



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

**MONDAY, APRIL 24, 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 Jim Urie, Praise Assembly

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF AGENDA

I. APPROVAL OF AGENDA

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

J. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated April 10, 2023, as distributed.

J1 City Council Minutes April 10, 2023

K. CONSENT AGENDA

All items listed in this portion of the agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilperson so requests; in which event, the item will be removed from the Consent Agenda and considered under the Regular Agenda. Unless otherwise indicated, titles are self-explanatory.

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A Resolution transferring \$12,858.33 from CD2101, \$200.00 from CD2002, \$390.00 from CD1810, \$45,000.00 from CD2010, \$2,174.38 from CD2016, \$2,010.17 from CD2017, and \$878.00 from CD2019, all together totaling \$63,510.88, into project no. CD2009 for the

purposes of ADA curb ramps and miscellaneous infrastructure improvements on Fountain Avenue and Union Avenue between E. 5th and E. 6th Streets and Bates Lane and Abriendo Avenue, respectively

- M2 A Resolution waiving rates and charges for Transportation Services for students and 1 adult accompanying a grade school student to and from school through June 1, 2023.
- M3 A Resolution authorizing the issuance of a revocable permit to Pueblo Community College for the use of the Orman Avenue public right-of-way between Marilyn Place and Arthur Street for the purpose of hosting their annual Spring Fling event
- M4 A Resolution authorizing the issuance of a revocable permit to Outlaws Rod and Custom Car Club for the use of the public right-of-way along Victoria Avenue from "C" Street to Greenwood Street; and "D" Street from the alleyway between Union Avenue and Victoria Avenue to the alleyway between Victoria Avenue and Lamkin Street for the purpose of hosting their annual car show event
- M5 A Resolution authorizing the issuance of a revocable permit to the Colorado-Wyoming Chapter of the National Multiple Sclerosis Society for the use of the South Victoria Avenue right-of-way from the River Walk Parking lot to South Elizabeth Street, and the South Elizabeth Street right-of way from Victoria Avenue to the north end of the Acme and Fire Safety Equipment Company building for the purpose of facilitating the Walk MS Pueblo event
- M6 A Resolution approving a release of easement for the real property located in the North Vista Highlands subdivision Filing No. 5 and authorizing the Mayor to execute same

N. ORDINANCES – FIRST PRESENTATION

- N1 An Ordinance approving and authorizing the execution of the Operating Grant Agreement, FTA G-30, dated April 5, 2023, relating to Award No. CO-2023-006-00, between the City of Pueblo, and the United States of America, Department of Transportation, Federal Transit Administration, in the amount of \$2,804,939
- N2 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 an amount not to exceed two hundred thousand dollars (\$200,000) from project no. CI2113 - American Rescue Plan Act, for purposes of matching the payment of an amount not to exceed two hundred thousand dollars (\$200,000) grant of Black Hills Energy, a Delaware corporation, to the "Lights On For Safety" Project for local small businesses
- N3 An Ordinance approving an agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado Department of Local Affairs in the amount of \$195,000, establishing project number CI2319, and budgeting and appropriating funds in the amount of \$195,000 relating to the Pueblo Land Use Code Project, and authorizing the Mayor to execute same
- N4 An Ordinance approving a Facility Use Agreement between Pueblo, a Colorado Municipal Corporation, and Greyhound Lines, Inc., and authorizing the Mayor to execute same
- N5 An Ordinance amending the Fiscal Year 2023 Staffing Ordinance by converting a vacant position within the Human Resources Department
- N6 An Ordinance annexing unincorporated land commonly known as the Pueblo County Detention Center Annexation to the City of Pueblo described as 69.90 acres of land

located west of the intersection of West 24th Street and Pueblo Boulevard

- N7 An Ordinance approving an engagement letter with Recht Kornfeld PC with respect to representing the City Clerk and authorizing the Mayor to execute same
- N8 An Ordinance calling a Special Municipal Election to be held on August 8, 2023 and directing that the Special Municipal Election be conducted as a Mail Ballot Election in accordance with the provisions of Section 5-3-2 of the Pueblo Municipal Code
- N9 An Ordinance submitting to the eligible Electors of the City of Pueblo, Colorado at the special municipal election to be held on August 8, 2023 a proposed amendment to the charter of the City of Pueblo and fixing the ballot title therefore

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 May 08, 2023, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

- Q1 A Resolution authorizing payment from the council contingencies account in the 2023 general fund budget to Pueblo United Way in the amount of \$1,000 to sponsor the SoCoYoGo Carnival on April 29, 2023 at 11 am in Mineral Palace Park
- Q2 A Resolution authorizing payment from the council contingencies account in the 2023 general fund budget to the Southeastern Colorado Heritage Center DBA: Pueblo Heritage Museum in the amount of \$1,000 to sponsor the Slovenian Exhibit running from April 29 through July 30, 2023 at the Pueblo Heritage Museum
- Q3 A Resolution authorizing payment from the council contingencies account in the 2023 general fund budget to Southern Colorado Equality Alliance in the amount of \$750 to sponsor the Pueblo Pride event at Mineral Palace Park on Sunday, August 20, 2023
- Q4 A Resolution authorizing payment from the council contingencies account in the 2023 general fund budget to Bessemer Historical Society DBA Steelworks Center of the West in the amount of \$8,000 to match funds should they be awarded from a submission to the EPA's Environmental Justice Collaborative Problem-Solving (EJCPS) Grant
- Q5 A Resolution authorizing payment from the council contingencies account in the 2023 general fund budget to El Movimiento Sigue in the amount of \$2,000 to sponsor the 53rd Annual Cinco de Mayo Celebration on Friday, May 5, 2023, from noon to 5 pm in Ray Aguilera Park

R. ORDINANCES – FINAL PRESENTATION

- R1 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 27, 2023 by Larry Atencio*
- R2 An Ordinance approving and authorizing the Mayor to sign a subrecipient agreement between the City of Pueblo, a Colorado Municipal Corporation and Crossroads' turning points, 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 seven hundred fifty thousand dollars (\$750,000.00) from project no. CI2113 - American rescue plan act, for purposes thereof - *Introduced April 10, 2023 by Larry*

Atencio

- R3 An Ordinance accepting funds in the amount of \$116,533.87 from Pueblo County for Aviation Fuel Taxes collected through Pueblo County sales tax collections, to be used for advertising for the Pueblo Memorial Airport, and budgeting and appropriating said funds to project APAN01 - Airport Advertising - *Introduced April 10, 2023 by Larry Atencio*
- R4 An Ordinance approving and accepting a grant and applicable conditions pertaining thereto with the State of Colorado Department of Local Affairs (DOLA) Peace Officers Mental Health Support Grant Program, in the amount of \$99,464.00 establishing project number PS2301, and budgeting and appropriating funds into project PS2301 - *Introduced April 10, 2023 by Larry Atencio*
- R5 An Ordinance approving and adopting the City of Pueblo's 2023-2024 Action Plan for the Community Development Block Grant (CDBG) and the Home Investment Partnership Act Grant (HOME), authorizing the Mayor of the City of Pueblo to submit the application together with all required and necessary certifications, assurances, and documentation to the U. S. Department of Housing and Urban Development, and appropriating and budgeting CDBG and HOME funds therefore - *Introduced April 10, 2023 by Larry Atencio*
- R6 An Ordinance amending Section 12-5-5 of the Pueblo Municipal Code relating to street vacation application fees and reapplications - *Introduced April 10, 2023 by Larry Atencio*
- R7 An Ordinance approving a parking agreement between Pueblo County and the City of Pueblo, relating to the County's use of parking spaces in the City's parking lot located at W. 8th Street and Court Street and authorizing execution thereof by the Mayor - *Introduced April 10, 2023 by Larry Atencio*
- R8 An Ordinance approving a Public Art Donation Agreement between Lyle Clift 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 April 10, 2023 by Larry Atencio*
- R9 An Ordinance approving an agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, by and through the Colorado State Fair Authority, related to the use of State facilities in support of a City-Wide Cleanup Event and authorizing the Mayor to execute said agreement - *Introduced April 10, 2023 by Larry Atencio*
- R10 An Ordinance amending Section 14-4-77 of the Pueblo Municipal Code relating to items exempt from use tax and clarifying that the use tax exemption with respect to nonresidents and property purchased prior to residency applies only to individuals and personal use of such property - *Introduced April 10, 2023 by Larry Atencio*
- R11 An Ordinance amending the Fiscal Year 2023 Staffing Ordinance by temporarily adding a position within the Law Department for training purposes - *Introduced April 10, 2023 by Larry Atencio*
- R12 An Ordinance approving and authorizing the Mayor to sign a Subrecipient Agreement between the City of Pueblo, a Colorado Municipal Corporation and the Pueblo Cooperative Care Center, a Colorado nonprofit corporation relating to its mobile shower program as authorized by Section 603 (c)(1)(a) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6 and authorizing the payment of forty thousand dollars (\$40,000) from Project No. CI2113 - American Rescue Plan Act, for purposes thereof - *Introduced April 10, 2023 by Larry Atencio*

S. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, APRIL 10, 2023 - 7:00 PM
MINUTES**

A. CALL TO ORDER

President Graham called the meeting to order at 7:08 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: None.

Council Members Absent: Sarah Martinez.

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

E. SPECIAL RECOGNITIONS

E1 PROCLAMATION PRESENTATION: "ARBOR DAY", MIKE TAFT - PARKS SUPERVISOR, AND CHARLIE KUNTZ - FORESTRY PROGRAM COORDINATOR

E2 PROCLAMATION PRESENTATION: "PARKINSON'S AWARENESS MONTH," NICK HERRERA - FACILITATOR OF PARKINSON'S SUPPORT GROUP, KATHY UNWIN - MEMBER

E3 RECOGNITION PRESENTATION: PUEBLO EAST HIGH SCHOOL WRESTLING TEAM, COACH PATRICK LAUGHLIN

F. PUBLIC FORUM

- Frank Arteaga - Gun Buy Back Funding

- Steve Villegas - Different issues
- Matrina Vega - Take it Down/Columbus
- Joseph Vega - Take it down Columbus
- Elvia Martinez - Needles on school grounds
- Dave DeCenzo - 1491 and 2035

G. COUNCIL MEMBER AND MAYOR COMMENTARY

Mayor Gradisar discussed the air bill in regard to its effect on Pueblo manufacturing and how CS Winds has decided to double the size of their plant in Pueblo, thanks to the Inflation Reduction Act.

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

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Martinez Ortega, seconded by Councilor Atencio, moved remove N9 from the agenda and to continue R4 to the April 24, 2023 agenda and to approve the agenda as modified.

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

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES MARCH 27, 2023

Councilor Flores, seconded by Councilor Martinez Ortega, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **March 27, 2023** as distributed.

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

K. CONSENT AGENDA

City Clerk Marisa Stoller read the Consent Agenda into the record.

L. COMMUNICATIONS

L1 MINUTES OF THE PLANNING AND ZONING COMMISSION REGULAR MEETING FOR 2/8/2023

M. RESOLUTIONS

M1 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$524,849.50 TO DOUG VAUGHN, LLC, FOR PROJECT NO. 23-009, CONCRETE IMPROVEMENTS - COURT STREET, SETTING FORTH \$78,728 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15185.

- M2 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$395,853 TO A-1 CHIPSEAL CO., FOR PROJECT NO. 23-057, ASPHALT IMPROVEMENTS - CRESTVIEW HILLS, SETTING FORTH \$59,378 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15186.

- M3 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$272,082.40 TO A-1 CHIPSEAL CO., FOR PROJECT NO. 23-056, ASPHALT IMPROVEMENTS - REGENCY CREST, SETTING FORTH \$40,812.60 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15187.

- M4 A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) FROM PROJECT CI2113 – AMERICAN RESCUE PLAN ACT FOR A GOVERNMENTAL PROJECT TO CONSTRUCT A RAMP TO THE RENOVATED BARKMAN BRANCH LIBRARY WHICH IS IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND TO MAKE IMPROVEMENTS TO AN ADJACENT PARKING LOT AND TO BUILD A PEDESTRIAN BRIDGE ADJACENT TO THE LIBRARY, AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6**

This Resolution was assigned as 15188.

- M5 A RESOLUTION TRANSFERRING .04 FROM CI1702, \$4,759.67 FROM CI1802, \$17,262.95 FROM CI1823, \$7687.75 FROM CI1904, \$9315.71 FROM CI2001, \$115,000 FROM CI2101, \$32,000 FROM CI2102, \$28,191.00 FROM CI2114, TOTALING \$214,217.80 INTO PROJECT NO. CI2304 FOR THE PURPOSES OF CAPITAL IMPROVEMENT PURCHASES OF 3 APPARATUS**

This Resolution was assigned as 15189.

- M6 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$77,701.95 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 13 BRUCE LN, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME**

This Resolution was assigned as 15190.

- M7 A RESOLUTION AWARDED A CHANGE ORDER IN THE AMOUNT OF \$11,948.07 TO PARKER EXCAVATING, INC., FOR PROJECT NO. 23-044, WEST 31ST STREET AT WILDHORSE CREEK - EMERGENCY REPAIR, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15191.

- M8 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO COLORADO STATE UNIVERSITY - PUEBLO (CSU-PUEBLO) FOR USE OF THE PUBLIC RIGHT-OF-WAY ALONG RAWLINGS AVENUE TO FACILITATE**

THE CSU-PUEBLO GRADUATION CEREMONY ON SATURDAY, MAY 13, 2023.

This Resolution was assigned as 15192.

- M9 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO THE HARP FOUNDATION, A COLORADO NONPROFIT CORPORATION, FOR THE USE OF PORTIONS OF ALAN HAMEL DRIVE AND MAIN STREET PUBLIC RIGHT-OF-WAY TO FACILITATE THEIR ANNUAL ROLLIN' 4TH OF JULY FIREWORKS CELEBRATION**

This Resolution was assigned as 15193.

- M10 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO YBARRA'S BOXING CLUB, A COLORADO NONPROFIT CORPORATION, FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ON COURT STREET BETWEEN WEST 3RD STREET AND WEST 4TH STREET AND A CITY-OWNED PARKING LOT TO FACILITATE A CINCO DE MAYO BOXING EVENT**

This Resolution was assigned as 15194.

- M11 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-13) TO THE FOOD TRUCK UNION, LLC., A COLORADO LIMITED LIABILITY COMPANY, FOR USE OF THE PUBLIC RIGHT-OF-WAY ALONG COURT STREET AND W. 15TH STREET ADJACENT TO MINERAL PALACE PARK TO FACILITATE FOOD TRUCK UNION EVENTS ON CERTAIN SPECIFIED DATES BETWEEN APRIL 14, 2023 AND OCTOBER 31, 2023**

This Resolution was assigned as 15195.

- M12 A RESOLUTION APPROVING THE ADOPTION OF THE CITY OF PUEBLO DRAINAGE CRITERIA MANUAL**

This Resolution was assigned as 15196.

- M13 A RESOLUTION APPROVING AMENDMENT NO. 3 TO THE PUBLIC ART SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND KENNETH T. WILLIAMS, RELATED TO PROJECT NO. 17-065, PUBLIC ART PROJECT FOR PUEBLO I-25 GATEWAY, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15197.

- M14 A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SOFTWARE LICENSE AND SUPPORT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND CHENOSA SYSTEMS CORPORATION, A NEW JERSEY CORPORATION DOING BUSINESS AS PROPHOENIX, AND A RELATED SOFTWARE ESCROW AGREEMENT, FOR THE SOFTWARE LICENSING AND INSTALLATION OF A NEW POLICE DEPARTMENT RECORD MANAGEMENT AND COMPUTER-AIDED DISPATCH 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**

This Resolution was assigned as 15198.

- M15 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ROBERT HUDGENS, SHAWN SHELTON, AND FRANK NEMICK TO SERVE A**

THREE-YEAR TERM EXPIRING APRIL 1, 2025 ON THE FIRE BOARD OF APPEALS

This Resolution was assigned as 15199.

M16 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF KURT MADIC TO THE PUEBLO DEPOT ACTIVITY DEVELOPMENT AUTHORITY BOARD OF DIRECTORS, AKA PUEBLOPLEX

This Resolution was assigned as 15200.

M17 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-12) TO THE FOOD TRUCK UNION, LLC., A COLORADO LIMITED LIABILITY COMPANY, FOR USE OF THE PUBLIC RIGHT-OF-WAY ALONG GOODNIGHT AVENUE IN CITY PARK TO FACILITATE FOOD TRUCK UNION EVENTS ON CERTAIN SPECIFIED DATES BETWEEN APRIL 7, 2023 AND OCTOBER 31, 2023

This Resolution was assigned as 15201.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND CROSSROADS' TURNING POINTS, 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 SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

N2 AN ORDINANCE ACCEPTING FUNDS IN THE AMOUNT OF \$116,533.87 FROM PUEBLO COUNTY FOR AVIATION FUEL TAXES COLLECTED THROUGH PUEBLO COUNTY SALES TAX COLLECTIONS, TO BE USED FOR ADVERTISING FOR THE PUEBLO MEMORIAL AIRPORT, AND BUDGETING AND APPROPRIATING SAID FUNDS TO PROJECT APAN01 - AIRPORT ADVERTISING

N3 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) PEACE OFFICERS MENTAL HEALTH SUPPORT GRANT PROGRAM, IN THE AMOUNT OF \$99,464.00 ESTABLISHING PROJECT NUMBER PS2301, AND BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2301

N4 AN ORDINANCE APPROVING AND ADOPTING THE CITY OF PUEBLO'S 2023-2024 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE

APPLICATION TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE

N5 AN ORDINANCE AMENDING SECTION 12-5-5 OF THE PUEBLO MUNICIPAL CODE RELATING TO STREET VACATION APPLICATION FEES AND REAPPLICATIONS

N6 AN ORDINANCE APPROVING A PARKING AGREEMENT BETWEEN PUEBLO COUNTY AND THE CITY OF PUEBLO, RELATING TO THE COUNTY'S USE OF PARKING SPACES IN THE CITY'S PARKING LOT LOCATED AT W. 8TH STREET AND COURT STREET AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

N7 AN ORDINANCE APPROVING A PUBLIC ART DONATION AGREEMENT BETWEEN LYLE CLIFT 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

N8 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, BY AND THROUGH THE COLORADO STATE FAIR AUTHORITY, RELATED TO THE USE OF STATE FACILITIES IN SUPPORT OF A CITY-WIDE CLEANUP EVENT AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

N9 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN COLORADO STATE PATROL AND THE CITY OF PUEBLO RELATING TO USE OF THE PUEBLO FIRE DEPARTMENT TRAINING FACILITIES

This item was removed from the agenda.

N10 AN ORDINANCE AMENDING SECTION 14-4-77 OF THE PUEBLO MUNICIPAL CODE RELATING TO ITEMS EXEMPT FROM USE TAX AND CLARIFYING THAT THE USE TAX EXEMPTION WITH RESPECT TO NONRESIDENTS AND PROPERTY PURCHASED PRIOR TO RESIDENCY APPLIES ONLY TO INDIVIDUALS AND PERSONAL USE OF SUCH PROPERTY

N11 AN ORDINANCE AMENDING THE FISCAL YEAR 2023 STAFFING ORDINANCE BY TEMPORARILY ADDING A POSITION WITHIN THE LAW DEPARTMENT FOR TRAINING PURPOSES

N12 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO COOPERATIVE CARE CENTER, A COLORADO NONPROFIT CORPORATION RELATING TO ITS MOBILE SHOWER PROGRAM AS AUTHORIZED BY SECTION 603 (C)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF FORTY THOUSAND DOLLARS (\$40,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

O. APPROVAL OF CONSENT AGENDA

Councilor Atencio, seconded by Councilor Martinez Ortega, moved to approve the minutes of the Planning & Zoning Commission meeting dated February 8, 2023, approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for April 24, 2023, and Order the Ordinances to be published BY TITLE.

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

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO PUEBLO COUNTY IN THE AMOUNT OF \$500 TO SPONSOR THE COUNTY COURTHOUSE LIGHTING CEREMONY AT 7 PM ON TUESDAY, NOVEMBER 21, 2023

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

Councilor Atencio, seconded by Councilor Maestri, moved to approve the Resolution.

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

This Resolution was assigned as 15202.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO PUEBLO CHAMBER FOUNDATION IN THE AMOUNT OF \$2,000 TO SPONSOR THE ANNUAL TOSTADA EVENT AT 6 PM ON FRIDAY, MAY 5, 2023 AT THE SANGRE DE CRISTO ARTS & CONFERENCE CENTER

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

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

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

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

This Resolution was assigned as 15203.

Q3 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO PUEBLO CHILD ADVOCACY CENTER IN THE AMOUNT OF \$1,000 TO SPONSOR THE CAMPAIGN FOR CHILD ABUSE PREVENTION

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

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

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

This Resolution was assigned as 15204.

Q4 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO SOUTHERN COLORADO HARM REDUCTION ASSOCIATION IN THE AMOUNT OF \$2,500 AS THE FISCAL AGENT FOR THE GANG ALTERNATIVE PROGRAM OF PUEBLO TO SPONSOR THE GUN BUYBACK PROGRAM

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

- Dave DeCenzo appeared in person to speak on this resolution.

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

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

Q5 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO THE PUEBLO DOWNTOWN ASSOCIATION IN THE AMOUNT OF \$700 TO SPONSOR THE 2023 PUEBLO LEVEE WALK ON JUNE 10, 2023 FROM 7 AM - 11 AM

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

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

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

This Resolution was assigned as 15205.

R. ORDINANCES – FINAL PRESENTATION

R1 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

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10428.

R2 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

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10429.

R3 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

A staff report and detailed review of the Ordinance was given by Charles Roy, Deputy Director of Public Works.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10430.

R4 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

This item was continued to the April 24, 2023 agenda.

R5 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

A staff report and detailed review of the Ordinance was given by Beritt Odom, Senior Planner. Ms. Odom requested that the Planning & Zoning documents for this item, Case #Z-22-23 dated March 8, 2023, be made part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10431.

R6 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

A staff report and detailed review of the Ordinance was given by Lisa Macchietto, Assistant City Attorney.

PUBLIC HEARING:

- Michelle Gray appeared in person to speak against this ordinance
- Randy Thurston appeared in person to speak on this ordinance

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

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

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

This Ordinance was assigned as **10432**.

R7 AN ORDINANCE FIXING THE MONTHLY SALARIES OF THE MEMBERS AND PRESIDENT OF THE CITY COUNCIL AT \$1,400 AND \$1,800 RESPECTIVELY

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

PUBLIC HEARING:

- Elvis Martinez appeared in person to speak against this ordinance
- Dan Perry appeared in person to speak in favor of the ordinance

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

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

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

R8 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

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

PUBLIC HEARING:

- Danielle Hardwell appeared in person to speak in favor of this ordinance
- Erica Ortano appeared in person to speak in favor of this ordinance
- Dal Nunez appeared in person to speak against this ordinance
- Randy Thurston appeared in person to speak against this ordinance
- Sam Mendez appeared in person to speak against this ordinance
- Vince Gagliano appeared in person to speak against this ordinance
- Eric Griego appeared in person to speak against this ordinance
- Larry Navaro appeared in person to speak against this ordinance

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

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

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

R9 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

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

PUBLIC HEARING:

- Myanna Difusco appeared in person to speak in favor of this ordinance
- Elvis Martinez appeared in person to speak in favor of this ordinance
- Michelle Gray appeared in person to speak in favor of this ordinance
- Sean Conta appeared in person to speak in favor of this ordinance
- Dan Perry appeared in person to speak in favor of this ordinance
- Sam Mendez appeared in person to speak in favor of this ordinance
- Dr. Patricia O'Brien appeared in person to speak against this ordinance
- Roxanna Mac appeared in person to speak against this ordinance

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

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

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

This Ordinance was assigned as **10433**.

S. EMERGENCY ORDINANCES

S1 AN EMERGENCY ORDINANCE TRANSFERRING \$55,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO PROJECT NO. PL1801 - DILLON FLYOVER BRIDGE ART PROJECT, AND BUDGETING AND APPROPRIATING \$55,000 FOR SAID PROJECT

A staff report and detailed review of the Ordinance was given by Charles Roy, Deputy Director of Public Works.

PUBLIC HEARING:

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

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

Ordinance on final presentation.

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

This Ordinance was assigned as **10434.**

S2 AN EMERGENCY ORDINANCE ESTABLISHING PROJECT NO. CI2318 – LAND PURCHASE TO EXPAND HARP PROJECT AND TRANSFERRING ONE MILLION TWO HUNDRED THOUSAND THREE HUNDRED THIRTEEN DOLLARS (\$1,200,313.00) AND RELATED CLOSING COSTS FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO PROJECT NO. CI2318 FOR PURPOSES OF PURCHASING APPROXIMATELY 2.06 ACRES OF IMPROVED LAND LATED AT 175 S. SANTA FE AVENUE AND 131 S. MECHANIC STREET, PUEBLO, CO 81003 FOR THE EXPANSION OF THE HISTORIC ARKANSAS RIVER PROJECT

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10435.**

T. ADJOURN

President Graham adjourned the meeting at 10:30 p.m.

Respectfully submitted,



Marisa Stoller
City Clerk



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: April 24, 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: A RESOLUTION TRANSFERRING \$12,858.33 FROM CD2101, \$200.00 FROM CD2002, \$390.00 FROM CD1810, \$45,000.00 FROM CD2010, \$2,174.38 FROM CD2016, \$2,010.17 FROM CD2017, AND \$878.00 FROM CD2019, ALL TOGETHER TOTALING \$63,510.88, INTO PROJECT NO. CD2009 FOR THE PURPOSES OF ADA CURB RAMPS AND MISCELLANEOUS INFRASTRUCTURE IMPROVEMENTS ON FOUNTAIN AVENUE AND UNION AVENUE BETWEEN E. 5TH AND E. 6TH STREETS AND BATES LANE AND ABRIENDO AVENUE, RESPECTIVELY

SUMMARY:

This Resolution transfers money from prior projects into Project No. CD2009 ADA Ramps-Citywide for improvements on Fountain Avenue between E. 5th and E. 6th Streets and Bates Lane and Abriendo Avenue, respectively.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

To comply with the American's with Disabilities Act, the City of Pueblo installs ADA-compliant infrastructure to increase accessibility throughout the city for those with disabilities. This funding will be utilized to complete accessibility improvements on Fountain Avenue and Union Avenue.

FINANCIAL IMPLICATIONS:

Not applicable.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

Council could elect to use an alternate source of revenue for the improvements.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15206

A RESOLUTION TRANSFERRING \$12,858.33 FROM CD2101, \$200.00 FROM CD2002, \$390.00 FROM CD1810, \$45,000.00 FROM CD2010, \$2,174.38 FROM CD2016, \$2,010.17 FROM CD2017, AND \$878.00 FROM CD2019, ALL TOGETHER TOTALING \$63,510.88, INTO PROJECT NO. CD2009 FOR THE PURPOSES OF ADA CURB RAMPS AND MISCELLANEOUS INFRASTRUCTURE IMPROVEMENTS ON FOUNTAIN AVENUE AND UNION AVENUE BETWEEN E. 5TH AND E. 6TH STREETS AND BATES LANE AND ABRIENDO AVENUE, RESPECTIVELY

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the total amount of \$63,510.88 are hereby transferred from the accounts and in the amounts shown below into Project No. CD2009, and budgeted and appropriated for said Project.

CD2101 - \$12,858.33
CD2002 - \$ 200.00
CD1810 - \$ 390.00
CD2010 - \$45,000.00
CD2016 - \$ 2,174.38
CD2017 - \$ 2,010.17
CD2019 - \$ 878.00

SECTION 2.

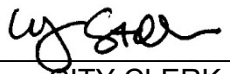
The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution which are necessary or desirable to implement the transactions described herein.

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: April 24, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez

SUBJECT: A RESOLUTION WAIVING RATES AND CHARGES FOR TRANSPORTATION SERVICES FOR STUDENTS AND 1 ADULT ACCOMPANYING A GRADE SCHOOL STUDENT TO AND FROM SCHOOL THROUGH JUNE 1, 2023.

SUMMARY:

Attached is a resolution waiving Transit fares for students and 1 adult accompanying a grade school student to and from school through June 1, 2023.

PREVIOUS COUNCIL ACTION:

Ordinance 8847 (February 23, 2015) established rates and charges for transportation services.

Ordinance 10044, dated November 22, 2021, approved and authorized a subrecipient agreement with Pueblo Transit for the sum of \$36,651.00 to pay for school children and 1 adult accompanying a elementary student to and from school for the 2021-2022, and 2022-2023 School years.

BACKGROUND:

In general, the funds allotted under the subrecipient agreement have been expended. This Resolution will allow the program to continue through the remainder of the 2022-2023 school year.

FINANCIAL IMPLICATIONS:

Anticipated fare revenue in the amount of \$10,130.00 will not be collected.

BOARD/COMMISSION RECOMMENDATION:

Transit Board of Directors has reviewed and approved the proposed waiver.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Ordinance #10044
2. Subrecipient Agreement

RESOLUTION NO. 15207

A RESOLUTION WAIVING RATES AND CHARGES FOR
TRANSPORTATION SERVICES FOR STUDENTS AND 1 ADULT
ACCOMPANYING A GRADE SCHOOL STUDENT TO AND
FROM SCHOOL THROUGH JUNE 1, 2023.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Rates and charges for transportation services are hereby waived through June 1, 2023
for students and one (1) adult accompanying a grade school student to and from school.

SECTION 2.

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.

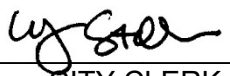
SECTION 3.

This Resolution shall become effective immediately upon final passage, nunc pro tunc
April 1, 2023.

INTRODUCED: April 24, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

ORDINANCE NO. 10044

AN EMERGENCY ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN SEVEN SUBRECIPIENT AGREEMENTS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND (1) PUEBLO GROCERY PROPERTY, LLC, A COLORADO LIMITED LIABILITY COMPANY; (2) ACCESS POINT PUEBLO, A COLORADO NONPROFIT CORPORATION; (3) CARE AND SHARE, INC., A COLORADO NONPROFIT CORPORATION; (4) SOUTHERN COLORADO HARM REDUCTION ASSOCIATION, A COLORADO NONPROFIT CORPORATION; (5) PUEBLO POVERTY FOUNDATION, A COLORADO NONPROFIT CORPORATION; (6) PAUL MONTOTA, SR. AS PASTOR OF MARTIN LUTHER KING, JR. CHURCH, A RELIGIOUS INSTITUTION AND (7) PUEBLO TRANSIT, A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 (c)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND INTERIM FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF ONE MILLION ONE HUNDRED FIFTY-FOUR THOUSAND ONE HUNDRED FIFTY-ONE DOLLARS (\$1,154,151) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

RECITALS

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

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

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

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6 recipients may use Coronavirus Local Fiscal Recovery ("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, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6 the City may use CLFR Funds to the implement the seven programs described in the seven attached Subrecipient Agreements; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Subrecipient Agreements ("Agreements") between and the City of Pueblo, a Colorado municipal corporation and the following entities, dated November 22, 2021, attached hereto, having been approved as to form by the City Attorney, are hereby approved:

1. Pueblo Grocery Property, LLC
2. Colorado Health Network, Inc. d/b/a Access Point Pueblo
3. Care and Share, Inc.
4. Southern Colorado Harm Reduction Association
5. Pueblo Poverty Foundation
6. Paul Montoya, Sr. individually and as Pastor of Martin Luther King, Jr. Church
7. Pueblo Transit

SECTION 2.

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

SECTION 3.

Funds in the amount of \$1,154,151 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, for purposes of funding the seven projects described in the Agreements.

SECTION 4.

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

SECTION 5.

Savings Clause: The COVID-19 pandemic has previously been declared an emergency disaster by the Mayor, the Governor of Colorado and the President of the United States. Recently, the number of COVID-19 infections, hospitalizations and deaths has been on the rise in Pueblo County, due primarily the "Delta" variant of the disease migrating to Pueblo County. The immediate enactment of this Ordinance is necessary in order to preserve and protect the health, safety and welfare of the residents of the City. Pursuant to Sec. 3-20 of the City Charter, this Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 22, 2021.

Final adoption of Ordinance by City Council on November 22, 2021.

Lawrence W. Aterias
President of City Council

Action by the Mayor:

- ☒ Approved on November 24, 2021.
- ☐ Disapproved on _____ based on the following objections:

Nilda Leal
Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

Ly Gae
City Clerk

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this 22nd day of November 2021, by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and the Pueblo Transit, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient." City and Subrecipient 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, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery ("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, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI-2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from 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, due to the COVID-19 pandemic, at the beginning of the 2020-2021 school year in August, 2020, Subrecipient began offering free rides for all K-12 students and the free fares for students will continue for the duration of the 2021-2022 school year; and

WHEREAS, the cost of a bus pass to accompany an elementary school student to and from school is \$396.00 per parent per school year; and

WHEREAS, as a result of the economic effects of the COVID-19 pandemic, many parents of elementary school students can't afford to pay daily bus fares to accompany their children to and from school; and

WHEREAS, Subrecipient has requested that the City use CLRF Funds for purposes offering free bus fares to the parents of elementary age children for the remainder of the 2021-2022 school year and during the 2022-2023 school year and offering free bus fares, to and from school, to K-12 students during the 2022-23 school year (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds from Project No. CI-2113 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, the Parties hereto mutually agree as follows:

1. SCOPE OF 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: (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 duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado; (iii) that it is a nonprofit organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code; (iv) 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 (iv) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

2. RESPONSIBILITIES OF THE CITY

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

3. 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 Thirty-Five Thousand Six Hundred Fifty-One Dollars (U.S. \$35,651.00). The grant funds shall not be distributed in a lump sum. Subrecipient shall provide the City with pay applications and draw packages on a quarterly basis beginning January 1, 2022, based on the number of riders accessing the program.
- (d) 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.

4. TERM OF PROJECT AND AGREEMENT

- (a) The term of the Project shall be from December 1, 2021 to December 31, 2023 unless this Agreement is sooner terminated as herein provided.
- (b) The term of this Agreement shall be from November 22, 2021 to December 31, 2023 unless sooner terminated as herein provided.

5. TERMINATION OF AGREEMENT

- (a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the 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.

6. 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.

7. 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.

8. 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.

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

10. 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.

11. 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.

12. 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.

13. 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 14 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.

14. 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 D and submit the completed form to City's Finance Office as part of the signed Agreement.

15. NO LIABILITY TO THIRD PARTIES

The provisions of this Agreement are for the benefit of City and Subrecipient only and no third party shall have any right or remedy hereunder or the right to enforce any provisions of this Agreement.

16. NOTICES

Any notice required or permitted to be given or delivered under this Agreement shall be in writing and shall be given by personal delivery, or by registered or certified mail, postage prepaid using the United States Postal Service or by reputable national overnight courier service:

(a) If to City:

City of Pueblo
Attn: Mayor
One City Hall Place, Second Floor
Pueblo, CO 81003

with a copy to:

City Attorney:
1 City Hall Place, Third Floor
Pueblo, CO 81003

(b) If to Subrecipient:

Pueblo Transit
Attn: Director of Public Works
211 E. D Street
Pueblo, CO 81003

or to such other person or address as either Party shall specify in written notice given to the other Party pursuant to the provisions of this Section 14. Any notice shall be deemed delivered on the day on which personal delivery is made or three (3) days after deposit in the mail in the case of registered or certified mail, or one (1) business day after deposit with a reputable national overnight courier service.

17. GOVERNING LAW

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.

18. TIME OF THE ESSENCE

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

19. LITIGATION AND VENUE

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.

20. WAIVER OF MONETARY CLAIMS AGAINST THE CITY

In no event shall City, its officers, agents or employees be liable to Subrecipient 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 City's part to be performed. In consideration of City entering into this Agreement, Subrecipient 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 Subrecipient's obligations under this Agreement. In the event of a breach of this Agreement by the City, Subrecipient's sole and exclusive remedy shall be to bring an equitable action for specific performance in the District Court of Pueblo County, Colorado. Such violations may be restrained or such obligations enforced by injunction at the instance and request of the Subrecipient without the showing of any special damages or an inadequate remedy at law.

21. RULES OF CONSTRUCTION

- (a) 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.
- (b) 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.

22. INDEMNIFICATION

Subrecipient shall defend, indemnify and save harmless the City and its agents and employees against all costs (including, without limitation, reasonable attorneys' fees), damages or claims of every kind or nature, whether sounding in tort or contract or statute, for personal injury, bodily injury or property damage or contractual or statutory damages, resulting from the operation of Subrecipient's business or resulting from, growing out of, or in any way connected with or incident to Subrecipient's performance of this Agreement. No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protections provided to City under the Colorado Governmental Immunity Act.

23. 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.

24. 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.

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.

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:

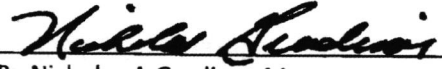


City Clerk

[SEAL]

CITY OF PUEBLO

A COLORADO MUNICIPAL CORPORATION

By 

By Nicholas A Gradisar, Mayor

Subrecipient:

PUEBLO TRANSIT

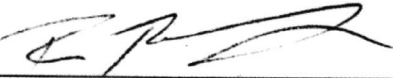
A COLORADO NONPROFIT CORPORATION

ATTEST:

By _____
Signature

Name: _____

Title: _____

By 

Signature

Name: Benjamin Z Ullrich

Title: Transit Director

EXHIBIT A
SCOPE OF SERVICES

A. 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:

- offer free bus fares to the parents of elementary age children for the remainder of the 2021-2022 school year and during the 2022-2023 school year; and
- offer free bus fares, to and from school, to K-12 students during the 2022-23 school year.

Subrecipient's performance under this Agreement will be measured by the following data-driven criteria: (1) number of students served and (2) number of parents of elementary age children served.

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.

B. 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.

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. The City must review and approve your account system and internal controls prior to the release of funds.

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

3. A log listing all long-distance telephone calls must be maintained (showing date, city and agency called, person making call and person called).

4. 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 monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

5. All employees handling funds are required to be insured by a fidelity bond.

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

7. 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.

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

9. 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:

- (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)];

- (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 contract 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 (24 CFR Part 87).
- (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 contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (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 contract, 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).

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, 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

 /

Name

Address

Address

Social Security Number

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: Benjamin Zeller

Title: Transit Director

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



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: April 24, 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 PUEBLO COMMUNITY COLLEGE FOR THE USE OF THE ORMAN AVENUE PUBLIC RIGHT-OF-WAY BETWEEN MARILYN PLACE AND ARTHUR STREET FOR THE PURPOSE OF HOSTING THEIR ANNUAL SPRING FLING EVENT

SUMMARY:

Attached is a draft revocable permit submitted by Pueblo Community College.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Pueblo Community College has submitted a revocable permit application requesting to close Orman Avenue between Marilyn Place and Arthur Street on the PCC campus for the purpose of hosting their annual Spring Fling event.

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 utilizing the Orman Avenue right-of-way to host their Spring Fling event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Revocable Permit - PCC Spring Fling (REV-23-8)

RESOLUTION NO. 15208

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO PUEBLO COMMUNITY COLLEGE FOR THE USE OF THE ORMAN AVENUE PUBLIC RIGHT-OF-WAY BETWEEN MARILYN PLACE AND ARTHUR STREET FOR THE PURPOSE OF HOSTING THEIR ANNUAL SPRING FLING EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit is authorized to be issued to Pueblo Community College for use of the Orman Avenue right-of-way to host their annual Spring Fling event.

SECTION 2.

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

SECTION 3.

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

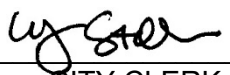
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 24, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **Pueblo Community College 900 West Orman Ave 719 549-3144**
2. Permitted Area: **Orman Ave between Arthur and Marilyn streets**
3. Purpose of Revocable Permit: **Road closure to vehicular traffic to facilitate PCC's annual Spring Fling event**
4. Commencement Date: **April 26, 2023** Time: **7am**
5. Ending Date: **April 26, 2023** Time: **4pm**

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

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of \$500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

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

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

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

(ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee. Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (k).

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

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

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

(o) Permittee acknowledges and agree that use of the Permitted Area shall be conducted in compliance with applicable laws and regulations including but not limited orders, regulations and directives issued by the Governor, Colorado Department of Public Health and Environment and the Pueblo County Department of Public Health and Environment with respect to COVID-19 (“COVID-19 Regulations”). Seven days prior to Commencement Date, Permittee shall submit in writing to the Revocable Permit Review Committee those actions Permittee shall take to assure protection of the public health and compliance with COVID-19 Regulations.

(p) Permittee further acknowledges and agrees that this Permit is temporary and subject to revocation or termination if the purpose of the permit or any potential activities to be conducted under the Permit is determined by the Mayor of City, in his sole and absolute discretion, to not be in furtherance of and/or contrary to the public health or welfare due to COVID-19 or related issues. Such determination and termination may be issued at any time, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(q) Nothing in this Permit shall be interpreted to limit or prevent the protections afforded to City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

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

PERMITTEE:
Organization or
Individual: _____
By: _____
Title: _____

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

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

My commission expires: _____.

Notary Public

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

By _____

Nicholas A. Gradisar, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: April 24, 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 OUTLAWS ROD AND CUSTOM CAR CLUB FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG VICTORIA AVENUE FROM "C" STREET TO GREENWOOD STREET; AND "D" STREET FROM THE ALLEYWAY BETWEEN UNION AVENUE AND VICTORIA AVENUE TO THE ALLEYWAY BETWEEN VICTORIA AVENUE AND LAMKIN STREET FOR THE PURPOSE OF HOSTING THEIR ANNUAL CAR SHOW EVENT

SUMMARY:

Attached is a draft revocable permit submitted by Outlaws Rod and Custom Car Club.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Outlaws Rod and Custom Car Club has submitted a revocable permit application requesting to close Victoria Avenue from "C" Street to Greenwood Street, and "D" Street from the alleyway between Union Avenue and Victoria Avenue to the alleyway between Victoria Avenue and Lamkin Street for the purpose of hosting their annual car show event.

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 utilizing the right-of-way to host their car show event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Revocable Permit - Outlaws Rod and Custom Car Club (REV-23-5)

RESOLUTION NO. 15209

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO OUTLAWS ROD AND CUSTOM CAR CLUB FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG VICTORIA AVENUE FROM "C" STREET TO GREENWOOD STREET; AND "D" STREET FROM THE ALLEYWAY BETWEEN UNION AVENUE AND VICTORIA AVENUE TO THE ALLEYWAY BETWEEN VICTORIA AVENUE AND LAMKIN STREET FOR THE PURPOSE OF HOSTING THEIR ANNUAL CAR SHOW EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit is authorized to be issued to Outlaws Rod and Custom Car Club for use the right-of-way on Victoria Avenue from "C" Street to Greenwood Street, and on "D" Street from the alleyway between Union Avenue and Victoria Avenue to the alleyway between Victoria Avenue and Lamkin Street to host their annual car show event.

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.

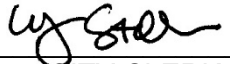
The officers of the City are authorized to perform any and all acts consistent with the intent of this Resolution to implement the policies and procedures described herein.

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **The Outlaws Rod & Custom Car Club P.O. Box 2462, Pueblo, CO 81004 719-564-8549**
2. Permitted Area: **Victoria Avenue from C Street to Greenwood and D Street from the alley way between Union and Victoria to the alleyway between Victoria and Lamkin**
3. Purpose of Revocable Permit: **Closing of the street and area for annual car show.**
4. Commencement Date: **May 6, 2023** Time: **5:30 a.m.**
5. Ending Date: **May 6, 2023** Time: **4:00 p.m.**

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

- (a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.
- (b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.
- (c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.
- (d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of \$500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.
- (e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.
- (f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.
- (g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.
- (h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.
- (i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.
- (j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19
- (k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

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

(ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee. Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (k).

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

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

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

(o) Permittee acknowledges and agree that use of the Permitted Area shall be conducted in compliance with applicable laws and regulations including but not limited orders, regulations and directives issued by the Governor, Colorado Department of Public Health and Environment and the Pueblo County Department of Public Health and Environment with respect to COVID-19 ("COVID-19 Regulations"). Seven days prior to Commencement Date, Permittee shall submit in writing to the Revocable Permit Review Committee those actions Permittee shall take to assure protection of the public health and compliance with COVID-19 Regulations.

(p) Permittee further acknowledges and agrees that this Permit is temporary and subject to revocation or termination if the purpose of the permit or any potential activities to be conducted under the Permit is determined by the Mayor of City, in his sole and absolute discretion, to not be in furtherance of and/or contrary to the public health or welfare due to COVID-19 or related issues. Such determination and termination may be issued at any time, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(q) Nothing in this Permit shall be interpreted to limit or prevent the protections afforded to City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

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

PERMITTEE:
Organization or Individual: _____
By: _____
Title: _____

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

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

My commission expires: _____.

Notary Public

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

By _____

Nicholas A. Gradisar, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: April 24, 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 THE COLORADO-WYOMING CHAPTER OF THE NATIONAL MULTIPLE SCLEROSIS SOCIETY FOR THE USE OF THE SOUTH VICTORIA AVENUE RIGHT-OF-WAY FROM THE RIVER WALK PARKING LOT TO SOUTH ELIZABETH STREET, AND THE SOUTH ELIZABETH STREET RIGHT-OF-WAY FROM VICTORIA AVENUE TO THE NORTH END OF THE ACME AND FIRE SAFETY EQUIPMENT COMPANY BUILDING FOR THE PURPOSE OF FACILITATING THE WALK MS PUEBLO EVENT

SUMMARY:

Attached is a draft revocable permit submitted by the Colorado-Wyoming Chapter of the National Multiple Sclerosis Society.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Colorado-Wyoming Chapter of the National Multiple Sclerosis Society has submitted a revocable permit application requesting to close South Victoria Avenue from the River Walk Parking lot to South Elizabeth Street, and South Elizabeth Street from South Victoria Avenue to the North end of the Acme and Fire Safety Equipment Company building for the purpose of facilitating the Walk MS Pueblo fundraising event.

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 utilizing the right-of-way to host its event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Revocable Permit - MS Walk Pueblo (REV-23-3)

RESOLUTION NO. 15210

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO THE COLORADO-WYOMING CHAPTER OF THE NATIONAL MULTIPLE SCLEROSIS SOCIETY FOR THE USE OF THE SOUTH VICTORIA AVENUE RIGHT-OF-WAY FROM THE RIVER WALK PARKING LOT TO SOUTH ELIZABETH STREET, AND THE SOUTH ELIZABETH STREET RIGHT-OF-WAY FROM VICTORIA AVENUE TO THE NORTH END OF THE ACME AND FIRE SAFETY EQUIPMENT COMPANY BUILDING FOR THE PURPOSE OF FACILITATING THE WALK MS PUEBLO EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit is authorized to be issued to the Colorado-Wyoming Chapter of the National Multiple Sclerosis Society for use of the South Victoria Avenue right-of-way from the River Walk Parking lot to South Elizabeth Street, and the South Elizabeth Street right-of-way from South Victoria Avenue to the north end of the Acme and Fire Safety Equipment Company building for the purpose of facilitating the Walk MS Pueblo event.

SECTION 2.

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

SECTION 3.

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

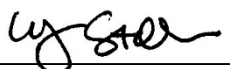
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 24, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **National MS Society 900 S Broadway, Ste 250, Denver, CO. 80209 303-698-7400**
2. Permitted Area: **S Victoria Ave from the River Walk Parking lot to S Elizabeth, and S Elizabeth to the North end of the Acme and Fire Safety Equipment Co building.**
3. Purpose of Revocable Permit: **Closure of the roadway to vehicular traffic to facilitate the Walk MS Pueblo event.**
4. Commencement Date: **April 29, 2023** Time: **5AM**
5. Ending Date: **April 29, 2023** Time: **2PM**

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

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of \$500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

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

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

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

(ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee. Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (k).

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

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

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

(o) Permittee acknowledges and agree that use of the Permitted Area shall be conducted in compliance with applicable laws and regulations including but not limited orders, regulations and directives issued by the Governor, Colorado Department of Public Health and Environment and the Pueblo County Department of Public Health and Environment with respect to COVID-19 (“COVID-19 Regulations”). Seven days prior to Commencement Date, Permittee shall submit in writing to the Revocable Permit Review Committee those actions Permittee shall take to assure protection of the public health and compliance with COVID-19 Regulations.

(p) Permittee further acknowledges and agrees that this Permit is temporary and subject to revocation or termination if the purpose of the permit or any potential activities to be conducted under the Permit is determined by the Mayor of City, in his sole and absolute discretion, to not be in furtherance of and/or contrary to the public health or welfare due to COVID-19 or related issues. Such determination and termination may be issued at any time, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(q) Nothing in this Permit shall be interpreted to limit or prevent the protections afforded to City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

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

PERMITTEE:
Organization or
Individual: _____
By: _____
Title: _____

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

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

My commission expires: _____.

Notary Public

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

By _____

Nicholas A. Gradisar, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: April 24, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION APPROVING A RELEASE OF EASEMENT FOR THE REAL PROPERTY LOCATED IN THE NORTH VISTA HIGHLANDS SUBDIVISION FILING NO. 5 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This resolution authorizes the release of certain easements within the future plat of North Vista Highlands Filing No. 5.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The owner and developer, NVH Phase 2A, LLC., is subdividing an area that contains said easement and requires a release to accommodate the development. This portion of easement is no longer required, and the new subdivision will create any necessary easements and/or right of ways for the development. The Wastewater Department has no issues with the release of the easement.

FINANCIAL IMPLICATIONS:

None

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

No action or denial of the easement release would negatively affect the property owner's ability to develop this site with the new subdivision.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 4-24-23 North Vista Highlands Filing No 5 Release of Easement - Vacate

RESOLUTION NO. 15211

A RESOLUTION APPROVING A RELEASE OF EASEMENT FOR
THE REAL PROPERTY LOCATED IN THE NORTH VISTA
HIGHLANDS SUBDIVISION FILING NO. 5 AND AUTHORIZING
THE MAYOR TO EXECUTE SAME

WHEREAS, NVH Phase 2A, LLC, is the Grantor and the City is the Grantee of a certain easement for the sanitary sewer trunk line described in attached Exhibit "A"; and

WHEREAS, NVH Phase 2A, LLC, is the developer and property owner for the property known as North Vista Highlands Phase 2A and has agreed to grant to the City alternative easements or rights of ways for such purpose on the subdivision plat of North Vista Highlands, Filing No. 5; and

WHEREAS, if the subdivision plat of North Vista Highlands, Filing No. 5, is not recorded, this Release of Easements shall become null and void *ab initio*.

WHEREAS, in consideration of and subject to the limitations of the foregoing, the City releases the easement described in attached Exhibit "A"; NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Release of Easement, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Release of Easement in the name of the City. The City Clerk is directed to attest same, affix the seal of the City thereto and record the executed and acknowledged Release of Easement together with a certified copy of this resolution in the office of the Pueblo County Clerk and Recorder contemporaneously with or subsequent to the recording of the subdivision plat for North Vista Highlands Subdivision Filing No. 5.

SECTION 3.

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

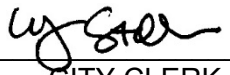
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 24, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

EASEMENT AND RIGHT OF WAY

THIS EASEMENT, granted this 2nd day of AUGUST, 2021, by NVH Phase 2A, LLC, a Colorado Limited Liability Company, Grantor, to PUEBLO, a Municipal Corporation, Grantee:

WITNESSETH:

THAT IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Grantee, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, an easement and right of way for the purpose of a public Sanitary Sewer, in, through, over, under and across Grantor's property situated in Pueblo County, Colorado, commonly known as North Vista Highlands, Phase 2A, and described as follows: (the "Property")

See attached Exhibit "A"

TOGETHER WITH the right to enter upon the Property for the purposes of construction, replacement, maintenance, control, and repair, and the right to use so much of the adjoining property of Grantor for said purposes. Grantor shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, pavement or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said public Sanitary Sewer and to recover the costs thereof, plus an administrative charge of 15% from Grantee.

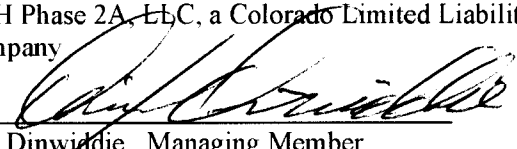
Grantor warrants to Grantee that Grantor (a) has good and sufficient right and title in and to the Property and full power to grant this easement and right-of-way, and (b) will defend Grantee's quiet and peaceful possession of the Property and easement and right-of-way against all persons who may lawfully claim title to the property.

"Grantee" shall include the plural and the feminine. This Easement And Right Of Way shall be binding upon, and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the Grantor and Grantee.

SIGNED this 2nd day of AUGUST, 2021

GRANTOR

NVH Phase 2A, LLC, a Colorado Limited Liability Company

By: 

Dan Dinwiddie, Managing Member

STATE OF COLORADO)

) ss.

COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this 2nd AUGUST, 2021 (date) by Dan Dinwiddie as managing member of NVH Phase 2A, LLC a Colorado Limited Liability Company.

Witness my hand and official seal.

My commission expires: AUGUST 25, 2021

(SEAL) **DANIEL J. ACKERMAN**
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174035108
COMMISSION EXPIRES AUG. 25, 2021





**“EXHIBIT A”
NORTH VISTA HIGHLANDS FILING NO. 1**

SANITARY SEWER OUTFALL EASEMENT LEGAL DESCRIPTION

A twenty foot wide sanitary sewer easement located in Parcel 'K' in North Vista Highlands, Filing No. 1 according to the recorded plat thereof filed for record November 11, 2019 at Reception No. 2159276 in the Pueblo County records in Section 8, Township 20 South, Range 64 West of the 6th P.M. in the County of Pueblo and State of Colorado, said easement being ten feet on either side of the following described centerline:

Basis of bearings is the south line of the northeast quarter of Section 8, Township 20 South, Range 64 West of the 6th P.M. in the County of Pueblo and State of Colorado to bear North 88 degrees 2 minutes 18 seconds East.

Commencing at the center corner of Section 8, Township 20 South, Range 64 West of the 6th P.M. which is marked by a 3.25" Aluminum Cap stamped with P.L.S. No. 38485, thence north 18 degrees 36 minutes 16 seconds west, a distance of 746.68 feet to a point on the east line of said Parcel 'K' and the True Point of Beginning; thence South 88 degrees 28 minutes 45 seconds West, a distance of 468.31 feet; thence South 01 degree 31 minutes 15 seconds East, a distance of 101.45 feet; thence along a curve to the right whose radius is 297.50 feet a distance of 229.69 feet; thence South 42 degrees 42 minutes 52 seconds West, a distance of 158.36 feet; thence along a curve to the left whose radius is 252.50 feet, a distance of 196.83 feet; thence South 01 degree 56 minutes 54 seconds east, a distance of 60.35 feet to a point on the south line of said Parcel 'K' and the Point of Terminus.

The side lines of said strip of land shall be shortened or extended to terminate on the east and south line of the said Parcel 'K'.

Containing 0.56 acres more or less.

Prepared for and on behalf of NorthStar Engineering and Surveying, Inc. by Michael L. Cuppy, Colorado Registered Professional Land Surveyor, License No. 38485.

EXHIBIT "A"

PARCEL "J"

LEGEND



FOUND AXLE NO MARKS



FOUND 3 1/4" DIAMETER ALUMINUM CAP
 WITH NO. 6 REBAR, PLS 38485



POINT OF BEGINNING



POINT OF COMMENCEMENT

RADIAL

PARCEL "K"

SCALE: 1" = 300'



S01°31'15"E
 101.45'

S88°28'45"W
 468.31'

20' SANITARY SEWER
 OUTFALL EASEMENT

P.O.B.

R=297.50'
 D=44°14'07"
 L=229.69'

PARCEL "L"

S42°42'52"W
 158.36'

R=252.50'
 D=44°39'46"
 L=196.83'

S01°56'54"E
 60.35'

VISION HILLS PARKWAY

VISION HILLS PARKWAY

PARCEL "A"

WALKING STICK VISTA

WALKING STICK VISTA

WALKING STICK VISTA

WALKING STICK VISTA

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WALKING STICK VISTA

WALKING STICK VISTA

BASIS OF BEARINGS--

N88°02'18"E
 2657.70'

P.O.C.

CENTER CORNER SECTION 8
 FOUND 3 1/4" DIAMETER ALUMINUM
 W/ NO. 6 REBAR - PLS NO. 38485

SOUTH LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH,
 RANGE 64 WEST OF THE 6TH P.M.
 TO BEAR N. 88°02'18" E.

BASIS OF BEARINGS

NOTE:
 THIS EXHIBIT WAS NOT PREPARED AS A
 MONUMENTED LAND SURVEY, AND WAS ONLY
 PREPARED TO DEPICT THE ATTACHED LAND
 DESCRIPTION.



Y: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 17 009 01

PAGE 2 OF 2



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 24, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE OPERATING GRANT AGREEMENT, FTA G-30, DATED APRIL 5, 2023, RELATING TO AWARD NO. CO-2023-006-00, BETWEEN THE CITY OF PUEBLO, AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF \$2,804,939

SUMMARY:

Attached is a Grant Agreement between the City of Pueblo and the United States of America for FY 2022 Transit Operating expenditures.

PREVIOUS COUNCIL ACTION:

Council has previously approved the FY 2021 Operating Grant between the City of Pueblo and the Federal Transit Administration to subsidize the City's mass transit system.

BACKGROUND:

Pursuant to Federal Transit Administration Award No. # CO-2023-006-00, the City has been awarded \$2,804,939 full apportionment of FFY2022 5307 funding that will be matched by \$1,688,925 in local funds. The local funds are from City of Pueblo's general fund as dedicated by the City's FY2023 budget. These funds are intended to subsidize Pueblo Transit's additional operating expenditures incurred in FY 2023.

FINANCIAL IMPLICATIONS:

The anticipated total project cost is \$4,493,864.00. The Federal share is \$2,804,939 and the required local match is \$1,688,925

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for the City of Pueblo to provide all funding necessary to cover expenditures incurred in FY 2023.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. GRANT CERTIFICATION Operating
2. AwardLetter_CO-2023-006-00
3. View Print Application - CO-2023-006-00

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE OPERATING GRANT AGREEMENT, FTA G-30, DATED APRIL 5, 2023, RELATING TO AWARD NO. CO-2023-006-00, BETWEEN THE CITY OF PUEBLO, AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF \$2,804,939

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

SECTION 1.

The Operating Grant Agreement, FTA G-30, dated April 5, 2023, relating to Award No. CO-2023-006-00, between the City of Pueblo and the United States of America, Department of Transportation, Federal Transit Administration, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached agreement to effectuate the transactions described therein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

GRANT CERTIFICATION

To: Heather Graham, President of the City Council
Nicholas Gradisar, Mayor

Re: CO-2023-006-00 FTA Operating Grant

I hereby certify that I have reviewed and am familiar with the attached documents, and to the best of my knowledge and belief, the City has the present ability to comply with all special conditions, certifications and assurances therein contained.

Name (print) Benjamin Valdez

2/7/2023

Date

Title: Transit Director

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-30)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(30), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: CITY OF PUEBLO

Recipient ID: 1140

UEI: NJK3BNUDRHJ7

DUNS: 010620284

Award Information

Federal Award Identification Number: CO-2023-006-00

Award Name: FFY22 5307 Operating, PM, & Paratransit

Award Start Date: 3/6/2023

Original Award End Date: 3/31/2024

Current Award End Date: 3/31/2024

Award Executive Summary: The City of Pueblo, CO applies FFY2022 Section 5307 full apportionment of funds in the amount of \$2,804,939 federal, to be used towards the following;

Project#1) Operating assistance for fixed route and paratransit & 1% security, preventive maintenance for vehicles and facilities. Pre-award authority will be utilized starting January 1, 2022, for an estimated amount of \$1,402,471.

The local match share will be provided by the City of Pueblo general fund.

The following documents are attached to this application; STIP project listing & approval letter, Governor's apportionment letter.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$4,493,864.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$2,804,939.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$1,688,925.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$2,804,939.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$1,688,925.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$2,804,939
Local			\$1,688,925
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$4,493,864

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concur - Certified

DOL Review Date: 1/12/2023

DOL Certification Date: 1/12/2023

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
David Beckhouse
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: david.beckhouse@dot.gov
Award Date: 3/6/2023

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Benjamin Valdez
Maintenance/Facilities Supervisor
CITY OF PUEBLO
4/5/2023

Award

Federal Award Identification Number (FAIN)	CO-2023-006-00
Temporary Application Number	1140-2023-2
Award Name	FFY22 5307 Operating, PM, & Paratransit
Award Status	Active (Executed)
Award Budget Number	0

Period of Performance Start Date	3/6/2023	
Original Period of Performance End Date	3/31/2024	
Current Period of Performance End Date	3/31/2024	Revision #: 0

Part 1: Recipient Information

Name: CITY OF PUEBLO

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1140	City	Pueblo, City of	NJK3BNUDRHJ7	010620284

Location Type	Address	City	State	Zip
Headquarters	1 CITY HALL PL	PUEBLO	CO	81003
Physical Address	1 CITY HALL PL	PUEBLO	CO	81003
Mailing Address	DEPARTMENT OF FINANCE	PUEBLO	CO	81002

Union Information

Union Name	ATU LOCAL 662
Address 1	29213 Gale Rd
Address 2	
City	Pueblo
State	CO

Zipcode	81006
Contact Name	Jerry Ballard
Telephone	(719) 248-0176
Fax	7195532724
E-mail	jballard.atu@gmail.com
Website	

Part 2: Award Information

Title: FFY22 5307 Operating, PM, & Paratransit

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
CO-2023-006-00	Active (Executed)	Grant	12/6/2022	12/6/2022	No

Award Executive Summary

The City of Pueblo, CO applies FFY2022 Section 5307 full apportionment of funds in the amount of \$2,804,939 federal, to be used towards the following;

Project#1) Operating assistance for fixed route and paratransit & 1% security, preventive maintenance for vehicles and facilities. Pre-award authority will be utilized starting January 1, 2022, for an estimated amount of \$1,402,471.

The local match share will be provided by the City of Pueblo general fund.

The following documents are attached to this application; STIP project listing & approval letter, Governor's apportionment letter.

Frequency of Milestone Progress Reports (MPR)

Annual

Frequency of Federal Financial Reports (FFR)

Annual

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?

No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Description

Purpose

FFY22 5307 Small Urban Formula funds will support operating, preventive maintenance for vehicles and facility, and paratransit operating.

Activities to be performed:

Operating for fixed route and paratransit, preventive maintenance for vehicles and facility.

Expected outcomes:

Maintain vehicles and facilities, and provide transit for fixed route and paratransit riders.

Intended beneficiaries:

Paratransit riders, fixed route riders

Subrecipient Activities:

N/A

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
		murtaza.naqvi@dot.gov	Transportation Data Analyst	
		ranae.tunison@dot.gov	Transportation Program Specialist	
Benjamin	Valdez	Maintenance/Facilities Supervisor	bvaldez@pueblo.us	719-553-2721

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$2,804,939
Local			\$1,688,925
Local/In-Kind			\$0
State			\$0

State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$4,493,864

Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
CO-2023-006-01-00	117-00 (117-A1) OTHER CAPITAL ITEMS (BUS)	\$1,488,020.00	\$372,006.00	\$1,860,026.00	3
CO-2023-006-01-00	11.7A.00 PREVENTIVE MAINTENANCE (Facility)	\$396,899.00	\$99,225.00	\$496,124.00	1
CO-2023-006-01-00	11.7A.00 PREVENTIVE MAINTENANCE (Vehicle)	\$803,615.00	\$200,904.00	\$1,004,519.00	1
CO-2023-006-01-00	11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$287,506.00	\$71,877.00	\$359,383.00	1
CO-2023-006-01-00	300-00 (300-A2) OPERATING ASSISTANCE	\$1,316,919.00	\$1,316,919.00	\$2,633,838.00	1
CO-2023-006-01-00	30.09.01 UP TO 50% FEDERAL SHARE	\$1,316,919.00	\$1,316,919.00	\$2,633,838.00	1

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
CO-90-X 277	CO-2023-006-01-00	OPERATING ASSISTANCE	300-00 (300)	A2	0800 00	Colorado	2022.2J.9 0.91.2	04	Urbanized Area Formula Grants	\$1,316,919	\$1,316,919
CO-90-X 277	CO-2023-006-01-00	OTHER CAPITAL ITEMS (BUS)	117-00 (117)	A1	0800 00	Colorado	2022.2J.9 0.91.2	00	Urbanized Area Formula Grants	\$1,488,020	\$1,488,020

Part 3: Project Information

Project Title: Fixed route operating, paratransit, PM facilities & vehicles, & 1% security

Project Number	Temporary Project Number	Date Created	Start Date	End Date
CO-2023-006-01-00	1140-2023-2-P1	12/6/2022	1/1/2022	12/31/2023

Project Description

This project applies FY22 5307 funds in the full federal apportionment to be used towards fixed route and paratransit operating assistance, preventive maintenance for facilities and vehicles, and 1% security.

Project Benefits

Funds will help Pueblo Transit facilities and vehicles to maintain a state of good repair, and to benefit riders of fixed route and para transit.

Additional Information

None provided.

Location Description

Pueblo is a city of 110,841 residents located in south central Colorado. Pueblo is the 8th largest city in the state and is the heart of the Pueblo Metropolitan Statistical Area (MSA) - the 6th largest in the state with a population of 168,424 (2019 US Census Bureau American Community Survey (ACS) 5-year Estimates). Pueblo Transit provides fixed route bus and paratransit services throughout a 55-square-mile service area in Pueblo, Colorado, and in the Salt Creek neighborhood in unincorporated Pueblo County.

Project Location (Urbanized Areas)

UZA Code	Area Name
081760	Pueblo, CO

Congressional District Information

State	District	Representative
Colorado	3	Scott R Tipton

Program Plan Information

STIP/TIP

Date: 8/17/2022

Description: STIP project listing is attached.

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$2,804,939
Local			\$1,688,925
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$4,493,864

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
CO-2023-006-01-00	117-00 (117-A1) OTHER CAPITAL ITEMS (BUS)	\$1,488,020.00	\$372,006.00	\$1,860,026.00	3
CO-2023-006-01-00	11.7A.00 PREVENTIVE MAINTENANCE (Facility)	\$396,899.00	\$99,225.00	\$496,124.00	1
CO-2023-006-01-00	11.7A.00 PREVENTIVE MAINTENANCE (Vehicle)	\$803,615.00	\$200,904.00	\$1,004,519.00	1
CO-2023-006-01-00	11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$287,506.00	\$71,877.00	\$359,383.00	1
CO-2023-006-01-00	300-00 (300-A2) OPERATING ASSISTANCE	\$1,316,919.00	\$1,316,919.00	\$2,633,838.00	1
CO-2023-006-01-00	30.09.01 UP TO 50% FEDERAL SHARE	\$1,316,919.00	\$1,316,919.00	\$2,633,838.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE (Vehicle)

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description

This ALI applies FFY22 5307 funds in the amount of \$803,615 federal, \$200,904 local at an 80/20 match rate, for a total project cost of \$1,004,519 for preventive maintenance for transit vehicles. Any items purchased for greater than \$5,000 we will use the manufacture's recommended useful life. Preventive maintenance for vehicles includes the time period between January 1, 2022 through December 31, 2023.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$803,615
Local			\$200,904
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$1,004,519

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2022	
End Date	12/31/2023	

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE (Facility)

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description

This ALI applies FFY22 5307 funds in the amount of \$396,899 federal, \$99,225 local at an 80/20 match rate, for a total project cost of \$496,124 for preventive maintenance for the transit administration and maintenance facility. Any items purchased for greater than \$5,000 we will use the manufacture's recommended useful life. Preventive maintenance for facilities includes the time period between January 1, 2022 through December 31, 2023.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$396,899
Local			\$99,225
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$496,124

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2022	
End Date	12/31/2023	

Budget Activity Line Item: 11.7C.00 - NON FIXED ROUTE ADA PARATRANSIT SERVICE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description

This ALI applies FFY2022 5307 funds in the amount of \$287,506 federal and \$71,877 local at an 80/20 match ratio, for a total project cost of \$359,383 for paratransit operating assistance. Paratransit operating assistance will be for the period January 1, 2022, through December 31, 2023. This includes the 10% limit of FFY22 apportionment toward paratransit at an 80/20 cost share per FTA Circular 9030.1E.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$287,506
Local			\$71,877
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0

Transportation Development Credit		\$0
Adjustment		\$0
Total Eligible Cost		\$359,383

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2022	
End Date	12/31/2023	

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	1

Extended Budget Description

This ALI applies FFY2022 5307 funds in the amount of \$1,316,919 federal and \$1,316,919 local at a 50/50 match ratio, for a total project cost of \$2,633,838 for fixed route operating assistance. Fixed route operating assistance will be for the period January 1, 2022, through December 31, 2023. This ALI also includes the 1% security in the amount of \$28,049. Operating assistance and 1% security, applies funds towards transit operator and dispatcher salaries and fringe benefits, security, fuel, oil, and licenses, less revenues.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$1,316,919
Local			\$1,316,919
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$2,633,838

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2022	
End Date	12/31/2023	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)**Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 08: Maintenance, rehabilitation, and reconstruction of facilities that occupy substantially the same geographic footprint and do not result in a change in functional use, such as: improvements to bridges, tunnels, storage yards, buildings, stations, and terminals; construction of platform extensions, passing track, and retaining walls; and improvements to tracks and railbeds.

Date Description	Date
Class IIc CE Approved	12/14/2022

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE (Facility)	1	\$396,899.00	\$496,124.00

Finding: Class II(c) - Categorical Exclusions (C-List)**Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	12/14/2022

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	1	\$287,506.00	\$359,383.00

Finding: Class II(c) - Categorical Exclusions (C-List)**Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	12/14/2022

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	1	\$1,316,919.00	\$2,633,838.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	12/14/2022

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE (Vehicle)	1	\$803,615.00	\$1,004,519.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

There are no review comments to display at this time.

Part 6: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-30)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(30), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: CITY OF PUEBLO

Recipient ID: 1140

UEI: NJK3BNUDRHJ7

DUNS: 010620284

Award Information

Federal Award Identification Number: CO-2023-006-00

Award Name: FFY22 5307 Operating, PM, & Paratransit

Award Start Date: 3/6/2023

Original Award End Date: 3/31/2024

Current Award End Date: 3/31/2024

Award Executive Summary: The City of Pueblo, CO applies FFY2022 Section 5307 full apportionment of funds in the amount of \$2,804,939 federal, to be used towards the following;

Project#1) Operating assistance for fixed route and paratransit & 1% security, preventive maintenance for vehicles and facilities. Pre-award authority will be utilized starting January 1, 2022, for an estimated amount of \$1,402,471.

The local match share will be provided by the City of Pueblo general fund.

The following documents are attached to this application; STIP project listing & approval letter, Governor's apportionment letter.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$4,493,864.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$2,804,939.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$1,688,925.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$2,804,939.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$1,688,925.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$2,804,939

Local			\$1,688,925
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$4,493,864

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified

DOL Review Date: 1/12/2023

DOL Certification Date: 1/12/2023

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:

David Beckhouse

Deputy Regional Administrator

FEDERAL TRANSIT ADMINISTRATION

U.S. DEPARTMENT OF TRANSPORTATION

Contact Info: david.beckhouse@dot.gov

Award Date: 3/6/2023

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,

- (c) Warranties,
- (d) Covenants, and
- (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Benjamin Valdez
Maintenance/Facilities Supervisor
CITY OF PUEBLO
4/5/2023



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 24, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Laura Solano, Chief of Staff

SUBJECT: 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 AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES OF MATCHING THE PAYMENT OF AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000) GRANT OF BLACK HILLS ENERGY, A DELAWARE CORPORATION, TO THE "LIGHTS ON FOR SAFETY" PROJECT FOR LOCAL SMALL BUSINESSES

SUMMARY:

This Ordinance authorizes payment of an amount not to exceed the amount 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 for the ARPA funds transferred to Crime Stoppers in an amount not to exceed \$200,000 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, Crime Stoppers will assign a

contractor that has been retained to do the work. No cash will be distributed to individual businesses.

6. The restrictions set forth above and in the attached Ordinance and Subrecipient Agreement apply only to the ARPA funds transferred to Crime Stoppers in an amount not to exceed \$200,000 and are not applicable to the funds given to Crime Stoppers by Black Hills Energy or any other donor.

7. ARPA grant funds are to be used only for equipment and installation and contractors providing such services shall be paid directly by Crime Stoppers.

8. Crime Stoppers' \$10,000 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 Crime Stoppers

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 AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES OF MATCHING THE PAYMENT OF AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000) GRANT OF BLACK HILLS ENERGY, A DELAWARE CORPORATION, TO THE "LIGHTS ON FOR SAFETY" PROJECT FOR LOCAL SMALL BUSINESSES

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 May 8, 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 an amount not to exceed Two Hundred Thousand Dollars (\$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 restrictions set forth in the attached Subrecipient Agreement apply only to the ARPA funds transferred to Crime Stoppers in an amount not to exceed \$200,000.00 and are not applicable to the funds given to Crime Stoppers by Black Hills Energy or any other donor.

SECTION 5.

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 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is made and entered into this 8th day of May, 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, 2024 unless sooner terminated as herein provided.
- (b) The term of this Agreement shall be from the Effective Date set forth above to December 31, 2024 unless sooner terminated as herein provided.

6. TERMINATION OF AGREEMENT

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

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

7. ASSIGNABILITY

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

8. CONFLICT OF INTEREST

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

9. SUBRECIPIENT RECORDS

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

10. MONITORING AND EVALUATION

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

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

11. SUBRECIPIENT FILES AND INFORMATION REPORTS

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

12. INDEPENDENCE OF SUBRECIPIENT

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

13. LIABILITY AND INSURANCE

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

14. CERTIFICATIONS

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

15. REVERSION OF ASSETS

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

16. PERA LIABILITY

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

17. ENTIRE AGREEMENT; AMENDMENTS

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL
CORPORATION

City Clerk

By _____
Nicholas A Gradisar, Mayor

[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, Crime Stoppers will assign a contractor that has been retained to do the work. No cash will be distributed to individual businesses.
- (6) The restrictions set forth above and in the attached Subrecipient Agreement apply only to the \$200,000.00 in ARPA funds transferred to Crime Stoppers and are not applicable to the funds given to Crime Stoppers by Black Hills Energy or any other donor.
- (7) ARPA grant funds are to be used only for equipment and installation and contractors providing such services shall be paid directly by Crime Stoppers.
- (8) 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: April 24, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS IN THE AMOUNT OF \$195,000, ESTABLISHING PROJECT NUMBER CI2319, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$195,000 RELATING TO THE PUEBLO LAND USE CODE PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance establishes the Pueblo Land Use Code Project, CI2319, budgets and appropriates grant funds from the Colorado Department of Local Affairs (DOLA) Energy and Mineral Impact Assistance Funds (EIAF) in the amount of \$195,000, and approves a grant agreement between the City of Pueblo and DOLA for the Project.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The purpose of the Project is to develop a new land and subdivision code that modernizes both sections of the Pueblo Municipal Code, establishing a unified zoning and subdivision section of the Municipal Code. The Project will also include an update of the city's historic preservation code. On August 8, 2022, City Council adopted the Pueblo Regional Comprehensive Plan, Your Plan – Your Pueblo, which includes the City's goals, policies and the Plan's implementation strategies. One of these strategies includes the implementation of municipal code updates that reflect the recommendations within the Pueblo Regional Comprehensive Plan. The unified zoning and subdivision codes will provide for more flexible land uses; better accommodate areas and structures containing a mixture of uses; providing for attainable housing; allowing for mature areas standards; living with nonconformities; providing dynamic development standards; and allow for negotiated large developments.

The City of Pueblo Zoning Code, currently housed in Title XVII of the City's Municipal Code, is the primary regulatory document used to manage development within the City. This section of the municipal code includes regulations and design standards that address zoning, land uses, building setbacks, building heights, parking, landscaping, neighborhood character, application procedures, and various other regulations related to development in Pueblo. The current zoning code was developed in 1968 and although numerous amendments have been made since its inception, it has not seen a comprehensive update in over 50 years.

The 1968 Pueblo Zoning Code established provisions allowing for non-conforming lots, non-conforming uses of land, non-conforming structures and premises, and non-conforming characteristics of use that were lawful prior to the adoption of the zoning code to remain as legal non-conforming. The intent of this provision of the code was to permit these non-conformities to continue until they were removed, but not to encourage their survival based on their incompatibility with the permitted uses in the new zoning code. The 1968 zoning code failed to recognize the incongruent relationship between historic urban neighborhoods and new developments expanding on the edges of the City. The 1968 zoning code established land use standards citywide that at the time were the national trend of having zoning codes tailored for larger parcel suburban development. Many of the zoning code changes implemented contained failed assumptions regarding non-conforming situations and the variances that were required to allow development and redevelopment in the older established neighborhoods.

The goals of a new unified land use code are to:

- Assess the codes to identify strengths, weaknesses, opportunities, audit and constraints relating to contents and structure.
- Establish efficient and flexible review and approval procedures targeting sections of the zoning and subdivision codes that are problematic, or outdated and would, to the greatest extent, simplify and reduce review and approval times for development applications that would include providing quick reference tools and visual elements, such as drawings, graphics and cross-referencing tables throughout the code.
- Achieve a modernization of the codes and uses to expand flexibility and provide for alternative compliance methodologies with respect to project context that is appropriate in different neighborhoods of the City and provides considerations of larger residential projects that expands opportunities for housing and mixed-use development.
- Tailor requirements to fit different development contexts within the City and look at modifications that reduce the number of properties with non-conforming uses and standards.
- Update standards that facilitates and encourages redevelopment and business reinvestment within existing commercial corridors and stimulates infill development that is compatible with neighborhoods encouraging redevelopment, reinvestment, and density transitions.

- Incorporate code provisions that address conformance with any changed State or Federal laws.
- Incorporating standards and incentives to promote sustainable development practices such as building and site designs and landscaping.

The timeline for the completion of the Project is 18-24 months. A land use planning and legal consultant will be hired to coordinate the Land Use Code Project.

FINANCIAL IMPLICATIONS:

The funding sources for the Pueblo Land Use Code Project are as follows:

Colorado Department of Local Affairs	\$195,000
Pueblo ARPA Funds, Resolution No. 15100	\$225,000
Total	\$420,000

This Project will require staff time for grant management and consultant oversight.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 24, 2022 work session, approved the submittal of a letter of support to DOLA for the Pueblo Land Use Code Project.

STAKEHOLDER PROCESS:

It is anticipated that a vibrant public engagement process will be engaged in the updating of the City codes which will include listening sessions to understand the community's goals and values, in-person open house events, focus group meetings, meetings with City commissions and boards, a Project website with questionnaires, relevant documents, videos explaining the Project. Video conferencing and other telecommunications will also be utilized throughout the Project to aid in communication and collaboration.

ALTERNATIVES:

If the funding and Grant Agreement are not approved, the Project will not be completed.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. DOLA Grant Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS IN THE AMOUNT OF \$195,000, ESTABLISHING PROJECT NUMBER CI2319, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$195,000 RELATING TO THE PUEBLO LAND USE CODE PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Contract between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado Department of Local Affairs, EIAF 9547, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Capital Improvement Project No. CI2319, Pueblo Land Use Code Project, is hereby established.

SECTION 3.

Subject to encumbrances by the State of Colorado Department of Local Affairs, funds from EIAF 9547 in the amount of \$195,000 are hereby budgeted and appropriated for the Pueblo Land Use Code Project, CI2319.

SECTION 4.

The Mayor is authorized to execute and deliver the Agreement in the name of the City and the City Clerk is directed to affix the seal of the City.

SECTION 5.

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 6.

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

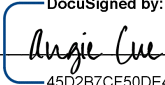
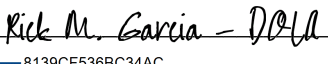
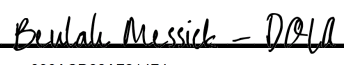
EIAF

CTGG1 NLAA 202300003646

State of Colorado Intergovernmental Grant Agreement SUMMARY OF TERMS AND CONDITIONS

State Agency Department of Local Affairs (DOLA)	DLG Portal Number EIAF-09547	CMS Number 182251
Grantee City of Pueblo	Grant Award Amount \$195,000.00	Retainage Amount \$9,750.00
Project Number and Name EIAF 9547 – Pueblo Land Use Code	Performance Start Date The later of the Effective Date or March 23, 2023	Grant Expiration Date March 31, 2025
Project Description The Project consists of the updating of the land use code in the City of Pueblo.	Program Name Energy & Mineral Impact Assistance Program (EIAF)	
	Funding Source FEDERAL FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number 15.437	
DOLA Regional Manager <u>Tara Marshall, (719) 544-6577,</u> <u>(tara.marshall@state.co.us)</u>	Funding Account Codes	
DOLA Regional Assistant <u>Flint Timmins, (719) 924-2087,</u> <u>(flint.timmins@state.co.us)</u>	VCUST# 14170	Address Code AD001 EFT

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER DocuSigned by:  45D2B7CF50DE4BD... By: Angie Cue, EIAF Program Manager Date: <u>3/27/2023 6:37 AM PDT</u>	STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Rick M. Garcia, Executive Director DocuSigned by:  8139CF536BC34AC... By: Rick M. Garcia, Executive Director Date: <u>3/29/2023 3:29 AM MDT</u>
In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate (the “Effective Date”).	
<u>STATE CONTROLLER</u> <u>Robert Jaros, CPA, MBA, JD</u> DocuSigned by:  090ACD88A721474... By: Beulah Messick, Controller Delegate Department of Local Affairs Effective Date: <u>4/5/2023 4:57 PM MDT</u>	

TERMS AND CONDITIONS

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “State”) hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “Grantee”) an award of Grant Funds in the amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. Reserved.

3. AUTHORITY

Authority to enter into this Intergovernmental Grant Agreement exists in the law as follows:

A. Federal Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 34-63-101, et

EIAF 9547 – Pueblo Land Use Code

seq. (through Colorado’s Mineral Leasing Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. *Reserved.*

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. *Reserved.*

B. *Reserved.*

C. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

D. “**Exhibits**” means the following exhibits attached to this Intergovernmental Grant Agreement:

i. **Exhibit B**, Scope of Project

ii. **Exhibit G**, Form of Option Letter

E. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an amendment, or an Option Letter.

F. *Reserved.*

G. *Reserved.*

H. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

I. “**Grant Expiration Date**” means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

J. “**Grant Funds**” or “**Grant Award Amount**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.

K. “**Incident**” means any accidental or deliberate event that results in, or constitutes an imminent threat of, the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

L. “**Initial Term**” means the time period between the Performance Start Date and the initial Grant Expiration Date.

M. “**Intergovernmental Grant Agreement**” or “**Grant**” means this agreement which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

N. *Reserved.*

O. “**Other Funds**” means all funds necessary to complete the Project, excluding Grant Funds. Grantee is solely responsible for securing all Other Funds.

P. “**Party**” means the State or Grantee, and “**Parties**” means both the State and Grantee.

EIAF 9547 – Pueblo Land Use Code

- Q.** “**Performance Start Date**” means the later of the Performance Start Date or the Execution Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.
- R.** *Reserved.*
- S.** *Reserved.*
- T.** *Reserved.*
- U.** “**Project**” means the overall project described in **Exhibit B**, which includes the Work.
- V.** “**Project Budget**” means the amounts detailed in **§6.2** of **Exhibit B**.
- W.** *Reserved.*
- X.** *Reserved.*
- Y.** “**Services**” means the services performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services rendered by Grantee in connection with the Goods.
- Z.** “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to State personnel records not subject to disclosure under CORA.
- AA.** “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- BB.** “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC.** “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- DD.** *Reserved.*
- EE.** “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- FF.** *Reserved.*
- GG.** *Reserved.*
- HH.** *Reserved.*
- II.** “**Work**” means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.
- JJ.** “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

Any other term used in this Intergovernmental Grant Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

EIAF 9547 – Pueblo Land Use Code

5. PURPOSE

The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels. The purpose of this Grant is described in **Exhibit B**.

6. SCOPE OF PROJECT

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

7. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

- i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.
- ii. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.
- iii. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

B. Erroneous Payments

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

C. Matching Funds.

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the "Local Match Amount"). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

EIAF 9547 – Pueblo Land Use Code

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Project Budget in **Exhibit B**.

- i. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Project Budget by providing Grantee with an executed Option Letter or formal amendment.

E. Close-Out and De-obligation of Grant Funds

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to de-obligation by the State.

8. REPORTING – NOTIFICATION**A. Performance and Final Status**

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out period described in **§7.E**.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

9. GRANTEE RECORDS**A. Maintenance and Inspection**

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Audits

Grantee shall comply with all State and federal audit requirements.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security (<http://oit.state.co.us/ois>) and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

12. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

13. REMEDIES

In addition to any remedies available under any Exhibit to this Intergovernmental Grant Agreement, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State's sole discretion. The State may also terminate this Intergovernmental Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

14. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

15. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §15.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

17. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials

EIAF 9547 – Pueblo Land Use Code

shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

18. GENERAL PROVISIONS**A. Assignment**

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Intergovernmental Grant Agreement.

B. Captions and References

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Intergovernmental Grant Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Intergovernmental Grant Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use

EIAF 9547 – Pueblo Land Use Code

digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Order of Precedence

In the event of a conflict or inconsistency between this Intergovernmental Grant Agreement and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. Any executed Option Letter
- ii. The provisions of this Intergovernmental Grant Agreement.
- iii. The provisions of any exhibits to this Intergovernmental Grant Agreement.

H. Severability

The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this Intergovernmental Grant Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

I. Survival of Certain Intergovernmental Grant Agreement Terms

Any provision of this Intergovernmental Grant Agreement that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

J. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

K. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

L. Accessibility

- i. Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended.
- ii. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content

EIAF 9547 – Pueblo Land Use Code

Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

- iii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 24, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez

SUBJECT: AN ORDINANCE APPROVING A FACILITY USE AGREEMENT BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND GREYHOUND LINES, INC., AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a Facility Use Agreement between the City of Pueblo and Greyhound Lines, Inc. for providing bus loading and unloading parking at the Transit Center at 123 Court Avenue.

PREVIOUS COUNCIL ACTION:

The City and Greyhound Bus Lines, Inc. entered into a "Revenue Agreement" dated February 15, 2011, in which Pueblo Transit handled all of the Greyhound operations to include ticket sales, freight and luggage handling.

BACKGROUND:

The original agreement was not able to be amended to make this continued service viable for both parties. Attached is a proposed agreement which allows for facility use only and subject to the terms and conditions therein set forth.

FINANCIAL IMPLICATIONS:

Greyhound Lines, Inc. will pay \$21,000 to the City of Pueblo for the Use of the Facility.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

Should this Ordinance not pass, Greyhound Lines, Inc. will no longer have access and use of the Facility.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Pueblo CO (Transit) Facility Use Greyhound Lines Inc

ORDINANCE NO.

AN ORDINANCE APPROVING A FACILITY USE AGREEMENT
BETWEEN PUEBLO, A COLORADO MUNICIPAL
CORPORATION, AND GREYHOUND LINES, INC., AND
AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Facility Use Agreement ("Agreement"), between Pueblo, a Municipal Corporation, and Greyhound Lines, Inc., attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

FACILITY USE AGREEMENT

This Facility Use Agreement (this “Agreement”) is made and entered into on the _____, 2023, by and between Pueblo, a municipal corporation (“City”) and Greyhound Lines, Inc., a Delaware corporation (“Greyhound”).

WITNESSETH:

WHEREAS, the City is the owner of a facility known as the Pueblo Transit Facility (the “Facility”);

WHEREAS, Pueblo Transit, a Colorado Non-Profit Corporation (“Pueblo Transit”), is under contract to furnish all labor and to operate the City's publicly-owned mass transportation system including the Facility;

WHEREAS, Greyhound desires limited, non-exclusive access and use of the Facility and City is willing to provide same subject to the terms and conditions of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term. The Term of this Agreement shall be five (5) years commencing on the first day of the month following the date of execution (“Term”) unless sooner terminated pursuant to the terms of this Agreement. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice.

2. Access Granted. Greyhound is granted a limited, non-exclusive right to access and use of the Facility with Greyhound buses, in the area shown and described on Exhibit A, which is attached hereto and fully incorporated by reference herein, solely for use as a bus pick-up and drop-off location.

(a) Greyhound is prohibited from constructing any fixtures or improvements at the Facility other than the improvements identified in the attached Exhibit B.

(b) This Agreement is subject to all outstanding rights, including all existing licenses affecting the Facility, whether recorded or unrecorded, and is subject to the right of City to renew and extend the same.

(c) Greyhound shall not interfere with use and/or maintenance of the Facility by City and/or Pueblo Transit nor interfere with the public use of the Facility. The City and Pueblo Transit shall retain all other rights and usage of the Facility not inconsistent with the reasonable enjoyment of this License.

(d) Greyhound shall not permit any lien to be placed on the Facility property arising from performance of any work or operations hereunder, and shall promptly cause any such lien to be removed.

(e) The right to use the Facility granted hereunder is hereby contracted for and shall be granted with respect to the Facility in its “as is” physical condition without any further warranty, express or implied. This grant is subject to all other prior granted or reserved rights and interests in the Facility, if any, whether of record or not.

3. Greyhound Activities. Greyhound shall operate at the Facility in accordance with the times of service and number of buses as provided in Exhibit C, which is attached and fully incorporated by reference herein. In addition, Greyhound's activities at the Facility shall comply with and/or be subject to the following:

(a) Greyhound shall utilize the locations designated as its passenger loading and unloading points. All Greyhound buses shall enter and exit the Facility in accordance with the directional signage and street markings provided and displayed by the Facility.

(b) Greyhound drivers and Greyhound passengers shall have access to all common areas of the Premises that are open to the general public including local agency transit customers, such as waiting areas, restrooms, walkways, and any other areas required for passenger movements during normal Pueblo Transit operating hours.

(c) City may limit the number of vehicles and designate location and number of parking spots for Greyhound passengers using the Facility and the duration of time that vehicles will be allowed to park at the Facility.

(d) By written agreement, the Parties may hereunder modify the schedule and access locations as necessary to effectuate the Agreement.

(e) Greyhound drivers shall immediately notify City if any accident or injury to person is observed at the Facility whether or not such accident involves Greyhound vehicles and/or employees or contractors. Greyhound drivers, supervisors and other employees or contractors shall strictly adhere to all instructions communicated by officials of the City provided that those instructions do not violate this license or applicable state and federal law. Greyhound and its employees agree to cooperate with the City in any investigation into any events at the Facility.

(f) In its provision of the transportation services related to this Agreement, Greyhound shall be responsible for compliance with all applicable statutes, laws and regulations, including but not limited to Form PC-125, known as Federal Contractors Compliance Agreement, identified as Exhibit D, attached hereto and incorporated herein by reference.

(g) In addition to any other remedy provided herein, Greyhound shall pay the City the amount of one hundred fifty dollars and no cents (\$150) per hour for every hour exceeding the duration of time a bus is allowed to park at the Facility including but not limited to any bus which has a mechanical failure or needs to be towed. The duration of time will not exceed fifteen (15) minutes after arrival of the bus.

4. Greyhound Payments. Monthly compensation in the amount of \$1,750.00 shall be paid to City in advance, without notice, offset or deduction, on the first day of each month.

5. Notices. Any notice or other communication provided for hereunder will be in writing and may be (i) served by personal delivery, or (ii) sent by overnight courier service (with all fees prepaid) to the receiving parties as follows, or to any other address which either party may hereafter designate for itself in writing:

City: Pueblo Transit Manager
350 South Grand
Pueblo, CO 81003

With Copy To: City Attorney
1 City Hall Place, 3rd Floor
Pueblo, CO 81003

Greyhound: Greyhound Lines, Inc.
Attention: Legal Department (V. Crabtree)
315 Continental Avenue
Dallas, Texas 75207

6. Insurance and Indemnity Obligations. Greyhound shall maintain, at its sole cost and expense, the following minimum insurance coverages: (i) comprehensive general liability in an amount not less than \$3,000,000; (ii) automobile insurance providing third party liability insurance in an amount not less than \$5,000,000; worker's compensation insurance as required by statute; and umbrella or excess liability insurance in an amount not less than \$5,000,000. Greyhound shall provide a certificate of insurance to City upon request naming the City and Pueblo Transit as additional insured and provide that all insurance provided by Greyhound is primary and noncontributing. Greyhound shall indemnify, save, and hold harmless the City and Pueblo Transit, its officers, employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Greyhound or its employees, agents, subcontractors or assignees pursuant to the terms of this Agreement.

7. Miscellaneous.

(a) Additional Documents. The Parties agree to execute any additional documents or take any additional action that may be necessary to carry out this Agreement.

(b) Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

(c) Integrations, Severability, Amendment, and Counterparts. This Agreement represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and

effect. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement.

(d) **No Third Party Beneficiaries; No Waiver of Immunities.** Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party other than Pueblo Transit as expressly provided herein, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

(e) **Waiver of Breach.** A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

(f) **Attorney's Fees and Costs of Collections.** In the event that it becomes necessary for the City to bring any action or proceeding to collect unpaid utilities, damages, janitorial fees, costs, or other sums due under this Agreement, to enforce any provision of this Agreement, to recover damages for Greyhound's breach of this Agreement, or to seek specific performance of this Agreement, the City shall be entitled to collect its reasonable attorney's fees, costs of suit, and costs of collection as part of the judgment in such action or proceeding.

(g) **Certain Provisions Survive Expiration and Termination.** The provisions of this Agreement pertaining to insurance, indemnification, payments to the City, and liability shall survive the expiration of the term of this Agreement and termination of this Agreement and continue in effect for a period of five years following the termination of this Agreement and for such further time as it may take to completely and finally negotiate, settle, or litigate any claim or suit concerning the same.

(h) **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

(i) **Assignment.** This Agreement shall not be assigned by Greyhound without the prior written consent of City, which consent may be granted, denied, or conditioned in City's sole and absolute discretion.

IN WITNESS WHEREOF, the parties hereunto entered into this on the day first written above.

GREYHOUND LINES, INC.

By: _____

Name: _____

Its: _____

CITY

Attest:

Pueblo, a municipal corporation,

City Clerk

By: _____
Nicholas A Gradisar, Mayor

Exhibit A – Area of Permitted Access and Use



Exhibit B – Authorized Improvements at the Facility

Greyhound does not intend to make any improvements to City's facility or premises without City's prior approval and written consent.

Exhibit C – Times of Service and Number of Buses

Service runs daily with one shuttle traveling northbound and one traveling southbound. Schedule below.

Southbound Daily Schedule	Northbound Daily Schedule
1 bus	1 bus
14:25-14:30	15:40-15:50

Exhibit D – Federal Contractors Compliance Agreement (PC-125)

The parties agree that the following shall be incorporated by reference to the attached contract.

The Greyhound company involved in this contract whether Greyhound Lines, Inc. or its affiliates or subsidiaries may have the status of "federal contractor" or "subcontractor."

To the extent required by law, you, as a party to this contract (hereafter referred to as "Contractor"), agree to comply with all applicable laws and regulations governing obligations of federal contractors, subcontractors and recipients of federal funds, including but not limited to Executive Order 11246, the Vietnam Era Veterans Adjustment Assistance Act of 1974, the Rehabilitation Act of 1973 and 41C.F.R. parts 60-1, -20, -250 and -741 and the Americans with Disabilities Act of 1990 (42 USC 312101 et seq). Contractor certifies that it will comply with the following provisions to the extent required by law."

I. EQUAL OPPORTUNITY CLAUSE

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

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will lend to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (the "Act")

(e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the

Secretary of Labor, or as otherwise provided by law. (g) The contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for non-compliance: Provided however that in the event the contractor becomes involved in, or is threatened with, litigation with 8 subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 17B7. The contractor shall submit a report within 30 days after the end of each identifying data for each hiring location. The contractor shall maintain at each hiring location

copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is not need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production, plant and office: laborers and mechanics: supervisory and non-supervisory: technical: and executive, administrative and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant a customary and traditional employer-union hiring arrangement" •tins employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act

(k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice

shall slate the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employers.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ the advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to tee Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

III. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor aggress to take affirmative action to employ, advance, in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, **rates** of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance (may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed **to take** affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 24, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director Human Resources

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2023 STAFFING ORDINANCE BY CONVERTING A VACANT POSITION WITHIN THE HUMAN RESOURCES DEPARTMENT

SUMMARY:

The Human Resources Director, with Mayor Gradisar's approval, requests to convert a currently vacant position in the Human Resources (HR) Department from an Office Assistant/HR Records Technician to an Administrative Technician to improve operational efficiencies within the department.

PREVIOUS COUNCIL ACTION:

On December 27, 2022, Ordinance No. 10363 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2023.

BACKGROUND:

A recent vacancy in the one full-time administrative support position within the HR department provided the opportunity to conduct a thorough review of the workload and tasks of existing HR staff. The result of the review is that a change in classification level of the administrative support position would be operationally beneficial.

HR has a need for an Administrative Technician position to assist with various activities that would free up analyst level staff to focus on high-impact priorities. The duties which will be reassigned to the position are at a significantly higher level than those currently assigned and require a different skill set to complete. Conversion of the vacant position will allow HR to realize operational efficiencies that are not possible with the current classification.

The City has added seventy full-time positions in the last four years. The staffing level in HR has not increased to support the additional workload created by this increase in base staffing. This ordinance does not seek to add another FTE at this time, but rather

the conversion of an existing vacancy to better meet the objectives of the department.

FINANCIAL IMPLICATIONS:

The cost to convert the vacancy is the difference between the Office Assistant/HR Records Technician position and Administrative Technician, which is \$2,193.63 per month (includes salary related benefits).

Assuming the position can be filled in June, the cost difference for the remainder of the year is approximately \$15,355.47 and can be absorbed by the HR Department's existing 2023 budget through salary savings. No additional funding is required for 2023.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no-action alternative would be to retain the current lower-level administrative support position, which would eliminate any opportunity to re-balance staff workload and enhance department efficiencies.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING THE FISCAL YEAR 2023
STAFFING ORDINANCE BY CONVERTING A VACANT
POSITION WITHIN THE HUMAN RESOURCES DEPARTMENT

WHEREAS, it is necessary to revise the positions for the ultimate efficiency and functionality for the Human Resources Department; NOW, THEREFORE,

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

SECTION 1.

The following section captioned "Human Resources" "of Ordinance No. 10363, being the 2023 Staffing Ordinance, is amended as follows:

Human Resources

Director of Human Resources	1
Assistant Director/Human Resources	1
HR Analyst I	2
HR Analyst II	1
Senior HR Analyst	1
<u>[Office Assistant/HR Records] Administrative Technician</u>	<u>1</u>
Total	7

SECTION 2.

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

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2023 Budget and staffing with respect to the allocation of positions within the Human Resources Department and shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 24, 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 ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE PUEBLO COUNTY DETENTION CENTER ANNEXATION TO THE CITY OF PUEBLO DESCRIBED AS 69.90 ACRES OF LAND LOCATED WEST OF THE INTERSECTION OF WEST 24TH STREET AND PUEBLO BOULEVARD

SUMMARY:

The petitioner, Pueblo County, is requesting to annex the property containing 69.90 acres into the City of Pueblo commonly known as the Pueblo County Detention Center Annexation to the City of Pueblo.

PREVIOUS COUNCIL ACTION:

On February 27, 2023 City Council approved a Resolution No. 15154 preliminarily determining that the petition for annexation of the area commonly known as the Pueblo County Detention Center Annexation is valid under the provisions of Colorado Revised Statutes Section 31-12-107(1).

BACKGROUND:

The Pueblo County Detention Center Annexation is located west of the intersection of West 24th Street and Pueblo Boulevard. The Petitioners are requesting to annex 69.90 acres into the City to provide for a new County detention center on approximately 25.47 acres on the southwestern portion of the property. The remaining approximately 44.43 acres of property is slated to be developed with a mixture of commercial uses, although this part of the property is proposed to be initially rezoned into an A-1 Agricultural holding zone. Prior to any development or subdivision, the A-1 property will be required to be zoned into the zone district that is most consistent with the future land use designation in the Pueblo Regional Development Plan.

The proposed annexation site is currently zoned Pueblo County R-6, Multiple-

Residential and Commercial District and Pueblo County A-1, Agricultural District. The property located north of the proposed annexation area contains a commercial auction business that is zoned Pueblo County B-4, Community Business District, and a vacant parcel zoned Pueblo County R-6, Multiple-Residential and Commercial District. The property east of Pueblo Boulevard is vacant and undeveloped, located within the city, and zoned B-3 Highway and Arterial Business District. The remaining property to the northwest, west, and south of the proposed annexation area is owned by the City of Pueblo and is managed as the Honor Farm Park and Open Space Area zoned S-1 Governmental within city limits.

The proposed annexation and development of a detention facility on the southwestern portion of the property, and commercial mixed-use development on the remainder of the property is compatible with the adjacent commercial uses.

The western 40 acres of the property is currently zoned Pueblo County A-1, Agricultural One and the remaining 29.9 acres zoned Pueblo County R-6, Multiple-Residential and Commercial District. The annexation agreement identifies that the 25.467-acre area for the County Detention Facility will be zoned City S-1, Governmental Use and the remaining 44.433-acre area will be zoned City A-1 Agricultural District. The annexation agreement allows for the A-1 zone district to continue for not more than 10 years and prohibits building permits from being issued until the property is rezoned to a zone district that is consistent with the Pueblo Comprehensive Plan. Following annexation, the applicant intends to subdivide the 69.9-acre parcel into one lot for the detention facility and three parcels for future resubdivision and development.

The proposed annexation is located Institutional Mixed Use and Commercial Mixed Use future land categories as identified in the 2023 Pueblo Regional Comprehensive Plan. The future proposed land uses are consistent with the future land use designations.

FINANCIAL IMPLICATIONS:

The Petitioner acknowledges and agrees that upon the annexation, the property shall become subject to the Charter, Ordinances, Resolutions, rules, and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services, including but not limited to sanitary sewer services, to the area proposed to be annexed.

BOARD/COMMISSION RECOMMENDATION:

The City Planning and Zoning Commission reviewed the annexation at the April 12, 2023 Regular Meeting. A motion to approve the proposed annexation was made by Commissioner _____, Commissioner _____ to recommend approval of the proposed annexation petition. Motion passed _____.

STAKEHOLDER PROCESS:

Annexation Impact Reports have been filed with taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

Upon request of City Council, the Ordinance could be returned to the Planning and

Zoning Commission for consideration of proposed modifications.

City Council could vote to not approve the annexation Ordinance. The applicant could resubmit an annexation petition in the future subject to the applicable provisions of the Municipal Annexation Act of 1965 and C.R.S. §31-12-104, 105 and 107(1).

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE PUEBLO COUNTY DETENTION CENTER ANNEXATION TO THE CITY OF PUEBLO DESCRIBED AS 69.90 ACRES OF LAND LOCATED WEST OF THE INTERSECTION OF WEST 24TH STREET AND PUEBLO BOULEVARD

WHEREAS, the City Planning and Zoning Commission has recommended that the area described in Section 1 hereof be annexed to the City of Pueblo; and,

WHEREAS, , the City Council has heretofore found and determined by Resolution that the Petition for Annexation and the area described in Section 1 hereof to be in compliance with the notice and other applicable provisions of the Municipal Annexation Act of 1965 and C.R.S. §31-12-104, 105 and 107(1); and,

WHEREAS, , the City Council has by Resolution found and determined that an election is not required under C.R.S. §31-12-107 (2) and no additional terms and conditions are to be imposed upon the area described in Section 1 other than those set forth in the Petition for Annexation and the Annexation Agreement; NOW THEREFORE,

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

SECTION 1.

The following described area situated in Pueblo County, Colorado, is hereby annexed to Pueblo, a Colorado Municipal Corporation, subject to the terms and conditions set forth in the Petition for Annexation and the Annexation Agreement, and the official map of the City shall be amended to show such annexation:

ANNEXATION

AREA TO BE ANNEXED

A parcel of land being all of N 1/2 of the SE 1/4 of Section 21, Township 20 South, Range 65 West of the Sixth Principal Meridian, less a portion conveyed to The Department of Highways, State of Colorado, by Special Warranty Deed recorded August 9, 1973, in Book 1757 Page 282, County of Pueblo, State of Colorado. Said parcel being more particularly described as follows:

BEGINNING at the NW corner of said N 1/2 of the SE 1/4 of Section 21; thence N 89°23'59" E (bearings based on the north line of said N 1/2 of the SE 1/4 of Section 21 monumented on the west end with a No. 6 rebar and 3 1/4" aluminum cap PLS No. 24964 and on the east end with a BLM 3 1/4" brass cap to bear N 89°23'59" E) along the north line of said N 1/2 of the SE 1/4 of Section 21, a distance of 2333.68 feet to a point on the westerly right of way line of Colorado State Highway No. 45; thence S 01°36'50" W along said westerly right of way line, a distance of 1319.23 feet to a point on the south line of said N 1/2 of the SE 1/4 of Section 21; thence S 89°21'02" W along said south line, a distance of 2282.67 feet to the SW corner of said N 1/2 of the SE 1/4 of Section 21; thence N 00°36'08" W along the west line of said N 1/2 of the SE 1/4 of Section 21, a distance of 1320.20 feet to the **POINT OF BEGINNING**. Said Parcel contains 69.90 acres, more or less.

PROPOSED NEW CITY LIMITS LINE

A line located within the NE1/4 of the SE1/4 of Section 21, Township 20 South, Range 65 West of the Sixth Principal Meridian, County of Pueblo, State of Colorado. Said line being more particularly described as follows:

BEGINNING at a point on the current City Limits Line being the NW corner of said NE 1/4 of the SE 1/4 of Section 21; thence N 89°23'59" E (bearings based on the north line of the N 1/2 of the SE 1/4 of said Section 21 monumented on the west end with a No. 6 rebar and 3 1/4" aluminum cap PLS No. 24964 and on the east end with a BLM 3 1/4" brass cap to bear N 89°23'59" E) along the north line of said N 1/2 of the SE 1/4 of Section 21, a distance of 1016.84 feet to a point on the westerly right of way line of Colorado State Highway No. 45; thence S 01°36'50" W along said westerly right of way line, a distance of 1319.23 feet to a point on the current City Limits Line being a point on the south line of said NE1/4 of the SE 1/4 of Section 21 and the **POINT OF TERMINIUS**.

CERTIFICATION OF PERIMETER

At least one-sixth of the boundary of the land described in paragraph one (1) above, is now existing City Limits Line.

At least one-sixth of the boundary of the land described in the annexation above is now existing city limits line. The complete annexation is within 3 miles of present city limits.

SECTION 2.

The owners of one hundred percent (100%) of the property to be annexed have petitioned for such annexation.

SECTION 3.

The Annexation Agreement in the form and content presented to the City Council at this meeting is hereby authorized and approved. The President of the City Council is hereby directed and authorized to execute and deliver the Annexation 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 4.

Within thirty (30) days after the effective date of the Ordinance, the City Clerk shall:

- (a) File one copy of the annexation map with the original of this ordinance in the office of the City Clerk; and,
- (b) File for recording three certified copies of this Ordinance and annexation map with the Pueblo County Clerk and Recorder; and,
- (c) File one certified copy of the annexation map and this Ordinance with the Southeastern Colorado Water Conservancy District.

SECTION 5.

The officers of the City are hereby authorized to take all other actions necessary or appropriate, on behalf of the City, to implement the provisions of this Ordinance and the Annexation Agreement.

SECTION 6.

If any provisions of this Ordinance or Annexation Agreement shall be held or deemed to be illegal, inoperative or unenforceable, the same shall not affect any other provisions or provisions of this Ordinance or Annexation Agreement or render the same invalid, inoperative or unenforceable, except as otherwise expressly provided in the Annexation Agreement.

SECTION 7.

The City Council hereby consents to the inclusion of the annexed area in the Southeastern Colorado Water Conservancy District pursuant to C.R.S. §37-45-136 (3.6).

SECTION 8.

This Ordinance shall become effective immediately upon final passage and the annexation shall be effective for ad valorem tax purposes on and after January 1, 2024.

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: April 24, 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 AN ENGAGEMENT LETTER WITH RECHT KORNFELD PC WITH RESPECT TO REPRESENTING THE CITY CLERK AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This ordinance would approve a fee agreement between the City of Pueblo and Recht Kornfeld, P.C. for provision of legal services.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Mark Grueskin of Recht Kornfeld, P.C. has been retained by the City Clerk's office for assistance in election-specific matters.

FINANCIAL IMPLICATIONS:

The City will be responsible for legal fees as well as any costs or expenses incurred in regard to services.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Passage of Ordinance.

ATTACHMENTS:

1. Fee Agreement Recht Kornfeld

ORDINANCE NO.

AN ORDINANCE APPROVING AN ENGAGEMENT LETTER
WITH RECHT KORNFELD PC WITH RESPECT TO
REPRESENTING THE CITY CLERK AND AUTHORIZING THE
MAYOR TO EXECUTE SAME

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

SECTION 1.

The Engagement Letter of retaining Recht Kornfeld PC with respect to representing the City Clerk Client in connection with addressing the legal sufficiency of petitions to amend the Pueblo City Charter to change the form of city government to a city manager-led government, including any challenge to or appeal of the City Clerk's decision, a copy of which being attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

FEE AGREEMENT

April 6, 2023

Pueblo City Clerk's Office
1 City Hall Place
Pueblo, CO 81003
ATTN: Marisa Stoller, City Clerk
Via Email: MStoller@pueblo.us

Re: Retention of Recht Kornfeld, P.C. for Provision of Legal Services

Dear Marisa:

Thank you for asking Recht Kornfeld, P.C. (the "Firm") to represent the Pueblo City Clerk's Office. This letter will set forth our agreement regarding the Firm's representation, including the billing of our fees and costs. Please review this agreement and advise me if there is anything you wish to discuss, change or clarify.

My understanding of the limited scope of our representation is as only as to the following matter(s): we will represent Client in connection with addressing the legal sufficiency of petitions to amend the Pueblo City Charter to change the form of city government to a city manager-led government, including any challenge to or appeal of the City Clerk's decision. If this description of our representation is not a correct summary of what you have asked us to undertake, please let me know immediately.

1. Hourly Rate - Legal Fees. The Firm's hourly attorney rates range from \$350.00/hour to \$875.00/hour. Client understands that my rate for this work, as outlined above, will be \$450.00/hour and that I may use the services of other attorneys to assist me. In addition, I may use one of our paralegals on Client's projects at a rate of \$150.00 per hour. Our rates generally change each year on January 1st and we will notify you of any changes in the first billing statement that includes the charges for any adjusted rate. The changes in our rates, however, will not exceed 5% per annum.

2. Retainer Fee. The Firm typically requires an advanced retainer fee before providing legal services. However, for this case we are waiving our typical retainer fee. It is understood, though, that all billed fees will be paid within 30 days of the date of the invoice is sent to you. *See* Paragraph 3 below.

3. Billing. Payment on invoices is due within 30 days of the date of the invoice. Client's obligation to make prompt payment on invoice charges does not depend upon achievement of any specific result by the Firm. If Client fails to pay any charges after 30 days from the date of the bill, the Firm may elect to stop all work on Client's matters when permitted by court rules and rules of professional conduct. *See also* paragraph 8 below.



4. Scope of Representation. Our engagement is limited to performance of the services described above and does not involve an undertaking to provide other services or to represent Client in any other matter.

5. Costs and Expenses. Client is also responsible for the payment of costs and expenses, which are in addition to attorney fees. These costs and expenses include, for example, fees for investigators, legal research database fees, expert witnesses and researchers, travel expenses, discovery costs, costs for copying and transcripts, filing fees, exhibits, postage, etc. Client agrees to pay directly (or prepay) expenses over \$500.00 that are invoiced by persons or companies outside our firm for your account, such as consultant fees, court reporter fees, and expert witness fees.

6. Interest on Monies Owed. You agree that we may charge and collect interest at 12% per annum on all monies due and owing to us for more than thirty days. This includes fees, costs and expenses.

7. Collection. If it is necessary to institute collection action to enforce this agreement, costs of collection, including reasonable attorneys' fees, will be payable to us in addition to all amounts for fees, costs and expenses previously described. Client agrees that the jurisdiction for any fee dispute will be the appropriate County or District Court in Denver, Colorado.

8. Client's Right to Terminate Agreement. Client may terminate this agreement at any time. If this option is exercised, Client agrees to immediately pay all fees and costs due to the Firm. Any portion of monies advanced to us for costs or for fees which has not been earned or expended, will be refunded to you.

9. Limited Scope of Engagement. The parties agree that the retention of Recht Kornfeld P.C. for the specific services addressed herein represents a limited engagement to provide the stated legal services. The firm's representation in these matters does not create a conflict of interest with, or prohibit Recht Kornfeld or attorneys employed by the firm from representing, other clients who, now or in the future, may have unrelated or adverse interests to or claims against the City or any of its agencies, boards, officials, employees, or agents. This representation shall not prevent the undersigned or Recht Kornfeld PC from representing parties whose interests may be adverse to the City or the City Clerk that are not directly related and adverse to Defendants' interests as to the merits of this lawsuit while it is pending in district court or an appellate court.

The Firm will use its best efforts to obtain a favorable result in the work undertaken on Client's behalf. However, a specific outcome cannot be assured, and we cannot and do not make representations regarding the results in this matter.



If you are in agreement with this Agreement, please sign the letter and return it to me.

Very truly yours,

RECHT KORNFELD, P.C.

By: s/ Mark G. Grueskin
MARK G. GRUESKIN
1600 Stout Street, Suite 1400
Denver, Colorado 80202
(303) 573-1900

The above and foregoing fee arrangement is acceptable to me on this _____ day of _____, 2023.

By: _____
Pueblo City Clerk's Office
ATTN: Marisa Stoller, City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 24, 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 CALLING A SPECIAL MUNICIPAL ELECTION TO BE HELD ON AUGUST 8, 2023 AND DIRECTING THAT THE SPECIAL MUNICIPAL ELECTION BE CONDUCTED AS A MAIL BALLOT ELECTION IN ACCORDANCE WITH THE PROVISIONS OF SECTION 5-3-2 OF THE PUEBLO MUNICIPAL CODE

SUMMARY:

This Ordinance directs that a Special Municipal Election be called for August 8, 2023 and that it be conducted as a mail ballot election.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Council is considering a special election for a ballot measure on August 8th, 2023.

FINANCIAL IMPLICATIONS:

The City's estimated costs are projected at \$250,000. Funding for the costs associated with conducting this Special Municipal Election is not currently allocated in the City Clerk's 2023 Departmental Budget and would likely need to come out of Fund Balance.

BOARD/COMMISSION RECOMMENDATION:

The Board of Elections will meet on April 24, 2023 and will review this Ordinance Calling for a Special Election. In the past, the Board of Elections has felt that it is in the best interest of the City and its Citizens to conduct a Mail Ballot Election.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

Council can choose not to move forward with holding a Special Election.

RECOMMENDATION:

Election Board Resolution 2023-1.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE CALLING A SPECIAL MUNICIPAL ELECTION TO BE HELD ON AUGUST 8, 2023 AND DIRECTING THAT THE SPECIAL MUNICIPAL ELECTION BE CONDUCTED AS A MAIL BALLOT ELECTION IN ACCORDANCE WITH THE PROVISIONS OF SECTION 5-3-2 OF THE PUEBLO MUNICIPAL CODE

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

SECTION 1.

There is hereby called a Special Municipal Election to be held on August 8, 2023 to be conducted as a mail ballot election.

SECTION 2.

Pursuant to Section 5-3-2, P.M.C., the mail ballot elections shall be conducted in accordance with the procedures set forth in the Mail Ballot Election Act, Section 1-7.5-101, et seq., C.R.S.; provided, however and to the extent of any conflict between the Mail Ballot Election Act and the City Charter or Title V of Pueblo Municipal Code, the requirements and provisions of said Charter or Code shall control and supersede the requirements and provisions of the Mail Ballot Election Act.

SECTION 3.

The City Clerk, the Board of Elections, and all officers and staff of the City are authorized to take all action necessary, appropriate or required to implement the provisions of this Ordinance and to conduct the Special Municipal Election to be held on August 8, 2023.

SECTION 4.

The City Council does hereby adopt the optional registration plan provided for in Section 17-9 of the Charter of the City of Pueblo and hereby determines and declares that voting machines are not available.

SECTION 5.

All public notices that are required to be published with respect to the Special Municipal Election shall be published in The Pueblo Chieftain.

SECTION 6.

The City Clerk is hereby designated as the City's Election Official for purposes of the Special Municipal Election to be held on August 8, 2023. The Director of Finance is hereby designated as the City Council's designee responsible for providing to the City Clerk the fiscal information that must be included in any ballot issue notice for any initiated measure or ballot issue, if applicable, referred to the voters by the City Council at the Special Municipal Election to be held on August 8, 2023.

SECTION 7.

If any section, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of such section, clause or provision shall

not affect any of the remaining sections, clauses or provisions of this Ordinance.

SECTION 8.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: April 24, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM:

SUBJECT: AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON AUGUST 8, 2023 A PROPOSED AMENDMENT TO THE CHARTER OF THE CITY OF PUEBLO AND FIXING THE BALLOT TITLE THEREFORE

SUMMARY:

Attached is a proposed Ordinance referring to the registered voters of the City at a special municipal election to be held on August 8, 2023 an amendment to the City's Charter which would change the form of government from Mayor-Council to Council-Manager.

PREVIOUS COUNCIL ACTION:

At the general election held November 7, 2017, Ordinance No. 9134 enacting the current Mayor-Council form of government was submitted to and was approved by a majority vote of the people.

BACKGROUND:

The proposed Ordinance amends the Charter of the City of Pueblo to change the form of government from a Mayor - City Council government to a City Council - City Manager government and in connection therewith: requires that the City Council - City Manager form of government not be changed except by Charter Convention upon majority vote of qualified voters; eliminates the office of City Mayor, Deputy Mayor and Chief of Staff and establishes the office of City Manager to be selected by City Council, in which all executive and administrative powers of the City shall be vested; gives City Council the power to appoint all City boards and commissions whose members will be limited to four-year terms; removes the prohibition against City Council interfering in the removal of members of City boards and commissions; recognizes the President of the City Council as head of City government for all ceremonial purposes and authorizes the President of the City Council to execute and authenticate legal documents as may be

required; gives the City Council the right to enforce its own ordinances; gives City Council the power to appoint the City Clerk and Municipal Court Judges; allows current and former members of the City Council to become City Manager or City employees after the first year following the expiration of their terms of office; authorizes City Council to direct the City Attorney to institute lawsuits; allows the functions of the Department of Aviation be determined by resolution; mandates that the City Council - City Manager form of government take effect immediately if approved the registered electors of the City of Pueblo and provides that the City Council shall appoint an interim City Manager.

FINANCIAL IMPLICATIONS:

The City will incur the cost of a Special Municipal Election on August 8, 2023, to be conducted as a mail ballot election by the County Clerk. The costs of the election are currently unknown.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Members of the public are the primary stakeholders affected by the proposed Ordinance. The public will have an opportunity to vote on the change in form of government at the special municipal election.

ALTERNATIVES:

Not applicable.

RECOMMENDATION:

None.

ATTACHMENTS:

1. ORDINANCE NO. A

ORDINANCE NO. _____

AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON AUGUST 8, 2023 A PROPOSED AMENDMENT TO THE CHARTER OF THE CITY OF PUEBLO AND FIXING THE BALLOT TITLE THEREFOR

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

SECTION 1.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the special municipal election to be held on August 8, 2023 a proposed amendment to the Charter of the City of Pueblo, more particularly set forth in Section 3 of this Ordinance.

SECTION 2.

This ballot title (submission clause and title) for the proposed Charter Amendment set forth in Section 3 hereof is hereby fixed and adopted as follows:

BALLOT QUESTION NO. __ - CHARTER AMENDMENT

(Change Form of Government to Council-Manager)

SHALL THE CHARTER OF THE CITY OF PUEBLO BE AMENDED TO CHANGE THE FORM OF GOVERNMENT FROM A COUNCIL-MAYOR GOVERNMENT TO A COUNCIL-MANAGER GOVERNMENT, AND IN CONNECTION THEREWITH: REQUIRING THAT THE CITY COUNCIL - CITY MANAGER FORM OF GOVERNMENT NOT BE CHANGED EXCEPT BY CHARTER CONVENTION UPON MAJORITY VOTE OF QUALIFIED VOTERS; ELIMINATING THE OFFICE OF CITY MAYOR, DEPUTY MAYOR AND CHIEF OF STAFF AND ESTABLISHING THE OFFICE OF CITY MANAGER TO BE SELECTED BY CITY COUNCIL, IN WHICH ALL EXECUTIVE AND ADMINISTRATIVE POWERS OF THE CITY SHALL BE VESTED; GIVING CITY COUNCIL THE POWER TO APPOINT ALL CITY BOARDS AND COMMISSIONS WHOSE MEMBERS WILL BE LIMITED TO FOUR-YEAR TERMS; REMOVING THE PROHIBITION AGAINST CITY COUNCIL INTERFERING IN THE REMOVAL OF MEMBERS OF CITY BOARDS AND COMMISSIONS; RECOGNIZING THE PRESIDENT OF THE CITY COUNCIL AS HEAD OF CITY GOVERNMENT FOR ALL CEREMONIAL PURPOSES AND AUTHORIZING THE PRESIDENT OF

THE CITY COUNCIL TO EXECUTE AND AUTHENTICATE LEGAL DOCUMENTS AS MAY BE REQUIRED; GIVING THE CITY COUNCIL THE RIGHT TO ENFORCE ITS OWN ORDINANCES; GIVING CITY COUNCIL THE POWER TO APPOINT THE CITY CLERK AND MUNICIPAL COURT JUDGES; ALLOWING CURRENT AND FORMER MEMBERS OF THE CITY COUNCIL TO BECOME CITY MANAGER OR CITY EMPLOYEES AFTER THE FIRST YEAR FOLLOWING THE EXPIRATION OF THEIR TERMS OF OFFICE; AUTHORIZING CITY COUNCIL TO DIRECT THE CITY ATTORNEY TO INSTITUTE LAWSUITS; ALLOWING THE FUNCTIONS OF THE DEPARTMENT OF AVIATION BE DETERMINED BY RESOLUTION; MANDATING THAT THE CITY COUNCIL - CITY MANAGER FORM OF GOVERNMENT TAKE EFFECT IMMEDIATELY UPON APPROVAL OF THIS CHARTER AMENDMENT BY THE REGISTERED ELECTORS OF THE CITY OF PUEBLO AND PROVIDING THAT THE CITY COUNCIL SHALL APPOINT AN INTERIM CITY MANAGER.

_____ YES
_____ NO

SECTION 3.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the special municipal election to be held on August 8, 2023 an amendment to the Charter of the City of Pueblo, as follows: (brackets indicate matter being deleted, underscoring indicates new matter being added):

ARTICLE 1

General Provisions

Section 1-2. Form of Government - The Municipal Government provided by this Charter shall be known as **the "[Mayor-Council] City Council-City Manager Government,**" and shall not be changed except in accordance with the laws of the State of Colorado and provisions of this Charter, **by Charter Convention upon majority vote of the qualified voters.** Pursuant to its provisions and subject only to limitations imposed by the State Constitution and by this Charter. Pursuant to its provisions and subject only to limitations imposed by the state constitution and by this Charter, all executive powers of the city shall be vested in **[an elected Mayor] the City Manager** and all legislative powers shall be vested in an elective council, **except as provided by law or city charter.**

Section 1-5. Definitions - Certain words and phrases, when used herein, are hereby declared to have the following meanings:

- a. "Agency" shall mean any Bureau, Department, Division, or other organizational unit in the executive branch of city government;
- b. "Allotment" shall mean a portion of an appropriation made available for expenditure during a specified period of less than one year;
- c. "Appropriation" shall mean an authorization by the Council to expend from public funds a specified maximum sum for a specified purpose and during a specified time;
- d. "Area" in the case of councilmen elected by district shall mean the councilmanic district; for councilmen elected at large, it shall mean the City;
- e. "Bureau" shall mean an organization of two or more departments headed by one person, responsible directly to the **City Manager [Mayor]**. The heads of departments within the Bureau are directly responsible to the Bureau Head;
- f. "Candidate" shall mean any person seeking nomination or election to any city office in Pueblo;
- g. "Class" when used in connection with personnel administration, shall mean a definitely recognized kind of employment in the Classified Service comprising positions that are so nearly alike in duties and responsibilities that they can be equitably treated under similar conditions for personnel purposes;
- i. "Classified Service" shall mean the aggregate of all positions in municipal service covered by Civil Service;
- j. "Department" shall mean one of the major organizational units of the City;
- k. "Division" shall mean a primary subdivision of a department headed by one person responsible directly to the Department Director;
- l. "Emergency Ordinance" shall mean an ordinance, the passage of which shall be necessary to the preservation or protection of public health, property, or safety;
- m. "Employees" shall mean all persons in municipal service who are not officers;
- n. "General Law" shall mean the Constitution and Statutes of the State of Colorado and common law to the extent that common law has been adopted in Colorado;
- o. "Officers" shall mean persons in municipal service specifically declared by this Charter to be officers;
- p. "Qualified Elector" shall mean a person entitled to vote at a general municipal election, if registered, and if not registered, otherwise eligible to vote; the term is synonymous with qualified voter;
- q. "Qualified Taxpaying Electors" shall mean such of the qualified voters as shall in the twelve months immediately preceding the date of election have paid a City property tax on property listed on the county assessment rolls;
- r. "Unclassified Service" shall mean the aggregate of all positions in municipal service not covered by Civil Service.

ARTICLE 2

Municipal Officers

Section 2-1. Designation of Officers - In accordance with Article XX of the Constitution of the State of Colorado, the legally qualified holders of the following positions in municipal service are hereby declared to be officers, and their monthly salaries are hereby initially fixed in the following amounts until changed by ordinance, but shall not be increased or decreased during the current term of **[officers]** councilors enacting such ordinance.

[Mayor	\$12,500.00]
President of the City Council	\$125.00
Member of the City Council	\$100.00

Section 2-3. Elective Officers - The following officers shall be elected by the qualified electors:

[Mayor]
Members of the City Council;
Members of the Civil Service Commission;
Such other officers as provided for in this Charter.

Section 2-4. Qualification of Elective Officers - Each elective officer when elected shall have been a citizen of the United States and shall have resided in the City for at least twelve consecutive months immediately preceding the election, and in the precinct for ten days immediately before filing as a candidate. Councilmen elected by districts shall also be residents and qualified electors of the respective districts from which they are elected. A person who has been convicted of a felony shall not become a candidate for the Council **[or Mayor]**. No elected official shall hold any other elective public office or be an employee of the City of Pueblo.

Section 2-5. Appointive Boards and Commissions - Unless otherwise required by law, all boards and commissions shall be appointed by the **[the Mayor] City Council**, subject to Council confirmation and shall have such powers and perform such duties as are prescribed by the Charter or by ordinance.

Members of such boards and commissions shall serve for a period of four years, or until their successors are appointed.

Appointments by the **City Council [Mayor]** shall specify the term of office of each individual in order to achieve overlapping of tenure.

All members shall be subject to removal by the appointing authority.

All boards and commissions shall choose their own chairmen and operate in accordance with the rules of procedure as set forth by the appointing authority.

Notwithstanding the foregoing, **[the Mayor and] the City** Council shall have no jurisdiction or control over the independent Board of Water Works of Pueblo, Colorado and shall act in accordance with section 15.2 of this Charter.

Section 2-6. Elected Officers - All elected officers shall continue to hold office until their successors are duly elected and qualified. An elective office shall become vacant whenever any officer becomes permanently incapacitated, either physically or mentally, and cannot perform the duties of his office, or if a councilman absents himself from two regular council meetings during any one calendar year without reasonable excuse, as determined by the rules of procedure of the Council. Any officer after final conviction of a felony shall forfeit his office forthwith. If a councilman elected from a district moves from such district during his term of office, his office is automatically declared vacant. In the case of vacancy of a district council member, the Council shall fill the vacancy by appointment of an eligible person from such district. In case of a vacancy of a council member elected at large, the Council shall fill the vacancy by appointment of an eligible person selected from the City at large.

Any vacancy in an elective office **[,except for the office of Mayor,]** shall be filled by appointment of the Council. Any person appointed to fill a vacancy in an elective office shall have the qualifications required of persons regularly elected and shall hold the office until the next general municipal election when the vacancy shall be filled by election according to law and until his successor is qualified. The term of office of any officer elected to fill a vacancy shall terminate at the expiration of the term during which the vacancy occurred.

[Any vacancy in the office of the Mayor shall be filled in accordance with section 4-11 of this Charter]

ARTICLE 3

City Council

Section 3-4. President of the Council – The President of the Council shall preside over meetings of the Council and have the same right to speak and vote therein as any other member. **The City Councilor President shall be recognized as head of the City Government for ceremonial purposes only. The President shall execute and authenticate legal instruments requiring a signature as such an official.** The Vice-President shall become acting president with the same duties as provided for the President in **[his] the** absence or disability **of the President.** The President shall in no case have the power of veto.

Section 3-5. General Powers – The Council shall have the power to adopt all ordinances, resolutions, or other legislation conducive to the welfare of the people of

the City and not inconsistent with this Charter, and the Council shall not perform any executive functions except those functions assigned to the Council by this Charter. The Council shall have all legislative powers and functions of municipal government conferred by general law, except as provided in this Charter:

a. Have all legislative powers of municipal government conferred by general law, except as provided in this Charter. The Council shall act only by ordinance in matters of legislation or appropriations, or when action by ordinance is otherwise required by this Charter, by ordinance, or by general law: and may act by ordinances or resolutions in other matters. When council expresses opinions, principles, facts, or propositions, it shall be in the form of a resolution.

b. Provide for penalties for violations of its ordinances. **The Council shall provide for enforcement of its ordinances.** No fines or imprisonments shall exceed the following limits: Fines, one thousand dollars (\$1,000.00); imprisonment, one (1) year; or a combination of both fine and imprisonment within the designated limits. The amount by which any fine exceeds three hundred dollars (\$300.00) is dedicated to graffiti control and removal and other law enforcement activities as determined by the Council.

c. **The Council is [Not] not** to be otherwise limited in its punitive or enforcement measures.

d. **The Council shall [Approve] approve** compensation for boards, commissions, and employees in the Classified and Unclassified Service.

e. **The Council, or a duly authorized committee thereof, may [Have] have** the discretion to investigate any agency and the official acts of any officer or employee thereof, and may compel by subpoena attendance and testimony of witnesses and production of books and documents.

f. Establish and adopt by ordinance or resolution five-year goals and one-year objectives for the City, which goals and objectives shall be reviewed and revised annually by the Council. In doing so, Council shall **[consult with the Mayor,]** seek advice from appropriate boards and commissions, and hold one or more public hearings before adopting or revising the goals and objectives of the City.

g. **The Council may [Hire] hire** the personnel necessary to enable the Council to adequately perform its duties.

h. **The Council shall [Not] not** interfere in executive appointments or removals except for the purpose of confirmation on appointments. The Council and its members shall deal with the administrative service **solely through the city manager, [solely through the Mayor and neither the Council] and** no member thereof shall give orders to any subordinates of the **[Mayor] city manager** either publicly or privately. Council shall not interfere in the removal of heads or directors of bureaus, departments, city employees. **[or Mayor- appointed boards and commissions.]**

i. Faithfully execute and comply with all laws, ordinances, regulations and resolutions of the City and all laws of the State of Colorado and the United States of America which apply to the City.

Section 3-9. Power to Make Contracts - The Council may enter contracts and leases on behalf of the Municipal Government by ordinance only. All written contracts, to which the Municipal Government is a party, shall be approved as to form by the City Attorney.

Section 3-10. Independent Audits - The Council shall contract with or employ an independent practicing individual or firm, permitted to practice public accounting under general law and of known standing, to perform an annual general audit of municipal government and such other periodic post audit as the Council may determine. Such audits shall include:

- a. Post auditing all financial records and transactions of the Municipal Government at length or by test checks;
- b. Verifying general financial statements and existence and amounts of the assets and liabilities of the Municipal Government;
- c. Recommending to the **City Manager [Mayor]** the scope, form, and content of the financial records to be kept by all agencies in order to permit a proper post audit.
- d. Reporting deficiencies to proper officials for administrative, civil or criminal action;
- e. A condensed financial statement, including findings and recommendations of the auditors, to be published annually.

Section 3-11. City Clerk - **The City Council [Mayor]** shall appoint the City Clerk, **subject to Council confirmation**, who shall act as Clerk of the Council. The City Clerk shall give notice of council meetings, keep a journal of its proceedings, authenticate by **[his] his/her** signature and record in full in the book kept for the purpose, all ordinances and resolutions and shall perform such other duties as shall be required by this Charter or by ordinance.

Section 3-14. Surety Bonds - The Council shall require the **City Manager**, the Director of Finance and such other employees transacting financial business of the City to furnish bonds with such surety and in such amounts as the Council may determine.

Section 3-21. Disposition of Ordinances — **The President of the Council shall sign all ordinances approved by the Council, both on the ordinance itself and in the ordinance record.** The City Clerk shall present all ordinances approved by the Council to the **City Council President [Mayor]** within forty-eight (48) hours of final passage. **[If the Mayor approves the ordinance as passed by the Council, he or she shall sign it within five (5) days after receiving it. If the Mayor disapproves, the ordinance shall be returned to the Council within five (5) days after with the Mayor's objections in writing. If then five (5) of the Council members vote to**

pass the same over the Mayor's veto at the next regular meeting of Council, it shall become an ordinance notwithstanding the objections of the Mayor. If the Mayor does not return the ordinance with written objections within the time specified, it shall take effect as if the Mayor had approved it. Ordinances shall be signed by both the Mayor and the President of the Council or the President of the Council in case of veto override; both on the ordinance itself and in the ordinance record.] All ordinances of Pueblo shall be indexed by subject by the City Clerk in a book kept for that purpose which shall be a public record.

ARTICLE 4 **[Mayor]City Manager**

Section 4-1. Appointment - The Council shall hire a City Manager who shall be the Executive Head of the Municipal Government. The Council shall fix his/her salary at such amount as it shall approve. He/she shall be appointed based on administrative and executive qualifications with special reference to his/her actual experience in and his/her knowledge of accepted practice in respect to the duties of his/her office as hereafter set forth. At the time of his/her appointment the City Manager need not be a resident of the City of Pueblo or State of Colorado, but during his/her tenure of office he/she shall reside within the City of Pueblo within 6 months of hire. No Councilor shall be appointed to the position of City Manager or any position in the Classified or Unclassified Service of the City during the term for which the councilor shall have been elected nor within one year after the expiration of his term.

Section 4-2. Absence of City Manager - To perform duties during temporary absence or disability, the City Manager shall designate by letter, filed with the City Clerk, a qualified administrative city employee. In event of failure by the City Manager to make such a designation, the Council may, by resolution, appoint a qualified administrative city employee to perform the duties of the City Manager until return, or disability shall cease.

Section 4-3. Removal of City Manager. The Council shall appoint the City Manager for an indefinite term and may remove him/her by majority vote of its members. At least thirty (30) days before such removal shall become effective, the Council shall by majority vote of its members, adopt a resolution stating the reasons for his/her removal. Upon removal of the City Manager, the Council shall in any case cause to have paid him/her forthwith any unpaid balance of his/her salary for the current month and his salary for the next calendar month following adoption of the resolution.

Section 4-4. Council - Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the City

Manager and neither the Council nor any member thereof shall give orders to any subordinates of the City Manager either publicly or privately.

The City Manager shall:

a. Be responsible for enforcement of the laws and ordinances of the City;

b. Except as such powers may be specifically otherwise designated herein, have power to appoint, suspend and remove heads or directors of all bureaus, departments, and city employees; suspension or dismissal of the head or director of a bureau or department must be by written statement giving the reasons for such action, a copy of which must be delivered to the person concerned; all appointments shall be based upon merit and fitness alone, provided however, that in the Classified Service all appointments, suspensions and removals shall be subject to the Civil Service and personnel provisions of the Charter of Pueblo. The power to appoint heads or directors of all bureaus and departments shall be subject to Council confirmation.

c. Except as herein otherwise provided, exercise supervision and control over all executive and administrative departments and agencies created herein or that may be hereafter created by the Council; Each Department shall be headed by a Director, recommended by the city manager, and appointed by the city council with the majority vote. Two or more departments may be headed by the same individual. Directors of departments may also serve as chiefs of divisions. All persons appointed as Directors of Bureaus or Departments shall be selected on the basis of their training, experience, qualifications and fitness for the particular job to be performed. Consideration shall be given to persons already employed in the respective department at the time of the appointment. Appointments shall be subject to Council confirmation. The city manager shall have power, whenever the interest of the City requires, to assign any employee of one department to temporary performance of similar duties in another department.

d. Prepare the Budget annually and submit it to the Council and be responsible for its administration after adoption. Direct the Financial Director to prepare annual budget. City Manager and Finance shall present to council for approval, and both are responsible for its administration and after adoption as directed by council.

e. Prepare a written state of the City report annually, which report shall be filed with the City Clerk by the first Tuesday in February and made a part of the permanent records of the City and available to the public. Such report shall be submitted to the Council as of the end of the fiscal year, a complete report on finances and administrative activities of the City for the preceding year and the future needs of the City and make written or verbal reports to the Council at any time required by it as to any particular matter relating to the affairs of the City within their supervision.

f. Keep the Council advised of the financial condition and future needs of the City and make such recommendations to the Council for adoption as he may deem necessary or expedient.

g. Be responsible for enforcement of all terms and conditions imposed in favor of the City or its inhabitants in any contract or public utility franchise and upon knowledge of any violation thereof, report the same to the Council for such action and proceedings as may be necessary to enforce the same.

[Section 4-1. Election of Mayor - The Mayor shall meet the qualifications for elective officer on the date of filing of the declaration of candidacy for the office of Mayor. The Mayor shall be elected by the qualified electors of the City.]

[Section 4-2. Mayor's Term - The term of Mayor, unless sooner recalled or removed, shall begin on the second Tuesday in January of the year following election and shall be for four years or until a successor is duly elected and qualified. After having served two consecutive terms, the incumbent Mayor shall be ineligible to hold office thereafter.]

[Section 4-3. Powers – The executive branch of the City government is created. The office of Mayor is created. The Mayor shall control and direct the executive branch. The Mayor is authorized to delegate executive and administrative power within the executive branch. The Mayor shall be the chief executive officer with all executive and administrative powers of the City, except as otherwise provided in this Charter. The Mayor is the official head of the City for all ceremonial purposes. The Mayor shall devote full-time and attention to the performance of the duties of office the position and shall hold no other paid public or private employment.]

[Section 4-4. Duties of Mayor. The Mayor shall:]

[a. Be responsible for enforcement of the laws and ordinances of the City;]

[b. Except as such powers may be specifically otherwise designated herein, have power to appoint, suspend and remove heads or directors of all bureaus, departments, and city employees; suspension or dismissal of the head or director of a bureau or department must be by written statement giving the reasons for such action, a copy of which must be delivered to the person concerned; all appointments shall be based upon merit and fitness alone, provided however, that in the Classified Service all appointments, suspensions and removals shall be subject to the Civil Service and personnel provisions of the Charter of Pueblo. The power to appoint heads or directors of all bureaus and departments shall be subject to Council confirmation.]

[c. Except as herein otherwise provided, exercise supervision and control over all executive and administrative departments and agencies created herein or that may be hereafter created by the Council; Each Department shall be headed by a Director, recommended by the city manager, and appointed by the city council]

with the majority vote. Two or more departments may be headed by the same individual. Directors of departments may also serve as chiefs of divisions. All persons appointed as Directors of Bureaus or Departments shall be selected on the basis of their training, experience, qualifications and fitness for the particular job to be performed. Consideration shall be given to persons already employed in the respective department at the time of the appointment. Appointments shall be subject to Council confirmation. The city manager shall have power, whenever the interest of the City requires, to assign any employee of one department to temporary performance of similar duties in another department.]

[d. Prepare the Budget annually and submit it to the Council and be responsible for its administration after adoption. Direct the Financial Director to prepare annual budget. City Manager and Finance shall present to council for approval, and both are responsible for its administration and after adoption as directed by council.]

[e. Prepare a written state of the City report annually, which report shall be filed with the City Clerk by the first Tuesday in February and made a part of the permanent records of the City and available to the public. Such report shall be submitted to the Council as of the end of the fiscal year, a complete report on finances and administrative activities of the City for the preceding year and the future needs of the City and make written or verbal reports to the Council at any time required by it as to any particular matter relating to the affairs of the City within their supervision.]

[f. Keep the Council advised of the financial condition and future needs of the City and make such recommendations to the Council for adoption as he may deem necessary or expedient.]

[g. Be responsible for enforcement of all terms and conditions imposed in favor of the City or its inhabitants in any contract or public utility franchise and upon knowledge of any violation thereof, report the same to the Council for such action and proceedings as may be necessary to enforce the same.]

[h. Appoint the Deputy Mayor subject to Council confirmation:]

[i. Appoint the members of city boards and commissions pursuant to Section 2-5]

[j. Recommend to the Council such measures and ordinances as he or she may deem necessary or expedient, and to make such other recommendations to the Council concerning the affairs of the City. as the Mayor finds desirable:]

[k. Participate in discussions of the Council in an advisory capacity have the right to attend and be heard at any regular, special, open or closed session meeting of the Council, but not the right to vote at such meetings:]

[l. Perform such other duties as may be prescribed by this Charter.]

[m. Faithfully execute and comply with all laws, ordinances, and regulations of the City and all laws of the State of Colorado and the United States of America which apply to the City.]

[Section 4-5. Deputy Mayor - The Mayor shall designate a member of the cabinet, as the term is defined in Section 4-6 of this Charter, to be the Deputy Mayor. The designation shall be filed with the City Clerk. The designation shall be valid for one (1) year unless a vacancy in the office occurs, in which case the Mayor shall appoint another member of the cabinet to be the Deputy Mayor. The Deputy Mayor shall serve at the pleasure of the Mayor.]

[Section 4-6. Administrative Departments - Mayor's Cabinet — There shall be the following Departments: Aviation, Finance, Fire, Health, Law, Parks and Recreation, Personnel, Police, Public Works, and Purchasing. and such others as may be established by ordinance. upon the recommendation of the City Manager. The Mayor's cabinet shall be composed of the directors of the Departments and such other Departments as may be established by ordinance upon the recommendation of the Mayor.]

[Section 4-7. Directors of Departments - Each Department shall be headed by a Director, recommended by the appointed the Mayor city manager, and appointed by the city council with the majority vote. Directors shall serve at the pleasure of the Mayor.]

[All persons appointed as Directors of Bureaus or Departments shall be selected on the basis of their training, experience, qualifications and fitness for the particular job to be performed. Consideration shall be given to persons already employed in the respective department at the time of the appointment. Appointments shall be subject to Council confirmation.]

[Two or more departments may be headed by the same individual; the Deputy Mayor must head one or more departments. Directors of departments may also serve as chiefs of divisions.]

[Section 4-8. Departmental Divisions - The work of each department may be distributed among such divisions thereof as may be established by ordinance upon recommendation of the Mayor or by regulations issued by the Mayor, pending passage of such an ordinance.]

[Section 4-9. Assignment of Employees – The Mayor shall have power, whenever the interest of the City requires, to assign any employee of one department to temporary performance of similar duties in another department.]

[Section 4-10. Action on Ordinances — Upon presentation of all ordinances approved by the Council to the Mayor in accordance with Section 3-21 of this Charter, the Mayor shall:]

[a. Sign such ordinance within five (5) days if he or she approves; or]

[b. Return such ordinance to the Council within five (5) days if he or she disapproves, with the Mayor's objections in writing.]

[If then five (5) of the Council members vote to pass the same over the Mayor's veto, it shall become an ordinance notwithstanding the objections of the Mayor. If the Mayor does not return the ordinance with written objections within the time specified, it shall take effect as if the Mayor had approved it.]

[Section 4-11. Vacancy in the Office of Mayor — Succession of Acting Mayor In the event a vacancy occurs in the office of Mayor, the Deputy Mayor shall resign his or her office and shall become acting Mayor; except that if the Deputy Mayor refuses or is unable to discharge the duties of the office of Mayor, the person shall not resign as a Director; and the office shall be filled by appointment of the Council.]

[Any person appointed to fill a vacancy in the office of Mayor shall have the qualifications required of persons regularly elected and shall hold the office until the next general municipal election or special run-off election, when the vacancy shall be filled by election according to law and until his or her successor is qualified. The term of office of any person filling the vacancy in the office of Mayor shall terminate at the expiration of the term during which the vacancy occurred.]

ARTICLE 5

Municipal Court

Section 5-1. Municipal Court - There shall be a Municipal Court vested with exclusive original jurisdiction of all causes arising under the Charter and the ordinances of the City of Pueblo. The [Mayor] City Council shall appoint, by majority vote [subject to Council confirmation], as many Municipal Judges as may be required to conduct the affairs of the Municipal Court. Municipal Judges shall be attorneys admitted to practice law in Colorado. Each Municipal Judge shall be appointed by the [Mayor] Council for a term of two years and may be removed by the [Mayor] Council for cause. The [Mayor] Council shall designate one Judge to be the presiding Judge, who shall act as Municipal Court Administrator and who shall supervise all Court personnel. The Judges shall receive such compensation as shall be fixed by the Council. In the absence of any

Judge, the presiding Judge may designate a reputable attorney to serve in the place of the absent Judge.

Term of Municipal Court and local rules of procedure shall be enacted by the Council upon recommendation of the Municipal Judges.

ARTICLE 6

Department of Law

Section 6-3. Institution of Suits - When directed by **[the Mayor in writing or by]** the Council, the City Attorney shall institute or defend any suit, action, or proceeding on behalf of the Municipal Government or an agency.

Section 6-4. Notice of Personal Injuries - Before the Municipal Government shall be liable for damages to a person injured on a street, avenue, alley, sidewalk, public place or way, the person so injured, or someone in his behalf, shall notify the Municipal Government within the time period, and manner required by the laws of the State of Colorado **and within sixty (60) days after receiving the injuries, shall notify the City Manager in writing, stating fully the time, place, circumstances, and extent of injuries.**

ARTICLE 7

Finance Administration Part I- Budget

Section 7-2. Submission of the Budget - Not later than the first regular meeting of the Council in October of each year, the **[Mayor] City Manager** shall submit to the Council:

a. An annual or current expense budget, hereafter referred to as the "Budget", which shall be a complete financial plan for the ensuing fiscal year, consisting of the budget proper and the budget message.

b. A capital budget.

Section 7-3. Scope of Annual Budget - The Budget shall contain:

a. An estimate of all revenue cash receipts anticipated from sources other than the tax levy of the ensuring fiscal year;

b. An estimate of the General Fund cash surplus at the end of the current fiscal year or of the deficit to be made up by appropriation;

c. The estimated expenditures necessary for operation of the several department, offices and agencies of the City;

d. Debt service requirements for the ensuring fiscal year;

e. An estimate of the sum required to be raised by the tax levy for the ensuring fiscal year, and the rate of levy necessary to produce such sum based on a percentage of collection not exceeding the lowest percentage of current levy collection experienced during the three preceding complete fiscal years;

f. A balanced relation between total estimated expenditures and total anticipated revenue cash receipts, taking into account the estimated General Fund cash surplus or deficit at the end of the current fiscal year.

All estimates shall be in detail showing revenues by sources and expenditures by organizational units, activities, character and object. The Budget shall be so arranged as to show comparative figures for receipts and expenditures for at least two prior years and for the current year and the **[Mayor's] City Manager's** recommendations for the ensuring year. The Budget may provide an additional amount as a reserve to meet and care for expenditures to be made from such fund during the months of January to April in the year following the year for which the Budget and Appropriation Ordinance shall apply.

Section 7-4. The Budget Message - The budget message shall contain the recommendations of the **[Mayor] City Manager** concerning the fiscal policy of the City, a description of the important features of the budget plan, an explanation of all major increases or decreases in budget recommendations as compared with prior years, and a summary of the proposed budget showing comparisons similar to those required in the budget proper, itemized by principal sources of revenue and the main items of expenditure.

Section 7-5. Departmental Estimates - The Head of each department, office or agency shall submit to the **[Mayor] City Manager**, at such date as the **[Mayor] City Manager** shall determine, estimates of revenue and expenditure for that department, office, or agency. Such estimates shall be submitted upon forms furnished by the **[Mayor] City Manager** and shall contain all information which **[he] may be [require] required**. The form submitted shall include data regarding expenditures of the last fiscal year and estimates of expenditures to be required for the current fiscal year. The **[Mayor] City Manager** shall review the estimates and in preparing the Budget may revise them as **[he or she may deem] deemed** advisable.

Section 7-8. Budget - A Public Record - The Budget shall be a public record in the office of the City Clerk and shall be open to public inspection, and sufficient copies shall be made available for the use of the Council and the public, the number of copies to be determined by the **[Mayor] City Manager**.

Section 7-12. Work Program and Allotments - After the annual appropriation has been adopted and before the beginning of the fiscal year the head of each department, office or agency shall submit to **the [Mayor] City Manager** in such form **[as he shall prescribe] as prescribed**, a work program which shall show the requested allotments of the appropriations for such department, office or agency for the entire fiscal year by monthly or quarterly periods as the **[Mayor] City Manager** may direct. Before the beginning of the fiscal year the **[Mayor] City Manager** shall approve with such amendments as **[he]** shall **[determine] determined by the City Manager**, the allotments for each such department, office, or agency, and shall file the same with the Director of Finance, who shall not authorize any expenditure to be made from any appropriation except on the basis of approved allotments. The aggregate of such allotments shall not exceed the total appropriation available to said department, office, or agency for the fiscal year. An approved allotment may be revised during the fiscal year in the same manner as the original allotment was made. If at any time during the fiscal year the **[Mayor] City Manager** shall ascertain that the revenue cash receipts for the year, plus General Fund cash surplus from the preceding year, will be less than the local appropriations, **[he or she] the City Manager** shall reconsider the work programs and allotments of the several departments, offices and agencies, and revise the allotments so as to forestall the incurring of a deficit.

Section 7-13. Transfers of Appropriations – **[The Mayor] City Manager** may at any time transfer any unencumbered appropriation balance or portion thereof from one classification of expenditure to another within the same department, office, or agency. At the request of the **[Mayor] City Manager** the Council may by resolution transfer any unencumbered appropriation balance or portion thereof from one department, office, or agency to another.

Section 7-14. Additional Appropriations - Appropriations in addition to those contained in the Budget shall be made only on the recommendation of the **[Mayor] City Manager** and only if the Director of Finance certifies that there is available a cash surplus sufficient to meet such appropriations, provided that this limitation shall not apply to meeting a public emergency threatening the lives, health, or property of citizens; provided that such an emergency appropriation shall require a majority vote of the Council membership **[and the concurrence of the Mayor]**.

Section 7-16. Capital Budget - As a part of the budget message or as a separate report attached thereto the **[Mayor] City Manager** shall present a program, previously considered by the Planning and Zoning Commission as provided in this Charter or proposed capital projects for the ensuing fiscal year and for four (4) fiscal years thereafter. Estimates of the cost of such projects shall be submitted by each department, office or agency annually in the same manner as estimates of other budgetary requirements are prepared for the **[Mayor] City Manager**. The **[Mayor] City Manager** shall recommend to the Council those projects to be undertaken during the ensuing fiscal year and the method of financing the same. The Council may levy annually a tax of not more than two (2) mills to be assessed upon the valuation within

the City at the same time as the regular annual taxes for city expenses, for the benefit of a fund to be known as the "Capital Improvement Fund" established for the purpose of paying the cost of capital improvements for which the City is authorized by this Charter to issue bonds and for no other purpose. The proceeds of such levy shall be kept by the Director of Finance in a special account until invested as authorized by the Council subject to existing laws. The Council shall have power to transfer from time to time to the Capital Improvement Fund any portion of the General Fund surplus not otherwise appropriated. Appropriations for construction or other permanent improvements, from the Capital Improvement Fund shall not lapse until the purpose for which the appropriation was made shall have been accomplished or abandoned, provided any project shall be deemed to have been abandoned if three (3) fiscal years elapse without expenditure from the encumbrance of the appropriation therefor. Any unappropriated balance in the Capital Improvement Fund may be transferred by the Council for payment of outstanding bonded indebtedness of the City. Provisions of this Section shall be subject to and carried out in accordance with the Constitution and the laws of the State of Colorado.

Part II - Department of Finance

Section 7-18. Director of Finance - Powers and Duties - The Director of Finance, under jurisdiction of the **[Mayor] City Manager**, shall have charge of administration of the financial affairs of the City and to that end he shall have authority and shall be required to:

- a. Compile the current expense estimates for the Budget of the City;
- b. Compile the capital estimates for the Annual Budget in compliance with recommendations of the Planning and Zoning Commission;
- c. Supervise and be responsible for disbursement of all monies to ensure that budget appropriations are not exceeded, or payments illegally made;
- d. Maintain a general accounting system for the City Government and each of its offices, departments and agencies; keep books for and exercise financial budgetary control over each office, department and agency; keep separate accounts for items of appropriation contained in the City Budget, each of which accounts shall show the amount of the appropriation, the amounts paid therefrom, the unpaid obligations against it and the unencumbered balance; require reports of receipts and disbursements from each receiving and spending agency of City Government to be made daily or at such intervals as he may deem expedient;
- e. Submit monthly to the **[Mayor and]** Council a statement of all accounts and funds, including trust and custodial funds, showing receipts and disbursements in sufficient detail to show the exact financial condition of the City, and release same for public information;
- f. Prepare, as of the end of each fiscal year, a complete financial statement and report;
- g. Prepare tax maps and give such notice of taxes and special assessments as may be required by law;

- h. Receive from the County Treasurer all funds due the City from taxes, special assessments, and other items which are collected for the City by said County Treasurer. To collect such other taxes, special assessments, license fees and other revenues of the City or for whose collection the City is responsible and receive all money receivable by the City from the state or federal government, or from any court, or from any office, department or agency of the City, or any other agency or office which is not now in existence but which may in the future be created or provided for;
- i. Have custody of all public funds belonging to or under the control of the City, or any office, department or agency of the City Government, and deposit or invest all funds coming into his hands as shall be designated by resolution of the Council, subject to the requirements of law as to surety and payment of interest on deposits or investments. All interest shall be the property of the City and shall be accounted for and credited to the proper account;
- j. Have custody of all investments and invested funds of the City Government, or in possession of such government in a fiduciary capacity, and have the safekeeping of all bonds and notes of the City and the receipt and delivery of city bonds and notes for transfer, registration or exchange;
- k. Unless he shall certify that there is a balance of appropriation for proposed expenditure and available funds, no expenditure shall be made.

Section 7-19. Accounting - Supervision and Control - The Director of Finance shall have power and shall be required, under jurisdiction of the **[Mayor] City Manager** to:

- a. Prescribe the forms of receipts, bills, vouchers, or claims to be used by all offices, departments, and agencies of the City Government.
- b. Examine all contracts, orders and other documents by which the City Government incurs financial obligations, having previously ascertained that monies have been appropriated and allotted and will be available when the obligation shall become due and payable; and audit and approve before payment all bills, invoices, payrolls and other evidence of claims, demands or charges against the City Government and with the advice of the City Attorney determine the regularity, legality and correctness of such claims, demands or charges.

Part IV - Purchases

Section 7-28. Purchases - There shall be established a Department of Purchases and Supplies, the Director of which shall be the City Purchasing Agent, under jurisdiction of the **[Mayor] City Manager**. Pursuant to rules and regulations established by ordinance, the Purchasing Agent shall contract for and purchase all supplies, materials, equipment, and contractual services required by any department, office, or agency of the City Government. **[He] The Purchasing Agent** shall have the following powers and duties:

- a. To establish and enforce with approval of the **[Mayor] City Manager** and after consultation with the directors of the departments concerned, standard specifications for all supplies, materials and equipment required by the City Government;
- b. To prescribe the time of making requisitions for such supplies, materials and equipment, and the future period which said requisitions are to cover;
- c. To inspect, or cause to be inspected, all deliveries of such supplies, materials and equipment, and to cause tests to be made when necessary in order to determine their quality and conformance with the specifications;
- d. To supervise and control such central storerooms as the Council may provide by ordinance to serve the several departments, offices or agencies;
- e. To supervise transfer of materials, supplies and equipment between departments or agencies, as needed, after consultation with the department or agency heads concerned;
- f. To sell those surplus articles no longer of use to the Municipality before their value is lost through obsolescence, deterioration or spoilage, and to sell all scrap metals, materials or equipment. At each sale a number of prospective buyers shall be asked to quote prices by sealed bids and such articles shall be sold to the highest bidder, or the Purchasing Agent may reject all bids;
- g. To create and maintain a record of non-expendable property owned by the City of Pueblo. The Equipment-Owned Record is to cover only those items of movable equipment having the following characteristics:
 - (1) Having a unit cost in excess of \$50.00, and such other items as the Purchasing Agent may prescribe;
 - (2) Shall include only those items of equipment not carried as a regular stock item in the city storerooms;
- h. To mark, or cause to be marked, with identification or number, all equipment owned by the City of Pueblo to prevent misuse thereof;
- i. To purchase at the expense of the City, Surety Bonds for all officers and employees of the City required by law or ordinance to furnish such bonds to the City, and insurance of such types against liability, loss or damage on the part of the City or its property as the Council, upon recommendation of the **[Mayor] City Manager**, may authorize, and be responsible for collection of insurance benefits and other matters relating to the administration of the City's insurance.

Section 7-32. Contracts for City Improvement - Any city improvements except those performed directly by a city department or in special or local improvement districts shall be contracted for as follows: The Purchasing Agent shall, on the basis of specifications prepared by the Department of Public Works and approved by the Director of the department concerned and the **[Mayor] City Manager**, advertise for and receive bids for any public work or improvement and shall open and tabulate same and present the results to a Committee of Awards consisting of the **[Mayor] City Manager**, the Director of Public Works and the Head of the department, division or agency concerned. The Committee of Awards shall have the following alternatives:

- a. Accept the lowest bid and recommend to the council that it authorize the work or improvement to be performed. (See section 7-29);
- b. Reject all bids and order the Purchasing Agent to readvertise for bids;
- c. Abandon the project.

ARTICLE 8

Personnel Administration

Section 8-2. Director - Duties - The Director of Personnel and the Civil Service Commission shall have authority and be required to prepare and recommend to the City Council, through the **[Mayor] City Manager** such rules as may be considered necessary, appropriate, or desirable to carry out the provision of this Article and perform such other duties as may be required by this Charter, by ordinance, or by the **[Mayor] City Manager**.

Section 8-5. Unclassified and Classified Service

a. Employment in the City shall be divided into Unclassified and Classified service. The Unclassified Service shall comprise and consist of the following offices:

(1) Members of the City Council and other elective officers, and persons appointed to fill vacancies in elective offices;

(2) The City Clerk;

(3) The [Mayor, Deputy Mayor, and Assistant Deputy Mayors_if any;] City Manager, and Assistant Managers if any;

(4) The Directors and Heads of Bureaus and Departments;

(5) One Private Secretary to the **[Mayor] City Manager;**

(6) members of Board s and Commissions in the Municipal Service except those specifically provided for in other sections of the Charter;

(7) Persons employed to make or conduct a special inquiry, investigation, examination, or installation, if the Council or the **[Mayor] City Manager** certifies that such employment is temporary, and that the work should not be performed by employees in the Classified Service.

(8) Municipal Judges;

(9) City Attorneys;

(10) The Post-Auditor appointed by the Council;

(11) Persons performing service to the City without compensation from the City;

(12) Police Surgeon;

(13) Part-time Employees. (A part-time employee is defined as follows: No such person shall work more than the equivalent of eight months in any year in such temporary, part time, incidental or emergency status.)

b. The Classified Service shall comprise all positions not specifically included by this section in the Unclassified Service, and shall be subject to Civil Service.

Section 8-8. Pay Schedule - There shall be prepared and maintained by the Director of Personnel a Uniform Schedule of Pay in the Classified Services, which shall be approved by the **[Mayor] City Manager**. The **[Mayor] City Manager** shall then submit the Pay Schedule to the City Council and such schedule shall take effect when approved by the City Council, except that, the Pay Schedule for employees in the Classified Service who are represented by a sole and exclusive collective bargaining agent shall be determined in accord with Section 8-14 of this Charter. The adoption of a Pay Schedule, including provisions relating to wages and hours and classification of positions in the Classified Service, and all details relating thereto is hereby specifically declared to be an Administrative Act or function of the **[Mayor and]** City Council and shall not be subject to the initiative and referendum provisions of the Charter, except as is otherwise provided in Section 8-14.

Section 8-11. Establishment of Retirement Plans - The Director of Personnel may cause to have prepared a retirement and disability plan or plans. Retirement funds may be administered by the Department of Finance. The Directors of Personnel and of Finance shall collaborate in continuous study of pension benefits and costs and shall provide for actuarial studies of costs of such plans. They shall report their findings and recommendations to the **[Mayor] City Manager**, the Council, and the public. No benefit plan shall be established or shall any increases in existing plans be provided except pursuant to such studies and recommendations. Any benefit plan shall be established on a jointly contributory basis with the employees and the City sharing the cost.

ARTICLE 9

Department of Fire

Section 9-1. Department Created - There is hereby created a Department of Fire, the Director of which shall be the Fire Chief. Personnel in the Department shall include Assistant Fire Chiefs, Captains, Engineers, Operators, and other employees of such rank and grade as the **[Mayor] City Manager** and Council may deem necessary for public safety, provided such employees shall be subject to provisions of Sections 87 and 8-10.

Section 9-3. Fire Chief* - The Fire Chief shall be in direct command of the Department of Fire. He shall assign all members of the Department to their respective posts, shifts, details, and duties. He shall make rules and regulations with the approval of the **[Mayor] City Manager** and in conformity with the ordinances and resolutions of the City, concerning the operation of the Department and the conduct of all employees thereof. He shall be responsible for the efficiency, discipline, and good conduct of the Department and for the care and custody of all property used by the Department. The Chief shall, subject to approval of the **[Mayor] City Manager** and Council, have further power to make regulations with force of law, implementing and giving effect to the laws and ordinances and resolutions relating to fire prevention and fire safety.

ARTICLE 10

Department of Police

Section 10-1 . Department Created - There is hereby created a Department of Police, the Director of which shall be the Chief of Police. Personnel in the Department shall include Captains, Detective Sergeants, Patrolmen, Matrons, and other employees of such rank and grade as the **[Mayor] City Manager** and Council may deem necessary for public safety, provided such employees shall be subject to provisions of Sections 8-7 and 8-10.

Section 10-2. Functions of Department - The Department of Police shall be responsible for the preservation of public peace, prevention of crime, apprehension of criminals, protection of the rights of persons and property and the enforcement of the laws of the State, and the ordinances of the City as provided by this Charter and all rules and regulations made in accordance therewith, and such other functions as the **[Mayor] City Manager** and Council may prescribe for public safety. All members of the Department shall have all powers with respect to the service of criminal process and the enforcement of criminal laws as are vested in police officers by the general statutes.

Section 10-3. Chief of Police - The Chief of Police shall be in direct command of the Department of Police. He shall assign all members of the Department to their respective posts, shifts, details, and duties. He shall make rules and regulations with approval of the **[Mayor] City Manager** and in conformity with the ordinances and resolutions of the City, concerning the operation of the Department and conduct of all employees thereof. He shall be responsible for the efficiency, discipline, and good conduct of the Department and for the care and custody of all property used by the Department.

ARTICLE 12

Public Works

Section 12-5. Powers and Duties - The City Planning and Zoning Commission shall have authority to prepare and submit to the Council for its approval a master plan for the physical development of the City, including the general location, character and extent of streets, bridges, parks, waterways and other public ways, grounds and

spaces, together with the general location of public buildings and other public property, public utilities, and the extent and location of any public housing or slum clearance projects. The Commission shall recommend such modifications of said plan, from time to time, as it deems in the City's interest. All plats of proposed subdivisions presented to the Council for approval shall be submitted to the City Planning and Zoning Commission, which shall make recommendations to the Council with respect thereto. The Commission shall submit annually to the **[Mayor] City Manager**, not less than ninety days prior to the beginning of the budget year, a list of recommended capital improvements which in the opinion of the Commission are necessary or desirable to be constructed during the forthcoming six-year period. Such list shall be arranged in order of preference, with recommendations as to which projects shall be constructed in which year.

ARTICLE 13

Department of Parks and Recreation

Section 13-3. Powers and Duties - The Director of Parks and Recreation shall be responsible for the efficiency, discipline, and good conduct of the Department and for the care and custody of all property of the City entrusted to the Department. He shall be responsible for the performance of all functions of the Department.

The construction and reconstruction of all parks, playgrounds, and recreation facilities shall be vested in the Department of Public Works. The specific determination of the functions relating to such construction and reconstruction the Department of Public Works shall be made by the **[Mayor] City Manager**.

Section 13-4. Rules and Regulations - On recommendation of the Director of Parks and Recreation to the **[Mayor] City Manager**, the Council shall have power by ordinance to adopt all needful rules and regulations relating to properties and related facilities under supervision of the Parks and Recreation Department, whether inside or outside the City, and for the preservation of order, safety, and decency therein. For the purpose of enforcing such rules and regulations, all such properties shall be under the police jurisdiction of the City. Any member of the police force of the City, or park employee appointed as a special policeman, shall have power to arrest without warrant on all such properties any person who has violated any such rule or regulation or committed an offense therein.

ARTICLE 14

Department of Aviation

Section 14-1 Department Created - There is hereby created a Department of Aviation, the head of which shall be the Director. The Department shall be responsible for such functions as shall be determined by ordinance **or resolution** of the City Council.

ARTICLE 17

Elections

Section 17-2. Municipal Elections* - A general municipal election shall be held on the first Tuesday in November of each odd number year **[, except that the first Mayoral election shall be held as provided in Section 20-3]** . Special municipal elections shall be held in accord with the provisions of this Charter.

[To be elected Mayor, a qualified candidate shall have received a majority of the votes cast for such office. If no candidate receives a majority of the votes cast, a special run-off election shall be held on the first Tuesday in the month following. If a run-off election is required, the two (2) persons with the highest number of votes cast for the office shall appear on the ballot as candidates. Notwithstanding, the Council, by ordinance, may designate an alternative method of run-off election.]

ARTICLE 20

Transitional Provisions

Section 20-1. Reorganization Period — The period from the passage of this Charter Amendment shall be known as the reorganization period. During the reorganization period to a City Council – City Manager form of government all officers and employees shall proceed with due diligence to effectuate the provisions of this Charter Amendment, which will take effect immediately with majority vote of the registered electors of the City of Pueblo. City Council will immediately appoint an interim City Manager by majority council vote. The interim position shall be a current city employee capable of completing duties until the permanent appointment is made through proper personnel procedures, and majority vote by council.

Section 20-2. Status of Employees and Officers - Employees occupying, or to be transferred to a position to be placed in the Classified Service by executive order shall be included in the Classified Service with a qualifying examination as of the date fixed in the executive order which classifies the position. This date shall in no case be later than July 1, 1954. The status of employees and officers not specifically affected by this Charter Amendment shall remain unchanged and, liabilities including any benefits payable to employees and officers, shall remain a liability to the Municipal Government.

Section 20-3. Local Improvements – Local Improvements not completed on the effective date of this Charter Amendment shall be governed by prior existing provisions of this until completed by the last Charter. as amended.

Section 20-4. Retirement Plans – This Charter Amendment shall not affect any contractual relationships existing on the effective date of this Charter Amendment between the Municipal Government and any officers or employees by reason of any retirement plans in effect.

Section 20-5. Outstanding and Authorized Bonds - The provisions of this Charter Amendment shall not affect municipal bonds outstanding on the effective date of this Charter Amendment. Failure to observe requirements of the last Charter, as amended, governing municipal elections shall not invalidate any bonds authorized at an election held prior to the effective date of this Charter. Bonds authorized at an election held prior to the effective date of this Charter may be issued in accordance with the provisions of this Charter and when so issued shall be the lawful and binding obligations of the municipal government in accordance with their import.

Section 20-6. Saving Clause - This Charter Amendment shall not affect any suit pending in any court or any document heretofore executed in connection therewith. Nothing in this Charter Amendment shall invalidate any existing contracts between the municipal government and individuals, corporations, or public agencies.

Section 20-7 Severability Clause The words, phrases, sentences, paragraphs, sections, and articles of this Charter Amendment shall be considered to be severable, so that if any word, phrase, sentence, paragraph, section, or article, or its application to any person or circumstance, is superseded by state law or held invalid, the remainder of the particular phrase, sentence, paragraph, section, or article, or the application thereof to other persons or circumstances, shall not be deemed affected.

[Section 20-1. Status of Transitional Provisions - The purpose of this Article is to provide for an orderly transition from the Council- Manager government to a Mayor-Council government under provisions of this Charter Amendment. Such Article shall constitute a part of this Charter only to the extent and for the time required to accomplish that end.]

[Section 20-2. Reorganization Period — The period from the passage of this Charter Amendment to the first mayor taking office shall be known as the reorganization period. During the reorganization period from the mayor-council government to the City Council – City Manager form of government all officers and employees shall proceed with due diligence to effectuate the provisions of this Charter Amendment, which will take effect immediately with majority vote of the registered electors of the City of Pueblo. The Council, upon

recommendations of the int and in accordance with Article 7, shall adopt a budget and appropriations ordinance for the year 2018 that effectuates the orderly transition. The Council and the City Manager shall, in cooperation with the Mayor-elect, designate the succession of organization units, employees, and allocate equipment and space.]

[Section 20-3. First Election Under Charter Amendment— Section 17-4 All other matters pertinent to this election shall be in accord with Article 17. The first Mayor to take office in accordance with this Charter Amendment shall be elected at a municipal election to be held on November 6, 2018 for a term expiring on the second Tuesday in January 2024. Thereafter, the Mayor's term and election shall be in accordance with Article 17 and Section 4-2.]

[Section 20-4. Present City Manager to Continue in Office - The City Manager in office at the time of the adoption of this Charter shall continue at the same rate of pay to serve and carry out the functions, power, and duties of the office until the first Mayor elected under this Charter Amendment takes office.] The office of mayor, deputy mayor and chief of staff will be immediately dissolved. The council shall consult with staff and appoint an interim city manager for a smooth transition of power.]

[Section 20-5. Status of Employees and Officers employee occupying, or to be transferred to, a position to be placed in the Classified Service by executive order shall be included in the Classified Service without qualifying examination as of the date fixed in the executive order which classifies the position. This date shall in no case be later than July 1, 1954. The status of employees and officers not specifically affected by this Charter Amendment shall remain unchanged. Accrued prior to the first Mayor taking office, liabilities including any benefits payable to employees and officers, shall remain a liability to the Municipal Government as if the Council-Manager form of government remained.]

[Section 20-6. Retirement Plans – This Charter Amendment shall not affect any contractual relationships existing on the effective date of this Charter Amendment between the Municipal Government and any officers or employees by reason of any retirement plans in effect.]

[Section 20-7. Local Improvements – Local Improvements not completed on the effective date of this Charter Amendment shall be governed by prior existing provisions of this until completed by the last Charter. as amended.]

[Section 20-8. Outstanding and Authorized Bonds - The provisions of this Charter Amendment shall not affect municipal bonds outstanding on the effective date of this Charter Amendment. Failure to observe requirements of the last Charter, as amended, governing municipal elections shall not invalidate any bonds

authorized at an election held prior to the effective date of this Charter.] Bonds authorized at an election held prior to the effective date of this Charter may be issued in accordance with the provisions of this Charter and when so issued shall be the lawful and binding obligations of the municipal government in accordance with their import.]

[Section 20-9. Saving Clause - This Charter Amendment shall not affect any suit pending in any court or any document heretofore executed in connection therewith. Nothing in this Charter Amendment shall invalidate any existing contracts between the municipal government and individuals, corporations, or public agencies.]

[Section 20-10 Severability Clause The words, phrases, sentences, paragraphs, sections, and articles of this Charter Amendment shall be considered to be severable, so that if any word, phrase, sentence, paragraph, section, or article, or its application to any person or circumstance, is superseded by state law or held invalid, the remainder of the particular phrase, sentence, paragraph, section, or article, or the application thereof to other persons or circumstances, shall not be deemed affected.]

SECTION 4.

The City Council does hereby find, determine and declare that the ballot title set forth in Section 2 hereof fairly expresses the true meaning and intent of the referred Charter amendment.

SECTION 5.

The officials of the City are authorized and directed to take all actions necessary, appropriate or required to implement the provisions of this Ordinance. The City Clerk is directed to publish notice of election of the proposed Charter Amendment in conformity with the provision of 5-3-2, P.M.C., C.R.S. 1-7.5-101 et seq. and C.R.S. 31-2-210(4) by no later than sixty days before the August 8, 2023, as provided by C.R.S. 31-2-210(4).

SECTION 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

- ☐ Approved on _____.
- ☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: April 24, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO PUEBLO UNITED WAY IN THE AMOUNT OF \$1,000 TO SPONSOR THE SOCOYOGO CARNIVAL ON APRIL 29, 2023 AT 11 AM IN MINERAL PALACE PARK

SUMMARY:

Attached for consideration is a request for support of the SoCoYoGo Carnival on April 29, 2023 at 11 am in Mineral Palace Park, for which United Way is serving as fiscal sponsor.

PREVIOUS COUNCIL ACTION:

City Council supported SoCoYoGo's Mobile App for \$2,500 in 2022.

BACKGROUND:

City Council Member Sarah Martinez is requesting \$1,000 to support the SoCoYoGo Carnival on April 29, 2023 at 11 am in Mineral Palace Park, for which United Way is serving as fiscal sponsor. The is a family-friendly teen event with giveaways, activities, and food trucks.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,000 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to Pueblo United Way.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

ATTACHMENTS:

1. SoCoGoYo Day Event Health Department Flyer
2. 2023 Contingencies (Council) SocoYogo Carnival

RESOLUTION NO. 15212

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO PUEBLO UNITED WAY IN THE AMOUNT OF \$1,000 TO SPONSOR THE SOCOYOGO CARNIVAL ON APRIL 29, 2023 AT 11 AM IN MINERAL PALACE PARK

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,000 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to Pueblo United Way to sponsor the SoCoYoGo Carnival on April 29, 2023 at 11 am in Mineral Palace Park.

SECTION 2.

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

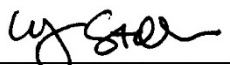
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: April 24, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

SOCOYOGO DAY

THEME:

CARNIVAL

DATE

APRIL 29TH, 2023

TIME

11:00 AM – 2:00 PM

PLACE

MINERAL PALACE PARK
(AREA BY THE PLAYGROUND & POOL)

COME JOIN FOR A DAY FILLED WITH RAFFEL
GIVEAWAYS, ACTIVITIES AND GAMES, FOOD
TRUCKS, AND MORE!

- FAMILY
FRIENDLY
TEEN EVENT

- EARN EXTRA
POINTS BY
ATTENDING

FOR MORE INFORMATION VISIT: [SOCOYOGO.COM](https://socoযোগ.com)

[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: April 24, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO THE SOUTHEASTERN COLORADO HERITAGE CENTER DBA: PUEBLO HERITAGE MUSEUM IN THE AMOUNT OF \$1,000 TO SPONSOR THE SLOVENIAN EXHIBIT RUNNING FROM APRIL 29 THROUGH JULY 30, 2023 AT THE PUEBLO HERITAGE MUSEUM

SUMMARY:

Attached for consideration is a request for support of the Slovenian Exhibit running from April 29 through July 30, 2023 at the Pueblo Heritage Museum. Mayor Gradisar will match this contribution out of his contingencies.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Pueblo has a diverse and rich culture made up of many nationalities. At the Pueblo Heritage Museum, there are many exhibits that celebrate many of the nationalities who immigrated to Pueblo to work in the steel mill, meat packing plants, smelters, and farms. This exhibit is about the Slovene immigration to Pueblo. Support will go toward the signage, advertising, and other needs for this exhibit which will run from April 29 through July 30, 2023; including while the National Slovenian Union is in town for its convention which is being held at the Pueblo Convention Center and expected to bring over 600 tourists to Pueblo.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,000 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to Pueblo Heritage Museum.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

ATTACHMENTS:

1. Heritage Museum Request
2. 2023 Contingencies (Council) Pueblo Heritage Museum

RESOLUTION NO. 15213

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO THE SOUTHEASTERN COLORADO HERITAGE CENTER DBA: PUEBLO HERITAGE MUSEUM IN THE AMOUNT OF \$1,000 TO SPONSOR THE SLOVENIAN EXHIBIT RUNNING FROM APRIL 29 THROUGH JULY 30, 2023 AT THE PUEBLO HERITAGE MUSEUM

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,000 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to Southeastern Colorado Heritage Center DBA: Pueblo Heritage Museum to sponsor the Slovenian Exhibit running from April 29 through July 30, 2023 at the Pueblo Heritage Museum.

SECTION 2.

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

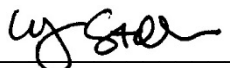
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: April 24, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

Pueblo Heritage Museum

201 W B St

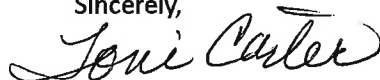
Pueblo, Colorado 81003

March 19, 2023

Dear Mayor Gradishar,

Pueblo has a diverse and rich culture made up of many nationalities. At the Pueblo Heritage Museum, there are many exhibits that celebrate many of the nationalities, who immigrated to Pueblo to work in the steel mill, meat packing plants, smelters, and farming. Our exhibit is on the Slovene Immigration to Pueblo. We are excited about it. As chairwoman of the Slovenian Exhibit opening at the Pueblo Heritage Museum, I am asking for donation of \$1,000 to help fund the signage, advertising, and the other miscellaneous items that may be needed to make the exhibit a celebration of our Slovene Heritage. The exhibit will run from April 29 to July 30, 2023 and during the National Slovenian Union Convention from June 15-18, 2023. The convention is expected to bring in 600-650 tourists to our city. Thank you very much.

Sincerely,



Toni Carter

denandtoni@comcast.net

719-671-2746

Chair of the Slovene Heritage Museum *Exhibit*

[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: April 24, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO SOUTHERN COLORADO EQUALITY ALLIANCE IN THE AMOUNT OF \$750 TO SPONSOR THE PUEBLO PRIDE EVENT AT MINERAL PALACE PARK ON SUNDAY, AUGUST 20, 2023

SUMMARY:

Attached for consideration is a request for support of the Southern Colorado Equality Alliance in the amount of \$750 to sponsor the Pueblo Pride event at Mineral Palace Park on Sunday, August 20, 2023.

PREVIOUS COUNCIL ACTION:

Council supported this event for \$1,500 in 2022 and \$687.40 in 2021.

BACKGROUND:

City Council Member Sarah Martinez is requesting \$750 to sponsor the 2023 Pueblo Pride event. The event is being held on Sunday, August 20, 2023 at Mineral Palace Park. SCEA strives to educate our community, provide support for our LGBTQ family, and move further away from the dampened darkness of the closet to the bright sunlight and warmth of equality for all beings.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$750 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to Southern Colorado Equality Alliance.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

ATTACHMENTS:

1. SCEA Pueblo Pride Request 2023
2. 2023 Contingencies (Council) SCEA Pride

RESOLUTION NO. 15214

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO SOUTHERN COLORADO EQUALITY ALLIANCE IN THE AMOUNT OF \$750 TO SPONSOR THE PUEBLO PRIDE EVENT AT MINERAL PALACE PARK ON SUNDAY, AUGUST 20, 2023

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$750 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to Southern Colorado Equality Alliance to sponsor the Pueblo Pride event at Mineral Palace Park on Sunday, August 20, 2023.

SECTION 2.

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

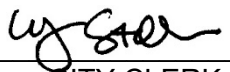
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: April 24, 2023

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

From: [Sarah Martinez](#)
To: [Alyssa Parga](#)
Subject: Fw: [External] Pueblo Pride 2023
Date: Tuesday, April 11, 2023 10:23:21 AM
Attachments: [Outlook-e4e0pqoi.png](#)

Alyssa,

Can we please sponsor \$750 out of Council contingencies for this event below?

Thanks,

Sarah Martinez

City Council, District 3

City of Pueblo

(Cell) 719-568-8033



[Choose Pueblo](#)

From: Tommy Farrell <tommy@tommysfarrell.com>
Sent: Tuesday, April 11, 2023 10:08 AM
To: Sarah Martinez <SMartinez@pueblo.us>
Subject: [External] Pueblo Pride 2023

External email. Please use caution.

Councilor Martinez,

The Southern Colorado Equality Alliance would again like to sincerely thank you for City Council's generous sponsorship of Pueblo Pride last year. This event is so important to the Pueblo community and we couldn't make it happen without your support. In fact, we previously received feedback from a teen group that Pueblo Pride is one of the only events in Pueblo that is free and safe for them to attend - and your support helps make it that way for our community.

We're excited to announce Pueblo Pride 2023 will be held at Mineral Palace Park on Sunday, August 20! Please consider continuing your support this year - we'd love to have you back!

Information about sponsorships can be found on our website at <https://www.socoequality.org/pride-sponsors>. We'd also love for Council to again consider helping us work with Pueblo Transit to offer a shuttle to off site parking.

Thank you!

Tommy Farrell

[\(he/him/his\)](#)

719-569-5433

tommy@tommysfarrell.com

[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: April 24, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Vicente Martinez Ortega, Councilor Martinez

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO BESSEMER HISTORICAL SOCIETY DBA STEELWORKS CENTER OF THE WEST IN THE AMOUNT OF \$8,000 TO MATCH FUNDS SHOULD THEY BE AWARDED FROM A SUBMISSION TO THE EPA'S ENVIRONMENTAL JUSTICE COLLABORATIVE PROBLEM-SOLVING (EJCPS) GRANT

SUMMARY:

Attached for consideration is a request for support of the Bessemer Historical Society DBA Steelworks Center of the West in the amount of \$8,000 to match funds from a submission to the EPA's Environmental Justice Collaborative Problem-Solving (EJCPS) Grant. Funding from City Council will only be authorized if the Steelworks Center of the West is awarded the grant in full.

PREVIOUS COUNCIL ACTION:

Council has supported the Bessemer Historical Society through event sponsorships in the past.

BACKGROUND:

This proposal seeks to purchase, distribute and monitor 100 electronic bicycles (e-bikes) to be distributed to residents within Pueblo, which will provide equitable access to transportation for grocery shopping, work, school, health, social opportunities, etc. The primary focus groups are single-parent families, veterans, low-income individuals and students - those in our community who need methods of transportation the most. In addition to making transportation more available, the use of these bicycles will: 1.) lower emissions from gas-powered motorized vehicles in Pueblo, a city of 112,000 residents, thus improving the city's air quality, 2.) add to the environmental education of the participants and community of the benefits of e-bikes versus gasoline powered transportation, 3.) encourage more physical activity and improve the overall health and

fitness among residents and 4). Provide equitable access to transportation for grocery shopping, work, school, health and social opportunities on an e-bike as opposed to a motorized vehicle. The final benefit of this project is to encourage residents to explore different places within the City, which in turn, will provide economic revenue for our city and state sales tax income as residents shop in stores, eat in restaurants and contribute to other economic activities, much needed in this community as we bounce back from the pandemic and mandated business closures.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$8,000 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to Bessemer Historical Society DBA Steelworks Center of the West. This payment is contingent on the awarding and receipt of grant funds from the EPA.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Vicente Martinez Ortega.

ATTACHMENTS:

1. EPA EJ Grant Steelworks Center for the West Appendix G EJCPS Details Budget
2. [External] Request for Funds for EPA EJ Grant Steelworks Center for the West
3. 2023 Contingencies (Council) Steelworks Bessemer Grant Monies

RESOLUTION NO. 15215

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO BESSEMER HISTORICAL SOCIETY DBA STEELWORKS CENTER OF THE WEST IN THE AMOUNT OF \$8,000 TO MATCH FUNDS SHOULD THEY BE AWARDED FROM A SUBMISSION TO THE EPA'S ENVIRONMENTAL JUSTICE COLLABORATIVE PROBLEM-SOLVING (EJCPS) GRANT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$8,000 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to Bessemer Historical Society DBA Steelworks Center of the West to match funds from a submission to the EPA's Environmental Justice Collaborative Problem-Solving (EJCPS) Grant.

SECTION 2.

This payment is contingent on the awarding and receipt of grant funds from the EPA to the Bessemer Historical Society DBA Steelworks Center of the West.

SECTION 3.

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

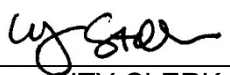
SECTION 4.

This Resolution shall become effective upon passage and approval.

INTRODUCED: April 24, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

Appendix G
EJCPS Budget Detail

	Description	Total
Personnel	- Project Manager @ info annual salary X info% of time on project = \$55,000 for three years - Outreach & Community Coordinator @ info annual salary X info% of time on project = \$37,000	\$90,000
Fringe Benefits	- Project Manager info% of salary (includes medical and dental insurance) = \$5,000 for three years - Outreach & Community Coordinator info% of salary includes medical and dental insurance) = \$3,000 for three years	\$10,000
Equipment	- E-bikes (100 @ \$2,500 each) = \$250,000 - GPS Tracking System & Subscription (100 @ \$129 each) = \$32,900	\$282,900
Supplies provided by financial contributions for program	- EVRAZ Rocky Mountain Steel financial contribution for safety gear, child safety seats and cargo trailers (100 @ 120 each) = \$12,000 - Pueblo Department of Human Services financial contribution for panniers (100 @ \$175 each) = \$26,250	\$38,250
Supplies	Miscellaneous supplies for staff and program participants on this project = \$5,000	\$5,000
Contractual	- Vance's Bicycle World maintenance, repairs and personalized instructional sessions on properly operating e-bike (100 @ \$300 each) = \$30,000 for three years - Pueblo Department of Health and Environment (technical assistance (TA) and support with determining data collection and analysis to inform potential improvements to the built environment for active transportation. This would include PDPHE Data Analyst (50 hours of TA from Data Analyst) = \$3200 - Pueblo Department of Health and Environment Development and implementation/distribution of educational materials over three years = \$5000 - Attorney to draft liability waivers guidelines = \$5,000	\$45,000
Construction	Construction of storage facility = \$50,000	\$50,000
Other: In-kind services	City of Pueblo marketing = \$1,200	\$30,400

	• City of Pueblo's Public Works Department to simulate a road route with safety cones when program participants learn how to safely operate their e-bike (8 sessions @ \$375 each) = \$3,000 • Vance's Bicycle World marketing = \$3,000 • Pueblo Community College marketing = \$3,000 • Mt. Carmel Veterans Services Center marketing = \$3,000 • Department of Human Services marketing and promotion of educational materials = \$4,200 • Pueblo Electrics use of their secure parking lot for participants to learn how to ride the e-bike (10 @ \$800 each) = \$8,000 • H.W. Houston Construction in-kind labor and project oversight for the construction of the storage facility = \$5,000	
	Total to include financial contributions and in-kind services	\$551,500
	Total Grant Request	\$482,900

From: [Christina Trujillo](#)
To: [Laura Solano](#)
Cc: [Nick Gradisar](#); [Heather Graham](#); [Vicente Martinez Ortega](#); [Tracey Sample](#); [Alyssa Parga](#)
Subject: Re: FW: [External] Request for Funds for EPA EJ Grant
Date: Tuesday, March 28, 2023 1:37:03 PM
Attachments: [image001.png](#)
[Appendix G EJCPS Detailed Budget.pdf](#)

Good Morning! All,

In order to accommodate the allocated request maximum for the grant, we have reduced the number of e-bikes to 100 from 150. In addition, we were able to identify Trak4 Inc. as a more economical option for the GPS tracking equipment and software. The equipment and 3-year subscription for 100 e-bikes is \$32,900. I've attached the detailed budget for the grant request to the EPA. The grant will cover a three-year period.

This proposal seeks to purchase, distribute and monitor 100 electronic bicycles (e-bikes) to be distributed to residents within Pueblo which will provide equitable access to transportation for grocery shopping, work, school, health, social opportunities, etc. The primary focus groups are single parent families, veterans, low-income individuals and students - those in our community who need methods of transportation the most. In addition to making transportation more available, the use of these bicycles will: 1.) lower emissions from gas powered motorized vehicles in Pueblo, a city of 112,000 residents, thus improving the city's air quality, 2.) add to the environmental education of the participants and community of the benefits of e-bikes versus gasoline powered transportation, 3). encourage more physical activity and improve the overall health and fitness among residents and 4). Provide equitable access to transportation for grocery shopping, work, school, health and social opportunities on an e-bike as opposed to a motorized vehicle. The final benefit of this project is to encourage residents to explore different places within the city which in turn, will provide economic revenue to our city and state sales tax income as residents shop in stores, eat in restaurants and contribute to other economic activities, much needed in this community as we bounce back from the pandemic and mandated business closures.

Below is the login information for the "test mode" of the GPS tracking software system.
Here is the 12v link: [Trak-4-12v-Tracking-Equipment](#)
The Test Account: <https://gps.trak-4.com/>

Log in info:
Username: testdrive
Password: testdrive

Again, we would greatly appreciate an \$8,000 contribution from the Mayor's contingency fund as well as an \$8,000 match from City Council's contingency fund. Please let me know if further information is needed.

Kind regards,
Christina

On Fri, Mar 24, 2023 at 3:31 PM Laura Solano <LSolano@pueblo.us> wrote:

Mayor,

Would you read the following email message below from Christina Trujillo. She is requesting an \$8,000 grant match from the Mayor's contingency fund for an EPA E! Grant and an \$8000 grant match from City Council's contingency fund.

Christina, would you send the e-bike budget for the grant. If the \$16,000 would assist in the purchase of 150 bikes, could the grant be submitted with fewer number of bikes requiring less match? Also, would you send the data supporting how the 150 number of bikes was derived? If you could send the information next week, it will assist all in making a decision on your request.

Have a good weekend!

Thanks so much,

Laura

Laura Solano

Chief of Staff

1 City Hall Place

Pueblo, CO 81003

lsolano@pueblo.us

Office (719) 553-2609

Cell (719) 225-0933



From: Christina Trujillo <christina.trujillo@steelworks.us>

Sent: Wednesday, March 22, 2023 11:44 AM

To: Laura Solano <LSolano@pueblo.us>; Vicente Martinez Ortega <VMartinezOrtega@pueblo.us>; Heather Graham <HGraham@pueblo.us>

Subject: [External] Request for Funds for EPA EJ Grant

External email. Please use caution.

Good Morning Laura, Councilors Martinez Ortega and Graham,
I wanted to reach out and inquire about the possibility securing a \$8,000 final contribution from Mayor Gradisar's discretionary fund as well as \$8,000 from City Council/City of Pueblo for Steelworks Center of the West's upcoming grant submission to the EPA's Environmental Justice Collaborative Problem-Solving (EJCPS) Grant due April 10, 2023.

The proposal seeks to purchase, distribute and monitor 150 E-Bikes for veterans, single parents, college students, working individuals etc. within Pueblo city limits for the purpose of providing equitable access to transportation for grocery shopping, health, work, school and social opportunities. In addition to making transportation available, the use of the E-Bikes will lower emissions from gas powered motorized vehicles in Pueblo thus improving the air quality. The grant period would cover three years starting October 2023 if awarded.

The program would track street/routes taken by participants to garner valuable data that would greatly assist Public Works in identifying the streets most used, streets that are avoided as well as assisting with determining which roads might be placed as a higher priority to begin the process of establishing a bike lane as they currently do not possess such data. The system and equipment necessary to track this data over the three year grant period would cost \$49,350.

We already secured the City of Pueblo's Public Works, Vance's Bicycle World, the Pueblo Department of Human Services, Pueblo Department of Public Health and Environment and EVRAZ as collaborating partners. We are actively in discussions with PCC's Return to Earn Program as well. The Department of Human Services and EVRAZ are also providing financial support for this grant initiative. This is all contingent if we're awarded the grant.

Please let me know if you would like to schedule a meeting to discuss this request further.

Kind regards,

Christina

--

Christina Trujillo

Executive Director

Steelworks Center of the West

P: 719.564.9086

C: 719.252.0223

<http://www.steelworks.us>

215 Canal Street | Pueblo, CO 81004

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful. If you have received this communication in error, please delete this email and notify me that you have done so.

This e-mail transmission (including any attachments) contains information that is confidential and may be legally privileged. It is intended for the use of the addressee only. If you received this e-mail in error, we request that you contact us immediately by telephone or return e-mail, and that you delete this message from your computer. If you are not the intended recipient, please be advised that any dissemination, distribution, or copying of this e-mail is strictly prohibited. [CoP]

--

Christina Trujillo

Executive Director

Steelworks Center of the West

P: 719.564.9086

C: 719.252.0223

<http://www.steelworks.us>

215 Canal Street | Pueblo, CO 81004

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**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: April 24, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Larry Atencio, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO EL MOVIMIENTO SIGUE IN THE AMOUNT OF \$2,000 TO SPONSOR THE 53RD ANNUAL CINCO DE MAYO CELEBRATION ON FRIDAY, MAY 5, 2023, FROM NOON TO 5 PM IN RAY AGUILERA PARK

SUMMARY:

Attached for consideration is a request for support of El Movimiento Sigue for the amount of \$2,000 to sponsor the 53rd Annual Cinco de Mayo Celebration on Friday, May 5, 2023, from noon to 5 pm in Ray Aguilera Park.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Funds for this community celebration will cover the entertainment of mariachis, trios, vocalists, and folkloric dancers. This is a day for families, indigenous traditions, festivities, education, low-riders, remembrance, and music.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$2,000 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to El Movimiento Sigue.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Larry Atencio.

ATTACHMENTS:

1. Cinco Request Letter
2. Cinco Flyer
3. 2023 Contingencies (Council) El Movimiento Cinco de Mayo

RESOLUTION NO. 15216

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO EL MOVIMIENTO SIGUE IN THE AMOUNT OF \$2,000 TO SPONSOR THE 53RD ANNUAL CINCO DE MAYO CELEBRATION ON FRIDAY, MAY 5, 2023, FROM NOON TO 5 PM IN RAY AGUILERA PARK

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$2,000 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to El Movimiento Sigue to sponsor the 53rd Annual Cinco de Mayo Celebration on Friday, May 5, 2023, from noon to 5 pm in Ray Aguilera Park.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: April 24, 2023

BY: Vicente Martinez Ortega

MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: April 24, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Larry Atencio, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO EL MOVIMIENTO SIGUE IN THE AMOUNT OF \$2,000 TO SPONSOR THE 53RD ANNUAL CINCO DE MAYO CELEBRATION ON FRIDAY, MAY 5, 2023, FROM NOON TO 5 PM IN RAY AGUILERA PARK

SUMMARY:

Attached for consideration is a request for support of El Movimiento Sigue for the amount of \$2,000 to sponsor the 53rd Annual Cinco de Mayo Celebration on Friday, May 5, 2023, from noon to 5 pm in Ray Aguilera Park.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Funds for this community celebration will cover the entertainment of mariachis, trios, vocalists, and folkloric dancers. This is a day for families, indigenous traditions, festivities, education, low-riders, remembrance, and music.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$2,000 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to El Movimiento Sigue.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Larry Atencio.

ATTACHMENTS:

1. Cinco Request Letter
2. Cinco Flyer
3. 2023 Contingencies (Council) El Movimiento Cinco de Mayo

RESOLUTION NO. 15216

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BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

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Payment in the amount of \$2,000 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to El Movimiento Sigue to sponsor the 53rd Annual Cinco de Mayo Celebration on Friday, May 5, 2023, from noon to 5 pm in Ray Aguilera Park.

SECTION 2.

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

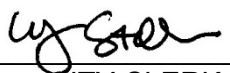
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: April 24, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

April 7, 2023

Councilman Larry Atencio
1 City Hall Place
Pueblo, CO 81003

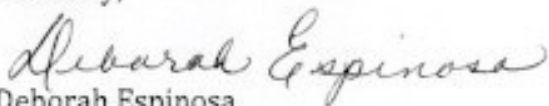
Dear Councilman Atencio,

Thank you for your time. On behalf of El Movimiento Sigue (EMS), I am requesting \$2,000, for the 53rd Annual Cinco-de-Mayo Celebration. We celebrate the victory of Mexico over French invaders, 1862, also known as the Battle of Puebla. This will be the first one to take place, at Ted Aguilera Park in Bessemer, since the pandemic ended public events.

Specifically, the funds will cover entertainment: mariachies, trios, vocalists, and folkloric dancers. The original founders never allowed it's commercialization, nor liquor to be served. It is a day for families, a day of Indigenous traditions, festivities, education, low-riders, remembrance and music. Please call me if I can provide more information.

EMS, is a nonprofit, EIN #85-2276248. Happy Cinco de Mayo.

Sincerely,


Deborah Espinosa
Member and Volunteer
719-369-4108

53RD ANNUAL CINCO DE MAYO



FRIDAY, MAY 5TH 2023

DEDICATED TO:

SIL ARTEAGA · GLORIA RAMIREZ · DAVID SANDOVAL

NOON-5:00PM

**BESSEMER/RAY AGUILERA PARK
PUEBLO, COLORADO
(NORTHERN AVE. & ORMAN AVE.)**

CULTURAL ENTERTAINMENT

FOOD TRUCKS · SPEAKERS · VENDORS · CARE/SHARE FOOD GIVEAWAY



CAR SHOW

\$30 REGISTRATION FEE

INCLUDES SOUVENIR T-SHIRT

CALL/TEXT 719-252-7402 TO REGISTER

COMMUNITY CRUISE TO FOLLOW | 5:00-6:30 | FINAL STOP AT EL PUEBLO MUSEUM

SPONSORED BY:



AARP
Colorado



Angels Channel

[illegible]



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: April 10, 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. 10436

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 March 27, 2023.

Final adoption of Ordinance by City Council on April 24, 2023.



President of City Council

Action by the Mayor:

☒ Approved on April 25, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

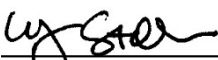
☐ Council did not act to override the Mayor's veto.

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

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

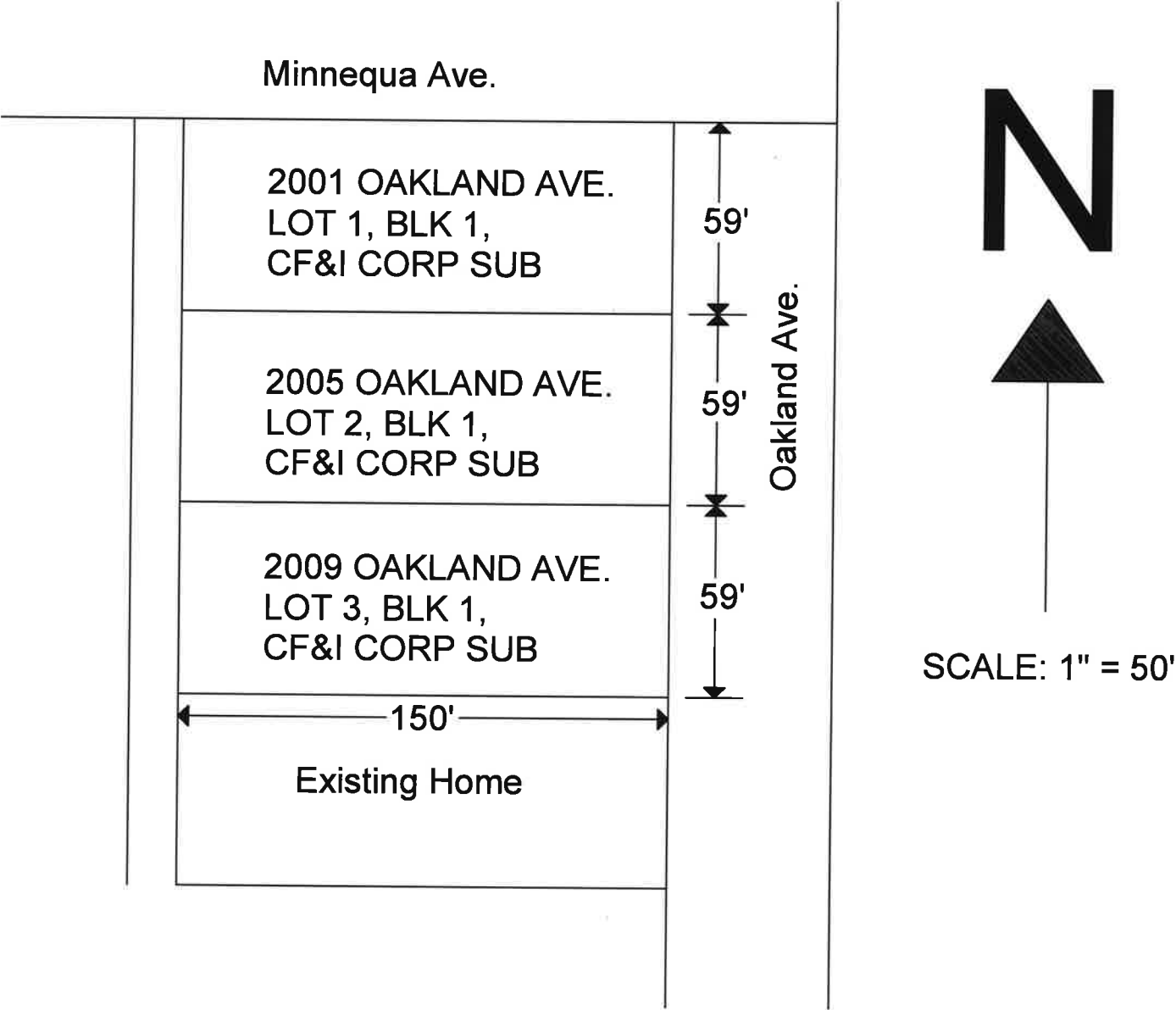
President of City Council

ATTEST



City Clerk

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

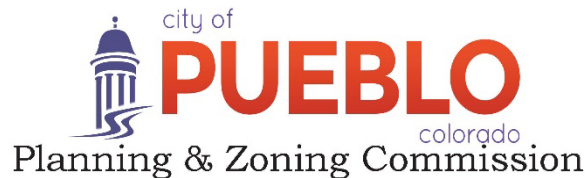


ZONING EXHIBIT
REQUEST TO REZONE FROM 0-1/R-2 TO R-5

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:

- Aerial Photograph
- Zoning Map
- Comprehensive Plan Map
- Site Photographs
- Zoning Exhibit



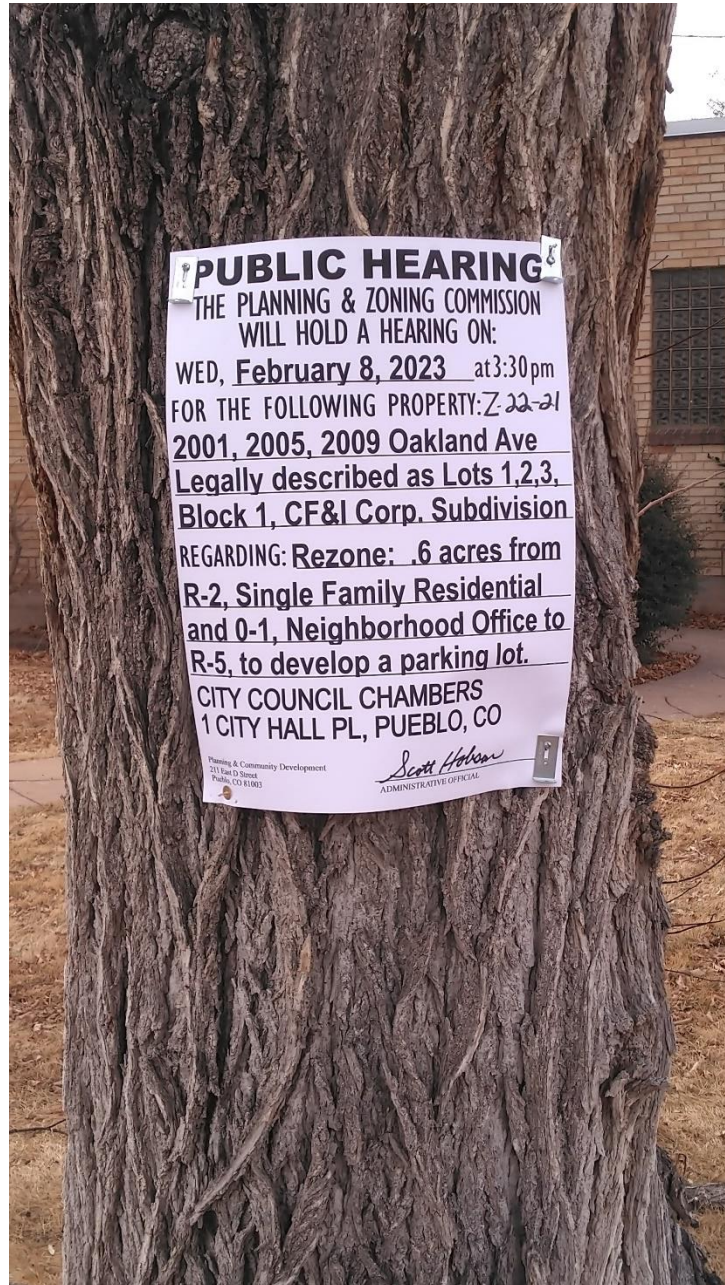
A. Aerial Photograph



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: April 24, 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 CROSSROADS' TURNING POINTS, 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 SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00) 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 Crossroads' Turning Points, Inc., a Colorado nonprofit corporation ("CTP" or "Crossroads") to (1) assist in the construction of a new facility located at 355 E. Spaulding Ave., Pueblo West, CO 81007 which would grow the number of beds available and increase CTP's capacity to provide services; and (2) to provide co-occurring (mental health together with substance use) disorder services to patients who were disproportionately impacted by the COVID-19 pandemic, from April 24, 2023 through December 31, 2026 (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 \$750,000.00 will be paid out of Project No. CI2113, the American Rescue Plan Act.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Recent (pre-COVID) point-in-time statistics related to the incidence of individuals with co-occurring (mental health together with substance use) disorders showed that, in the United States, 19.3 million people aged 18 and older had a substance use disorder (SUD) while 51.5 million people aged 18 and older had a mental illness and 9.5 million people aged 18 or older had BOTH an SUD and mental illness. Since March, 2020 (the onset of the COVID pandemic) incidents of co-occurring disorders have increased tremendously causing a severe negative impact on public health which has been devastating in Pueblo County and southern and southeastern Colorado. There have been increases in calls to disaster distress helplines, increases in emergency room visits related to suicide attempts and overdoses, increases in domestic violence hotlines, increased reports of child abuse and infant deaths attributed to injuries related to child abuse and increases in substance use and opioid related deaths.

CTP currently offers its Circle Program to individuals with co-occurring (mental health together with substance use) disorders. This program offers comprehensive community-based residential treatment to individuals with co-occurring disorders. The goal of the Circle Program is to facilitate client stabilization, followed by engagement in continuing outpatient services, and continuing care to support an individual's ongoing management of their co-occurring substance use and mental health disorders. The program is designed to engage families, primary care medical providers, appropriate social support and recovery-oriented services and supports.

Prior to COVID, CTP was in the process of expanding its 16-bed Circle Program to more adequately meet the needs of this co-occurring population. With the social distancing mandates brought about by COVID, CTP's Circle Program was reduced to a 10-bed program. As Pueblo begins to recover and rebuild from the effects of COVID, CTP is strategically planning to increase the capacity of its Circle Program to ensure that the agency has the infrastructure in place to meet the increasing need for co-occurring services in the coming months and years. To accomplish this, CTP is submitting an ARPA application requesting funding to assist in the construction of a new facility which would grow the number of beds available and increase CTP's capacity to provide co-occurring services.

Having a larger facility will allow CTP more bed space and an increased capacity to serve a growing number of individuals with co-occurring disorders. Having the space to engage a greater number of individuals in co-occurring services equates to a healthier and more resilient community; not only for individuals, but also for their children, families and co-workers.

Funds in the amount of \$750,000.00 authorized to be paid to CTP under the attached ordinance will assist in the construction of a new facility located at 355 E. Spaulding Ave., Pueblo West, CO 81007. The new facility will contain 20 beds. CTP estimates that 10 beds will be filled by residents of Pueblo County and the remaining 10 beds will

be utilized by Colorado residents from other counties.

Crossroads was founded in 1979 by a group of concerned citizens in Pueblo who took action to develop services and programming to help individuals and families affected by substance abuse.

CTP has evolved into a sophisticated and responsive agency, working with community leaders, members of the public, law enforcement, healthcare and other community-based service agencies to become one of the region's leading providers of behavioral health programs and substance use disorder services. CTP has developed and enhanced its full continuum of services within Pueblo County, while also impacting an additional twenty-two counties in Southern and Southeastern Colorado. CTP strives to improve the overall health and life outcomes for clients by increasing access to its full-continuum of high-level, evidence-based substance use disorder services.

As the largest organization utilizing evidence-based curricula and best-practice programming for alcohol and SUD treatment, CTP delivers integrated comprehensive services in prevention, intervention, co-occurring treatment and recovery support services, as well as, withdrawal management (detoxification), regular and intensive outpatient services (including Medication Assisted Treatment-MAT), transitional residential and intensive residential programming. Crossroads also offers recovery support services that include the Peer Recovery Coaches and Sober Living Program.

CTP offers the following programs: Intervention Services, Substance Use Disorder (SUD) Treatment, Outpatient Treatment, Intensive Outpatient (IOP) Treatment, Intensive Case Management (ICM), Day Treatment, Family Center and Women's Residential Treatment, Women with Children, Women without Children, Pregnant Women: Special Connections, Men's Residential Treatment, Peer Recovery Coaches and Sober Living Program (Recovery), Medication Assisted Treatment (MAT), Offender Services, Strategic Individualized Remediation Treatment (STIRT), DUI Program, Co-occurring Services and has an Office of Prevention. Clients can seamlessly access all CTP treatment services and may move fluidly from one level of service and into another, depending on the needs of the client.

Substance use has multiple and broad impacts, and therefore treatment can have multiple effects. Disorders related to substance use also vary by the extent of substance use, the type of substance used, and severity of substance-related disorder. Moreover, it is important to recognize that the addictive disorders population is not uniform; it varies by gender, age, ethnicity and comorbidity. Hence, treatment interventions can have different outcomes when applied to different subgroups of the population, and outcome measures must account for these variations. Evaluation is complex and there are often overlapping reasons for conducting outcome evaluation and differing motivations of various parties who have an interest in outcomes data. For the purposes of this ARPA Project application, CTP will measure numbers of individuals served and percentage of programming completions.

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:

1. 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

1. 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.

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.

FINANCIAL IMPLICATIONS:

CTP will receive \$750,000 in ARPA funds from Project No.CI2113.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support this ARPA Project.

RECOMMENDATION:

None.

ATTACHMENTS:

1. Subrecipient Agreement between City and Crossroads

ORDINANCE NO. 10437

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND CROSSROADS' TURNING POINTS, 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 SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00) 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 24, 2023, between the City of Pueblo, a Colorado municipal corporation and Crossroads' Turning Points, Inc., ("CTP") 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 \$750,000.00 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, to CTP to (1) assist in the construction of a new facility located at 355 E. Spaulding Ave., Pueblo West, CO 81007 (“new facility”) which would grow the number of beds available and increase CTP's capacity to provide services; and (2) to provide co-occurring (mental health together with substance use) disorder services to patients who were disproportionately impacted by the COVID-19 pandemic from April 24, 2023 through December 31, 2026 both at its current facility and its new facility.

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 April 10, 2023.

Final adoption of Ordinance by City Council on April 24, 2023.



President of City Council

Action by the Mayor:

☒ Approved on May 1, 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

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is made and entered into this 24th 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 Crossroads’ Turning Points, Inc., a Colorado nonprofit corporation, hereinafter referred to as the “Subrecipient” or “Crossroads” or “CTP.” City and Subrecipient/Crossroads/CTP 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, Crossroads is requesting ARPA recovery funding in the amount of \$750,000 to (1) assist in the construction of a new facility located at 355 E. Spaulding Ave., Pueblo West, CO 81007 which would grow the number of beds available and increase CTP’s capacity to provide services; and (2) to provide co-occurring (mental health together with substance use) disorder services to patients who were

disproportionately impacted by the COVID-19 pandemic through December 31, 2026 (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) Recent (pre-COVID) point-in-time statistics related to the incidence of individuals with co- occurring (mental health together with substance use) disorders showed that, in the United States, 19.3 million people aged 18 and older had a substance use disorder (SUD) while 51.5 million people aged 18 and older had a mental illness and 9.5 million people aged 18 or older had BOTH an SUD and mental illness. Since March, 2020 (the onset of the COVID pandemic) incidents of co-occurring disorders have increased tremendously causing a severe negative impact on public health which has been devastating in Pueblo County and southern and southeastern Colorado. There have been increases in calls to disaster distress helplines, increases in emergency room visits related to suicide attempts and overdoses, increases in domestic violence hotlines, increased reports of child abuse and infant deaths attributed to injuries related to child abuse and increases in substance use and opioid related deaths.
- (b) Crossroads' Turning Points, Inc. (CTP) currently offers its Circle Program to individuals with co-occurring (mental health together with substance use) disorders. This program offers comprehensive community-based residential treatment to individuals with co-occurring disorders. The goal of the Circle Program is to facilitate client stabilization, followed by engagement in continuing outpatient services, and continuing care to support an individual's ongoing management of their co-occurring substance use and mental health disorders. The program is designed to engage families, primary care medical providers, appropriate social support and recovery-oriented services and supports.
- (c) Prior to COVID, CTP was in the process of expanding its 16-bed Circle

Program to more adequately meet the needs of this co-occurring population. With the social distancing mandates brought about by COVID, CTP's Circle Program was reduced to a 10-bed program. As Pueblo begins to recover and rebuild from the effects of COVID, CTP is strategically planning to increase the capacity of its Circle Program to ensure that the agency has the infrastructure in place to meet the increasing need for co-occurring services in the coming months and years. To accomplish this, CTP is submitting an ARPA application requesting funding to assist in the construction of a new facility which would grow the number of beds available and increase CTP's capacity to provide co-occurring services.

- (d) Having a larger facility will allow CTP more bed space and an increased capacity to serve a growing number of individuals with co-occurring disorders. Having the space to engage a greater number of individuals in co-occurring services equates to a healthier and more resilient community; not only for individuals, but also for their children, families and co-workers.
- (e) Crossroads was founded in 1979 by a group of concerned citizens in Pueblo who took action to develop services and programming to help individuals and families affected by substance abuse.
- (f) CTP has evolved into a sophisticated and responsive agency, working with community leaders, members of the public, law enforcement, healthcare and other community-based service agencies to become one of the region's leading providers of behavioral health programs and substance use disorder services. CTP has developed and enhanced its full continuum of services within Pueblo County, while also impacting an additional twenty-two counties in Southern and Southeastern Colorado. CTP strives to improve the overall health and life outcomes for clients by increasing access to its full-continuum of high-level, evidence-based substance use disorder services.
- (g) As the largest organization utilizing evidence-based curricula and best-practice programming for alcohol and SUD treatment, CTP delivers integrated comprehensive services in prevention, intervention, co-occurring treatment and recovery support services, as well as, withdrawal management (detoxification), regular and intensive outpatient services (including Medication Assisted Treatment-MAT), transitional residential and intensive residential programming. Crossroads also offers recovery support services that include the Peer Recovery Coaches and Sober Living Program.
- (h) CTP offers the following programs: Intervention Services, Substance Use Disorder (SUD) Treatment, Outpatient Treatment, Intensive Outpatient (IOP) Treatment, Intensive Case Management (ICM), Day Treatment, Family Center and Women's Residential Treatment, Women with Children,

Women without Children, Pregnant Women: Special Connections, Men's Residential Treatment, Peer Recovery Coaches and Sober Living Program (Recovery), Medication Assisted Treatment (MAT), Offender Services, Strategic Individualized Remediation Treatment (STIRT), DUI Program, Co-occurring Services and has an Office of Prevention. Clients can seamlessly access all CTP treatment services and may move fluidly from one level of service and into another, depending on the needs of the client.

- (i) Substance use has multiple and broad impacts, and therefore treatment can have multiple effects. Disorders related to substance use also vary by the extent of substance use, the type of substance used, and severity of substance-related disorder. Moreover, it is important to recognize that the addictive disorders population is not uniform; it varies by gender, age, ethnicity and comorbidity. Hence, treatment interventions can have different outcomes when applied to different subgroups of the population, and outcome measures must account for these variations. Evaluation is complex and there are often overlapping reasons for conducting outcome evaluation and differing motivations of various parties who have an interest in outcomes data. For the purposes of this ARPA Project application, CTP will measure numbers of individuals served and percentage of programming completions.
- (j) 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).
- (k) 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.

- (l) 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, loans and donations and cash-on-hand, 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 Seven Hundred Fifty Thousand Dollars (U.S. \$750,000.00). City shall make said funds available to Subrecipient within thirty (30) days following approval of this Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Subrecipient. The use of said funds shall be limited to expenditures to offset the costs for the construction, development, engineering and architectural work for a new facility located at 355 E. Spaulding Ave., Pueblo West, CO 81007 ("Premises") 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 construct and develop 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]

CROSSROADS' TURNING POINTS, INC.
A COLORADO NONPROFIT CORPORATION

By: _____

Name: _____

Title: _____

EXHIBIT A SCOPE OF SERVICES

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

A. Performance Monitoring:

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

SUBRECIPIENT'S SCOPE OF SERVICES

B. Principal Tasks

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

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

- (1) Use ARPA Funds for the construction, development, engineering and architectural work for a new facility located at 355 E. Spaulding Ave., Pueblo West, CO 81007 ("Premises") from which the Subrecipient shall provide expanded services.
- (2) Use ARPA Funds, at its current location and at its new Premises to operate its Circle Program to provide services to individuals with co-occurring (mental health together with substance use) disorders from the date of this Subrecipient Agreement through December 31, 2026.

C. Budget \$750,000.

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: April 24, 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 ACCEPTING FUNDS IN THE AMOUNT OF \$116,533.87 FROM PUEBLO COUNTY FOR AVIATION FUEL TAXES COLLECTED THROUGH PUEBLO COUNTY SALES TAX COLLECTIONS, TO BE USED FOR ADVERTISING FOR THE PUEBLO MEMORIAL AIRPORT, AND BUDGETING AND APPROPRIATING SAID FUNDS TO PROJECT APAN01 - AIRPORT ADVERTISING

SUMMARY:

This Ordinance will accept Aviation Fuel Tax funds collected through Pueblo County Sales Tax collection.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Pueblo County passed and approved Resolution 18-097 in 2018, transferring Aviation Fuel Tax funds to the City of Pueblo to be used for aviation related purposes, specifically advertising services. Pueblo County offices realized that Aviation Fuel Tax funds are to be transferred to the City of Pueblo annually, but due to an oversight, no transfer resolutions have been passed and approved since 2018. Pueblo County is now transferring Aviation Fuel Tax collections for 2019, 2020, 2021, and 2022, totaling \$116,533.87.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$116,533.87 will be budgeted and appropriated to Project APAN01 – Airport Advertising.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the City of Pueblo cannot accept the Aviation Fuel Tax funds from Pueblo County.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10438

AN ORDINANCE ACCEPTING FUNDS IN THE AMOUNT OF \$116,533.87 FROM PUEBLO COUNTY FOR AVIATION FUEL TAXES COLLECTED THROUGH PUEBLO COUNTY SALES TAX COLLECTIONS, TO BE USED FOR ADVERTISING FOR THE PUEBLO MEMORIAL AIRPORT, AND BUDGETING AND APPROPRIATING SAID FUNDS TO PROJECT APAN01 - AIRPORT ADVERTISING

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

SECTION 1.

Aviation Fuel Tax collections in the amount of \$116,533.87 are hereby accepted from Pueblo County and are to be used for aviation related purposes, specifically advertising services.

SECTION 2.

Accepted funds in the amount of \$116,533.87 shall be budgeted and appropriated to Project No. APAN01 – Airport Advertising.

SECTION 3.

Any future Aviation Fuel Tax funds remitted to the City of Pueblo via Pueblo County shall also be budgeted and appropriated to Project No. APAN01 – Airport Advertising.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on April 10, 2023.

Final adoption of Ordinance by City Council on April 24, 2023.



President of City Council

Action by the Mayor:

- ☒ Approved on April 25, 2023.
- ☐ Disapproved on _____ based on the following objections:



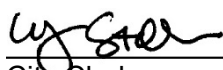
Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 24, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) PEACE OFFICERS MENTAL HEALTH SUPPORT GRANT PROGRAM, IN THE AMOUNT OF \$99,464.00 ESTABLISHING PROJECT NUMBER PS2301, AND BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2301

SUMMARY:

This ordinance approves a grant award from the Department of Local Affairs and approves and accepts an initial grant award of \$99,464.00 into Project PS2301.

PREVIOUS COUNCIL ACTION:

On September 14, 2020, Council approved Resolution No. 14472, which authorized staff to submit an application requesting an award of this grant. On May 17, 2021, Council approved Ordinance No. 9923, which accepted and approved funds for the 2021 POMH Grant.

BACKGROUND:

The Peace Officers Mental Health Support grant program within the Department of Local Affairs (DOLA) is available for local law enforcement agencies to engage mental health professionals who can provide on-scene response services to support peace officers' handling of persons with mental health disorders and counseling services for peace officers.

This grant will improve the mental health of officers with the Pueblo Police Department by offering professional counseling for officers involved in shooting, fatal use of force, and other critical incidents. Contracted services from a qualified, competent mental health provider will be provided, in person or remotely, to peace officers involved in job-related traumatic situations. Services may include trauma therapy and treatment.

Peace officers may choose to use a different counselor and may be reimbursed for their out-of-pocket expenses.

Following trauma exposure, an individual experiences one or more aspects of physical and psychological symptoms that can affect their mental health. According to the American Journal of Managed Care, critical incident stress debriefing is a practice that allows officers to both process and reflect on the traumatic events they've experienced and gain personal control around the incident.

Continuous professional training and oversight for the peer support team (approximately 23 members) to ensure consistency and competency. Adding additional members to the peer support team and provide the required forty-hour training to new members.

All sworn department members will receive education and outreach opportunities to include wellness and resiliency topics. The book "Emotional Survival for Law Enforcement" will be provided to all officers through the funding of this grant. Pro-Social activities for officers and their families to receive a presentation by a licensed professional and peer support team will be offered throughout the year. Providing opportunities for officers to connect with peers will be a valuable strategy to address mental health issues.

Training and resources through this grant will be used exclusively for the 231 sworn law enforcement members of the Pueblo Police Department.

FINANCIAL IMPLICATIONS:

This grant is 100% funded by DOLA, with no matching funds. This grant requires monitoring, auditing, and submission of financial documents which will impact the City with staffing costs.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

The Pueblo Police Department supports the award and appropriation of the funds to establish additional mental health support for the officers.

ALTERNATIVES:

Decline this grant offer from the Department of Local Affairs Peace Officers Mental Health Support.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 23-534 Pueblo award letter
2. POMH 23-534 Terms and Conditions

ORDINANCE NO. 10439

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) PEACE OFFICERS MENTAL HEALTH SUPPORT GRANT PROGRAM, IN THE AMOUNT OF \$99,464.00 ESTABLISHING PROJECT NUMBER PS2301, AND BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2301

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept grants from the state government for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the State of Colorado Department of Local Affairs has tendered a Grant Award Letter including Terms and Conditions (the "Award") in the amount of \$99,464.00 for law enforcement training purposes for the Peace Officers Mental Health Support upon conditions recited therein or incorporated therein by reference;

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

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

SECTION 1.

The Award of the State of Colorado Department of Local Affairs Peace Officer Mental Health Support Grant funding in the amount of \$99,464.00 is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

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

SECTION 3.

Project Number PS2301 is hereby established in the Public Safety Grants Fund. All current and future funds accepted under this ordinance shall be budgeted and appropriated into Project Number PS2301 by the Finance Department.

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 upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on April 10, 2023.

Final adoption of Ordinance by City Council on April 24, 2023.



President of City Council

Action by the Mayor:

☒ Approved on April 25, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

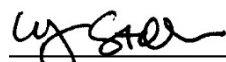
☐ Council did not act to override the Mayor's veto.

☐ 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



COLORADO
Department of Local Affairs
Division of Local Government

January 24, 2023

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

Re: POMH 23-534 City of Pueblo Peace Officers Behavioral Health Support and Community Partnerships Program,
Notice of Intent to Award Funds and Next Steps.

Dear Mayor Gradisar:

The Department of Local Affairs is in receipt of your application for Peace Officers Behavioral Health Support funds. After thorough review, I am pleased to offer a grant award in the amount of \$99,464.00 for the purpose of providing behavioral health services to peace officers and/or co-responder community response services based on your grant application.

Your Grant Agreement will be unilaterally signed by the State and issued as a "Grant Award Letter including Terms and Conditions". Grantees of these funds will not need to sign and return the document packet to DOLA. Payment requests will be made using DOLA's online portal.

Next Steps:

- Please complete and return the W-9 (required) and the EFT form (optional) included in this packet to the addresses indicated on the forms as soon as possible.
- You will receive the fully executed Grant Award Letter including Terms and Conditions packet via email only. This document packet does not need to be signed or returned by you. Also included with the packet will be instructions on how to submit payment requests using DOLA's online portal.

Grant funds awarded will come from state tax proceeds that may cause you to go to an election to receive and spend these funds. Please confer with your appropriate budget and legal staff to determine if such an election is necessary.

Thank you for your interest in the Peace Office Behavioral Health Support Program. Please contact Ella Bowman at (303) 864-7896 if you have any questions.

Sincerely,

Rick M. Garcia, DOLA Executive Director

Cc: Luann Martinez, Grant Administrator
Ella Bowman, Program Manager
Tara Marshall, DOLA Regional Manager

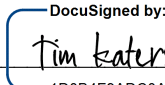


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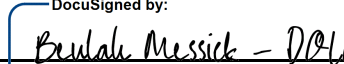
STATE OF COLORADO INTERGOVERNMENTAL GRANT AGREEMENT SUMMARY OF TERMS AND CONDITIONS

State Agency Department of Local Affairs (DOLA)	DLG Portal Number POMH-23-534	CMS Number 181394
Grantee City of Pueblo	Grant Award Amount \$99,464.00	
Project Number and Name POMH 23-534 Pueblo Peace Officer Behavioral Health Support and Community Partnerships Program	Performance Start Date The later of the Effective Date or March 9, 2023	Grant Expiration Date June 30, 2025
Project Description The Project consists of providing Grant Funds to Pueblo for provision of behavioral health counseling services to peace officers, their immediate families and first responders.	Program Name Peace Officer Behavioral Health Support and Community Partnerships Grant Program (POMH)	
	Funding Source STATE FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number N/A	
DOLA POMH Program Manager <u>Ella Bowman, (303) 864-7896</u> Ella.bowman@state.co.us	Funding Account Codes 22-005 PX2335	
VCUST# 14170	Address Code AD001 EFT	

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER DocuSigned by:  1D0B4F9ADC0A49C... By: Tim Katers, Financial Assistance Manager Date: <u>3/10/2023 10:22 AM MST</u>	STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Rick M. Garcia, Executive Director DocuSigned by:  8139CF536BC34AC... By: Rick M. Garcia, Executive Director Date: <u>3/10/2023 10:38 AM MST</u>
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In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate (the “Effective Date”).

<u>STATE CONTROLLER</u> <u>Robert Jaros, CPA, MBA, JD</u> DocuSigned by:  090ACD88A721474... By: Beulah Messick, Controller Delegate Department of Local Affairs Effective Date: <u>3/10/2023 3:23 PM MST</u>

TERMS AND CONDITIONS

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “State”) hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “Grantee”) an award of Grant Funds in the amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. *Reserved.*

3. AUTHORITY

Authority to enter into this Intergovernmental Grant Agreement exists in the law as follows:

A. *Reserved.*

POMH 23-534 Pueblo Peace Officer Behavioral Health Support and Community Partnerships Program

B. State Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. This Intergovernmental Grant Agreement is funded, in whole or in part, with State funds.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. *Reserved.*

B. *Reserved.*

C. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

D. “**Exhibits**” means the following exhibits attached to this Intergovernmental Grant Agreement:

i. Exhibit B, Scope of Project

ii. Exhibit G, Form of Option Letter

E. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an amendment, or an Option Letter.

F. *Reserved.*

G. *Reserved.*

H. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

I. “**Intergovernmental Grant Agreement**” or “**Grant**” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

J. “**Grant Expiration Date**” means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

K. “**Grant Funds**” or “**Grant Award Amount**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.

L. “**Incident**” means any accidental or deliberate event that results in, or constitutes an imminent threat of, the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

M. “**Initial Term**” means the time period between the Performance Start Date and the initial Grant Expiration Date.

N. *Reserved.*

O. “**Other Funds**” means all funds necessary to complete the Project, excluding Grant Funds. Grantee is solely responsible for securing all Other Funds.

POMH 23-534 Pueblo Peace Officer Behavioral Health Support and Community Partnerships Program

- P. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- Q. **“Performance Start Date”** means the later of the Performance Start Date or the Execution Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.
- R. *Reserved.*
- S. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501, C.R.S. and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- T. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- U. **“Project”** means the overall project described in **Exhibit B**, which includes the Work.
- V. **“Project Budget”** means the amounts detailed in **§6.2** of **Exhibit B**.
- W. *Reserved.*
- X. *Reserved.*
- Y. **“Services”** means the services performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services rendered by Grantee in connection with the Goods.
- Z. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to State personnel records not subject to disclosure under CORA.
- AA. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- BB. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- DD. *Reserved.*
- EE. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.

POMH 23-534 Pueblo Peace Officer Behavioral Health Support and Community Partnerships Program

FF. *Reserved.*

GG. *Reserved.*

HH. *Reserved.*

II. “**Work**” means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

JJ. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

Any other term used in this Intergovernmental Grant Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

5. PURPOSE

The purpose of the Peace Officer Mental Health Support Grant Program is to provide grants to local law enforcement agencies for the purpose of engaging mental health professionals who can provide mental health support services to peace officers. The purpose of this Grant is described in **Exhibit B**.

6. SCOPE OF PROJECT

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

7. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

- i.** The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.
- ii.** The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.
- iii.** Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

B. Erroneous Payments

The State may recover, at the State’s discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended

POMH 23-534 Pueblo Peace Officer Behavioral Health Support and Community Partnerships Program

or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

C. Matching Funds.

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Project Budget in **Exhibit B**.

- i. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Project Budget by providing Grantee with an executed Option Letter or formal amendment.

E. Close-Out and De-obligation of Grant Funds

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee’s final reimbursement request or invoice. Any Grant Funds remaining after submission and payment of Grantee’s final reimbursement request are subject to de-obligation by the State.

8. REPORTING – NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out period described in **§7.E**.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

9. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe

POMH 23-534 Pueblo Peace Officer Behavioral Health Support and Community Partnerships Program

all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Audits

Grantee shall comply with all State and federal audit requirements.

10. CONFIDENTIAL INFORMATION-STATE RECORDS**A. Confidentiality**

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security (<http://oit.state.co.us/ois>) and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State

POMH 23-534 Pueblo Peace Officer Behavioral Health Support and Community Partnerships Program

Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

12. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

13. REMEDIES

In addition to any remedies available under any Exhibit to this Intergovernmental Grant Agreement, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State's sole discretion. The State may also terminate this Intergovernmental Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

14. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

15. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal

POMH 23-534 Pueblo Peace Officer Behavioral Health Support and Community Partnerships Program

representative or principal representative contact information by notice submitted in accordance with this §15.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

17. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

18. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Intergovernmental Grant Agreement.

B. Captions and References

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Intergovernmental Grant Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Intergovernmental Grant Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

POMH 23-534 Pueblo Peace Officer Behavioral Health Support and Community Partnerships Program

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Order of Precedence

In the event of a conflict or inconsistency between this Intergovernmental Grant Agreement and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. Any executed Option Letter
- ii. The provisions of this Intergovernmental Grant Agreement.
- iii. The provisions of any exhibits to this Intergovernmental Grant Agreement.

H. Severability

The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this Intergovernmental Grant Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

I. Survival of Certain Intergovernmental Grant Agreement Terms

Any provision of this Intergovernmental Grant Agreement that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

J. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

K. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant Agreement, whether explicit or by lack of enforcement, shall not

POMH 23-534 Pueblo Peace Officer Behavioral Health Support and Community Partnerships Program

operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

L. Accessibility

- i.** Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended.
- ii.** Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- iii.** The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

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**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: April 24, 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 THE CITY OF PUEBLO'S 2023-2024 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE APPLICATION TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE

SUMMARY:

This Ordinance approves the 2023-2024 Action Plan as presented. The Action Plan contains the funding recommendations made by the Citizens' Advisory Committee (CAC) and Staff.

PREVIOUS COUNCIL ACTION:

The City Council has not taken any previous action on this matter.

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. This Action Plan and the accompanying documentation serve as the City's application to HUD for the 2023-2024 Community Development Block Grant (CDBG) and HOME Investment Partnership Act Grant (HOME). This is the fourth Action Plan under the 2020-2024 Five-Year Consolidated Plan.

A public meeting was held to receive citizen input and to hear applicant presentations on July 19, 2022. HUD CPD Notice 23-01 requested the annual

action plan not be submitted prior to the publication of the grantees FY23 allocation on February 27, 2023. The notice of the availability of the 2023 Annual Action Plan was published on October 4, 2022 and made available to the public for review on October 5, 2022, formally opening the public comment period for thirty-days. Public meetings were held on October 12, 2022 and November 3, 2022. 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 City anticipates receiving \$1,430,540.00 in CDBG funding and \$1,025,859.00 in HOME Consortium grant funding, with an additional \$11,749.85 in homebuyer recapture for housing and community development projects in 2023. The HOME Consortium grant is shared with Pueblo County on an 87%/13% City/County basis. The HOME grant requires a 25% match. The City's portion this year is \$208,750.15.

BOARD/COMMISSION RECOMMENDATION:

The Citizens Advisory Committee (CAC) has recommended that the City Council approve the activities outlined in the 2023-2024 Action Plan and presented its recommendations to Council during Work Session on August 22, 2022

STAKEHOLDER PROCESS:

The following stakeholder processes were undertaken by the Department. Starting May 1, 2022 through May 31, 2022, applications for grant funding were made available to the community. Public hearings were held before the CAC on July 19, 2022. The public hearings were open for public comments, and for funding applicants to present their requests to the CAC. The CAC deliberations were held on August 10, 2021. This was an open meeting, but opportunity for public comment is not provided. The 30-day comment period began October 5, 2022, with the publication of a public notice in *The Pueblo Chieftain*.

ALTERNATIVES:

The City Council can choose to not apply for the CDBG and HOME grants, in which case a number of community services will need to find alternative funding.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2023 Final Attachment A
2. HUD_424B-V1.0 Certifications and Assurances
3. Certifications
4. 2023 SF-424 HOME
5. SF424D-V1.1 - HOME
6. 2023 SF-424 CDBG
7. SF424D-V1.1 - CDBG

ORDINANCE NO. 10440

AN ORDINANCE APPROVING AND ADOPTING THE CITY OF PUEBLO'S 2023-2024 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE APPLICATION TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE

WHEREAS, the City of Pueblo is designated as an entitlement city under the Housing and Community Development Act of 1974, and will receive Community Development Block Grant (CDBG) and HOME Investment Partnership Act Grants (HOME) for fiscal year 2023; and

WHEREAS, the City of Pueblo conducted a citizen participation process 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 City of Pueblo's 2023-2024 Action Plan listing projects and programs for funding from CDBG and HOME federal funds has been developed to give maximum feasible priority to activities which will benefit low- to moderate-income families and/or aid in the prevention or elimination of slum and blight, as required by HUD, and is hereby approved, adopted, and incorporated herein.

SECTION 2.

The Mayor is hereby authorized to submit, in the name of the City of Pueblo, the applications (SF-424/SF-424D) and the 2023-2024 Action Plan, together with all required and necessary certifications, assurances, and documentation to the U.S. Department of Housing and Urban Development for \$1,430,540.00 in 2023 CDBG funds and \$1,025,859.00 in 2023 HOME funds, along with \$11,749.85 in homebuyer funds recaptured from prior years.

SECTION 3.

CDBG funds in the amount of \$1,430,540.00 and HOME funds in the amount of \$1,025,859.00, and HOME homebuyer recaptured funds in the amount of \$11,749.85, the 2023 allocation, are hereby budgeted and appropriated for the projects and in the amounts set forth in the 2023-2024 Action Plan. A list of the recommended projects is herein included as Attachment A.

SECTION 4.

The HOME Program requires local matching funds. The City's portion of matching funds for the 2023-2024 year is \$208,750.15. During the annual budget process, \$332,150.00 was budgeted and appropriated for the HOME match to meet the 2023-2024 requirement and to balance out with additional program income received from FY2021. Therefore, \$332,150.00 is available in Project No. HO2360 to meet the required matching funds.

SECTION 5.

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 6.

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 7.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on April 10, 2023.

Final adoption of Ordinance by City Council on April 24, 2023.



President of City Council

Action by the Mayor:

☒ Approved on April 25, 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



2023 Annual Action Plan

Attachment A

Community Development Block Grant Program Funds			
Project No.	Project Name	Project Agency	Amount
Public Services			
CD2301	Administration	DHCS	\$ 285,000.00
CD2302	Homeless Prevention	Posada	\$ 50,000.00
CD2303	Homeless Supportive Services	Posada	\$ 75,000.00
CD2304	Homeless Youth Services	Posada	\$ 50,000.00
CD2305	Home Stability Program	Catholic Charities	\$ 25,000.00
CD2306	Senior Transportation	SRDA	\$ 13,750.00
Public Facilities/Neighborhood Improvements			
CD2307	Orman Sidewalks - 1600 Block	Richard Coleman	\$ 200,000.00
CD2308	Van Buren Sidewalks - 200 Block	Kimberly Pease	\$ 142,290.00
CD2309	ADA Curb Ramps - Belmont	Public Works	\$ 200,000.00
CD2310	ADA Curb Ramps - State Fair	Public Works	\$ 200,000.00
Housing Activities			
CD2311	ERESP	Pueblo County	\$ 40,000.00
CD2312	Minor Repair Program	DHCS	\$ 74,500.00
CD2313	Rehabilitation	DHCS	\$ 75,000.00
			\$ 1,430,540.00
HOME Partnership Investment Act Program Funds			
Project No.	Project Name	Project Agency	Amount
HO2310	City Administration	City of Pueblo	\$ 89,249.00
HO2320	County Administration	Pueblo County	\$ 13,336.00
HO2330	County Programs	Pueblo County	\$ 100,021.00
HO2340	Community Housing Development Organization	TBD	\$ 153,879.00
HO2350	City Programs	City of Pueblo	\$ 669,374.00
HO2360	City Match	City of Pueblo	\$ 332,150.00
HO23HP	Homebuyer Recaptured Funds	City of Pueblo	\$ 11,749.85
			\$ 1,369,758.85

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CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

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

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2022 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

Date

Title

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 24, 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 SECTION 12-5-5 OF THE PUEBLO MUNICIPAL CODE RELATING TO STREET VACATION APPLICATION FEES AND REAPPLICATIONS

SUMMARY:

This Ordinance will amend Section 12-5-5 of the Pueblo Municipal Code to authorize the establishment of a fee schedule for street vacation applications by Resolution of the City Council.

PREVIOUS COUNCIL ACTION:

Resolution 14808, passed on February 14, 2022, established a fee schedule for applications for various land use actions including street vacation applications.

BACKGROUND:

This Ordinance will correct a discrepancy in the required application fee costs between Section 12-5-5 of the Code and Resolution No. 14808, which established an application fee schedule for various land use actions (including street vacation applications). This change aligns Section 12-5-5 of the Code with other sections by creating language authorizing the collection of fees and directing those fees to be set by separate resolutions of the City Council. It also simplifies the fee payment structure from a two-step payment process to a one-time payment process when the application is submitted.

The City's street vacation regulations codified in Chapter 5 of Title XII of the Pueblo Municipal Code outline procedures for the processing of street vacation applications. Section 12-5-5 of the Code establishes a fee of \$150.00 for street vacation actions - \$75.00 before the application is processed and voted upon by the Planning and Zoning Commission and another \$75.00 before the application is presented to the City Council. The proposed amendment would simplify the fee structure and authorize fees for street vacation actions to be set by a Resolution of the City Council. A proposed fee schedule

has been established under Resolution 14808 and the fees for street vacation applications specified therein would take effect immediately upon final approval of this Ordinance.

FINANCIAL IMPLICATIONS:

Revenues generated from street vacation application fees would be deposited into the City's General Fund.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

If the City Council does not approve this Ordinance, the current language in Section 12-5-5 will remain in effect.

RECOMMENDATION:

Approve the proposed Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10441

AN ORDINANCE AMENDING SECTION 12-5-5 OF THE
PUEBLO MUNICIPAL CODE RELATING TO STREET
VACATION APPLICATION FEES AND REAPPLICATIONS

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

SECTION 1.

Section 12-5-5 of the Pueblo Municipal Code is hereby amended to read as follows
(brackets indicate matter being deleted, underscoring indicates new matter being
added):

Sec. 12-5-5. - [Costs; Reapplying] Application fee; Reapplication.

(a) [Before any action shall be taken as provided by this Chapter by the Planning and Zoning Commission, the applicant proposing the vacation shall deposit with the Finance Department an application fee of seventy-five dollars (\$75.00). Under no conditions shall such sums or any portion thereof be refunded for failure of such vacation to be approved by the Planning and Zoning Commission.] **Before any action shall be taken upon any application filed under this Chapter, the applicant shall deposit with the Finance Department an application fee in an amount as set forth by resolution of the City Council.**

(b) [After the Planning and Zoning Commission has made its recommendations, an ordinance shall be prepared for presentation to the City Council. An additional fee of seventy-five dollars (\$75.00) shall be charged to cover all necessary and reasonable costs incurred by the City in processing such ordinance through the City Council.] **In the event the proposed vacation is denied by the City Council, no new or substantially similar request shall be made for the same within six (6) months after such denial thereof.**

[(c) No deposit of money shall be required when such action is initiated by the Planning and Zoning Commission. In the event the proposed vacation is denied by the City Council, no new or substantially similar request shall be made for the same within six (6) months after such denial thereof.]

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on April 10, 2023.

Final adoption of Ordinance by City Council on April 24, 2023.



President of City Council

Action by the Mayor:

☒ Approved on April 25, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

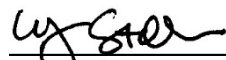
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST



City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 24, 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 PARKING AGREEMENT BETWEEN PUEBLO COUNTY AND THE CITY OF PUEBLO, RELATING TO THE COUNTY'S USE OF PARKING SPACES IN THE CITY'S PARKING LOT LOCATED AT W. 8TH STREET AND COURT STREET AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

SUMMARY:

Attached is an Ordinance approving a parking agreement between Pueblo County and the City of Pueblo, relating to the County's use of parking spaces in the City's parking lot located at West 8th Street and Court Street and authorizing execution thereof by the Mayor.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Pueblo County has requested the use of available parking spaces in the City's surface parking lot located on the southeast corner of the intersection of West 8th Street and Court Street. Sufficient parking spaces are available for use by the County at this time and the City of Pueblo and the County staff have negotiated the terms of a proposed parking agreement.

FINANCIAL IMPLICATIONS:

Pueblo County shall pay \$30.00 per month for each permit issued by the City. The City will invoice the County for all issued permits on a monthly basis. All revenues received shall be deposited into a revenue account of the City Parking Enterprise.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

Not applicable

ALTERNATIVES:

Denial of this agreement will prevent the City from renting available parking spaces to Pueblo County.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. City-County Parking Agreement (230321)

ORDINANCE NO. 10442

AN ORDINANCE APPROVING A PARKING AGREEMENT BETWEEN PUEBLO COUNTY AND THE CITY OF PUEBLO, RELATING TO THE COUNTY'S USE OF PARKING SPACES IN THE CITY'S PARKING LOT LOCATED AT W. 8TH STREET AND COURT STREET AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

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

SECTION 1.

The Parking Agreement ("Agreement") by and between Pueblo County, a Political Subdivision of the State of Colorado, and the City of Pueblo, a Municipal Corporation, a copy of which is attached hereto and made part hereof by reference, after having been approved as to form by the City Attorney, is hereby approved. The Mayor is hereby authorized to execute said Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon passage and approval.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on April 10, 2023.

Final adoption of Ordinance by City Council on April 24, 2023 .



President of City Council

Action by the Mayor:

☒ Approved on April 25, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

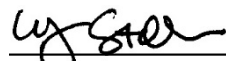
☐ Council did not act to override the Mayor's veto.

☐ 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

PARKING AGREEMENT

THIS PARKING AGREEMENT ("Agreement") entered into as of the 22nd day of March, 2023 by and between the City of Pueblo, a Municipal Corporation ("City"), and Pueblo County, a political subdivision of the State of Colorado, ("County"). City and County may each be referred to herein individually as "Party," or collectively as "Parties."

WHEREAS, County represents that it will need up to twenty off-street parking spaces (the "Parking Spaces") for its employees ("County's Employees"), and

WHEREAS, City and County are desirous of entering into an agreement with respect to such Parking Spaces.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein, City and County agree as follows:

1. Available Parking Spaces. City, subject to the terms and conditions set forth herein, will make available for use by County's Employees, up to twenty (20) Parking Spaces in the City parking lot located on the southeast corner of the intersection of W. 8th Street and Court Street ("Parking Lot").

2. City shall initially provide twenty (20) hang-tag parking permits ("Permits") which shall be prominently and clearly displayed so they are visible at all times from the outside of any parked vehicles while they are located in the Parking Lot. Changes to the number of Permits issued shall be processed as described in Paragraph 4 below.

3. Parking Fees. In consideration of City making available up to 20 Parking Spaces for use by County's Employees, except as otherwise may be provided in paragraph 7(b) below, City will invoice County monthly no later than the fifth workday (excluding City holidays) of each month for all Permits that were issued during the previous month. The parking fee for each Permit issued shall be \$30.00 per month ("Parking Fees"). Any Permits issued for a full or partial month shall be charged the full monthly parking fee on the monthly invoice. Invoices for Parking Fees due shall be payable immediately upon receipt and payment shall be considered past due if City has not received payment on the last day of the month in which the invoice was issued.

4. Change in Number of Permits Issued. If County requests additional Permits, County shall specify the number of additional Permits it requires by notifying City in writing at least fifteen (15) days in advance of the requested change. Upon receipt of such notification, City may, at its sole discretion, make additional Permits available to County consistent with the Parking Fees specified under this Agreement when such additional Parking Spaces are reasonably available. If County desires a reduction in the number of Permits issued, County shall notify the City in writing of the requested change and return any excess Permits. The last day of the month in which the excess Permits are received by City shall be the date used to calculate Parking Fees due in accordance with Paragraph 3 above.

5. Lost Permits. County agrees to promptly report any lost or stolen Permits to City within three (3) business days of discovery of the loss. City shall invalidate the lost or stolen Permit and reissue a new Permit as soon as reasonably practicable.

6. Uses of Parking Spaces.

(a) Parking Spaces shall be used only by County Employees for the parking of motor vehicles in compliance with City's applicable rules and regulations. Motor vehicles shall only be parked within marked spaces. Parking Spaces shall be made available for County's Employees 24 hours per day, 7 days per week, provided that City may obstruct or deny access to or use of the Parking Spaces during emergencies, major City events, and during reasonable periods for maintenance and repairs to the Parking Spaces. County shall not make any repairs, alterations or improvements to or upon the Parking Spaces or parking lot.

(b) Maintenance and Related Obligations of the City. City will maintain the Parking Spaces in conjunction with its maintenance and repair program for City's public parking areas and structures.

7. Assignment. County shall not assign or otherwise transfer this Agreement or any of County's interest herein, reissue Permits to other persons or entities, or sublease the Parking Spaces or any part thereof.

8. Signs. County shall not place, install, affix or use any sign, advertising, or identifying media on or within the Parking Lot.

9. Default by County.

(a) Time is of the essence hereof. If County defaults in the payment of any invoice or fails to perform or observe any of the conditions and covenants on its part to be performed or observed hereunder, and such default or failure shall continue for a period of thirty (30) days after written notice thereof is given by City to County, then and in that event, City, in addition to other remedies available at law or in equity, may invalidate the issued Permits, terminate this Agreement, and forthwith take possession of the Parking Spaces. Failure or delay by City in taking any action in connection with a default or failure of County, or accepting partial or full payment for invoices with knowledge or such default or failure, shall not waive such default or failure, and City shall have the right at any time to take such action as may be lawful or authorized hereunder. All remedies are cumulative.

(b) Default by City. Subject to the limitations set forth in paragraphs 11 and 12 of this Agreement, if City defaults in making available the Parking Spaces as set forth in this Agreement, and such default is not cured within thirty (30) days after written notice of such default is given by County to City, or, if the default cannot be reasonably cured within said 30-day period, and the cure thereof is not commenced within such period and thereafter diligently prosecuted to completion by City, County, as its exclusive remedy may withhold from future payments due the City under this Agreement, the difference between the parking fees invoiced and the Parking Fees due for any Permits that were utilized at any time during the invoice period. County waives any general, consequential, or special damages for City's default under the terms and conditions of this Agreement.

10. Attorney Fees. Exclusive venue for such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, Colorado, and each party submits to the jurisdiction of such District Court. To the extent allowed by law, each party waives its right to a jury trial.

11. Term and Termination. The Term of this Agreement shall commence on May 1, 2023 ("Commencement Date") and continue for a period of one (1) year from the Commencement Date. The Agreement shall automatically renew for an additional one-year (1-year) period upon the anniversary of the Commencement Date. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. Upon termination, County agrees to return all issued Permits to City within ten (10) business days.

12. Notices. Any notice required, or permitted, under this Agreement, shall be in writing and shall be effective upon personal delivery, or three (3) days after mailing, if to the City:

City of Pueblo
Attn: Mayor
1 City Hall Place
Pueblo, Colorado, 81003

with a copy to:

City of Pueblo
Attn: Director of Public Works
211 E. D Street
Pueblo, Colorado, 81003

or if to County:

Pueblo County
Attn: 10th Judicial District Attorneys Office
Address: 701 Court Street
Pueblo, Colorado, 81003

or to such other address as either party may specify in writing given to the other party as herein provided.

13. City's Financial Obligations. Any provision of this Agreement which imposes upon City any financial obligation payable after the current fiscal year is expressly contingent upon funds for such financial obligation being budgeted, appropriated, and otherwise made available.

14. Governmental Immunity. Neither City nor County, by entering into this Agreement nor by any provision hereof, waive or intend to waive any rights, immunities, conditions, or protection under the Colorado Governmental Act, C.R.S. 24-10-101, et seq., or otherwise available or provided under any other law to either Party or their respective officers and employees.

15. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of County and City and, subject to the limitations of Paragraph 7 hereof, their respective successors.

(b) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado without regard to conflict of law principles.

(c) This Agreement expresses the entire understanding of the parties and supersedes any and all prior dealings and commitments with respect to the subject matter of this Agreement and may not be altered, changed, or amended except by an instrument in writing signed by County and City.

(d) 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.

(e) The article and section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

[The rest of this page has intentionally been left blank.]

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

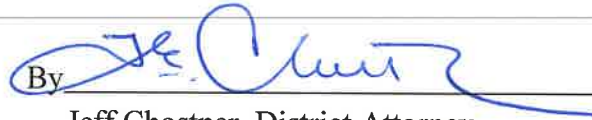
by _____.

Witness my hand and official seal. My commission expires: _____.

[S E A L]

Notary Public

PUEBLO COUNTY

By 
Jeff Chostner, District Attorney

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this 22nd day of March, 2023

by J. E. Chostner

Witness my hand and official seal. My commission expires: May 28, 2025

[SEAL]




Notary Public



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: April 24, 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 LYLE CLIFT 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 Lyle Clift and the City of Pueblo related to the donation of park benches 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 of Pueblo and the Pueblo Department of Public Health and Environment related to the establishment of the Pueblo History and Art Walk and the 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. Lyle Clift is among the artists who has been selected to participate in the creation of his artwork for this project.

FINANCIAL IMPLICATIONS:

Mr. Clift will donate his park benches to the City of Pueblo 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 construct the foundation for installing the artwork using funds previously budgeted and appropriated by Pueblo City Council. At the end of the maintenance period, 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 benches.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

This project was vetted within the local community and supported by the Bessemer, Bojon Town, 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. Clift.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Public Art Donation Agreement - Clift (230317)

ORDINANCE NO. 10443

AN ORDINANCE APPROVING A PUBLIC ART DONATION AGREEMENT BETWEEN LYLE CLIFT 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 Lyle Clift 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 April 10, 2023.

Final adoption of Ordinance by City Council on April 24, 2023.



President of City Council

Action by the Mayor:

☒ Approved on April 25, 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

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 Lyle Clift ("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 install park benches with artistic plaques ("Artwork") for public display and enjoyment;

WHEREAS, Artist 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, 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 April 26, 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 areas 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 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 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 his 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]

LYLE CLIFT

By: _____
Lyle Clift

Date: 3/17/23

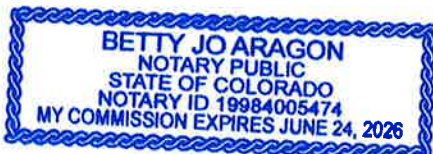
STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this 17th day of March, 2023, by Lyle Clift.

Witness my hand and official seal.

[S E A L]

My commission expires 6/24/24.



Betty Jo Aragon
Notary Public

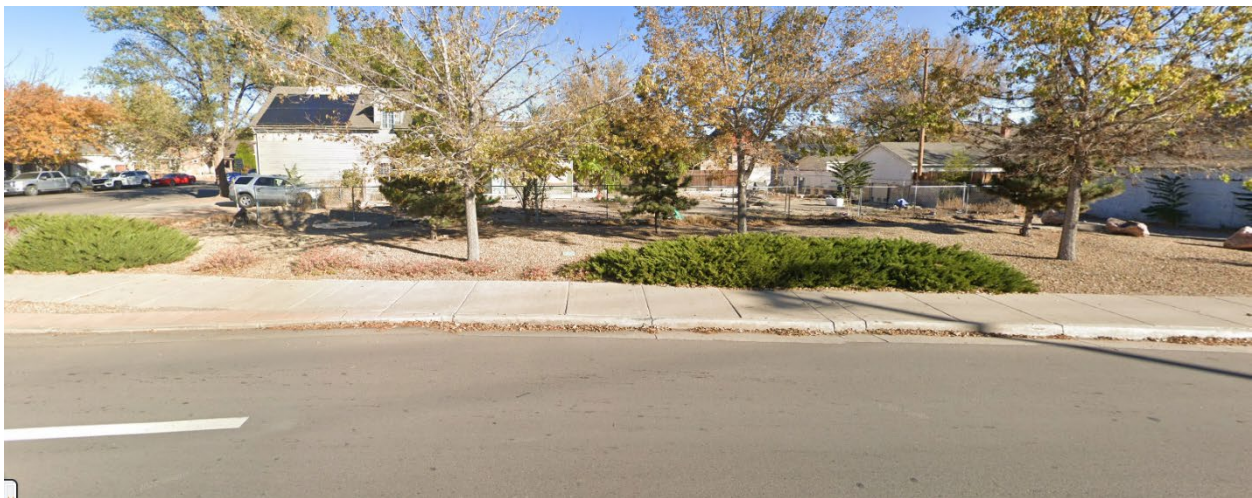
EXHIBIT A – ARTWORK PREMISES AND INSTALLATION DETAILS

Artist shall install a park bench with artistic plaque at the three locations specified below:

Location 1: Moynihan Park



Location 2: Park Facility at S. Santa Fe Ave. and Northern Ave.



Location 3: Intersection of Orman Ave. and Summit Ave.



The installed benches shall be of a style and configuration similar to the one shown in the photo below and shall also include the installation of an artistic plaque integrated into the seat of the bench. Benches shall be anchored to a concrete slab where installed using concrete anchors and hardware.





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 24, 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 AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, BY AND THROUGH THE COLORADO STATE FAIR AUTHORITY, RELATED TO THE USE OF STATE FACILITIES IN SUPPORT OF A CITY-WIDE CLEANUP EVENT AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

SUMMARY:

The Ordinance will approve an agreement with the Colorado State Fair Authority authorizing the City of Pueblo to use the State Fair facilities to host a City-Wide Cleanup event on Saturday, May 6, 2023. The Ordinance also authorizes the Mayor to execute the agreement on behalf of the City.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City of Pueblo plans to host its next City-Wide Cleanup event at the State Fairgrounds on Saturday, May 6, 2023. The Colorado State Fair Authority requires the City of Pueblo to enter into an agreement for the use of their facilities, a copy of which is attached hereto. This Ordinance will approve the agreement and authorize the Mayor to enter into the agreement on behalf of the City.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to approve this agreement will prevent the City of Pueblo from using the State Fairgrounds facilities for the cleanup event.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. State Fair Facility Use Permit and Rental Contract

ORDINANCE NO. 10444

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, BY AND THROUGH THE COLORADO STATE FAIR AUTHORITY, RELATED TO THE USE OF STATE FACILITIES IN SUPPORT OF A CITY-WIDE CLEANUP EVENT AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

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

SECTION 1.

The Agreement between the City of Pueblo, a Municipal Corporation and the State of Colorado, by and through the Colorado State Fair Authority, a copy of which is attached hereto, having been approved as to form by the City of Pueblo Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Agreement in the name of the City of Pueblo.

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 the City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on April 10, 2023.

Final adoption of Ordinance by City Council on April 24, 2023.



President of City Council

Action by the Mayor:

☒ Approved on April 25, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

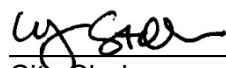
☐ Council did not act to override the Mayor's veto.

☐ 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

USE PERMIT & RENTAL CONTRACT

This agreement made and entered into this _____ day of _____, 2023 and between the Colorado State Authority, hereinafter known as the AUTHORITY, and

ORGANIZATION / EVENT NAME: CITY OF PUEBLO / PUEBLO TEAM UP TO CLEAN UP

CONTACT: ANDREW HAYES, DIRECTOR OF PUBLIC WORKS

ADDRESS: 211 E. D STREET

CITY: PUEBLO STATE: CO ZIP: 81003

PHONE: 719-553-2267 (office) / 719-252-4874 (cell) EMAIL: ahayes@pueblo.us

hereinafter known as the USER or CONTRACTOR

WHEREAS, the AUTHORITY agrees to rent the USER, where is, as is, CARNIVAL LOT (known hereinafter as the PREMISES) located on the Colorado State Fairgrounds for the purpose of **COMMUNITY CLEAN UP** (The "Event").

The AUTHORITY grants User the use and occupancy of the Premises for the following RENTAL PERIOD:

Date(s) of Event: SATURDAY, MAY 6, 2023

Time of Event: 8:00 AM TO 3:00 PM

Authorized MOVE IN period: 8:00 AM to 7:00 PM on FRIDAY, MAY 5, 2023

Move-Out Period: BY 5:00 PM MONDAY, MAY 8, 2023

Authorized Occupancy: USER shall have access to the Premises on dates and times listed above only. Authorized occupancy on event day(s) only shall be 07:00 AM to 11:59 PM. The Rental Period shall not be extended for any purpose without the written permission of the AUTHORITY's General Manager. User agrees to pay for any additional period of time in excess of the Rental Period.

Now, therefore, in consideration of rental price as follows:

RENTAL FEE: WAIVED - INCLUDES RENTAL PERIOD ABOVE.

DAMAGE DEPOSIT: WAIVED

ADDITIONAL MOVE-IN/MOVE-OUT FEES: WAIVED

SET-UP/CLEAN-UP FEE: WAIVED - CUSTOMER TO PERFORM SET UP & CLEAN UP.

ADJUSTABLE CHARGES: USER is responsible for setup of tables and chairs unless noted above. Additional tables and chairs may be rented from the AUTHORITY should building capacity allow. Additional equipment fees are \$6.00 per table and \$1.00 per chair. Setup/clean up fees of no less than \$350 per occurrence will be charged if AUTHORITY is required to perform setup and/or cleanup.

SECURITY: USER is required to use State AUTHORITY Security at a rate of up to \$27.00 per guard per hour and up to \$35.50 per uniformed police officer per hour. Number of security guards and/or uniformed police will be determined by security director and AUTHORITY Management.

FOOD & BEVERAGE: Alcoholic Beverages may be **served** during your event; however, the SALE of alcoholic beverages is prohibited. There is no restriction on food service or catering during your event; however, the SALE of food or beverage is prohibited without approval from the AUTHORITY. THE SALE OF ANY FOOD OR BEVERAGE IS STRICTLY PROHIBITED FOR ALL PRIVATE EVENTS.

This signed contract is due back to the AUTHORITY in ten (10) days with first payment to hold building. The USER will notify AUTHORITY fourteen (14) days in advance of event set-up.

The USER agrees to make payments and final settlement as follows: \$0.00 due with signed contract. Remaining rental fees, and all estimated Adjustable Charges: Security, additional table and chair rental fees, set-up/clean up, additional move in/out fees, and any other anticipated charges are due no less than fourteen (14) days prior to event. An additional \$0.75 and 2.25% service fee will be applied to the transaction amount for all credit card payments.

AUTHORITY will charge and USER agrees to pay one and one-half percent (1.5%) per month interest on any unpaid balance after settlement date

TERMS OF USE

The AUTHORITY and USER hereby agree, to wit (USER TO READ & INITIAL EACH TERM)

____1) PAYMENT: All base payments, estimated adjustable charges and refundable damage deposit payments are due fourteen days prior to above stated event. Percentage and additional adjustable charge payments, if applicable, are due and payable immediately following said event. An additional \$0.75 and 2.25% service fee will be applied to the transaction amount for all credit card payments.

____2) AGREEMENT TERMINATION: the AUTHORITY reserves the right to terminate this agreement at any time, with cause upon giving written notice thereof.

____3) DATE RESERVATIONS AND CANCELLATIONS: the AUTHORITY will not guarantee availability of buildings/facilities nor hold date for those who have not submitted a non-refundable down payment. This non-refundable down payment shall be applied to payment due for rental of buildings/facilities if the event is held. Should USER cancel scheduled event at any time, a payment of \$0.00 shall be forfeited as an office charge.

____4) CURFEW: ALL events are to be concluded and buildings/facilities cleared per the Authorized Rental/Occupancy period above. OUTDOOR events are subject to curfew times established at the option and discretion of the AUTHORITY prior to each individual event. Security will be required for all events concluding after 9:00PM.

____5) PARKING: USER understands and agrees that parking on the fairgrounds is shared with other USERS and no exclusive rights are granted. The AUTHORITY reserves the right to restrict or designate parking and/or traffic patterns on the fairgrounds for the safety of patrons. The AUTHORITY reserves the right to charge for parking at their discretion. The AUTHORITY shall retain all parking revenue.

____6) SECURITY: USER agrees to pay for adequate security officers as directed by the AUTHORITY Manager and Security Director at above stated event.

____7) ALCOHOLIC BEVERAGES: Any use of alcoholic beverages on the Colorado State Fairgrounds is subject to the AUTHORITY approval and notification to State of Colorado, Department of Revenue, and Liquor Enforcement. The SALE of alcoholic beverages is prohibited without a valid liquor license and Food/Beverage contract with the AUTHORITY.

____8) RESTROOM FACILITIES: Restroom facilities and supplies will be made available to USER by the AUTHORITY. USER, if required, will furnish restroom attendants.

____9) INSTALLATIONS/DECORATIONS: USER is hereby granted permission to install at USER'S expense such items as displays, exhibits, decorations, etc, but will not be permitted to move or change any permanent fixtures attached to and a part of the building/facility, or to nail or tack any materials to the walls or ceilings of said buildings/facilities. USER further agrees to refrain from marring or defacing said building/facilities in any form whatsoever, and return premises in same condition as when received, ordinary wear and tear accepted. USER also agrees not to put tape on floors (painters tape or electrical tape may be used but must be removed after event). USE OF GLITTER, CONFETTI AND FOG MACHINES IS STRICTLY PROHIBITED; use of these items will result in forfeiture of damage deposit and/or additional fees.

____10) REMOVAL OF EXHIBITS: USER agrees to pay the AUTHORITY (at current storage rate) for any material or merchandise left in buildings or on the premises after Authorized Rental/Occupancy period the AUTHORITY shall not be responsible for loss or damage to any merchandise or materials left on premises after event. USER also agrees to remove all signs, banners, and any other promotional material or advertisements immediately upon completion of the event. Should the AUTHORITY have to remove any of the above stated materials, the damage deposit will be retained as a clean-up/storage fee.

____11) CLEANING: USER agrees to remove USER'S exhibits, displays, decorations, and all garbage, debris, etc., no later than 11:59 p.m. on the final day of the Rental Period. USER further agrees to return premises in same condition as when received, ordinary wear and tear accepted. All garbage must be removed from building and deposited in appropriate collection containers. The AUTHORITY agrees to remove all refuse and recycling from outside collection containers. Should USER fail to remove garbage, displays or decorations and fail to leave the building in an acceptably clean state, the damage deposit will be retained by the AUTHORITY as a clean-up fee and additional charges may apply.

____12) ELECTRICAL POWER: Building/Facilities are rented where is, as is, with normal amount of electrical power, equipment, appliances, etc. Abnormal usage of power shall be paid by USER. No cutting into electrical lines is permitted. USER agrees to request any special electrical requirements for said event not later than two (2) weeks in advance of said event. The AUTHORITY will be sole judge of determining the availability and/or overload of electrical services and shall exercise the right to control the same.

____13) LIABILITY: To the extent permitted by law, the USER hereby agrees to indemnify, save, defend and hold harmless the Colorado State Fair Authority, its officers, agents, servants and employees from any and all claims, causes of action, and suits accruing or resulting from damage, injury or loss to any person or persons or personal property, including all persons to whom the USER may be liable under any workmen's compensation laws, and the USER himself, and from any loss, damage, cause of action, claims, or suits for damage, including but not limited to loss of property, goods, wares, merchandise, or livestock, caused by, arising out of, or in any way connected with the exercise USER'S privileges herein.

____14) INSURANCE/GIA: Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10- 101, et seq., C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the GIA, as applicable now or hereafter amended.

____15) LESSOR LIABILITY EXPOSURE. Notwithstanding any other provision of this lease to the contrary, no term or condition of this lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, §24-10-101 et seq., C.R.S., as now or hereafter amended. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of §24-10-101, et seq., C.R.S., as now or hereafter amended and §24-30-1501, et seq., C.R.S., as now or hereafter amended. Any provision of this lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Lessor to the above cited laws.

16) INDEPENDENT CONTRACTOR. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

____17) COMPLIANCE WITH LAW. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

____18) CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

____19) BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

USER/Contractor: <u>City of Pueblo, a Colorado municipal corporation</u> Legal Name of Contracting Entity _____ Signature of Authorized Officer* <u>Nicholas A. Gradisar, Mayor</u> Printed Name & Title of Authorized Officer _____ Date <u>84-6000615</u> Social Security Number or FEIN	State of Colorado: Colorado State Fair Authority 1001 Beulah Ave. Pueblo, CO 81004 719.561.8484 _____ Scott Stoller, General Manager _____ Date
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In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Lea Cassidy, Controller Delegate

Date: _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 24, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Robert Jagger, Deputy City Attorney
Alexandria Romero, Director of Finance

SUBJECT: AN ORDINANCE AMENDING SECTION 14-4-77 OF THE PUEBLO MUNICIPAL CODE RELATING TO ITEMS EXEMPT FROM USE TAX AND CLARIFYING THAT THE USE TAX EXEMPTION WITH RESPECT TO NONRESIDENTS AND PROPERTY PURCHASED PRIOR TO RESIDENCY APPLIES ONLY TO INDIVIDUALS AND PERSONAL USE OF SUCH PROPERTY

SUMMARY:

The proposed Ordinance clarifies that the nonresident use tax exemption applies only to an individual and only to such individual's personal use of the tangible personal property brought into the City.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

This exemption has remained unchanged since its original enactment in 1955. Consistent with such enactment at the time and subsequent caselaw including Rocky Mountain Prestress, Inc. v. Johnson, 574 P.2d 88, 89 (Colo. 1978), this exemption has been construed and applied only to an individual and only to such individual's personal use of the tangible personal property brought into the City. Recently, confusion has been expressed by taxpayers as to the scope of this exemption. The proposed Ordinance will clarify the exemption so that such confusion will not exist.

FINANCIAL IMPLICATIONS:

None. This Ordinance only provides clarifying language consistent with its past application.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could choose not to enact the Ordinance, in which case, the Ordinance will continue to be a potential source of confusion to taxpayers.

RECOMMENDATION:

Administration recommends passage and approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10445

AN ORDINANCE AMENDING SECTION 14-4-77 OF THE PUEBLO MUNICIPAL CODE RELATING TO ITEMS EXEMPT FROM USE TAX AND CLARIFYING THAT THE USE TAX EXEMPTION WITH RESPECT TO NONRESIDENTS AND PROPERTY PURCHASED PRIOR TO RESIDENCY APPLIES ONLY TO INDIVIDUALS AND PERSONAL USE OF SUCH PROPERTY

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

SECTION 1.

Section 14-4-77 of the Pueblo Municipal Code, is amended to read as follows:

Sec. 14-4-77. Items exempt from use tax.

This tax or excise of the storage, consumption and use of tangible personal property is hereby declared to be supplementary to the City tax on retail sales as provided in this Chapter and shall not apply:

- (1) To the storage, use or consumption of any tangible personal property the sale of which is subject to the City retail sales tax as provided herein.
- (2) To the storage, use or consumption of any tangible personal property purchased for resale in this City, either in its original form or compounded product, in the regular course of a business.
- (3) To the storage, use or consumption of motor fuel upon which there has accrued or has been paid the motor fuel tax prescribed by the Colorado Motor Fuel Tax Law of 1933, C.R.S. 138, Article 2.
- (4) To the storage, use or consumption of tangible personal property brought into this City by a nonresident thereof for his or her own storage, use or consumption while temporarily within this City, or to the personal property of a resident if such personal property was purchased prior to becoming a resident of this City. **The exemption provided herein shall apply only to an individual and only to such individual's personal use of the tangible personal property brought into the City.**
- (5) To the storage, use or consumption of tangible personal property of the United States government, or of the State or its institutions or political subdivisions in their governmental capacities only; or by charitable organizations as defined in Section 14-4-21 above in the conduct of their regular religious or charitable functions.
- (6) To the storage, use or consumption of tangible personal property by a person engaged in the business of manufacturing or compounding for sale, profit or use any article, substance or commodity, which tangible personal property enters into the processing of or becomes an ingredient or component part of the product or service which is manufactured, compounded or furnished and the container, label or the furnished shipping case thereof.
- (7) To the storage, use or consumption of electricity, coal, coke, fuel oil, steam, water or gas

for use in processing, manufacturing, mining, refining, irrigation, telegraph, telephone and radio communication, street and railroad transportation services, electric power generation and all industrial uses; except that electricity, gas, coal, fuel oil, steam, water or coke used for lighting or space heating in these operations shall not be exempt.

(8) To the storage and use of neat cattle, sheep, lambs, swine and goats within this City; or to the storage and use within this City of mares and stallions kept, held and used for breeding purposes only.

(9) To the storage, use or consumption of printers ink and newsprint.

(10) A credit shall be granted against the use tax imposed by Section 14-4-63 of this Chapter on any article of tangible personal property the sale of which has already been subjected to a retail sales tax. The amount of the credit shall be equal to: (a) if purchased within the State, the retail sales tax imposed, collected and remitted to a Colorado municipality, city or county, or (b) if purchased outside the State, the amount by which the retail sales tax imposed, collected and remitted to another state or political subdivision thereof, or both, exceeds the sales tax imposed by Section 39-26-106(1), C.R.S. The amount of the credit shall not exceed the use tax imposed by Section 14-4-63 of this Chapter. The credit will be denied if such retail sales tax was not legally due under the laws of such other taxing authority, or such laws are not compatible with those of the City as to specific taxation or exemption of the transaction in question. The credit shall not be granted for subsequent transactions within the City relating to such article of tangible personal property, including but not limited to rentals or leases thereof.

(11) To the storage or use of an automobile or other vehicle required to be registered under the Colorado Uniform Motor Vehicle Law by a purchaser who was not a resident of the City at the time of purchase and who purchased such vehicle outside of the City for use outside of the City and actually so used such vehicle for a substantial and primary purpose for which it was acquired, and who lawfully registered, titled and licensed such vehicle outside the City.

(12) To the storage, use or consumption of aircraft used or purchased for use in interstate commerce by a commercial airline.

a. Commercial airline means an airline carrying freight or passengers on regularly scheduled flights for a fee, but does not include a charter air carrier providing charter air transportation.

(13) To the storage, use or consumption of tangible personal property used in the initial construction and equipping of a new six-hundred-or-more-megawatt electric power generation facility constructed on or after January 1, 2005 ("electric power generation facility"). This exemption shall also apply for a period of ten (10) years after such an electric power generation facility becomes operational to tangible personal property stored, used or consumed in the maintenance, repair, refurbishing, remodeling, substitution, relocation or replacement of such an electric power generation facility, or any part thereof.

a. Operational means the date the electric power generation facility is deemed by its owner or any regulatory agency with appropriate jurisdiction to be placed into commercial operation pursuant to standards published by the Federal Energy Regulatory Commission and Financial Accounting Standards Board applicable to electric power generation facilities.

(14) To the storage, use or consumption of dyed diesel fuel, as that term is defined in Section 39-27-101(8), C.R.S., for use in the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, dwellings, structures, roads, highways or other changes or improvements to real property.

(15) To the storage, use or consumption of tangible personal property used in the initial construction and equipping of a new 200 or more megawatt electric power generation facility located within an enterprise zone and constructed on or after June 1, 2010 and prior to January 1, 2012 ("electric power generation facility").

(16) To the storage, use or consumption of tangible personal property by schools in the conduct of their educational functions and activities.

SECTION 2.

The officers of the City are authorized and directed to perform any and all acts consistent with the intent of this Ordinance to implement the policies and

SECTION 3.

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

-

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on April 10, 2023.

Final adoption of Ordinance by City Council on April 24, 2023.

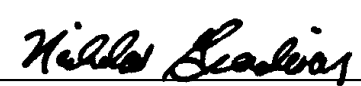


President of City Council

Action by the Mayor:

☒ Approved on April 25, 2023.

☐ Disapproved on _____ based on the following objections:



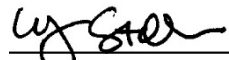
Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 24, 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
Marisa Pacheco, Director Human Resources

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2023 STAFFING ORDINANCE BY TEMPORARILY ADDING A POSITION WITHIN THE LAW DEPARTMENT FOR TRAINING PURPOSES

SUMMARY:

The City Attorney, with Mayor Gradisar's approval, requests to temporarily increase the staffing level of the Law Department by one (1) full time equivalent (FTE) for training purposes. The classification shall be Legal Assistant and the additional FTE shall be abolished upon the anticipated retirement of the current incumbent in the position effective December 1, 2023 upon her retirement.

PREVIOUS COUNCIL ACTION:

On December 27, 2022, Ordinance No. 10363 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2023.

BACKGROUND:

The Legal Assistant for the City has announced plans to retire at the end of November 2023 after a distinguished career with the City of over 30 years. There is no mechanism in ordinance to allow for temporary overfilling of a position in order to facilitate critical training and transition activities. Therefore, the department requests the addition of a Legal Assistant FTE on a temporary basis to accomplish the necessary training. It is anticipated that the position requested by this ordinance will be posted in the next several months and will then be filled in August to allow for several months of overlap prior to the current incumbent's departure.

It is further requested that the additional FTE be abolished upon separation of the current Legal Assistant via retirement.

FINANCIAL IMPLICATIONS:

Funding for the wages and benefits for the position will come from the General Fund. The cost for the four months of the additional position is approximately \$30,418 and can be absorbed by the Law Department's 2023 budget through salary and operational savings, pending City Council approval.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no-action alternative would be to retain the current staffing level, which would eliminate any opportunity to train a newly hired Legal Assistant, which would be undesirable.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10446

AN ORDINANCE AMENDING THE FISCAL YEAR 2023
STAFFING ORDINANCE BY TEMPORARILY ADDING A
POSITION WITHIN THE LAW DEPARTMENT FOR TRAINING
PURPOSES

WHEREAS, it is necessary to revise the positions for the ultimate efficiency and
functionality for the Law Department; NOW, THEREFORE,

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

SECTION 1.

The following section captioned "Law Department" "of Ordinance No. 10363, being the
2023 Staffing Ordinance, is amended as follows:

The following positions shall be authorized for FY 2023:

Law Department

City Attorney	1
Deputy City Attorney	1
Assistant City Attorney I	3
Assistant City Attorney II	1
Assistant City Attorney III	1
Legal Assistant	[1] 2
Legal Support Assistant	1
Total	[9] 10

SECTION 2.

Effective December 1, 2023, the position established pursuant to above Section 1
shall be abolished and the 2023 Staffing Ordinance shall be amended as follows:

Law Department

City Attorney	1
Deputy City Attorney	1
Assistant City Attorney I	3
Assistant City Attorney II	1
Assistant City Attorney III	1
Legal Assistant	[2] 1
Legal Support Assistant	1
Total	[10] 9

SECTION 3.

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

SECTION 4.

This Ordinance shall be deemed to amend the Fiscal Year 2023 Budget and staffing with respect to the number and allocation of positions within Law Department and shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on April 10, 2023.

Final adoption of Ordinance by City Council on April 24, 2023.



President of City Council

Action by the Mayor:

☒ Approved on April 25, 2023.

☐ Disapproved on _____ based on the following objections:



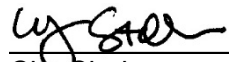
Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



City Clerk



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: April 24, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO COOPERATIVE CARE CENTER, A COLORADO NONPROFIT CORPORATION RELATING TO ITS MOBILE SHOWER PROGRAM AS AUTHORIZED BY SECTION 603 (C)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF FORTY THOUSAND DOLLARS (\$40,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

SUMMARY:

This Ordinance approves a Subrecipient Agreement between the City and the Pueblo Cooperative Care Center ("Center") to support the Center's Mobile Shower Program ("MSP"). Funds authorized by this Ordinance can be used to operate the Center's MSP and can also be applied to pay the acquisition costs of an additional vehicle and an ADA compliant, 3-Stall Shower Trailer. The equipment shall be used to provide shower facilities for homeless individuals at various locations throughout the community.

PREVIOUS COUNCIL ACTION:

On December 9, 2019, by Ordinance No. 9613, City Council approved an Agreement for Community Development Services in the amount of \$35,000 between the City and the Center for the Center to acquire a ¾ ton vehicle and an ADA compliant, 3-Stall Shower Trailer.

On September 13, 2021, by emergency Ordinance No. 10008, City Council approved a Subrecipient Agreement with the Center which awarded ARPA funds to the Center as follows:

Program	Amount
Power-Up Kidz Sacks program	\$ 36,690
Nutrition on wheels program	169,844
Computer, mobile telephone and security equipment to serve persons experiencing food insecurity	23,725
TOTAL	\$ 230,259

BACKGROUND:

There are limited facilities within the City of Pueblo where homeless individuals can shower and accomplish basic hygiene tasks, and the lack thereof can lead to increased instances of illness. The MSP allows homeless individuals increased access to hygiene. Having a mobile facility will allow for increased outreach, improved health outcomes, and deter congregation at a single fixed facility.

There exists a need to provide basic hygiene services to individuals experiencing homelessness in the community. The Pueblo Cooperative Care Center, a Colorado non-profit corporation, wishes to provide basic services to homeless individuals within our community, and has developed a program to provide mobile shower facilities to the homeless within the City.

FINANCIAL IMPLICATIONS:

The Center will receive \$40,000 in ARPA funds from Project No.CI2113.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support this ARPA Project.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. ARPA 15 - Coop Care- Sub Agreeet_FINAL_04.10.23

ORDINANCE NO. 10447

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO COOPERATIVE CARE CENTER, A COLORADO NONPROFIT CORPORATION RELATING TO ITS MOBILE SHOWER PROGRAM AS AUTHORIZED BY SECTION 603 (C)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF FORTY THOUSAND DOLLARS (\$40,000) 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 24, 2023, between the City of Pueblo, a Colorado municipal corporation and the Pueblo Cooperative Care Center, a Colorado nonprofit corporation (“Center”) a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

Funds in the amount of \$40,000 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, to the Center to support the Center’s Mobile Shower Program (“MSP”). Funds authorized by this Ordinance can be used to operate the Center’s MSP and also be applied to pay the acquisition costs of an additional vehicle and an ADA compliant, 3-Stall Shower Trailer. The equipment shall be used to provide shower facilities for homeless individuals at various locations throughout the community.

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 April 10, 2023.

Final adoption of Ordinance by City Council on April 24, 2023.



President of City Council

Action by the Mayor:

☒ Approved on April 25, 2023.

☐ Disapproved on _____ based on the following objections:



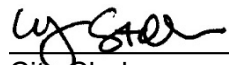
Mayor

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 24th 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 Cooperative Care Center ("Center") a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" or "Center." City and Subrecipient/Center are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

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

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

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

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

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

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

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

WHEREAS, the Center has requested funds to support the Center's Mobile Shower Program ("MSP"). Funds authorized by this Agreement can be used to operate the Center's MSP and can also be applied to pay the acquisition costs of an additional motor vehicle and/or an ADA compliant, 3-Stall Shower Trailer (hereinafter "Project"). The motor vehicle and/or trailer shall be used to provide shower facilities for homeless individuals at various locations throughout the community; 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 nonprofit organizations 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. There are limited facilities within the City of Pueblo where homeless individuals can shower and accomplish basic hygiene tasks, and the lack thereof can lead to increased instances of illness. The MSP allows homeless individuals increased access to hygiene. Having a mobile facility will allow for increased outreach, improved health outcomes, and deter congregation at a single fixed facility.
- d. There exists a need to provide basic hygiene services to individuals experiencing homelessness in the community. The Center wishes to provide basic services to homeless individuals within our community and has developed a program to provide mobile shower facilities to the homeless within 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 Section 4 as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit “C” and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- b. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- c. The aggregate of all payments made hereunder shall not exceed Forty Thousand Dollars (U.S. \$40,000.00). 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, 2024 unless sooner terminated as herein provided.
- b. The term of this Agreement shall be from the Effective Date set forth above to December 31, 2024 unless sooner terminated as herein provided.

6. TERMINATION OF AGREEMENT.

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

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

8. CONFLICT OF INTEREST. The Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal

regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

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

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

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

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

13. LIABILITY AND INSURANCE.

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

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

15. REVERSION OF ASSETS.

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

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

17. ENTIRE AGREEMENT; AMENDMENTS. The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall

be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City.

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF PUEBLO, A COLORADO
MUNICIPAL CORPORATION

City Clerk

By _____
Nicholas A Gradisar, Mayor

[S E A L]

PUEBLO COOPERATIVE CARE CENTER
A COLORADO NONPROFIT CORPORATION

By: _____

Name: _____

Title: _____

EXHIBIT A SCOPE OF SERVICES

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

A. Performance Monitoring:

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

SUBRECIPIENT'S SCOPE OF SERVICES

B. Principal Tasks

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

The Center has requested funds to support the Center's Mobile Shower Program ("MSP"). Funds authorized by this Agreement can be used to operate the Center's MSP and can also be applied to pay the acquisition costs of an additional motor vehicle and/or an ADA compliant, 3-Stall Shower Trailer. The motor vehicle and/or trailer shall be used to provide shower facilities for homeless individuals at various locations throughout the City of Pueblo.

C. Budget \$40,000.00

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 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.