



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

**TUESDAY, OCTOBER 10, 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 Josh Richardson, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "Pueblo Latino Veterans Profiles in Courage Day: October 14, 2023" - Gloria Gutiérrez, Pueblo Latino Veterans Profiles in Courage Committee

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 September 25, 2023, as distributed.

J1 City Council Minutes 092523

K. COMMUNICATIONS

K1 Minutes of the Planning and Zoning Commission Regular Meeting for 8/9/2023

K2 Submission of the Mayor's Recommended Budget for the Fiscal Year 2024

L. CONSENT AGENDA

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

explanatory.

M. RESOLUTIONS

- M1 A Resolution authorizing the transfer of \$750,000 to Project ED0801, Lease Proceeds Escrow/Rms, previously established in the 1992 - 2026 Sales And Use Tax Capital Improvements Projects Fund
- M2 A Resolution awarding a construction contract in the amount of \$296,381.97 to Rebuild-It, A Sentry Equipment Company., for Project No. 23-102 (WW2002) & (WWAN04) FY2023 Gravity Thickener Rehabilitation Project at the James R. Dilorio Water Reclamation Facility, setting forth \$29,638.20 for contingencies and authorizing the purchasing agent to execute same.
- M3 A Resolution awarding an agreement for professional engineering services in the amount of \$415,230 to Brown and Caldwell, Inc., for Project No. 23A-038 Design West Side Interceptor Upsize, and authorizing the Purchasing Agent to execute same
- M4 A Resolution awarding an agreement for professional engineering services in the amount of \$295,035 to Brown and Caldwell, Inc., for Project No. 23A-039 Design of Sanitary Sewer Extension at Northern Avenue, and authorizing the Purchasing Agent to execute same
- M5 A Resolution awarding a construction contract in the amount of \$264,435.90 to Tony J Beltramo & Sons, Inc. and setting forth \$26,443.59 for contingencies and additional work for project No. 23-115 Illinois Avenue storm sewer improvements and authorizing the purchasing agent to execute same
- M6 A Resolution ratifying the award of a construction contract in the amount of \$82,551 to K.R. Swerdfeger Construction, Inc., for an emergency storm sewer point repair at Drew Dix Park and authorizing the purchasing agent to execute same
- M7 A Resolution awarding a construction contract in the amount of \$64,638.45 to A5 Construction for Project No. 23-124, Concrete Improvements - 1100th Block of Acero Avenue (CDBG), setting forth \$20,000 for contingencies, and authorizing the Purchasing Agent to execute same
- M8 A Resolution awarding a construction contract in the amount of \$55,268.30 to A5 Construction for Project No. 23-123, Concrete Improvements - 200th Block of Van Buren Street (CDBG), setting forth \$20,000 for contingencies, and authorizing the Purchasing Agent to execute same
- M9 A Resolution awarding a Construction Contract in the amount of \$34,807.80 to Potter Commercial Walls and Ceilings, Inc., for Project No. 23-129, Pueblo Memorial Airport Terminal Hangar Partition Repair, setting forth \$15,192.20 for contingencies, and authorizing the Purchasing Agent to execute same
- M10 A Resolution ratifying an emergency construction contract in the amount of \$33,449.94 to Tony J Beltramo & Sons, Inc., for Project No. 23-132, Asphalt Improvements - West 20th Street, and approving the Purchasing Agent's execution of same
- M11 A Resolution confirming the appointment by the Mayor of Patrick Hurley and Oren Olson to complete a three-year term expiring December 30, 2025 on the Community Commission on Housing and Homelessness
- M12 A Resolution authorizing the issuance of a Revocable Permit (REV-23-35) to Pueblo County, a political subdivision of the State of Colorado, for the use of West 11th Street from Santa Fe Avenue to Grand Avenue; West 10th Street from Santa Fe Avenue to

Grand Avenue; West 9th Street from Santa Fe Avenue to Main Street; Main Street from West 9th Street to West 12th Street; and Court Street from West 12th Street to West 8th Street for the purpose of facilitating the Courthouse Lighting Ceremony

M13 A Resolution authorizing the issuance of a Revocable Permit (REV-23-40) to the Pueblo Diversified Industries for the use of Alan Hamel Drive from Santa Fe Avenue to Main Street for the purpose of facilitating their 5K Walk/Run event

M14 A Resolution authorizing the issuance of a Revocable Permit (REV-23-44) to the HARP Authority for the use of Victoria Street from the HARP Parking Lot at 101 South Victoria Avenue to Greenwood for the purpose of facilitating a "Fright Night" event

M15 A Resolution authorizing payment of funds in the amount of twenty-five thousand dollars (\$25,000) to the Parks and Recreation Department of the City of Pueblo, a Colorado Municipal Corporation, for the Mitchell Park Mural Project, to be paid from Project No. CI-2113 - American Rescue Plan Act, as authorized by Section 603 (a) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance authorizing a site lease and lease purchase agreement between the City, and BOKF, N.A. (solely in its capacity as trustee) for the purpose of financing the construction, improvement and equipping of three fire stations; approving not to exceed \$37,000,000 principal amount of Certificates of Participation, Series 2023 in connection therewith; authorizing officials of the City to take all action necessary to carry out the transactions contemplated hereby; and related matters

N2 An Ordinance Transferring funds in the amount of \$9,942.85 from Pueblo Transit ARPA Award No. CO-2023-019-00, into Project Number PT2201 Shop Truck Replacement Project to purchase a new Maintenance Vehicle

N3 An Ordinance approving a license for communication line, television cable, and/or fiber optic line across or along railway property between the City of Pueblo and BNSF Railway Company, a Delaware Corporation, and authorizing the Mayor to execute same

N4 An Ordinance approving an amendment to the Collective Bargaining Agreement between The City of Pueblo and The Pueblo Association of Government Employees relating to salary classification and pay range adjustments and increases for eight specified and enumerated classifications

N5 An Ordinance approving and authorizing the Mayor to execute a Hardware Rental, Software License and Services Agreement between the City of Pueblo, a Colorado Municipal Corporation and Dominion Voting Systems, Inc., as required for any potential Mayoral Runoff Election

N6 An Ordinance electing to certify Abatement Assessment Roll No. 2023-1 to the County Treasurer and to have the County Treasurer collect in the same manner as other taxes

N7 An Ordinance approving amendment of two Solar Production Agreements between the City of Pueblo and CEC Solar #1117, LLC. and CEC Solar #1118, LLC relating to and updating the power purchase agreement rate schedules for each agreement, and authorizing execution thereof by the Mayor

N8 An Ordinance approving an Agreement for the Purchase and Sale of Real Property known as lots 8 & 9 blk 70 Mattice & Gibson ad, and lot 19 blk 71 Mattice & Gibson ad between the City of Pueblo, a Colorado Municipal Corporation and Mr. Fred F. Jones and Mrs. Melva Jean Jones and authorizing the Mayor to execute the same

N9 An Ordinance approving and accepting a U. S. Department of Justice 2023 Edward Byrne

Memorial Justice Assistance (2023 Jag) Grant, Award No. 15PBJA-23-GG-03201-JAGX, and applicable conditions pertaining thereto, establishing Project Number PS2314, budgeting and appropriating funds not to exceed \$111,507, authorizing the Mayor to execute same and related certifications, assurances and other documents, approving and ratifying the July 17, 2023 Memorandum Of Understanding concerning receipt and disbursement of funds, and authorizing the Mayor to execute same and ratifying his signature thereto

N10 An Ordinance approving an amendment to the rental agreement for the use of an office space and the Fire Fighting Reload Base at the Pueblo Memorial Airport between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado Department of Public Safety, Division of Fire Prevention and Control, and authorizing the Mayor to execute the same.

N11 An Ordinance accepting a Bargain and Sale Deed from Pueblo Historical Aircraft Society, a Colorado nonprofit, for a hangar located at 508 Skyway Street at the Pueblo Memorial Airport, and authorizing the Mayor to execute same.

N12 An Ordinance amending zoning restrictions to rezone approximately 70.89-acres located in the western portion of the Ventana Master Plan, 2002, and within the proposed Ventana Estates Overall Development Plan from A-4, Agricultural Four Zone District to R-2, Single Family Residential Zone District

O. APPROVAL OF CONSENT AGENDA

I move to receive and file the minutes of the Planning and Zoning Commission, approve all the Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda; Setting the Public Hearings for October 23, 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 Downtown Association in the amount of \$1,250 to sponsor the Parade of Lights on Saturday, November 25, 2023 in Downtown Pueblo

Q2 A Resolution authorizing payment from the Council Contingencies account in the 2023 general fund budget to Pueblo Area Agency on Aging in the amount of \$2,000 to sponsor the Senior of the Year event

Q3 A Resolution authorizing payment from the Council Contingencies Account in the 2023 General Fund Budget to Latino Chamber Development Corp in the amount of \$1,000 to support the 16th Annual Lifetime Achievement Award Ceremony

R. ORDINANCES – FINAL PRESENTATION

R1 An Ordinance accepting a small dollar grant from the Colorado Energy Office in the amount of \$40,000 and establishing a finance account Project CI2325 Electric Vehicle Readiness Plan, transferring \$10,000 from the unappropriated fund balance of the General Fund into account Project CI2325, budgeting and appropriating \$50,000 into said project account, and authorizing the Mayor to execute the purchase order agreement on behalf of the City of Pueblo - *Introduced September 25, 2023 by Councilor Vicente Martinez Ortega*

R2 An Ordinance approving and accepting a Colorado Department of Law Peace Officer Standards and Training (POST) grant, July 1, 2023 through March 31, 2024, establishing project number PS2310, transferring funds not to exceed the amount of \$5,347.20;

transferring \$4,947.20 from projects-to-be-determined in the Public Safety Grants Fund, and transferring \$400.00 from the Police Department's Grant Match Budget in the Public Safety Fund - *Introduced September 25, 2023 by Councilor Vicente Martinez Ortega*

- R3 An Ordinance approving a Memorandum of Understanding between the City of Pueblo and Health Solutions of Pueblo, a non-profit organization, relating to the delivery of services via the Solutions Outreach Services Team (S.O.S. Team), and authorizing the Mayor's signature thereto - *Introduced September 25, 2023 by Councilor Vicente Martinez Ortega*
- R4 An Ordinance approving a Memorandum of Understanding between the National Insurance Crime Bureau (NICB) and the City of Pueblo relating to authorized access to NICB resources to assist in the investigation of theft and fraud-related crimes, and authorizing the Mayor to execute same - *Introduced September 25, 2023 by Councilor Vicente Martinez Ortega*
- R5 An Ordinance approving and adopting a substantial amendment to the City of Pueblo's FY2020 Action Plan to add an additional project to the FY2020 Annual Action Plan to acquire and rehabilitate 710 W. 4th Street, Pueblo, CO to provide a warming shelter utilizing case management and navigation services for the homeless and authorizing the Mayor to execute and submit the substantial amendment together with all required and necessary certifications, assurances, and documentation to the U.S. Department of Housing and Urban Development - *Introduced September 25, 2023 by Councilor Vicente Martinez Ortega*
- R6 An Ordinance approving and authorizing the Mayor to execute an Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation and the County of Pueblo, a political subdivision of the State of Colorado, relating to the 2024 Special Election – Mayoral Runoff - *Introduced September 25, 2023 by Councilor Vicente Martinez Ortega*
- R7 An Ordinance fixing the monthly salaries of the members and President of the City Council at \$2,100 and \$2,700 respectively - *Introduced September 25, 2023 by Councilor Vicente Martinez Ortega*
- R8 An Ordinance approving a subrecipient agreement authorizing payment in an amount of up to \$900,000 from project CI2113 - American Rescue Plan Act to Neighborworks Southern Colorado, Inc. to construct necessary infrastructure improvements for affordable housing units as authorized by section 603(c)(1)(A) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 C.F.R. § 35.6 (b) (3) (ii) (A) (5) and authorizing the mayor to execute same - *Introduced September 25, 2023 by Councilor Vicente Martinez Ortega*
- R9 An Ordinance approving a subrecipient agreement authorizing payment in an amount of up to \$400,000 of Community Development Block Grant – COVID-19 funds to the Pueblo Rescue Mission through a subrecipient agreement to purchase real property located at 710 West 4th Street, Pueblo, CO and make certain improvements to the property to provide a warming shelter for the Pueblo community during weather emergencies declared by the City and authorizing the Mayor to execute the same - *Introduced September 25, 2023 by Councilor Vicente Martinez Ortega*

S. COUNCIL MEMBER CONFLICT OF INTEREST

Councilor Vicente Martinez Ortega may ask to be excused from the meeting due to a conflict of interest with agenda items number T-1 and T-2.

T. COMMUNICATIONS

T1 A Citizen Filed an Ethics Complaint against Councilor Vicente Martinez Ortega

Required Action: Accept Communication

T2 A Citizen Filed an Ethics Complaint against Councilor Vicente Martinez Ortega

U. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, SEPTEMBER 25, 2023 - 7:00 PM
MINUTES**

A. CALL TO ORDER

President Graham called the meeting to order at 7:04 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: None.

Council Members Absent: Vicente Martinez Ortega.

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

E. SPECIAL RECOGNITIONS

**E1 PROCLAMATION PRESENTATION: "CAPTAIN ERIC BRAVO DAY:
SEPTEMBER 25, 2023" - MARLENE BRAVO, WIFE AND AARON BRAVO,
BROTHER**

F. PUBLIC FORUM

- Noelle Bellows - Crime Center
- Elvis Martinez - N7, Elections, Homeless & more
- Ted Freeman - PEDCO PDF
- Steve Villegas
- Augustine Garcia - Homelessness/Rescue Mission
- Dave DeCenzo - Cancellation, 2035

President Graham noted for the record that Councilor Martinez Ortega had joined the meeting and was now present and voting.

G. COUNCIL MEMBER AND MAYOR COMMENTARY

The Mayor submitted several updates: South Praire Ave repair work is beginning - expect lane closures, avoid the area if possible during construction. Updates will be available on City social media. This project will be completed by the end of the year.

There will be a City-wide cleanup on Saturday, Oct 14th at the State Fairgrounds and CSU-P Thunderbowl. City residents may bring one carload to dump with some limitations.

The City has received a variance to demolish the Albany from the Department of Public Health and Environment. Work is expected begin in early 2024.

Item R2 - study for creative community from Mayor's contingency fund. Goal is to make our creative community more robust, inventory assets and make suggestions on how to set up an arts and culture district/council to coordinate the creatives in our community.

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

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Martinez, seconded by Councilor Flores, moved to move item M1 to the regular agenda and approve the agenda as amended.

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

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES SEPTEMBER 11, 2023

Councilor Martinez Ortega, seconded by Councilor Flores, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **September 11, 2023** as distributed.

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

K. PUBLIC HEARINGS

K1 PUBLIC HEARING FOR THE PURPOSE OF RECEIVING PUBLIC TESTIMONY AS IT PERTAINS TO the proposed annexation of the area commonly known as the Dorcy Community Housing Annexation described as 10.74-acres generally located south of Red Creek Springs Road and north of the Kingsroyal Boulevard terminus **REQUIRED COUNCIL ACTION: OPEN THE HEARING, RECEIVE PUBLIC TESTIMONY, AND CLOSE THE HEARING. REFERENCE ITEM S2**

Scott Hobson, Acting Director of Planning & Community Development, 211 E D Street, was sworn in and stated he is familiar with the petition that was filed for annexation of the area commonly known as the Dorcy Community Housing Annexation. Mr. Hobson answered several questions from City Attorney George Hypolite regarding the statutory requirements for the annexation petition and whether or not the area being proposed for annexation meets the applicable requirements of the Colorado Revised Statutes 31-12-

107 and complies with Section 31-12-104 of the Colorado Municipal Annexation Act of 1965, as amended.

Mr. Hobson reviewed a copy of the annexation plat map and marked the map as Exhibit A and requested that the plat map be entered into the record as part of the proceedings for this hearing. So ordered by President Graham.

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

L. CONSENT AGENDA

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

M. RESOLUTIONS

M2 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$27,220.80 TO IMPACT INDUSTRIAL SERVICES, LLC., A COLORADO LIMITED LIABILITY COMPANY FOR PROJECT NO. 23-109, ABATE AND DEMOLISH - 718 WEST 4TH STREET (CDBG), SETTING FORTH \$4,083.20 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15372.

M3 A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF \$10,000 FROM THE "2023" PUBLIC WORKS OPERATING BUDGET FOR CONTRACT SERVICES, APPROVING AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$7,700 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND NORTHSTAR ENGINEERING AND SURVEYING, INC., FOR PROJECT NO. 22A-039 ENGINEERING AND SURVEYING SERVICES FOR PLATTING OF FIRE STATION NO. 8 PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME.

This Resolution was assigned as 15373.

M4 A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO REFUND SANITARY SEWER FEES OF \$788.89 TO TIMOTHY MCDOWELL

This Resolution was assigned as 15374.

M5 A RESOLUTION APPOINTING THE CITY CLERK AS THE DESIGNATED ELECTION OFFICIAL FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 7, 2023 AND DIRECTING THE CITY CLERK TO CERTIFY THE CONTENT OF THE BALLOT FOR SAID ELECTION

This Resolution was assigned as 15375.

M6 A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOWN AS THE DORCY COMMUNITY HOUSING ANNEXATION DESCRIBED AS 10.74-ACRES GENERALLY LOCATED SOUTH OF RED CREEK SPRINGS ROAD AND NORTH OF THE KINGSROYAL BOULEVARD TERMINUS

This Resolution was assigned as 15376.

M7 A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ERIC SARRACINO, FOR SERVICES WITH RESPECT TO PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT FOR THE MITCHELL PARK MURAL PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

This Resolution was assigned as 15377.

M8 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-30) TO GRASSROOTS GRAVEL FOR THE USE OF THE NORTHEAST-BOUND LANES OF UNION AVENUE FROM CORONA AVENUE TO "B" STREET AND "B" STREET BETWEEN UNION AVENUE AND THE MAIN STREET OVERPASS TO HOST A CYCLING EVENT

This Resolution was assigned as 15378.

M9 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-36) TO THE WALTER BREWING COMPANY WALTER'S BEER, LLC., FOR THE USE OF THE INTERSECTION AT "D" STREET AND ONEIDA STREET TO THE NORTHERN PROPERTY EDGE OF THE WALTER BREWING COMPANY PROPERTY LINE TO HOST THEIR 2ND ANNUAL OKTOBERFEST EVENT STARTING ON OCTOBER 06, 2023 THROUGH OCTOBER 08, 2023

This Resolution was assigned as 15379.

M10 A RESOLUTION RATIFYING THE APPOINTMENT OF JEFFREY DEHERRERA TO THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES

This Resolution was assigned as 15380.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE ACCEPTING A SMALL DOLLAR GRANT FROM THE COLORADO ENERGY OFFICE IN THE AMOUNT OF \$40,000.00, ESTABLISHING FINANCE ACCOUNT PROJECT NO. CI2325 ELECTRIC VEHICLE READINESS PLAN, TRANSFERRING \$10,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND INTO ACCOUNT PROJECT CI2325, BUDGETING AND APPROPRIATING \$50,000.00 INTO SAID PROJECT ACCOUNT, AND AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE ORDER AGREEMENT ON BEHALF OF THE CITY

N2 AN ORDINANCE APPROVING AND ACCEPTING A COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST) GRANT, JULY 1, 2023 THROUGH MARCH 31, 2024, ESTABLISHING PROJECT NUMBER PS2310, TRANSFERRING FUNDS NOT TO EXCEED THE AMOUNT OF \$5,347.20; TRANSFERRING \$4,947.20 FROM PROJECTS-TO-BE-DETERMINED IN THE PUBLIC SAFETY GRANTS FUND, AND TRANSFERRING \$400.00 FROM THE POLICE DEPARTMENT'S GRANT MATCH BUDGET IN THE PUBLIC SAFETY FUND

N3 AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF PUEBLO AND HEALTH SOLUTIONS OF PUEBLO, A NON-PROFIT ORGANIZATION, RELATING TO THE DELIVERY OF SERVICES VIA THE SOLUTIONS OUTREACH SERVICES TEAM (S.O.S. TEAM), AND AUTHORIZING THE MAYOR'S SIGNATURE THERETO

- N4 AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL INSURANCE CRIME BUREAU (NICB) AND THE CITY OF PUEBLO RELATING TO AUTHORIZED ACCESS TO NICB RESOURCES TO ASSIST IN THE INVESTIGATION OF THEFT AND FRAUD-RELATED CRIMES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**
- N5 AN ORDINANCE APPROVING AND ADOPTING A SUBSTANTIAL AMENDMENT TO THE CITY OF PUEBLO'S FY2020 ACTION PLAN TO ADD AN ADDITIONAL PROJECT TO THE FY2020 ANNUAL ACTION PLAN TO ACQUIRE AND REHABILITATE 710 W. 4TH STREET, PUEBLO, CO TO PROVIDE A WARMING SHELTER UTILIZING CASE MANAGEMENT AND NAVIGATION SERVICES FOR THE HOMELESS AND AUTHORIZING THE MAYOR TO EXECUTE AND SUBMIT THE SUBSTANTIAL AMENDMENT TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**
- N6 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2024 SPECIAL ELECTION – MAYORAL RUNOFF**
- N7 AN ORDINANCE FIXING THE MONTHLY SALARIES OF THE MEMBERS AND PRESIDENT OF THE CITY COUNCIL AT \$2,100 AND \$2,700 RESPECTIVELY**
- N8 AN ORDINANCE APPROVING A SUBRECIPIENT AGREEMENT AUTHORIZING PAYMENT IN AN AMOUNT OF UP TO \$900,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT TO NEIGHBORWORKS SOUTHERN COLORADO, INC. TO CONSTRUCT NECESSARY INFRASTRUCTURE IMPROVEMENTS FOR AFFORDABLE HOUSING UNITS AS AUTHORIZED BY SECTION 603(C)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 C.F.R. § 35.6 (B) (3) (II) (A) (5) AND AUTHORIZING THE MAYOR TO EXECUTE SAME**
- N9 AN ORDINANCE APPROVING A SUBRECIPIENT AGREEMENT AUTHORIZING PAYMENT IN AN AMOUNT OF UP TO \$400,000 OF COMMUNITY DEVELOPMENT BLOCK GRANT – COVID-19 FUNDS TO THE PUEBLO RESCUE MISSION THROUGH A SUBRECIPIENT AGREEMENT TO**

PURCHASE REAL PROPERTY LOCATED AT 710 WEST 4TH STREET, PUEBLO, CO AND MAKE CERTAIN IMPROVEMENTS TO THE PROPERTY TO PROVIDE A WARMING SHELTER FOR THE PUEBLO COMMUNITY DURING WEATHER EMERGENCIES DECLARED BY THE CITY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

O. APPROVAL OF CONSENT AGENDA

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for October 10, 2023, and Order the Ordinances to be published BY TITLE.

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

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A RESOLUTION ADOPTING A FEE SCHEDULE FOR LIQUOR AND BEER LICENSE APPLICATIONS AND PERMITS AND REPEALING RESOLUTION 13529

A staff report and detailed review of the Resolution was given by City Clerk Marisa Stoller.

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

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

This Resolution was assigned as 15381.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO SPARK THE CHANGE COLORADO IN THE AMOUNT OF \$2,000 TO SPONSOR A SUICIDE MEMORY WALK ON SEPTEMBER 30, 2023 AT LAKE MINNEQUA VETERAN'S MEMORIAL PARK

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

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

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

This Resolution was assigned as 15382.

M1 A RESOLUTION AUTHORIZING PAYMENT IN AN AMOUNT OF UP TO

\$1,500,000.00 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT TO ESTABLISH A REAL TIME CRIME CENTER AS AUTHORIZED BY SECTION 603(C)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6(B)(3)(I)(D)

This item was removed from the Consent Agenda.

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

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

Councilor Atencio, seconded by Councilor Flores, moved to postpone the Resolution until the Regular meeting on October 23rd. Councilor Atencio withdrew his motion and the original motion to approve was voted on.

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

This Resolution was assigned as 15383.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, BY AND THROUGH THE STATE FAIR AUTHORITY, RELATED TO THE RENTAL OF STATE FACILITIES TO HOST THE CITY'S 2023 ANNUAL EMPLOYEE HEALTH FAIR

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10552.

R2 AN ORDINANCE APPROVING AN AGREEMENT FOR RESEARCH AND ARTS STUDY SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ROXANNE PIGNANELLI AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

- Roxanne Pignanelli appeared in person to speak in favor of this ordinance
- Kennedy Pew appeared in person to speak in favor of this ordinance
- Christina McCan appeared in person to speak against this ordinance
- Diana LaMorris appeared in person to speak against this ordinance
- Andy Sanchez appeared in person to speak against this ordinance
- Abel Sanchez appeared in person to speak against this ordinance

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

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

Councilor Flores, seconded by Councilor Martinez Ortega, moved to amend the motion to postpone the final reading of the ordinance to the Regular October 23rd meeting.

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

This Ordinance was postponed to the October 23, 2023 meeting.

R3 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND REVEREND PAUL ELDER AND THE CHRISTIAN GROWTH CENTER, INC., RELATED TO SETTLEMENT OF UNITED STATES DISTRICT COURT OF COLORADO ACTION NO. 22-CV-00460-CNS-MDB

A staff report and detailed review of the Ordinance was given by City Attorney George Hypolite.

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

This Ordinance was assigned as 10553.

R4 AN ORDINANCE APPROVING AMENDMENT NO. 1 TO THE SUBDIVISION IMPROVEMENTS AGREEMENT FOR THE PUEBLO SPRINGS APARTMENTS SUBDIVISION ENTERED INTO BETWEEN THE CITY OF PUEBLO AND PUEBLO SPRINGS APARTMENTS, LLC, AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10554**.

S. QUASI-JUDICIAL PROCEEDINGS

S1 AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE DORCY COMMUNITY HOUSING ANNEXATION TO THE CITY OF PUEBLO, DESCRIBED AS 10.74-ACRES OF LAND GENERALLY LOCATED SOUTH OF RED CREEK SPRINGS ROAD AND NORTH OF THE KINGSROYAL BOULEVARD TERMINUS

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #A22-06 dated December 14, 2022, be made part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

Mr. David Lidal appeared for Posada to speak on behalf of the applicant.

- Susan Witamore, 25 Ibis Lane, appeared in person to speak against this ordinance.

Mr. David Lidal provided a rebuttal on behalf of the applicant.

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

This Ordinance was assigned as **10555**.

S2 AN ORDINANCE AMENDING ZONING RESTRICTIONS FROM PUEBLO COUNTY A-4 TO CITY OF PUEBLO R-3-, ONE- AND TWO-FAMILY RESIDENTIAL ZONE DISTRICT FOR APPROXIMATELY 10.74-ACRES GENERALLY LOCATED SOUTH OF RED CREEK SPRINGS ROAD, NORTH OF REGENCY PARK, 10TH FILING AND WEST OF THE MEADOWS, FILING 4 SUBDIVISION

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #Z23-04 dated July 12, 2023, be made part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

The applicant and Michael Cuppy of Northstar Engineering, 111 E 5th Street, discussed the project.

- Elvis Martinez of 1919 W 12th St Apt 143 appeared in person to speak in favor of this ordinance
- Frank Cirrulo of 5112 Applecrest appeared in person to speak against this ordinance

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

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

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

This Ordinance was assigned as **10556**.

S3 AN ORDINANCE VACATING A 0.167-ACRE DRAINAGE EASEMENT WITHIN LOT 1 AND LOT 2 OF THE GREDIG SUBDIVISION

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #V23-05 dated August 9, 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 Winner, Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10557**.

S4 AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS, FILING NO. 7 SUBDIVISION

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #S23-02 dated August 9, 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 Martinez, moved to approve the

Ordinance on final presentation.

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

This Ordinance was assigned as **10558.**

S5 AN ORDINANCE VACATING A TEN-FOOT BY ONE HUNDRED AND TWENTY-THREE-FOOT STRIP OF SUMMIT AVENUE RIGHT-OF-WAY

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #V23-02 dated May 10, 2023, be made part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

The applicants came forward to speak and were sworn in as Keith and August Willheight of 2132 Vinewood Ave.

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

This Ordinance was assigned as **10559.**

S6 AN ORDINANCE AMENDING ZONING RESTRICTIONS FROM R-4, MIXED RESIDENTIAL ZONE DISTRICT TO RCN, RESIDENTIAL CHARTER NEIGHBORHOOD ZONE DISTRICT FOR 945 EAST ROUTT AVENUE

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #Z23-08 dated August 9, 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 Winner, Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10560.**

S7 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE APPROXIMATELY 3,000 SQUARE FEET OF LAND AT 718 WEST 4TH STREET FROM B-4, REGIONAL BUSINESS ZONE DISTRICT TO S-1, GOVERNMENT

USE ZONE DISTRICT

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #Z23-08 dated August 9, 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 Martinez, moved to approve the Ordinance on final presentation.

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

This Ordinance was assigned as **10561.**

S8 AN ORDINANCE AMENDING ZONING RESTRICTIONS FROM I-2, INDUSTRIAL ZONE DISTRICT AND I-3 HEAVY INDUSTRIAL ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT FOR APPROXIMATELY 2.9-ACRES GENERALLY LOCATED WEST OF SANTA FE DRIVE, NORTH AND EAST OF RICHMOND AVENUE, AND SOUTH OF MECHANIC STREET

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #Z23-05 dated July 12, 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 Winner, Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10562.**

T. ADJOURN

President Graham adjourned the meeting at 10:47 p.m.

Respectfully submitted,

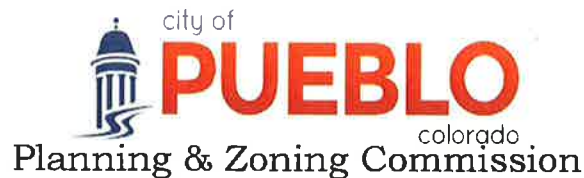


Marisa Stoller
City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, August 9, 2023, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Lisa Bailey, Sarah Martinez (Martinez arrived at 3:37 p.m.)

Commissioners Absent: Alexandra Aznar, Christopher Pasternak.

Staff Members Present: Paul Willumstad, Board Attorney; Scott Hobson, Acting Director for Development of Planning and Community Development, Beritt Odom, Principal Planner; Mikaylin Hackley Planner, Joe Martellaro, Associate Engineer, and Cindy Capritta, Land Use Technician.

Staff Members Absent: None

APPROVAL OF THE AGENDA: Bailey moved to approve the July 12, 2023, agenda, seconded by, Avalos.

Motion Passed: 4-0

REGULAR AGENDA:

Public Hearing:

1. ODP-23-01 *Continued to September 13, 2023, Ventana Estates, Filing 2, Overall Development Plan:* Amendment of the 2002 Ventana Master Plan to facilitate residential development in the western portion of the 2001 Ventana Annexation area, approximately 91.455 acres. Staff report by Beritt Odom, Principal Planner.

Public Hearing:

Commission Action:

2. Z-23-03 *Continued to September 13, 2023, Ventana Filing 2, Rezoning:* Approximately 74.21 acres, generally located west of Ventana, Filing No. 1 Subdivision and north of State Highway 78, to be rezoned from City of Pueblo A-4 to R-2, Single-Family Residential. Staff report by Beritt Odom, Principal Planner.

Public Hearing:

Commission Action:

Motion Passed:

3. S-23-02_ North Vista Filing, No. 7, Subdivision: A subdivision of 847.54-acres into 19 parcels reserved for future subdivision into buildable lots, parks/open space parcels, and public rights-of-way. Generally located west of Cedarweed Blvd. and south of the future western extension of Home of Heroes Parkway. Staff report by Beritt Odom, Principal Planner.

Public Hearing: Applicant, Michael Cuppy was sworn in and spoke in favor of the application. Sworn in and speaking in opposition to the application were Dana Dorr, John Millea and Chad Demarco.

Commission Action: Bailey moved to recommend the application to City Council, seconded by Spinuzzi with Staff Conditions 1-5.

Motion Passed: 5-0

4. V-23-05 4415 N Elizabeth St., Vacation: Vacation of a 0.167-acre drainage easement in the Gredig Subdivision. Staff report by Bart Mikitowicz.

Public Hearing: Applicant, Scott Cobb was sworn in via Zoom and spoke in favor of the application. Joe Martellaro, City Engineer also answered questions. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application to City Council for approval with the condition that the new detention easement is recorded prior to review by City Council, seconded by Spinuzzi.

Motion Passed: 5-0

5. Z-23-07 Rezoning: 718 W 4th ST Approximately 3,000 square feet, generally located east of the intersection of Midtown Cir Dr. and W 4th St, to be rezoned from Regional Business (B-4) District to Government Use (S-1) District. Staff report by Mikaylin Hackley, Planner.

Public Hearing: Applicant, City of Pueblo. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application to City Council, seconded by Avalos.

Motion Passed: 5-0

6. Z-23-08 Rezone: 945 E Routt Ave. to be rezoned from R-4, Residential mixed Zone District to RCN, Residential Charter Neighborhood. Generally located at the intersection of E. Routt Avenue and Summit Avenue. Staff report by Wade Broadhead, Senior Planner.

Public Hearing: Applicant, Keith Wilhite was sworn in and spoke in favor of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application to City Council with 1 Staff Condition, seconded by Spinuzzi.

Motion Passed: 5-0

7. Government Use Development Plan Review: Barkman Library addition and Site Improvements. Proposed 2,628 square foot addition to the library structure and site improvements. Generally located at 1300 Jerry Murphy Rd. Staff report by Beritt Odom, Principal Planner.

Public Hearing: Applicants appearing in person were John Chrisman, Louis Nazario, and on Zoom was Jennifer Dort, all were sworn in and spoke in favor of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application to City Council with Staff Conditions 1-4 completed before final approval from Pueblo Regional Building Department, seconded by Avalos.

Motion Passed: 5-0

Approval of Minutes: Bailey moved to approve Minutes from July 12, 2023, seconded by Avalos.

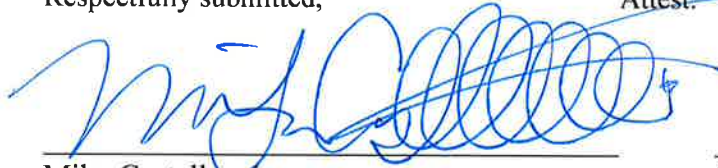
Motion Passed: 5-0

Old/New Business:

There being no further business the regular meeting was adjourned at 4:46 p.m.

Respectfully submitted,

Attest:



Mike Castellucci
Chairperson



Scott Hobson
Executive Secretary

Digital recordings of all the meetings of the Planning and Zoning Commission are maintained and available for inspection and review during normal business hours (M – F, 8 a.m. – 5 p.m.) at the Department of Planning & Community Development, 211 East D Street, Pueblo, Co



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: October 10, 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: A RESOLUTION AUTHORIZING THE TRANSFER OF \$750,000 TO PROJECT ED0801, LEASE PROCEEDS ESCROW/RMS, PREVIOUSLY ESTABLISHED IN THE 1992 - 2026 SALES AND USE TAX CAPITAL IMPROVEMENTS PROJECTS FUND

SUMMARY:

This Resolution provides additional funding needed for the payment of expenses related to the building known as the Pope Block Building.

PREVIOUS COUNCIL ACTION:

Resolution 11270, March 24, 2008 authorizing \$2,000,000
Resolution 12696, June 10, 2013 authorizing \$500,000
Resolution 13023, July 28, 2014 authorizing \$500,000
Resolution 13332, November 9, 2015 authorizing \$500,000
Resolution 13483, May 23, 2016 authorizing \$500,000
Resolution 13839, December 11, 2017 authorizing \$620,000
Resolution 13958, May 14, 2018 authorizing \$500,000
Resolution 14077, November 12, 2018 authorizing \$500,000
Resolution 14386, March 23, 2020 authorizing \$500,000
Resolution 14614, May 10, 2021 authorizing \$500,000
Resolution 14817, February 28, 2022 authorizing \$500,000
Resolution 15034, October 24, 2022 authorizing \$500,000

BACKGROUND:

In 1999, an agreement was entered into between the City and PEDCO Foundation to place all rents and other payments received by the Foundation for the lease of the Pope Block Building (317 N. Main St.) into a separate escrow account, known previously as the "1999 Escrow Account". In 2008, the balance in this escrow account was \$2,000,000. At that time, the Receivable Management Services Corporation agreed to modify its lease arrangements with PEDCO Foundation and lease additional space in the Building in order to employ an additional 250 full-time employees; provided, however, that the \$2,000,000 balance in the 1999 Escrow Account (the Lease Proceeds Balance) be escrowed with the City's Finance Department and pledged for the payment of

Net Foundation Operating Expenses as defined under said lease. This arrangement, as well as other terms and conditions, was approved by the Council on March 24, 2008, by Resolution No. 11270. The term of the agreement was January 1, 2008 through March 1, 2013.

In July of 2012, all of the \$2,000,000 escrowed funds had been spent for the reimbursement to Foundation for their Net Operating Expenses as defined in the agreement. Since that time, Foundation has incurred significant additional expenses related to the Building under the lease agreement between Foundation and RMS. In addition, the lease agreement has been extended by those parties. In January of 2015, ownership of the building was transferred to the City of Pueblo. The lease agreement with RMS (now iQor) is still in place, and the City is still responsible to the payment of the expenses incurred under the lease.

Periodically, additional funds are appropriated as needed to continue paying the expenses of the building. This Resolution will provide funding for operational expenses.

FINANCIAL IMPLICATIONS:

The amount of \$750,000 is available in the 1992 - 2026 Sales and Use Tax Capital Improvement Projects Fund (the economic development half cent tax fund) in the Projects to be Determined account.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

If this Resolution is not approved, the City may be in default of the Lease agreement.

RECOMMENDATION:

City staff recommends approval of this Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15384

A RESOLUTION AUTHORIZING THE TRANSFER OF \$750,000
TO PROJECT ED0801, LEASE PROCEEDS ESCROW/RMS,
PREVIOUSLY ESTABLISHED IN THE 1992 - 2026 SALES AND
USE TAX CAPITAL IMPROVEMENTS PROJECTS FUND

WHEREAS, the City of Pueblo is a party to a lease agreement which obligates the City
to pay certain net expenses incurred at the Pope Block Building (317 N. Main St.); and

WHEREAS, additional funds are periodically provided, as necessary, for the costs
incurred under said lease agreement; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The amount of \$750,000 shall be transferred to Project ED0801, Lease Proceeds
Escrow/RMS.

SECTION 2.

Said funds shall be made available and transferred from the Projects to be Determined
account within the 1992 – 2026 Sales and Use Tax Capital Improvements Project Fund.

SECTION 3.

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 effectuate the transactions
described therein.

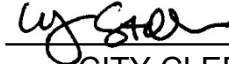
SECTION 4.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: October 10, 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: October 10, 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 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$296,381.97 TO REBUILD-IT, A SENTRY EQUIPMENT COMPANY., FOR PROJECT NO. 23-102 (WW2002) & (WWAN04) FY2023 GRAVITY THICKENER REHABILITATION PROJECT AT THE JAMES R. DIORIO WATER RECLAMATION FACILITY, SETTING FORTH \$29,638.20 FOR CONTINGENCIES AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME.

SUMMARY:

This resolution awards a construction contract to Rebuild-it, a Sentry Equipment Company, for Project No. 23-102 (WW2002) & (WWAN04) FY2023 Gravity Thickener Rehabilitation Project at the James R. Dilorio Water Reclamation Facility.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The James R. Dilorio Water Reclamation Facility treats all the wastewater for the City of Pueblo. The gravity thickener receives solids from the two primary clarifiers. The solids are thickened before being transferred into the digesters. This process is done mechanically with a drive in the middle that turns the rake arms to gather the solids at the bottom of the thickener. The drive seal has failed, and no oil can be held in the reservoir. The mechanical components have bent and will no longer track true around the tank, creating a problem with the movement of the arms.

FINANCIAL IMPLICATIONS:

The cost of the construction project was bid at \$296,381.97 with contingencies of \$29,638.20 Funds are available from the Sewer User Fund and appropriated to Project No. 23-102 (WW2002) & (WWAN04).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Alternative No. 1 - No Action

If no upgrades are performed on the gravity thickener mechanical drive and components, the condition of the equipment would continue to deteriorate until an emergency repair is required at a higher cost than a planned project. The James R. Dilorio Water Reclamation Facility would also risk violating its discharge permit if the equipment is not upgraded, and an outage were to happen.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. 10-10-23 23-102 Gravity Thickener Bid Summary

RESOLUTION NO. 15385

A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$296,381.97 TO REBUILD-IT, A SENTRY EQUIPMENT COMPANY., FOR PROJECT NO. 23-102 (WW2002) & (WWAN04) FY2023 GRAVITY THICKENER REHABILITATION PROJECT AT THE JAMES R. DIORIO WATER RECLAMATION FACILITY, SETTING FORTH \$29,638.20 FOR CONTINGENCIES AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME.

WHEREAS, competitive bids for Project No. 23-102 (WW2002) & (WWAN04) FY2023 Gravity Thickener Rehabilitation Project at the James R. Dilorio Water Reclamation Facility have been received and examined; and

WHEREAS, the proposal of Rebuild-it a Sentry Equipment Company., was the lowest of those bids determined to be responsive; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

A contract for Project No. 23-102 (WW2002) & (WWAN04) FY2023 Gravity Thickener Rehabilitation Project at the James R. Dilorio Water Reclamation Facility is hereby awarded to said bidder, in the amount of \$296,381.97.

SECTION 2.

All remaining funds for Project 23-102 (WW2002) & (WWAN04) shall be from the Sewer User Funds.

SECTION 3.

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

SECTION 4.

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

Contingencies and Additional Work.....\$29,638.20

SECTION 5.

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

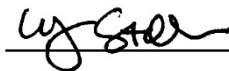
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 



EVALUATION TABULATION
IFB No. 23-102 (WWAN04)
Rehabilitation of the Gravity Thickener at the Water Reclamation Facility
RESPONSE DEADLINE: August 29, 2023 at 11:00 am
Report Generated: Monday, September 11, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Rebuild-it, a Sentry Equipment Company	\$296,381.97
Myers & Sons Construction, LLC	\$668,021.00

TABLE 1

Vendor	Total
Rebuild-it, a Sentry Equipment Company	\$296,381.97
Myers & Sons Construction, LLC	\$668,021.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Myers & Sons Construction, LLC	Rebuild-it, a Sentry Equipment Company
BID GUARANTEE	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass
ACKNOWLEDGEMENTS		

EVALUATION TABULATION
IFB No. 23-102 (WWAN04)
Rehabilitation of the Gravity Thickener at the Water Reclamation Facility

Question Title	Myers & Sons Construction, LLC	Rebuild-it, a Sentry Equipment Company
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass
Has/is this firm or any officer or partner of this firm:		
Convicted of a criminal offense	Pass	Pass
Convicted under state or federal statutes	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass
Failed to perform	Pass	Pass
Suspension or Debarment	Pass	Pass
Unqualified	Pass	Pass
Unlicensed	Pass	Pass
Delinquent	Pass	Pass
Confirmation	Pass	Pass



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: October 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$415,230 TO BROWN AND CALDWELL, INC., FOR PROJECT NO. 23A-038 DESIGN WEST SIDE INTERCEPTOR UPSIZE, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Engineering Services to Brown and Caldwell, Inc., for Project No. 23a-038 Design West Side Interceptor Upsize.

PREVIOUS COUNCIL ACTION:

Resolution No. 14947 was passed by the City Council on July 25, 2022, allocating \$2,000,000.00 for the design and construction of the sanitary sewer main extension.

BACKGROUND:

The work to be performed under this proposed agreement will include the engineering design services required to upsize a sanitary sewer main between West 11th Street and West 21st Street. The existing main consists of piping of several different diameters, some of which do not have sufficient capacity to serve planned future development upstream of the segment to be upsized.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$415,230.00 will be paid from account Project CI2113, ARPA Funds, Infrastructure - Sewer West.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will prevent the award of the Professional Services Agreement.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23a-038 Schedules 1 - 5 and Addl Information

RESOLUTION NO. 15386

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$415,230 TO BROWN AND CALDWELL, INC., FOR PROJECT NO. 23A-038 DESIGN WEST SIDE INTERCEPTOR UPSIZE, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a proposal for Project No. 23a-038 Design West Side Interceptor Upsize has been received and examined; and,

WHEREAS, the proposal of Brown and Caldwell, Inc., of Pueblo, Colorado was determined to be in the best interest of the City; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23a-038, Design West Side Interceptor Upsize, to be performed, and a contract for said project is hereby awarded to Brown and Caldwell, Inc., a California corporation, for an amount not to exceed \$415,230.00.

SECTION 2.

Funds for said Agreement shall be paid from account Project CI2113 - ARPA Funds, Infrastructure, Sewer - West.

SECTION 3.

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

SECTION 4.

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

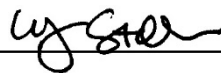
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
BY AND BETWEEN
CITY OF PUEBLO
AND
BROWN AND CALDWELL, INC.**

THIS AGREEMENT made and entered this _____ day of _____, 2023 by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner") and Brown and Caldwell, Inc., a California Corporation, 1697 Cole Boulevard, Golden, Colorado 80401, a professional engineering firm (hereinafter "Engineer") for Engineer to render certain professional engineering and related services for Owner in connection with Bid 23a-038 Design West Side Interceptor Upsize, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL.

1.1 Engineer shall satisfactorily perform professional engineering and/or construction management] services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

- ☐ n/a] - Study and Report Phase
- ☒ x] - Preliminary Design (Schematic) Phase
- ☒ x] - Final Design Phase
- ☒ x] - Construction Documents for Bidding & Bidding Phase
- ☒ x] - Engineer of Record for Construction

Upon completion of any phase, Engineer shall not proceed with work on the next phase, if any, until authorized in writing by Owner to proceed therewith.

Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical engineering, environmental, construction management and planning services as generally stated herein and as more specifically set forth in Schedule 1. Engineer shall also provide any landscape engineering, surveying and geotechnical services incident to its work on the Project.

1.2 In performing the professional services, Engineer shall complete the work items described in Schedule 1 – Scope of Services and as generally identified in Section 2 of this Agreement which are applicable to each phase for which Engineer is to render professional services. In the event of a conflict, the Scope of Services set forth in Schedule 1 shall prevail.

1.3 Professional engineering services (whether furnished directly or through a professional consultant subcontract) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to Owner and which shall be signed by and bear the seal of such registered engineer.

1.4 Surveying work included within this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.

1.5 Any engineer services provided under this Agreement shall be performed under the direction and supervision of an engineer licensed to practice engineering in the state of Colorado.

SECTION 2. ENGINEERING SERVICES.

2.1 Study and Report Phase. If Engineer is to provide professional services with respect to the Project during the Study and Report Phase, Engineer shall perform the following unless otherwise indicated in the attached Scope of Service (Schedule 1):

- (a) Consult with Owner to determine his requirements for the Project and review available data.
- (b) Advise Owner as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 2.2(c), and assist Owner in obtaining any such services.
- (c) Provide special analyses of Owner's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
- (d) Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.
- (e) Provide general economic analysis of Owner's requirements applicable to various alternatives.
- (f) Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to Owner, and setting forth Engineer's findings and recommendations with opinions of probable costs.
- (g) Furnish 3 (three) copies of the Report and present and review it in person with Owner.

2.2 Preliminary Design (Schematic) Phase. If Engineer is to provide professional services with respect to the Project during the Preliminary Design Phase, Engineer shall perform the following unless otherwise indicated in the attached Scope of Service (Schedule 1):

- (a) Consult with Owner and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study Report on the Project.
- (b) Prepare and submit to Owner preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.
- (c) Prepare and submit to Owner a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.
- (d) Provide written disclosure to Owner of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to Owner based thereon.
- (e) Prepare and submit to Owner a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.
- (f) Engineer shall furnish 3 (three) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.3 Final Design Phase. If Engineer is to provide professional services with respect to the Project during the Final Design Phase, Engineer shall perform the following unless otherwise indicated in the attached Scope of Service (Schedule 1):

(a) After consultation with the Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final Drawings showing the scope, extent and character of the work to be performed by contractors, and Specifications describing such work and the requirement therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Schedule 1, whichever is applicable. Engineer **shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.**

(b) Make reasonable revisions to the Drawings and Specifications requested by Owner, informing the Owner of any change in probable construction costs as a result of such revisions.

(c) Provide technical criteria, written descriptions and design data for Owner's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

(d) Based upon Engineer's professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages and finance costs, if any.

(e) Engineer shall furnish 3 (three) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.4 Construction Documents for Bidding & Bidding Phase. If Engineer is to provide professional services with respect to the Project during the Construction Documents & Bidding Phase, Engineer shall perform the following unless otherwise indicated in the attached Scope of Service (Schedule 1):

(a) Prepare and submit to Owner draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Engineer shall consider and incorporate, to the extent both advisable and feasible, owner's standard forms of agreement, warranty, payment and performance bonds, general conditions and selected specifications.

(b) After review and comment by Owner, prepare and submit all deliverables identified in Schedule 1 to this Agreement, final forms of contract agreement, general and special conditions, Drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify Drawings or Specifications or advise of changes. 3 (three) copies of these final bid documents shall be furnished to Owner. Unless otherwise specified in Schedule 1, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2013 or later version) format on electronic media.

(c) Make recommendations to Owner concerning the need for prequalification of equipment, vendors or bidders, and, if requested by Owner, incorporate prequalification requirements in final bid and construction contract documents.

(d) Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Engineer in writing to all plan holders.

(e) Consult with and make recommendations to Owner concerning: acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids and any other matter involved in consideration and review of bids and bidders upon which Owner may reasonably request Engineer's advice.

(f) Prepare and periodically update a Project Schedule for Owner's review and acceptance, which shall include the schedule for the performance of the Engineer's services and a construction schedule for the components of the work, including phasing of construction, and times for commencement and completion of the several construction contracts. In the Project Schedule, the Engineer shall coordinate and integrate the Engineer's services and the Owner's responsibilities with anticipated construction schedules, highlighting critical and long lead times.

(g) Provide recommendations and information to Owner regarding the allocation of responsibilities for safety programs among contractors.

(h) Advise the Owner on Engineer's recommended division of the Project construction work into individual categories or work and separate contracts, and make recommendations as required so that the work of the several contractors is coordinated, all responsibilities have been assigned to the appropriate contract, the likelihood of jurisdictional disputes has been minimized and proper coordination has been provided for phased construction.

2.5 Engineer of Record for Construction. If Engineer is to provide professional services with respect to the Project during the Construction Phase, after award by the Owner of a general contractor contracts for construction of the Project, Engineer shall perform the following unless otherwise indicated in the attached Scope of Service (Schedule 1):

I. Engineering Functions.

(a) Perform all duties and functions to be performed by Engineer under the terms of the construction contract.

(b) Visit the Project site, perform observations as to the progress and quality of the work and advise the Owner as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Schedule 1 - Scope of Services concerning the level of observation shall determine Engineer's obligation concerning level of observation.

(c) Make determinations as to whether the work is proceeding in general accordance and compliance with the construction contract documents.

(d) Promptly advise the Owner in writing of any observed omissions, substitutions, defects or deficiencies noted in the work of any contractor, subcontractor, supplier or vendor on the Project.

(e) Reject any work on the Project that does not conform to the contract documents.

(f) On request of the Owner, the construction contractor or any subcontractor on the Project, issue written interpretations as to the Drawings and Specifications and requirements of the construction work.

(g) Review shop drawings, samples, product data and other submittals of the contractor for general conformance with the design concept of Project and compliance with the Drawings, Specifications and all other contract documents, and indicate to Contractor and Owner with respect thereto, any exceptions noted, or modification or resubmittals required.

(h) Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the Owner for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Engineer's representation to Owner that he has made periodic observations of the Project during construction and that to the best of his knowledge, the work for which payment has been sought has been completed by Contractor in general accordance with the Drawings, Specifications and other contract documents.

(i) Subject to written concurrence by Owner, promptly render a written recommendation to Owner concerning all proposed substitutions of material and equipment.

(j) Draft, for Owner's consideration, and offer recommendations upon, all proposed change orders and contract modifications.

(k) On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the Owner any written guaranties, instructions manuals, as-built drawings, diagrams and charts required by the contract documents, and issuing a certificate of final completion of the Project.

(l) The Engineer shall, if so provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the Owner or Contractor, the Engineer shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Engineer shall be final and binding on the Contractor and Owner, unless the Director of the Wastewater Department of the Owner shall, within seven calendar days after receipt of the Engineer's interpretation or decision, file his written objections thereto with the Engineer and Contractor.

II. Construction Management Functions by Engineer.

(a) Perform all duties and functions specifically identified to be performed by the Construction Manager under the terms of the construction contracts, if any.

(b) Provide administrative, management and related services to coordinate scheduled activities and responsibilities of the construction contractors with each other and with the Owner and the Engineer, including monitoring agreed-upon budgets and the Project Schedule based upon the executed Contract Documents.

(c) Schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. Engineer shall prepare and promptly distribute minutes of the meetings to the Owner and Contractors.

(d) Update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of items requiring long lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. Engineer shall update the Project construction schedule as needed to show current conditions. If any update indicates that the previously approved Project construction schedule may not be met, Engineer shall recommend corrective action to Owner.

(e) Consistent with the various bidding and contract documents, coordinate the sequence of construction and assignment of space in areas where contractors are or will be performing work.

(f) Observe performance of the contractors and recommend courses of action to the Owner when requirements of any contract are not being fulfilled.

(g) Monitor the approved estimate of construction cost for the Project, and show actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with approved estimates. Advise the Owner of any variances between actual and estimated costs.

(h) Review the safety programs developed by each of the contractors solely for purpose of coordinating the safety programs with those of the other contractors. Engineer's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the contractors, subcontractors or others not directly employed by Engineer, including any health or safety programs and precautions required by such construction work. Engineer has no duty to inspect, observe, correct or report on health or safety deficiencies of the contractors.

(i) Schedule and coordinate the sequence of construction by and among the contractors in accordance with the contract documents and the latest approved Project construction schedule. Engineer's responsibility under this subsection shall not extend to direct control over or charge of the means, methods,

techniques, sequences and procedures of any contractor necessary for completing all portions of the construction work in accordance with the contract documents and any compliance with applicable laws and regulations.

(j) Maintain at the Project site for Owner one record copy of all contracts, plans, specifications, addenda, change orders, approved shop drawings, approved product data and approved submittals, and other documents in good order prepared in part on the basis of information compiled and furnished by others, and record drawings may not always represent the exact location, type of various components or exact manner in which Project was finally constructed, all of which shall be delivered to Owner upon completion of the Project or upon Owner's request. Engineer is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

2.6 Additional Responsibilities. This paragraph applies to all phases of Engineer's work.

(a) Engineer shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all of Engineer's work, including that performed by Engineer's consultants, and including designs, Drawings, Specifications, reports and other services, irrespective of Owner's approval or acquiescence in same. Engineer shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his work in breach of applicable standards of care.

(b) Engineer shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner to the extent caused by Engineer's negligent act or omission.

(c) Engineer's professional responsibility shall comply with the generally accepted standard of care applicable to the type of engineering and architectural and construction management services provided in effect at the time services are rendered and commensurate with the size, scope and nature of the Project.

(d) Engineer shall be completely responsible for the safety of Engineer's employees in the execution of work under this Agreement and shall provide all necessary safety equipment for said employees. Notwithstanding the foregoing, Engineer is not responsible for the health and safety duties of others, including compliance with health or safety programs and precautions.

(e) Engineer acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the Owner has a substantial interest in the personnel and consultants to whom Engineer assigns principal responsibility for services performed under this Agreement. Consequently, Engineer represents that Engineer has selected and intends to employ or assign the key personnel and consultants identified in Schedule 3 - "Identification of Personnel, Subcontractors and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, Owner shall have the right to object in writing to employment on the Project of any such key person, consultant or assignment of principal responsibility, in which case Engineer will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Engineer shall not assign or reassign Project work to any person to whom Owner has reasonable objection.

Within 5 days of execution of this Agreement, Engineer shall designate in writing a Project representative who shall have complete authority to bind Engineer, and to whom Owner should address communications.

(f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Engineer shall submit to Owner for approval a schedule showing the order in which Engineer proposes to accomplish his work, with dates on which he will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay Owner's timetable for achievement of interim tasks and final completion of Project work, provided however, the Engineer will not be responsible for delays beyond his control.

(g) Before undertaking any work which Engineer considers beyond or in addition to the scope of work and services which Engineer has contractually agreed to perform under the terms of this Agreement, Engineer shall advise Owner in writing (i) that Engineer considers the work beyond the scope of this

Agreement, (ii) the reasons the Engineer believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Engineer shall not proceed with such out of scope or additional work until authorized in writing by Owner. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Engineer shall be compensated for his direct costs and professional time at the rates set forth in Schedule 2 - "Fee Schedule".

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

(a) Designate a representative to whom all communications from Engineer shall be directed and who shall have limited administrative authority on behalf of Owner to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind Owner as to matters of legislative or fiscal policy.

(b) Advise Engineer of Owner's Project requirements including objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

(c) Provide Engineer with available information pertinent to the Project including any previous reports, studies or data possessed by Owner which relates to design or construction of the Project. Engineer shall rely on information provided without verification unless otherwise agreed to in Schedule 1. Owner shall notify of any known or potential health or safety hazards existing at or near the project site.

(d) Arrange for Engineer to have access to enter private and public property as required for Engineer to perform his services.

(e) Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by Engineer, and render written decisions pertaining thereto within a reasonable time. The Owner's approval of Drawings, design, Specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the professional adequacy of his work. The Owner's review, approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(f) Upon advice of the necessity to do so from Engineer, obtain required approvals and permits for the Project. The Engineer shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

(g) Notify Engineer whenever Owner becomes aware of any substantial development or occurrence which materially affects the scope or timing of Engineer's services.

(h) If Engineer's scope of work includes services during construction, Owner will approve acceptable draft language prepared by Engineer for inclusion in Owner's contract with the construction contractor which require the construction contractor to indemnify and hold harmless Engineer, its officers, employees, agents, and consultants against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

Owner will approve acceptable draft language prepared by Engineer for inclusion in Owner's contract with the construction contractor which require (a) the contractor to name Engineer, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or Owner's and Contractor's Protective policy (OCP), and any builder's risk, or other property insurance purchased by

Client or the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein; and (b) the contractor to furnish contractor's certificates of insurance evidencing that Engineer, its officers, employees, agents, and consultants are named as additional insureds on contractor's general liability and property insurance applicable to the Project. Contractor's policies shall be primary and any such insurance carried by the Engineer shall be excess and noncontributory. The certificates shall provide that Engineer be given 30 days' written notice prior to any cancellation thereof.

(i) Owner shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of Owner's internal organization and requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 45 days shall be presumed reasonable for Owner to act with respect to any matter involving policy or significant financial impact.

SECTION 4. TIME FOR PERFORMANCE.

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

SECTION 5. PAYMENT.

5.1 Owner will pay to Engineer as full compensation for all services required to be performed by Engineer under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed \$415,230.00 in the aggregate, and not to exceed those maximum amounts set forth in Schedule 2 - "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

5.2 Engineer shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted with appropriate documentation that such services have been performed and expenses incurred. Thereafter, Owner shall pay Engineer for the amount of the application within 30 days of the date of billing, provided that sufficient documentation has been furnished. With respect to construction phase services, Owner will not be required to pay more than 90% of the maximum amount unless the Engineer's services have been completed to Owner's reasonable satisfaction and all required Engineer submittals have been provided.

5.3 The rates of compensation for service and for reimbursable expenses to be used with periodic and final payment applications shall be those set forth in Schedule 2 - "Fee Schedule."

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

5.5 No compensation shall be paid to Engineer for services required and expenditures incurred in correcting Engineer's negligent errors or omissions.

5.6 Compensation for authorized work beyond the scope of this Agreement shall be governed by Paragraph 2.6(g).

SECTION 6. TERMINATION.

6.1 The Owner reserves the right to terminate this Agreement and Engineer's performance hereunder, at any time upon 10 days written notice, either for cause or for convenience. Upon such termination, Engineer shall cease all work and stop incurring expenses, and shall promptly deliver to the Owner all data, Drawings, Specifications, reports, estimates, calculations, summaries and all other information, and materials as Engineer may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.2 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer shall be paid at the rates specified in Schedule 2 - "Fee Schedule" for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Owner or Engineer. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in paragraph 5.1 and Schedule 2.

6.3 In the event termination of this Agreement or Engineer's services is for breach of this Agreement by Engineer, or for other fault of Engineer including but not limited to any failure to timely proceed with work, or to pay its employees and consultants, or to perform services with that level of care and skill ordinarily exercised by professional Engineers or to perform work in a manner deemed satisfactory by Owner's Director of Public Works, then in that event, Engineer's entire right to compensation shall be limited to payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

6.4 Engineer's professional responsibility for his completed work and services shall survive any termination.

SECTION 7. GENERAL PROVISIONS.

7.1 Ownership of Documents. All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Engineer in the performance of this Agreement ("Work Product") shall be the sole property of the Owner upon payment to Engineer therefore and the Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Engineer agrees that the Owner shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement. In the event Owner uses the designs, Drawings or Specifications provided hereunder for another project independent from Project, without adaptation by Engineer, Owner shall hold harmless and indemnify Engineer from all loss, claims, injury and judgments arising from the use of such designs, Drawings or Specifications for such other project. In no event shall Engineer publish its Work Product developed pursuant to this Agreement except (i) with advance, written consent of Owner, which consent may be granted or withheld in Owner's sole and absolute discretion and (ii) in full compliance with the requirements of this Agreement and applicable federal regulations.

7.2 Insurance and Indemnity.

(a) Engineer agrees that he has procured and will maintain during the term of this Agreement, such insurance as will protect him from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of his employees or of any person other than his employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b).

(b) The minimum insurance coverage which Engineer shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation insurance policy shall contain an endorsement waiving subrogation against the Owner.

(ii) Commercial General and Automobile Liability Insurance with limits not less than

One Million and No/100 Dollars (\$1,000,000.00) per occurrence for personal injury, including but not limited to death and bodily injury, and One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) for excess umbrella liability.

(iii) Professional Liability Insurance with coverage of not less than \$1,000,000.00 covering claims arising from the negligent acts, errors or omissions in the services performed by Engineer for Owner under this Agreement. This policy shall provide coverage for all professionals providing services under this Agreement by or through the Engineer, including coverage for Engineer's activities performed in both its engineering and construction manager capacities.

(c) Engineer agrees to hold harmless, defend and indemnify Owner from and against any liability to third parties, to the extent caused by the negligent acts, errors or omissions of Engineer, his employees, subcontractors and consultants.

7.3 Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Engineer by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the Owner, City of Pueblo Department of Public Works, Attention: Andrew Hayes, Director, 211 E. D Street, Pueblo, Colorado 81003, or to the Engineer, Brown and Caldwell, Inc., at the address listed above. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.4 Entire Agreement. This instrument contains the entire agreement between the Owner and the Engineer respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Engineer in relation thereto not expressly set forth in this instrument is null and void. In the event of any conflict between any provision of this Agreement and a provision of any Appendix or attachment to this Agreement, the provision in the Appendix or attachment shall control and supersede the conflicting provision in this Agreement.

7.5 Successors and Assigns. This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Engineer may be assigned by him without the written consent of the Owner. Notwithstanding the foregoing, if the authorized scope of work includes construction activities or the oversight of construction, Engineer may, at its discretion and upon notice to Owner, assign all of its contractual rights and obligations with respect to such activities or services to Brown and Caldwell Constructors, its wholly owned affiliate.

7.6 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representative of Engineer and by Owner's authorized representative.

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

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

7.9 Severability. If any provision of this Agreement, except for Section 2.6, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then as of the time of any such determination this entire Agreement shall be void and terminated pursuant to the provisions of Section 6, without waiving any claims or defenses

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

7.11 Force Majeure. Neither party shall be responsible for delays caused by circumstances beyond its reasonable control including but not limited to governmental action, statute, ordinance, rule or regulation, strike or other labor troubles, fire, acts of God, or other incidents outside of either party's control that makes performance or acceptance impossible or impractical. The Consultant shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control created from any force majeure event.

SECTION 8. DISPUTES.

8.1 Any unresolved dispute or disagreement between Engineer and Owner arising from or relating to this Agreement or Engineer's services or right to payment hereunder shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado.

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

9.1 Architect understands that Owner may be funding this project in whole or part with funds provided by the American Rescue Plan Act of 2021, Coronavirus State and Local Fiscal Recovery Funds (SLFRF Program). Architect agrees it is subject to and shall comply with all applicable provisions of Title 2 CFR Part 200 under which this Agreement has been made and other applicable regulations.

9.2 Architect shall comply with the attached Special Funding Contract Requirements, attached hereto and incorporated herein as Appendix A, and any/all other Federal, State, and local laws applicable to its activities.

9.3 All records with respect to any matters covered by this Agreement shall be available for inspection by Owner, the U.S. Treasury Department, or any other Federal or State fund auditing agencies regarding use of ARPA funds at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.

SECTION 10. APPENDICES.

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

Schedule 1 - Scope of Services and Attachments consisting of 21 pages

Schedule 2 - Fee Schedule consisting of 1 page

Schedule 3 - Work Schedule consisting of 1 page

Schedule 4 – Identification of Personnel and Task Responsibility consisting of 1 page

Schedule 5 – Special Funding Requirements consisting of 7 pages

SECTION 11. ACCESSIBILITY.

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Engineer therefore, will use his or her best reasonable professional efforts in accordance with applicable standards of care to implement applicable ADA requirements and other federal, state and local laws, rules codes, ordinances and regulations as they apply to the Project. Notwithstanding, unless otherwise specified in the Scope of Services, Owner shall have sole responsibility as between Client and Consultant for compliance with the Americans With Disabilities Act ("ADA") 42 U.S.C. 12101 et. Seq. and the related regulations.

SECTION 12. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986.

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

SECTION 13. PERA LIABILITY

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

SECTION 14. ELECTRONIC SIGNATURE

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

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

CITY OF PUEBLO, A MUNICIPAL
CORPORATION

BROWN AND CALDWELL, INC.

By _____
Naomi Hedden, Purchasing Director

By _____
Michael J. Thorstenson, P.E., Principal-In-Charge

Attest _____
Marisa Stoller, City Clerk

[S E A L]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM:

Robert P. Jagger, City Attorney

Attachments: Schedule 1 - Scope of Services
 Schedule 2 - Fee Schedule
 Schedule 3 – Work Schedule
 Schedule 4 – Identification of Personnel and Responsibilities
 Schedule 5 – Special Funding Requirements
 Additional Information for Agreement

SCHEDULE 1

Scope of Services

Excerpt from Request for Proposal dated July 19, 2023, Section 3.2
and Excerpt from Proposer's Submittal dated August 1, 2023, Pages 2 to 14

Note: Proposer's Submittal Pages 15 to 19 have been excluded.

Excerpt from Request for Proposal dated July 19, 2023, Section 3.2

Scope of Services should include all required project management and administration services, project management plan development, field data collection, surveying, subsurface utility engineering (SUE), facilitation of and attendance at project meetings, design quality control, and production of all necessary design deliverables (to include biddable plans and specifications and project cost estimates).

All designs shall be compliant with International Existing Building Code and local building codes as necessary for Structure, Mechanical, Electrical, and Plumbing.

A. Preliminary Design (Schematic) Phase. (0-60%)

1. Provide City with a basis of design report
2. Hold a kick-off meeting with appropriate City staff to discuss project approach and design criteria
3. Work with City stakeholders to collect information necessary to begin the design process
4. Collect field data and perform all surveying and subsurface utility engineering services necessary to required develop design deliverables
5. Include a preliminary construction cost estimate
6. Provide a 60% design review submittal and allow 14 days for review by City

B. Final Design Phase (60-100%)

1. Consultant shall prepare final design documents in electronic format to the City
2. Final design shall incorporate all required specifications for a complete and functional project in accordance with professional standards and ethics within the industry
3. Final design/plans shall include utility plan and profile drawings, specifications, right-of-way plans (if required to obtain additional right-of-way or temporary or permanent easements), necessary materials, and any other plan/detail required for a complete project
4. Final selection of materials shall be coordinated with City
5. Provide detailed construction cost estimate
6. Provide a 90% design review submittal and allow 14 days for review by City
7. Provide final construction documents described in Paragraph "C" below.

C. Construction Documents for Bidding

1. Consultant shall prepare construction documents including plans and specifications for bidding
2. Consultant shall prepare a final detailed construction cost estimate based on 100% (final) drawings
3. The final design must be stamped and shall be utilized for bidding, permitting, and construction of all renovation/remodel activities
4. Coordinate preparation of bid documents with Department of Public Works and Purchasing Department
5. Assist City departments with facilitation of any necessary meetings, addenda, etc.
6. Digital project files shall be provided in both PDF and native formats (AutoCAD, Word, Excel, etc) prior to release of final payment
7. All construction plans and specifications shall comply with City of Pueblo Standard Construction Specifications and Standard Details, as applicable.

D. Bidding Phase

1. Consultant shall assist the City as needed during the bidding phase.
2. The City will develop bidding materials including the Invitation to Bid documents, instructions to bidders, other necessary forms, and supplements required by the City as necessary to ensure that prospective bidders are fully informed regarding the construction and materials requirements
3. Participate in a pre-bid meeting and walkthrough on site with interested contractors; interpret and clarify contract documents for bidders
4. During the bidding period, the selected Consultant will assist the City with requests for information from bidders and coordinate with the City for responses and required modifications
5. Note: Any approved modifications to the bidding documents will be issued by Addendum by the City. The Consultant shall prepare any required modifications to drawings or specifications or any supplemental/clarifying drawings that may be needed during the bidding process.

E. Engineer of Record for Construction

1. Provide all customary services for Post Construction Award Services (PCAS) during construction
2. Attend Pre-Construction Meeting with Contractor and Department of Public Works

3. Respond to requests for information from Contractor, review Contractor submittals, and review Contractor applications for payment
4. Review and approval of contractor submittals and shop drawings
5. The City does not expect the scope of the construction to warrant a continuous on-site presence; however, the selected firm should plan a minimum of weekly project progress meetings with the City and Contractor. Attendance at weekly construction meetings may periodically be held virtually; however, in-person attendance may be required upon request.
6. Additional meetings and/or site visits shall be requested by the Department of Public Works or Contractor on an as needed basis to review work progress
7. Verify as-built drawings at end of the project and notate all approved field changes. As-built documents must be electronically updated in AutoCAD by the Consultant.
8. Final as-built drawings shall be issued to the City in electronic form (AutoCAD) for use on future projects subject to release of liability.

Project Overview

The City of Pueblo (COP) has identified an undersized section (approximately 3,900 feet) of an existing 12"/15" sewer trunk line in their system and has asked Brown and Caldwell (BC) to provide data collection and design services to appropriately upsize this portion of their sewer and develop final design documents. The project area, shown in Figure 1, is adjacent and west of Wildhorse Creek beginning at West 21st Street and runs south, primarily along Graham Avenue, to West 11th Street. The existing trunk line is within residential and public areas with a significant portion within paved streets.

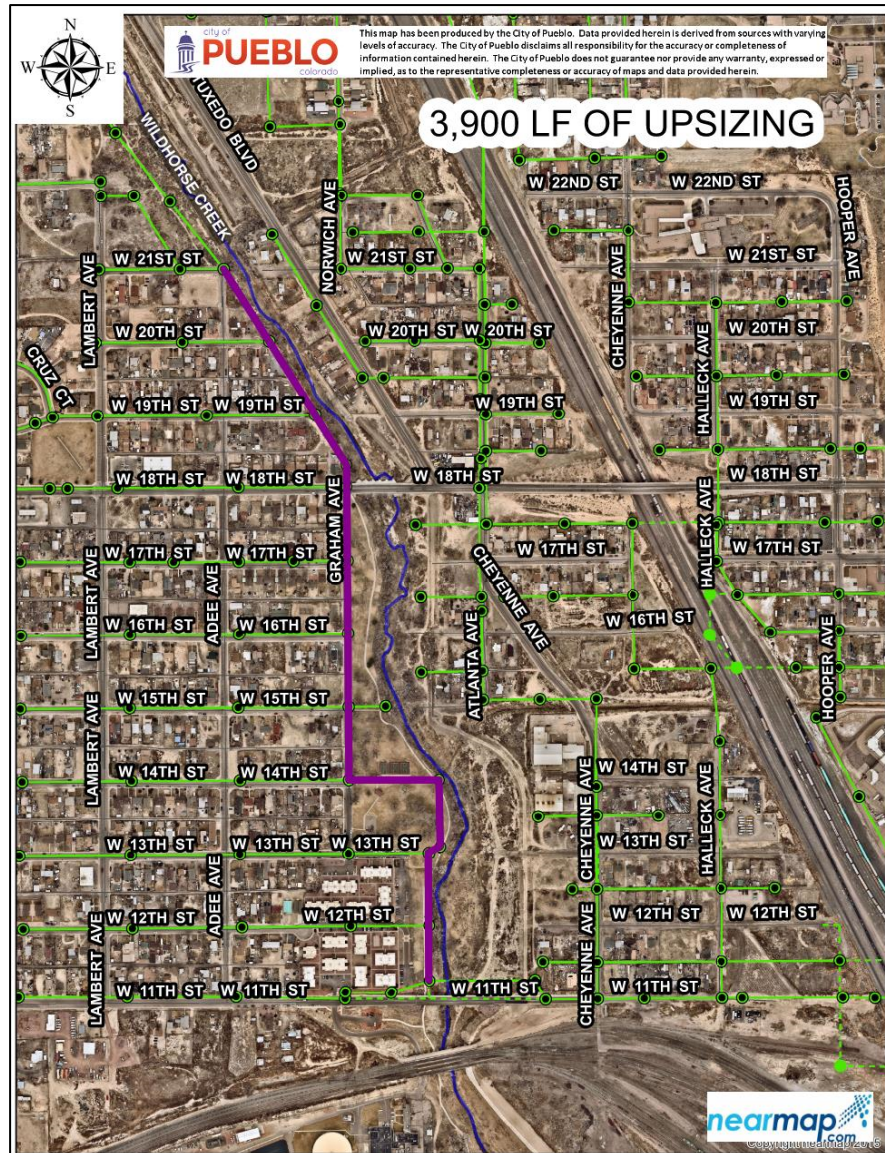


Figure 1. Project Location Map

This document describes BC's scope of engineering and design services for this work.

The design work will be divided into two parts, preliminary and final design. Preliminary design will include the following:

- Conduct geotechnical field investigations and develop geotechnical design report through a BC subcontractor.
- Provide review of topographical survey and utility test holing scope of work and review of the respective deliverable(s). BC is not providing topographical surveying or utility test holes as part of this scope of services. These services are provided through a contract with the City of Pueblo.
- Coordinate with City-hired surveyor and utility test hole contractor.
- Identify necessary permits for the project and develop a permitting matrix to include a list of agencies/stakeholders, approach and constraints to obtaining permits, and an implementation schedule related to the project. BC will include applicable permit requirements into the construction contract documents. With assistance of the COP, BC will review requirements with the permitting agencies and draft related permit forms. When required, BC will provide permit forms to COP for execution. Anticipated permits include:
 - Pueblo County Floodplain Development Permit
 - City of Pueblo P&Z Special Use Permit
 - CDPHE Site Approval Application
- Conduct sewer modeling to determine diameter required for upsized sewer. Develop Preliminary Design Report (PDR) detailing sewer design requirements, design recommendations (replace in place or parallel sewer), anticipated permits, and provide Class V cost estimate.

Final design will include the development of a final design package as follows:

- Upsizing approximately 3,900 feet of 12 and 15-inch sewer west and adjacent to Wildhorse Creek from West 21st Street south to West 11th Street.

Bid and construction phase services are provided herein.

This work includes the following phases:

- Phase 100 – Project Management and Administration
- Phase 200 – Preliminary Design Services
- Phase 300 – Final Design Services
- Phase 400 – Bid Phase Services
- Phase 500 – Construction Phase Services
- Phase 600 – Supplemental Services
- Phase 700 – Owner's Contingency

Three attachments are also included with this Scope of Services:

- Attachment 1 – Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative
- Schedule 2 – Project Fee
- Schedule 3 – Project Schedule

Schedule

Project duration through completion of Final Design is approximately 12-months following notice to proceed.

City of Pueblo Responsibilities

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

- Existing drawings (PDF and CADD)
- Existing topographic survey data
- Existing geotechnical information/reports
- Existing environmental evaluations/reports
- Knowledgeable staff who can answer BC questions and respond to allow schedule timelines.
- Provide payment for permit applications.
- Provide project site access to BC and their subconsultants.
- Provide COP sewer design standards.

Phase 100 – Project Management and Administration

Objectives

Project management includes overall tracking and coordination of the project activities. It also includes quality control activities.

Project Management and Administration includes the following tasks and activities:

- Project Management Planning
- Project Control (budget tracking) and Reporting
- Project Meetings
- Project Closeout

1.1 Project Management Planning

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

- Scope of work and work breakdown structure
- Project schedule and updates.
- Communications plan
- Risk management plan
- Quality management plan
- Change management process
- Health and safety plan

1.2 Project Control and Reporting

Monthly invoices (assumed 26-month project duration) will be prepared and submitted to the COP on months when work is completed format.

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

1.3 Project Meetings

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

This task includes:

- Project Kickoff Meeting
- Design Progress Meetings (assume 30-minute bimonthly, virtual meetings for duration of design phase).
 - Progress meetings will be attended by Project Manager, Civil Design Lead and Project Engineer.

1.4 Project Close-Out

During project close-out, BC will resolve final invoices and consolidate and archive project files.

1.5 Deliverables

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

- Invoices, with update summaries
- Meeting agendas, presentation materials, and minutes

Phase 200 –Preliminary Design Services

Objectives

This phase provides the background studies and engineering analyses to allow the design to progress. As part of this project BC will provide engineering for the following services:

- Using a subconsultant, conduct geotechnical field services and data collection and develop Geotechnical Design Report.
- Review survey scope of work and deliverables provided by City-hired surveyor. Coordinate with City surveying consultant.
- Review utility test holing scope of work and deliverables provided by City-hired consultant. Coordinate with City consultant to collect utility test hole data.
- Provide sewer modeling, diameter selection, design requirements and recommendations, and engineering cost estimate.
- Identify permit requirements, coordinate with permit agencies, develop and submit permits required for design.

2.1 Geotechnical Services

Geotechnical services to be provided by a subconsultant to BC and will include:

- Three (3) geotechnical soil borings and associated laboratory testing
- State permits for two (2) groundwater monitoring wells, up to six (6) readings, and decommissioning of wells.
- Geotechnical Design Report (GDR)

BC will review the GDR developed by geotechnical subconsultant for purposes of these design services for overall completeness, compatibility, and conformance with the work scope and other contract requirements.

2.2 Topographic Survey and Utility Test Holes

BC will review scope of work for City-hired survey and utility test hole consultant. BC will review work products by the City's consultant(s) for completeness, compatibility, and conformance with the work scope. Coordination with City consultant(s) will also be included as needed to complete their scope of work and make any clarifications to their required deliverables.

2.3 Permitting

Permitting through local, county and state agencies are anticipated for design locations associated with this scope of work. BC will provide coordination and assistance with the permitting planning and design-phase coordination of permits and evaluations only for the design location associated with the services provided herein. Activity under this task will be initiated in preliminary design and continue through final design.

This task includes the following activities:

- Conduct regulatory analysis and prepare a Permitting Matrix that identifies permits, licenses, agreements, and similar approvals required for design and construction of the Project.
- BC will provide services to assist COP with necessary permitting as required by the pipeline work associated with this scope of services only. Such permitting may consist of working with local, county and state agencies. Necessary permits for this work may include permits through the Colorado Department of Health and Environment (CDPHE), Pueblo County, and City of Pueblo.
- BC will coordinate the design documents to include permit requirements and a list of permits required to be obtained by the Contractor will be referenced in the specifications.

Task Assumptions

- No permitting through federal agencies (i.e. USACE, USFWS) is included in this scope of work that includes any associated services (desktop or field) for threatened & endangered species, historical or cultural resources, migratory birds, ESA-listed species, wetlands delineation. Additional scope and fees will be required for this work if it is determined to be necessary.
- CDPHE stormwater and dewatering permits shall be the responsibility of the selected contractor. BC is not providing permit support for these State permits.

2.4 Preliminary Design Report

The Preliminary Design Report (PDR) is a narrative description of the design criteria and installation solutions along with final recommendations used in the subsequent design document development, within following phases, to meet the COP's project requirements and objectives. The PDR will include the following:

- Identification of technical assumptions made, site requirements, and technical design criteria for use in Final Design.
- Results and recommendations of sewer modeling for diameter selection.
- Design evaluation and recommendations for upsizing the sewer interceptor.
- Permitting matrix to identify necessary permits to be completed during Final Design.
- Preliminary plan and profile drawings
- Expected drawing sheet index and construction specifications table of contents.
- Opinion of probable construction cost (OPCC)
 - A Class IV (-30% to +50%) Opinion of Probable Construction Cost (OPCC) will be compiled based on the preliminary design completion level. The OPCC will include a suitable level of contingencies.
 - Coordination with sewer bypassing contractors.

Site Visits

Three (3) site visits are included during this phase. One (1) site visit to coordinate with BC geotechnical subcontractor, One (1) site visit for coordination with City surveyor, and one (1) to coordinate with City utility test holing consultant.

Workshop

The Engineer will organize and attend one (1) Workshop Review Meeting with COP personnel as part of the Preliminary Design Report draft deliverable. The workshop is for the following:

- Draft PDR submittal - A workshop will be held following the draft PDR submittal and sufficient review period (10 business days) by the COP. The purpose of the meeting is to review and resolve comments related to the PDR. This meeting is expected to last up to 2 hours and be held virtually in a Teams Meeting. Attendees include the Civil Design Lead, Project Manager, and Project Engineer.

Deliverables

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

- Geotechnical Recommendation Report
- Preliminary Design - Letter Report submittal – Electronic copy

Phase 300 – Final Design Services

3.1 Design Development Review (75%)

The 75 percent design effort will proceed following the COP's approval of the Preliminary Design Report submittal and the associated workshop.

Objectives

Provide 75 percent level design drawings and technical specifications (applicable Divisions 1 through 50), in support of recommendations adopted during preliminary design. Additionally, prepare and coordinate submission of necessary permits.

Activities

The following items will be provided as part of the 75 percent final design package:

- Plan and profile drawing set. BC will provide to the COP an electronic (PDF) copy of this deliverable prior to Workshop. Includes cover, general, miscellaneous and detail sheets.
- Technical specifications (BC Format) – provided electronic only, prior to Workshop. Front end documents to be provided by the COP.
- Grading, erosion, and sediment control (GESC) drawings. BC will provide to the COP an electronic (PDF) copy of this deliverable prior to Workshop.
- Opinion of Probable Construction Cost - Class III (–20% to +30%)

75 Percent Design Review Workshop: The Engineer will organize and attend one (1) workshop review meeting with COP to review the submittal. The workshop will be held following the draft 75 percent submittal and City review period (10 working days). This meeting is expected to last up to 2 hours and be attended by the civil design lead, project manager, and project engineer.

3.2 100 Percent Design

Following the 75 Percent Design Review Workshop, the 100 percent design effort will commence.

Objectives

- Comments generated from COPs review of 75 percent deliverable and Design Review Workshop will be addressed.
- Complete Final design and provide issued for bid documents.

Activities

The following items will be provided as part of the 100 percent final design package:

- Complete plan and profile drawing set. BC will provide to the COP an electronic (PDF and AutoCAD formats) copy of this deliverable.
- Technical specifications (BC Format) – provided electronic only (PDF and Word formats). Front end documents to be provided by the COP.
- Complete grading, erosion, and sediment control (GESC) drawings. BC will provide to the COP an electronic (PDF and AutoCAD formats) copy of this deliverable.
- Opinion of Probable Construction Cost - Class II (–15% to +20%)

100 Percent Design Review Workshop: The Engineer will organize and attend one (1) workshop review meeting with COP to review the submittal. The workshop will be held following the draft 100 percent submittal and City review period (10 working days). This meeting is expected to last up to 2 hours and be attended by the civil design lead, project manager, and project engineer.

Engineer will incorporate changes from the 100 Percent Design Review Workshop to compile Issue for Bid documents.

Phase 400 – Bid Phase Services

Objectives

Bid phase services includes the following tasks:

- Addressing bidder questions.
- Develop addenda.
- Attendance at pre-bid conference and site walk.
- Review bids and provide recommendation.
- Compile and Deliver Issued for Construction Documents.

Activities

Bid Solicitation

BC will assist the City of Pueblo in advertising for bids from construction contractors to construct the proposed project by providing an appropriate advertisement for City use. (It is anticipated that the City will cover publication costs required as part of the bidding process.)

Attendance at Pre-Bid Conference

BC will attend and provide support to City at the Pre-Bid Conference and attend site walk following the meeting. It is assumed the City will be leading the Pre-Bid Conference.

Bidding Documents

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

Bidder Questions

Answer questions of prospective bidders during the advertisement and bidding period. This includes modifying the questions into a format suitable for inclusion in addendum.

Addenda

Prepare not more than two addenda, as required, to modify or amend the bidding documents as appropriate during the bidding period. City shall be responsible for distributing addenda.

Bid Opening

Bids will be received by the City of Pueblo. BC will not attend the bid opening.

Bidder Evaluation

Review the submitted bids. Brown and Caldwell will assist the City of Pueblo in summarizing results of the review and making a recommendation regarding acceptance of the bid and award of the contract.

Issued for Construction (IFC) Drawings

- Incorporate changes made by addenda and produce a final set of IFC contract documents. Issued for Construction Drawings are to be stamped by a BC Colorado licensed Professional Engineer.

Phase 500 - Construction Phase Services

Objectives

Bid phase services includes the following tasks:

- Attend pre-construction meeting (in-person)
- Attend construction progress meetings (virtual)
- Conduct periodic site visits.
- Material submittal (and resubmittal) review
- Review and respond to RFIs.
- Pay Application Assistance
- Change Order Assistance
- Record Drawings

Activities

Meetings and On-Site Services

On-site services during construction phase will include in-person attendance at the pre-construction meeting, attendance of up to six (6) construction progress meetings (construction observation performed in conjunction with the progress meetings).

Virtual attendance at weekly construction progress meetings will be included when not attending in-person. Virtual attendance for up to thirty-six (36) 1-hour construction progress meetings is included for one (1) BC representative.

An additional six (6) site visits are added to this to be used at the request of the City or as needed to support project. It is assumed that a total of no more than twelve (12) trips to the site will be required (budgeted 8 hours for one person per visit.)

Shop Drawing Submittals

Review shop drawings submitted by the Contractor to assess the conformance of equipment proposed by the Contractor with the design intent of the contract documents and indicate to the Contractor the

acceptability of such equipment. It is assumed that Thirty (30) shop drawings will be reviewed by the Engineer. BC assumes no more than (2) reviews per shop drawing submittal. A total of three (3) hours has been budgeted for review of the initial shop drawing submittal and one (1) hours for review of re-submittals. It is assumed half of initial shop drawings will require resubmittal. BC will maintain a shop drawing submittal log.

Requests for Information

Respond up to ten (10) Requests for Information (RFI) submitted by the construction contractor to help clarify the intent of the contract documents. Forty hours (40) hours have been allotted for this task. BC will maintain an RFI log.

Progress Payment Review

Contractor progress payment review will be provided at one (1) per month for up to twelve (12) months.

Change Orders

Provide assistance, where applicable, on reviewing up to two (2) proposed change orders. Assistance can be in the form of collaboration, coordination, and minor design alterations.

Record Drawings

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

Phase 600 – Supplemental Services (Optional Work)

While the following tasks are not expected to be necessary as part of this scope execution, if desired or beneficial to the project, they can be added as additional/supplemental services. Upon written authorization by COP and mutual agreement on scope and fee, BC shall provide these supplemental services as needed for the Design phases of this Project. Supplemental services may include, but is not limited to, any of the following:

6.1 Federal Permitting and Related Environmental Work.

Additional work for federal permitting for USACE, USFWS, etc. and associated desktop analysis and field surveys.

6.2 Water Quantity Testing and Estimating.

Additional effort for slug testing and/or draw down tests of groundwater monitoring wells. Includes effort to utilize data from test(s) to estimate groundwater quantity amounts.

6.3 Water Quality Sampling and Related State Permitting Support.

Additional effort for groundwater quality sampling and testing. Coordination with State associated with groundwater discharge permit requirements.

6.4 Unexpected Subsurface Conditions.

Additional design effort to account for unexpected subsurface conditions. May include additional geotechnical investigations as needed.

Phase 700 – Owner’s Contingency (Optional Work)

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

Project Assumptions and Limitations

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

- The Scope of Services provided in Schedule 1 is a complete description of BC's responsibilities. Services indicated in Section 2 of the Agreement with COP not explicitly indicated in Schedule 1 are excluded for this Scope of Services.
- COP acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Such influences may not be precisely forecasted and are beyond the control of BC and that actual costs incurred may vary substantially from the estimates prepared. BC does not warrant or guarantee the accuracy of construction or development cost estimates.
- Geotechnical data and recommendations are provided for informational use of BC. Should data and reports be used by others, it must be verified (Colorado PE stamped) by the responsible party. BC will be allowed to rely upon this data during the design.
- BC assumes City will provide any access/right-of-entry to conduct geotechnical borings.
- BC will utilize survey and utility test provided by COP and shall not be responsible for errors and omissions in deliverables provided by City-hired contractor.
- BC assumes project is to be designed and constructed via the open-cut method. Scope excludes tunneling design, or other trenchless installation method, and associated efforts. Should the project require a trenchless installation, a scope and fee can be developed to provide a trenchless installation design for the sewer.
- The Preliminary Design Report and other deliverables will be revised once each, pursuant to the COP's comments and suggestions.
- BC assumes there is adequate right-of-way and/or permanent and temporary access/construction easements for construction activity related to sewer installation. If additional easement (temporary or permanent) to install the sewer, it shall be the responsibility of the City to obtain.
- Lateral connections to existing trunk line are assumed to not need raised from current location. If design services are needed to raise any lateral connections it will be considered additional work and a scope and fee can be developed at the request of the City.
- A design review comment/resolution log will be maintained to capture formally submitted or documented COP comments. Changes resulting from comments will be incorporated to the design documents; however, design will proceed without resubmittal of each design milestone deliverable. The comment log will capture the resolution to each comment and BC will document acceptance from the COP to each item logged and resolved.
- Design drawing format will be 2D in AutoCAD, based upon COP drawing standards, supplemented by BC standards, as required.
- Deliverables will be submitted in electronic PDF format for COP use. No hard copy deliverables are provided. Electronic deliverable formats will be limited to PDF, AutoCAD, MS Word and MS Excel. BC will not provide other electronic formats or any other proprietary or licensed software for use by the COP. No software will be specifically written for this project. Final design phase will not commence until all decisions are final and COP approves the Preliminary Design Report.
- The anticipated project delivery method is conventional design-bid-build.

- No prepurchase of materials or equipment is expected.
- Restoration of site to include seeding and grading. Landscaping or irrigation system is not included.
- Design will be based on federal, state and local codes and standards in effect on the date of the notice to proceed. Any changes to these codes may necessitate a change in scope.
- Investigation and remediation of possible hazardous waste, asbestos, lead paint or other types of contamination is not anticipated to be required. If evidence is observed in the field or other information becomes available to warrant investigations, these can be added as additional services.

The following section shall not be applicable unless added and accepted by City as a part of this project.

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

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

D.1.01 Resident Project Representative

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

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

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

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

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

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

10. *Records*

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

11. *Reports*

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

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

12. *Payment Requests*

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

13. *Certificates, Operation and Maintenance Manuals*

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

14. *Completion*

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

D. Resident Project Representative shall not:

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

SCHEDULE 2

Fee Schedule

Excerpt from Proposer’s Submittal dated August 1, 2023, Page 21

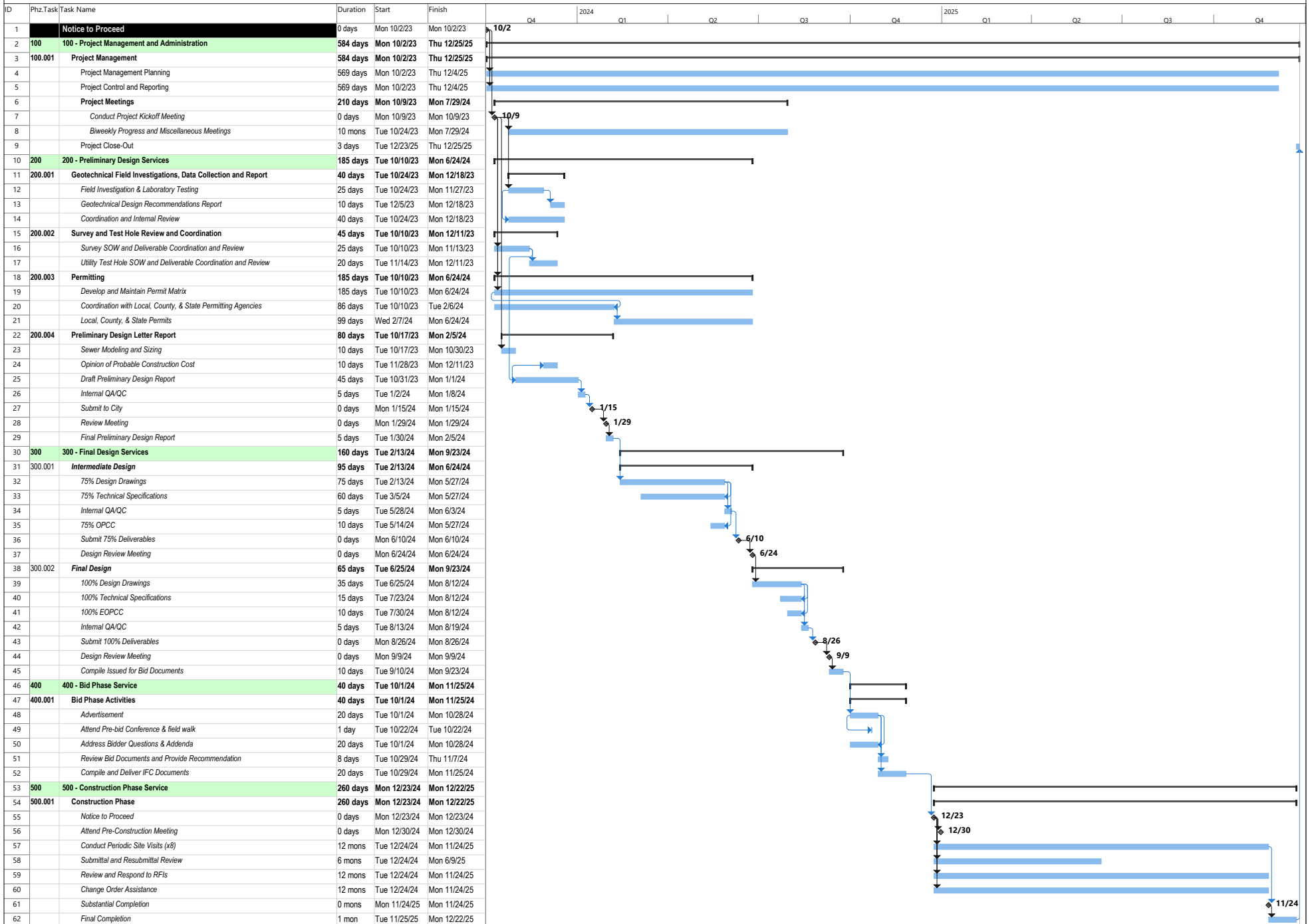
Pueblo, City Dept of Wastewtr (CO) – West Side Sewer Inceptor Upsizing																										
		Wilson, Chandler	Lambert, Kell A	Rossillon, Tina	Dunn, Haley	Davies, Robert M	Whitby, Patricia	Skousen, Benjamin	Stansbury, Brenda R	Agster, William P	Turner, Scott A	Whirly, Nathan S	Davidse, David	Kell, Kevin A			Lodging and Food	Other Travel	Reproduction		CTL Thompson					
Phase	Phase Description	PM	PA												Total Labor Hours	Total Labor Effort				Total ODCs	Hours	Cost	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
		\$235.00	\$130.00	\$215.00	\$150.00	\$235.00	\$175.00	\$215.00	\$215.00	\$235.00	\$220.00	\$215.00	\$205.00	\$235.00												
100	Project Management & A	106	80	26	28	0	2	0	0	0	0	8	0	24	274	52,810	0	0	0	0		0	0	0	0	52,810
001	PM Planning	48	24	0	0	0	0	0	0	0	0	8	0	12	92	18,940	0	0	0	0		0	0	0	0	18,940
002	Project Control & Reportin	24	48	0	0	0	0	0	0	0	0	0	0	12	84	14,700	0	0	0	0		0	0	0	0	14,700
003	Project Meetings	26	0	26	28	0	2	0	0	0	0	0	0	0	82	16,250	0	0	0	0		0	0	0	0	16,250
004	Project Close-Out	8	8	0	0	0	0	0	0	0	0	0	0	0	16	2,920	0	0	0	0		0	0	0	0	2,920
200	Preliminary Design Servi	36	6	60	133	18	50	8	80	2	12	4	96	0	505	97,640	100	380	50	530	20,000	20,000	20,530	22,530	120,170	
001	Geotech Field Invest. Data	4	0	6	20	2	0	0	0	0	0	0	0	0	32	5,700	50	190	0	240	20,000	20,000	20,240	22,240	27,940	
002	Survey Review & Test Hol	4	0	8	22	0	0	0	0	0	0	2	8	0	44	8,030	50	190	0	240		0	0	240	240	8,270
003	Permitting	6	0	8	24	0	0	0	80	0	0	0	0	0	118	23,930	0	0	0	0		0	0	0	0	23,930
004	Prelim. Design Report	22	6	38	67	16	50	8	0	2	12	2	88	0	311	59,980	0	0	50	50		0	0	50	50	60,030
300	Final Design Services	34	20	110	195	24	0	0	0	4	12	6	260	0	665	127,300	50	190	750	990		0	0	990	990	128,290
001	Intermediate Design	24	8	72	126	16	0	0	0	2	8	4	180	0	440	84,810	50	190	250	490		0	0	490	490	85,300
002	Final Design	10	12	38	69	8	0	0	0	2	4	2	80	0	225	42,490	0	0	500	500		0	0	500	500	42,990
400	Bid Phase Service	4	0	18	20	0	0	0	0	0	0	0	12	0	54	10,270	50	190	250	490		0	0	490	490	10,760
001	Bid Phase Service	4	0	18	20	0	0	0	0	0	0	0	12	0	54	10,270	50	190	250	490		0	0	490	490	10,760
500	Construction Phase Serv	48	0	72	244	0	0	0	0	0	0	0	48	0	412	73,200	1,000	3,800	200	5,000		0	0	5,000	5,000	78,200
001	In Person Attend.- Meeting	8	0	0	56	0	0	0	0	0	0	0	0	0	64	10,280	350	1,330	0	1,680		0	0	1,680	1,680	11,960
002	Virtual Attend. Wk Meeting	0	0	0	36	0	0	0	0	0	0	0	0	0	36	5,400	350	1,330	0	1,680		0	0	1,680	1,680	7,080
003	Periodic Site Visits	8	0	16	24	0	0	0	0	0	0	0	0	0	48	8,920	300	1,140	0	1,440		0	0	1,440	1,440	10,360
004	Sub.& Resub. Review	12	0	24	68	0	0	0	0	0	0	0	0	0	104	18,180	0	0	0	0		0	0	0	0	18,180
005	Review/Respond RFI	8	0	8	24	0	0	0	0	0	0	0	0	0	40	7,200	0	0	0	0		0	0	0	0	7,200
006	Monthly Payment Review	0	0	12	12	0	0	0	0	0	0	0	0	0	24	4,380	0	0	0	0		0	0	0	0	4,380
007	Change Order Assistance	8	0	8	0	0	0	0	0	0	0	0	0	0	16	3,600	0	0	0	0		0	0	0	0	3,600
008	Record Drawings	4	0	4	24	0	0	0	0	0	0	0	48	0	80	15,240	0	0	200	200		0	0	200	200	15,440
600	Supplemental Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15,000	0	15,000		0	0	15,000	15,000	15,000
****	Default Task	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15,000	0	15,000		0	0	15,000	15,000	15,000
700	Owner's Contingency	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10,000	0	10,000		0	0	10,000	10,000	10,000
****	Default Task	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10,000	0	10,000		0	0	10,000	10,000	10,000
GRAND TOTAL		228	106	286	620	42	52	8	80	6	24	18	416	24	1,910	361,220	1,200	29,560	1,250	32,010	20,000	20,000	52,010	54,010	415,230	

Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.

PROJECT SCHEDULE

City of Pueblo

West Side Sewer Upsize



SCHEDULE 4

Identification of Personnel, Subcontractors, and Task Responsibility

Expanded information from Proposer's Submittal dated August 1, 2023
Originally included in Fee Schedule

Staff Member Assignment for 23a-038 Design West Side Interceptor Upsize		
#	Project Staff Member	Assignment
1	Wilson, Chandler	Project Manager
2	Lambert, Keli A	Project Assistant
3	Rossillon, Tina	Civil Lead Engineer
4	Dunn, Haley	Civil Engineer
5	Davies, Robert M	Civil QA/QC
6	Whitby, Patricia	Collection System Modeler
7	Skousen, Benjamin	Collection System Modeler QA/QC
8	Stansbury, Brenda R	Permitting Support
9	Agster, William P	Cost Estimating QA/QC
10	Turner, Scott A	Cost Estimator
11	Whirty, Nathan S	Civil CAD QA/QC
12	Davidse, David	Civil CAD Lead
13	Keil, Kevin A	General QA/QC

SCHEDULE 5

Special Funding Requirements

Excerpt from Request for Proposal dated July 19, 2023, Section 9

9.1. Special Funding Contract Requirements

For use with FEMA, ARPA, SLFRF, and/or other state and federal grant funds and cooperative agreements.

A. Definitions

1. Agreement: For the purposes of this bid and/or project, agreement shall indicate a contract between City and Contractor.
2. Contractor: Awarded bidder, consultant, and/or engineer contracted or under agreement with the City for a specified duration or for specific project work.
3. Contract:: Any form of agreement, award, written contract, issued purchase order, purchase agreement, etc. as issued by the City as a result of a formal or informal bid, cooperative agreement, or other award as determined appropriate by the Purchasing Director and/or City Mayor and/or City Council.

B. Notice

1. The project(s) and contracts utilizing funds from a federally established fund, disaster relief program, state program, or other grant fund are subject to the sections contained herein and signature of the bid by the Contractor shall constitute Contractor's agreement to all terms within this bid, agreement, and/or contract.
2. Failure to adhere to all federal, FEMA, state, grant, and City project requirements may mean suspension or department by the City of Pueblo, the federal government, and other FEMA awarded projects (as per 2 CFR, Part 180, Implementing Executive Orders 12549 and 12689).
It is the Contractor's responsibility to adhere to any federal fund project requirements that may be revised, added, stipulated by the situation or federal fund advisor, etc. Additionally, Contractor must adhere to the terms of the grant award as applicable for each project, including all federal laws, executive orders, federal regulations, state oversight regulations, etc. Failure to adhere to these and all other project requirements may mean suspension or department (see section below).
3. As indicated in each Section, some clauses determined nonapplicable for this project may be removed.

9.2. Remedies

Applicable to all contracts/agreements in excess of \$250,000; 2 CFR, Part 200, Appendix II(A)

- A. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

- B. The City may withhold any amount that may be due Contractor as the City deems necessary to protect the City against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the City in procuring from third parties replacement products and services necessary to complete the project.
- C. City may deny payment for products not received and services not performed, or that due to Contractor's actions/inactions cannot be delivered/performed, or if they were delivered/performed and are reasonably of no value to the City, provided that any denial of payment shall be equal to the value of the City's obligations for products/services not delivered/performed.

9.3. Termination for Cause and Convenience

Applicable to all contracts/agreements in excess of \$10,000; 2 CFR, Part 200, Appendix II(B)

- A. Termination for Cause. Contractor's failure to perform or observe any covenant, condition, provision, or term of the contract shall constitute Contractor's default. In the event of Contractor's default, the City shall have the right to exercise its legal and equitable remedies as listed above and may immediately terminate the agreement upon written notice to Contractor.
- B. Termination for Convenience. City shall have the option, in its sole discretion, to terminate the contract at any time during the term for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination including date on which termination shall become effective.
- C. Within 30 days after specified termination, Contractor shall submit to City a final invoice for actual property shipped, received, and accepted and/or services (partial or in full) accepted as complete by the City's authorized representative. All invoices shall be pro-rated for exact amount of product received or work submitted. City shall not pay any additional costs for loss of work or contract, administrative or work costs after termination date, costs to subcontractors or subconsultants for loss of work, or any other conditions. The City's payment obligation under this Section shall survive termination of the contract.

9.4. Equal Employment Opportunity

This section is required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(C)

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, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - 1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 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, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. The Contractor will send 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 advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. 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.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through H 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

1. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

9.5. Clean Air Act and The Federal Water Pollution Control Act

Contracts in excess of \$150,000; 2 CFR, Part 200, Appendix II(G)

A. Clean Air Act:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.

B. Federal Water Pollution Control Act:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.

9.6. Debarment and Suspension

Required for all federal, state, grant, and cooperative agreement programs; 2 CFR, Part 200, Appendix II(H)

- A. This contract is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Contractor is required to verify that none of the Contractor, 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).
- B. The Contractor 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.

- C. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor 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.
- D. The bidder agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.7. Byrd Anti-lobbying Amendment

Award of \$100,00 or more; 2 CFR, Part 200, Appendix II(I)

Contractors must sign and submit to the City the Byrd Anti-lobbying Amendment Certification. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

9.8. Procurement of Recovered Materials

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(J)

- A. In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule.
 - 2. Meeting contract performance requirements.
 - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Contractor 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.

9.9. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Required for all federal grant and cooperative agreement programs used to purchase telecommunications and video surveillance services or equipment; 2 CFR, Part 200, Appendix II(K)

The Contractor 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.

9.10. Domestic Preferences for Procurement

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(L)

To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, Contractor and all of its subcontractors will to the greatest extent practicable under the Contract, 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 that Contractor may enter into.

9.11. Access to Records

This section from Recommended Contract Provision No. 1; Required for all City federally funded projects

- A. The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.

9.12. Changes

This section from Recommended Contract Provision No. 2; Required for all City federally funded projects

- A. The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.
- B. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and change still meets any funding submittal and expiration dates.

9.13. Department of Homeland Security Seal, Logo, and Flags

This section from Recommended Contract Provision No. 3; Required for all City federally funded projects

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal fund and or grant administrator approval.

9.14. Compliance with Federal Law, Regulations, and Executive Orders

This section from Recommended Contract Provision No. 4; Required for all City federally funded projects

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

9.15. No Obligation by Federal Government

This section from Recommended Contract Provision No. 5; Required for all City federally funded projects

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

9.16. Fraud and False or Fraudulent or Related Acts

This section from Recommended Contract Provision No. 6; Required for all City federally funded projects

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims or Statements) applies to the Contractor's actions pertaining to this contract.

ADDITIONAL INFORMATION FOR AGREEMENT

Signed Certification Regarding Byrd Anti-Lobbying

System for Award Management (SAM) Information

Certificate of Good Standing

Colorado PERA Questionnaire *

Affirmative Action Plan *

Insurance Certificates *

*Items requested from Proposer 9/18/2023 will be added to final
agreement prior to City signature.

SCHEDULE 5

CERTIFICATION REGARDING BYRD ANTI-LOBBYING

Award of \$100,00 or more; 2 CFR, Part 200, Appendix II(I)

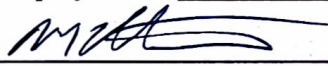
The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor signed below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False claims and Statements, apply to this certification and disclosure, if any.

Contractor Company Name: BROWN AND CROWELL

Signature:  Date: 8/11/2023

Printed Name/Title: MICHAEL J THORSTENSON, VICE PRESIDENT



BROWN AND CALDWELL

REVIEWED

By Christina Garcia at 8:43 am, Aug 15, 2023

Unique Entity ID KMZMQL18BLF1	CAGE / NCAGE 9X005	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Oct 7, 2023	
Physical Address 201 N Civic DRIVE, Suite 300 Walnut Creek, California 94596-3864 United States	Mailing Address 201 N Civic DR STE 300 Walnut Creek, California 94596-3864 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District California 11	State / Country of Incorporation California / United States	URL http://www.browncaldwell.com

Registration Dates

Activation Date Oct 11, 2022	Submission Date Oct 7, 2022	Initial Registration Date Apr 8, 2002
--	---------------------------------------	---

Entity Dates

Entity Start Date Apr 1, 1947	Fiscal Year End Close Date Sep 30
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
9X005

Points of Contact**Electronic Business**

♀
Maurene Carlson, Corporate Controller
1527 Cole BLVD.
Lakewood, Colorado 80401
United States

STEVE CELLINI
201 North Civic Drive
Suite 300
Walnut Creek, California 94596
United States

Government Business

♀
amy FAIRBANK, Chief Financial Officer
1527 Cole BLVD.
Suite 300
Lakewood, Colorado 80401
United States

MAURENE CARLSON, Director - Corporate Accounting
1527 Cole BLVD
Suite 300
Lakewood, Colorado 80401
United States

Past Performance

♀
LISA RICHARDSON
18200 Von Karman AVE.
Suite 400
Irvine, California 92612
United States

MAURENE CARLSON, Director - Corporate Accounting
1527 Cole BLVD
Suite 300
Lakewood, Colorado 80401
United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	511199	All Other Publishers
	511210	Software Publishers
	541511	Custom Computer Programming Services
	541512	Computer Systems Design Services
	541513	Computer Facilities Management Services
	541519	Other Computer Related Services
	541611	Administrative Management And General Management Consulting Services
	541618	Other Management Consulting Services
	541620	Environmental Consulting Services
	541690	Other Scientific And Technical Consulting Services
	562211	Hazardous Waste Treatment And Disposal
	562212	Solid Waste Landfill

562219

Other Nonhazardous Waste Treatment And Disposal

562910

Remediation Services

562998

All Other Miscellaneous Waste Management Services

811212

Computer And Office Machine Repair And Maintenance

Disaster Response

This entity does not appear in the disaster response registry.



- For this Record...
- Filing history and documents
 - Get a certificate of good standing
 - File a form
 - Subscribe to email notification
 - Unsubscribe from email notification
 - Subscribe to text notification
 - Unsubscribe from text notification

Summary

Business Home
Business Information
Business Search

FAQs, Glossary and Information

Details			
Name	BROWN AND CALDWELL, INC.		
Status	Good Standing	Formation date	03/20/1978
ID number	19871067502	Form	Foreign Corporation
Periodic report month	March	Jurisdiction	California
Principal office street address	201 North Civic Drive, Suite 300, Walnut Creek, CA 94596, US		
Principal office mailing address	201 North Civic Drive, Suite 300, Walnut Creek, CA 94596, US		

Registered Agent	
Name	Corporation Service Company
Street address	1900 W Littleton Blvd, Littleton, CO 80120, US
Mailing address	1900 W Littleton Blvd, Littleton, CO 80120, US

- [Filing history and documents](#)
- [Get a certificate of good standing](#)
- [Get certified copies of documents](#)
- [File a form](#)
- [Set up secure business filing](#)
- [Subscribe to email notification](#)
- [Unsubscribe from email notification](#)
- [Subscribe to text notification](#)
- [Unsubscribe from text notification](#)

Back

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

BROWN AND CALDWELL, INC.

is an entity formed or registered under the law of California , has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19871067502 .

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 09/15/2023 that have been posted, and by documents delivered to this office
electronically through 09/18/2023 @ 13:30:54 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 09/18/2023 @ 13:30:54 in accordance with applicable law.
This certificate is assigned Confirmation Number 15328864 .



Jena Griswold

Secretary of State of the State of Colorado

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

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



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: October 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$295,035 TO BROWN AND CALDWELL, INC., FOR PROJECT NO. 23A-039 DESIGN OF SANITARY SEWER EXTENSION AT NORTHERN AVENUE, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Engineering Services to Brown and Caldwell, Inc., for Project No. 23a-039 Design of Sanitary Sewer Extension at Northern Avenue.

PREVIOUS COUNCIL ACTION:

Resolution No. 14948 was passed by the City Council on July 25, 2022, allocating \$2,000,000.00 for the design and construction of the sanitary sewer main extension.

BACKGROUND:

The work to be performed under this proposed agreement will include the design of an extension of the sanitary sewer main running in the Northern Avenue (Colorado State Highway 78) right-of-way from Bandera Parkway to Surfwood Lane, a distance of approximately 2,500 linear feet. The sanitary sewer line will serve future development in multiple subdivisions including Jackson Ranch, Pueblo del Sol, and future development of other unsubdivided property in the vicinity.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$295,035.00 will be paid from account Project CI2113, ARPA Funds, Infrastructure - Sewer North.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will prevent the award of the Professional Services Agreement.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23a-039 Brown and Caldwell Sanitary Sewer Extension at Northern Ave

RESOLUTION NO. 15387

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$295,035 TO BROWN AND CALDWELL, INC., FOR PROJECT NO. 23A-039 DESIGN OF SANITARY SEWER EXTENSION AT NORTHERN AVENUE, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a proposal for Project No. 23a-039, Design of Sanitary Sewer Extension at Northern Avenue has been received and examined; and,

WHEREAS, the proposal of Brown and Caldwell, Inc., of Pueblo, Colorado was determined to be in the best interest of the City; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23a-039, Design of Sanitary Sewer Extension at Northern Avenue, to be performed, and a contract for said project is hereby awarded to Brown and Caldwell, Inc., a California Corporation, in the amount not to exceed \$295,035.00.

SECTION 2.

Funds for said Agreement shall be paid from account Project CI2113 - ARPA Funds, Infrastructure, Sewer - North.

SECTION 3.

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

SECTION 4.

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

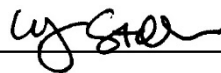
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
BY AND BETWEEN
CITY OF PUEBLO
AND
BROWN AND CALDWELL, INC.**

THIS AGREEMENT made and entered this _____ day of _____, 2023 by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner") and Brown and Caldwell, Inc., a California Corporation, 1697 Cole Boulevard, Golden, Colorado 80401, a professional engineering firm (hereinafter "Engineer") for Engineer to render certain professional engineering and related services for Owner in connection with Bid 23a-039 Design of Sanitary Sewer Extension at Northern Avenue, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL.

1.1 Engineer shall satisfactorily perform professional engineering and/or construction management] services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

- ☐ [n/a] - Study and Report Phase
- ☒ [x] - Preliminary Design (Schematic) Phase
- ☒ [x] - Final Design Phase
- ☒ [x] - Construction Documents for Bidding & Bidding Phase
- ☒ [x] - Engineer of Record for Construction

Upon completion of any phase, Engineer shall not proceed with work on the next phase, if any, until authorized in writing by Owner to proceed therewith.

Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical engineering, environmental, construction management and planning services as generally stated herein and as more specifically set forth in Schedule 1. Engineer shall also provide any landscape engineering, surveying and geotechnical services incident to its work on the Project.

1.2 In performing the professional services, Engineer shall complete the work items described in Schedule 1 – Scope of Services and as generally identified in Section 2 of this Agreement which are applicable to each phase for which Engineer is to render professional services. In the event of a conflict, the Scope of Services set forth in Schedule 1 shall prevail.

1.3 Professional engineering services (whether furnished directly or through a professional consultant subcontract) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to Owner and which shall be signed by and bear the seal of such registered engineer.

1.4 Surveying work included within this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.

1.5 Any engineer services provided under this Agreement shall be performed under the direction and supervision of an engineer licensed to practice engineering in the state of Colorado.

SECTION 2. ENGINEERING SERVICES.

2.1 Study and Report Phase. If Engineer is to provide professional services with respect to the Project during the Study and Report Phase, Engineer shall perform the following unless otherwise indicated in the attached Scope of Service (Schedule 1):

- (a) Consult with Owner to determine his requirements for the Project and review available data.
- (b) Advise Owner as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 2.2(c), and assist Owner in obtaining any such services.
- (c) Provide special analyses of Owner's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
- (d) Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.
- (e) Provide general economic analysis of Owner's requirements applicable to various alternatives.
- (f) Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to Owner, and setting forth Engineer's findings and recommendations with opinions of probable costs.
- (g) Furnish 3 (three) copies of the Report and present and review it in person with Owner.

2.2 Preliminary Design (Schematic) Phase. If Engineer is to provide professional services with respect to the Project during the Preliminary Design Phase, Engineer shall perform the following unless otherwise indicated in the attached Scope of Service (Schedule 1):

- (a) Consult with Owner and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study Report on the Project.
- (b) Prepare and submit to Owner preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.
- (c) Prepare and submit to Owner a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.
- (d) Provide written disclosure to Owner of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to Owner based thereon.
- (e) Prepare and submit to Owner a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.
- (f) Engineer shall furnish 3 (three) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.3 Final Design Phase. If Engineer is to provide professional services with respect to the Project during the Final Design Phase, Engineer shall perform the following unless otherwise indicated in the attached Scope of Service (Schedule 1):

(a) After consultation with the Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final Drawings showing the scope, extent and character of the work to be performed by contractors, and Specifications describing such work and the requirement therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Schedule 1, whichever is applicable. Engineer **shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.**

(b) Make reasonable revisions to the Drawings and Specifications requested by Owner, informing the Owner of any change in probable construction costs as a result of such revisions.

(c) Provide technical criteria, written descriptions and design data for Owner's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

(d) Based upon Engineer's professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages and finance costs, if any.

(e) Engineer shall furnish 3 (three) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.4 Construction Documents for Bidding & Bidding Phase. If Engineer is to provide professional services with respect to the Project during the Construction Documents & Bidding Phase, Engineer shall perform the following unless otherwise indicated in the attached Scope of Service (Schedule 1):

(a) Prepare and submit to Owner draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Engineer shall consider and incorporate, to the extent both advisable and feasible, owner's standard forms of agreement, warranty, payment and performance bonds, general conditions and selected specifications.

(b) After review and comment by Owner, prepare and submit all deliverables identified in Schedule 1 to this Agreement, final forms of contract agreement, general and special conditions, Drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify Drawings or Specifications or advise of changes. 3 (three) copies of these final bid documents shall be furnished to Owner. Unless otherwise specified in Schedule 1, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2013 or later version) format on electronic media.

(c) Make recommendations to Owner concerning the need for prequalification of equipment, vendors or bidders, and, if requested by Owner, incorporate prequalification requirements in final bid and construction contract documents.

(d) Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Engineer in writing to all plan holders.

(e) Consult with and make recommendations to Owner concerning: acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids and any other matter involved in consideration and review of bids and bidders upon which Owner may reasonably request Engineer's advice.

(f) Prepare and periodically update a Project Schedule for Owner's review and acceptance, which shall include the schedule for the performance of the Engineer's services and a construction schedule for the components of the work, including phasing of construction, and times for commencement and completion of the several construction contracts. In the Project Schedule, the Engineer shall coordinate and integrate the Engineer's services and the Owner's responsibilities with anticipated construction schedules, highlighting critical and long lead times.

(g) Provide recommendations and information to Owner regarding the allocation of responsibilities for safety programs among contractors.

(h) Advise the Owner on Engineer's recommended division of the Project construction work into individual categories or work and separate contracts, and make recommendations as required so that the work of the several contractors is coordinated, all responsibilities have been assigned to the appropriate contract, the likelihood of jurisdictional disputes has been minimized and proper coordination has been provided for phased construction.

2.5 Engineer of Record for Construction. If Engineer is to provide professional services with respect to the Project during the Construction Phase, after award by the Owner of a general contractor contracts for construction of the Project, Engineer shall perform the following unless otherwise indicated in the attached Scope of Service (Schedule 1):

I. Engineering Functions.

(a) Perform all duties and functions to be performed by Engineer under the terms of the construction contract.

(b) Visit the Project site, perform observations as to the progress and quality of the work and advise the Owner as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Schedule 1 - Scope of Services concerning the level of observation shall determine Engineer's obligation concerning level of observation.

(c) Make determinations as to whether the work is proceeding in general accordance and compliance with the construction contract documents.

(d) Promptly advise the Owner in writing of any observed omissions, substitutions, defects or deficiencies noted in the work of any contractor, subcontractor, supplier or vendor on the Project.

(e) Reject any work on the Project that does not conform to the contract documents.

(f) On request of the Owner, the construction contractor or any subcontractor on the Project, issue written interpretations as to the Drawings and Specifications and requirements of the construction work.

(g) Review shop drawings, samples, product data and other submittals of the contractor for general conformance with the design concept of Project and compliance with the Drawings, Specifications and all other contract documents, and indicate to Contractor and Owner with respect thereto, any exceptions noted, or modification or resubmittals required.

(h) Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the Owner for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Engineer's representation to Owner that he has made periodic observations of the Project during construction and that to the best of his knowledge, the work for which payment has been sought has been completed by Contractor in general accordance with the Drawings, Specifications and other contract documents.

(i) Subject to written concurrence by Owner, promptly render a written recommendation to Owner concerning all proposed substitutions of material and equipment.

(j) Draft, for Owner's consideration, and offer recommendations upon, all proposed change orders and contract modifications.

(k) On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the Owner any written guaranties, instructions manuals, as-built drawings, diagrams and charts required by the contract documents, and issuing a certificate of final completion of the Project.

(l) The Engineer shall, if so provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the Owner or Contractor, the Engineer shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Engineer shall be final and binding on the Contractor and Owner, unless the Director of the Wastewater Department of the Owner shall, within seven calendar days after receipt of the Engineer's interpretation or decision, file his written objections thereto with the Engineer and Contractor.

II. Construction Management Functions by Engineer.

(a) Perform all duties and functions specifically identified to be performed by the Construction Manager under the terms of the construction contracts, if any.

(b) Provide administrative, management and related services to coordinate scheduled activities and responsibilities of the construction contractors with each other and with the Owner and the Engineer, including monitoring agreed-upon budgets and the Project Schedule based upon the executed Contract Documents.

(c) Schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. Engineer shall prepare and promptly distribute minutes of the meetings to the Owner and Contractors.

(d) Update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of items requiring long lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. Engineer shall update the Project construction schedule as needed to show current conditions. If any update indicates that the previously approved Project construction schedule may not be met, Engineer shall recommend corrective action to Owner.

(e) Consistent with the various bidding and contract documents, coordinate the sequence of construction and assignment of space in areas where contractors are or will be performing work.

(f) Observe performance of the contractors and recommend courses of action to the Owner when requirements of any contract are not being fulfilled.

(g) Monitor the approved estimate of construction cost for the Project, and show actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with approved estimates. Advise the Owner of any variances between actual and estimated costs.

(h) Review the safety programs developed by each of the contractors solely for purpose of coordinating the safety programs with those of the other contractors. Engineer's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the contractors, subcontractors or others not directly employed by Engineer, including any health or safety programs and precautions required by such construction work. Engineer has no duty to inspect, observe, correct or report on health or safety deficiencies of the contractors.

(i) Schedule and coordinate the sequence of construction by and among the contractors in accordance with the contract documents and the latest approved Project construction schedule. Engineer's responsibility under this subsection shall not extend to direct control over or charge of the means, methods,

techniques, sequences and procedures of any contractor necessary for completing all portions of the construction work in accordance with the contract documents and any compliance with applicable laws and regulations.

(j) Maintain at the Project site for Owner one record copy of all contracts, plans, specifications, addenda, change orders, approved shop drawings, approved product data and approved submittals, and other documents in good order prepared in part on the basis of information compiled and furnished by others, and record drawings may not always represent the exact location, type of various components or exact manner in which Project was finally constructed, all of which shall be delivered to Owner upon completion of the Project or upon Owner's request. Engineer is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

2.6 Additional Responsibilities. This paragraph applies to all phases of Engineer's work.

(a) Engineer shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all of Engineer's work, including that performed by Engineer's consultants, and including designs, Drawings, Specifications, reports and other services, irrespective of Owner's approval or acquiescence in same. Engineer shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his work in breach of applicable standards of care.

(b) Engineer shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner to the extent caused by Engineer's negligent act or omission.

(c) Engineer's professional responsibility shall comply with the generally accepted standard of care applicable to the type of engineering and architectural and construction management services provided in effect at the time services are rendered and commensurate with the size, scope and nature of the Project.

(d) Engineer shall be completely responsible for the safety of Engineer's employees in the execution of work under this Agreement and shall provide all necessary safety equipment for said employees. Notwithstanding the foregoing, Engineer is not responsible for the health and safety duties of others, including compliance with health or safety programs and precautions.

(e) Engineer acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the Owner has a substantial interest in the personnel and consultants to whom Engineer assigns principal responsibility for services performed under this Agreement. Consequently, Engineer represents that Engineer has selected and intends to employ or assign the key personnel and consultants identified in Schedule 3 - "Identification of Personnel, Subcontractors and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, Owner shall have the right to object in writing to employment on the Project of any such key person, consultant or assignment of principal responsibility, in which case Engineer will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Engineer shall not assign or reassign Project work to any person to whom Owner has reasonable objection.

Within 5 days of execution of this Agreement, Engineer shall designate in writing a Project representative who shall have complete authority to bind Engineer, and to whom Owner should address communications.

(f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Engineer shall submit to Owner for approval a schedule showing the order in which Engineer proposes to accomplish his work, with dates on which he will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay Owner's timetable for achievement of interim tasks and final completion of Project work, provided however, the Engineer will not be responsible for delays beyond his control.

(g) Before undertaking any work which Engineer considers beyond or in addition to the scope of work and services which Engineer has contractually agreed to perform under the terms of this Agreement, Engineer shall advise Owner in writing (i) that Engineer considers the work beyond the scope of this

Agreement, (ii) the reasons the Engineer believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Engineer shall not proceed with such out of scope or additional work until authorized in writing by Owner. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Engineer shall be compensated for his direct costs and professional time at the rates set forth in Schedule 2 - "Fee Schedule".

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

(a) Designate a representative to whom all communications from Engineer shall be directed and who shall have limited administrative authority on behalf of Owner to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind Owner as to matters of legislative or fiscal policy.

(b) Advise Engineer of Owner's Project requirements including objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

(c) Provide Engineer with available information pertinent to the Project including any previous reports, studies or data possessed by Owner which relates to design or construction of the Project. Engineer shall rely on information provided without verification unless otherwise agreed to in Schedule 1. Owner shall notify of any known or potential health or safety hazards existing at or near the project site.

(d) Arrange for Engineer to have access to enter private and public property as required for Engineer to perform his services.

(e) Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by Engineer, and render written decisions pertaining thereto within a reasonable time. The Owner's approval of Drawings, design, Specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the professional adequacy of his work. The Owner's review, approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(f) Upon advice of the necessity to do so from Engineer, obtain required approvals and permits for the Project. The Engineer shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

(g) Notify Engineer whenever Owner becomes aware of any substantial development or occurrence which materially affects the scope or timing of Engineer's services.

(h) If Engineer's scope of work includes services during construction, Owner will approve acceptable draft language prepared by Engineer for inclusion in Owner's contract with the construction contractor which require the construction contractor to indemnify and hold harmless Engineer, its officers, employees, agents, and consultants against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

Owner will approve acceptable draft language prepared by Engineer for inclusion in Owner's contract with the construction contractor which require (a) the contractor to name Engineer, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or Owner's and Contractor's Protective policy (OCP), and any builder's risk, or other property insurance purchased by

Client or the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein; and (b) the contractor to furnish contractor's certificates of insurance evidencing that Engineer, its officers, employees, agents, and consultants are named as additional insureds on contractor's general liability and property insurance applicable to the Project. Contractor's policies shall be primary and any such insurance carried by the Engineer shall be excess and noncontributory. The certificates shall provide that Engineer be given 30 days' written notice prior to any cancellation thereof.

(i) Owner shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of Owner's internal organization and requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 45 days shall be presumed reasonable for Owner to act with respect to any matter involving policy or significant financial impact.

SECTION 4. TIME FOR PERFORMANCE.

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

SECTION 5. PAYMENT.

5.1 Owner will pay to Engineer as full compensation for all services required to be performed by Engineer under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed \$295,035.00 in the aggregate, and not to exceed those maximum amounts set forth in Schedule 2 - "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

5.2 Engineer shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted with appropriate documentation that such services have been performed and expenses incurred. Thereafter, Owner shall pay Engineer for the amount of the application within 30 days of the date of billing, provided that sufficient documentation has been furnished. With respect to construction phase services, Owner will not be required to pay more than 90% of the maximum amount unless the Engineer's services have been completed to Owner's reasonable satisfaction and all required Engineer submittals have been provided.

5.3 The rates of compensation for service and for reimbursable expenses to be used with periodic and final payment applications shall be those set forth in Schedule 2 - "Fee Schedule."

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

5.5 No compensation shall be paid to Engineer for services required and expenditures incurred in correcting Engineer's negligent errors or omissions.

5.6 Compensation for authorized work beyond the scope of this Agreement shall be governed by Paragraph 2.6(g).

SECTION 6. TERMINATION.

6.1 The Owner reserves the right to terminate this Agreement and Engineer's performance hereunder, at any time upon 10 days written notice, either for cause or for convenience. Upon such termination, Engineer shall cease all work and stop incurring expenses, and shall promptly deliver to the Owner all data, Drawings, Specifications, reports, estimates, calculations, summaries and all other information, and materials as Engineer may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.2 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer shall be paid at the rates specified in Schedule 2 - "Fee Schedule" for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Owner or Engineer. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in paragraph 5.1 and Schedule 2.

6.3 In the event termination of this Agreement or Engineer's services is for breach of this Agreement by Engineer, or for other fault of Engineer including but not limited to any failure to timely proceed with work, or to pay its employees and consultants, or to perform services with that level of care and skill ordinarily exercised by professional Engineers or to perform work in a manner deemed satisfactory by Owner's Director of Public Works, then in that event, Engineer's entire right to compensation shall be limited to payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

6.4 Engineer's professional responsibility for his completed work and services shall survive any termination.

SECTION 7. GENERAL PROVISIONS.

7.1 Ownership of Documents. All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Engineer in the performance of this Agreement ("Work Product") shall be the sole property of the Owner upon payment to Engineer therefore and the Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Engineer agrees that the Owner shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement. In the event Owner uses the designs, Drawings or Specifications provided hereunder for another project independent from Project, without adaptation by Engineer, Owner shall hold harmless and indemnify Engineer from all loss, claims, injury and judgments arising from the use of such designs, Drawings or Specifications for such other project. In no event shall Engineer publish its Work Product developed pursuant to this Agreement except (i) with advance, written consent of Owner, which consent may be granted or withheld in Owner's sole and absolute discretion and (ii) in full compliance with the requirements of this Agreement and applicable federal regulations.

7.2 Insurance and Indemnity.

(a) Engineer agrees that he has procured and will maintain during the term of this Agreement, such insurance as will protect him from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of his employees or of any person other than his employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b).

(b) The minimum insurance coverage which Engineer shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation insurance policy shall contain an endorsement waiving subrogation against the Owner.

(ii) Commercial General and Automobile Liability Insurance with limits not less than

One Million and No/100 Dollars (\$1,000,000.00) per occurrence for personal injury, including but not limited to death and bodily injury, and One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) for excess umbrella liability.

(iii) Professional Liability Insurance with coverage of not less than \$1,000,000.00 covering claims arising from the negligent acts, errors or omissions in the services performed by Engineer for Owner under this Agreement. This policy shall provide coverage for all professionals providing services under this Agreement by or through the Engineer, including coverage for Engineer's activities performed in both its engineering and construction manager capacities.

(c) Engineer agrees to hold harmless, defend and indemnify Owner from and against any liability to third parties, to the extent caused by the negligent acts, errors or omissions of Engineer, his employees, subcontractors and consultants.

7.3 Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Engineer by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the Owner, City of Pueblo Department of Public Works, Attention: Andrew Hayes, Director, 211 E. D Street, Pueblo, Colorado 81003, or to the Engineer, Brown and Caldwell, Inc., at the address listed above. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.4 Entire Agreement. This instrument contains the entire agreement between the Owner and the Engineer respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Engineer in relation thereto not expressly set forth in this instrument is null and void. In the event of any conflict between any provision of this Agreement and a provision of any Appendix or attachment to this Agreement, the provision in the Appendix or attachment shall control and supersede the conflicting provision in this Agreement.

7.5 Successors and Assigns. This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Engineer may be assigned by him without the written consent of the Owner. Notwithstanding the foregoing, if the authorized scope of work includes construction activities or the oversight of construction, Engineer may, at its discretion and upon notice to Owner, assign all of its contractual rights and obligations with respect to such activities or services to Brown and Caldwell Constructors, its wholly owned affiliate.

7.6 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representative of Engineer and by Owner's authorized representative.

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

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

7.9 Severability. If any provision of this Agreement, except for Section 2.6, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then as of the time of any such determination this entire Agreement shall be void and terminated pursuant to the provisions of Section 6, without waiving any claims or defenses

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

7.11 Force Majeure. Neither party shall be responsible for delays caused by circumstances beyond its reasonable control including but not limited to governmental action, statute, ordinance, rule or regulation, strike or other labor troubles, fire, acts of God, or other incidents outside of either party's control that makes performance or acceptance impossible or impractical. The Consultant shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control created from any force majeure event.

SECTION 8. DISPUTES.

8.1 Any unresolved dispute or disagreement between Engineer and Owner arising from or relating to this Agreement or Engineer's services or right to payment hereunder shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado.

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

9.1 Architect understands that Owner may be funding this project in whole or part with funds provided by the American Rescue Plan Act of 2021, Coronavirus State and Local Fiscal Recovery Funds (SLFRF Program). Architect agrees it is subject to and shall comply with all applicable provisions of Title 2 CFR Part 200 under which this Agreement has been made and other applicable regulations.

9.2 Architect shall comply with the attached Special Funding Contract Requirements, attached hereto and incorporated herein as Appendix A, and any/all other Federal, State, and local laws applicable to its activities.

9.3 All records with respect to any matters covered by this Agreement shall be available for inspection by Owner, the U.S. Treasury Department, or any other Federal or State fund auditing agencies regarding use of ARPA funds at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.

SECTION 10. APPENDICES.

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

Schedule 1 - Scope of Services and Attachments consisting of 21 pages

Schedule 2 - Fee Schedule consisting of 1 page

Schedule 3 - Work Schedule consisting of 1 page

Schedule 4 – Identification of Personnel and Task Responsibility consisting of 1 page

Schedule 5 – Special Funding Requirements consisting of 7 pages

SECTION 11. ACCESSIBILITY.

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Engineer therefore, will use his or her best reasonable professional efforts in accordance with applicable standards of care to implement applicable ADA requirements and other federal, state and local laws, rules codes, ordinances and regulations as they apply to the Project. Notwithstanding, unless otherwise specified in the Scope of Services, Owner shall have sole responsibility as between Client and Consultant for compliance with the Americans With Disabilities Act ("ADA") 42 U.S.C. 12101 et. Seq. and the related regulations.

SECTION 12. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986.

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

SECTION 13. PERA LIABILITY

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

SECTION 14. ELECTRONIC SIGNATURE

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

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

CITY OF PUEBLO, A MUNICIPAL
CORPORATION

BROWN AND CALDWELL, INC.

By _____
Naomi Hedden, Purchasing Director

By _____
Michael J. Thorstenson, P.E., Principal-In-Charge

Attest _____
Marisa Stoller, City Clerk

[S E A L]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM:

Robert P. Jagger, City Attorney

Attachments: Schedule 1 - Scope of Services
 Schedule 2 - Fee Schedule
 Schedule 3 – Work Schedule
 Schedule 4 – Identification of Personnel and Responsibilities
 Schedule 5 – Special Funding Requirements
 Additional Information for Agreement

SCHEDULE 1

Scope of Services

Excerpt from Request for Proposal dated July 19, 2023, Section 3.2
and Excerpt from Proposer's Submittal dated August 1, 2023, Pages 2 to 13

Note: Proposer's Submittal Pages 14 to 18 have been excluded.

Excerpt from Request for Proposal dated July 19, 2023, Section 3.2

Scope of Services should include all required project management and administration services, project management plan development, field data collection, surveying, subsurface utility engineering (SUE), facilitation of and attendance at project meetings, design quality control, and production of all necessary design deliverables (to include biddable plans and specifications and project cost estimates).

All designs shall be compliant with International Existing Building Code and local building codes as necessary for Structure, Mechanical, Electrical, and Plumbing.

A. Preliminary Design (Schematic) Phase. (0-60%)

1. Provide City with a basis of design report
2. Hold a kick-off meeting with appropriate City staff to discuss project approach and design criteria
3. Work with City stakeholders to collect information necessary to begin the design process
4. Collect field data and perform all surveying and subsurface utility engineering services necessary to required develop design deliverables
5. Include a preliminary construction cost estimate
6. Provide a 60% design review submittal and allow 14 days for review by City

B. Final Design Phase (60-100%)

1. Consultant shall prepare final design documents in electronic format to the City
2. Final design shall incorporate all required specifications for a complete and functional project in accordance with professional standards and ethics within the industry
3. Final design/plans shall include utility plan and profile drawings, specifications, right-of-way plans (if required to obtain additional right-of-way or temporary or permanent easements), necessary materials, and any other plan/detail required for a complete project
4. Final selection of materials shall be coordinated with City
5. Provide detailed construction cost estimate
6. Provide a 90% design review submittal and allow 14 days for review by City
7. Provide final construction documents described in Paragraph "C" below.

C. Construction Documents for Bidding

1. Consultant shall prepare construction documents including plans and specifications for bidding
2. Consultant shall prepare a final detailed construction cost estimate based on 100% (final) drawings
3. The final design must be stamped and shall be utilized for bidding, permitting, and construction of all renovation/remodel activities

4. Coordinate preparation of bid documents with Department of Public Works and Purchasing Department
5. Assist City departments with facilitation of any necessary meetings, addenda, etc.
6. Digital project files shall be provided in both PDF and native formats (AutoCAD, Word, Excel, etc) prior to release of final payment
7. All construction plans and specifications shall comply with City of Pueblo Standard Construction Specifications and Standard Details, as applicable.

D. Bidding Phase

1. Consultant shall assist the City as needed during the bidding phase.
2. The City will develop bidding materials including the Invitation to Bid documents, instructions to bidders, other necessary forms, and supplements required by the City as necessary to ensure that prospective bidders are fully informed regarding the construction and materials requirements
3. Participate in a pre-bid meeting and walkthrough on site with interested contractors; interpret and clarify contract documents for bidders
4. During the bidding period, the selected Consultant will assist the City with requests for information from bidders and coordinate with the City for responses and required modifications
5. Note: Any approved modifications to the bidding documents will be issued by Addendum by the City. The Consultant shall prepare any required modifications to drawings or specifications or any supplemental/clarifying drawings that may be needed during the bidding process.

E. Engineer of Record for Construction

1. Provide all customary services for Post Construction Award Services (PCAS) during construction
2. Attend Pre-Construction Meeting with Contractor and Department of Public Works
3. Respond to requests for information from Contractor, review Contractor submittals, and review Contractor applications for payment
4. Review and approval of contractor submittals and shop drawings
5. The City does not expect the scope of the construction to warrant a continuous on-site presence; however, the selected firm should plan a minimum of weekly project progress meetings with the City and Contractor. Attendance at weekly construction meetings may periodically be held virtually; however, in-person attendance may be required upon request.
6. Additional meetings and/or site visits shall be requested by the Department of Public Works or Contractor on an as needed basis to review work progress
7. Verify as-built drawings at end of the project and notate all approved field changes. As-built documents must be electronically updated in AutoCAD by the Consultant.
8. Final as-built drawings shall be issued to the City in electronic form (AutoCAD) for use on future projects subject to release of liability.

Project Overview

The City of Pueblo (City) Public Works Department has requested Brown and Caldwell (Engineer) provide design, bid, and construction phase services for approximately 2,500 linear feet of new 21-inch sanitary sewer main and associated sewer manholes. The project is located in the southwest portion of the City along and within the Northern Avenue/State Highway 78 (SH 78) right-of-way between Bandera Parkway and Surfwood Lane. A future sewer main connection is planned at Bandera Parkway and a connection to the existing sanitary sewer at Surfwood Lane.



Figure 1. Project Location Map

This document describes BC's scope of engineering design, bid and construction phase services for this work.

The design work will be divided into two parts, preliminary and final design. Preliminary design will include the following:

- Conduct topographical survey and utility test holing.
- Identify necessary permits for the project and develop a permitting matrix to include a list of agencies/stakeholders, approach and constraints to obtaining permits, and an implementation schedule related to the project. BC will include applicable permit requirements into the construction contract documents. With assistance of the COP, BC will review requirements with the permitting agencies and draft related permit forms. When required, BC will provide permit forms to COP for execution. Anticipated permits include:

-
- Colorado Department of Transportation Utilities & Special Use Permit
 - Develop Preliminary Design Report (PDR) detailing sewer design requirements, design recommendations, anticipated permits, and provide Class V cost estimate.

Final design will include the development of a final design package as follows:

- Design of approximately 2,500 linear feet of new 21-inch sanitary sewer main and associated sewer manholes from Bandera Parkway and Surfwood Lane within Northern Avenue right-of-way.

Bid and construction phase services are provided herein.

This work includes the following phases:

Phase 100 – Project Management and Administration

Phase 200 – Preliminary Design Services

Phase 300 – Final Design Services

Phase 400 – Bid Phase Services

Phase 500 – Construction Phase Services

Phase 600 – Supplemental Services

Phase 700 – Owner's Contingency

Three attachments are also included with this Scope of Services:

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

Schedule 2 – Project Fee

Schedule 3 – Project Schedule

Schedule

Project duration through completion of Final Design is approximately 9-months following notice to proceed.

City of Pueblo Responsibilities

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

- Existing drawings (PDF and CADD)
- Existing topographic survey data
- Existing geotechnical information/reports
- Existing environmental evaluations/reports
- Knowledgeable staff who can answer BC questions and respond to allow schedule timelines.
- Provide payment for permit applications.
- Provide project site access to BC and their subconsultants.
- Provide COP sewer design standards.

Phase 100 – Project Management and Administration

Objectives

Project management includes overall tracking and coordination of the project activities. It also includes quality control activities.

Project Management and Administration includes the following tasks and activities:

- Project Management Planning
- Project Control (budget tracking) and Reporting
- Project Meetings
- Project Closeout

1.1 Project Management Planning

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

- Scope of work and work breakdown structure
- Project schedule and updates.
- Communications plan
- Risk management plan
- Quality management plan
- Change management process
- Health and safety plan

1.2 Project Control and Reporting

Monthly invoices (assumed 18-month project duration) will be prepared and submitted to the COP on months when work is completed format.

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

1.3 Project Meetings

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

This task includes:

- Project Kickoff Meeting
- Design Progress Meetings (assume 30-minute bimonthly, virtual meetings for duration of design phase). Meetings will be attended by BC Project Manager, Civil Design Lead and Project Engineer.

1.4 Project Close-Out

During project close-out, BC will resolve final invoices, consolidate, and archive project files.

1.5 Deliverables

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

- Invoices, with update summaries
- Meeting agendas, presentation materials, and minutes

Phase 200 –Preliminary Design Services

Objectives

This phase provides the background studies and engineering analyses to allow the design to progress. As part of this project BC will provide engineering for the following services:

- Collect topographic survey data and conduct utility test hole investigations.
- Provide sewer design requirements and recommendations, and engineering cost estimate.
- Identify permit requirements, coordinate with permit agencies, develop and submit permits required for design.

2.1 Topographic Survey and Utility Test Holes

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

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

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

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

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

Utility Test Holes will be provided as part of the survey subconsultants work. Engineer will develop utility test hole plan based on utility data provided by surveyor. Utility test hole subconsultant will perform SUE Level A locates of existing utilities that will be crossed by the proposed construction to determine location, elevation, size, material, and alignment. Provided for this scope of work is the following:

- Ten (10) utility test holes outside of paved surfaces
- Five (5) utility test holes within paved surfaces

If the alignment requires more utility test holes than the amount set in this scope, additional scope and fee can be included through Phase 600, Phase 700 or amendment.

2.2 Permitting

Permitting through local, county and state agencies are anticipated for design locations associated with this scope of work. BC will provide coordination and assistance with the permitting planning and design-

phase coordination of permits and evaluations only for the design location associated with the services provided herein. Activity under this task will be initiated in preliminary design and continue through final design.

This task includes the following activities:

- Conduct regulatory analysis and prepare a Permitting Matrix that identifies permits, licenses, agreements, and similar approvals required for design and construction of the Project.
- BC will provide services to assist COP with necessary permitting as required by the sewerline work associated with this scope of services only. Such permitting may consist of working with local, county and state agencies. Necessary permits for this work may include permits through the Colorado Department of Health and Environment (CDPHE), Pueblo County, City of Pueblo, and Colorado Department of Transportation.
- BC will coordinate the design documents to include permit requirements and a list of permits required to be obtained by the Contractor will be referenced in the specifications.

Task Assumptions

- No geotechnical information will be collected for this project.
- No modeling of sewer is required. Sewer diameter shall be 21-inch.
- No permitting through federal agencies (i.e. USACE, USFWS) is included in this scope of work that includes any associated services (desktop or field) for threatened & endangered species, historical or cultural resources, migratory birds, ESA-listed species, wetlands delineation. Additional scope and fees will be required for this work if it is determined to be necessary.
- CDPHE stormwater and dewatering permits shall be the responsibility of the selected contractor. BC is not providing permit support for these State permits.

2.3 Preliminary Design Report

The Preliminary Design Report (PDR) is a narrative description of the design criteria and installation solutions along with final recommendations used in the subsequent design document development, within following phases, to meet the COP's project requirements and objectives. The PDR will include the following:

- Identification of technical assumptions made, site requirements, and technical design criteria for use in Final Design.
- Permitting matrix to identify necessary permits to be completed during Final Design.
- Preliminary plan and profile drawings.
- Expected drawing sheet index and construction specifications table of contents.
- Opinion of probable construction cost (OPCC)
 - A Class IV (-30% to +50%) Opinion of Probable Construction Cost (OPCC) will be compiled based on the preliminary design completion level. The OPCC will include a suitable level of contingencies.

Site Visits

Two (2) site visits are included during this phase. One (1) site visit to coordinate with survey subcontractor and one (1) to coordinate with utility test holing subcontractor to surveyor.

Workshop

The Engineer will organize and attend one (1) Workshop Review Meeting with COP personnel as part of the Preliminary Design Report draft deliverable. The workshop is for the following:

- Draft PDR submittal - A workshop will be held following the draft PDR submittal and sufficient review period (10 business days) by the COP. The purpose of the meeting is to review and resolve comments related to the PDR. This meeting is expected to last up to 2 hours and be held virtually in a Teams Meeting. Attendees include the civil design lead, project manager, and project engineer.

Deliverables

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

- Preliminary Design - Letter Report submittal – Electronic copy

Phase 300 – Final Design Services

3.1 Design Development Review (75%)

The 75 percent design effort will proceed following the COP's approval of the Preliminary Design Report submittal and the associated workshop.

Objectives

Provide 75 percent level design drawings and technical specifications (applicable Divisions 1 through 50), in support of recommendations adopted during preliminary design. Additionally, prepare and coordinate submission of necessary permits.

Activities

The following items will be provided as part of the 75 percent final design package:

- Plan and profile drawing set. BC will provide to the COP an electronic (PDF) copy of this deliverable prior to Workshop. Includes cover, general, miscellaneous and detail sheets.
- Technical specifications (BC Format) – provided electronic only, prior to Workshop. Front end documents to be provided by the COP.
- Grading, erosion, and sediment control (GESC) drawings. BC will provide to the COP an electronic (PDF) copy of this deliverable prior to Workshop.
- Opinion of Probable Construction Cost - Class III (–20% to +30%)

75 Percent Design Review Workshop: The Engineer will organize and attend one (1) workshop review meeting with COP to review the submittal. The workshop will be held following the draft 75 percent submittal and City review period (10 working days). This meeting is expected to last up to 2 hours and be attended by the civil design lead, project manager, and project engineer.

3.2 100 Percent Design

Following the 75 Percent Design Review Workshop, the 100 percent design effort will commence.

Objectives

- Comments generated from COPs review of 75 percent deliverable and Design Review Workshop will be addressed.
- Complete Final design and provide issued for bid documents.

Activities

The following items will be provided as part of the 100 percent final design package:

- Complete plan and profile drawing set. BC will provide to the COP an electronic (PDF and AutoCAD formats) copy of this deliverable.
- Technical specifications (BC Format) – provided electronic only (PDF and Word formats). Front end documents to be provided by the COP.
- Complete grading, erosion, and sediment control (GESD) drawings. BC will provide to the COP an electronic (PDF and AutoCAD formats) copy of this deliverable.
- Opinion of Probable Construction Cost - Class II (-15% to +20%)

100 Percent Design Review Workshop: The Engineer will organize and attend one (1) workshop review meeting with COP to review the submittal. The workshop will be held following the draft 100 percent submittal and City review period (10 working days). This meeting is expected to last up to 2 hours and be attended by the civil design lead, project manager, and project engineer.

Engineer will incorporate changes from the 100 Percent Design Review Workshop to compile Issue for Bid documents.

Phase 400 – Bid Phase Services

Objectives

Bid phase services includes the following tasks:

- Addressing bidder questions.
- Develop addenda.
- Attendance at pre-bid conference and site walk.
- Review bids and provide recommendation.
- Compile and Deliver Issued for Construction Documents.

Activities

Bid Solicitation

BC will assist the City of Pueblo in advertising for bids from construction contractors to construct the proposed project by providing an appropriate advertisement for City use. (It is anticipated that the City will cover publication costs required as part of the bidding process.)

Attendance at Pre-Bid Conference

BC will attend and provide support to City at the Pre-Bid Conference and attend site walk following the meeting. It is assumed the City will be leading the Pre-Bid Conference.

Bidding Documents

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

Bidder Questions

Answer questions of prospective bidders during the advertisement and bidding period. This includes modifying the questions into a format suitable for inclusion in addendum.

Addenda

Prepare not more than two addenda, as required, to modify or amend the bidding documents as appropriate during the bidding period. City shall be responsible for distributing addenda.

Bid Opening

Bids will be received by the City of Pueblo. BC will not attend the bid opening.

Bidder Evaluation

Review the submitted bids. Brown and Caldwell will assist the City of Pueblo in summarizing results of the review and making a recommendation regarding acceptance of the bid and award of the contract.

Issued for Construction (IFC) Drawings

- Incorporate changes made by addenda and produce a final set of IFC contract documents. Issued for Construction Drawings are to be stamped by a BC Colorado licensed Professional Engineer.

Phase 500 - Construction Phase Services

Objectives

Bid phase services includes the following tasks:

- Attend pre-construction meeting (in-person)
- Attend construction progress meetings (virtual)
- Conduct periodic site visits.
- Material submittal (and resubmittal) review
- Review and respond to RFIs.
- Pay Application Assistance
- Change Order Assistance
- Record Drawings

Activities

Meetings and On-Site Services

On-site services during construction phase will include attendance at the pre-construction meeting, attendance of up to two (2) construction progress meetings (construction observation performed in conjunction with the progress meetings).

Virtual attendance at weekly construction progress meetings will be included when not attending in-person. Virtual attendance for up to twenty (20) 1-hour construction progress meetings is included. Meetings will be attended by one (1) BC representative.

An additional two (2) site visits are added to this to be used at the request of the City or as needed to support project. It is assumed that a total of no more than four (4) trips to the site will be required (budgeted 8 hours for one person per visit.)

Shop Drawing Submittals

Review shop drawings submitted by the Contractor to assess the conformance of equipment proposed by the Contractor with the design intent of the contract documents and indicate to the Contractor the acceptability of such equipment. It is assumed that Twenty (20) shop drawings will be reviewed by the Engineer. BC assumes no more than (2) reviews per shop drawing submittal. A total of three (3) hours has been budgeted for review of the initial shop drawing submittal and one (1) hours for review of re-submittals. It is assumed half of initial shop drawings will require resubmittal. BC will maintain a shop drawing submittal log.

Requests for Information

Respond up to four (4) Requests for Information (RFI) submitted by the construction contractor to help clarify the intent of the contract documents. Forty hours (16) hours have been allotted for this task. BC will maintain an RFI log.

Progress Payment Review

Contractor progress payment review will be provided at one (1) per month for up to six (6) months.

Change Orders

Provide assistance, where applicable, on reviewing up to one (1) proposed change orders. Assistance can be in the form of collaboration, coordination, and minor design alterations.

Record Drawings

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

Phase 600 – Supplemental Services (Optional Work)

While the following tasks are not expected to be necessary as part of this scope execution, if desired or beneficial to the project, they can be added as additional/supplemental services. Upon written authorization by COP and mutual agreement on scope and fee, BC shall provide these supplemental services as needed for the Design phases of this Project. Supplemental services may include, but not be limited to, any of the following:

6.1 Geotechnical Soil Borings, Testing and Geotechnical Design Report.

Geotechnical data is not required for design of the sewer but may aid in development of bids by contractors. Additional effort for collection of up to (two) soil borings, testing of soil for standard parameters, and development of geotechnical design report.

6.2 Federal Permitting and Related Environmental Work.

Additional work for federal permitting for USACE, USFWS, etc. and associated desktop analysis and field surveys.

6.3 Water Quality Sampling and Related State Permitting Support.

Additional effort for groundwater quality sampling and testing. Coordination with State associated with groundwater discharge permit requirements.

6.4 Unexpected Subsurface Conditions.

Additional design effort to account for unexpected subsurface conditions. May include additional geotechnical investigations as needed.

Phase 700 – Owner's Contingency (Optional Work)

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

Project Assumptions and Limitations

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

- The Scope of Services provided in Schedule 1 is a complete description of BC's responsibilities. Services indicated in Section 2 of the Agreement with COP not explicitly indicated in Schedule 1 are excluded for this Scope of Services.
- COP acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Such influences may not be precisely forecasted and are beyond the control of BC and that actual costs incurred may vary substantially from the estimates prepared. BC does not warrant or guarantee the accuracy of construction or development cost estimates.
- Geotechnical data and recommendations are not provided by BC for this project.
- BC assumes COP and/or CDOT will provide any access/right-of-entry to conduct survey and utility test holing.
- BC assumes project is to be designed and constructed via the open-cut method. Scope excludes tunneling design, or other trenchless installation method, and associated efforts. Should the project require a trenchless installation, a scope and fee can be developed to provide a trenchless installation design for the sewer.
- The Preliminary Design Report and other deliverables will be revised once each, pursuant to the COP's comments and suggestions.
- BC assumes there is adequate right-of-way and/or permanent and temporary access/construction easements for construction activity related to sewer installation. If additional easement (temporary or permanent) to install the sewer, it shall be the responsibility of the City to obtain.
- No sewer service lateral connections are required as part of this project.
- A design review comment/resolution log will be maintained to capture formally submitted or documented COP comments. Changes resulting from comments will be incorporated to the design documents; however, design will proceed without resubmittal of each design milestone deliverable. The comment log will capture the resolution to each comment and BC will document acceptance from the COP to each item logged and resolved.
- Design drawing format will be 2D in AutoCAD, based upon COP drawing standards, supplemented by BC standards, as required.
- Deliverables will be submitted in electronic PDF format for COP use. No hard copy deliverables are provided. Electronic deliverable formats will be limited to PDF, AutoCAD, MS Word and MS Excel. BC will not provide other electronic formats or any other proprietary or licensed software for use by the COP. No software will be specifically written for this project. Final design phase will not commence until all decisions are final and COP approves the Preliminary Design Report.
- The anticipated project delivery method is conventional design-bid-build.
- No prepurchase of materials or equipment is expected.
- Restoration of site to include seeding and grading. Landscaping or irrigation system is not included.
- Design will be based on federal, state and local codes and standards in effect on the date of the notice to proceed. Any changes to these codes may necessitate a change in scope.

-
- Investigation and remediation of possible hazardous waste, asbestos, lead paint or other types of contamination is not anticipated to be required. If evidence is observed in the field or other information becomes available to warrant investigations, these can be added as additional services.

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

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

D.1.01 Resident Project Representative

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

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

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

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

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

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

10. *Records*

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

11. *Reports*

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

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

12. *Payment Requests*

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

13. *Certificates, Operation and Maintenance Manuals*

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

14. *Completion*

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

D. Resident Project Representative shall not:

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

SCHEDULE 2

Fee Schedule

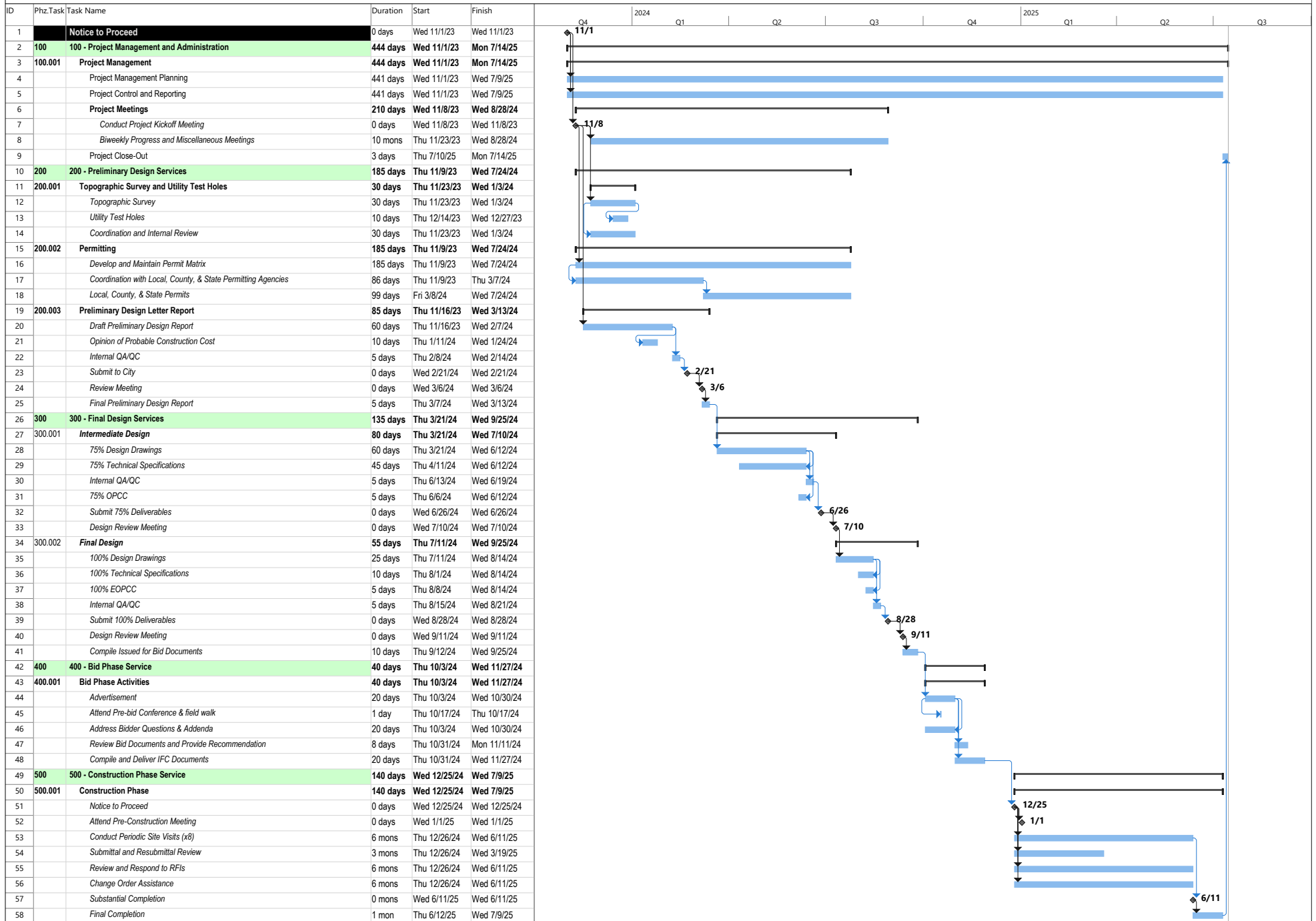
Excerpt from Proposer’s Submittal dated August 1, 2023, Page 21

Pueblo, City Dept of Wastewtr (CO) -- Sanitary Sewer Extension at Nothern Ave																								
		Wilson, Chandler	Lambert, Kel A	Rossillon, Tina	Dunn, Haley	Davies, Robert M	Agster, William P	Turner, Scott A	Whirty, Nathan S	Davidse, David	Keil, Kevin A			Other - 1	Lodging and Food	Other Travel	Reproduction		Manhard Consulting					
Phase	Phase Description	PM	PA									Total Labor Hours	Total Labor Effort					Total ODCs	Hours	Cost	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
		\$235.00	\$130.00	\$215.00	\$150.00	\$235.00	\$235.00	\$220.00	\$215.00	\$205.00	\$235.00													
100	Project Management & A	82	62	20	21	0	0	0	4	0	16	205	39,400	0	0	0	0	0		0	0	0	0	39,400
001	PM Planning	36	18	0	0	0	0	0	4	0	8	66	13,540	0	0	0	0	0		0	0	0	0	13,540
002	Project Control & Reporting	18	36	0	0	0	0	0	0	0	8	62	10,790	0	0	0	0	0		0	0	0	0	10,790
003	Project Meetings	20	0	20	21	0	0	0	0	0	0	61	12,150	0	0	0	0	0		0	0	0	0	12,150
004	Project Close-Out	8	8	0	0	0	0	0	0	0	0	16	2,920	0	0	0	0	0		0	0	0	0	2,920
200	Preliminary Design Servi	20	10	36	98	12	2	8	4	66	0	256	47,880	0	100	380	50	530		33,300	33,300	33,830	37,160	85,040
001	Tophographic Surv.& Utili.	4	4	8	30	0	0	0	2	2	0	50	8,520	0	100	380	0	480		33,300	33,300	33,780	37,110	45,630
002	Permitting	4	0	4	20	0	0	0	0	4	0	32	5,620	0	0	0	0	0		0	0	0	0	5,620
003	Prelim. Design Report	12	6	24	48	12	2	8	2	60	0	174	33,740	0	0	0	50	50		0	0	50	50	33,790
300	Final Design Services	32	6	72	112	16	3	8	6	184	0	439	85,815	0	50	190	750	990		0	0	990	990	86,805
001	Intermediate Design	18	4	48	66	8	1	4	4	128	0	281	55,065	0	50	190	250	490		0	0	490	490	55,555
002	Final Design	14	2	24	46	8	2	4	2	56	0	158	30,750	0	0	0	500	500		0	0	500	500	31,250
400	Bid Phase Service	4	0	18	20	0	0	0	0	12	0	54	10,270	0	50	190	250	490		0	0	490	490	10,760
001	Attend Prebid Conf. Site W	0	0	8	8	0	0	0	0	0	0	16	2,920	0	50	190	0	240		0	0	240	240	3,160
002	Address Bidder Questions	0	0	8	4	0	0	0	0	0	0	12	2,320	0	0	0	0	0		0	0	0	0	2,320
003	Develop Addenda	0	0	2	4	0	0	0	0	8	0	14	2,670	0	0	0	0	0		0	0	0	0	2,670
004	Review Bid Doc. & Prov. R	2	0	0	2	0	0	0	0	0	0	4	770	0	0	0	0	0		0	0	0	0	770
005	Compile & Deliver IFC Doc	2	0	0	2	0	0	0	0	4	0	8	1,590	0	0	0	250	250		0	0	250	250	1,840
500	Construction Phase Serv	32	0	50	112	0	0	0	0	32	0	226	41,630	0	250	950	200	1,400		0	0	1,400	1,400	43,030
001	In Person Attend.- Meeting	8	0	8	16	0	0	0	0	0	0	32	6,000	0	150	570	0	720		0	0	720	720	6,720
002	Virtual Attend. Wk Meeting	0	0	0	20	0	0	0	0	0	0	20	3,000	0	0	0	0	0		0	0	0	0	3,000
003	Periodic Site Visits	0	0	8	8	0	0	0	0	0	0	16	2,920	0	100	380	0	480		0	0	480	480	3,400
004	Sub.& Resub. Review	12	0	16	42	0	0	0	0	0	0	70	12,560	0	0	0	0	0		0	0	0	0	12,560
005	Review/Respond RFI	4	0	4	8	0	0	0	0	0	0	16	3,000	0	0	0	0	0		0	0	0	0	3,000
006	Monthly Payment Review	0	0	6	6	0	0	0	0	0	0	12	2,190	0	0	0	0	0		0	0	0	0	2,190
007	Change Order Assistance	4	0	4	0	0	0	0	0	0	0	8	1,800	0	0	0	0	0		0	0	0	0	1,800
008	Record Drawings	4	0	4	12	0	0	0	0	32	0	52	10,160	0	0	0	200	200		0	0	200	200	10,360
600	Supplemental Services	0	0	0	0	0	0	0	0	0	0	0	0	15,000	0	0	0	15,000		0	0	15,000	15,000	15,000
****	Default Task	0	0	0	0	0	0	0	0	0	0	0	0	15,000	0	0	0	15,000		0	0	15,000	15,000	15,000
700	Owner's Contingency	0	0	0	0	0	0	0	0	0	0	0	0	15,000	0	0	0	15,000		0	0	15,000	15,000	15,000
****	Default Task	0	0	0	0	0	0	0	0	0	0	0	0	15,000	0	0	0	15,000		0	0	15,000	15,000	15,000
GRAND TOTAL		170	78	196	363	28	5	16	14	294	16	1,180	224,995	30,000	450	1,710	1,250	33,410		33,300	33,300	66,710	70,040	295,035
Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.																								

PROJECT SCHEDULE

City of Pueblo

Sanitary Sewer Extension at Northern Avenue



SCHEDULE 4

Identification of Personnel, Subcontractors, and Task Responsibility

Expanded information from Proposer's Submittal dated August 1, 2023
Originally included in Fee Schedule

Staff Member Assignment for 23a-039 Design of Sanitary Sewerline Extension at Northern Avenue		
#	Project Staff Member	Assignment
1	Wilson, Chandler	Project Manager
2	Lambert, Keli A	Project Assistant
3	Rossillon, Tina	Lead Civil Engineer
4	Dunn, Haley	Civil Engineer
5	Davies, Robert M	Civil QA/QC
6	Agster, William P	Cost Estimating QA/QC
7	Turner, Scott A	Cost Estimating
8	Whirty, Nathan S	Civil CAD QA/QC
9	Davidse, David	Civil CAD Lead
10	Keil, Kevin A	General QA/QC

SCHEDULE 5

ARPA Funding Federal Clauses

Excerpt from Request for Proposal dated July 19, 2023, Section 9

9.1. Special Funding Contract Requirements

For use with FEMA, ARPA, SLFRF, and/or other state and federal grant funds and cooperative agreements.

This bid attachment shall be added to all City bid projects with the potential utilization of federal or state fund projects (including projects utilizing FEMA, ARPA, SLFRF, or grant funds). The following clauses mirror the Federal Required Contract Provisions available at www.fema.gov/procurement-disaster-assistance-team.

A. Definitions

1. Agreement: For the purposes of this bid and/or project, agreement shall indicate a contract between City and Contractor.
2. Contractor: Awarded bidder, consultant, and/or engineer contracted or under agreement with the City for a specified duration or for specific project work.
3. Contract:: Any form of agreement, award, written contract, issued purchase order, purchase agreement, etc. as issued by the City as a result of a formal or informal bid, cooperative agreement, or other award as determined appropriate by the Purchasing Director and/or City Mayor and/or City Council.

B. Notice

1. The project(s) and contracts utilizing funds from a federally established fund, disaster relief program, state program, or other grant fund are subject to the sections contained herein and signature of the bid by the Contractor shall constitute Contractor's agreement to all terms within this bid, agreement, and/or contract.
2. Failure to adhere to all federal, FEMA, state, grant, and City project requirements may mean suspension or department by the City of Pueblo, the federal government, and other FEMA awarded projects (as per 2 CFR, Part 180, Implementing Executive Orders 12549 and 12689). It is the Contractor's responsibility to adhere to any federal fund project requirements that may be revised, added, stipulated by the situation or federal fund advisor, etc. Additionally, Contractor must adhere to the terms of the grant award as applicable for each project, including all federal laws, executive orders, federal regulations, state oversight regulations, etc. Failure to adhere to these and all other project requirements may mean suspension or department (see section below).
3. As indicated in each Section, some clauses determined nonapplicable for this project may be removed.

9.2. Remedies

Applicable to all contracts/agreements in excess of \$250,000; 2 CFR, Part 200, Appendix II(A)

- A. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.
- B. The City may withhold any amount that may be due Contractor as the City deems necessary to protect the City against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the City in procuring from third parties replacement products and services necessary to complete the project.
- C. City may deny payment for products not received and services not performed, or that due to Contractor's actions/inactions cannot be delivered/performed, or if they were delivered/performed and are reasonably of no value to the City, provided that any denial of payment shall be equal to the value of the City's obligations for products/services not delivered/performed.

9.3. Termination for Cause and Convenience

Applicable to all contracts/agreements in excess of \$10,000; 2 CFR, Part 200, Appendix II(B)

- A. Termination for Cause. Contractor's failure to perform or observe any covenant, condition, provision, or term of the contract shall constitute Contractor's default. In the event of Contractor's default, the City shall have the right to exercise its legal and equitable remedies as listed above and may immediately terminate the agreement upon written notice to Contractor.
- B. Termination for Convenience. City shall have the option, in its sole discretion, to terminate the contract at any time during the term for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination including date on which termination shall become effective.
- C. Within 30 days after specified termination, Contractor shall submit to City a final invoice for actual property shipped, received, and accepted and/or services (partial or in full) accepted as complete by the City's authorized representative. All invoices shall be pro-rated for exact amount of product received or work submitted. City shall not pay any additional costs for loss of work or contract, administrative or work costs after termination date, costs to subcontractors or subconsultants for loss of work, or any other conditions. The City's payment obligation under this Section shall survive termination of the contract.

9.4. Equal Employment Opportunity

This section is required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(C)

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, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 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, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. The Contractor will send 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 advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. 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.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- H. The Contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through H 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

1. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

9.5. Clean Air Act and The Federal Water Pollution Control Act

Contracts in excess of \$150,000; 2 CFR, Part 200, Appendix II(G)

A. Clean Air Act:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.

B. Federal Water Pollution Control Act:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract meeting or

exceeding \$150,000.

9.6. Debarment and Suspension

Required for all federal, state, grant, and cooperative agreement programs; 2 CFR, Part 200, Appendix II(H)

- A. This contract is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Contractor is required to verify that none of the Contractor, 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).
- B. The Contractor 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.
- C. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor 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.
- D. The bidder agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.7. Byrd Anti-lobbying Amendment

Award of \$100,00 or more; 2 CFR, Part 200, Appendix II(I)

Contractors must sign and submit to the City the Byrd Anti-lobbying Amendment Certification. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

9.8. Procurement of Recovered Materials

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(J)

- A. In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:
 - 1. Competitively within a timeframe providing for compliance with the contract performance

schedule.

2. Meeting contract performance requirements.
 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Contractor 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.

9.9. Domestic Preferences for Procurement

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(L)

To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, Contractor and all of its subcontractors will to the greatest extent practicable under the Contract, 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 that Contractor may enter into.

9.10. Access to Records

This section from Recommended Contract Provision No. 1; Required for all City federally funded projects

- A. The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.

9.11. Changes

This section from Recommended Contract Provision No. 2; Required for all City federally funded projects

- A. The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.
- B. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and

change still meets any funding submittal and expiration dates.

9.12. Department of Homeland Security Seal, Logo, and Flags

This section from Recommended Contract Provision No. 3; Required for all City federally funded projects

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal fund and or grant administrator approval.

9.13. Compliance with Federal Law, Regulations, and Executive Orders

This section from Recommended Contract Provision No. 4; Required for all City federally funded projects

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

9.14. No Obligation by Federal Government

This section from Recommended Contract Provision No. 5; Required for all City federally funded projects

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

9.15. Fraud and False or Fraudulent or Related Acts

This section from Recommended Contract Provision No. 6; Required for all City federally funded projects

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims or Statements) applies to the Contractor's actions pertaining to this contract.

ADDITIONAL INFORMATION FOR AGREEMENT

Signed Certification Regarding Byrd Anti-Lobbying

System for Award Management (SAM) Information

Certificate of Good Standing

Colorado PERA Questionnaire *

Affirmative Action Plan *

Insurance Certificates *

*Items requested from Proposer 9/18/2023 will
be added to final agreement prior to City
signatures.

**CERTIFICATION REGARDING
BYRD ANTI-LOBBYING**

Award of \$100,00 or more; 2 CFR, Part 200, Appendix II(I)

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor signed below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False claims and Statements, apply to this certification and disclosure, if any.

Contractor Company Name: BROWN AND CROWELL

Signature: 

Date: 8/11/2023

Printed Name/Title: MICHAEL J THURSTENSON, VICE PRESIDENT



BROWN AND CALDWELL

REVIEWED

By Christina Garcia at 8:43 am, Aug 15, 2023

Unique Entity ID KMZMQL18BLF1	CAGE / NCAGE 9X005	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Oct 7, 2023	
Physical Address 201 N Civic DRIVE, Suite 300 Walnut Creek, California 94596-3864 United States	Mailing Address 201 N Civic DR STE 300 Walnut Creek, California 94596-3864 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District California 11	State / Country of Incorporation California / United States	URL http://www.browncaldwell.com

Registration Dates

Activation Date Oct 11, 2022	Submission Date Oct 7, 2022	Initial Registration Date Apr 8, 2002
--	---------------------------------------	---

Entity Dates

Entity Start Date Apr 1, 1947	Fiscal Year End Close Date Sep 30
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
9X005

Points of Contact**Electronic Business**

👤
Maurene Carlson, Corporate Controller
1527 Cole BLVD.
Lakewood, Colorado 80401
United States

STEVE CELLINI
201 North Civic Drive
Suite 300
Walnut Creek, California 94596
United States

Government Business

👤
amy FAIRBANK, Chief Financial Officer
1527 Cole BLVD.
Suite 300
Lakewood, Colorado 80401
United States

MAURENE CARLSON, Director - Corporate Accounting
1527 Cole BLVD
Suite 300
Lakewood, Colorado 80401
United States

Past Performance

👤
LISA RICHARDSON
18200 Von Karman AVE.
Suite 400
Irvine, California 92612
United States

MAURENE CARLSON, Director - Corporate Accounting
1527 Cole BLVD
Suite 300
Lakewood, Colorado 80401
United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	511199	All Other Publishers
	511210	Software Publishers
	541511	Custom Computer Programming Services
	541512	Computer Systems Design Services
	541513	Computer Facilities Management Services
	541519	Other Computer Related Services
	541611	Administrative Management And General Management Consulting Services
	541618	Other Management Consulting Services
	541620	Environmental Consulting Services
	541690	Other Scientific And Technical Consulting Services
	562211	Hazardous Waste Treatment And Disposal
	562212	Solid Waste Landfill

562219

Other Nonhazardous Waste Treatment And Disposal

562910

Remediation Services

562998

All Other Miscellaneous Waste Management Services

811212

Computer And Office Machine Repair And Maintenance

Disaster Response

This entity does not appear in the disaster response registry.



- For this Record...
- Filing history and documents
 - Get a certificate of good standing
 - File a form
 - Subscribe to email notification
 - Unsubscribe from email notification
 - Subscribe to text notification
 - Unsubscribe from text notification

Summary

- Business Home
Business Information
Business Search
- FAQs, Glossary and Information

Details			
Name	BROWN AND CALDWELL, INC.		
Status	Good Standing	Formation date	03/20/1978
ID number	19871067502	Form	Foreign Corporation
Periodic report month	March	Jurisdiction	California
Principal office street address	201 North Civic Drive, Suite 300, Walnut Creek, CA 94596, US		
Principal office mailing address	201 North Civic Drive, Suite 300, Walnut Creek, CA 94596, US		

Registered Agent	
Name	Corporation Service Company
Street address	1900 W Littleton Blvd, Littleton, CO 80120, US
Mailing address	1900 W Littleton Blvd, Littleton, CO 80120, US

- [Filing history and documents](#)
- [Get a certificate of good standing](#)
- [Get certified copies of documents](#)
- [File a form](#)
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Back

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

BROWN AND CALDWELL, INC.

is an entity formed or registered under the law of California , has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19871067502 .

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 09/15/2023 that have been posted, and by documents delivered to this office
electronically through 09/18/2023 @ 13:30:54 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 09/18/2023 @ 13:30:54 in accordance with applicable law.
This certificate is assigned Confirmation Number 15328864 .



Jena Griswold

Secretary of State of the State of Colorado

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

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



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: October 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$264,435.90 TO TONY J BELTRAMO & SONS, INC. AND SETTING FORTH \$26,443.59 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 23-115 ILLINOIS AVENUE STORM SEWER IMPROVEMENTS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards a construction contract to Tony J Beltramo & Sons, Inc., for the installation of new storm sewer pipe, inlets, and manholes in Illinois Avenue necessary to replace the existing system that has failed.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project consists of upgrading a portion of the existing storm sewer on Illinois Avenue and replacing a section of collapsed pipe. This upgrade and replacement of collapsed pipe is necessary to relieve the area of frequent flooding. Improvements will include approximately 813 LF of storm sewer main, new manholes, inlets, and laterals.

FINANCIAL IMPLICATIONS:

Funding, including contingencies, in the amount of \$290,879.49 will be paid from account SW2101 Storm System Upgrade – Illinois Avenue.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve this Resolution would leave the system in an unserviceable state, contributing to potential flooding of the adjacent residential and commercial properties.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Evaluation Tabulation
2. 23-115 Illinois Ave Storm Sewer Improvements

RESOLUTION NO. 15388

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$264,435.90 TO TONY J BELTRAMO & SONS, INC. AND SETTING FORTH \$26,443.59 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 23-115 ILLINOIS AVENUE STORM SEWER IMPROVEMENTS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-115, Illinois Avenue Storm Sewer Improvements, and;

WHEREAS, the proposal of Tony J Beltramo & Sons, Inc., was the lowest of those bids determined to be responsible, and the committee of Awards recommends to the City Council that it authorize Project No. 23-115 to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes Project No. 23-115, Illinois Avenue Storm Sewer Improvements, to be performed, and the contract for said project is hereby awarded to said bidder in the amount of \$264,435.90.

SECTION 2.

Funds for Project No. 23-115, Illinois Avenue Storm Sewer Improvements shall be from SW2101.

SECTION 3.

In addition to the amount of the bid set forth, as aforementioned, an additional amount of \$26,443.59 is hereby authorized for contingencies and additional work.

SECTION 4.

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

SECTION 5.

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

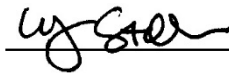
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 



City of Pueblo
Purchasing

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

EVALUATION TABULATION
IFB No. 23-115 (SW2101)
Illinois Avenue Storm Sewer Improvements
RESPONSE DEADLINE: September 13, 2023 at 10:00 am
Report Generated: Wednesday, September 13, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Tony J Beltramo & Sons, Inc.	\$264,435.90
Russ Grading & Excavating LLC	\$278,981.29
Global CM, LLC	\$290,644.27
K.R. Swerdfeger Construction, LLC	\$349,551.00
Redline Pipeline	\$369,016.05
Quick Horse Plumbing	\$497,503.07

TABLE 1 (Table 1 of 2)

Table 1					Global CM, LLC		K.R. Swerdfeger Construction, LLC		Quick Horse Plumbing		Redline Pipeline		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	MOBILIZATION	1	LS	\$61,542.34	\$61,542.34	\$8,125.00	\$8,125.00	\$31,950.00	\$31,950.00	\$28,045.00	\$28,045.00	\$9,500.00	\$9,500.00
X	2	TRAFFIC CONTROL	1	LS	\$23,268.52	\$23,268.52	\$12,755.00	\$12,755.00	\$30,700.00	\$30,700.00	\$12,660.00	\$12,660.00	\$9,500.00	\$9,500.00

EVALUATION TABULATION
IFB No. 23-115 (SW2101)
Illinois Avenue Storm Sewer Improvements

Table 1					Global CM, LLC		K.R. Swerdfeger Construction, LLC		Quick Horse Plumbing		Redline Pipeline		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	3	REMOVE CURB & GUTTER	178	LF	\$25.23	\$4,490.94	\$4.00	\$712.00	\$55.00	\$9,790.00	\$26.00	\$4,628.00	\$7.75	\$1,379.50
X	4	SAW CUT AND REMOVE EXISTING ASPHALT PAVEMENT	675	SY	\$16.98	\$11,461.50	\$25.00	\$16,875.00	\$9.00	\$6,075.00	\$36.00	\$24,300.00	\$10.25	\$6,918.75
X	5	REMOVE EXISTING 12" CMP STORM PIPE	115	LF	\$90.04	\$10,354.60	\$4.00	\$460.00	\$500.00	\$57,500.00	\$28.00	\$3,220.00	\$14.00	\$1,610.00
X	6	REMOVE EXISTING 12" VCP STORM PIPE	70	LF	\$98.62	\$6,903.40	\$4.00	\$280.00	\$500.00	\$35,000.00	\$28.00	\$1,960.00	\$24.00	\$1,680.00
X	7	REMOVE EXISTING STORM MANHOLE	1	EA	\$2,030.10	\$2,030.10	\$560.00	\$560.00	\$4,700.00	\$4,700.00	\$1,530.00	\$1,530.00	\$2,500.00	\$2,500.00
X	8	REMOVE EXISTING STORM INLET	1	EA	\$2,030.10	\$2,030.10	\$560.00	\$560.00	\$5,375.00	\$5,375.00	\$1,530.00	\$1,530.00	\$1,500.00	\$1,500.00
X	9	REMOVE EXISTING STORM GRATE INLET	1	LS	\$2,030.10	\$2,030.10	\$560.00	\$560.00	\$4,100.00	\$4,100.00	\$100.00	\$100.00	\$1,500.00	\$1,500.00
X	10	PLUG PIPE	3	EA	\$1,700.00	\$5,100.00	\$2,430.00	\$7,290.00	\$2,017.00	\$6,051.00	\$800.00	\$2,400.00	\$850.00	\$2,550.00

EVALUATION TABULATION
IFB No. 23-115 (SW2101)
Illinois Avenue Storm Sewer Improvements

Table 1					Global CM, LLC		K.R. Swerdfeger Construction, LLC		Quick Horse Plumbing		Redline Pipeline		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	11	15" HPPP STORM PIPE	11	LF	\$69.00	\$759.00	\$131.00	\$1,441.00	\$255.00	\$2,805.00	\$191.00	\$2,101.00	\$283.00	\$3,113.00
X	12	18" HPPP STORM PIPE	802	LF	\$75.23	\$60,334.46	\$120.00	\$96,240.00	\$105.00	\$84,210.00	\$158.00	\$126,716.00	\$120.00	\$96,240.00
X	13	60" DIAMETER MANHOLE	4	EA	\$4,268.83	\$17,075.32	\$6,930.00	\$27,720.00	\$9,000.00	\$36,000.00	\$6,906.00	\$27,624.00	\$4,000.00	\$16,000.00
X	14	DENVER TYPE 16 INLET	2	EA	\$5,156.54	\$10,313.08	\$9,195.00	\$18,390.00	\$11,000.00	\$22,000.00	\$7,721.00	\$15,442.00	\$11,300.00	\$22,600.00
X	15	CDOT TYPE D INLET	1	EA	\$10,313.08	\$10,313.08	\$8,065.00	\$8,065.00	\$8,000.00	\$8,000.00	\$8,500.00	\$8,500.00	\$9,155.00	\$9,155.00
X	16	TRACER WIRE	851	LF	\$1.50	\$1,276.50	\$2.00	\$1,702.00	\$59.97	\$51,034.47	\$0.35	\$297.85	\$1.00	\$851.00
X	17	TRACER WIRE ACCESS BOX	1	EA	\$258.36	\$258.36	\$265.00	\$265.00	\$1,500.00	\$1,500.00	\$266.00	\$266.00	\$250.00	\$250.00
X	18	CURB & GUTTER	178	LF	\$53.58	\$9,537.24	\$73.00	\$12,994.00	\$55.00	\$9,790.00	\$51.00	\$9,078.00	\$48.00	\$8,544.00
X	19	FLOWABLE FILL	105	CY	\$147.95	\$15,534.75	\$294.00	\$30,870.00	\$200.00	\$21,000.00	\$350.00	\$36,750.00	\$195.00	\$20,475.00
X	20	ASPHALT PATCH	675	SY	\$21.21	\$14,316.75	\$127.00	\$85,725.00	\$31.00	\$20,925.00	\$71.00	\$47,925.00	\$69.00	\$46,575.00
X	21	INSTALL EROSION CONTROL BMP'S & INLET PROTECTION	1	LS	\$8,882.19	\$8,882.19	\$6,305.00	\$6,305.00	\$9,500.00	\$9,500.00	\$4,230.00	\$4,230.00	\$2,500.00	\$2,500.00

EVALUATION TABULATION
IFB No. 23-115 (SW2101)
Illinois Avenue Storm Sewer Improvements

Table 1					Global CM, LLC		K.R. Swerdfeger Construction, LLC		Quick Horse Plumbing		Redline Pipeline		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	22	BACKFILL COLLAPSED AREA	514	SF	\$11.50	\$5,911.00	\$9.00	\$4,626.00	\$11.15	\$5,731.10	\$6.00	\$3,084.00	\$3.00	\$1,542.00
X	23	RESEED COLLAPSED AREA	514	SF	\$4.71	\$2,420.94	\$4.00	\$2,056.00	\$9.75	\$5,011.50	\$2.80	\$1,439.20	\$4.86	\$2,498.04
X	24	REMOVE AND REPLACE CURB RAMP	1	LS	\$4,500.00	\$4,500.00	\$4,975.00	\$4,975.00	\$28,755.00	\$28,755.00	\$5,190.00	\$5,190.00	\$10,000.00	\$10,000.00
Total						\$290,644.27		\$349,551.00		\$497,503.07		\$369,016.05		\$278,981.29

TABLE 1 (Table 2 of 2)

Table 1					Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	MOBILIZATION	1	LS	\$23,200.00	\$23,200.00
X	2	TRAFFIC CONTROL	1	LS	\$7,000.00	\$7,000.00
X	3	REMOVE CURB & GUTTER	178	LF	\$7.00	\$1,246.00
X	4	SAW CUT AND REMOVE EXISTING ASPHALT PAVEMENT	675	SY	\$4.00	\$2,700.00
X	5	REMOVE EXISTING 12" CMP STORM PIPE	115	LF	\$10.00	\$1,150.00
X	6	REMOVE EXISTING 12" VCP STORM PIPE	70	LF	\$10.00	\$700.00
X	7	REMOVE EXISTING STORM MANHOLE	1	EA	\$500.00	\$500.00

EVALUATION TABULATION
IFB No. 23-115 (SW2101)
Illinois Avenue Storm Sewer Improvements

Selected	Line Item	Table 1			Tony J Beltramo & Sons, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	8	REMOVE EXISTING STORM INLET	1	EA	\$500.00	\$500.00
X	9	REMOVE EXISTING STORM GRATE INLET	1	LS	\$500.00	\$500.00
X	10	PLUG PIPE	3	EA	\$570.00	\$1,710.00
X	11	15" HPPP STORM PIPE	11	LF	\$155.00	\$1,705.00
X	12	18" HPPP STORM PIPE	802	LF	\$157.10	\$125,994.20
X	13	60" DIAMETER MANHOLE	4	EA	\$5,500.00	\$22,000.00
X	14	DENVER TYPE 16 INLET	2	EA	\$4,000.00	\$8,000.00
X	15	CDOT TYPE D INLET	1	EA	\$5,500.00	\$5,500.00
X	16	TRACER WIRE	851	LF	\$1.20	\$1,021.20
X	17	TRACER WIRE ACCESS BOX	1	EA	\$800.00	\$800.00
X	18	CURB & GUTTER	178	LF	\$27.50	\$4,895.00
X	19	FLOWABLE FILL	105	CY	\$140.00	\$14,700.00
X	20	ASPHALT PATCH	675	SY	\$48.70	\$32,872.50
X	21	INSTALL EROSION CONTROL BMP'S & INLET PROTECTION	1	LS	\$1,000.00	\$1,000.00
X	22	BACKFILL COLLAPSED AREA	514	SF	\$1.00	\$514.00
X	23	RESEED COLLAPSED AREA	514	SF	\$2.00	\$1,028.00

EVALUATION TABULATION
IFB No. 23-115 (SW2101)
Illinois Avenue Storm Sewer Improvements

Table 1					Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	24	REMOVE AND REPLACE CURB RAMP	1	LS	\$5,200.00	\$5,200.00
Total						\$264,435.90

A SECTION OF THE EXISTING STORM SEWER SYSTEM ON ILLINOIS AVE BETWEEN LAKESHORE AVE. & POPLAR ST. IS BEING REPLACED AS PART OF AN EMERGENCY POINT REPAIR. IMPROVEMENTS WILL INCLUDE APPROXIMATELY 813 LF OF STORM SEWER, INSTALLATION OF NEW MANHOLES, INLETS AND LATERALS.

ELEVATIONS ARE FROM NAV83

BM-1: ELEV. = 4806.09'
SCRIBED U ON THE TOP BACK OF CURB
AT THE NORTH WEST CORNER OF
ILLINOIS AVE AND CALIFORNIA ST ON
THE WEST CURB RETURN.

An aerial photograph of a suburban area in Elko, Illinois. A red line is drawn across the map, indicating a proposed site location. The line runs horizontally, passing through the center of the image. A yellow arrow points to the word "SITE" in yellow capital letters, which is located on the red line. The map shows various residential streets, including Lakeshore, Elko, California, Illinois, Iowa, Potomac, Wyoming, Maryland, Streator, Berkeley, and Palmer. There are also some commercial buildings and parking lots visible. The map is oriented with North at the top.

BENCHMARK

PROPOSED STORM LINE

EXISTING STORM LINE

EXISTING U.G. ELECTRIC

EXISTING WATER

EXISTING WASTEWATER

EXISTING NATURAL GAS

EXISTING FIBER OPTIC



DOMESTIC WATER: PUEBLO BOARD OF WATER WORKS
SCOTT BURBIDGE
sburbidge@pueblowater.org
719-584-0277

ELECTRICITY: BLACK HILLS CORPORATION
DAN WITT
dan.witt@blackhillscorp.com
719-546-6423

FIBER OPTIC: CDOT
TODD AUSBUN
todd.ausbun@dot.state.co.us
719-696-1403

CABLE: COMCAST
JASON JACOBSEN
jason_jacobsen@comcast.com
719-442-4730

TELEPHONE: QWEST/CENTURY/LUMEN
TONY HASENACK
Anthony.Hasenack@lumen.com
719-955-2224

GAS: XCEL ENERGY
TOD NEWITT
todd.g.newitt@xcelenergy.com
719-225-0542

SANITARY: CITY OF PUEBLO
SONIA MONDRAGON, P.E.
smondragon@pueblo.us
719-553-2894

STORMWATER: CITY OF PUEBLO STORMWATER UTILITY
JEFF HAWKINS, P.E.
jhawkins@pueblo.us
719-553-2277

[illegible]

VICINITY MAP
N.T.S.

PREPARED BY:
CITY OF PUEBLO STORMWATER UTILITY
211 E. "D" STREET
PUEBLO, CO 81003
719-553-2289



NO.	REVISIONS	BY	DATE	APPROVAL



city of
PUEBLO
colorado



**PUBLIC WORKS DEPARTMENT
STORMWATER UTILITY**
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2899 PHONE
(719) 553-2294 FAX

SCALE (H):	N/A
SCALE (V):	N/A
DRAWN BY:	NI
DESIGNED BY:	NI
CHECKED BY:	JL
DATE:	8/17/23

ILLINOIS AVE
STORM SEWER IMPROVEMENTS

TITLE SHEET

PROJECT NO.
23-115

SHEET NO.
C1.0

GENERAL CONSTRUCTION NOTES

1.

UNDERGROUND UTILITIES IN THE AREA OF CONSTRUCTION ARE APPROXIMATE ONLY. THEY HAVE BEEN LOCATED FROM FIELD INVESTIGATION AND THE BEST AVAILABLE UTILITY RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION AND REPAIR OF ALL UTILITIES ENCOUNTERED DURING CONSTRUCTION WHETHER SHOWN ON THESE PLANS OR NOT. THE CONTRACTOR SHALL CONTACT ALL RESPECTIVE UTILITIES AND HAVE ALL UTILITIES FIELD-LOCATED PRIOR TO CONSTRUCTION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL EXISTING STRUCTURES AND UTILITIES SHOWN ON THE DRAWINGS, TO ASCERTAIN WHETHER ANY STRUCTURES AND UTILITIES MAY EXIST, AND TO REPAIR OR REPLACE ANY STRUCTURES AND UTILITIES THAT MIGHT BE DAMAGED. IF ANY UNKNOWN SUBSURFACE STRUCTURES ARE ENCOUNTERED DURING CONSTRUCTION, IT SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CITY OF PUEBLO PRIOR TO PROCEEDING.
2.

THE CONTRACTOR SHALL COORDINATE HIS ACTIVITIES WITH THE AFFECTED UTILITY COMPANIES AND SHALL NOTIFY THE UTILITY NOTIFICATION CENTER, PHONE NUMBER 1-800-922-1987, FORTY-EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION.
3.

CONTRACTOR SHALL OBTAIN, AT HIS OWN EXPENSE, ALL APPLICABLE SPECIFICATIONS AND PERMITS NECESSARY TO PERFORM THE PROPOSED WORK BEFORE THE WORK BEGINS.
4.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ANY EXISTING SIGNS, STRUCTURES, FENCES, ETC., ENCOUNTERED ON THE JOB AND RESTORING THEM TO THEIR ORIGINAL CONDITION.
5.

THE CONTRACTOR IS RESPONSIBLE FOR:

A.

NOTIFYING UTILITY CUSTOMERS OF POTENTIAL SERVICE OUTAGES.

B.

NOTIFYING CITY OF PUEBLO FORTY-EIGHT (48) HOURS IN ADVANCE FOR OBSERVATIONS OF WORK IN PROGRESS. OBSERVATION AND ON-SITE VISITS ARE NOT TO BE CONSTRUED AS A GUARANTEE BY THE CITY ENGINEERING STAFF OF THE CONTRACTORS' CONTRACTUAL COMMITMENT. IF WORK IS SUSPENDED FOR ANY PERIOD OF TIME AFTER INITIAL START-UP, THE CONTRACTOR SHALL NOTIFY THE CITY OF PUEBLO FORTY-EIGHT (48) HOURS PRIOR TO RESTART.

C.

NOTIFYING THE FIRE & POLICE PROTECTION DISTRICT OF ALL STREET CLOSURES AND EXISTING FIRE HYDRANTS TAKEN OUT OF SERVICE FOR AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION.
6.

DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS AT AND ADJACENT TO THE JOB INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGMEN, OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY, IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (MUTCD) LATEST EDITION. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND IS NOT LIMITED TO NORMAL WORKING HOURS. THE CITY OF PUEBLO SHALL NOT BE RESPONSIBLE FOR THE SAFETY OR ADEQUACY OF ANY EQUIPMENT, BUILDING COMPONENTS, SCAFFOLDING, FORMS OR OTHER WORK AIDS USED IN OR ABOUT THE PROJECT, OR IN THE SUPERINTENDING OF THE SAME. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS FROM ANY AND ALL LIABILITY, REAL AND ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER, OR THE CITY. THE CITY OF PUEBLO IS NOT RESPONSIBLE FOR SAFETY IN, ON OR ABOUT THE PROJECT SITE, OR FOR COMPLIANCE BY THE APPROPRIATE PARTY OF ANY REGULATIONS RELATING THERETO. THE CONTRACTOR WILL COMPLY WITH ALL OSHA REGULATIONS.
7.

WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL PROCEED TO COMPLETION WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
8.

THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK.
9.

EACH TYPE OF CONSTRUCTION SHALL BE COMPLETED BY A CONTRACTOR THAT HAS DEMONSTRATED ACCEPTABLE QUALIFICATIONS TO THE CITY AND IS A LICENSED CONTRACTOR IN THE CITY OF PUEBLO.
10.

THE CONTRACTOR SHALL IMMEDIATELY REMOVE ANY CONSTRUCTION DEBRIS OR MUD TRACKED ONTO EXISTING ROADWAYS. THE CONTRACTOR SHALL REPAIR ANY EXCAVATION OR PAVEMENT FAILURES CAUSED BY HIS CONSTRUCTION.
11.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO TAKE EVERY MEASURE NECESSARY TO COMPLY WITH ANY STATE, COUNTY OR CITY DUST CONTROL ORDINANCE. CONSTRUCTION VEHICLES SHALL USE TRUCK ROUTES DESIGNATED BY THE CITY. EXTRA-LEGAL, OVERSIZE AND OVERWEIGHT VEHICLES REQUIRE AN EXTRA-LEGAL VEHICLE PERMIT FROM THE CITY OF PUEBLO PRIOR TO TRAVELING TO THE CONSTRUCTION SITE ON COUNTY OR CITY STREETS.
12.

ALL MATERIALS AND CONSTRUCTION SHALL CONFORM WITH THE LATEST EDITION OF THE CITY OF PUEBLO *STANDARD CONSTRUCTION SPECIFICATION AND DETAILS, REVISED FEBRUARY 13 2023*. IF CONFLICTS EXISTS BETWEEN SPECIFICATIONS OR NOTES ON THE APPROVED CONSTRUCTION DOCUMENTS AND THE CITY OF PUEBLO STANDARD CONSTRUCTION SPECIFICATIONS AND DETAILS, THE MORE STRINGENT SPECIFICATION OR DETAIL SHALL APPLY.
13.

CONCRETE AND ASPHALTIC MIX DESIGN SHALL BE SUBMITTED BY THE SUPPLIER AND APPROVED IN WRITING BY THE CITY OF PUEBLO PRIOR TO CONSTRUCTION. MATERIALS SHALL BE IN CONFORMANCE WITH CITY OF PUEBLO SPECIFICATIONS.
14.

AT LOCATIONS WHERE NEW ASPHALT IS TO ABUT EXISTING ASPHALT, SAW CUT THE EXISTING PAVEMENT A MINIMUM OF 2 FEET BACK FROM THE EXISTING EDGE, OR AT SUCH LOCATION THAT AN ACCEPTABLE EXISTING CROSS-SLOPE IS LOCATED. REMOVE PAVEMENT. TACK COAT EXPOSED VERTICAL ASPHALT EDGE PRIOR TO PAVING. SAW CUTTING WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN COST OF REMOVAL OF ASPHALT.
15.

IF ASPHALT CUT IS WITHIN 2' OF CURB & GUTTER, A NEW PATCH SHALL EXTEND TO THE LIP OF THE CURB & GUTTER.
16.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR EXCAVATION AS WELL AS THE COSTS ASSOCIATED WITH EXCAVATION ADJACENT TO AND IN THE IMMEDIATE VICINITY OF PRIVATE OR PUBLIC UTILITIES WHILE PERFORMING THE CONSTRUCTION SHOWN ON THE APPROVED CONSTRUCTION PLANS.
17.

THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL MATERIAL TESTING AND SHALL PROVIDE COPIES TO THE CITY OF PUEBLO.

18.

MATCH EXISTING GRADE AT LIMITS OF CONSTRUCTION.
19.

DISCREPANCIES MAY EXIST BETWEEN THESE PLANS AND FIELD CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING THE ENTIRE SET OF CONSTRUCTION PLANS AND FIELD CONDITIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL NOTIFY THE CITY OF PUEBLO OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK. FAILURE TO DO SO WILL PLACE THE ENTIRE RESPONSIBILITY AND COST ASSOCIATED FOR THE RESOLUTION OF ANY CONFLICTS SOLELY UPON THE CONTRACTOR.
20.

ALL EXCESS MATERIALS GENERATED WITHIN THE PROJECT LIMITS THAT CANNOT BE USED AS BACKFILL MATERIAL SHALL BE REMOVED FROM THE PROJECT SITE AT NO COST TO THE PROJECT. WASTE MATERIALS GENERATED BY THE CONTRACTOR SHALL BE LEGALLY DISPOSED OF BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE PROJECT. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A DISPOSAL SITE AND ANY REQUIRED PERMITS FOR ALL UNUSABLE MATERIALS. EARTHWORK CALCULATIONS SHOWN ON PLANS ARE AN APPROXIMATION AND DO NOT NECESSARILY REFLECT FIELD CONDITIONS.
21.

ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED AND THE SAFETY OF WORKERS PROVIDED FOR AS REQUIRED BY THE MOST RECENT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION."
22.

ALL DAMAGED EXISTING CURB, GUTTER, AND SIDEWALK SHALL BE REPAIRED PRIOR TO ACCEPTANCE OF COMPLETED IMPROVEMENTS.
23.

ALL CONSTRUCTION ACTIVITIES MUST COMPLY WITH THE STATE OF COLORADO PERMITTING PROCESS FOR "STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY." IF APPLICABLE, PLEASE CONTACT COLORADO DEPARTMENT OF HEALTH, WATER QUALITY CONTROL DIVISION, WQCD-PE-B2, (303)692-3500.
24.

PUEBLO BOARD OF WATER WORKS (BOWW) WILL BE RESPONSIBLE FOR THE COST ASSOCIATED WITH ALL WATER SERVICE VERTICAL RELOCATIONS. THE CONTRACTOR SHALL CONTACT THE BOWW PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATION WITH THE BOWW ON ALL WATER SERVICE RELOCATIONS AND WILL SCHEDULE ALL BARRICADING/TCP ACCORDINGLY.
25.

FINAL PATCH SURFACE SHALL BE SMOOTH AND CONFORM TO THE SURROUNDING PAVEMENT SURFACE WITH NO BUMP, DIP, OR OTHER NOTICEABLE DEFERENCE IN THE RIDING QUALITY. ON TRENCHED INSTALLATIONS, UNLESS OTHERWISE SPECIFIED BY THE CITY, ADDITIONAL CUTBACK OF BASE AND SURFACING (2") TO APPROXIMATELY 12 FEET BEYOND NORMAL TRENCH LIMITS ("T-CAP" METHOD) SHALL BE REQUIRED TO MINIMIZE LATE DEVELOPMENT SAG IN THE PATCHED AREA. PATCHING REPAIRS IS TO BE EQUAL TO THE EXISTING PAVEMENT THICKNESS OR TABLE 3-1 FROM DESIGN CRITERIA, WHICHEVER IS GREATER.
26.

THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COORDINATION BETWEEN PROPERTY OWNERS AND UTILITY OWNERS FOR ALL UTILITY SERVICE RELOCATIONS. THE CONTRACTOR WILL MAKE A REASONABLE EFFORT TO MINIMIZE NEGATIVE IMPACTS ON PROPERTY OWNERS ASSOCIATED WITH ANY UTILITY SERVICE RELOCATIONS.
27.

THE CONTRACTOR WILL COORDINATE ALL UTILITY RELOCATIONS WITH THE APPROPRIATE UTILITY OWNER. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE PROTECTION AND SUPPORT OF ALL EXISTING UTILITIES DURING CONSTRUCTION AND WILL NOTIFY THE UTILITY OWNER OF ALL UNINTENDED DAMAGE TO ANY EXISTING UNDERGROUND UTILITY PRIOR BACKFILLING THE EXCAVATED AREAS.
28.

ALL UTILITY MATERIAL AND CONSTRUCTION SHALL MEET THE MOST RECENT DESIGN AND CONSTRUCTION STANDARDS OF THE UTILITY OWNER.
29.

EXCESS MATERIALS SHALL NOT BE STOCKPILED ON ROADWAY OR WITHIN PARKING LOTS.

GENERAL GRADING & EROSION CONTROL NOTES

1.

ALL SITE GRADING (EXCAVATION, EMBANKMENT, AND COMPACTION) SHALL CONFORM WITH CITY OF PUEBLO DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS. IF CONFLICTS EXISTS BETWEEN SPECIFICATIONS OR NOTES ON THE APPROVED CONSTRUCTION DOCUMENTS AND THE CITY OF PUEBLO STANDARD CONSTRUCTION SPECIFICATIONS AND DETAILS, THE MORE STRINGENT SPECIFICATION OR DETAIL SHALL APPLY.
2.

CONTOURS AND SPOT ELEVATIONS SHOWN ARE ONLY CONTROLS AND THE PROFILES THEY FORM SHALL BE SMOOTH AND CONTINUOUS. CONTOURS ARE TO TOP OF THE FINISHED PAVING AND LANDSCAPED AREAS.
3.

NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED WHEREVER POSSIBLE. EXPOSURE OF SOIL TO EROSION BY REMOVAL OR DISTURBANCE OF VEGETATION SHALL BE LIMITED TO THE AREA REQUIRED FOR IMMEDIATE CONSTRUCTION OPERATION AND FOR THE SHORTEST PRACTICAL PERIOD OF TIME. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO AVOID ANY DAMAGE TO EXISTING FOLIAGE THAT LIES IN THE PROJECT AREA UNLESS DESIGNATED FOR REMOVAL AND SHALL BE LIABLE FOR SUCH DAMAGE AT HIS/HER EXPENSE.
4.

TOPSOIL SHALL BE STOCKPILED TO THE EXTENT PRACTICABLE ON THE SITE FOR USE ON AREAS TO BE REVEGETATED. ANY AND ALL STOCKPILES SHALL BE LOCATED AND PROTECTED FROM EROSION ELEMENTS.
5.

TEMPORARY VEGETATION SHALL BE INSTALLED ON ALL DISTURBED AREAS WHERE PERMANENT SURFACE IMPROVEMENTS ARE NOT SCHEDULED FOR IMMEDIATE INSTALLATION. SEEDING WILL BE DONE ACROSS THE SLOPE FOLLOWING THE CONTOURS. VEGETATION SHALL BE A VIGOROUS, DROUGHT TOLERANT NATIVE SPECIES MIX. PROJECT SCHEDULING SHOULD TAKE ADVANTAGE OF SPRING OR FALL PLANTING SEASONS FOR NATURAL GERMINATION. SEEDED AREAS SHALL BE IRRIGATED IF CONDITIONS SO MERIT.
6.

AT ALL TIMES, THE PROPERTY SHALL BE MAINTAINED AND/OR WATERED TO PREVENT WIND-CAUSED EROSION. EARTHWORK OPERATIONS SHALL BE DISCONTINUED WHEN FUGITIVE DUST SIGNIFICANTLY IMPACTS ADJACENT PROPERTY. IF EARTHWORK IS COMPLETE OR DISCONTINUED AND DUST FROM THE SITE CONTINUES TO CREATE PROBLEMS, THE OWNER/DEVELOPER SHALL IMMEDIATELY INSTITUTE MITIGATIVE MEASURES AND SHALL CORRECT DAMAGE TO ADJACENT PROPERTY. FUGITIVE DUST REGULATED BY THE HEALTH DEPARTMENT.
7.

ANY SETTLEMENT OR SOIL ACCUMULATION BEYOND THE CONSTRUCTION LIMITS DUE TO GRADING OR EROSION SHALL BE REPAIRED BY THE CONTRACTOR IMMEDIATELY.
8.

THE CITY OF PUEBLO MAY REQUIRE TEMPORARY SILT FENCE IF **WARRANTED BY** FIELD CONDITIONS.
9.

DURING CONSTRUCTION THE FILL AREAS WILL BE WETTED FOR COMPACTION AND THE HAUL ROUTES AND CUT AREAS WILL BE MAINTAINED WITH WATER TO REDUCE WIND EROSION.
10.

FILL SLOPES SHALL BE COMPACTED BY MEANS OF SHEEPSFOOT COMPACTOR OR OTHER SUITABLE EQUIPMENT. COMPACTION SHALL CONTINUE UNTIL SLOPES ARE STABLE AND THERE IS NO APPRECIABLE AMOUNT OF LOOSE SOIL ON THE SLOPES.
11.

TEMPORARY CUT/FILL SLOPES SHALL NOT BE STEEPER THAN 2:1 (2H:1V). PERMANENT SLOPES SHALL NOT BE STEEPER THAN 4:1 (4H:1V) IN AREAS TO BE SEEDED OR SODDED UNLESS AN APPROVED GEOTEXTILE TURF REINFORCEMENT MAT IS USED.
12.

DEPTH OF MOISTURE-DENSITY CONTROL SHALL BE FULL DEPTH FOR ALL AREAS OF FILL AND SIX (6) INCHES FOR ALL OTHER AREAS, EXCEPT THAT IN AREAS WHERE STRUCTURES ARE TO BE BUILT, MOISTURE-DENSITY CONTROL SHALL BE TWELVE (12) INCHES OR AS OTHERWISE DIRECTED BY THE CITY OF PUEBLO.
13.

PRIOR TO ANY CONSTRUCTION, INCLUDING SITE GRADING AND EXCAVATION, AN APPROVED 'EROSION AND SEDIMENT CONTROL PLAN' SHALL BE POSTED ON-SITE AND ALL REQUIRED BMPS INSTALLED. GENERAL CONTRACTOR SHALL MAINTAIN AND UPDATE THE 'EROSION AND SEDIMENT CONTROL PLAN' AS CONSTRUCTION DICTATES.
14.

CURRENT AND CORRECT PLAN SHALL ALWAYS REMAIN ON-SITE AND BE READILY ACCESSIBLE TO THE CITY STORMWATER INSPECTOR.
15.

GENERAL CONTRACTOR OR HIS REPRESENTATIVE SHALL INSPECT, AT A MINIMUM, THE SITE EVERY 2 WEEKS AND WITHIN 24 HOURS OF ANY PRECIPITATION OR SNOWMELT EVENT THAT CAUSES SURFACE EROSION. (I.E., THAT RESULTS IN STORMWATER RUNNING ACROSS THE GROUND).
16.

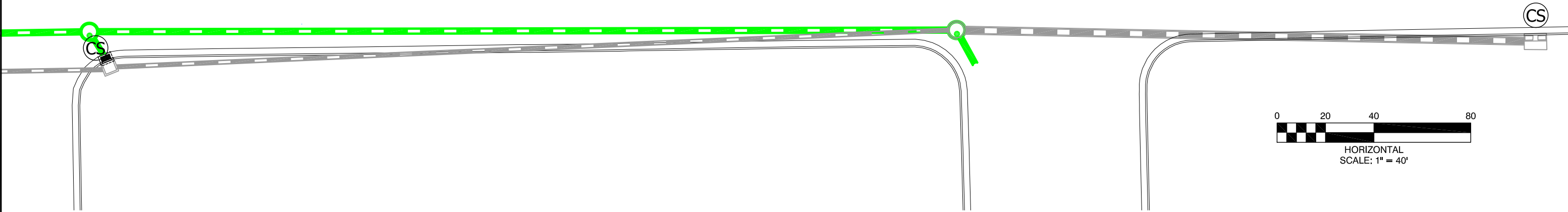
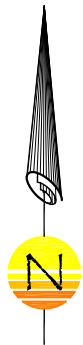
GENERAL CONTRACTOR/OWNER IS FULLY RESPONSIBLE TO MAINTAIN ALL REQUIRED BMPS TO PREVENT EROSION AND SEDIMENT FROM LEAVING THE CONSTRUCTION SITE.
17.

FAILURE TO COMPLY WITH MINIMUM REQUIREMENTS IS A VIOLATION OF CITY ORDINANCES.

										PUBLIC WORKS DEPARTMENT STORMWATER UTILITY 211 EAST "D" STREET PUEBLO, CO 81003 (719) 553-2899 PHONE (719) 553-2294 FAX	SCALE (H): N/A SCALE (V): N/A DRAWN BY: NLS DESIGNED BY: NLS CHECKED BY: JH DATE: 8/17/23	ILLINOIS AVE STORM WATER IMPROVEMENTS	PROJECT NO. 23-115
NO.	REVISIONS	BY	DATE	APPROVAL								GENERAL NOTES	SHEET NO. C2.0

CALIFORNIA ST

LAKE AVE



EROSION AND SEDIMENT CONTROL NOTES

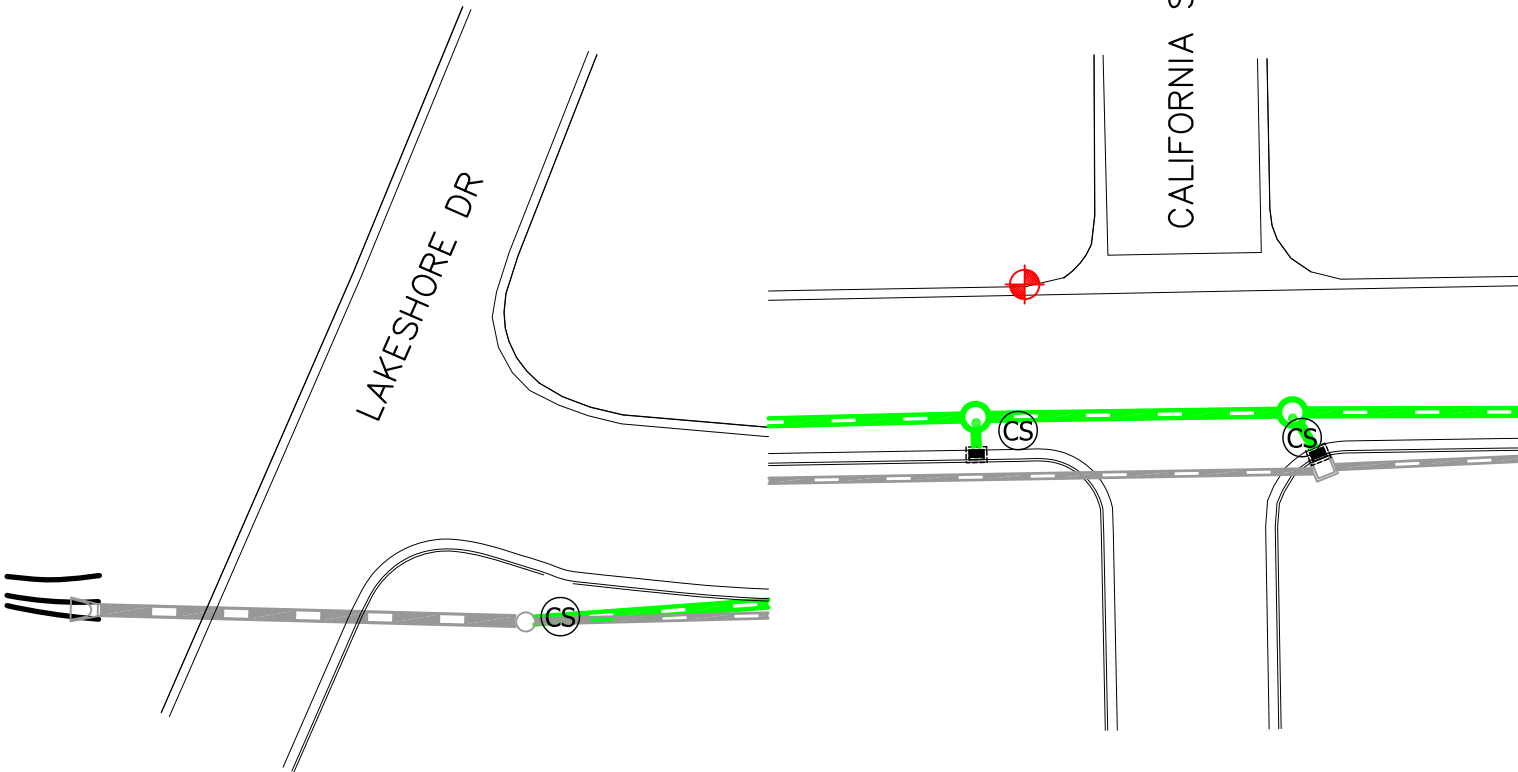
- i. PRIOR TO ANY CONSTRUCTION, INCLUDING SITE GRADING AND EXCAVATION, AN APPROVED 'EROSION AND SEDIMENT CONTROL PLAN' SHALL BE POSTED ONSITE AND ALL REQUIRED BMPS INSTALLED.
- ii. GENERAL CONTRACTOR SHALL MAINTAIN AND UPDATE THE 'EROSION AND SEDIMENT CONTROL PLAN' AS CONSTRUCTION DICTATES. CURRENT AND CORRECT PLAN SHALL ALWAYS REMAIN ON-SITE AND BE READILY ACCESSIBLE TO THE CITY STORMWATER INSPECTOR.
- iii. GENERAL CONTRACTOR OR HIS REPRESENTATIVE SHALL INSPECT, AT A MINIMUM, THE SITE EVERY 2 WEEKS AND WITHIN 24 HOURS OF ANY PRECIPITATION OR SNOWMELT EVENT THAT CAUSES SURFACE EROSION. (I.E., THAT RESULTS IN STORMWATER RUNNING ACROSS THE GROUND).
- iv. GENERAL CONTRACTOR/OWNER IS FULLY RESPONSIBLE TO MAINTAIN ALL REQUIRED BMPS TO PREVENT EROSION AND SEDIMENT FROM LEAVING THE CONSTRUCTION SITE.
- v. FAILURE TO COMPLY WITH MINIMUM REQUIREMENTS IS A VIOLATION OF CITY ORDINANCES.
- vi. NO CROSS-LOT DRAINAGE PERMITTED. STORMWATER SHALL BE DIRECTED TO THE NEAREST PUBLIC RIGHT-OF-WAY (STREETS & ALLEYS), DEDICATED DRAINAGE EASEMENTS, AND/OR CITY OF PUEBLO STORMWATER CONVEYANCE SYSTEM.

LEGEND

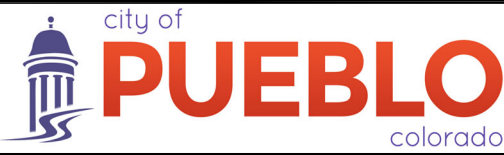
(CS) CURB SOCK INLET PROTECTION

NOTE: ADDITIONAL DETAILS FOR ALL REFERENCED BMPS/SCMS CAN BE FOUND IN THE UDFCD MANUAL.

NOTE: CONCRETE WASHOUT TO BE PROVIDED BY CONTRACTOR OFFSITE.



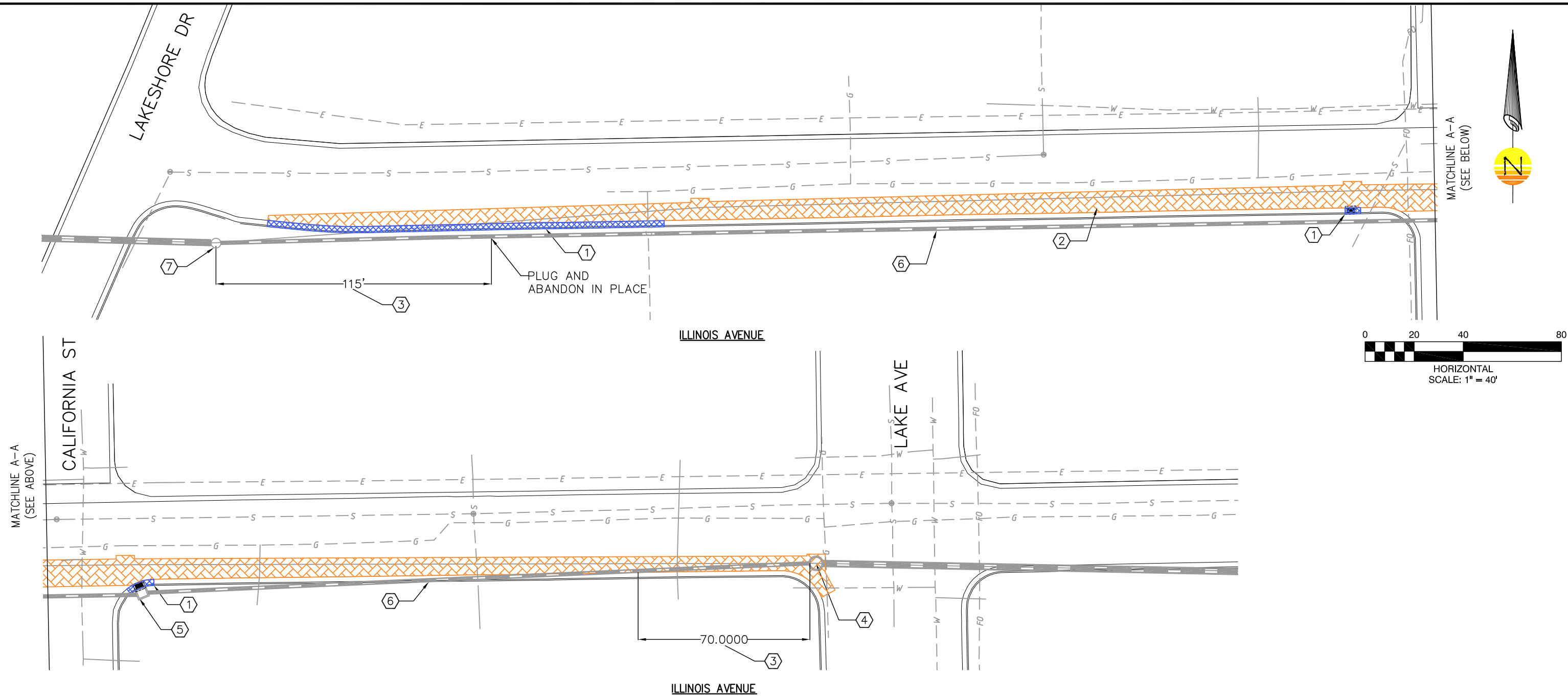
NO.	REVISIONS	BY	DATE	APPROVAL



PUBLIC WORKS DEPARTMENT
STORMWATER UTILITY
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2899 PHONE
(719) 553-2294 FAX

SCALE (H): N/A
SCALE (V): N/A
DRAWN BY: NLS
DESIGNED BY: NLS
CHECKED BY: JH
DATE: 8/17/23

ILLINOIS AVE STORM SEWER IMPROVEMENTS	PROJECT NO. 23-115
EROSION & SEDIMENT CONTROL PLAN	SHEET NO. C3.0



SITE SPECIFIC DEMOLITION NOTES

- 1 REMOVE AND LEGALLY DISPOSE OF EXISTING CURB AND GUTTER.
- 2 SAW CUT, REMOVE, AND LEGALLY DISPOSE OF EXISTING ASPHALT PAVEMENT AS REQUIRED.
- 3 REMOVE AND LEGALLY DISPOSE OF EXISTING STORM SEWER.
- 4 REMOVE AND LEGALLY DISPOSE OF EXISTING MANHOLE.
- 5 REMOVE AND LEGALLY DISPOSE OF EXISTING INLET.
- 6 ABANDON EXISTING STORM SEWER IN PLACE
- 7 REMOVE AND LEGALLY DISPOSE OF EXISTING STORM GRATE INLET.

LEGEND

- REMOVE AND REPLACE CURB AND GUTTER (178 LF ±)
- ASPHALT REMOVAL (675 SY ±)

NO.	REVISIONS	BY	DATE	APPROVAL



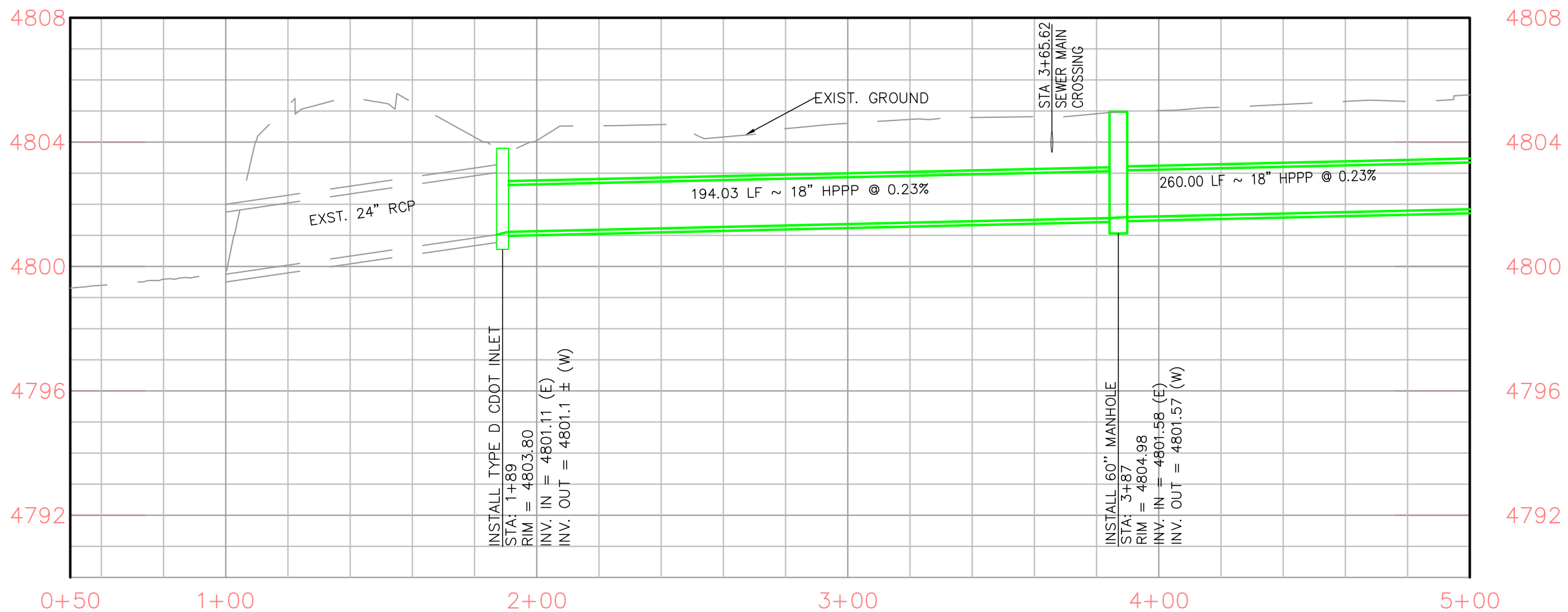
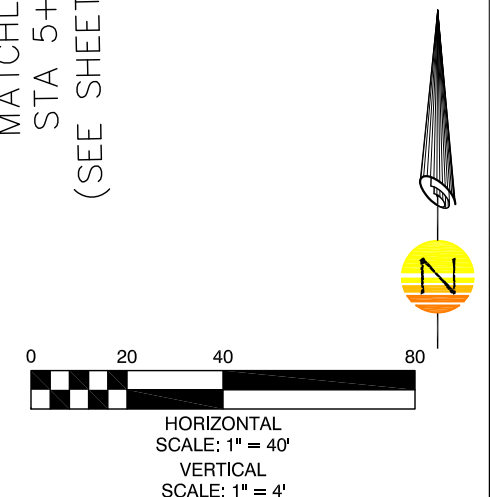
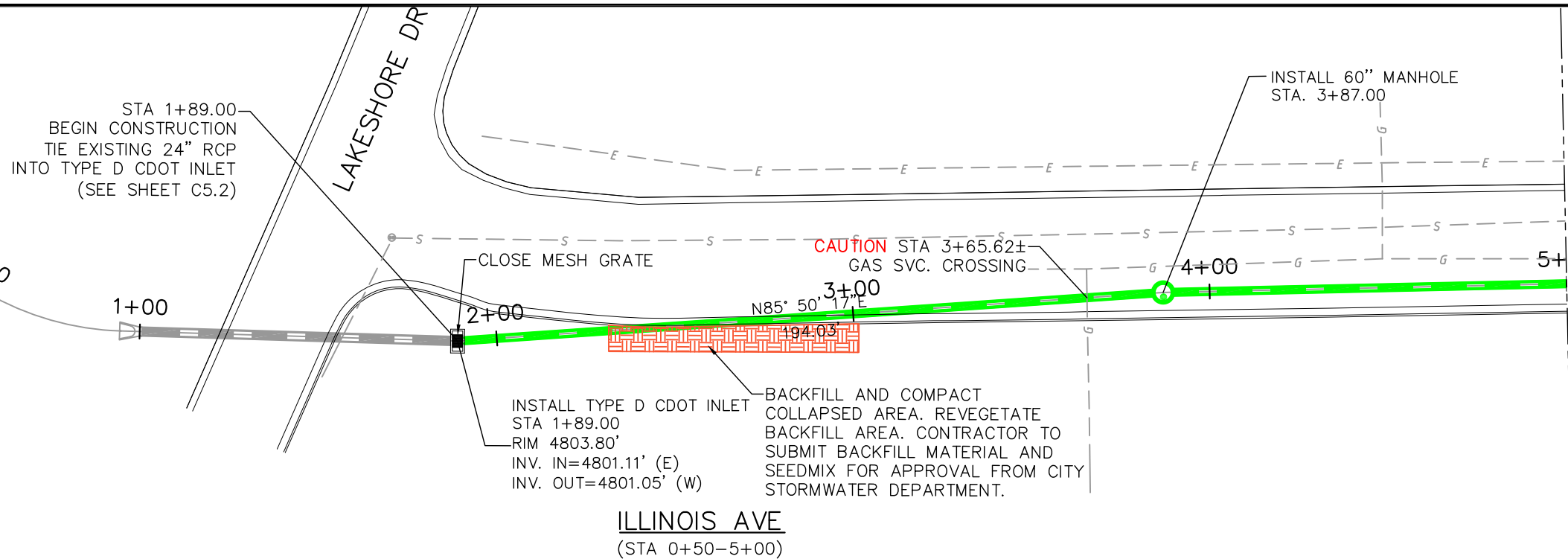
PUBLIC WORKS DEPARTMENT
STORMWATER UTILITY
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2899 PHONE
(719) 553-2294 FAX

SCALE (H): 1" = 40'
SCALE (V): N/A
DRAWN BY: NLS
DESIGNED BY: NLS
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DATE: 8/17/23

ILLINOIS AVE
STORM SEWER IMPROVEMENTS

DEMO PLAN

PROJECT NO.
23-115
SHEET NO.
C4.0

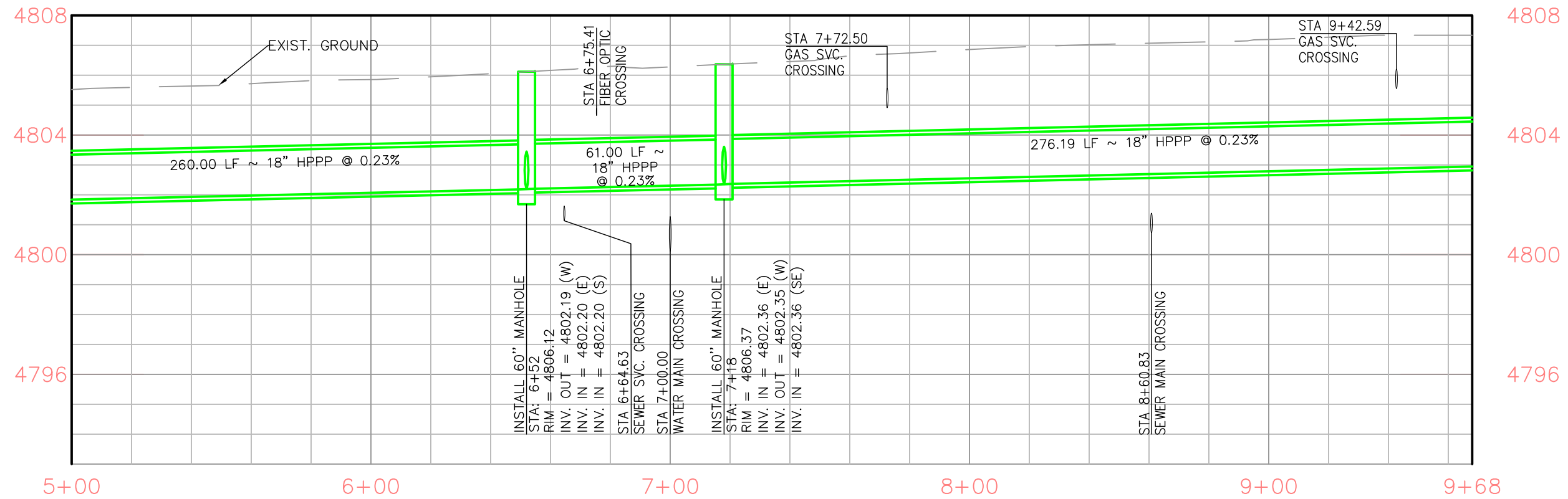
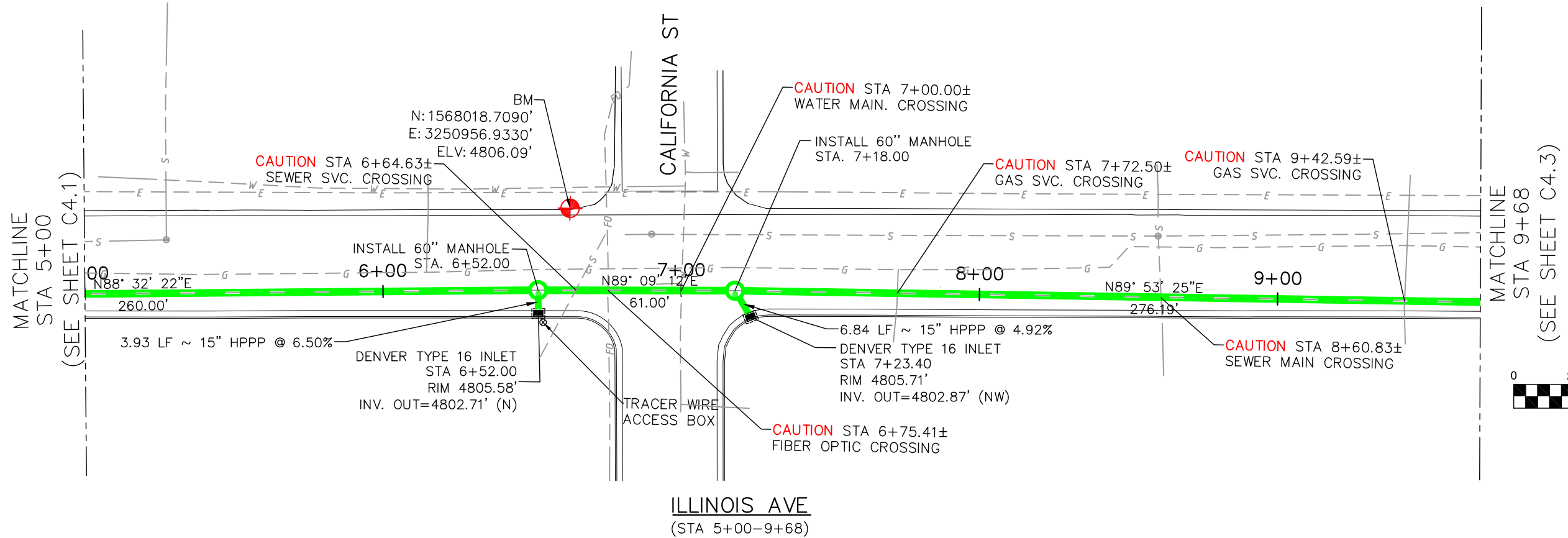


NO.	REVISIONS	BY	DATE	APPROVAL



PUBLIC WORKS DEPARTMENT STORMWATER UTILITY 211 EAST "D" STREET PUEBLO, CO 81003 (719) 553-2899 PHONE (719) 553-2294 FAX	SCALE (H): 1" = 40' SCALE (V): 1" = 4' DRAWN BY: NLS DESIGNED BY: NLS CHECKED BY: JH DATE: 8/17/23
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ILLINOIS AVE STORM SEWER IMPROVEMENTS	PROJECT NO. 23-115
PLAN AND PROFILE	SHEET NO. C5.1



NO.	REVISIONS	BY	DATE	APPROVAL

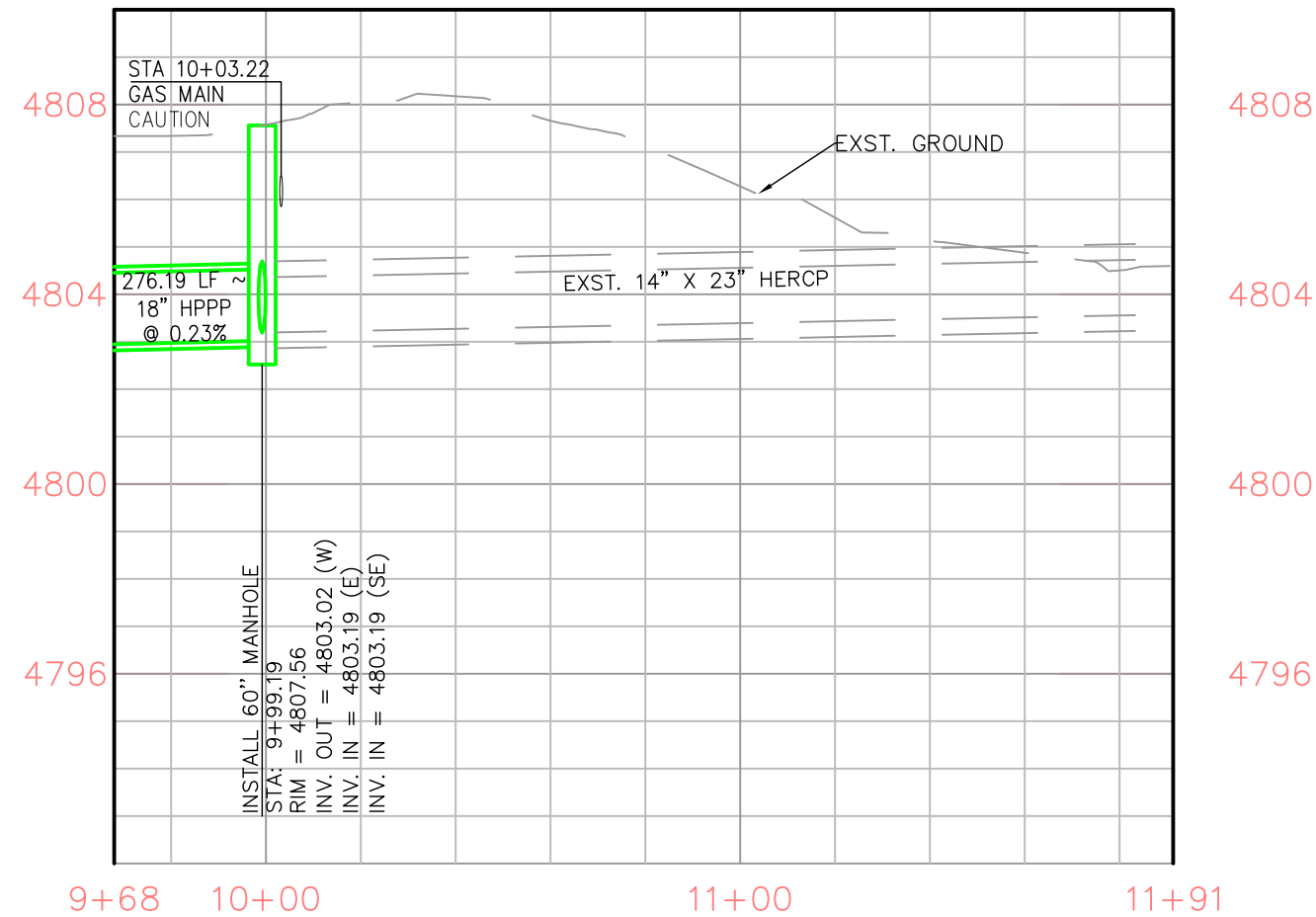
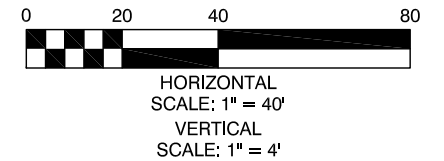
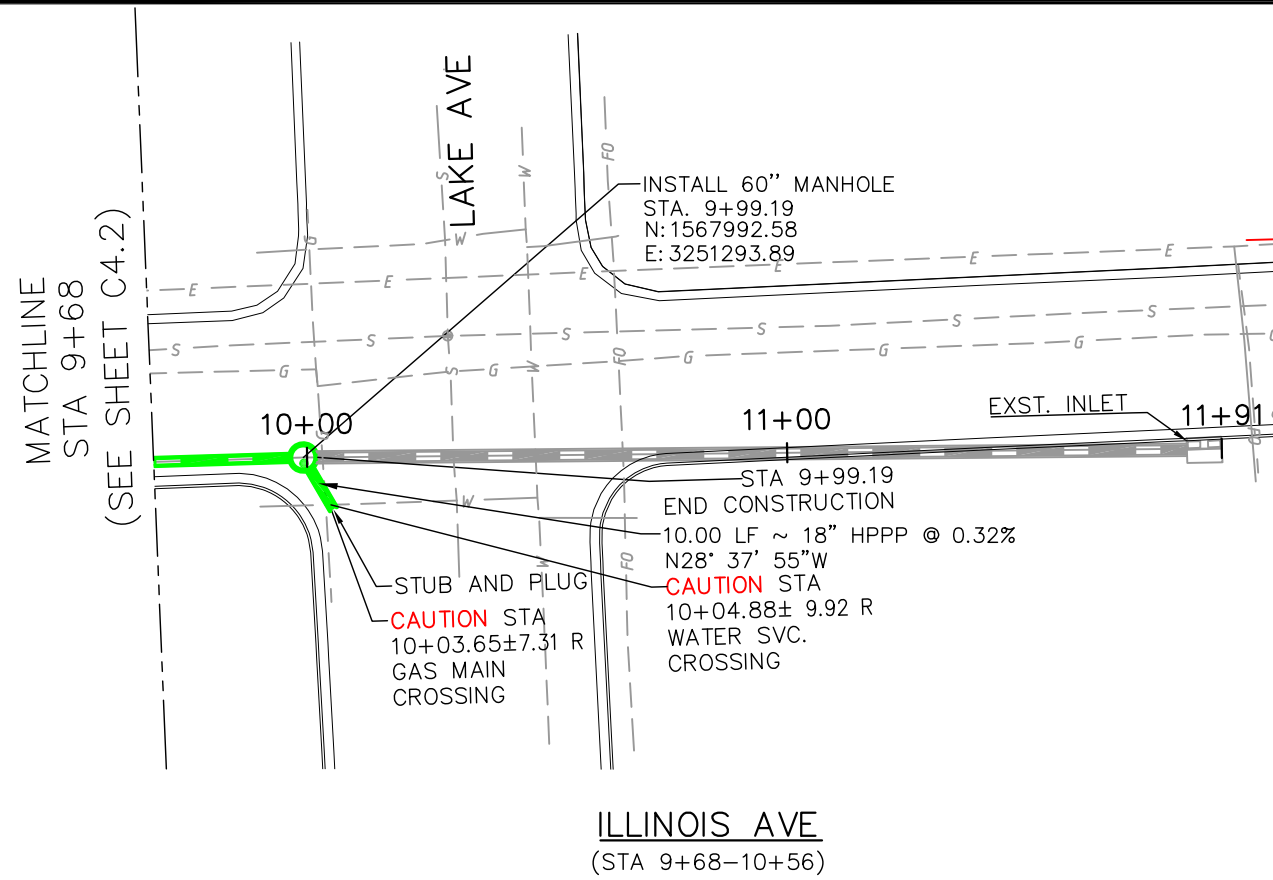


PUBLIC WORKS DEPARTMENT
STORMWATER UTILITY
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2899 PHONE
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SCALE (V): 1" = 4'
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ILLINOIS AVE
STORM SEWER IMPROVEMENTS
PLAN AND PROFILE

PROJECT NO.
23-115
SHEET NO.
C5.2



NO.	REVISIONS	BY	DATE	APPROVAL



PUBLIC WORKS DEPARTMENT
STORMWATER UTILITY
211 EAST "D" STREET PUEBLO, CO 81003
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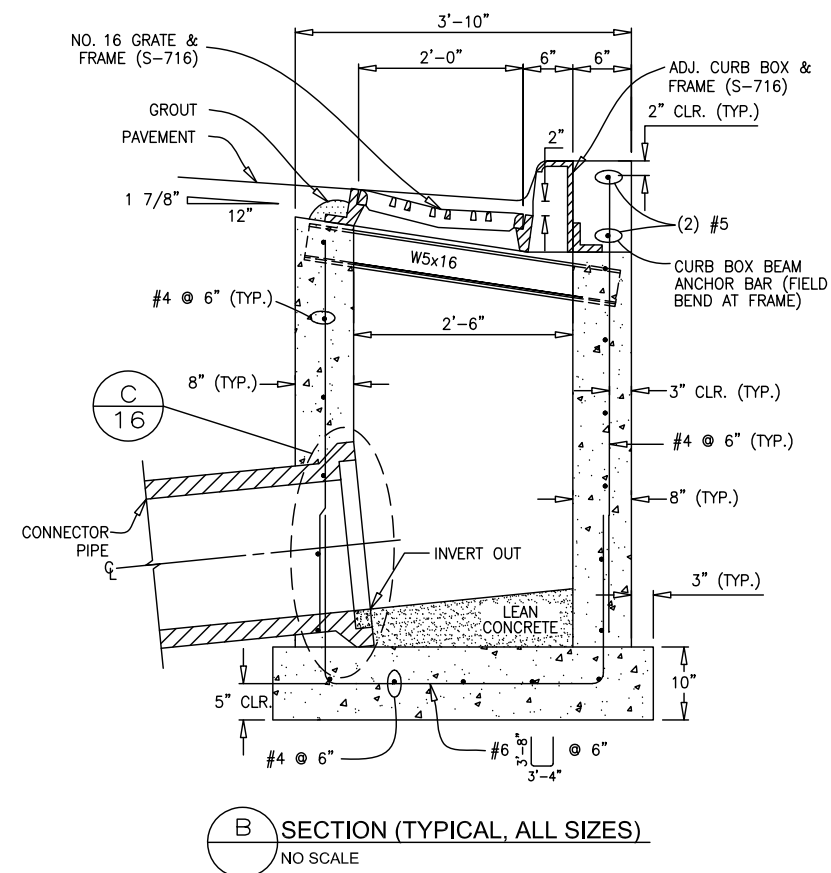
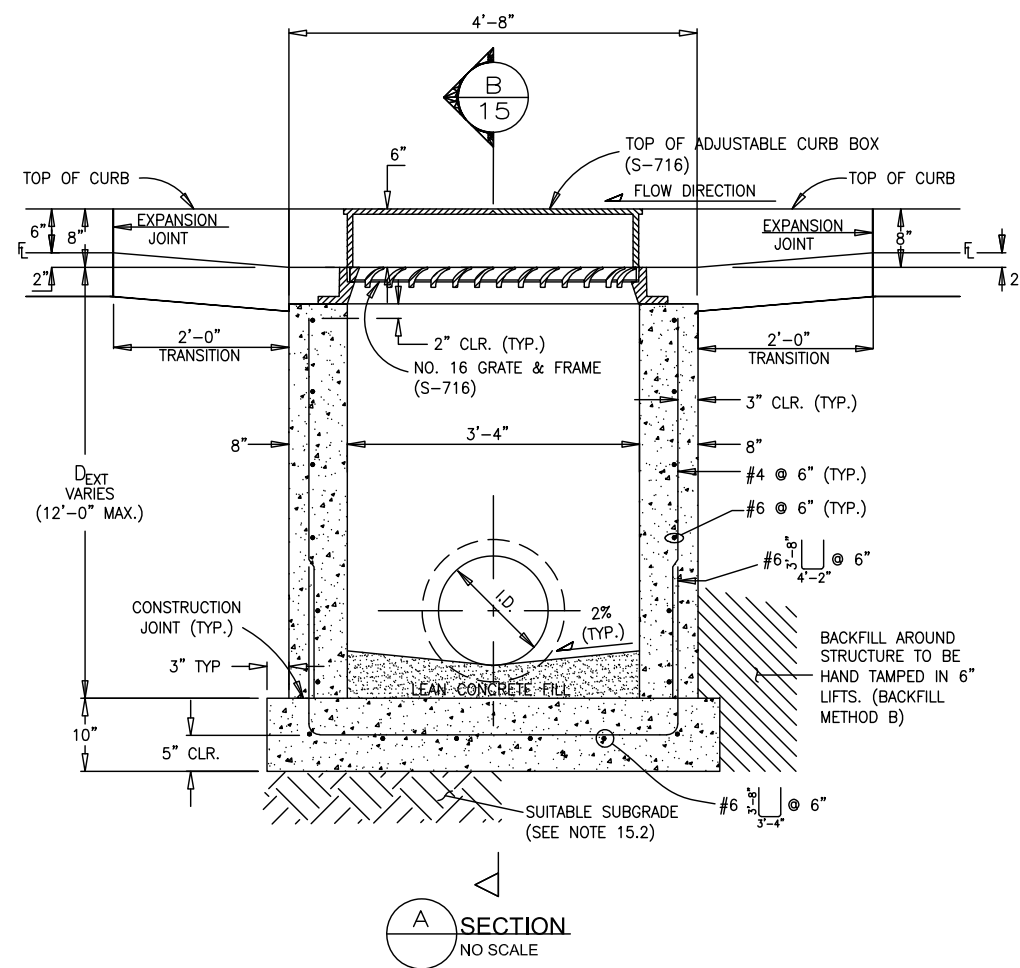
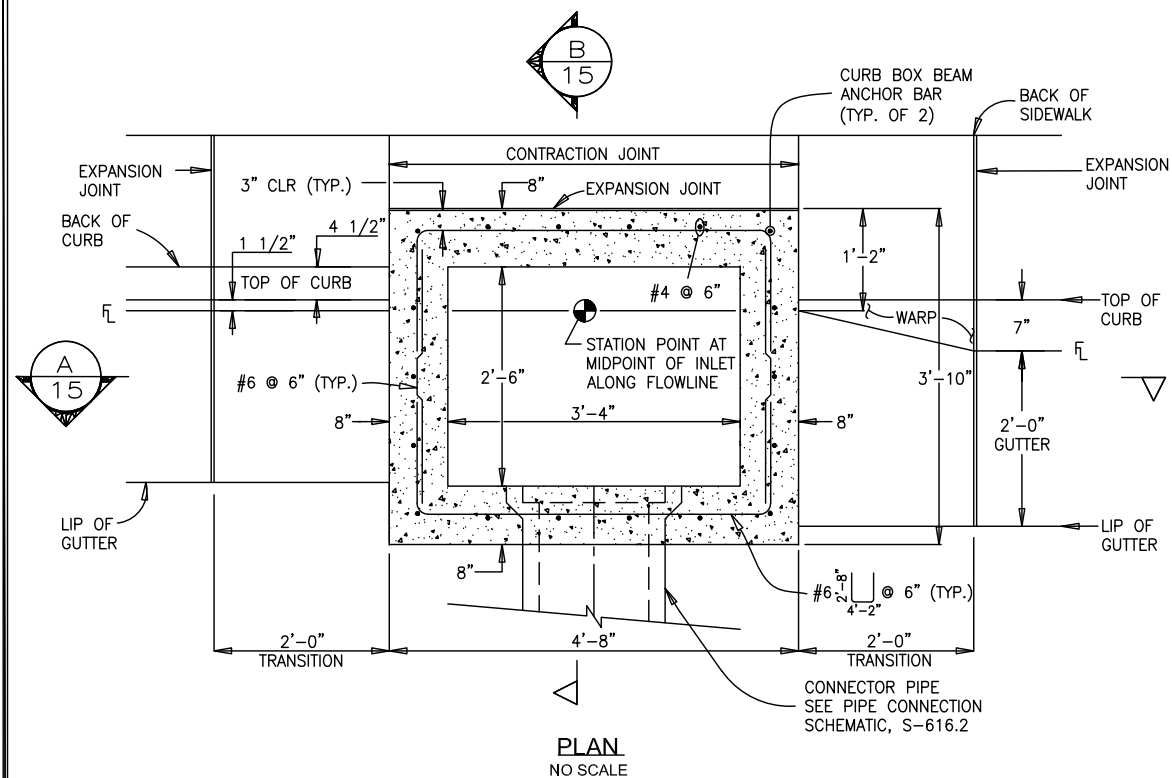
SCALE (H): 1" = 40'
SCALE (V): 1" = 4'
DRAWN BY: NLS
DESIGNED BY: NLS
CHECKED BY: JH
DATE: 8/17/23

ILLINOIS AVE
STORM SEWER IMPROVEMENTS

PLAN AND PROFILE

PROJECT NO.
23-115

SHEET NO.
C5.3



SINGLE NUMBER 16 INLET NOTES:

- 15.1 FOR PAYMENT PURPOSES, INLET STRUCTURES SHALL ALSO INCLUDE 2'-0" CURB & GUTTER TRANSITION SECTION AT EACH END OF INLET PLUS SIDEWALK SECTIONS WHERE REQUIRED BEHIND INLET STRUCTURE AND TRANSITION SECTIONS.
- 15.2 SUB-GRADE SHALL BE 6-12" OF CLASS B BEDDING COMPACTED PER WCPM STANDARD CONSTRUCTION SPECIFICATIONS, ON SUITABLE, UNDISTURBED MATERIAL. IF SUBGRADE IS UNSUITABLE, THE SUBGRADE SHALL BE OVEREXCAVATED AND STABILIZED WITH CLASS B BEDDING PER WCPM STANDARD CONSTRUCTION SPECIFICATIONS.
- 15.3 FLOOR SLOPE MAY BE POURED MONOLITHIC WITH BASE.
- 15.4 S_c = SLOPE OF CONNECTOR = 2% MIN.
- 15.5 UNLESS OTHERWISE SPECIFIED ON THE DRAWINGS OR OTHERWISE APPROVED, ALL NO. 16 INLETS SHALL BE CONSTRUCTED WITH AN ADJUSTABLE CAST IRON CURB BOX (S-716).
- 15.6 DESIGN CONDITIONS FOR INLET ALLOWS DEPTHS OF 12'-0" (MAX.). FOR INLETS MORE THAN 12'-0" FEET IN DEPTH, SHOP DRAWINGS AND DESIGN ANALYSIS SHALL BE SUBMITTED FOR APPROVAL.
- 15.7 ALL REINFORCING STEEL SHALL BE ASTM, A-615, GRADE 60 DEFORMED BARS. DIAMETER OF BEND MEASURED ON THE INSIDE OF THE BAR SHALL BE A MINIMUM OF 6 BAR DIAMETER.
- 15.8 ALL SHALL CONFORM TO AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 8TH EDITION, 2017.
- 15.9 NO FORMWORK SHALL WORK REMAIN INSIDE STRUCTURE WHEN COMPLETE.
- 15.10 CONCRETE MIX FOR GUTTER AND ANY ADDED STREET PANELS SHALL MEET CLASS 2 REQUIREMENTS FOR SULFATE RESISTANCE IN ACCORDANCE WITH CDOT STANDARD 601.04 ON STREETS WHERE MAGNESIUM CHLORIDE CHEMICAL DEICERS ARE APPLIED. REFER TO WCPM STANDARD CONSTRUCTION SPECIFICATIONS SECTION 11 FOR REQUIREMENTS FOR SULFATE RESISTANCE IN CONCRETE EXPOSED TO EARTH.
- 15.11 SPLICING OF REINFORCING STEEL SHALL BE PERMITTED ONLY WHERE DETAILED IN DRAWINGS.
- 15.12 INLET WALLS SHALL BE FORMED BOTH INSIDE AND OUTSIDE. CASTING OF SIDEWALLS AGAINST EARTH IS NOT PERMITTED.
- 15.13 LEAN CONCRETE FILL TO BE $f'c$ = 2000 PSI. INLET STRUCTURE, LID, STREET CURB AND GUTTER, AND PAVEMENT TO BE $f'c$ = 4,500 PSI, MAX w/cm = 0.45 AND AIR ENTRAINED 5% TO 8%. $f'c$ = 28 DAY COMPRESSIVE STRENGTH REQUIREMENT FOR MIX DESIGN, FIELD ACCEPTANCE.
- 15.14 FOR THROUGH STRUCTURES, BENCHES MUST COME TO TOP OF PIPE.
- 15.15 NO CORNER PENETRATIONS ON STRUCTURE.
- 15.16 SEE WCPM STANDARD CONSTRUCTION SPECIFICATIONS SECTION 11.04 STORM INLETS FOR MORE INFORMATION. USE OF THIS DETAIL WITHOUT SPECIFICATIONS SHALL BE CONSIDERED NON-COMPLIANT.
- 15.17 SEE S-616.2 FOR REBAR PLACEMENT AT WALL PENETRATION DETAIL.
- 15.18 REFER TO "TRANSPORTATION STANDARDS AND DETAILS FOR THE ENGINEERING DIVISION" FOR ADJACENT ROADWAY AND SIDEWALK DESIGN CRITERIA.

STANDARD DETAILS SINGLE NUMBER 16 INLET S-616.1		CITY AND COUNTY OF DENVER 2000 W. 3RD AVE. DENVER, CO 80223 www.denvergov.org		THIS DOCUMENT IS THE PROPERTY OF THE CITY AND COUNTY OF DENVER. IT IS TO BE KEPT IN THE OFFICE OF THE ENGINEER.		NO.		DESCRIPTION OF REVISIONS		DATE	BY
DRAWN BY: 											
DESIGNED BY: ASP/JDMT											
APPROVED BY: 											
DRAWING NAME: S616-1.dwg											
DATE: JUNE 2020											
SHEET NO.: 15											

NO.	REVISIONS	BY	DATE	APPROVAL



**PUBLIC WORKS DEPARTMENT
STORMWATER UTILITY**
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2899 PHONE
(719) 553-2294 FAX

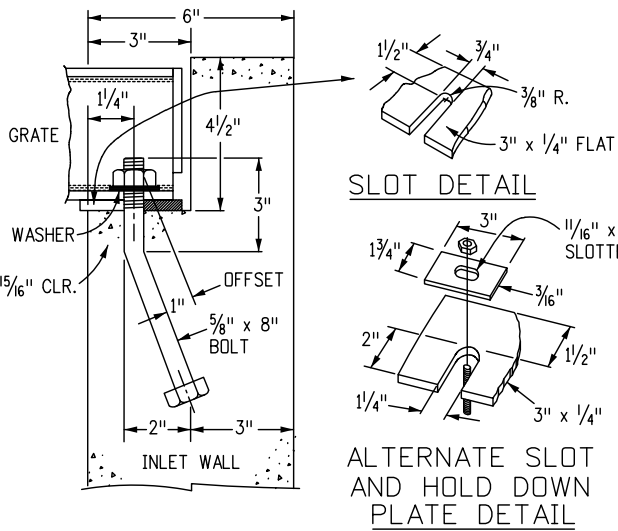
SCALE (H):	N/A
SCALE (V):	N/A
DRAWN BY:	NLS
DESIGNED BY:	NLS
CHECKED BY:	JH
DATE:	8/17/23

ILLINOIS AVE
STORM SEWER IMPROVEMENTS

DETAILS

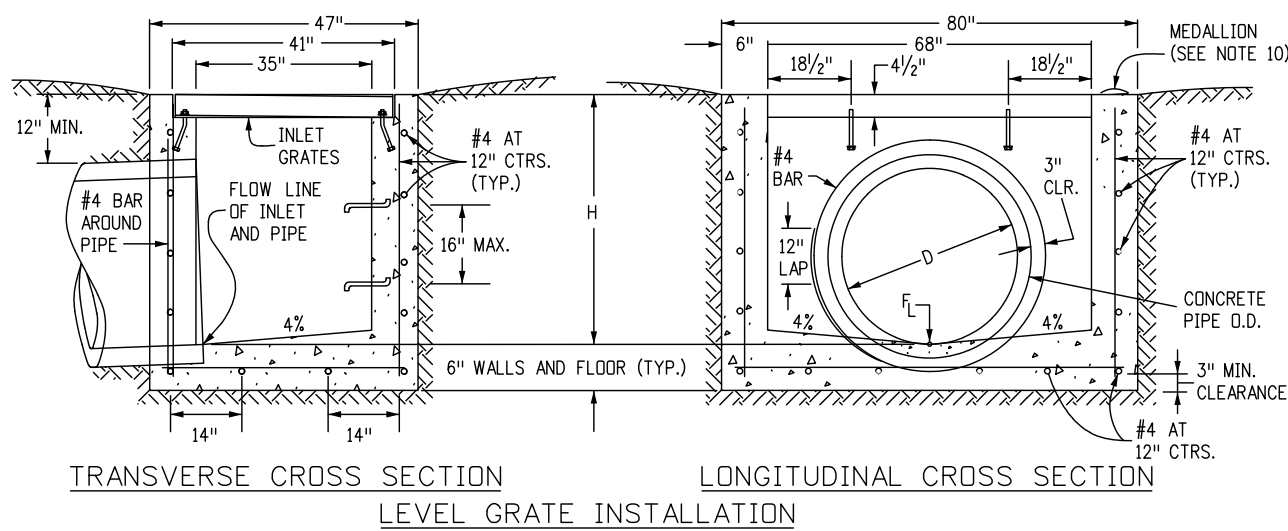
PROJECT NO.
23-115

SHEET NO.
C6.1



SLOT DETAIL

ALTERNATE SLOT AND HOLD DOWN PLATE DETAIL

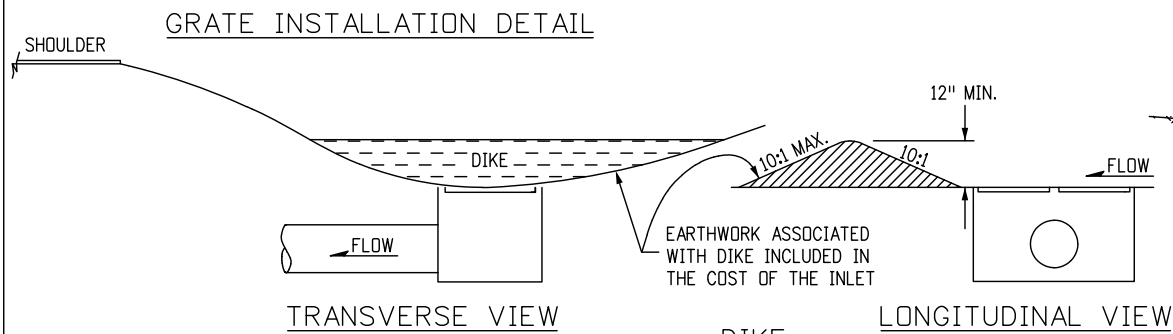


TRANSVERSE CROSS SECTION

LONGITUDINAL CROSS SECTION

LEVEL GRATE INSTALLATION

- GENERAL NOTES**
1. INLET TYPE D IS NOT HS-20 RATED AND SHALL NOT BE PLACED IN PAVED ROADWAYS. THIS INLET SHALL BE USED ONLY OUTSIDE PAVED ROADWAYS.
 2. CONCRETE SHALL BE CLASS B. INLET MAY BE CAST-IN-PLACE OR PRECAST.
 3. SEE PLANS FOR SIZE AND LOCATION OF PIPE.
 4. STRUCTURAL STEEL FOR GRATES AND GRATE INSTALLATION HARDWARE SHALL BE GALVANIZED AND SHALL BE IN ACCORDANCE WITH SUBSECTION 712.06.
 5. STANDARD INLET GRATES SHALL BE USED ON ALL TYPE D INLETS UNLESS CLOSE MESH GRATES ARE SPECIFIED ON THE PLANS.
 6. CLOSE MESH GRATES ARE RECOMMENDED WHERE FOOT TRAFFIC OR BICYCLE ROUTES ARE IN CLOSE PROXIMITY TO GRATE. THIS GRATE IS NOT ADA COMPLIANT OR BICYCLE FRIENDLY AND SHALL NOT BE PLACED DIRECTLY IN SIDEWALKS, CROSSWALKS OR BIKE PATHS.
 7. STEPS SHALL BE PROVIDED WHEN INLET DIMENSION "H" IS EQUAL TO OR GREATER THAN 3 FEET-6 INCHES AND SHALL CONFORM WITH AASHTO M 199.
 8. REINFORCING BARS SHALL BE GRADE 60, EPOXY COATED, AND DEFORMED #4, AND SHALL HAVE A 2 INCH MIN. CLEARANCE. CUT OR BEND BARS AROUND PIPE AS REQUIRED.
 9. ALL INLETS SHALL HAVE A 4 INCH DIA. METAL MEDALLION WITH A "NO DUMPING DRAINS TO STREAM" MESSAGE ON IT. THE MEDALLION SHALL HAVE A FISH SYMBOL WITH A BLUE BACKGROUND. IT SHALL BE FIRMLY ATTACHED TO THE INLET'S SURFACE WITH A PERMANENT FASTENER.

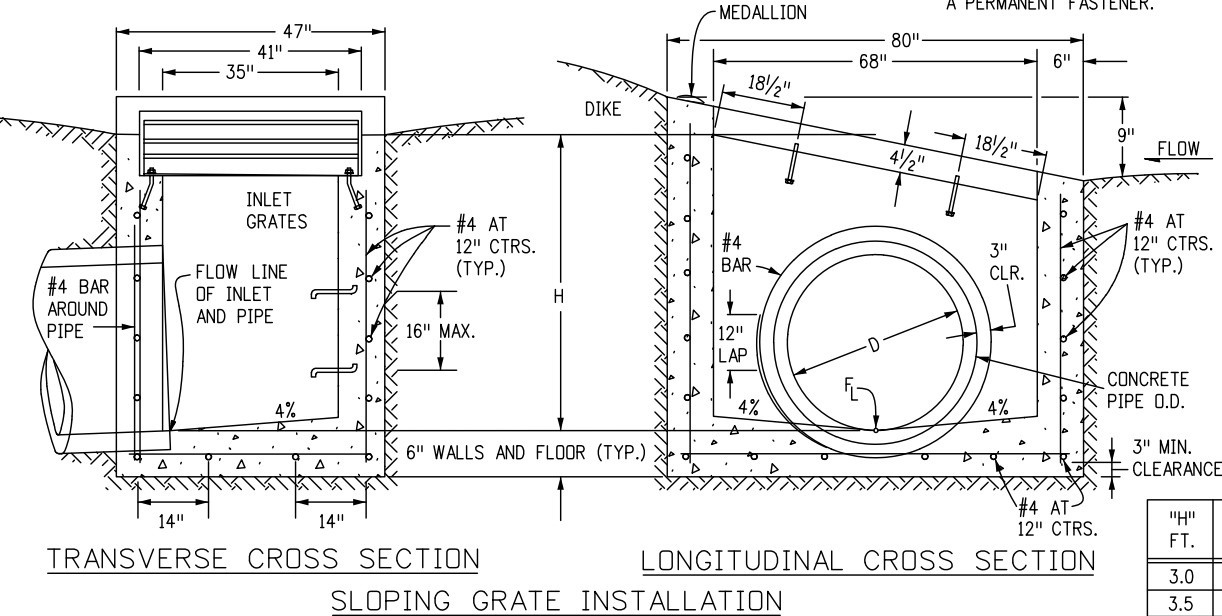


GRATE INSTALLATION DETAIL

TRANSVERSE VIEW

LONGITUDINAL VIEW

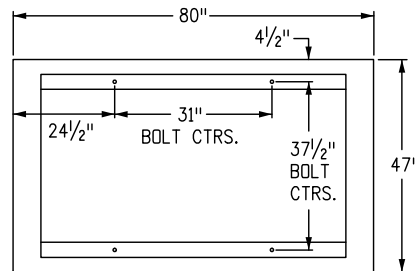
DIKE



TRANSVERSE CROSS SECTION

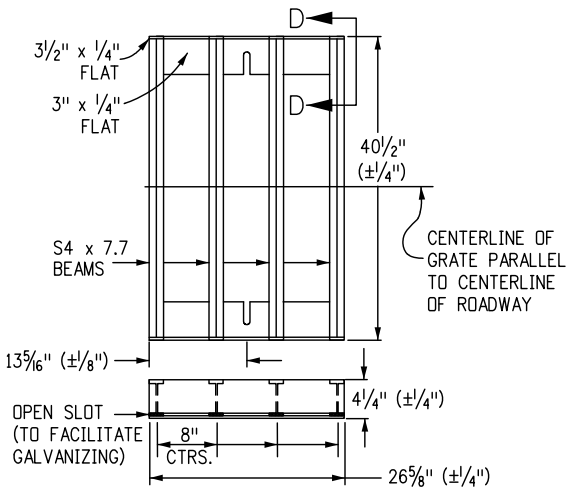
LONGITUDINAL CROSS SECTION

SLOPING GRATE INSTALLATION



PLAN VIEW

(SHOWING ANCHOR BOLT LAYOUT)

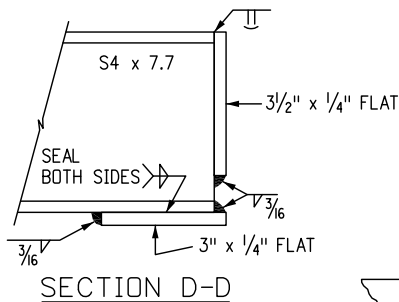


STANDARD INLET GRATE

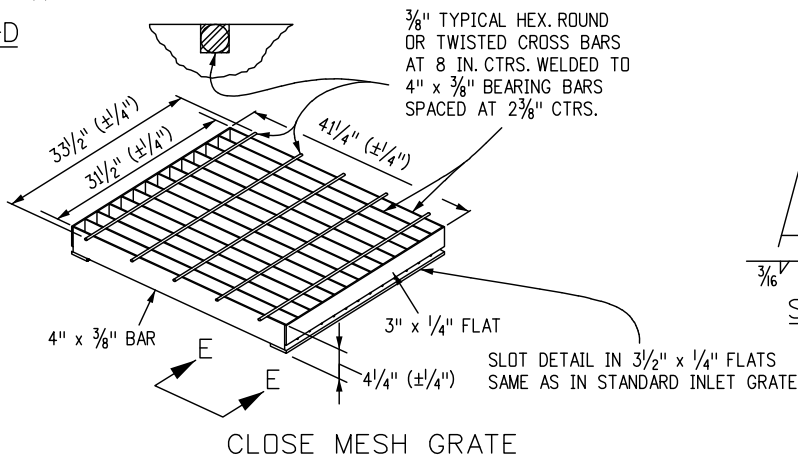
TWO STEEL GRATE PER INLET QUANTITIES

NO. PIECES	DESCRIPTION	LENGTH	LBS PER FT.	WEIGHT (LBS.)
8	S4 x 7.7 BEAM	40"	7.70	206
4	3 1/2" x 1/4" FLAT	26 5/8"	2.98	26
4	3" x 1/4" FLAT	26 5/8"	2.55	24

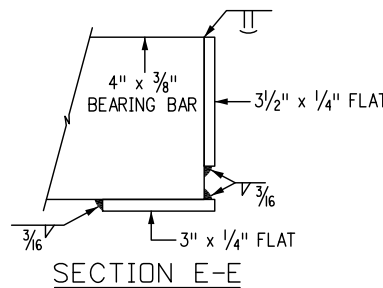
TOTAL LBS. - 256



SECTION D-D



CLOSE MESH GRATE



SECTION E-E

OUTLET PIPE INSIDE DIA. FT. - "D"	MIN. "H" FT.
1.5	3.0
2.0	3.5
2.5	4.0
3.0	4.5
3.5	5.0

"H" FT.	CONCRETE CU. YDS.	STEEL LBS.	CIRCULAR PIPE RANGE INSIDE DIA., IN. - "D"
3.0	1.5	127	18
3.5	1.7	149	18-24
4.0	1.9	157	18-30
4.5	2.0	179	18-36
5.0	2.2	187	18-42
5.5	2.4	208	18-42
6.0	2.6	215	18-42
6.5	2.8	236	18-42
7.0	2.9	243	18-42
7.5	3.1	264	18-42
8.0	3.3	271	18-42
8.5	3.5	292	18-42
9.0	3.6	299	18-42
9.5	3.8	320	18-42
10.0	4.0	327	18-42

▼ CONCRETE AND STEEL QUANTITIES ARE FOR ONE ENTIRE INLET BEFORE DEDUCTION FOR VOLUME OCCUPIED BY PIPE. WEIGHT OF STEEL INCLUDES A RING FOR THE MAXIMUM PIPE DIAMETER.

QUANTITIES FOR ONE INLET

Computer File Information		(R-X) (R-X) (R-X) (R-X)	Sheet Revisions		Colorado Department of Transportation 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch JBK	INLET, TYPE D	STANDARD PLAN NO.	
Creation Date: 07/31/19			Date:	Comments			M-604-11	
Designer Initials: JBK							Standard sheet No. 1 of 1	
Last Modification Date: 07/31/19						Issued by the Project Development Branch: July 31, 2019		
Detailer Initials: LTA								
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English						Project Sheet Number:		

NO.	REVISIONS	BY	DATE	APPROVAL



PUBLIC WORKS DEPARTMENT
STORMWATER UTILITY
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ILLINOIS AVE
STORM SEWER IMPROVEMENTS

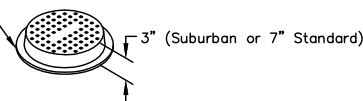
DETAILS

PROJECT NO.
23-115

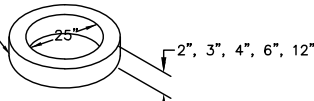
SHEET NO.
C6.2

60" MANHOLE

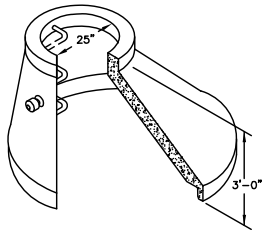
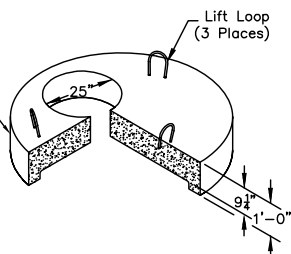
FRAME AND COVER
3" = 275 lbs.
7" = 350 lbs.



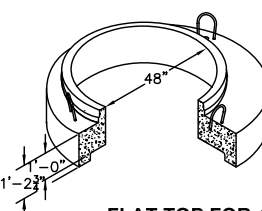
GRADE RING
2" = 80 lbs.
3" = 120 lbs.
4" = 165 lbs.
6" = 245 lbs.
12" = 490 lbs.



FLAT TOP
(Other Hole Sizes and Configurations Available)
3,050 lbs.



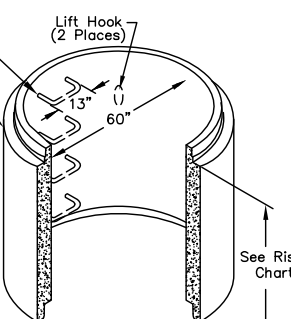
ECCENTRIC CONE
5,800 lbs.



FLAT TOP FOR 48" MANHOLE
2,650 lbs.

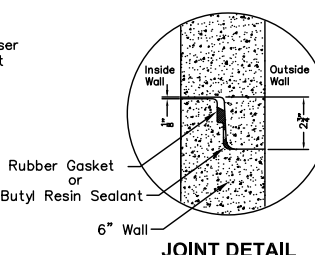
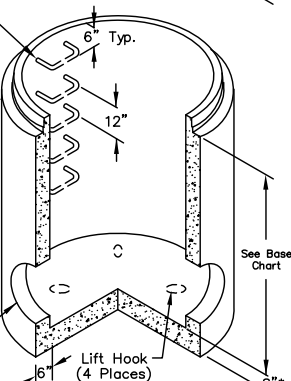
RISER

Outside Height	Weight
1'-0"	1,270 lbs.
2'-0"	2,570 lbs.
3'-0"	3,870 lbs.
4'-0"	5,160 lbs.
5'-0"	6,460 lbs.
6'-0"	7,750 lbs.
7'-0"	9,050 lbs.
8'-0"	10,350 lbs.



BASE

Nominal Height	Weight*
2'-0"	5,520 lbs.
3'-0"	6,820 lbs.
4'-0"	8,110 lbs.
5'-0"	9,410 lbs.
6'-0"	10,710 lbs.
7'-0"	12,000 lbs.
8'-0"	13,300 lbs.



JOINT DETAIL

- Notes:
- Manholes per Specification: ASTM C478
 - Rubber Gasket: ASTM C443
 - Holes: Cored or Cast as Required.
 - Steps: Copolymer Polypropylene Plastic w/#4 Bar in Center.
 - Frame & Cover: Gray Cast Iron ASTM A48 Class 30, Watertight/Tamperproof Cover Available.
 - Optional Extended Base Available.

*Weights Shown for 8" Thick Floor. Optional 12" Floor Available.

**Oldcastle Precast®**
OR APPROVED EQUAL
PO Box 323, Wilsonville, Oregon 97070-0323
Tel: (503) 682-2844 Fax: (503) 682-2657 oldcastleprecast.com/wilsonville

60" MANHOLE
File Name: 020-60MH
Issue Date: 2016

60" MANHOLE

5.0

NO.	REVISIONS	BY	DATE	APPROVAL



PUBLIC WORKS DEPARTMENT
STORMWATER UTILITY
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2899 PHONE
(719) 553-2294 FAX

SCALE (H): N/A
SCALE (V): N/A
DRAWN BY: NLS
DESIGNED BY: NLS
CHECKED BY: JH
DATE: 8/17/23

ILLINOIS AVE
STORM SEWER IMPROVEMENTS

DETAILS

PROJECT NO.
23-115

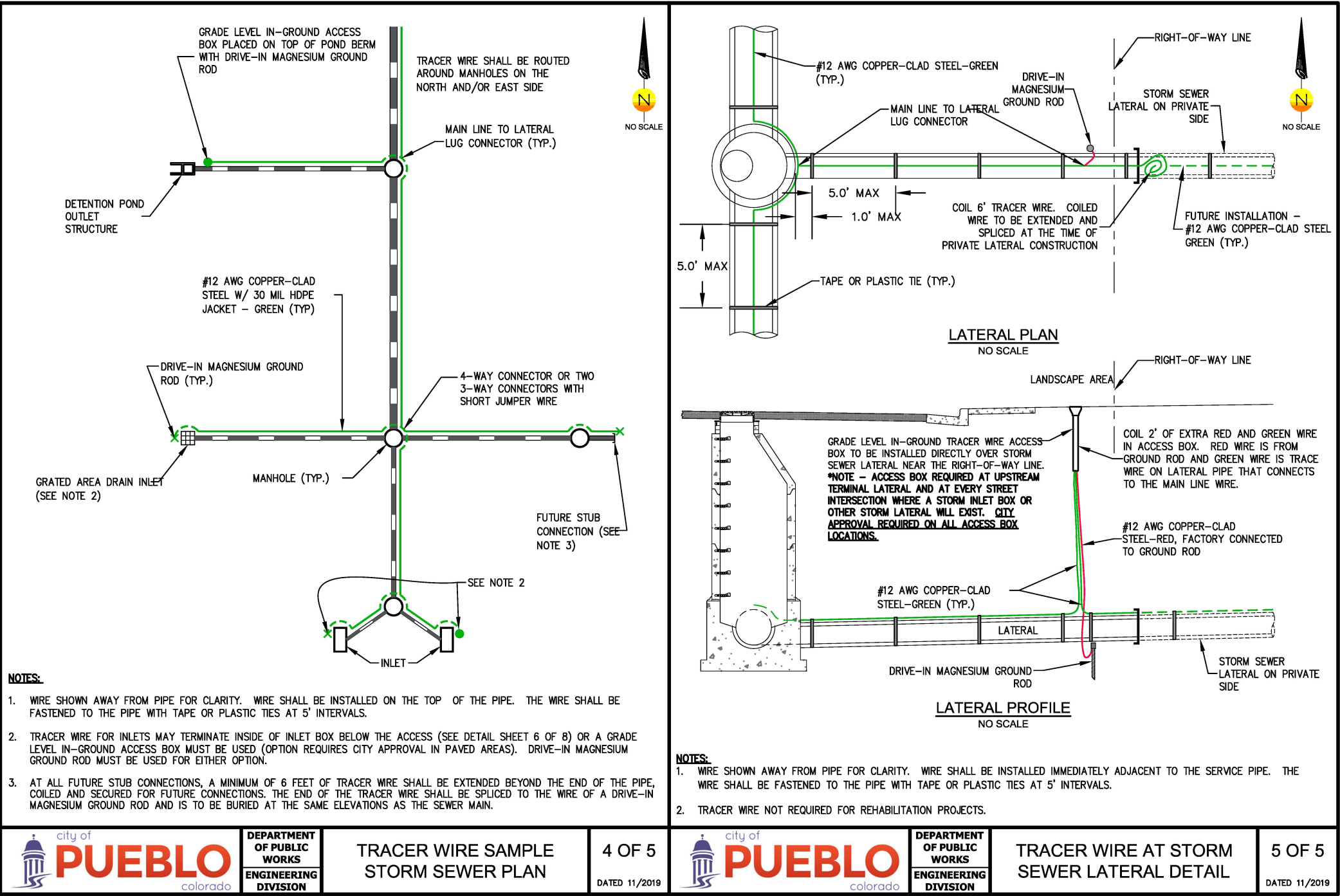
SHEET NO.
C6.3

Materials General All tracer wire and tracer wire products shall be domestically manufactured in the U.S.A. All tracer wire shall have HDPE insulation intended for direct bury, color coated per APWA standard for the specific utility being marked. Tracer Wire • Open Trench - Tracer wire shall be #12 AWG copper clad steel, high strength with minimum 450 lb. break load, with minimum 30 mil HDPE insulation thickness. • Directional Drilling/Boring - Tracer wire shall be #12 AWG copper clad steel, extra high strength with minimum 1,150 lb. break load, with minimum 30 mil HDPE insulation thickness. • Tracer wire - Pipe Bursting/Slip Lining - Tracer wire shall be 7 x 7 stranded copper clad steel, extreme strength with 4,700 lb. break load, with minimum 50 ml HDPE insulation thickness. Connectors • All mainline tracer wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector (SnakeBite™ or approved equal). At crosses, the four wires shall be joined using a 4-way connector. Use of two 3-way connectors with a short jumper wire between them is an acceptable alternative. • Direct bury wire connectors - Shall include SnakeBite™ 3-way lockable connectors (or approved equal) and mainline to lateral lug connectors specifically manufactured for use in underground tracer wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion and shall be installed in a manner so as to prevent any uninsulated wire exposure. • Non-locking friction fit, twist on or taped connectors are prohibited. Termination/Access • All tracer wire termination points must utilize an approved tracer wire access box (above ground access box or grade level/in-ground access box as applicable), specifically manufactured for this purpose. • All grade level/in-ground access boxes shall include a dual terminal switchable lid (SnakePit® LD14G2T-SW or approved equal), be appropriately identified with "sewer" cast into the cap, and color coded per APWA standard for the specific utility being marked. • A minimum of 2 ft. of excess/slack wire is required in all tracer wire access boxes after meeting final elevation. • All tracer wire access boxes must include a manually interruptible conductive/connective link between the terminal(s) for the tracer wire connection and the terminal for the ground rod wire connection. • Ground wire shall be connected to the identified (or bottom) terminal on all access boxes. • Service Laterals on public property - Tracer wire must terminate with a coil of 6 feet of tracer wire for future extension to the building, located at the edge of the road right-of-way, and out of the roadway. • Service Laterals on private property - Tracer wire must terminate at an approved above-ground tracer wire access box, affixed to the building exterior directly above where the utility enters the building, at an elevation not greater than 5 vertical feet above finished grade, or terminate at an approved grade level/in-ground tracer wire access box, located within 2 linear feet of the building being served by the utility. • Long-runs, in excess of 2,500 linear feet - Tracer wire access must be provided utilizing an approved grade level/in-ground tracer wire access box, located at the edge of the road right-of-way and out of the roadway. The grade level/in-ground tracer wire access box shall be delineated using a minimum 48" polyethylene marker post, color coded per APWA standard for the specific utility being marked or other approved marker by the City of Pueblo. Grounding • Tracer wire must be properly grounded at all dead ends/stubs. • Grounding of tracer wire shall be achieved by use of a drive-in magnesium ground rod with a minimum of 20ft of #12 red HDPE insulated copper clad steel wire connected to anode (minimum 1.5 lb.) specifically manufactured for this purpose and buried at the same elevation as the utility. • When grounding the tracer wire at dead ends/stubs, the ground rod shall be installed in a direction 180 degrees opposite of the tracer wire, at the maximum possible distance. • When grounding the tracer wire in areas where the tracer wire is continuous and neither the mainline tracer wire or the ground rod wire will be terminated at/above grade, install ground rod wire directly beneath and in-line with the tracer wire. Do not coil excess wire from ground rod wire. In this installation method, the ground rod wire shall be trimmed to an appropriate length before connecting to tracer wire with a mainline to lateral lug connector. • Where the ground rod wire will be connected to a tracer wire access box, a minimum of 2 ft. of excess/slack wire is required after meeting final elevation.					Installation General • Tracer wire installation shall be performed in such a manner that allows proper access for connection of line tracing equipment, proper locating of wire without loss or deterioration of low frequency (512Hz) signal for distances in excess of 1,000 linear feet, and without distortion of signal caused by multiple wires being installed in close proximity to one another. • Tracer wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed. • Any damage occurring during installation of the tracer wire must be immediately repaired by removing the damaged wire and installing a new section of wire with approved connectors. Taping and/or spray coating shall not be allowed. • Tracer wire shall be installed at the top of the pipe and secured (taped/tied) at 5' intervals. • Tracer wire must be properly grounded as specified. • Tracer wire on all service laterals/stubs must terminate at an approved tracer wire access box located directly above the utility, at the edge of the road right-of-way but out of the roadway. (See Tracer wire Termination/Access) • At all mainline dead-ends, tracer wire shall go to ground using an approved connection to a drive-in magnesium ground rod, buried at the same depth as the tracer wire. (See Grounding) • Mainline tracer wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end and ground using an approved waterproof connection to a ground rod buried at the same depth as the tracer wire. • All service lateral tracer wires shall be a single wire, connected to the mainline tracer wire using an approved mainline to lateral lug connector, installed without cutting/splicing the mainline tracer wire. • In occurrences where an existing tracer wire is encountered on an existing utility that is being extended or tied into, the new tracer wire and existing tracer wire shall be connected using approved splice connectors and shall be properly grounded at the splice location as specified. Storm & Sanitary Sewer Systems • All service lateral tracer wires must be properly connected to the mainline tracer wire to ensure full tracing/locating capabilities from a single connection point. • Lay mainline tracer wire continuously, by-passing around the outside of manholes/structures on the north or east side. • Tracer wire on all sewer laterals must terminate at the property line with a coil of 6 feet of tracer wire taped directly to the service lateral at the edge of the road right-of-way or at an approved location. • The City of Pueblo Stormwater Department or Wastewater Department must be contacted to inspect tracer wire installation prior to backfilling any infrastructure that connects to the City's storm sewer or sanitary sewer system. Prohibited Products and Methods The following products and methods shall not be allowed or acceptable: • Uninsulated tracer wire • Tracer wire insulations other than HDPE • Tracer wires not domestically manufactured • Non-locking, friction fit, twist on or taped connectors • Brass or copper ground rods • Wire connections utilizing taping or spray-on waterproofing • Looped wire or continuous wire installations, that has multiple wires laid side-by-side or in close proximity to one another • Tracer wire wrapped around the corresponding utility • Brass fittings with tracer wire connection lugs • Wire terminations within the roadway, i.e. in valve boxes, cleanouts, manholes, etc. • Connecting tracer wire to any conductive utilities Testing • All new tracer wire installations shall be located using typical low frequency (512Hz) line tracing equipment, witnessed by the contractor, engineer and facility owner as applicable, prior to acceptance of ownership. • This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project. • Continuity testing in lieu of actual line tracing shall not be accepted.					Products The following products have been deemed acceptable and appropriate. These products are a guide only to help you choose the correct applications for your tracer wire project. • Copper-Clad Steel (CCS) Tracer Wire ◦ Open Trench - Copperhead® #12 High Strength part # 1230G-HS or approved equal. ◦ Directional Drilling/Boring - Copperhead® Extra High Strength part # 1245G-EHS or approved equal. ◦ Pipe Bursting/Slip Lining - Copperhead® SoloShot Extreme Strength 7 x 7 Stranded part # GPBX- 50 or approved equal. • Connectors ◦ Copperhead® 3-way locking connector part # LSC1230C or approved equal. ◦ DryConn 3-way Direct Bury Lug: Copperhead® Part # 3WB-01 or approved equal. • Termination/Access ◦ Non-Roadway access boxes applications: Tracer wire access boxes grade level Copperhead® 3-way Direct Bury Lug adjustable lite duty Part # LD14G2T-SW or approved equal. ◦ Concrete / Driveway access box applications: Tracer wire access boxes grade level Copperhead® Part # CD14G2T-SW or approved equal. • Grounding ◦ Drive in Magnesium Ground Rod: Copperhead® Part # ANO-12 (1.5 lb.) or approved equal. Manufacturer Product Options: Copperhead® products or approved equal.				
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	DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	TRACER WIRE SPECIFICATIONS (1)	1 OF 5		DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	TRACER WIRE SPECIFICATIONS (2)	2 OF 5		DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	TRACER WIRE SPECIFICATIONS (3)	3 OF 5
	DATED 11/2019				DATED 11/2019				DATED 11/2019		

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								PUBLIC WORKS DEPARTMENT STORMWATER UTILITY 211 EAST "D" STREET PUEBLO, CO 81003 (719) 553-2899 PHONE (719) 553-2294 FAX	SCALE (H): N/A SCALE (V): N/A DRAWN BY: NLS DESIGNED BY: NLS CHECKED BY: JH DATE: 8/17/23	ILLINOIS AVE STORM SEWER IMPROVEMENTS	PROJECT NO. 21-115
NO.	REVISIONS	BY	DATE	APPROVAL						DETAILS	SHEET NO. C6.4



NO.	REVISIONS	BY	DATE	APPROVAL



PUBLIC WORKS DEPARTMENT
STORMWATER UTILITY
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2899 PHONE
(719) 553-2294 FAX

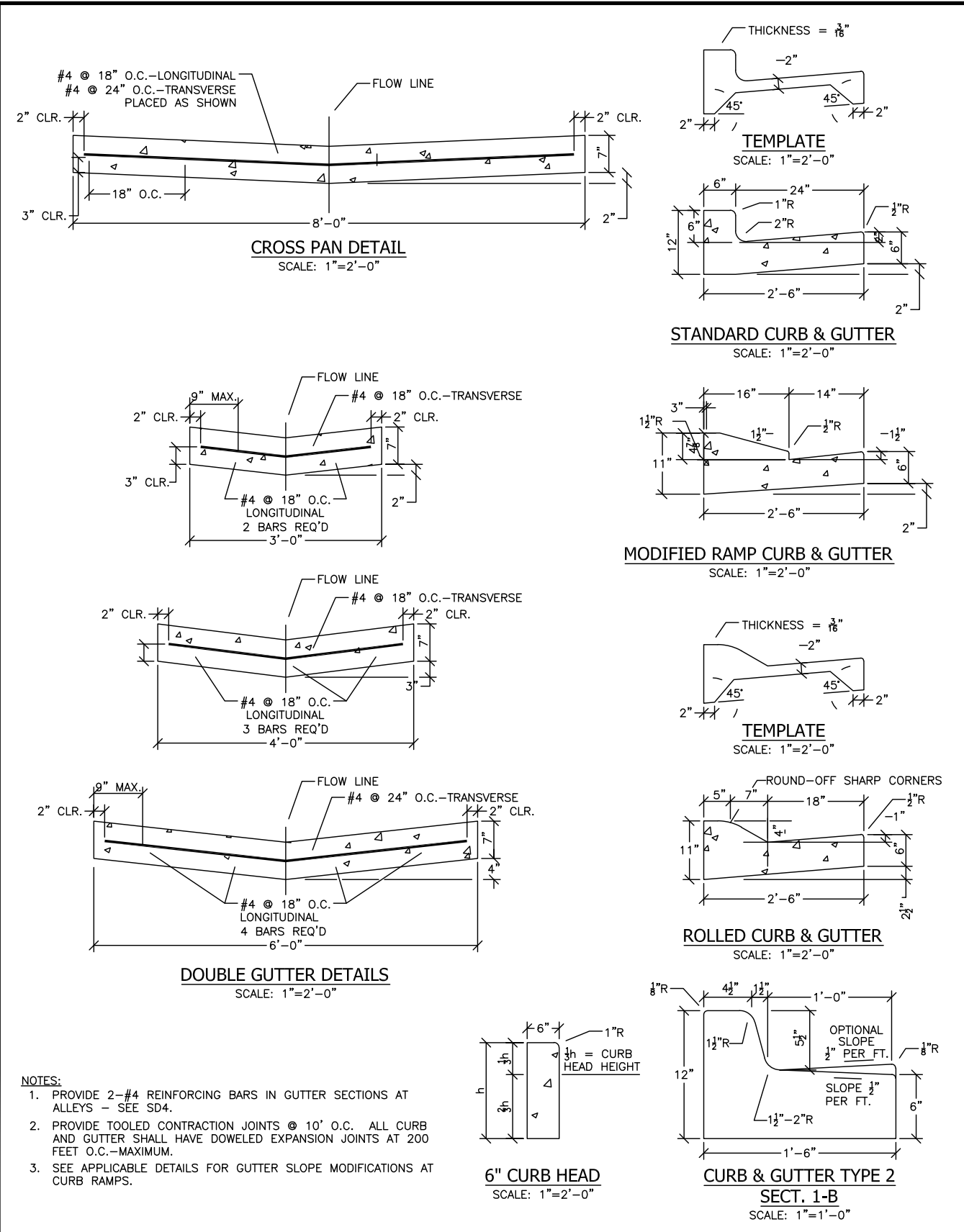
SCALE (H): N/A
SCALE (V): N/A
DRAWN BY: NLS
DESIGNED BY: NLS
CHECKED BY: JH
DATE: 8/17/23

ILLINOIS AVE
STORM SEWER IMPROVEMENTS

DETAILS

PROJECT NO.
23-115

SHEET NO.
C6.5



		CONCRETE CURB & GUTTER, DOUBLE GUTTER AND CROSS PAN	SD2
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION	DRAWN BY: JM
10/17/2022		211 EAST "D" ST. PUEBLO, CO 81003	CHECKED BY: BQ
REVISION	(719) 553-2295 PHONE	APPROVED BY: CR	

NO.	REVISIONS	BY	DATE	APPROVAL

PUBLIC WORKS DEPARTMENT

STORMWATER UTILITY

211 EAST "D" STREET PUEBLO, CO 81003

(719) 553-2899 PHONE

(719) 553-2294 FAX

SCALE (H): N/A

SCALE (V): N/A

DRAWN BY: NLS

DESIGNED BY: NLS

CHECKED BY: JH

DATE: 8/17/23

ILLINOIS AVE STORM SEWER IMPROVEMENTS		PROJECT NO. 23-115
DETAILS		SHEET NO. C6.6



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: October 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION RATIFYING THE AWARD OF A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$82,551 TO K.R. SWERDFEGER CONSTRUCTION, INC., FOR AN EMERGENCY STORM SEWER POINT REPAIR AT DREW DIX PARK AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution ratifies the award of an construction contract to K.R. Swerdfeger Construction, Inc., for emergency storm sewer point repair at Drew Dix Park.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Stormwater Utility Department was notified that there was a sinkhole developing over a storm sewer main in Drew Dix Park. Televised inspection of the corrugated metal pipe revealed several structural defects throughout the entire metal pipe. An emergency point repair was authorized by the Mayor to repair the stormwater main.

This work was performed under the 2020-2022 Storm Sewer Point Repair Ordinance #9755 which contractors were qualified via competitive bid.

The cost breakdown for the project is as follows:

Bid Item	Description	Bid Quantities	Quantity	K.R. Swerdfeger Construction	
				Unit Price	Total Price
15	Remove Existing Pipe and Replace w/36" Polypropylene Corrugated Double Wall Pipe Less than 8' Deep	>100 LF	320	\$241.00	\$77,120.00
32	Dissimilar Pipe Connection for Pipe 30" to 42"	EA	2	\$958.00	\$1,916.00
39	Mobilization	EA	1	\$3,515.00	\$3,515.00
					\$82,551.00

FINANCIAL IMPLICATIONS:

Funding for this project came from the Stormwater Utility budget. Funding was available and had been budgeted, appropriated, and allocated to Project No. SW1501.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Not applicable

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Bid Summary
2. Site Location Map

RESOLUTION NO. 15389

A RESOLUTION RATIFYING THE AWARD OF A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$82,551 TO K.R. SWERDFEGER CONSTRUCTION, INC., FOR AN EMERGENCY STORM SEWER POINT REPAIR AT DREW DIX PARK AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

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

WHEREAS, the point repair work was awarded to K.R. Swerdfeger Construction, Inc., under the 2020-2022 Storm Sewer Point Repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of stormwater pipes at Drew Dix Park by K.R. Swerdfeger, Inc., Project No. 20-019 (SW1501), awarded to said bidder in the amount of \$82,551.00.

SECTION 2.

Funds for Project No. 20-019 (SW1501) shall be from the Stormwater Utility Fund.

SECTION 3.

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

SECTION 4.

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

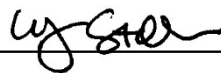
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 

<u>2020-2022 Storm Sewer Point Repair</u>					
Date:		1/5/23			
Project Number:		20-019 (SW1501)			
Bid Item	Description	Bid Quantities	Quantity	K.R. Swerdfeger Construction	
				Unit Price	Total Price
15	Remove Existing Pipe and Replace w/36"	>100 LF	320	\$241.00	\$77,120.00
32	Dissimilar Pipe Connection for Pipe 30" to 42"	EA	2	\$958.00	\$1,916.00
39	Mobilization	EA	1	\$3,515.00	\$3,515.00
40	Traffic Control	LS			
					\$82,551.00



0 50 100 200
US Feet

Drew Dix Park

The City of Pueblo, Colorado does not guarantee nor provide any warranty, expressed or implied, as to the representative completeness or accuracy of maps and data provided herein

nearmap
.com





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: October 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$64,638.45 TO A5 CONSTRUCTION FOR PROJECT NO. 23-124, CONCRETE IMPROVEMENTS - 1100TH BLOCK OF ACERO AVENUE (CDBG), SETTING FORTH \$20,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to A5 Construction for Project No. 23-124, Concrete Improvements - 1100th Block of Acero Avenue (CDBG).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of concrete improvements along the 1100th Block of Acero Avenue and the construction of ADA curb ramps at the southwest and southeast corners of Acero Avenue and West Arroyo Avenue. This Resolution awards the construction contract to A5 Construction.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$84,638.45 (contract and contingencies) will be paid from account Project No. CD2310, ADA Curb Ramps - State Fair.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-124 Bid Summary

RESOLUTION NO. 15390

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$64,638.45 TO A5 CONSTRUCTION FOR PROJECT NO. 23-124, CONCRETE IMPROVEMENTS - 1100TH BLOCK OF ACERO AVENUE (CDBG), SETTING FORTH \$20,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-124, Concrete Improvements - 1100th Block of Acero Avenue (CDBG) have been received and examined; AND,

WHEREAS, the proposal of A5 Construction, was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-124, Concrete Improvements - 1100th Block of Acero Avenue (CDBG) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-124, Concrete Improvements - 1100th Block of Acero Avenue (CDBG) to be performed, and the contract for said project is hereby awarded to A5 Construction in the amount of \$64,638.45.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$20,000.00

SECTION 4.

Funds in the amount of \$84,638.45, for the contract and contingencies, shall be from account Project CD2310, ADA Curb Ramps - State Fair.

SECTION 5.

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

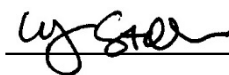
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 



City of Pueblo
Purchasing

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

EVALUATION TABULATION

IFB No. 23-124 (CD2310)

Concrete Improvements - 1100 Block of Acero Avenue (CDBG)

RESPONSE DEADLINE: September 20, 2023 at 10:30 am

Report Generated: Friday, September 22, 2023

SELECTED VENDOR TOTALS

Vendor	Total
A 5 Construction	\$64,638.45
Full Tilt Construction, Inc	\$88,582.57
Baha Construction, Inc.	\$100,204.50
Empire Construction Services, LLC	\$102,444.32

EVALUATION TABULATION

IFB No. 23-124 (CD2310)

Concrete Improvements - 1100 Block of Acero Avenue (CDBG)

BASE BID

Base Bid					A 5 Construction		Baha Construction, Inc.		Empire Construction Services, LLC		Full Tilt Construction, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Asphalt	1278	SF	\$4.00	\$5,112.00	\$4.00	\$5,112.00	\$6.76	\$8,639.28	\$2.50	\$3,195.00
X	2	Remove Curb and Gutter	191	LF	\$10.00	\$1,910.00	\$12.00	\$2,292.00	\$7.20	\$1,375.20	\$12.00	\$2,292.00
X	3	Remove Concrete	657	SF	\$4.00	\$2,628.00	\$4.50	\$2,956.50	\$4.37	\$2,871.09	\$5.95	\$3,909.15
X	4	Remove 7" Reinforced Concrete	123	SF	\$6.15	\$756.45	\$8.00	\$984.00	\$7.43	\$913.89	\$7.00	\$861.00
X	5	Construct Curb Head	67	LF	\$21.00	\$1,407.00	\$25.00	\$1,675.00	\$28.63	\$1,918.21	\$21.00	\$1,407.00
X	6	Construct Curb and Gutter	191	LF	\$41.00	\$7,831.00	\$45.00	\$8,595.00	\$44.33	\$8,467.03	\$42.00	\$8,022.00
X	7	Construct 4" Concrete	3446	SF	\$7.00	\$24,122.00	\$12.00	\$41,352.00	\$9.07	\$31,255.22	\$12.13	\$41,799.98
X	8	Construct 6" Concrete	343	SF	\$9.00	\$3,087.00	\$16.00	\$5,488.00	\$29.70	\$10,187.10	\$25.68	\$8,808.24
X	9	Construct 7" Reinforced Concrete	123	SF	\$12.00	\$1,476.00	\$20.00	\$2,460.00	\$47.93	\$5,895.39	\$21.75	\$2,675.25
X	10	Construct 2" Asphalt Patch	120	SF	\$7.00	\$840.00	\$16.00	\$1,920.00	\$13.50	\$1,620.00	\$11.03	\$1,323.60

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - 1100 Block of Acero Avenue (CDBG)

Page 2

EVALUATION TABULATION

IFB No. 23-124 (CD2310)

Concrete Improvements - 1100 Block of Acero Avenue (CDBG)

Base Bid					A 5 Construction		Baha Construction, Inc.		Empire Construction Services, LLC		Full Tilt Construction, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	11	Construct Asphalt Roadway Patch	391	SF	\$9.00	\$3,519.00	\$20.00	\$7,820.00	\$20.03	\$7,831.73	\$12.05	\$4,711.55
X	12	Install Tactile Band 24"x24"	9	Each	\$300.00	\$2,700.00	\$350.00	\$3,150.00	\$181.71	\$1,635.39	\$175.00	\$1,575.00
X	13	Install Tactile Band 15' Radius	7	Each	\$350.00	\$2,450.00	\$450.00	\$3,150.00	\$202.50	\$1,417.50	\$175.00	\$1,225.00
X	14	Class 6 Base Material (Place and Compact)	3	Ton	\$100.00	\$300.00	\$250.00	\$750.00	\$109.02	\$327.06	\$92.60	\$277.80
X	15	Erosion and Sediment Control	1	LS	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$616.92	\$616.92	\$500.00	\$500.00
X	16	Traffic Control	1	LS	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$3,240.00	\$3,240.00	\$3,500.00	\$3,500.00
X	17	Mobilization	1	LS	\$2,500.00	\$2,500.00	\$9,000.00	\$9,000.00	\$14,233.31	\$14,233.31	\$2,500.00	\$2,500.00
Total						\$64,638.45		\$100,204.50		\$102,444.32		\$88,582.57

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - 1100 Block of Acero Avenue (CDBG)

Page 3

EVALUATION TABULATION

IFB No. 23-124 (CD2310)

Concrete Improvements - 1100 Block of Acero Avenue (CDBG)

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	A 5 Construction	Baha Construction, Inc.	Empire Construction Services, LLC	Full Tilt Construction, Inc
BID GUARANTEE	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass		Pass
PERFORMANCE OF WORK REQUIREMENT:	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENT OF PREVAILING WAGES & ADDITIONAL WAGE CLASSIFICATION RESPONSIBILITY	Pass	Pass	Pass	Pass
CERTIFICATION OF NONSEGREGATED FACILITIES	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass
SAM.gov Registration	Pass	Pass		Pass
Has/is this firm or any officer or partner of this firm:				

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - 1100 Block of Acero Avenue (CDBG)

Page 4

EVALUATION TABULATION

IFB No. 23-124 (CD2310)

Concrete Improvements - 1100 Block of Acero Avenue (CDBG)

Question Title	A 5 Construction	Baha Construction, Inc.	Empire Construction Services, LLC	Full Tilt Construction, Inc
Convicted of a criminal offense	Pass	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass
Section 3 Forms				
Section 3 Form S3a Section 3 Compliance	Pass	Pass	Pass	Pass
Section 3 Form S3e Business Certification	Pass	Pass	Pass	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - 1100 Block of Acero Avenue (CDBG)

Page 5



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: October 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$55,268.30 TO A5 CONSTRUCTION FOR PROJECT NO. 23-123, CONCRETE IMPROVEMENTS - 200TH BLOCK OF VAN BUREN STREET (CDBG), SETTING FORTH \$20,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to A5 Construction for Project No. 23-123, Concrete Improvements - 200th Block of Van Buren Street (CDBG).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of concrete improvements within the right-of-way along the 200th Block of Van Buren Street. This Resolution awards the construction contract to A5 Construction.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$75,268.30 (contract and contingencies) will be paid from account Project No. CD2308, Van Buren Sidewalks - 200th Block.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-123 Bid Summary

RESOLUTION NO. 15391

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$55,268.30 TO A5 CONSTRUCTION FOR PROJECT NO. 23-123, CONCRETE IMPROVEMENTS - 200TH BLOCK OF VAN BUREN STREET (CDBG), SETTING FORTH \$20,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-123, Concrete Improvements - 200th Block of Van Buren Street (CDBG) have been received and examined; and,

WHEREAS, the proposal of A5 Construction was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 23-123, Concrete Improvements - 200th Block of Van Buren Street (CDBG) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-123, Concrete Improvements - 200th Block of Van Buren Street (CDBG) to be performed, and the contract for said project is hereby awarded to A5 Construction in the amount of \$55,268.30.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$20,000.00

SECTION 4.

Funds in the amount of \$75,268.30, for the contract and contingencies, shall be from account Project CD2308, Van Buren Sidewalks - 200th Block.

SECTION 5.

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

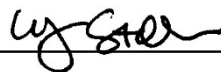
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 



City of Pueblo
Purchasing

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

EVALUATION TABULATION

IFB No. 23-123 (CD2308)

Concrete Improvements - 200 Block of Van Buren Street (CDBG)

RESPONSE DEADLINE: September 20, 2023 at 10:00 am

Report Generated: Monday, September 25, 2023

SELECTED VENDOR TOTALS

Vendor	Total
A 5 Construction	\$55,268.30
Empire Construction Services, LLC	\$88,434.6313
Baha Construction, Inc.	\$97,071.00

EVALUATION TABULATION
 IFB No. 23-123 (CD2308)
 Concrete Improvements - 200 Block of Van Buren Street (CDBG)

BASE BID

BASE BID					A 5 Construction		Baha Construction, Inc.		Empire Construction Services, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove and Replace Flagstone	551	SF	\$22.00	\$12,122.00	\$50.00	\$27,550.00	\$32.00	\$17,632.00
X	2	Remove and Reset Flagstone	351	SF	\$18.00	\$6,318.00	\$30.00	\$10,530.00	\$18.00	\$6,318.00
X	3	Remove Tree 36" Dia.	1	LS	\$4,200.00	\$4,200.00	\$3,500.00	\$3,500.00	\$1,200.00	\$1,200.00
X	4	Remove Asphalt	149	SF	\$4.00	\$596.00	\$8.00	\$1,192.00	\$7.5137	\$1,119.5413
X	5	Remove Curb and Gutter	70	LF	\$10.00	\$700.00	\$15.00	\$1,050.00	\$8.00	\$560.00
X	6	Remove Concrete	1391	SF	\$4.00	\$5,564.00	\$5.00	\$6,955.00	\$4.85	\$6,746.35
X	7	Remove 7" Reinforced Concrete	62	SF	\$6.15	\$381.30	\$8.00	\$496.00	\$8.25	\$511.50
X	8	Construct Curb Head	66	LF	\$21.00	\$1,386.00	\$25.00	\$1,650.00	\$31.77	\$2,096.82
X	9	Construct Curb and Gutter	70	LF	\$41.00	\$2,870.00	\$45.00	\$3,150.00	\$49.25	\$3,447.50
X	10	Construct 4" Concrete	1278	SF	\$7.00	\$8,946.00	\$14.00	\$17,892.00	\$10.08	\$12,882.24
X	11	Construct 6" Concrete	310	SF	\$10.00	\$3,100.00	\$16.00	\$4,960.00	\$25.00	\$7,750.00

EVALUATION TABULATION

IFB No. 23-123 (CD2308)

Concrete Improvements - 200 Block of Van Buren Street (CDBG)

BASE BID					A 5 Construction		Baha Construction, Inc.		Empire Construction Services, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	12	Construct 7" Reinforced Concrete	62	SF	\$12.00	\$744.00	\$22.00	\$1,364.00	\$53.25	\$3,301.50
X	13	Construct 6" Asphalt Patch	149	SF	\$9.00	\$1,341.00	\$18.00	\$2,682.00	\$22.25	\$3,315.25
X	14	Install Tactile Band 24" x 24"	6	Each	\$300.00	\$1,800.00	\$350.00	\$2,100.00	\$201.90	\$1,211.40
X	15	Install Class 6 Base Material (Place and Compact)	2	Ton	\$100.00	\$200.00	\$250.00	\$500.00	\$121.14	\$242.28
X	16	Erosion and Sediment Control	1	LS	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$685.46	\$685.46
X	17	Traffic Control	1	LS	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$3,600.00	\$3,600.00
X	18	Mobilization	1	LS	\$2,000.00	\$2,000.00	\$9,000.00	\$9,000.00	\$15,814.79	\$15,814.79
Total						\$55,268.30		\$97,071.00		\$88,434.6313

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - 200 Block of Van Buren Street (CDBG)

Page 3

EVALUATION TABULATION
 IFB No. 23-123 (CD2308)
 Concrete Improvements - 200 Block of Van Buren Street (CDBG)

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	A 5 Construction	Baha Construction, Inc.	Empire Construction Services, LLC
BID GUARANTEE	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass
PERFORMANCE OF WORK REQUIREMENT:	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass
ACKNOWLEDGEMENT OF PREVAILING WAGES & ADDITIONAL WAGE CLASSIFICATION RESPONSIBILITY	Pass	Pass	Pass
CERTIFICATION OF NONSEGREGATED FACILITIES	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass
SAM.gov Registration	Pass	Pass	
Has/is this firm or any officer or partner of this firm:			
Convicted of a criminal offense	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass

EVALUATION TABULATION

IFB No. 23-123 (CD2308)

Concrete Improvements - 200 Block of Van Buren Street (CDBG)

Question Title	A 5 Construction	Baha Construction, Inc.	Empire Construction Services, LLC
Failed to perform	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass
Section 3 Forms			
Section 3 Form S3a Section 3 Compliance	Pass	Pass	Pass
Section 3 Form S3e Business Certification	Pass	Pass	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - 200 Block of Van Buren Street (CDBG)

Page 5



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: October 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$34,807.80 TO POTTER COMMERCIAL WALLS AND CEILINGS, INC., FOR PROJECT NO. 23-129, PUEBLO MEMORIAL AIRPORT TERMINAL HANGAR PARTITION REPAIR, SETTING FORTH \$15,192.20 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a construction contract to Potter Commercial Walls and Ceilings, Inc., for Project No. 23-129, Pueblo Memorial Airport Terminal Hangar Partition Repair.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of repairing the interior partition wall at the Blitz Hangar at the Pueblo Memorial Airport, 32451 Walt Bassett Avenue. This Resolution awards the construction contract to Potter Commercial Walls and Ceilings, Inc.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$50,000 (contract and contingencies) will be paid from Project No. CIAN20, City Building Repairs.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-129 Bid Summary

RESOLUTION NO. 15392

A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$34,807.80 TO POTTER COMMERCIAL WALLS AND CEILINGS, INC., FOR PROJECT NO. 23-129, PUEBLO MEMORIAL AIRPORT TERMINAL HANGAR PARTITION REPAIR, SETTING FORTH \$15,192.20 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-129, Pueblo Memorial Airport Terminal Hangar Partition Repair have been received and examined; AND,

WHEREAS, the proposal of Potter Commercial Walls and Ceilings, Inc., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-129, Pueblo Memorial Airport Terminal Hangar Partition Repair to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-129, Pueblo Memorial Airport Terminal Hangar Partition Repair to be performed, and the contract for said project is hereby awarded to Potter Commercial Walls and Ceilings, Inc., in the amount of \$34,807.80.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$15,192.20

SECTION 4.

Funds in the amount of \$50,000, for the contract and contingencies, shall be from Project No. CIAN20, City Building Repairs.

SECTION 5.

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

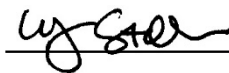
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 



City of Pueblo
Purchasing

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

EVALUATION TABULATION

IFB No. 23-129 (CIAN20)

Pueblo Memorial Airport Terminal Hangar Partition Repair

RESPONSE DEADLINE: September 21, 2023 at 10:00 am

Report Generated: Thursday, September 21, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Potter Commercial Walls & Ceilings Inc	\$34,807.80
Baha Construction, Inc.	\$68,050.00
Peloton Industries LLC dba Peloton Construction	\$80,700.00

EVALUATION TABULATION
IFB No. 23-129 (CIAN20)
Pueblo Memorial Airport Terminal Hangar Partition Repair

TABLE 1

Selected	Line Item	Description	Quantity	Unit of Measure	Baha Construction, Inc.		Peloton Industries LLC dba Peloton Construction		Potter Commercial Walls & Ceilings Inc	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove and Replace Damaged Drywall	5000	SF	\$4.00	\$20,000.00	\$6.00	\$30,000.00	\$4.00	\$20,000.00
X	2	Remove and Replace Damaged Bat Insulation	100	SF	\$3.00	\$300.00	\$100.00	\$10,000.00	\$2.50	\$250.00
X	3	Reattach Metal Studs to Ceiling	1	LS	\$17,200.00	\$17,200.00	\$4,500.00	\$4,500.00	\$2,500.00	\$2,500.00
X	4	Remove and Replace Damaged Metal Studs (as required)	5	EA	\$550.00	\$2,750.00	\$2,000.00	\$10,000.00	\$1,150.00	\$5,750.00
X	5	Install 4-ft x 4-ft Metal Louvers	2	EA	\$2,500.00	\$5,000.00	\$3,500.00	\$7,000.00	\$1,123.90	\$2,247.80
X	6	Equipment Rental - 30-ft Scissor Lift	2	WEEK	\$2,400.00	\$4,800.00	\$4,600.00	\$9,200.00	\$780.00	\$1,560.00
X	7	Mobilization	1	LS	\$18,000.00	\$18,000.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00
Total						\$68,050.00		\$80,700.00		\$34,807.80

EVALUATION TABULATION
 IFB No. 23-129 (CIAN20)
 Pueblo Memorial Airport Terminal Hangar Partition Repair

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Baha Construction, Inc.	Peloton Industries LLC dba Peloton Construction	Potter Commercial Walls & Ceilings Inc
BID GUARANTEE	Pass	Fail	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass
ACKNOWLEDGEMENTS			
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:			
Convicted of a criminal offense	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: October 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$33,449.94 TO TONY J BELTRAMO & SONS, INC., FOR PROJECT NO. 23-132, ASPHALT IMPROVEMENTS - WEST 20TH STREET, AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

SUMMARY:

This Resolution ratifies and approves the award of an Emergency Construction Contract to Tony J Beltramo, Inc., for Project No. 23-132, Asphalt Improvements - West 20th Street.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The project consists of an emergency asphalt paving contract in order to repair the badly damaged half block section between the new middle school and West 20th Street at West Street. H.W. Houston recently completed construction of the school. However, their construction trucks damaged the roadway, making it an unsafe condition for cars and buses. The roadway was in a deteriorated state prior to the start of work, so the damage is not completely the fault of H.W. Houston Construction. H.W. Houston Construction has agreed to a cost sharing agreement for the repairs. Due to the potential hazard to traffic, this has been deemed an emergency.

The Resolution ratifies the emergency construction contract that was awarded to Tony J Beltramo & Sons, Inc.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$33,449.94 will be paid from account Project CI2204, Street Rehabilitation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Not approving this Resolution would find that there was not an emergency condition.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Final Invoice

RESOLUTION NO. 15393

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$33,449.94 TO TONY J BELTRAMO & SONS, INC., FOR PROJECT NO. 23-132, ASPHALT IMPROVEMENTS - WEST 20TH STREET, AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

WHEREAS, an Emergency City improvement contract was requested by the Director of Public Works and authorized by the Mayor in accordance with Section 1-10-5 of the Pueblo Municipal Code for Project 23-132, Asphalt Improvements - West 20th Street; and,

WHEREAS, the proposal of Tony J Beltramo & Sons, Inc., was the only bid received by informal bidding and was determined to be the proposal which will achieve maximum economy to the City of Pueblo under the conditions prevailing; and,

WHEREAS, an emergency construction contract to complete the repairs was awarded to Tony J Beltramo & Sons, Inc., under Project No. 23-132; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council ratifies and approves the contract for the emergency asphalt improvements at West 20th Street with Tony J Beltramo & Sons, Inc., Project No. 23-132, Asphalt Improvements - West 20th Street project awarded to said contractor in the amount of \$33,449.94.

SECTION 2.

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

SECTION 3.

Funds in the amount of \$33,449.94, for the contract for Project No. 23-132 shall be from account Project CI2204, Street Rehabilitation.

SECTION 4.

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

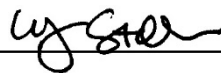
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 

26-Sep-23



Invoice 1138

City of Pueblo
City Purchasing
229 S Mechanic St.
Pueblo, CO 81003

Tony J Beltramo & Sons, Inc
1541 Stockyard Rd.
Pueblo, Co 81001
719-544-4744

Charles E. Roy, P.E.

Deputy Director | Public Works
City of Pueblo, Colorado
719.553.2271 Office | 719.568.1381 Cell
croy@pueblo.us | www.pubworks@pueblo.us

Description	Quantity	Unit	Rate	Total
23-132 Asphalt Improvements - West & 20th St				
Asphalt Removal	524	SY	\$ 17.00	\$ 8,908.00
HMA SC PG 64-28	102.95	Tons	\$ 138.00	\$ 14,207.10
Class 6 Road Base	15.53	Tons	\$ 28.00	\$ 434.84
Erosion & Sediment Control	1	LS	\$ 1,000.00	\$ 1,000.00
Traffic Control	1	LS	\$ 3,600.00	\$ 3,600.00
Mobilization	1	LS	\$ 5,300.00	\$ 5,300.00
				\$ 33,449.94
TOTAL AMT DUE				\$ 33,449.94

Thank You!



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: October 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF PATRICK HURLEY AND OREN OLSON TO COMPLETE A THREE-YEAR TERM EXPIRING DECEMBER 30, 2025 ON THE COMMUNITY COMMISSION ON HOUSING AND HOMELESSNESS

SUMMARY:

This Resolution confirms the appointment by the Mayor of Patrick Hurley and Oren Olson to complete a three-year term expiring December 30, 2025 on the Community Commission on Housing and Homelessness (CCHH).

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to the Community Commission on Housing and Homelessness selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to the resignations of Tracey Sample and Richard Burns, there are two spots available on the CCHH.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15394

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF PATRICK HURLEY AND OREN OLSON TO COMPLETE A THREE-YEAR TERM EXPIRING DECEMBER 30, 2025 ON THE COMMUNITY COMMISSION ON HOUSING AND HOMELESSNESS

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Patrick Hurley and Oren Olson to the Community Commission on Housing and Homelessness; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Patrick Hurley and Oren Olson to the Community Commission on Housing and Homelessness to complete a three-year term expiring December 30, 2025 shall be and is hereby confirmed by the City Council.

SECTION 2.

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

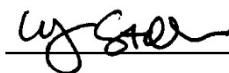
SECTION 3.

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

INTRODUCED: October 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: October 10, 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 (REV-23-35) TO PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, FOR THE USE OF WEST 11TH STREET FROM SANTA FE AVENUE TO GRAND AVENUE; WEST 10TH STREET FROM SANTA FE AVENUE TO GRAND AVENUE; WEST 9TH STREET FROM SANTA FE AVENUE TO MAIN STREET; MAIN STREET FROM WEST 9TH STREET TO WEST 12TH STREET; AND COURT STREET FROM WEST 12TH STREET TO WEST 8TH STREET FOR THE PURPOSE OF FACILITATING THE COURTHOUSE LIGHTING CEREMONY

SUMMARY:

Attached is a Revocable Permit submitted by the Pueblo County Government.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Pueblo County Government has submitted a Revocable Permit (REV-23-35) requesting to close West 11th Street from Santa Fe Avenue to Grand Avenue; West 10th Street from Santa Fe Avenue to Grand Avenue; West 9th Street from Santa Fe Avenue to Main Street; Main Street from West 9th Street to West 12th Street; and Court Street from West 12th Street to West 8th Street for the purpose of facilitating the Courthouse Lighting Ceremony on November 21st, 2023, at 8:00 A.M. to 11:59 P.M.

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. NOTARIZED REVOCABLE PERMIT 23-35

RESOLUTION NO. 15395

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-35) TO PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, FOR THE USE OF WEST 11TH STREET FROM SANTA FE AVENUE TO GRAND AVENUE; WEST 10TH STREET FROM SANTA FE AVENUE TO GRAND AVENUE; WEST 9TH STREET FROM SANTA FE AVENUE TO MAIN STREET; MAIN STREET FROM WEST 9TH STREET TO WEST 12TH STREET; AND COURT STREET FROM WEST 12TH STREET TO WEST 8TH STREET FOR THE PURPOSE OF FACILITATING THE COURTHOUSE LIGHTING CEREMONY

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-23-35) is authorized to be issued to Pueblo County, a political subdivision of the State of Colorado, for the use of West 11th Street from Santa Fe Avenue to Grand Avenue; West 10th Street from Santa Fe Avenue to Grand Avenue; West 9th Street from Santa Fe Avenue to Main Street; Main Street from West 9th Street to West 12th Street; and Court Street from West 12th Street to West 8th Street for the purpose of facilitating the Courthouse Lighting Ceremony.

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.

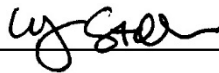
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 

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 County Government 215 W. 10th Street 719-583-6534 215 W. 10th Street, Pueblo CO 81003**
2. Permitted Area: **W. 11th Street from Santa Fe to Grand Ave.; W. 10th Street from Santa Fe Ave. to Grand Ave.; W. 9th St. from Santa Fe to Main Street; Main Street from W. 9th Street to W. 12th Street; and Court Street from W. 12th Street to W. 8th Street**
3. Purpose of Revocable Permit: **Closure of the permitted area to vehicular traffic to facilitate the Courthouse Lighting Ceremony.**
4. Commencement Date: **November 21, 2023** Time: **8:00 AM**
5. Ending Date: **November 21, 2023** Time: **11:59 PM**

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 26th day of September, 2023.

PERMITTEE:

Organization or
Individual:

By:

Title:

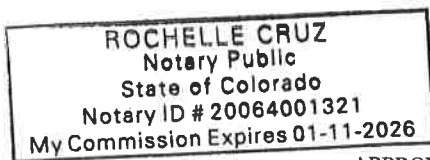
Pueblo County
Adam Whernik
public Info Officer

STATE OF COLORADO)

COUNTY OF PUEBLO) SS.,

The foregoing instrument was acknowledged before me the 26 day of September, 2023 by Adam Whernik as _____.

My commission expires: 1/11/2026



Rochelle Cruz
Notary Public

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

By _____

Nicholas A. Gradisar, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: October 10, 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 (REV-23-40) TO THE PUEBLO DIVERSIFIED INDUSTRIES FOR THE USE OF ALAN HAMEL DRIVE FROM SANTA FE AVENUE TO MAIN STREET FOR THE PURPOSE OF FACILITATING THEIR 5K WALK/RUN EVENT

SUMMARY:

Attached is a Revocable Permit submitted by the Pueblo Diversified Industries.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Pueblo Diversified Industries has submitted a Revocable Permit (REV-23-40) requesting to close Alan Hamel Drive from Santa Fe Avenue to Main Street for the purpose of facilitating their 5K Walk/Run event on October 14, 2023, at 6:00 A.M. to 4:00 P.M.

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. NOTARIZED REVOCABLE PERMITS 23-40

RESOLUTION NO. 15396

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-40) TO THE PUEBLO DIVERSIFIED INDUSTRIES FOR THE USE OF ALAN HAMEL DRIVE FROM SANTA FE AVENUE TO MAIN STREET FOR THE PURPOSE OF FACILITATING THEIR 5K WALK/RUN EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-23-40) is authorized to be issued to the Pueblo Diversified Industries for the use of Alan Hamel Drive from Santa Fe Avenue to Main Street for the purpose of facilitating their 5K Walk/Run 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: October 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 

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 Diversified Industries 2828 Granada Blvd Pueblo, CO 81005 71956566988**
2. Permitted Area: **Alan Hamel Drive from Santa Fe Ave. to Main Street**
3. Purpose of Revocable Permit: **Closure of the permitted area to vehicular traffic to host a 5K Walk/Run event**
4. Commencement Date: **October 14, 2023** Time: **6:00am**
5. Ending Date: **October 14, 2023** Time: **4:00pm**

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 26 day of September, 2023.

PERMITTEE:

Organization or Individual:

By:

Title:

Pueblo Diversified Industries
Jeri Welton
Director of Community Engagement

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 26 day of Sept, 2023 by Bobbie Kay Griffith as Notary Public.

My commission expires: 11/15/2025.

[Signature]
 Notary Public

BOBBIE KAY GRIFFITH
 Notary Public
 State of Colorado
 Notary ID # 20214044960
 My Commission Expires 11-15-2025

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

By _____

Nicholas A. Gradisar, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: October 10, 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 (REV-23-44) TO THE HARP AUTHORITY FOR THE USE OF VICTORIA STREET FROM THE HARP PARKING LOT AT 101 SOUTH VICTORIA AVENUE TO GREENWOOD FOR THE PURPOSE OF FACILITATING A "FRIGHT NIGHT" EVENT

SUMMARY:

Attached is a Revocable Permit submitted by the HARP Authority.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The HARP Authority has submitted a Revocable Permit (REV-23-44) requesting to close Victoria Street from the HARP Parking Lot at 101 South Victoria Avenue to Greenwood for the purpose of facilitating their "Fright Night" event on October 28, 2023, at 12:00 P.M. to 10:00 P.M.

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. NOTARIZED REVOCABLE PERMIT 23-44

RESOLUTION NO. 15397

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-44) TO THE HARP AUTHORITY FOR THE USE OF VICTORIA STREET FROM THE HARP PARKING LOT AT 101 SOUTH VICTORIA AVENUE TO GREENWOOD FOR THE PURPOSE OF FACILITATING A "FRIGHT NIGHT" EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-23-44) is authorized to be issued to the HARP Authority for the use of Victoria Street from the HARP Parking Lot at 101 South Victoria Avenue to Greenwood for the purpose of facilitating their "Fright Night" 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.

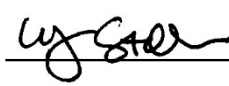
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 

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: HARP Authority, 125 Riverwalk Place Pueblo, CO 81003 719-595-0242
2. Permitted Area: Victoria Street from the HARP Parking lot at 101 S. Victoria Avenue to Greenwood
3. Purpose of Revocable Permit: Fright Night on the Riverwalk
4. Authorized Improvements: N/A
5. Commencement Date: 10/28/2023 Time: 12:00pm
6. Ending Date: 10/28/2023 Time: 10:00pm

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

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

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

- (i) If to Permittee, at the address shown in paragraph 1 above.
- (ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee.

Each party reserves the right to change its address provided notice of such change is given in accordance with 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 non-use by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (h) and (i) above; (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 26 day of September, 20 23.

PERMITTEE:

Organization: HARP Authority
By: Shayla Keys
Title: REO Manager

STATE OF COLORADO)
COUNTY OF PUEBLO) ss.

The foregoing instrument was acknowledged before me the 26th day of September, 20 23 by Shayla Keys as REO Manager.

My commission expires: 05/07/2027.

[S E A L]


Notary Public

MICHELLE LOUISE FRANCIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194017318
MY COMMISSION EXPIRES 05/07/2027

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

By _____
Nicholas A. Gradisar, Mayor

Covid-19



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: October 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: George Hypolite, City Attorney

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT OF FUNDS IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000) TO THE PARKS AND RECREATION DEPARTMENT OF THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR THE MITCHELL PARK MURAL PROJECT, TO BE PAID FROM PROJECT NO. CI-2113 - AMERICAN RESCUE PLAN ACT, AS AUTHORIZED BY SECTION 603 (A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

SUMMARY:

This Resolution authorizes the payment of \$25,000 in American Rescue Plan Act ("ARPA") funds to the Mitchell Park Mural Project of the City's Parks and Recreation Department.

PREVIOUS COUNCIL ACTION:

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 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 the U.S. Treasury's Final Rule pertaining to ARPA, recipients of may use Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") for a program, service, capital expenditure, or other assistance that is providing a disproportionately impacted household, population, or community including investments in communities to promote improved health outcomes and public safety such as parks, recreation facilities, and programs that increase access to healthy foods.

FINANCIAL IMPLICATIONS:

\$25,000 in ARPA funds are being authorized for payment.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could decide not to support or fund the Mitchel Park Mural project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15398

A RESOLUTION AUTHORIZING PAYMENT OF FUNDS IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000) TO THE PARKS AND RECREATION DEPARTMENT OF THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR THE MITCHELL PARK MURAL PROJECT, TO BE PAID FROM PROJECT NO. CI-2113 - AMERICAN RESCUE PLAN ACT, AS AUTHORIZED BY SECTION 603 (A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

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

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

WHEREAS, under the U.S. Treasury's Final Rule pertaining to ARPA, recipients of may use SLFRF funds to investments in communities to promote improved health outcomes and public safety such as parks, recreation facilities, and programs that increase access to healthy foods; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

(a) Funds in the amount of Twenty-Five Thousand Dollars (\$25,000) are hereby authorized for payment from Project No. CI-2113 – American Rescue Plan Act, to the City of Pueblo's Parks and Recreation Department ("Subrecipient") for purposes of purchasing supplies and services to be used by the Mitchell Park Mural Project of the City's Parks and Recreation Department.

(b) Subrecipient shall file with the City's Director of Finance written requests for payment, including invoices, identifying the specific equipment, apparatus and other item of personal property for which payment is sought.

(c) The term of the Project shall be from September 30, 2023, to December 31, 2023.

SECTION 2.

(a) The City will pay to Subrecipient an amount up to that specified in this Resolution as full compensation for all services and work to be performed or undertaken by Subrecipient under this Resolution. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has or will expend funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Resolution 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 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 C.F.R. Part 35, as presently promulgated and as same may be revised from time to time in the future. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 C.F.R. Part 35.

(c) Upon expiration of the term of the Project approved by this Resolution 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.

SECTION 3.

(a) For Cause: This Project 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.

(b) 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.

SECTION 4.

This Project 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.

SECTION 5.

The Subrecipient certifies and warrants that neither it nor any of its officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Project, nor has an interest in any contract, subcontract 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 C.F.R. Part 35 as presently promulgated and as same may be revised from time to time in the future.

SECTION 6.

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. 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 Project, for making an audit or examination. Upon completion of the work and end of the term of this Project, the City may require copies of all Subrecipient's financial records relating to a Project to be turned over to City.

SECTION 7

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of a Project are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. 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.

SECTION 8.

The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Project, 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 a 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.

SECTION 9.

Upon expiration of the term of a Project, 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.

SECTION 10.

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

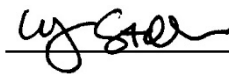
SECTION 11.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: October 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Alexandria Romero, Director of Finance
Nicholas Gradisar, Mayor
George Hypolite, City Attorney
Barb Huber, Fire Chief
Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE AUTHORIZING A SITE LEASE AND LEASE PURCHASE AGREEMENT BETWEEN THE CITY, AND BOKF, N.A. (SOLELY IN ITS CAPACITY AS TRUSTEE) FOR THE PURPOSE OF FINANCING THE CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF THREE FIRE STATIONS; APPROVING NOT TO EXCEED \$37,000,000 PRINCIPAL AMOUNT OF CERTIFICATES OF PARTICIPATION, SERIES 2023 IN CONNECTION THEREWITH; AUTHORIZING OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; AND RELATED MATTERS

SUMMARY:

This Ordinance authorizes the City to issue Series 2023 Certificates of Participation for the purpose of financing the construction, improvement and equipping of three fire stations.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Three new fire stations are to be built in the City of Pueblo. Fire Station #6 and Fire Station #8 will be replaced with new fire stations. Fire Station #11 will be a new fire station on the west side of Pueblo. Series 2023, Certificates of Participation (COP) are to be issued to fund the projects. The amount of the 2023 COP shall not exceed \$36,000,000 in principal.

FINANCIAL IMPLICATIONS:

On a year to year basis, subject to annual appropriations, the City shall be obligated to make lease payments on the three new fire stations equal to the principal amount of the 2023 COP and the net effective interest rate of the 2023 COP.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If City Council does not approve this Ordinance, a site lease and lease purchase agreement for the purpose of financing the construction, improvement and equipping of three fire stations will not take place.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AUTHORIZING A SITE LEASE AND LEASE PURCHASE AGREEMENT BETWEEN THE CITY, AND BOKF, N.A. (SOLELY IN ITS CAPACITY AS TRUSTEE) FOR THE PURPOSE OF FINANCING THE CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF THREE FIRE STATIONS; APPROVING NOT TO EXCEED \$37,000,000 PRINCIPAL AMOUNT OF CERTIFICATES OF PARTICIPATION, SERIES 2023 IN CONNECTION THEREWITH; AUTHORIZING OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; AND RELATED MATTERS

WHEREAS, the City of Pueblo, Colorado (the "City"), is authorized, pursuant to the Home Rule Charter of the City (the "Charter") to enter into lease purchase agreements in order to provide lands and facilities for governmental purposes; and

WHEREAS, in order to provide for the capital asset needs of the City, the City Council of the City (the "City Council") hereby determines that it is necessary and in the best interests of the City and its citizens that the City undertake lease-purchase financing for the construction, improvement and equipping of three fire stations or for other governmental or proprietary purposes (the "Project"); and

WHEREAS, the City Council wishes to fund the Project from the proceeds of a lease-purchase financing (the "Financing") to be completed within 12 months of the date hereof; and

WHEREAS, to provide financing for the completion of the Project, Certificates of Participation, Series 2023 (the "Series 2023 Certificates") in an aggregate amount not to exceed \$37,000,000 will be executed, sold and delivered pursuant to an Indenture of Trust (the "Indenture") entered into by BOKF, N.A. (the "Trustee"); and

WHEREAS, in connection with the Series 2023 Certificates, it will be necessary to execute and deliver a Site Lease (the "Site Lease") and a Lease Purchase Agreement (the "Lease") between the City and the Trustee; and

WHEREAS, the City desires to delegate to the City Finance Director the ability to make certain determinations regarding the Series 2023 Certificates, including without limitation whether such Series 2023 Certificates, if issued, shall be sold by negotiated public offering with an underwriter pursuant to a Certificate Purchase Agreement or by competitive sale pursuant to a Notice of Sale; and

WHEREAS, the City shall prepare and an official statement (the "Official Statement") providing details with respect to the City and the Series 2023 Certificates to prospective investors; and

WHEREAS, there have been filed for public inspection with the City Clerk in connection herewith the proposed forms of the Site Lease, the Lease, and the Indenture (collectively, the "Financing Documents"); NOW, THEREFORE,

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

SECTION 1.

Ratification of Actions. All action heretofore taken, not inconsistent with the provisions of this ordinance (the "Ordinance"), by the City Council or the officers of the City, directed toward the implementation of the Project, including the preparation of the forms of the Site

Lease, the Lease and the Indenture as well as other related documents, are hereby ratified, approved and confirmed.

SECTION 2.

Findings; Authorizations. The City Council hereby finds and determines, pursuant to the laws of the State of Colorado, that the Project is necessary, convenient, and in furtherance of the governmental purposes of the City and in the best interests of the City and its citizens; and the City Council hereby authorizes the Project.

SECTION 3.

Approval and Execution of Documents; City Representatives. The Site Lease, the Lease and the Indenture, in substantially the forms filed in the office of the City Clerk prior to the final adoption of this Ordinance, are in all respects approved, authorized and confirmed, and the Mayor or the Deputy Mayor of the City are hereby authorized and directed to execute and deliver, and the City Clerk of the City is hereby authorized and directed to affix the seal of the City to, and attest, the Site Lease and the Lease, in substantially the forms filed with the City Clerk, with such changes as are not inconsistent with the intent of this Ordinance and are approved by bond counsel or the City Attorney. The City Council hereby designates the Mayor and the City Finance Director (and any persons authorized by law to act on their behalf in their absence) to act as "City Representatives" under the Lease and any related documents. In the event that bond insurance or other credit enhancement is deemed advantageous to the City in connection with the Series 2023 Certificates by the City Representatives, they may insert provisions, not inconsistent herewith, required by the provider of such credit enhancement.

Prior to the execution of the Site Lease, the Lease, or any other instrument contemplated by this Ordinance, or the issuance of the Series 2023 Certificates, the final Base Rentals due under the Site Lease and Lease, and the principal amount, interest rates and other terms of the Series 2023 Certificates, not inconsistent herewith, shall be approved by a certificate executed by the City Finance Director (the "Final Terms Certificate") not later than the date that is one year from the effective date of this Ordinance.

SECTION 4.

The Series 2023 Certificates. The City Council hereby acknowledges and consents to the sale, execution and delivery of the Series 2023 Certificates pursuant to the Indenture. The City Council hereby acknowledges and approves the forms, terms and provisions of the Series 2023 Certificates contained in the Indenture, in substantially the form filed with the City Clerk prior to the final adoption of this Ordinance.

The Series 2023 Certificates shall be issued in a principal amount not to exceed \$37,000,000, shall mature not later than December 1, 2053, shall bear interest at a net effective interest rate not exceeding 6.00%, and may be made subject to redemption at redemption prices which may include redemption premiums not exceeding 3% of their principal amount, all as may be approved by Final Terms Certificate. The proceeds of the Series 2023 Certificates shall be used to accomplish the Project in the manner required under the Site Lease, the Lease and the Indenture.

SECTION 5.

Additional Documents. The City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City in connection with the matters authorized by this Ordinance. The Mayor, the Deputy Mayor and the City Representatives are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Ordinance. The Mayor, the Deputy Mayor and the City Representatives are hereby authorized to cause the preparation and distribution of an Official Statement describing the Series 2023 Certificates, the Site Lease, the Lease, the City, the Leased Property and other matters material to the offering of the Series 2023 Certificates. The appropriate officers of the City are also authorized to execute on behalf of the City agreements concerning the deposit

and investment of funds in connection with the transactions contemplated by this Ordinance.

SECTION 6.

No General Obligation or Other Indebtedness. The obligation of the City to make rental payments under the Lease is subject to annual appropriation by the City Council and constitutes an undertaking of the City to make current expenditures. No provision of this Ordinance, the Lease, the Indenture or the Series 2023 Certificates shall be construed as constituting or giving rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any home rule, constitutional or statutory debt limitation nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the current fiscal year. The City shall have no obligation to make any payment with respect to the Series 2023 Certificates except in connection with the payment of the Base Rentals (as defined in the Lease) and certain other payments under the Lease, which payments are subject to termination and nonrenewal by the City in accordance with the provisions of the Lease.

SECTION 7.

Expression of Need; Reasonable Rentals. The City hereby declares its current need for the Leased Property, which is considered to be essential to the governmental operations of the City. It is hereby declared to be the present intention and expectation of the City Council that the Lease will be renewed annually until all of the Leased Property is acquired by the City pursuant to the Lease; but this declaration shall not be construed as contractually obligating or otherwise binding the City.

The maximum Base Rentals payable under the Lease shall be an amount which would provide Revenues, as defined in the Lease, sufficient to pay the maximum principal and interest authorized herein for the Series 2023 Certificates. The City Council hereby determines and declares that the Base Rentals due under the Lease will represent the fair value of the use of the Leased Property and the Purchase Option Price (as defined in the Lease) will represent, as of any date upon which the City may exercise its option to purchase such Leased Property, the fair purchase price of such Leased Property. The City Council further hereby determines and declares that the Base Rentals due under the Lease will not exceed a reasonable amount so as to place the City under an economic or practical compulsion to renew the Lease or to exercise its option to purchase the Leased Property pursuant to the Lease. In making such determinations, the City Council has given consideration to the cost of acquiring and installing the Leased Property, the uses and purposes for which the Leased Property will be employed by the City, the benefit to the citizens of the City by reason of the acquisition and installation of the Leased Property and the use of the Leased Property pursuant to the terms and provisions of the Lease, the City's option to purchase the Leased Property, and the expected eventual vesting of title to the Leased Property in the City. The City Council hereby determines and declares that the acquisition and installation of the Leased Property and the leasing of the Leased Property pursuant to the Lease will result in facilities of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Leased Property were performed by the City other than pursuant to the Lease. The City Council hereby determines and declares that the maximum duration of the portion of the Lease allocable to any item of Leased Property separately identified in the Lease will not exceed the weighted average useful life of such item of Leased Property.

SECTION 8.

Severability. If any section, paragraph, clause or provision of this Ordinance or the Lease (other than provisions as to the payment of Base Rentals by the City during the term of the Lease, provisions for the quiet enjoyment of the Leased Property by the City during the term of the Lease, and provisions for the transfer of the Leased Property to the City under the conditions provided in the Lease) 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 9.

Repealer of Measures. All acts, orders, resolutions, ordinances or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof heretofore repealed.

SECTION 10.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 25, 2023.

Final adoption of Ordinance by City Council on October 10, 2023.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 10, 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 TRANSFERRING FUNDS IN THE AMOUNT OF \$9,942.85 FROM PUEBLO TRANSIT ARPA AWARD NO. CO-2023-019-00, INTO PROJECT NUMBER PT2201 SHOP TRUCK REPLACEMENT PROJECT TO PURCHASE A NEW MAINTENANCE VEHICLE

SUMMARY:

This Ordinance transfers \$9,942.5 from Pueblo Transit ARPA Award No. CO-2023-019-00 into Project Number PT2201 Shop Truck Replacement Project for the replacement of a Transit Maintenance Vehicle that has exceeded useful life and is no longer cost effective to maintain.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Unit 13 has exceeded useful life and is no longer financially viable to maintain. The need for a maintenance vehicle exists and this ordinance will enable the purchase of a replacement vehicle.

FINANCIAL IMPLICATIONS:

Pueblo Transit will be responsible for the replacement of Unit 13. Funds in the amount of \$9,942.85 from Project Number PT2302 are being transferred into Project Number PT2201 which will enable the purchase of a replacement vehicle.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Should this Ordinance not pass, Pueblo Transit would have to make up the \$9,942.80 for a new vehicle.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE TRANSFERRING FUNDS IN THE AMOUNT OF \$9,942.85 FROM PUEBLO TRANSIT ARPA AWARD NO. CO-2023-019-00, INTO PROJECT NUMBER PT2201 SHOP TRUCK REPLACEMENT PROJECT TO PURCHASE A NEW MAINTENANCE VEHICLE

WHEREAS, in 2023, Unit 13 has exceeded useful life and financial viability

WHEREAS, the City has received grant funding to replace the vehicle; NOW, THEREFORE,

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

SECTION 1.

Funds in the amount of \$9,942.85 are hereby transferred from Pueblo Transit ARPA AWARD NO. CO-2023-019-00, into Project Number PT2201 Shop Truck Replacement Project and will be used to purchase a maintenance vehicle.

SECTION 2.

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

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 September 25, 2023.

Final adoption of Ordinance by City Council on October 10, 2023.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Lori Pinz, Director Information Technology

SUBJECT: AN ORDINANCE APPROVING A LICENSE FOR COMMUNICATION LINE, TELEVISION CABLE, AND/OR FIBER OPTIC LINE ACROSS OR ALONG RAILWAY PROPERTY BETWEEN THE CITY OF PUEBLO AND BNSF RAILWAY COMPANY, A DELAWARE CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves the attached License for Communication Line, Television Cable, and/or Fiber Optic Line across or along railway property between the City of Pueblo and BNSF Railway Company, a Delaware Corporation.

PREVIOUS COUNCIL ACTION:

City Council previously passed Resolution 15168 on March 13, 2023, authorizing six hundred thousand dollars (\$600,000) from Project CI2113 – American Rescue Plan Act for the purposes of constructing broadband infrastructure.

BACKGROUND:

The City is building a new fire station on the west side of Pueblo on W. 24th Street. Pueblo County ("County") is building a new county jail near W. 24th Street on the west side of Pueblo Blvd. The City and County are cooperating to install fiber-optic infrastructure to both facilities to connect the technological resources necessary to support the operations required by each agency. The build-out of this infrastructure requires a directional-bore under BNSF railroad tracks installing three (3) conduits, together with all conductors and their supporting or containing structures, across the BNSF rail corridor at or near the station of Pueblo, County of Pueblo, State of Colorado, Line Segment 7357, Mile Post 117.17. BNSF Railway requires a railroad permit, in the amount of \$25,000, to be approved prior to the city installing the conduit and fiber-optic cables under their rails. The funding for this project was approved via Resolution 15168.

FINANCIAL IMPLICATIONS:

There are no additional costs to the City with respect to this Ordinance. There is a one-time cost of twenty-five thousand dollars (\$25,000) in licensing and permitting fees which are payable to BNSF Railway Company. These licensing and permitting fees were contemplated and accounted for within the amount approved under Resolution 15168.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If City Council does not approve this Ordinance, the City of Pueblo and Pueblo County will not be able to install the fiber-optic cable required to connect the technological resources of each entity to the network resources needed to conduct their daily business operations.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 23w-17124 Permit

ORDINANCE NO.

AN ORDINANCE APPROVING A LICENSE FOR COMMUNICATION LINE, TELEVISION CABLE, AND/OR FIBER OPTIC LINE ACROSS OR ALONG RAILWAY PROPERTY BETWEEN THE CITY OF PUEBLO AND BNSF RAILWAY COMPANY, A DELAWARE CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, City desires to utilize and install a fiber-pathway, by installing three (3) conduits, together with all conductors and their supporting or containing structures, across the BNSF rail corridor at or near the station of Pueblo, County of Pueblo, State of Colorado, Line Segment 7357, Mile Post 117.17; NOW, THEREFORE

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

SECTION 1.

The License for Communication Line, Television Cable, and/or Fiber Optic Line Across or Along Railway Property License ("License") between the City of Pueblo, a Colorado Municipal Corporation, and BNSF Railway Company, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement for and on behalf of the City, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

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



Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB-2
Fort Worth, Texas 76131
tel +1 817-352-1048

September 5, 2023

CITY OF PUEBLO
1 City Hall Place
Pueblo, CO 81003

23w-17124

Dear Mr. Gloss:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Payment can be made online or you can mail check with tracking number payable to BNSF and sent to this office at the top of this letter and in my email signature block. **DO NOT PAY THE CONVIENCE FEE IF MAILING A CHECK.**

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement sent to bnsf@vertikalrms.com and the holder address is:
BNSF Railway Company
P.O. Box 140528
Kansas City, MO 64115
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract.

Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the premises completes the safety orientation program at the website www.BNSFcontractor.com prior to entering upon the premises. The certification is good for one year, and each person entering the premises must possess the card certifying completion.

Acceptance and deposit of any funds by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the funds in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$800.00.

Sincerely,

Melissa Woodruff
Manager - Permits
Attachment

**LICENSE FOR COMMUNICATION LINE, TELEVISION CABLE,
AND/OR FIBER OPTIC LINE ACROSS OR ALONG RAILWAY PROPERTY**

THIS LICENSE FOR COMMUNICATION LINE, TELEVISION CABLE AND/OR FIBER OPTIC LINE ("License") is made to be effective _____, 2023 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF PUEBLO**, a Municipal Corporation, ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**") a communication line, television cable, and/or a fiber optic line containing a maximum of three (3) conduits, together with all conductors and their supporting or containing structures (collectively, the "**Communication Line**"), across or along Licensor's rail corridor at or near the station of Pueblo, County of Pueblo, State of Colorado, Line Segment 7357, Mile Post 117.17 as shown on the attached Drawing No. 87340, dated April 5, 2023, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**"). Licensee warrants that it has exercised due care in establishing the Drawings and Specifications and has conducted testing and carefully assessed the design process to conclude that the risks associated with using and operating the Communication Line as intended by Licensee will not pose any unreasonable risks to Licensor or to the Premises.
2. Term. This License shall commence on the Effective Date and shall continue for so long as Licensee utilizes the Communication Line, as describe herein, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Communication Line in accordance with the Drawings and Specifications. Licensee shall not use the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, the sum of twenty-five thousand and no/100 dollars (\$25,000.00) as compensation for the use of the Premises.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Communication Line, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-

half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

- 7.3 Licensors, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.

8. Payment Terms. All invoices are due forty-five (45) days after the date of invoice.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensors excepts and reserves the right, to be exercised by Licensors and any other parties who may obtain written permission or authority from Licensors:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Communication Line) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensors in its sole discretion deems appropriate, provided Licensors uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. Right to Require Relocation. If at any time during the term of this License, Licensors desires the use of its rail corridor in such a manner as would, in Licensors's reasonable opinion, be interfered with by the Communication Line, Licensee shall, at its sole expense, within sixty (60) days after receiving written notice from Licensors to such effect, make such changes in the Communication Line as in the sole discretion of Licensors may be necessary to avoid interference with the proposed use of Licensors's rail corridor, including, without limitation, the relocation of the Communication Line, or the construction of a new line to replace the Communication Line. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensors in its sole discretion, to the Communication Line promptly upon Licensors's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Communication Line.
- 11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensors's representative, the Scheduling Agent or its designee. Licensee shall notify Licensors's Roadmaster, gregory.leonard@bnsf.com or 719-960-7156, at least ten (10) business days prior to installation of the Communication Line and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensors of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensors's tracks to the other.
 - 11.4 Any contractors or subcontractors performing work on the Communication Line or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.

- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Electric Supply Line, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Communication Line in such a manner and of such material that the Communication Line will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Communication Line shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation of said maintenance. Within fifteen (15) days after completion of the construction of the Communication Line or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Communication Line at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Communication Line by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Communication Line, it being solely Licensee's responsibility to ensure that the Communication Line is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.
- 11.8 Licensee shall, at its sole cost and expense, remove all combustible material from around wooden poles on the Premises, if any, and will at all times keep the space around such poles free of such material, and if removal of such combustible material shall not be attended to with fifteen (15) days after having been requested by Licensor to do so, Licensor shall have the right itself to perform the work and Licensee hereby agrees to reimburse Licensor for the expense so incurred.
- 11.9 Licensee shall, at its sole cost and expense, construct and at all times maintain the Communication Line in accordance with the National Electric Code. The use of a rail mounted cable plow to install the Communication Line is strictly prohibited unless advance written approval is granted by Licensor, which approval Licensor may grant or withhold in its sole and absolute discretion. Unless otherwise specified, all underground line shall be installed at least forty-eight (48) inches below grade level.

- 11.10 Cutting head must travel at 0.0% grade (or downward) beginning 25' (minimum) from centerline of track until it reaches a point 25' (minimum) from the centerline of track. Minimum pressure must be applied to pumping the slurry to the cutting head during drilling. This will deter the bentonite slurry used for lubrication from seeping up and fouling the track roadbed. A Flagman must be present during installation and will monitor the ballast and roadbed.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Communication Line by contacting Licensor's Telecommunications, currently at 1-800-533-2891, option 1, then option7, Helpdesk at least thirty (30) business days prior to installation of the Communication Line. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Communication Line and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.

- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
 - 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
 - 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
 - 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
 - 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- 13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. **Personal Property Risk of Loss. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY,**

AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

15.1 Commercial General Liability "CGL" Insurance.

- a. The policy will provide a minimum of \$2,000,000 per occurrence and an aggregate limit of at least \$4,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
 - Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.
- b. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor's property;
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing operations and completed operations;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- c. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor's employees.
- d. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance

- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.
- b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance

- a. The policy will provide coverage of all employees performing any part of the work or services including coverage for, but not limited to:
 - Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).

- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
 - b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor.
- 15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Electric Supply Line. **THE CONSTRUCTION OF THE ELECTRIC SUPPLY LINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Electric Supply Line is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:
- Endorsed to include the Pollution Exclusion Amendment.
 - Endorsed to include the Limited Seepage and Pollution Endorsement.
 - Endorsed to remove any exclusion for punitive damages.
 - Endorsed to include Evacuation Expense Coverage Endorsement.
 - No other endorsements restricting coverage may be added.
 - The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
 - The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$506.00.

- ☐ Licensee **elects** to participate in Licensor's Blanket Policy;
- ☐ Licensee **declines** to participate in Licensor's Blanket Policy.

15.5 Other Requirements:

15.5.1 Intentionally omitted.

15.5.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.

15.5.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.

15.5.4 Licensee is allowed to self-insure, with the exception of Railroad Protective liability coverage, without the prior written consent of Licensor. Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all Licensor liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.

- 15.5.5 Prior to entering the Premises or commencing the services or work, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.5.6 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage.
- 15.5.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.5.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.5.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage.
- 15.5.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.
- 15.5.11 Not more frequently than once every five years, Licensor may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.5.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensor as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor under this agreement.
- 15.5.13 Failure to provide evidence for more than thirty (30) day and as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.5.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.5.15 In the event of a claim or lawsuit involving Licensor arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to Licensor.
- 15.5.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, Licensor requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Licensor.
- 15.5.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services performed under this License is performed.
- 15.5.18 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS AND ENVIRONMENTAL MATTERS**16. Compliance with Laws, Rules, and Regulations.**

16.1 Licensee shall observe and comply with any and all applicable federal, state, local and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance and use of the Communication Line and the use of the Premises.

16.2 This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of Licensee which may arise under this Agreement in any fiscal year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this Agreement, including any sub-agreement, attachment, schedule or exhibit thereto, by the Licensee. Licensee may in its sole and absolute discretion terminate this Agreement for reasons of non-appropriation immediately upon written notice without causing default or breach.

Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensors applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that employees of Licensee, its contractors, agents and invitees who enter upon the Premises, possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable renew) the Safety Orientation annually.

16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Communication Line and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.

16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.

16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Communication Line in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by

Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.

- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body on the Premises. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Communication Line which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES

18. No Warranties.

- 18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE COMMUNICATION LINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. **Eviction at Risk of Licensee.** In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Intentionally omitted.
22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Communication Line or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within sixty (60) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 Intentionally Omitted.
- 23.5 Licensee agrees not to assert that termination of this License is a discontinuance in service that requires prior approval by the FCC and represents and warrants that it has redundant facilities that would allow it to continue the provision of service after termination of this License.
24. Surrender of the Premises.
- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Communication Line and all appurtenances thereto, or, at the sole discretion of Licensor, appropriately decommission the Communication Line with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date or as otherwise agreed to by Licensor.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee

to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.

- 24.3 If Licensee fails to complete the Restoration Obligations within sixty (60) days after the date of such termination of its tenancy, then Licenser may, at its election, either: (i) remove the Communication Line and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licenser for undisputed costs incurred, (ii) upon written notice to Licensee, take and hold the Communication Line and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licenser has consented to the Communication Line and the other Improvements remaining on the Premises following termination, Licensee may, upon request by Licenser, provide a bill of sale in a form acceptable to Licenser conveying the Communication Line and the other Improvements to Licenser for no additional consideration at no additional cost.

MISCELLANEOUS

25. **Successors and Assigns.** All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licenser and Licensee to the same extent as if each such successor and assign was named a party to this License.

26. **Assignment.**

- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licenser, which consent may not be unreasonably withheld or delayed by Licenser. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licenser in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. **THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.**
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "Purported Assignment") to another party (a "Purported Transferee"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of Section 15 above concerning insurance requirements. In addition to and not in limitation of the foregoing, to the fullest extent permitted by Law, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licenser for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

26.4 Licensor shall have the right to transfer or assign, in whole or part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensor shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB-2
Fort Worth, TX 76131
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131-2830
Attn: Senior Manager Real Estate

If to Licensee: CITY OF PUEBLO
1 City Hall Place
Pueblo, CO 81003

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Communication Line and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law and Venue. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Colorado without regard to conflicts of law provisions. 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 or in the United States District Court for the District of Colorado.

31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.

34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.

35. Interpretation.

35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.

35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.

37. Licensors Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB-2
Fort Worth, TX 76155

By: _____

Title: _____

Date: _____

LICENSEE:

CITY OF PUEBLO

By: _____

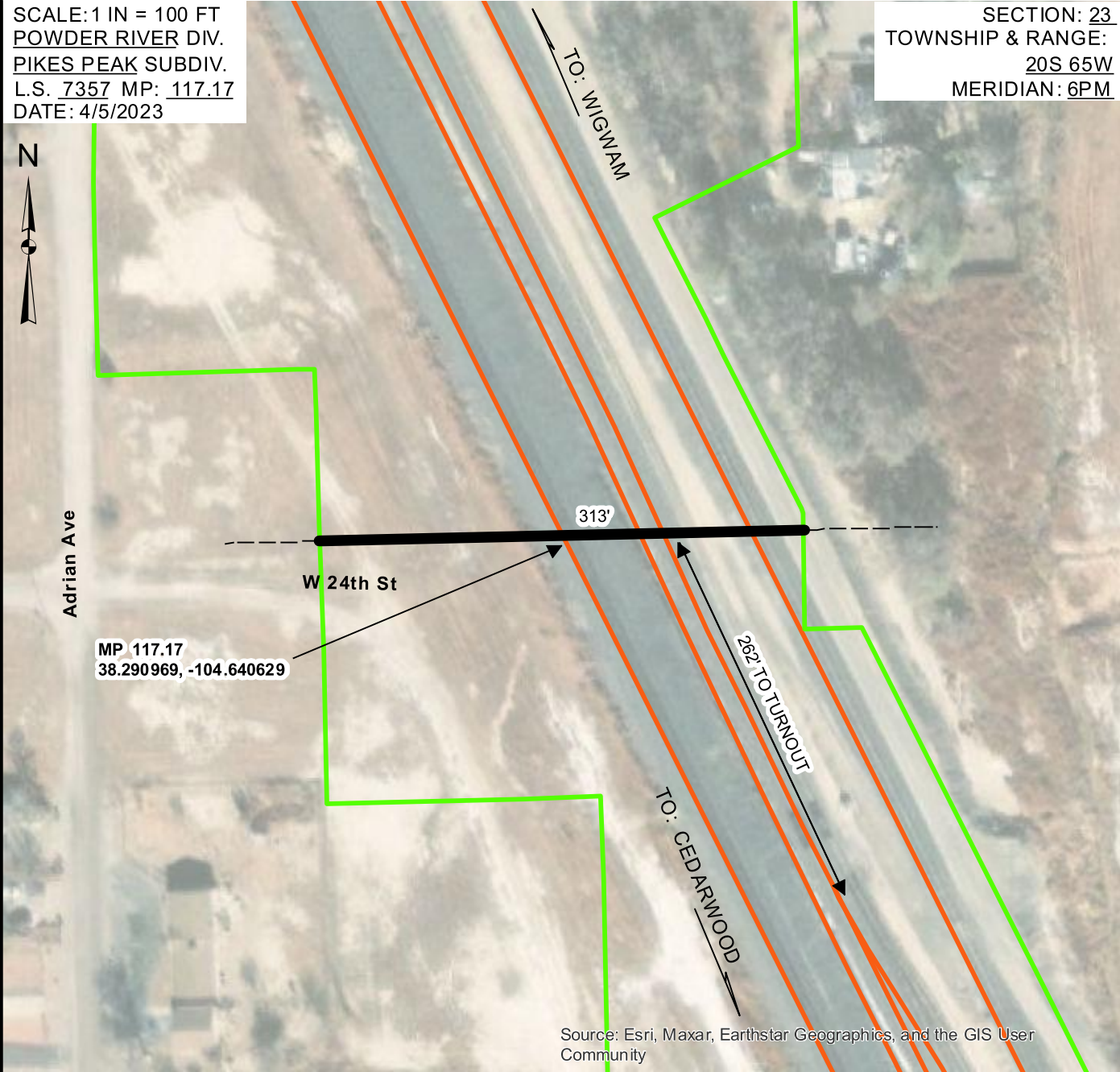
Title: _____

Date: _____

EXHIBIT "A"

SCALE: 1 IN = 100 FT
POWDER RIVER DIV.
PIKES PEAK SUBDIV.
L.S. 7357 MP: 117.17
DATE: 4/5/2023

SECTION: 23
TOWNSHIP & RANGE:
20S 65W
MERIDIAN: 6PM



NOTE:
1 - 4" HDPE CONDUIT W/
3 - 1.25" INNERDUCTS
1 OCCUPIED W/
1 FIBER OPTIC CABLE
2 VACANT

DESCRIPTION OF WIRES UNDER TRACK
WIRES LOCATED AS SHOWN BOLD

NUMBER OF CONDUITS VOLTAGE	TYPE	FIBER OPTIC	SIZE OF CONDUIT	4"
		1	CONDUIT MATERIAL	HDPE SDR 11
		-	WALL THICKNESS	0.409"
			LENGTH ON R/W	313'
NOTE: CONDUIT TO BE INSTALLED BY HORIZONTAL DIRECTIONAL DRILL			BASE OF RAIL TO TOP OF CONDUIT	12'

PUEBLO
COUNTY OF PUEBLO

STATE OF CO

ANA



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor
Marisa Pacheco, Director Human Resources
Robert Jagger, Deputy City Attorney

SUBJECT: AN ORDINANCE APPROVING AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES RELATING TO SALARY CLASSIFICATION AND PAY RANGE ADJUSTMENTS AND INCREASES FOR EIGHT SPECIFIED AND ENUMERATED CLASSIFICATIONS

SUMMARY:

Attached is a proposed Ordinance which would approve an amendment to the City's Collective Bargaining Agreement with the Pueblo Association of Government Employees. The amendment provides for salary classification and pay range adjustments and increases for eight classifications beginning January 1, 2024.

PREVIOUS COUNCIL ACTION:

Pursuant to Ordinance No.10212 approved June 27, 2022, the City entered into a collective bargain agreement ("Agreement") with the Union for calendar year 2023. The Agreement granted the City the option to extend the Agreement for two successive one-year terms.

Pursuant to Ordinance No. 10416 approved March 13, 2023, the parties extended the Agreement, and as extended, the Agreement provided for a wage increase of 5.3% according to the calculation within the Agreement, which reflects the Consumer Price Index for wage earners in the Denver area regionally adjusted by the difference in the cost-of-living between Pueblo and the Denver area.

BACKGROUND:

The City and the Union have been working cooperatively to make positive amendments to the Agreement based on some unintended internal equity issues caused by specific

classification salary adjustments accomplished in 2023 when the current Agreement was first implemented.

The proposed Amendment reflects some of these needed adjustments. The Amendment provides for following salary classification and pay range adjustments and increases ("2024 Class Adjustments") beginning January 1, 2024:

Amendment of the following salary schedules:

	<i>Entrance</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>
Accounting Technician III	\$ 3,900.17	\$ 3,996.38	\$ 4,187.12	\$ 4,381.30	\$ 4,474.15	\$ 4,768.43	\$ 4,878.88	\$ 5,008.08	\$ 5,137.25
Accounting Technician IV	\$ 4,153.22	\$ 4,255.08	\$ 4,463.83	\$ 4,670.89	\$ 4,776.04	\$ 4,999.59	\$ 5,066.16	\$ 5,224.35	\$ 5,293.78
Probation Officer	\$ 5,367.18	\$ 5,506.59	\$ 5,795.30	\$ 6,062.71	\$ 6,203.76	\$ 6,271.04	\$ 6,359.63	\$ 6,446.51	\$ 6,531.87
Parks Area Crew Leader	\$ 4,852.17	\$ 4,975.20	\$ 5,227.13	\$ 5,480.51	\$ 5,605.01	\$ 5,749.71	\$ 5,831.58	\$ 5,910.43	\$ 5,993.80
Area Crew Leader	\$ 4,852.17	\$ 4,975.20	\$ 5,227.13	\$ 5,480.51	\$ 5,605.01	\$ 5,749.71	\$ 5,831.58	\$ 5,910.43	\$ 5,993.80
Stormwater Crew Leader	\$ 4,852.17	\$ 4,975.20	\$ 5,227.13	\$ 5,480.51	\$ 5,605.01	\$ 5,749.71	\$ 5,831.58	\$ 5,910.43	\$ 5,993.80
Auto Mechanic	\$ 4,852.17	\$ 4,975.20	\$ 5,227.13	\$ 5,480.51	\$ 5,605.01	\$ 5,749.71	\$ 5,831.58	\$ 5,910.43	\$ 5,993.80
Gardener	\$ 3,875.24	\$ 3,973.37	\$ 4,167.08	\$ 4,362.96	\$ 4,505.71	\$ 4,572.38	\$ 4,634.82	\$ 4,697.26	\$ 4,758.20

The 2024 Class Adjustments include the 5.3% wage increase for the 2024 extended term, and no additional wage increases for calendar year 2024 are provided under Section 15.1 for the above referenced classes other than as set forth in the 2024 Class Adjustments.

FINANCIAL IMPLICATIONS:

The total estimated cost to amend the salary schedules of the classifications noted above within the agreement for FY 2024 is approximately \$28,742.91.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

Pueblo Association of Government Employees has agreed to and is supportive of the amendments to the Agreement.

ALTERNATIVES:

Retain the current Agreement and all terms as approved via Ordinance No. 10416 on March 13, 2023.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Amendment to Collective Bargaining Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES RELATING TO SALARY CLASSIFICATION AND PAY RANGE ADJUSTMENTS AND INCREASES FOR EIGHT SPECIFIED AND ENUMERATED CLASSIFICATIONS

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

SECTION 1.

The Amendment to the Collective Bargaining Agreement between the City of Pueblo and the Pueblo Association of Government Employees, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and enacted as an Ordinance

SECTION 2.

The Mayor is authorized to execute and deliver the Amendment in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT

This Amendment to Collective Bargaining Agreement (“Amendment”) is entered into this ____ day of _____, 2023, by and between the Pueblo Association of Government Employees (“Union”) and Pueblo, a municipal corporation (“City”).

WHEREAS, City and Union are parties to a collective bargaining agreement effective January 1, 2023 (herein “Labor Agreement”);

WHEREAS, the parties mutually agree to the amendment of the Labor Agreement according to the terms and conditions herein provided.

NOW THEREFOR, in consideration of the foregoing and mutual covenants contained herein, the parties agree as follows:

1. Section 15.1 of the Labor Agreement is amended to provide that, effective January 1, 2024, employees covered by the Agreement and occupying the classifications listed below shall be paid in accordance with the following monthly salary schedule (“2024 Class Adjustments”):

	<i>Entrance</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>	<i>Step 10</i>
Accounting Technician III	\$ 3,900.17	\$ 3,996.38	\$ 4,187.12	\$ 4,381.30	\$ 4,474.15	\$ 4,768.43	\$ 4,878.88	\$ 5,008.08	\$ 5,137.25	\$ 5,489.56
Accounting Technician IV	\$ 4,153.22	\$ 4,255.08	\$ 4,463.83	\$ 4,670.89	\$ 4,776.04	\$ 4,999.59	\$ 5,066.16	\$ 5,224.35	\$ 5,293.78	\$ 5,683.89
Probation Officer	\$ 5,367.18	\$ 5,506.59	\$ 5,795.30	\$ 6,062.71	\$ 6,203.76	\$ 6,271.04	\$ 6,359.63	\$ 6,446.51	\$ 6,531.87	\$ 6,748.77
Parks Area Crew Leader	\$ 4,852.17	\$ 4,975.20	\$ 5,227.13	\$ 5,480.51	\$ 5,605.01	\$ 5,749.71	\$ 5,831.58	\$ 5,910.43	\$ 5,993.80	\$ 6,348.14
Area Crew Leader	\$ 4,852.17	\$ 4,975.20	\$ 5,227.13	\$ 5,480.51	\$ 5,605.01	\$ 5,749.71	\$ 5,831.58	\$ 5,910.43	\$ 5,993.80	\$ 6,348.14
Stormwater Crew Leader	\$ 4,852.17	\$ 4,975.20	\$ 5,227.13	\$ 5,480.51	\$ 5,605.01	\$ 5,749.71	\$ 5,831.58	\$ 5,910.43	\$ 5,993.80	\$ 6,348.14
Auto Mechanic	\$ 4,852.17	\$ 4,975.20	\$ 5,227.13	\$ 5,480.51	\$ 5,605.01	\$ 5,749.71	\$ 5,831.58	\$ 5,910.43	\$ 5,993.80	\$ 6,348.14
Gardener	\$ 3,875.24	\$ 3,973.37	\$ 4,167.08	\$ 4,362.96	\$ 4,505.71	\$ 4,572.38	\$ 4,634.82	\$ 4,697.26	\$ 4,758.20	\$ 5,281.80

The 2024 Class Adjustments include the wage increase for the 2024 extended term, and no additional wage increases for calendar year 2024 are provided under Section 15.1 for the above referenced classes other than as set forth in the 2024 Class Adjustments.

2. This Amendment represents the entire agreement between the City and Union with respect to its subject matter and supersedes all prior discussions or understandings that the parties may have with respect to same.

3. The person signing this Amendment on behalf of Union represent and warrant that they have the requisite power and authority to enter into, execute, and deliver this Amendment and that this Amendment is a valid and legally binding obligation of Union enforceable against Union in accordance with its terms.

Executed in Pueblo, Colorado as of the date first above written.

CITY OF PUEBLO

By: _____
Mayor

ATTEST:

City Clerk

PUEBLO ASSOCIATION OF
GOVERNMENTAL EMPLOYEES

By:  _____

 STENARD
ATTEST.  Steward.
 _____

9-25-2023



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A HARDWARE RENTAL, SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND DOMINION VOTING SYSTEMS, INC., AS REQUIRED FOR ANY POTENTIAL MAYORAL RUNOFF ELECTION

SUMMARY:

Attached is an Ordinance approving a Hardware Rental, Software License and Services Agreement between the City of Pueblo and Dominion Voting Systems, Inc.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

After discussions with the County Clerk, it was determined that the County would be unable to run the potential January 2024 Mayoral runoff election, meaning the City would have to administer any runoff election.

Due to the timelines associated with any potential runoff election, the City Clerk must put in place election infrastructure that can be utilized in the event a runoff election is necessary. This rental agreement will allow for tabulation equipment and software to count the ballots for any potential runoff election the City is required to administer.

FINANCIAL IMPLICATIONS:

The contract with Dominion will be approximately \$30,000. This amount has been budgeted for the election project in the 2024 Capital Campaign budget.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could choose to reject this Ordinance. If City Council choose not to pass this Ordinance, the City will be unable to administer any Mayoral runoff election during this election cycle.

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

1. City of Pueblo CO Rental Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A HARDWARE RENTAL, SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND DOMINION VOTING SYSTEMS, INC., AS REQUIRED FOR ANY POTENTIAL MAYORAL RUNOFF ELECTION

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

SECTION 1.

The Hardware Rental, Software License, and Services Agreement between the City of Pueblo, a Colorado municipal corporation and Dominion Voting Systems, Inc, a copy of which is attached hereto ("Agreement") is hereby approved.

SECTION 2.

After the Agreement is approved as to form by the City Attorney, the Mayor is hereby authorized to execute and deliver the Agreement in the name 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 all acts consistent with this Ordinance and the attached Agreement to implement the policies and procedures described herein.

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

HARDWARE RENTAL, SOFTWARE LICENSE AND SERVICES AGREEMENT

This Hardware Rental, Software License and Services Agreement (hereafter the “Agreement”) dated this September 1, 2023, (the “Effective Date”) is made between the City of Pueblo, Colorado, a municipal corporation under the laws of the State of Colorado (“Customer”) and Dominion Voting Systems Inc., (“Dominion”). This Agreement may refer to Dominion and the Customer together as the “Parties,” or may refer to Dominion or the Customer individually as a “Party.”

1. **Composition of Agreement.** Exhibit A is attached and incorporated herein by reference and forms a part of this Agreement. This Agreement consists of the general terms and conditions contained in the following Sections, together with Exhibit A:

Exhibit A: Hardware Rental, Services, Pricing and Payment Summary

2. **Definitions.** For the purposes of this Agreement, the following are defined terms:

- 2.1. “Dominion Software” means the Dominion Democracy Suite® software certified for use in the Customer’s State.
- 2.2. “Hardware” means the ImageCast® system hardware as more specifically described in Exhibit A and certified for use in the Customer’s State.
- 2.3. “Specifications” means descriptions and data regarding the features, functions and performance of the Dominion Software, as set forth in user manuals or other applicable documentation provided by Dominion.

3. **Term of Agreement.** The term of this Agreement (“Term”) shall begin on the Effective Date and shall continue until February 29, 2024. The payment terms of Section 5, to the extent any payments are still due, shall survive any expiration of termination of this Agreement in accordance with their respective terms.

4. **Dominion's Responsibilities.**

- 4.1. Dominion shall provide the Customer with the rental Hardware and Dominion Software, and the services described in Exhibit A.
- 4.2. Dominion shall grant to the Customer a non-exclusive, non-transferable (except as provided herein), license (“License”) to use the Dominion Software provided by Dominion pursuant to Section 6 of this Agreement.
- 4.3. Dominion shall provide the invoice to the Customer for the items described in Exhibit A, upon the signing of the Agreement.

5. **Customer's Responsibilities.**

- 5.1. In consideration for the rental, licenses and services described in this Agreement, Customer shall pay the amounts specified in Exhibit A within thirty days of receiving the Dominion invoice. Customer is responsible for all sales, excise, personal property

or other taxes or duties on the amounts paid or products or services provided under this Agreement. If Customer is exempt from such taxes or duties, Customer shall provide Dominion with a tax exemption certificate.

- 5.2. If applicable, Customer shall provide Dominion with reasonable accommodations required for Dominion to perform its obligations, including premises access and electrical power.
- 5.3. Customer is solely responsible for assuring all relevant federal, State, and local laws, ruling and ordinances are complied with in regard to the use of Dominion's system for any Customer election, including all associated election guidelines and applicable election due dates. Notwithstanding any other provision in this Agreement to the contrary, to the extent permitted by law, Customer shall hold Dominion harmless from and against any and all claims, demands, damages, injuries, expenses (including reasonable attorneys' fees and court costs) and liability arising in connection with the Customer's responsibility pursuant to this Section 5

6. Dominion Software and Hardware Rental, License and Use.

- 6.1. Dominion agrees to rent the Hardware to Customer during the Term as described in Exhibit A herein.
- 6.2. License. Dominion grants Customer a non-exclusive, non-transferrable license to use the Dominion Software solely for the Customer's use in an election. The Customer cannot transfer or sublicense the License to any other third party.
- 6.3. No Other Licenses. Other than as expressly set forth in this Agreement, (a) Dominion grants no licenses, expressly or by implication, and (b) Dominion's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Dominion to Customer or any third party. Without limiting the foregoing sentence, Customer agrees to use the Dominion Software outlined in Exhibit A herein, and agrees not to use any Dominion Software as a service bureau for elections outside the Customer's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of any Dominion Software. The Customer shall have no power to grant sub-licenses for the Dominion Software. Any use of all or any portion of the Dominion Software not expressly permitted by the terms of this Agreement is strictly prohibited.
- 6.4. Prohibited Acts. The Customer shall not:
 - 6.4.1. Transfer or copy onto any storage device or hardware or otherwise copy the Dominion Software in whole or in part;
 - 6.4.2. Reverse engineer, disassemble, decompile, decipher or analyze the Dominion Software in whole or in part;
 - 6.4.3. Alter or modify the Dominion Software in any way or prepare any derivative works of the Dominion Software;

- 6.4.4. Alter, remove or obstruct any copyright or proprietary notices from the Dominion Software, or fail to reproduce the same on any lawful copies of the Dominion Software;
- 6.4.5. Provide or transfer any Software or System component to any third party unless explicitly authorized in writing by Dominion.
- 6.5. Proprietary Rights. Customer acknowledges and agrees that Dominion owns the Dominion Hardware, Dominion Software, all documentation and training materials provided by Dominion, the design and configuration of the Dominion Hardware and the format, layout, measurements, design and all other technical information (except for Customer supplied information such as election information) associated with the ballots to be used with the Dominion Hardware. Customer has the right to use the aforementioned items to the extent specified in this Agreement. Dominion likewise owns all patents, trade-marks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of Dominion which are protected by law and are of substantial value to Dominion.

7. Limited Warranties.

- 7.1. Dominion Software. Dominion warrants that, during the term of this agreement, the Dominion Software will function in accordance with the Specification. If the Customer believes that the Dominion Software is not functioning substantially in accordance with this agreement, the Customer shall provide Dominion with written notice of the material failure within three (3) days of discovering the material failure. Dominion shall use reasonable efforts to correct the material failure of the Dominion Software. The foregoing warranty shall be void in the event of the Dominion Software (i) has been modified by any party other than Dominion or (ii) has been used by the Customer for purposes other than those described herein.
- 7.2. Third-Party Products. The warranties herein do not apply to any third-party products. However, to the extent permitted by the manufacturers of third-party products, Dominion shall pass through to the Customer all warranties such manufacturers make to Dominion regarding the operation of such third party products.
- 7.3. NO OTHER WARRANTIES. DOMINION DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

- 8. **Indemnification.** To the extent permitted by law, each Party to this Agreement shall indemnify, defend, and hold harmless the other Party and its officers, directors, agents, employees, and owners from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorneys' fees (collectively,

"Claims"), arising out of or caused by the indemnifying party's gross negligence or willful misconduct in connection with the services contemplated by this Agreement. In addition, to the extent permitted by law, Customer shall indemnify and hold harmless Dominion from any third party claims arising from, or alleged to arise from, Customer's failure to operate properly the Software and Hardware licensed under this Agreement, in the manner designated by Dominion.

- 9. Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, DOMINION'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL DOLLAR AMOUNT OF THE AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWSOEVER ARISING, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORT, EVEN IF THE PARTIES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Confidential Information.

- 10.1. For purposes of this Agreement, confidential information ("Confidential Information") is defined as those materials, documents, data, and technical information, specifications, business information, customer information, or other information that the disclosing Party maintains as trade secrets or confidential and which are disclosed to a receiving Party in tangible form conspicuously marked as "confidential," or with words having similar meaning or which are expressly identified in this Subsection 10.1. Confidential Information includes all Dominion Software source and object code and written documentation associated therewith.
- 10.2. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations.
- 10.3. Neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, to any person properly seeking discovery before any such agency or court, or as may be required by law.
- 10.4. Each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information.

11. **Termination.** If either Party materially breaches this Agreement and does not cure the breach within 30 days after receiving written notice of the breach from the non-breaching Party, the non-breaching Party may terminate this Agreement as of a termination date specified in that notice or in a subsequent notice delivered within the 30-day period. If the breach cannot be completely cured within the 30-day period, no default will occur if the Party receiving the notice begins curative action within the 30-day period and thereafter proceeds with diligence and in good faith to cure the breach as soon as practicable.
12. **Risk of Loss Insurance, Title.** Customer shall bear the risk of loss or damage to the Hardware and Dominion Software after Customer receipt of the Hardware and Dominion Software to the degree that Dominion demonstrates that the Customer is responsible for the loss or damage to the Hardware and Software. The occurrence of any such loss or damage shall not permit Customer to delay or reduce the payment of any fees prescribed under this Agreement. Customer may, at its own expense and option, obtain and maintain property and casualty insurance for the Hardware and Dominion Software against all risks of loss or damage. The amount of such insurance shall not be less than the replacement cost of the Hardware and Dominion Software. All policies for such insurance shall (i) designate Dominion as an additional insured and Dominion and Customer as loss payees, as their interests may appear and (ii) contain a provision that entitles Dominion to written notice prior to cancellation or modification of such insurance policy. Title to the Hardware and Dominion Software will remain with Dominion and will not pass to the Customer.
13. **Assignment and Right to Subcontract.** Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party.
14. **Governing Law.** This Agreement will be construed under the laws of the Customer's State, and the courts within the Customer's State shall have jurisdiction for all actions to enforce this Agreement.
15. **Survival.** The provisions of Sections and Subsections 1, 2, 3, 7, 8, 9, 14, and 18 shall survive the expiration or termination of this Agreement.
16. **Force Majeure.** Should any circumstances beyond the control of Dominion or Customer occur that delay or render impossible the performance of any obligation due under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, war, acts of terrorism; natural disasters; pandemic; industry-wide labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Dominion and Customer. Neither party shall be liable under this Agreement for any loss or damage to the other Party due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use their best efforts to minimize the adverse consequences of any such circumstances.
17. **No Third Party Beneficiaries.** Dominion and Customer agree that this Agreement is for the benefit of the parties hereto and is not intended to confer any rights or benefits on any

third party, and that there are no third-party beneficiaries of this Agreement or any part or specific provision of this Agreement, and no third party shall have any right to enforce this Agreement or any provision hereof.

- 18. Legality and Severability.** This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the parties as set forth herein to the fullest extent permitted by law.
- 19. Waiver.** Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any provisions herein.
- 20. Notices.** All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when, personally delivered or by nationally recognized overnight carrier or mailed, certified or registered mail, return receipt requested, addressed to the intended recipient as follows:

If to Dominion:

Dominion Voting Systems Inc.
PO Box 343
Broomfield, CO 80038

If to the Customer:

Marisa Stoller
City Clerk, City of Pueblo
1 City Hall Place
Pueblo, CO 81003
mstoller@pueblo.us

CC: City Attorney
1 City Hall Place
Pueblo, CO 81003
cityattorney@pueblo.us

- 21. Entire Agreement.** This Agreement and its Exhibits incorporated herein by reference constitute the entire agreement, understanding and representations between Dominion and the Customer, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both the Customer and Dominion, and incorporated as an Addendum hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

DOMINION VOTING SYSTEMS, INC.



AUTHORIZED SIGNATURE

John Poulos

PRINTED NAME

President & CEO

TITLE

9/21/2023

DATE

FOR CUSTOMER

City of Pueblo, Municipal Corporation

By: _____ Date: _____
Nick Gradisar, Mayor

ATTEST:

By: _____ Date: _____
Marisa Stoller, City Clerk

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

By: _____ Date: _____
Alexandria Romero, Finance Director

APPROVED AS TO FORM:
Attorney for City of Pueblo

By: _____ Date: _____
City Attorney

EXHIBIT A

HARDWARE RENTAL, SOFTWARE LICENSE AND SERVICES AGREEMENT

Hardware Rental, Services, Pricing and Payment Summary

System Description. Prices of equipment rental, licenses, and related services for voting, vote counting, and result processing. Note: There may be additional costs for consumable items, such as iButtons. These will be invoiced at a later date. Payment on additional invoices will be due within thirty (30) days of issuance by Dominion.

Product/Service	Qty	Rental Price	Extension
Central Scanning: Absentee / Vote By Mail Hardware			
ImageCast Central Kit - G2140	3	\$4,000.00	\$12,000.00
		Sub-Total	\$12,000.00
Election Management Hardware			
EMS Express Server Kit	1	\$0.00	\$0.00
EMS Adjudication Workstation Kit	1	\$0.00	\$0.00
		Sub-Total	\$0.00
Election Management Software			
Democracy Suite Standard - Level 1	1	\$5,000.00	\$5,000.00
Adjudication Module	1	\$0.00	\$0.00
		Sub-Total	\$5,000.00
Support Services			
Election Database Setup - Tier 3	1.0	\$2,448.00	\$2,448.00
On-site Services - Election Day	1.0	\$4,500.00	\$4,500.00
		Sub-Total	\$6,948.00
Training			
Training (/day)	1.0	\$2,000.00	\$2,000.00
		Sub-Total	\$2,000.00
Estimated Shipping			
Shipping (estimated)	1	\$1,400.00	\$1,400.00
		Sub-Total	\$1,400.00
		TOTAL	\$27,348.00

Rental Pricing Notes:

- The above pricing involves the **rental** of the tabulators and software for the election event.
- The above pricing does not include applicable taxes, which will be charged extra.
- The Estimated Shipping rate charge shown above is based on Dominion's standard shipping plan and schedule for equipment and consumables. Any extra shipping charges incurred due to the Customer causing a deviation from Dominion's standard shipping plan and schedule will be charged extra.

- After the election, the Customer must repackage the tabulators and peripheral equipment in the same manner in which they were delivered, for pickup by the Dominion shipper. This includes packing equipment in their respective boxes. If the equipment was delivered via skids, the Customer will place the equipment back on the same skids and wrap the skids with shrink wrap. Dominion reserves the right to charge the Customer extra if equipment is not repackaged for pickup in the same way it was delivered.
- The above pricing does not include ballots.
- All equipment must be returned to Dominion no later than February 29, 2023, or additional equipment rental charges may apply (at Dominion's discretion).

Payment Terms. Payment in full is due on January 23, 2024.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Lisa Macchietto, Assistant City Attorney

SUBJECT: AN ORDINANCE ELECTING TO CERTIFY ABATEMENT ASSESSMENT ROLL NO. 2023-1 TO THE COUNTY TREASURER AND TO HAVE THE COUNTY TREASURER COLLECT IN THE SAME MANNER AS OTHER TAXES

SUMMARY:

Attached is an Ordinance by which City Council is electing to certify to the County Treasurer certain abatement liens that have remained unpaid for more than six months. All abatement liens certified to the County Treasurer will be collected in the same manner as other taxes.

PREVIOUS COUNCIL ACTION:

On September 14, 2015, City Council approved ordinance No. 8917, which provides for the assessment of abatement costs. Since that time, Council has routinely every August by resolution directed the appointment of a hearing officer and set a hearing date. In addition, Council every year approves the final abatement assessment roll via ordinance. On July 22, 2019, Council approved Ordinance No. 9502 which amended the notice of hearing and protest deadlines by expanding each by five days to create more time between the protest filing deadline and hearing date. On August 14, 2023, City Council approved Resolution No. 15336 which set the hearing on protests for September 15, 2023, at 9:00 A.M. and directed the Mayor to appoint a hearings officer.

BACKGROUND:

On or about July 2015, City Council became aware that the City had over \$600,000 in unpaid weed and trash abatement liens. In the past, the City did not generally recover the amount owed for a weed or trash lien unless and until the property affected was sold or transferred. The majority of the outstanding liens are for relatively small amounts and therefore, it is not cost effective to collect the amounts owed through civil litigation or foreclosure.

All of the outstanding liens resulted from costs actually incurred and paid by the City to remove weeds and trash from the properties subject to the liens. All of the liens that the City seeks to certify to the County Treasurer by this Ordinance have been outstanding for more than six months. Most of the liens have been pending since late 2021 and throughout 2022.

Pursuant to Colorado Revised Statute §31-20-105, any municipality, in addition to the means provided by law, if by ordinance it so elects, may cause any or all delinquent charges, assessments, or taxes made or levied to be certified to the treasurer of the county and be collected and paid over by the treasurer of the county in the same manner as taxes are authorized to be collected. Certifying the weed and trash abatement lien assessments to the County Treasurer is a more efficient method to collect the amounts owed.

FINANCIAL IMPLICATIONS:

The cost of the weed and trash abatement has already been incurred by the City. Certification of the abatement lien assessments to the County Treasurer is anticipated to increase the amount collected by the City for the liens.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Council may choose to deny the Ordinance in which case the City will continue to collect the liens by other means.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Ruling on Protests dated September 15, 2023
2. Report of Lien Abatement Assessments dated September 15, 2023

ORDINANCE NO.

AN ORDINANCE ELECTING TO CERTIFY ABATEMENT ASSESSMENT ROLL NO. 2023-1 TO THE COUNTY TREASURER AND TO HAVE THE COUNTY TREASURER COLLECT IN THE SAME MANNER AS OTHER TAXES

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

SECTION 1.

The City Council of Pueblo, a municipal corporation, pursuant to the provisions of Section 31-20-105 of the Colorado Revised Statutes and Chapter 8 of Title VII of the Pueblo Municipal Code, hereby acknowledges receipt of the Report of Abatement Lien Assessments dated September 15, 2023, attached hereto.

SECTION 2.

A hearing was scheduled at 9:00 A.M. on September 15, 2023, in the City Council Chambers at which time any protests or objections to the lien assessments were heard. Any person interested in or affected by a proposed charge and who filed a written protest with the City Clerk on or before 5:00 P.M. on September 8, 2023, had the ability to present testimony and evidence at the hearing.

SECTION 3.

The City Clerk's Office received three (3) protests before the September 8, 2023, at 5:00 P.M. deadline. One additional protest was filed untimely on Monday, September 11, 2023.

One of the four protestors appeared for the protest hearing on September 15, 2023 at 9:00 A.M. That protest and one other was resolved by separate agreement. As a result, the hearing officer took the remaining two protests under advisement and later issued a ruling affirming the protested liens. With respect to the two resolved independent from the hearing, if payment is made or the payments plans executed, the liens will not be assessed to the County Treasurer.

The hearing officer filed a written report regarding the hearing on September 15, 2023, and the same is attached hereto.

SECTION 4.

The Code Compliance Unit Supervisor is directed to thereafter prepare an Assessment Roll, showing in suitable columns for each piece of land assessed: the property Parcel number, assessed owner, complete mailing address and/or post office box number of the assessed owner, complete and accurate legal description, and the amount to be collected, and deliver the same to the Director of Finance. The Director of Finance is directed to thereafter certify and deliver the Assessment Roll, together with a copy of this Ordinance certified by the City Clerk under seal of Pueblo, a Municipal Corporation, to the County Treasurer, therein showing all payments made thereon, with the date of each payment, together with her warrant for the collection of same. The County Treasure is requested to receive the same, and such Assessment Roll shall be numbered as follows:

ASSESSMENT ROLL NO. 2023-1

SECTION 5.

The County Treasurer is requested to receive payment of all assessments and interest appearing upon said Assessment Roll. In case of default in payment of any assessment when

due, the County Treasurer is requested to advertise and sell any of the property concerning which such default is suffered, for the payment of the whole of the unpaid assessments thereon. Said advertisements and sale shall be made at the same time, in the same manner, under all the said conditions and penalties, with the same effect as are provided by general law for sales of real estate in default of payment of taxes.

SECTION 6.

Any person may pay the City for any assessment hereby certified on the Report of Abatement Lien Assessments dated September 15, 2023, with accrued interest and applicable filing fees, up to the date the Report is certified to the County Treasurer. The Report of Abatement Lien Assessments dated September 15, 2023, may be certified to the County Treasurer any time after October 23, 2023. Any such payments shall be made at the City of Pueblo Finance Department. All monies received for the payment of assessments shall be deposited into the General Fund.

SECTION 7.

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

SECTION 8.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

PUEBLO CITY HALL, PUEBLO, COLORADO #1 City Hall Place, 3 rd Floor, Pueblo, CO 81003	
IN RE: PUBLIC HEARINGS CONCERNING ASSESSMENT OF COSTS ASSOCIATED WITH ABATEMENTS CONDUCTED ON, AND CORRESPONDING ABATEMENT LIENS AGAISNT PROPERTY PURSUANT TO PUEBLO MUNICIPAL CODE TITLE VII	 ▲ COURT USE ONLY ▲
RULING ON PROTESTS AT THE SEPTEMBER 15, 2023 HEARINGS	

This Matter came before the Hearing Officer on September 15, 2023 at 9:00 a.m. for hearing on the Complaints, Objections and Protests filed by owners or interested parties with respect to abatement costs and the related liens filed against property. The City of Pueblo was represented by assistant city attorney, Lisa Macchietto.

35 Caledonia, Pueblo, CO

This case comes before the Hearing Officer on a protest filed on September 1, 2023 by Linda Sloan. Ms. Sloan failed to appear at the hearing. Protest was based upon inability to pay and removal of personal items that were not litter.

Having failed to appear, no evidence was submitted to support this claim. City states that an agreement for a payment plan had been reached and that Ms. Sloan had withdrawn her protest.

1019 E. River St, Unit A, Pueblo, CO

This case comes before the Hearing Officer on a protest filed on September 11, 2023 by Alfred and Desiree Gonzalea. Mr. and Mrs. Gonzalez failed to appear at the hearing. Protest was based upon the protestors timely clean up of the property and the City's removal of items that were not trash.

Having failed to appear, no evidence was submitted to support this claim. Hearing officer further notes that the protest was not timely filed.

Therefore, based upon the protestant's failure to appear and the untimely filing of the protest, the Hearing Officer affirms the lien as recorded.

201, S. Joplin Street Pueblo, CO

This case comes before the Hearing Officer on a protest filed on September 8, 2023 by Chad DeMarco as a representative of the landowner. Mr DeMarco appeared. Protest was based upon lack of notice and prior clean up before abatement.

Hearing officer notes that she has a conflict of interest as Mr. DeMarco is a client of her law firm, Kwitek McMillan, P.C. Nevertheless the City and Mr. DeMarco represent that an agreement has been reached as to payment and the protest has been withdrawn.

Therefore, based upon the protestant's failure to appear, the Hearing Officer affirms the lien as recorded.

1230 Elm, Pueblo, CO

This case comes before the Hearing Officer on a protest filed on or about August 28, 2023 by Dr. Heidi Wodiuk. Ms. Wodiuk failed to appear at the hearing. Protest of the trash lien was based upon illegality of the proceedings.

Because of the nature of the protest, the Hearing Officer requested that the City make an Offer of Proof.

The City presented exhibits 1-6 which were admitted into evidence.

After hearing the City's Offer of Proof and reviewing exhibits the following facts were found:

- Pursuant to Sec. 7-3-2, 7-3-1, 7-3-5 and 7-3-16 of the Pueblo Code of Ordinances, a Notice of Violation and Order to Correct was posted on the property on April 22, 2022 directing the owner to remove litter from the premises by April 30, 2022 days was posted on the property. Notice was laso mailed by certified mail on that date, which was returned unclaimed as to the addresses: Heidi Wodiuk and Oprah Gail Winfrey. A receipt for delivery was signed by "Occupant" on April 26,

2022

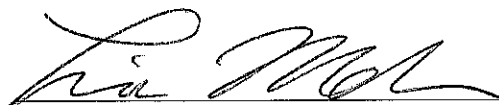
- The Premises were inspected and photographs taken on June 7, 2022.
- On or about June 14, 2022 Litter Clean-up request was submitted.
- The Premises were re-inspected, cleaned, and photographs taken on June 23, 2022.
- The cost for the trash removal performed by the City was \$62.32, pursuant to Section 7-4-4 \$100.00 was added for incidental costs and \$100.00 was added for administrative expenses for a total lien of \$262.32.
- Upon review of the photographs taken before and after clean up, the costs are found to be reasonable and the administrative expenses are as provided by the Ordinance.
- On July 1, 2022 an invoice requesting payment was sent to Oprah Winfrey and Heidi Wodiuk who were still the record owners at that time.
- Upon Ms. Winfrey and Dr. Wodiuk's failure to pay, a lien upon the property was recorded with the Pueblo County Clerk and Recorder on August 28, 2022 at reception number 2286842.
- Pursuant to Section 7-4-4 the liens constitute perpetual liens and accrue interest at the rate of 10% per annum.

As neither Ms. Winfrey nor Dr. Wodiuk appeared, no evidence was presented to support the protest.

Given the state of the property as shown in the offered photographs, the costs were reasonable and the administrative fees and interest are as provided by Section 7-4-4 of the Ordinances.

The Hearing Officer therefore affirms the lien.

DONE this 15th day of September 2023


Linda McMillan, Hearing Officer

CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of September 2023, a true and correct copy of the foregoing document, was placed in the United States mail, sufficient postage pre-paid and addressed to:

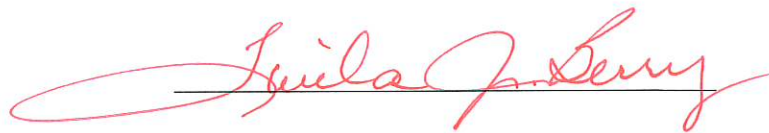
Chad DeMarco
P.O. Box 8876
Pueblo, CO 81001

Alfred and Desiree Gonzalez
1019 E. River, Unit A
Pueblo, CO 81001

Linda Sloan
35 Caledonia
Pueblo, CO 81001

Heidi Wodiuk
8448 Hwy 78W
Beulah, CO 81023

Lisa Macchiato
Assistant City Attorney
City of Pueblo
#1 City Hall Place, 3rd Floor
Pueblo, CO 81003



Report of Lien Abatement Assessments dated September 15, 2023

Parcel #	Name and Mailing Address	Location	Legal Description	Amount
407417005	Susan Elaine Steele 61 Ironweed Drive Pueblo, Colorado 81001	61 Ironweed Drive Pueblo, Colorado 81001	LOT 13 BLK 25 UNIVERSITY PARK SUB 11TH	\$806.24
407417006	Corey Manfredi 59 Ironweed Drive Pueblo, Colorado 81001	59 Ironweed Drive Pueblo, Colorado 81001	LOT 14 BLK 25 UNIVERSITY PARK SUB 11TH	\$805.12
419127025	Linda J. Sloan 35 Caledonia Road Pueblo, Colorado 81001	35 Caledonia Road Pueblo, Colorado 81001	LOT 22 BLK 202 BELMONT 16TH	\$471.60
428414002	Maria Felonie Gomez 10350 Dover Street Broomfield, Colorado 80021	1022 Fearnow Avenue Pueblo, Colorado 81001	S 50 FT OF LOT 9 BLK 6 FEARNOWVILLE	\$901.60
429125014	Della M. Manchego 2009 E. 15th Street Pueblo, Colorado 81001	2009 E. 15th Street Pueblo, Colorado 81001	LOTS 27 + 28 BLK 136 EAST PUEBLO HEIGHTS SUB 2ND	\$676.62
429135005	Brandon Sosock and Cassandra Peterson 1926 E. 14th Street Pueblo, Colorado 81001	1926 E. 14th Street Pueblo, Colorado 81001	LOTS 13 + 14 BLK 155 EAST PUEBLO HEIGHTS SUB 2ND	\$1,052.02
429240003	Justine Valdez 1670 S. Clay Street Denver, Colorado 80219-4818	1550 Pike Avenue Pueblo, Colorado 81001	LOT 9 BLK 7 HARRY O SCHMIDT SUB	\$834.48
429422006	Ellen Patricia McKim 2106 E. 10th Street Pueblo, Colorado 81001	2106 E. 10th Street Pueblo, Colorado 81001	LOTS 5 + 6 BLK 197 ARLINGTON HEIGHTS	\$1,415.40
429429010	Bluehorseshoetrust 455 Mackenzie Avenue Canon City, Colorado 81212-9334	1901 E. 8th Street Pueblo, Colorado 81001	LOTS 21 + 22 BLK 205 EAST PUEBLO HEIGHTS SUB 2ND	\$531.90
430312015	Water of Life Ministries 625 E. 7th Street Pueblo, Colorado 81001	625 E. 7th Street Pueblo, Colorado 81001	LOT 16 BLK 94 CONLEYS ADD	\$1,147.32
431107009	Timothy Cordova, Jr. 2017 Carmela Road Pueblo, Colorado 81006	721 E. 5th Street Pueblo, Colorado 81001	LOT 14 BLK 28 EAST PUEBLO	\$1,374.04
431112012	Stone Water Real Estate, LLC 16859 Trail View Parker, Colorado 80134	1211 E. 5th Street Pueblo, Colorado 81001	E 10 FT OF LOT 22 + W 20 FT OF 23 BLK 4 WINTERS ADD	\$771.42

431119012	Joseph Leo Roberts 719 E. 3rd Street Pueblo, Colorado 81001	719 E. 3rd Street Pueblo, Colorado 81001	LOT 14 BLK 26 EAST PUEBLO	\$1,955.30
431120006	Catherine C. Garcia 1906 Rose Lane Pueblo, Colorado 81001	811 E. 3rd Street Pueblo, Colorado 81001	LOTS 12 + 13 BLK 46 EAST PUEBLO	\$1,080.40
431127003	Southern Colorado Soap Box Derby Inc c/o Mary Scarcello 1216 Russ Avenue	Vacant Lot	LOTS 7-14 INC BLK 13 WINTERS ADD	\$1,840.00
431127007	Southern Colorado Soap Box Derby Inc c/o Mary Scarcello 1216 Russ Avenue Pueblo, Colorado 81006	Vacant Lot	LOTS 19-28 BLK 3 MATTICES ADD	\$914.22
431129009	Kristen K. Miller 801 E. 2nd Street Pueblo, Colorado 81001	801 E. 2nd Street Pueblo, Colorado 81001	LOT 15 BLK 5 MATTICES ADD	\$829.58
431139013	Alfred Gonzales & Desiree Gonzales 1019 E. River Street Pueblo, Colorado 81001	1019 E. River Street Pueblo, Colorado 81001	LOTS 23 TO 24 INC BLK 15 MATTICES ADD FORMERLY #04-311-39-008	\$780.78
431144017	Manuel Sanchez 12209 Dehougne Street North Hollywood, California 91605-5611	Vacant Lot	E 20 FT LOT 19 + W 15 FT OF LOT 20 BLK 20 MATTICES ADD	\$864.96
431218006	Gwyn and Tony, LLC 503 N. Main Street, Ste. 350 Pueblo, Colorado 81003	305 N. Bradford Avenue Pueblo, Colorado 81003	S 27 FT 6 IN OF N 60 FT OF LOTS 15-16 + OF E 12 FT OF S 27 FT 6 IN OF N 60 FT OF LOT 14 BLK 12 PUEBLO	\$1,253.80
431417016	Jada Duran 1221 Damson Street Pueblo, Colorado 81001	1102 Catalpa Street Pueblo, Colorado 81001	LOTS 11 - 14 BLK 35 MATTICE + GIBSONS ADD FORMER #04-314-17-013 + 014	\$719.38
432111001	Andrea Striowski 2112 W. University Drive, #1045 Edinburg, Texas 78539-2862	2130 E. 5th Street Pueblo, Colorado 81001	LOTS 17 TO 20 BLK 3 FRANCE HEIGHTS	\$1,599.44
432111011	Robert Herrera 7830 W. Alameda Avenue, Suite 174 Lakewood, Colorado 80226	2129 E. 4th Street Pueblo, Colorado 81001	LOTS 26 + 27 LESS S 10 FT + E 17 FT OF LOT 28 BLK 3 FRANCE HEIGHTS	\$818.26
432117007	East 3rd LLC PO Box 21 Louisville, Colorado 80027-0021	1731 E. 3rd Street Pueblo, Colorado 81001	LOTS 35 + 36 BLK 253 EAST PUEBLO HEIGHTS SUB 2ND 2ND	\$842.56
432239012	Vivian C. Lucero 1605 E. Beech Street Pueblo, Colorado 81001	1605 E. Beech Street Pueblo, Colorado 81001	LOTS 25 + 26 BLK 302 EAST PUEBLO HEIGHTS SUB	\$461.64

432306013	Candido Aragon c/o Paul Anthony Aragon 3820 36th Lane Avondale, Colorado 81022	1505 Evergreen Street Pueblo, Colorado 81001	LOTS 25 + 26 BLK 331 WILEY + CHAMBERLINS SUB	\$1,598.24
432311017	Raymond J. Detello 10 Swift Arrow Court Pueblo, Colorado 81001	Vacant Lot	LOTS 4 THRU 11 BLK 352 WILEY + CHAMBERLINS SUB FORMERLY #04323-11-002	\$2,313.40
432313003	Gary R. Fearn PO Box 20368 Colorado City, Colorado 81019-2368	Vacant Lot	LOTS 5 + 6 BLK 361 WILEY + CHAMBERLINS SUB	\$878.40
511102049	Dreambuilders Construction, Inc. 425 W. 3rd Street Pueblo, Colorado 81003	Vacant Lot	LOT 8 BLK 2 EAGLERIDGE ESTATES PHASE 5 RESUB FORMERLY #05-111-02-001 THRU 024	\$1,153.78
514109012	Cynthia D. Frisby 4024 Hillside Drive Pueblo, Colorado 81008	4024 Hillside Drive Pueblo, Colorado 81008	S 23 FT OF LOT 88 BLK 3 NORTHRIDGE 4TH + LOT 89 EXC S 8 FT BLK 3 NORTHRIDGE 3RD	\$1,000.40
514217006	Lloyd Smith, Sharon A. Smith and Martha H. Anderson 4026 Wills Boulevard Pueblo, Colorado 81008	4026 Wills Boulevard Pueblo, Colorado 81008	LOT 6 BLK 8 CRESTVIEW HILLS NO 1	\$782.40
525316003	Jack Christopher Medina 1800 Kingsroyal Ct., Apt. I Pueblo, Colorado 81005	1106 W. 13th Street Pueblo, Colorado 81003	LOT 3 + E 1/2 OF 4 BLK 46 BLAKES ADD	\$797.32
535115009	Empire Realty and Investments, Inc. 710 Wilson Avenue Pueblo, Colorado 81004	710 Wilson Avenue Pueblo, Colorado 81004	LOT 29 BLK G MOORE + CARLILE RESUB	\$725.12
535313007	Benjamin S. Wurster 418 Scranton Avenue Pueblo, Colorado 81004	418 Scranton Avenue Pueblo, Colorado 81004	LOTS 15 + 16 BLK 9 ARVONIA	\$861.90
536303015	Saymi A. Garcia & Joshua Garcia 121 Quincy Street Pueblo, Colorado 81004	121 Quincy Street Pueblo, Colorado 81004	LOT 7 MITCHELLS SUB OF BLK 106 IN COLORADO COAL + IRON COMPANY ADDITION NO 1 OF SOUTH PUEBLO	\$775.68
536303025	Ernest Maldonado 109 Quincy Street Pueblo, Colorado 81004	109 - 111 Quincy Street Pueblo, Colorado 81004	LOTS 1 + 2 MITCHELLS SUB OF BLK 106 IN COLORADO COAL + IRON COMPANY ADDITION NO 1 OF SOUTH PUEBLO FORMERLY #05-363-03-010 + 011	\$1,164.60
536304028	Realty Colorado, LLC 5232 San Jacinto Court Pueblo, Colorado 81005	121 W. Evans Avenue Pueblo, Colorado 81004	LOT 28 + SE 1/2 OF LOT 29 ALSO SW 140 FT OF NW 1/2 OF LOT 29 BLK 116 SOUTH PUEBLO FORMERLY #05363- 04-022 + 027	\$361.40
1406319004	Aaron K. Suazo & Karla J. Suazo 59 Red Creek Springs Road, Apt. 5 Pueblo, Colorado 81005	1110 Bohmen Avenue Pueblo, Colorado 81006	LOTS 5 + 6 BLK 4 LAIBACH	\$655.14

1406326014	Arthur R. Medina c/o Max Leek 707 S. 3rd Street Tucumcari, New Mexico 88401-2874	1254 Mahren Avenue Pueblo, Colorado 81006	LOTS 24 TO 27 BLK 3 WIEN	\$749.84
1406328008	Guadalupe Vigil and Fernando Marrujo 1222 Egan Avenue Pueblo, Colorado 81006	1222 Egan Avenue Pueblo, Colorado 81006	LOTS 17-18-19 BLK 4 AGRAM	\$687.46
1501132001	Joseph Frankmore 216 Carlile Avenue Pueblo, Colorado 81004	Vacant Lot	POR LOTS 11-12 BEG NW COR LOT 11 TH E 27.2 FT TH S 55 DEG 38 MIN 30 SEC E 0.3 FT TH S 47 DEG 04 MIN E 70.9 FT TH W 78 FT N 50 FT TO BEG BLK 3 ELWELL + SMITH	\$460.66
1501211009	Felicity Ann Short 318 Quincy Street Pueblo, Colorado 81004	318 Quincy Street Pueblo, Colorado 81004	LOTS 10 + 11 BLK 114 SOUTH PUEBLO	\$1,409.70
1501317014	Daniel J. Apodaca 630 E. Pitkin Avenue Pueblo, Colorado 81004	1238 Pine Street Pueblo, Colorado 81004	S 1/2 LOT 10 BLK 52 BESSEMER	\$696.80
1501404006	Josie Gonzales 918 E. Abriendo Avenue Pueblo, Colorado 81004	918 E. Abriendo Avenue Pueblo, Colorado 81004	S 1/2 LOT 5 BLK 6 BESSEMER	\$506.32
1501409020	Donn H. Ellington 1989 W. Keota Drive Pueblo West, Colorado 81007	1041 Elm Street Pueblo, Colorado 81004	N 14 FT LOT 13 ALL 14 BLK 2 BESSEMER	\$560.40
1501413008	Juan Francisco Lopez Suarez 1110 E. Abriendo Avenue Pueblo, Colorado 81004	Vacant Lot	LOTS 16 + 17 BLK 38 CITY HALL PL	\$879.42
1501419010	Oprah Gail Winfrey and Dr. Heid Wodiuk 8448 State Highway 78 Beulah, Colorado 81023-9722	1230 Elm Street Pueblo, Colorado 81004	W 95 FT OF S 1/2 OF LOT 15 + W 95 FT OF LOT 16 BLK 47 CITY HALL PL	\$319.50
1501421023	Frank R. Garcia, Sr. and Roy Hockaday, Jr. 1822 W. Pueblo Boulevard Pueblo, Colorado 81005	Vacant Lot	W 11 FT OF LOT 39 + ALL LOTS 40 + 41, BLK 3, CITY HALL PL 2ND	\$113.18
1501421029	Jodi R. Hunt and Damion P. Vasquez 1230 Taylor Avenue Pueblo, Colorado 81006	1230 Taylor Avenue Pueblo, Colorado 81006	LOTS 46 + 47 BLK 3 CITY HALL PL 2ND	\$328.18
1501423021	Kiko Vargas 1404 Northern Avenue Pueblo, Colorado 81004	1238 Eilers Avenue Pueblo, Colorado 81006	LOT 32 BLK 1 CITY HALL PL 2ND	\$2,128.22

1502116008	James Lusero 12 Barrington Court Pueblo, Colorado 81005	802 Palmer Avenue Pueblo, Colorado 81004	LOTS 15-16 BLK 2 WINDOM PL	\$475.90
1502408028	Lawrence M. Montoya 927 Bragdon Avenue Pueblo, Colorado 81004	927 Bragdon Avenue Pueblo, Colorado 81004	N2 LOT 30, ALL LOTS 31 - 33 + S2 LOT 34 BLK 5 MELROSE PL FORMERLY 15-024-08-025 + 016	\$1,663.42
1510122022	Greg Davis 6001 S. Yosemite Street, B 204 Greenwood Village, Colorado 80111-5126	1718 Moore Avenue Pueblo, Colorado 81005	LOT 22 BLK 5 CORKISH-SACKMAN-LITTELL NO 2	\$1,054.18
1510415012	Paul G. Gonzales 6600 Jaguar Drive, Apt.6-708 Santa Fe, New Mexico 87507-1682	2145 Hellbeck Drive Pueblo, Colorado 81005	LOT 12 HELLBECK ACRES	\$478.46
1510415015	Leatrice J. Jones 2129 Hellbeck Drive Pueblo, Colorado 81005	2129 Hellbeck Drive Pueblo, Colorado 81005	LOT 15 HELLBECK ACRES	\$1,515.84
1512108001	William Martinez 1310 E. Routt Avenue Pueblo, Colorado 81004	1310 E. Routt Avenue Pueblo, Colorado 81004	LOT 1 BLK 3 STEELWORKS AMENDED	\$705.54
1512214003	Norman Dover 1608 Wabash Avenue Pueblo, Colorado 81004	1608 Wabash Avenue Pueblo, Colorado 81004	S 1/2 LOT 4 ALL 5 BLK 14 LAKE AVE ADD	\$2,003.22
1512232019	Global Proposal, LLC PO Box 1280 Morrison, Colorado 80465-5280	1331 Spruce Street Pueblo, Colorado 81004	LOT 25 BLK 62 IRONDALE	\$722.88
1512311005	Eli Velarde 1918 Pine Street Pueblo, Colorado 81004	1918 Pine Street Pueblo, Colorado 81004	LOTS 9 + 10 BLK 19 LAKE MINNEQUA ADD	\$1,173.30
1513205001	Joey G. Montano 2202 E. Routt Avenue Pueblo, Colorado 81004	2202 E. Routt Avenue Pueblo, Colorado 81004	LOTS 1 + 2 BLK 5 MINNEQUA HEIGHTS	\$1,054.62
1513226009	Vivian E. Hill and Sandra Bolden 2623 Pine Street Pueblo, Colorado 81004	2623 Pine Street Pueblo, Colorado 81004	LOTS 20-21-22 BLK 26 MINNEQUA HEIGHTS	\$832.96
1513234012	Robert M. Hicks 2714 Pine Street Pueblo, Colorado 81004	2714 Pine Street Pueblo, Colorado 81004	LOTS 7 + 8 BLK 34 MINNEQUA HEIGHTS	\$503.00
1513251003	Enrique M. Navarro 223 E. Northern Avenue Pueblo, Colorado 81006	2526 Lake Avenue Pueblo, Colorado 81004	LOTS 9 TO 16 BLK 24 EAST LAKE	\$1,214.06

1514200001	Douglas J. Cook 2300 Acero Avenue Pueblo, Colorado 81004	2300 Acero Avenue Pueblo, Colorado 81004	NE4 NW4 14-21-65 CONTG 0.954A M/L BEG PT 660 FT W OF N4 COR SEC 14 TH W 630 FT TH S 66 FT TH E 630 FT TH N 66 FT TO BEG.	\$1,018.16
1516439007	Douglas A. Gradisar and Shawwna Leona Santistevan 16 Posada Drive	16 Posada Drive Pueblo, Colorado 81005	LOT 23 BLK 20 EL CAMINO SUB 12TH FORMERLY 15- 164-00-009 + 010 + 011	\$924.48
7360010344	Craig Allen Shriver 137 N. Front Street Sterling, Colorado 80751-4337	2222 E. 8th Street, Sp. 108 Pueblo, Colorado 81001	COUNTRYSIDE ESTATES MHP SP 108 NEW MOON 1978 14X70 VIN: 13502430	\$333.40



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 10, 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 AMENDMENT OF TWO SOLAR PRODUCTION AGREEMENTS BETWEEN THE CITY OF PUEBLO AND CEC SOLAR #1117, LLC. AND CEC SOLAR #1118, LLC RELATING TO AND UPDATING THE POWER PURCHASE AGREEMENT RATE SCHEDULES FOR EACH AGREEMENT, AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

SUMMARY:

Attached is an Ordinance approving the amendment of two Solar Production Agreements between City and CEC Solar #1117, LLC and CEC Solar #1118, LLC relating to and updating the rates for the City's purchase of power produced pursuant to the Solar Production Agreements, and authorizing execution thereof by the Mayor.

PREVIOUS COUNCIL ACTION:

On June 26, 2017, City Council passed Resolution No. 13708, approving two Solar Purchase Agreements between the City and CEC Solar #1117, LLC., and CEC Solar #1118, LLC., respectively.

BACKGROUND:

The rate schedule specified within the original Solar Purchase Agreements set fixed rates for the procurement of electricity starting at \$0.1159 per kilowatt-hour in the first year of the agreement and increasing 2% per year to a maximum of \$0.1689 per kilowatt-hour in the 20th year of the agreement. Since the effective date of the original agreements, market rates outlined in Black Hills Energy's PUC rate structure for Community Solar Garden facilities have not risen as fast as the rates specified in the agreement. The proposed amendments will set the rates to be paid by the City at a rate 10% below the Black Hills Community Solar Garden rate throughout the remainder of the agreements.

FINANCIAL IMPLICATIONS:

The rates specified in the proposed amendments to the Solar Purchase Agreements will ensure the City's cost to purchase power under the agreements will remain 10% below the Black Hills Energy published rate for Community Solar Gardens throughout the remainder of the terms of both agreements.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

Not applicable

ALTERNATIVES:

Denial of this agreement will prevent the City from amending the Solar Purchase Agreements.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. BHE Amendment to Production Agreements City of Pueblo 2023 (230926)

ORDINANCE NO.

AN ORDINANCE APPROVING AMENDMENT OF TWO SOLAR PRODUCTION AGREEMENTS BETWEEN THE CITY OF PUEBLO AND CEC SOLAR #1117, LLC. AND CEC SOLAR #1118, LLC RELATING TO AND UPDATING THE POWER PURCHASE AGREEMENT RATE SCHEDULES FOR EACH AGREEMENT, AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

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

SECTION 1.

The Amendment to two Solar Purchase Agreements ("Amendment") by and between CEC Solar #1117, LLC., and CEC Solar #1118, LLC., a copy of which is attached hereto after having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute said Amendment for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon passage and approval.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

AMENDMENTS TO SOLAR PRODUCTION AGREEMENTS

This Amendment to Solar Production Agreements (this “Amendment”) dated as of the date set forth below, is by and among the City of Pueblo, CO (“Buyer”) and each of CEC Solar #1117, LLC, a Colorado limited liability company and CEC Solar #1118, LLC, a Colorado limited liability company (each a “Seller”, collectively the “Sellers”).

WHEREAS: On or about June 26, 2017 and pursuant to Resolution 13708 approved by Buyer, Buyer entered into Solar Production Agreements (the “Agreements”) with each Seller. Capitalized terms used but not otherwise defined in this Amendment have the meanings given to such terms in the Agreements and the Schedule of Rates, Rules and Regulations for Electric Service, Colo. PUC No. 10, for Black Hills Colorado Electric, Inc., doing business as Black Hills Energy (“Black Hills”).

WHEREAS: The parties acknowledge and agree that:

- A. Pursuant to the Agreements, Buyer purchases a subscription of the Solar Output of the Solar Energy Facilities at a PPA Payment Rate (\$/kWh) set forth on Appendix B to each of the Agreements (the “PPA Rates”). In consideration for the allocation of the Solar Output under each Agreement, Buyer receives a CSG Fixed Bill Credit from Black Hills equal to the applicable CSG Fixed Bill Credit rate in the Community Solar Garden Service Electric rate schedule (the “Credit Rate”) multiplied by Buyer’s allocation of the Solar Output of the Solar Energy Facilities under the Agreements.
- B. The Credit Rate is dynamic and increases or decreases without the approval or consent of Buyer or the Sellers.
- C. The PPA Rates are fixed and do not track any increases or decreases to the Credit Rate.
- D. Since the effective dates of the Agreements, the Credit Rate has decreased such that Buyer is paying more for electricity than it otherwise would if the Agreements were not in effect.
- E. The parties desire to enter into this Amendment to amend the PPA Rates to peg them to the Credit Rate.

Accordingly, the parties agree as follows:

- 1. Pegged PPA Rate. Each Appendix B to the Agreements is deleted in its entirety and replaced with Attachment 1 to this Amendment.
- 2. Annual Rate Adjustment. The Pegged PPA Rate will be adjusted annually based on the adjusted Community Solar Credit rates published by Black Hills on or about December 7 of the year preceding the effective new rates.
- 3. Miscellaneous. This Amendment may be executed and delivered by electronic or facsimile signature and in one or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one agreement. This Amendment, when read in conjunction with an Agreement (including all exhibits, attachments, and schedules thereto) constitutes the entire agreement between the applicable parties with respect to the subject matter of this hereto and thereto. This Amendment supersedes all prior agreements, whether written or oral, with respect to the subject matter of this Amendment. The terms and conditions set forth in this Amendment are deemed a part of each Agreement for all purposes. In the event of a conflict or inconsistency

between the terms and conditions of this Amendment and those set forth in an Agreement, the terms and conditions of this Amendment control. Except as amended and supplemented hereby, all of the terms and conditions of the Agreements remain and continue in full force and effect and apply hereto including expressly but not in any manner by way of limitation Section 7.6 of each of the Agreements.

Dated this _____ day of _____, 2023

CEC SOLAR #1117, LLC

By: _____
Name: _____
Title: _____

CEC SOLAR #1118, LLC

By: _____
Name: _____
Title: _____

CITY OF PUEBLO
ATTEST:

By: _____
Nicholas A. Gradisar, Mayor

City Clerk

ATTACHMENT 1

Appendix B

Price List

Beginning on January 01, 2023, and continuing until the termination or expiration of the Agreement, the PPA Payment Rate (\$/kWh) will equal Ninety (90%) of the then-current CSG Fixed Bill Credit rate in the Utility's Community Solar Garden Service Electric rate schedule (or any successor rate schedule for the Program) that is applicable to Buyer's rate class and respective allocations.

2023 Credit Rates and Allocations

Rate Class	Allocation	2023 Credit rate
710	34.5%	\$0.1195/kWh
711	65.5%	\$0.1066/kWh

Weighted Average Credit Rate: \$0.1110/kWh

2023 PPA Billing rate: $90\% \times \$0.1110/\text{kWh} = \$0.0999/\text{kWh}$



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 10, 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 AN AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY KNOWN AS LOTS 8 & 9 BLK 70 MATTICE & GIBSON AD, AND LOT 19 BLK 71 MATTICE & GIBSON AD BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND MR. FRED F. JONES AND MRS. MELVA JEAN JONES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Ordinance approves a Agreement for the Purchase and Sale of Real Property between the City of Pueblo and Fred F. Jones and Melva Jean Jones for property adjacent to and surrounded by the City of Pueblo Police Department's firearms training facilities.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Pueblo Police Department has been using the property located at 900 Gruma since the mid 1980's for firearms training. Mr. and Mrs. Jones currently own two parcels of land that are land locked by the Pueblo Police Department's firearms training facilities. Due to access and safety concerns for training activities, the Police Department has determined it is in the best interest of the City to acquire these parcels of land from Mr. and Mrs. Jones. Mr. and Mrs. Jones have agreed to sell both these parcels to the City of Pueblo for a total of \$20,000.

The purchase of this land will enable the Pueblo Police Department Firearms Training facility to expand the area in which they train, provide additional parking spaces for officers using the facility, and allow for additional access controls on the property.

FINANCIAL IMPLICATIONS:

The cost of these two parcels will be \$20,000. This amount has been budgeted within the Police Department's 2023 budget.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could choose to reject this Ordinance. If the City Council does not pass this Ordinance the City will be unable ensure the safe access to the Police Firearms Training Facility.

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

1. AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY - Fred and Melva Jones and City of Pueblo

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY KNOWN AS LOTS 8 & 9 BLK 70 MATTICE & GIBSON AD, AND LOT 19 BLK 71 MATTICE & GIBSON AD BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND MR. FRED F. JONES AND MRS. MELVA JEAN JONES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The Agreement of Purchase and Sale of Real Property between the City of Pueblo, a municipal corporation and Fred F. Jones and Melva Jean Jones, attached hereto, is hereby approved.

SECTION 2.

The Mayor, after approval as to the form of the Agreement by the Department of Law, 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 for this Agreement shall be paid from 2023 allocated and available Pueblo Police Department Budget.

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 therein.

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY

This Agreement of Purchase and Sale of Real Property ("Agreement") is made and entered into on this ____ day of _____, 2023 (the "Effective Date"), by and between the City of Pueblo, a Municipal Corporation, the address is 1 City Hall Place, City Attorney's Office, 3rd Floor, Pueblo, CO 81003, hereinafter referred to as ("Purchaser") and Fred F. Jones and Melva Jean Jones, who's address is 13 Pedragal Lane, Pueblo, CO 81005, hereinafter referred to as ("Seller") and referred to as "Party" in the singular and "Parties" in the plural.

WHEREAS: This Agreement is contingent, and execution by the City will be when the City of Pueblo's City Council's approval granting the Major authority to enter into this Agreement and receive said Properties.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree to be legally bound whereby Seller agrees to convey to Purchaser, and Purchaser agrees to acquire from Seller, the Property as defined below on the terms and conditions set forth in this Agreement.

1. Purchase Price: The total purchase price of the Properties will be Twenty Thousand dollars (\$20,000) in US currency, payable by Purchaser in immediately available funds to the Title Company at the time of closing.
2. Conveyance of the Property, Property Liens, and Encumbrances. Seller will convey the Property to Purchaser at the time of closing by **general warranty deed**, free and clear of all liens and encumbrances.

3. Timetable of Events:

Title Insurance Commitment -	(10) calendar days after the Effective Date
Title Objection -	(15) calendar days after the Effective Date
Off Record Document -	(10) calendar days after the Effective Date
Off Record Objection -	(15) calendar days after the Effective Date
*Closing Date -	(30) calendar days after the Effective Date

(*Closing Date to be moved to the next business day if it falls on a National Holiday or weekend.)

4. Description of Property. The real property which is the subject matter of this Agreement is that certain parcels of real property located in Pueblo County, Colorado, which is legally described as:

Lots 8 & 9, BLK 70 MATTICE GIBSON ADD, County of Pueblo, State of Colorado; and

Lot 19 BLK 71 MATTICE GIBSON ADD FORMALY #04-314-46-006, County of Pueblo, State of Colorado, the ("Properties"). A more accurate property description is attached as Exhibit "A" and is incorporated into this Agreement.

5. Property Improvements. The Property includes all improvements located thereon and all of Seller's rights, title, and interest in and to all appurtenances thereto, including but not limited to all improvements now located thereon, including any fences, buildings, landscaping, and other improvements, and all fixtures of a permanent nature. In addition, the Property shall include all the Seller's right, title, and interest in and to easements, future interests and rights to the same belonging and inuring to the benefit of the Property, and in and to all strips and gores of land lying between the Property and adjoining property or streets, roads or highways, open or proposed.
6. Property minerals. All interests in all minerals, ores, and metals of any kind and character, and all coal, asphalt, oil, gas, or other like substances including sand and gravel, and all geothermal resources in, on, or under the Property and all other mineral rights as are owned by Seller at the time of this Agreement.
7. Title Insurance.
 - A. Within ten (10) calendar days following the Effective Date, Seller will provide to Purchaser a Title Insurance Commitment (the "Title Commitment") from **LAND TITLE GUARANTEE COMPANY** ("Title Company"). The Title Commitment must show title to the Property in Seller, subject only to those exceptions set forth on Schedule B-2 to the Title Commitment that are acceptable to Purchaser. The Seller and Purchaser shall split (50/50) the Title Commitments and Title Insurance costs.
 - B. If the Title Commitment discloses title defects unsatisfactory to Purchaser and subject to which Purchaser need not take title, Purchaser may give Seller written notice of such defects the date fifteen (15) calendar days after the Effective Date. Seller must attempt in good faith to cure such defects prior to the date of closing, at its expense, without in any other manner affecting the terms of this Agreement.
 - C. If any instrument or deposit is necessary in order to correct a defect in or objection to title shall be in a form and contain terms and conditions Title Company may reasonably require so as to be sufficiently satisfied and omit such defects or objection.
 - D. If Title Company refuses to omit any title defect or objection prior to closing, then Purchaser, at its election, has the right to:
 - i. accept such title as Seller is able to convey, without any

reduction of the purchase price; or

- ii. rescind this Agreement and, upon such rescission pursuant to this paragraph and upon proper notice this Agreement will be null and void and of no further effect, and all Parties to this Agreement will be released from all obligations hereunder.

E. Notwithstanding the foregoing,

- i. any title condition consisting of monetary liens, deeds of trust or other financial encumbrances against the Property must be removed by Seller at or prior to closing, and Seller's failure to cause the removal of the same will constitute a default by Seller under this Agreement; and
- ii. in the event Seller fails to cause the removal of a financial encumbrance against the Property prior to closing, Purchaser has the right to pay amounts required to do so at closing, and to receive a credit for such payment against the Purchase Price.

8. Survey/Legal Description. The Parties each acknowledge that a legal description of the Property is attached to and incorporated by reference into this Agreement, and each acknowledges having received a copy of any such description. The Parties agree that it is their intent that the referenced legal description describes the Property except as otherwise expressly provided, and agree to work in good faith and cooperatively to correct technical errors that any such legal description is determined to contain.

9. Maintenance of the Property/Title.

- A. Seller is to provide Purchaser all documentation of unrecorded incumbrances, licenses, or agreements related to any type of current or future interest in the Property within (10) calendar days from Effective Date. Purchaser has (15) calendar days from the effective date to object to any of the off record documents. Seller must attempt in good faith to cure such defects prior to the date of closing, at its expense, without in any other manner affecting the terms of this Agreement.
- B. Seller must keep, or cause to be kept, the Property in its condition as of the Effective Date until the closing of this transaction, subject to normal wear-and-tear and seasonal changes and agrees not to commit or permit waste thereon.
- C. Seller must not cause or permit new liens, easements, or other

encumbrances on the title to the Property, except as expressly agreed by Purchaser in writing.

10. Representations of Seller. Based on a reasonable, Seller represents and warrants to the best of Seller's knowledge, as of the Effective Date and as of the closing, as follows:

- A. There is no litigation proceeding, including but not limited to any eminent domain proceeding, pending (or to Seller's knowledge threatened) against or relating to any part of the Property, nor does Seller know of or have reasonable grounds to know of any basis for any such action.
- B. Seller has not received notice of, and to the best of Seller's knowledge, there are no violations of any laws, orders, regulations or requirements of any governmental authority affecting the Property or any part thereof.
- C. Seller has the unconditional right and power to execute and deliver this Agreement and to consummate the transaction(s) contemplated by this Agreement.
- D. Seller has not received notice of default or breach by Seller of any of the covenants, conditions, restrictions, rights-of-way or easements, or hazardous waste affecting the Property or any portion thereof; no default or breach now exists or will exist on the date of closing; and no event or condition has occurred and is continuing that, with or without notice and/or the passage of time, will constitute such a default or breach.
- E. Seller represents that it has provided to Purchaser all environmental reports and, to the extent permitted by law, any other documentation in Seller's possession related to Seller's ownership of the Property.

11. Condition of the Property. Purchaser acknowledges by closing that it has had the opportunity to inspect the Property, and that with the exception of any representations or warranties specifically set forth in this Agreement and the covenants contained in the warranty deed, Purchaser is relying solely on its own investigation of the Property. Purchaser furthermore acknowledges that its acquisition of the Property shall be on an "AS IS basis" without further improvement or remediation by Seller.

12. Possession. Seller will deliver possession of the Property to Purchaser at closing.

13. Proration. Real property taxes and assessments and similar expenses, in accordance

with local practice, will be prorated as of the date of closing, to the extent such taxes, assessments and expenses apply to Seller.

14. Remedies on Default. If any note or check received hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed as herein provided, the remedies are:

- A. If Seller is in default, Purchaser may elect to treat this Agreement as terminated, in which case all payments and things of value received hereunder will be returned to Seller, and Purchaser may recover such damages as may be proper, or Purchaser may elect to treat this Agreement as being in full force and effect, and Purchaser will have the right to an action for specific performance or damages, or both.
- B. If Purchaser is in default, Seller may recover direct damages as may be proper and Seller expressly waives the remedies of specific performance and additional damages and both Parties will be released from all obligations under this Agreement.

15. Notices. Any notice or other communication given by either Party to the other relating to this Agreement must be in writing and shall be deemed given (i) when delivered personally, or (ii) on the first business day which is three (3) days following mailing by certified mail, return receipt requested and postage prepaid, or (iii) the next business day after sending by a nationally recognized overnight delivery service, and addressed to the Party at its respective address as follows:

Seller: Fred F. Jones & Melva Jean Jones
13 Pedragal Lane
Pueblo, CO 81005

Purchaser: City of Pueblo
City Attorney's Office
1 City Hall Place, 3rd Floor
Pueblo, CO 81003

16. Assignment. This Agreement may not be assigned by either of the Parties hereto without the prior written consent of the other Party.

17. Risk of Loss. Seller shall bear all risk of loss with respect to the Property up to the date title is transferred in accordance with this Agreement. In the event of damage to any portion of the Property by fire or other casualty prior to the closing which damage either affects 5% of the usable facilities on the Property or reduces the value of the Property by 5%, then this Agreement may be terminated at the option of Purchaser. This option shall be exercised, if at all, by Purchaser's written notice thereof to Seller within thirty (30) calendar days after receipt of written notice of such fire or other

casualty. Upon the exercise of such option to terminate, this Agreement shall become null and void, and neither Party shall have any further liability or obligations hereunder, except as otherwise provided in this Agreement. Closing may be delayed for up to thirty (30) calendar days for the Purchaser to decide whether to exercise this option.

18. Recommendation of Legal and Tax Counsel. By signing this document, the Parties acknowledges that they have been advised that this Agreement has important legal consequences and have received the recommendation to consider the examination of title and consultation with legal and tax or other counsel before signing this Agreement.
19. Entire Agreement, Modification. This Agreement constitutes the entire contract between the Parties relating to the conveyance of the Property, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this Agreement will be valid, binding upon the Parties, or enforceable unless made in writing and signed by the Parties.
20. Headings. Paragraph headings are used for convenience of reference and in no way define, limit, or prescribe the scope or intent of any provision under this Agreement.
21. Construction. Words of the masculine gender include the feminine and neuter gender and when the sentence so indicates, words of the neuter gender refer to any gender. Words in the singular include the plural and vice versa. Definitions of defined terms are intended to apply throughout this Agreement. This Agreement is to be construed according to its fair meaning, and as if prepared by all Parties, and is deemed to be and contain the entire understanding and agreement between the Parties.
22. Time is of the Essence. It is agreed that time is of the essence of this Agreement and each and every provision.
23. Binding Effect / Joint and Several Liability. This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, administrators, successors and assigns. If Seller consists of more than one individual or entity, each such individual or entity is jointly and severally liable for any and all obligations of Seller hereunder.
24. Litigation Expenses. In the event any Party defaults in any of its covenants or obligations and a Party not in default commences and prevails in any legal or equitable action against the defaulting Party, the defaulting Party expressly agrees to pay all reasonable expenses of the litigation, including a reasonable sum for attorneys' fees or similar costs of legal representation.

25. Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Signatures may be delivered by electronic copy. Electronic signatures are binding on the Parties as if they were originals.
26. Authority. Each person executing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement in his or her individual or representative capacity as indicated.
27. Recording. Purchaser may record this Agreement in the real property records of the Pueblo County Clerk and Recorder.
28. Governing Law/Venue. The Parties intend and agree that this Agreement is to be construed and enforced according to the laws of Colorado, and that venue in any proceeding related to the subject matter of this Agreement will be in Pueblo County, Colorado.
29. Brokers. Seller has retained a real estate broker and shall be and hereby is solely responsible for paying any and all commission due as a result of this sale transaction to said broker. Seller, shall indemnify and hold Purchaser harmless from and against all claims, demands, causes of action, debts, liabilities, judgments, and damages, including, without limitation, any related litigation expenses, that may be asserted or recovered against the other on account of any breach of this representation and warranty.
30. Access. If Buyer fails to close the Seller will have immediate access to the property and the gate will be removed or the combination for the lock will be provided to the Seller or their agent.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date and year first above written.

Seller:

Fred F. Jones

Melva Jean Jones

PURCHASER:

The City of Pueblo, a Municipal Corporation

Date: _____

By: _____

Nicholas A. Gradisar, Mayor

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 10, 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 U. S. DEPARTMENT OF JUSTICE 2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (2023 JAG) GRANT, AWARD NO. 15PBJA-23-GG-03201-JAGX, AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NUMBER PS2314, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$111,507, AUTHORIZING THE MAYOR TO EXECUTE SAME AND RELATED CERTIFICATIONS, ASSURANCES AND OTHER DOCUMENTS, APPROVING AND RATIFYING THE JULY 17, 2023 MEMORANDUM OF UNDERSTANDING CONCERNING RECEIPT AND DISBURSEMENT OF FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME AND RATIFYING HIS SIGNATURE THERETO

SUMMARY:

Attached is Award No. 15PBJA-23-GG-03201-JAGX. It includes 17 pages (numbered 6-22) which are the award's Special Conditions.

PREVIOUS COUNCIL ACTION:

The FY2023 JAG Local Solicitation is an annual formula grant that has been in existence for the past nineteen (19) years. The City and County of Pueblo have received \$2,341,804 in JAG Local Solicitation funds since its inception, including this award. On August 14, 2023 Council approved Resolution No. 15337 authorizing the application for the award and approving the required MOU with Pueblo County.

BACKGROUND:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program provides funds to units of local government for the purpose of improving law enforcement technology and upgrading necessary equipment. The program is designed to help local communities address problems specific to their area.

The City's share will be used to fund six (6) Police Department equipment projects, including desktop, laptop, and other computer-related equipment for the entire Department, additional investigative tools for the Crimes Against Property Unit, and other law enforcement enhancing equipment projects as determined by the Chief of Police (see attachment for detailed list of proposed equipment). Mr. Gradisar will need to sign the award document and initial the lower right corner of each page of the Special Conditions.

FINANCIAL IMPLICATIONS:

This grant funding represents \$111,507 to the City and County of Pueblo with no required match. The City's share of the \$111,507 is \$84,746 and the remaining amount is paid to the County. The City is responsible for administering the drawdown of the grant. The County provides the City with quarterly reports which are monitored by the Police Department.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Ordinance.

STAKEHOLDER PROCESS:

City and County law enforcement leaders have met and agreed to the distribution terms of this annual formula grant since its inception in 2005. A signed MOU between the City and County is a requirement for acceptance of the award. City Council, and all other related stakeholders, signed the MOU in conjunction with approved Resolution No. 15337. Additionally, a public meeting, to receive public comments on the expenditures, is a requirement of the award. That public meeting occurred on July 17, 2023. The City and County Attorney Offices, as well as the City Finance Department, have reviewed and approved the attached award documents including the Special Conditions.

ALTERNATIVES:

The FY2023 JAG Local Solicitation is an annual formula grant that has been in existence for the past nineteen (19) years. The City and County of Pueblo have received \$2,341,804 in JAG funds since its inception, including this award. In order to receive the funds, the City and County of Pueblo must sign the award document and initial each page of the Special Conditions in the lower right-hand corner.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Signed Memorandum of Understanding (MOU)
2. Resolution No. 15337
3. Award Letter for 15PBJA-23-GG-03201-JAGX
4. Itemization of JAG Projects List
5. 2023 JAG Award Conditions
6. 2023 JAG Annual Solicitation application

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A U. S. DEPARTMENT OF JUSTICE 2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (2023 JAG) GRANT, AWARD NO. 15PBJA-23-GG-03201-JAGX, AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NUMBER PS2314, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$111,507, AUTHORIZING THE MAYOR TO EXECUTE SAME AND RELATED CERTIFICATIONS, ASSURANCES AND OTHER DOCUMENTS, APPROVING AND RATIFYING THE JULY 17, 2023 MEMORANDUM OF UNDERSTANDING CONCERNING RECEIPT AND DISBURSEMENT OF FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME AND RATIFYING HIS SIGNATURE THERETO

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 federal government for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the United States Department of Justice ("DOJ") has tendered a Justice Assistance Grant Award No. 15PBJA-23-GG-03201-JAGX (the "Award") in the amount of \$111,507 upon conditions recited therein or incorporated therein by reference; and

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

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

SECTION 1.

The Awarding of Grant No. 15PBJA-23-GG-03201-JAGX to the City of Pueblo, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor of the City is authorized to execute the Grant Award acceptance in the name of and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith.

SECTION 3.

Project Number PS2314 (2023 JAG) is hereby established, and the amount of \$111,507 is budgeted and appropriated therefore.

SECTION 4.

The Grant Award Funds shall be deposited in an interest-bearing trust fund account that is specifically designated for the Justice Assistance Grants Program ("Program"). The funds in the account, including interest thereon, shall only be expended and used for the Program, and shall be so obligated and expended by September 30, 2027, provided, however, that none of the funds shall be spent or obligated until all applicable conditions precedent for expenditure of Grant Funds have been satisfied, as set forth in the Grant's Special Conditions.

SECTION 5.

The July 17, 2023, Memorandum of Understanding ("MOU"), by and between the City of Pueblo, a Municipal Corporation, and Pueblo County, Colorado concerning the receipt and disbursement of the 2023 JAG funds, a copy of which is attached hereto and incorporated herein, having been approved as to form by the City Attorney, is hereby approved and ratified. The Mayor is hereby authorized to execute said MOU on behalf of the City and his prior signature to same is hereby ratified.

SECTION 6.

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 award to effectuate the policies and procedures described herein.

SECTION 7.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

**MEMORANDUM OF UNDERSTANDING
CONCERNING RECEIPT AND DISBURSEMENT OF
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
FUNDS FOR FY 2023
(GRANT OPPORTUNITY#_O-BJA-2023-171790)**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 17th day of July, 2023, by and between the City of Pueblo, a Municipal Corporation (hereafter referred to as the “City”) and Pueblo County, Colorado (hereafter referred to as the “County”).

WITNESSETH:

WHEREAS, the parties recognize that for FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) funding, administered by the U.S. Office of Justice Programs, Pueblo County has been certified as a disparate jurisdiction by the Colorado State Attorney General’s Office; and

WHEREAS, Federal Edward Byrne Memorial Justice Assistance Grant funding requires that a certified disparate county and the city or cities within the county are to divide available funds to their mutual satisfaction, and that if the parties are unable to reach a mutual agreement, no jurisdiction is eligible to receive funds; and

WHEREAS, the parties reached an agreement over the receipt of \$111,507.00 in JAG funds and the disbursement of those funds and wish to set such agreement as follows.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in accordance with Federal law, the parties agree as follows:

1. The \$111,507.00 JAG Grant Funds will be allocated as follows: The City will receive \$84,746.00 and will use these resources to fund one or more projects/programs that are outlined in the Program Narrative attachment of the application. The County will receive \$26,761.00 of which the Pueblo County Sheriff’s Department will receive \$21,409.00 to fund one or more different projects/programs that are outlined in the Program Narrative attachment of the application. The Pueblo County District Attorney will receive \$5,352.00 of the County’s allocation to fund one or more different projects/programs that are outlined in the Program Narrative attachment of the application. The City will serve as the applicant/fiscal agent.

2. The City, County, Pueblo County Sheriff’s Department and Pueblo County District Attorney shall each meet and comply with the assurances, certifications, general and special conditions set forth in the FY 2023 JAG Grant Funds Award which are incorporated herein as if set out herein in full and shall expend their respective funds solely for their approved projects.

Memorandum of Understanding
Concerning Receipt and Disbursement of
Edward Byrne Memorial Justice Assistance Grant Funds for FY 2023

Page - 2

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding the day and year first written above.

ATTEST:

By



Clerk to the Board

PUEBLO COUNTY, COLORADO

By



Chairman, Board of County Commissioners

ATTEST:

By



City Clerk

CITY OF PUEBLO, A Municipal Corporation

By



Mayor

ATTEST:

By



PUEBLO COUNTY SHERIFF

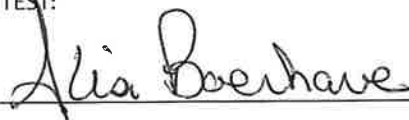
By



David Lucero, Sheriff

ATTEST:

By



CITY OF PUEBLO POLICE DEPARTMENT

By



Chris Noeller, Chief of Police

ATTEST:

By



10TH JUDICIAL DISTRICT ATTORNEY

By



Jeff Chostner, District Attorney

**MEMORANDUM OF UNDERSTANDING
CONCERNING RECEIPT AND DISBURSEMENT OF
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
FUNDS FOR FY 2023
(GRANT OPPORTUNITY#_O-BJA-2023-171790)**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 17th day of July, 2023, by and between the City of Pueblo, a Municipal Corporation (hereafter referred to as the “City”) and Pueblo County, Colorado (hereafter referred to as the “County”).

WITNESSETH:

WHEREAS, the parties recognize that for FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) funding, administered by the U.S. Office of Justice Programs, Pueblo County has been certified as a disparate jurisdiction by the Colorado State Attorney General’s Office; and

WHEREAS, Federal Edward Byrne Memorial Justice Assistance Grant funding requires that a certified disparate county and the city or cities within the county are to divide available funds to their mutual satisfaction, and that if the parties are unable to reach a mutual agreement, no jurisdiction is eligible to receive funds; and

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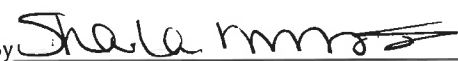
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ATTEST:

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10TH JUDICIAL DISTRICT ATTORNEY

By 
Jeff Chostner, District Attorney

RESOLUTION NO. 15337

A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO APPLY FOR A 2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AND APPROVING A MEMORANDUM OF UNDERSTANDING CONCERNING RECEIPT AND DISBURSEMENT OF FUNDS FROM SAID GRANT, AUTHORIZING THE MAYOR TO EXECUTE SAME AND RATIFYING HIS PRIOR SIGNATURE THERETO

WHEREAS, the City of Pueblo Police Department is requesting the City of Pueblo submit an application to the United States Department of Justice (DOJ) for the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG); and

WHEREAS, the funds from this grant will be utilized by the Police Department, Sheriff's Department, and the District Attorney's Office to benefit the health, welfare, and safety of the citizens of the City; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The 2023 JAG Local Solicitation Application O-BJA-2023-171790 (Grant Application), a copy of which is attached hereto, is hereby approved and authorized for submittal to the United States Department of Justice.

SECTION 2.

The Memorandum of Understanding dated as of July 17th, 2023, by and between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo County, Colorado concerning the receipt and disbursement of the 2023 JAG funds, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

The Mayor of the City is authorized to execute the Grant Application and Memorandum of Understanding in the name of the City, and his prior signature thereto is hereby ratified and approved. The City Clerk is directed to affix the seal to the Memorandum of Understanding and attest same. The Mayor is also authorized to execute any and all other certifications, assurances and other documents associated therewith.

SECTION 4.

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.

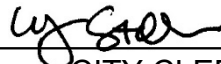
SECTION 5.

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

INTRODUCED: August 14, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Department of Justice (DOJ)

Office of Justice Programs

Office of Communications

Washington, D.C. 20530

AWARD NOTIFICATION		Award Number: 15PBJA-23-GG-03201-JAGX
Name and Address of Recipient:		CITY OF PUEBLO 1 CITY HALL PL
City, State and Zip:		PUEBLO, CO 81003
Recipient Point of Contact:		ANNAMARIE ELLISS
Email:		aelliss@pueblo.us
Phone:		7195532638
Solicitation Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation		
Federal Award Amount: \$111,507.00		Federal Award Date: 9/25/23
Awarding Agency:		Office of Justice Programs Bureau of Justice Assistance
Award Type:		Initial
Statutory Authority:		Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)
Opportunity Category:	Discretionary	Assistance Listing Number: 16.738

Project Period Start Date: 10/1/22	Project Period End Date: 9/30/26
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Project Description:

The City of Pueblo is seeking funds to support various law enforcement projects of the Police Department, Sherriff's Office and District Attorney's Office through a joint application.

For more information about this award, please contact the OJP Office of Communications at 202-307-0703 or OJP.OCOM@ojp.usdoj.gov.

**FY2023 Justice Assistance Grant (JAG) Local Solicitation
Projects & Programs**

Grant # 2023 JAG Project # PSXXXX

Disparate Certification

A disparate allocation occurs when a city or municipality is scheduled to receive one and one-half times (150 percent) more than a county with concurrent jurisdiction, while that county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crime. Multiple disparate allocations occur when multiple cities or municipalities are collectively eligible to receive four times (400 percent) more than the county.

JAG disparate jurisdictions are certified by the Director of the Bureau of Justice Assistance (BJA), based in part on input from the state's Attorney General. For a listing of disparate jurisdictions, go to www.ojp.usdoj.gov/BJA/recoveryJAG/recoveryallocations.html.

Proj #	Name of Project	Agency	Amount	Description
1	Desktop/Laptop and Related Computer Replacement Project	PPD Services	\$50,279	This project proposes to purchase technical computer equipment for law enforcement and public safety use including desk top computers (towers, monitors, keyboards, etc), laptop computers, and other related computer componets such as mobile printers, and applicable and related software. Actual project cost is \$58,331.75. PPD will pay the extra \$8,052.75 with an IT Project fund, PST2306.
2	6X10 enclosed trailer for hauling crime scene investigation supplies	PPD CSI	\$6,000	Purchase of 8'-10' enclosed box/cargo trailer to store and hold a lot of our shared or bulkier equipment we haul in and out of the office and garage to major crime scenes to make this process more efficient. It would also provide for transport space for larger evidence when needed.
3	2-electric assist bicycles - Bike Patrol	PPD Bike Patrol	\$9,484	Bicycles allow officers to maneuver in smaller spaces as well as work within larger crowds to provide a safer environment and improve the quality of life for all. Electric assist bicycles enhance officer's ability to respond to various parts of town without exhaustion, better engage and communicate with community members at events, cover other officers in need, respond to other calls for service with a much quicker response time.
4	2-rifle rated bullet proof shields for BATTLE	PPD CAProp	\$17,839	Right now, the Pueblo Police BATTLE members operating the pin vehicles do not have any protection against pistol or rifle rounds that the occupants of the stolen vehicle may fire towards the officers in the pin vehicle, other than the engine block. Bullet proof shields would allow the Officers to be protected and allow them to keep eyes on the suspect and suspect vehicle.
5	130 archive storage boxes	PPD VAPP	\$858	The Volunteers Assisting Pueblo Police (VAPP) are requesting 130 archival storage boxes (90 large and 40 small) to move the Pueblo Police Department's historical files into proper protective storage.
6	Electronics training kits for BOMB training	PPD Bomb	\$286	The Pueblo Metro Bomb Squad is in need of training tools for electronic circuits. Current trends in Improvised Explosive Devices have moved to electronic circuits. One of the missions a public safety bomb squad is tasked with is defeating IED's and rendering them safe in situations where they pose an extreme risk to life or critical infrastructure.
\$84,746				
1	2-electric assist bicycles - Bike Patrol	PCSO	\$9,604	When patrolling a community event, its important that deputies are highly visible and can cover a large area in a timely manner. E-bikes are a significant advantage compared to typical marked cruisers. Electric bikes are proving to be a popular choice for deputies on the move. Electric bikes are more quickly deployable than patrol cruisers, allowing deputies to respond to call more quickly in a targeted area, and are more maneuverable.
2	Ballistic Shields	PCSO	\$11,805	The Pueblo County Sheriff's Office needs additional safety equipment for the Law Enforcement division. In 2021, two deputies were shot while trying to make contact at a home. Having rifle rated shields easily accessible for the responding officers as well as detectives, civil fugitive and narcotics detectives for use when conducting any high-risk job function is an additional safety measure. Actual project cost is \$16K. PCSO will fund the additional \$4,194.89 out of their general funds.
\$21,409				
1	Technical projects/training and equipment.	PCDA	\$5,352	Purchase technology, supplies, equipment and system upgrades, including the potential purchase of computers, monitors, color printers, and fax
\$5,352				
Total Grant Amount =			\$111,507	

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements

that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would

exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

32

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

33

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

34

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

38

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

39

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

40

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

42

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

43

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

45

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS

are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

46

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

47

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

48

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

50

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

51

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

53

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

55

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The

recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

56

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

57

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

58

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

59

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

60

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

61

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with

all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

63

Withholding of funds – Financial Capability Questionnaire Submission. The recipient may not expend, or draw down any award funds until-- (1) it has submitted a Financial Capability Questionnaire (FCQ) and, if required by OJP, written policies and procedures to address FCQ issues identified; and (2) OJP has issued an Award Condition Modification (ACM) to modify or remove this condition.

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/20/23 8:38 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
Mayor

Signed Date And Time

City of Pueblo and Pueblo County, Colorado

FY2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Narrative Statement

Opportunity Number: C-BJA-2023-00105-PROD

Package ID: PKG00282389

CFDA 16.738

Grants.gov Deadline: Aug 24, 2023

JustGrants Deadline: Aug 31, 2023

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Current State of Pueblo

Pueblo is the county seat of Pueblo County in Colorado. With a 2020 population of 114,269, it is the 8th largest city in Colorado and the heart of the Pueblo Metropolitan Statistical Area (MSA). According to the US Census Bureau, the average household income is \$56,100, the median income is \$36,280, and the poverty rate of 24.4% -- the highest on the Front Range. Pueblo's neighborhoods with the high levels of poverty also neighborhoods with predominantly BIPOC populations. Pueblo's Economic Dashboard can be found at <https://www.pueblo.us/2820/Economic-Dashboard>

Pueblo is majority-minority community composed of a broad diversity of residents with many linguistic, racial, ethnic, and cultural backgrounds. Census 2020 reported the local Hispanic/Latinx residency to be 52.2%, the highest in all census places in Colorado with a population over 100,000. 13.5% of Pueblo residents speak Spanish; 2.6% of them have limited English speaking skills.

Pueblo's crime rate – 49 per one thousand residents – is one of the highest in the nation. Its violent crime rate (6.49 per 1,000 residents) is 70 percent higher than the Colorado rate (3.81 per 1,000 residents) and 62 percent higher than the national median rate (4.00 per 1,000 residents). Not coincidentally, the geographic distribution of highest crime largely mirrors that of low-income households.

The current state of crime in Pueblo follows:

Current State of Pueblo Crime	#	% of total crime	% change from 2021
Part 1 Persons			
Homicide	28	0.2%	-3.4%
Sexual Assault	178	1.0%	-9.0%
Robbery	358	2.0%	43.0%
Aggravated Assault	925	5.1%	22.0%
Subtotal	1,489	8.3%	20.5%
Part 1 Property			
Burglary	1,294	7.1%	4.0%
Larceny/Theft	3405	19%	-10.0%
Theft from Motor Vehicle	841	4.6%	-37.0%
Motor Vehicle Theft	1,751	10.0%	23.0%
Arson	86	0.5%	-3.4%
Subtotal	7,377	40.3%	-9.1%
Part 1 Total	8,866	48.4%	-2.5%
Other Crimes Against Persons			
Other Assaults	813	4.4%	0.0%
Other Sex Offenses	97	0.5%	-50.3%
Offenses Against Family/Children	1,165	6.3%	-16.1%
Subtotal	2,075	11.2%	-13.4%
Public Order Crimes			
Criminal Mischief	2525	14.0%	23.5%
Prostitution	0	0.0%	-100.0%
Disorderly Conduct	198	1.1%	16.5%
Curfew and Loitering	7	<0.1%	-53.3%
Subtotal	2,730	15.1%	22.0%
Drug/Alcohol Offenses			
Drug/Narcotic Violations	260	1.4%	-25.3%
Liquor Law Violations	10	<0.1%	43.0%
Subtotal	270	1.4%	-24.0%
While Collar Crimes			
Forgery/Counterfeiting	156	1.0%	5.4%
Fraud	735	4.0%	-45.0%
Gambling Offenses	0	0.0%	100.0%
Subtotal	891	5.0%	-65.9%
All Other Crimes			
Stolen Property	10	<0.1%	11.1%
Weapon Law Violations	299	1.6%	-27.3%
All Other Offenses	3,,161	17.3%	-7.1%
Subtotal	3470	18.9%	-9.2%
Part 2 Total	9,136	51.6%	-8.3%
Grand Total	18,302	100.0%	-5.6%

This data set includes completed, attempted, and unfounded incidents. All files utilized in the creation of this report are dynamic. Dynamic files allow additions, deletions and/or modification at any time, resulting in more complete and accurate records in the databases. Due to continuous data entry after reports are filed and compiled, numbers may vary in previous or subsequent reports. This data is based on the National Incident Based Reporting System (NIBRS). Date compiled 02/17/23.

Description of the Issue

Safety is a top priority in the City. In 2022, the City of Pueblo expensed \$111,547,397 to administer its services and programs; 48% of the budget is allocated for public safety (law enforcement and fire safety). Still, additional funds are needed to meet to fully realize departmental needs.

JAG Funding Distribution

Disparate agencies in Pueblo County are submitting a joint application. The Pueblo Police Department (PPD) will receive an aggregate \$111,507. \$21,409 will be distributed to Pueblo County Sheriff's Office (PCSO); \$5,352 to the Pueblo County District Attorney's (PCDA) Office; and the remaining \$84,746 will be retained by PPD.

Timeline

Upon award, PPD will drawdown all grant funds and distribute the applicable amounts, as outlined in the MOU, to the two sub grantee agencies. PPD will continually monitor the sub grantee agencies for compliance with all applicable DOJ policies and procedures.

Progress and challenges

Pueblo Police Department experienced a 3.2% increase in calls for service, and a 12% increase in self-initiated calls for service, where officers are conducting proactive enforcement, often consisting of traffic stops, suspicious persons contacts, Community Oriented Policing (COP) calls, etc. In 2022, officers conducted 29,083 self-initiated calls. Crime increased compared to 2021 with a 13% increase in Part 1 crimes. The largest increases came in the categories of Aggravated Assault (22%), Auto Theft (23%), and Robbery (43%).

While there are a variety of reasons for the increase in crime, PPD continues to focus efforts and resources in a variety of ways to become more proactive in addressing and reducing crime. In April 2022, the Directed Investigations and Community Engagement (DICE) Team was created within the Patrol Division. This unit started with two officers and was directed to focus on low-level crime to include shoplifting, loitering, public decency and other crimes affecting the business community and our citizens quality of life. In November 2022, this unit was increased to include another two officers so that 7-day a week coverage could be implemented. Since its creation, the DICE Team has had a dramatic impact on addressing low-level crime and has received accolades from the community and business owners and has allowed the department to free up patrol officers to handle other higher priority calls and at the same time provided for more proactive patrolling related to these crimes. Since the inception in April of 2022 the DICE Team has made 1,618 citizen contacts, issued 265 citations, recovered eight stolen motor vehicles, made 215 warrant arrests, issued 80 PR bonds, conducted 44 COP calls, recovered \$20,576 in stolen merchandise, handled 52 calls for service, seized 3.38 grams of methamphetamine and 2.18 grams of Fentanyl, issued 146 trespass notices and recovered one stolen handgun.

Traffic safety is an area with significant decrease in productivity. In years past, patrol officers were detailed to help address traffic issues with the Department's Traffic Unit and volunteered to work extra overtime, which is funded through a National Highway Traffic Safety Administration (NHTSA) grant. With the impact to manpower, PPD has not been able to assign patrol officers to work portions of their shift to addressing traffic issues. While traffic accidents in 2022 (3,570) were slightly higher than 2021 (3,566) they remained lower than pre-COVID numbers. For example 2019 saw 3,814 accidents. Pueblo also saw a decrease in the number of fatal traffic accidents (13) to more typical yearly average.

Summary of Projects

Police	Computer replacements	\$50,279	
Police	Enclosed 6'x10' trailer	\$6,000	
Police	Bike patrol equipment (bikes)	\$9,484	
Police	Bullet proof shields for BATTLE members	\$17,838	
Police	Archival storage boxes	\$857	
Police	Electronic circuit training kits	\$286	
Subtotal: Pueblo Police (primary grantee)			\$84,746
Sherriff	e-Bikes for community patrol	\$9,517	
Sherriff	Ballistic Shields	\$11,895	
Subtotal: Sherriff (sub grantee)			\$21,409
District Attorney	Technology, supplies, equipment and upgrades	\$5,352	
Subtotal: District Attorney (sub grantee)			\$5,352
Total JAG Award FY23			\$111,507

No funds will be used for administrative costs (costs associated with administering the award, which can include indirect costs).

Project Design and Implementation

The City and County of Pueblo have been actively involved with the Justice Assistance Grant (JAG) program since 2005 when it was created from the Local Law Enforcement Block Grant (LLEBG) program. We have always been a “disparate jurisdiction” and the three agencies involved have been PPD as the primary grantee and fiscal agent, with the PCS and PCDA as subgrantees. We have established a formula for the distribution of JAG funds that is agreeable to all three agencies and those distributions are outlined in a Memorandum of Understanding (MOU) (attached).

PPD’s strategic planning approach is based on a thorough analysis of crime data. PPD selected the proposed projects to address pressing agency needs. Projects will help with public outreach and officer safety. Aside from statistical analysis, PPD surveys the community’s citizens, daily, through regular interactions on various social media platforms like Facebook (with 44,849 followers), Twitter (with 6,927 followers) and YouTube (with 349 subscribers). Citizen comments and requests related to crime issues that are high priority issues for citizens are heard and measured against the larger scope of needs including coordination with State JAG funds and other restricted funds. For example, PPD coordinates with the PCS to file joint State JAG applications to address both agencies’ common interests and goals. Additionally, PPD hosts a public meeting concerning the proposed use of JAG funds where all stakeholders are present to answer questions and address citizen concern regarding the proposed projects and gather other input.

Upon award, PPD will drawdown all grant funds and distribute the applicable amounts, as outlined in the MOU, to the two sub grantee agencies. PPD will continually monitor the sub grantee agencies for compliance with all applicable DOJ policies and procedures.

Capabilities and Competencies

Describe any additional strategic planning/ coordination efforts in which the units of local government participate with other criminal justice entities within the local jurisdiction.

Additional collaboration examples include PPD's participation with the FBI Safe Streets Task Force where our agency provides two (2) task force officers. Additional task force involvements include four (4) officers assigned to the DEA drug task force, two (2) officers assigned to the ATF regional task force and involvement with the US Marshal Service and Hi-Tech Crimes task forces. PPD and PCS also jointly operate and staff the Pueblo Metro Bomb Squad, a county-wide cooperative operation that also frequently assists smaller agencies outside of Pueblo County.

Performance Measures

OJP will require each successful applicant to submit specific performance data that show the completed work's results.

Performance measures typically statements that quantitatively describe the direct products and services delivered by a program (outputs), as well as the impact of those products and services (outcomes). It is notable that no funding in this request is allocated to staffing – all the requests for material supplies/equipment. The narratives below describe a performance measure, but it is most likely that a receipt of purchase and record of installation will be most appropriate. While the three law enforcement agencies that will receive funding could analyze the proficiency and outcomes of the purchased items, it is reasonable that we can make reasonable assumptions as consumers of goods that equipment, supplies and systems do – at a minimum – what they are supposed to do. All purchases are aligned with goals of the Justice Assistance Grant program.

PPD Projects

Project Title: Desktop Computer Replacements

Benefitting: Pueblo Police Department (primary grantee)

Description: This project includes the purchase of purchase technical equipment for law enforcement and public safety use including desk top computers (towers, monitors, keyboards, etc.). Current computer equipment is beyond its useful life and is no longer under warranty; related operating software is no longer supported. Existing thermal printers are not dependable and consistently malfunction. The City of Pueblo's IT Department will provide technical assistance and training for the installation of the new equipment. The quote used for pricing includes a steep discount for "premier" buyers, totaling \$43,788 – a 44.5% reduction in our favor.

Need: Computer technology and the related operating systems are valuable tools for law enforcement personnel. To maintain current technological requirements, computers and operating systems must be replaced and upgraded. As equipment ages, warranties expire, and operating systems cease to be supported.

Cost:	Description	Units	Cost per Unit	Total
	Computer Towers, OptiPlex Tower Plus	40	\$1,365.30	\$54,612
	Dell 23 Monitors	25	\$148.80	\$3,720
	Complimentary technology grant (secure)			-\$8,053
	Total Project			\$50,279

Objectives: Improve public safety and operational efficiency by purchasing and using new desktop and laptop computers with current operating systems to replace older equipment which is failing, has failed, or has become obsolete. Replacing the technical equipment will minimize downtime and increase officer availability.

Performance 1) Receipt of purchase

Measure: 2) Record of installation

Project Title: Enclosed trailer

Benefitting: Pueblo Police Department (primary grantee)

Description: The PPD Identifications Unit is seeking an enclosed trailer to store and haul specialized crime scene investigation equipment to and from crime scenes. This will improve our ability to efficiently transport equipment and evidence without having to make additional trips. It will allow for a timelier response as we can keep equipment stored in the trailer and not have to load equipment into our trucks prior to departure and reduce the number of trips to and from the station for equipment.

Need: In 2021, the Identifications Unit was equipped with new Ford F150 pickup trucks which replaced the fleet of Ford Utility Style Vans. The trucks are a huge benefit to the unit and a much-needed upgrade, however; they do not have the storage capacity as we did in the past.

The equipment we use varies based on the type of scene we are investigating. Most Detectives only carry essential equipment in their trucks and the specialty equipment is stored in the Identification Unit. Having an enclosed trailer where we can store our oversized and specialty equipment would be beneficial and improve our efficiency and response time. When the equipment is needed, the trailer can be hooked up to the truck and towed to the scene. This will also allow Detectives to haul large pieces of evidence or bulk amounts of evidence from scenes without having to seek alternative transport methods.

The trailer can also serve as a mobile command station where Detectives can gather, plan, prepare equipment/collection samples and escape the elements if needed. The ID trucks are equipped with towing packages which will allow us to haul the trailer without having to outfit the trucks with additional equipment.

Cost:	Description	Units	Cost per Unit	Total
	10ft x 6ft single axel trailer with a walk in, side door and a large rear dropdown door, previously owned	1		\$6,000
	Total Project			\$6,000

Objectives: Obtaining a trailer will allow the Unit to be more time efficient. This means during callouts and investigations occurring outside of normal working hours the department in theory will save money in paying overtime wages if Detectives don't have to spend as much time loading/unloading equipment or making multiple trips to transport equipment/evidence to and from scenes. This will improve overall efficiency and staffing issues as Officers and Detectives won't have to wait as long for a response or have to hold a scene longer as they are waiting for evidence or equipment to be hauled away. Having a trailer will allow all specialty equipment to be stored together making inventorying equipment more efficient.

Performance Measure: 1) Receipt of purchase

2) number of times used as measured by the annual ID Unit report

Project Title: Bike patrol equipment (e-bikes)

Benefitting: Pueblo Police Department (primary grantee)

Description: The Bike Patrol Unit is requesting assistance with equipment that would benefit our police officers assigned to the team. The request is for two new TREK Service Electric, pedal assisted bicycles. These bicycles are specifically designed for serving the public, supporting communities, providing safety/security, and preserving natural resources. The Bike Patrol Unit covers patrol related calls for service, community events and other large pre-planned gatherings such as the annual Colorado State Fair within the City of Pueblo.

Bicycles are an invaluable piece of equipment that allows officers to maneuver in smaller spaces as well as work within larger crowds to provide a safer environment and improve the quality of life for all. Electric assisted bicycles would ultimately enhance officer's ability to respond to various parts of town without exhaustion, better engage and communicate with community members at events, cover other officers in need, respond to other calls for service with a much quicker response time.

Adding these specialty bicycles to the unit would improve and enhance community programs such as community bike safety education, embracing technology, improving law enforcement response to crime in business districts, residential neighborhoods, and the miles and miles of bike trails within our community.

Need: The Pueblo Police Department currently has eight active members on the Bike Patrol Unit. Adding these electric, pedal assisted bicycles would allow officers to respond to emergency calls for service with the confidence of not being overly exhausted on arrival. These bicycles would provide officers better access into areas such as, large community events much better than a vehicle could offer. Adding this newer technology/equipment would energize and engage newer members of our organization to join the Bike Patrol Unit. The unit also provides a healthy alternative to engage in patrol related activities.

Cost:	Description	Units	Cost per Unit	Total
	Trek Service Electric Bicycle 5283882	2	\$4,100	\$8,200
	Gear (bags, light/sirens) and installation	2	\$610	\$1,220
	Reflective stickers	2	\$32	\$64
	Total Project			\$9,484

Objectives: purchase (2) e-Bikes for use by bike patrol officers.

Performance Measure:

- 1) Receipt of purchase
- 2) Number of times used
- 3) Community feedback
- 4) officer feedback

Project Title: Bullet proof shields

Benefitting: Pueblo Police Department (primary grantee)

Description: This project would allow for the purchase of two bullet proof vests for BATTLE officers. BATTLE is an auto theft task force in the city of Pueblo and surrounding counties. As part of the BATTLE groups' tactical operation, they sometimes have to pin stolen vehicles with known felons and unknown occupants inside the stolen vehicles.

Need: Occupants of stolen vehicles are frequently armed and do not want to be taken into custody. Right now, the Pueblo Police BATTLE members operating the pin vehicles do not have any protection against pistol or rifle rounds that the occupants of the stolen vehicle may fire towards the officers in the pin vehicle, other than the engine block. Bullet proof shields would allow the Officers to be protected and allow them to keep eyes on the suspect and suspect vehicle.

Cost:	Description	Units	Cost per Unit	Total
	Vanguard-V 20X30 shields with viewport model, rifle rated shields	2	\$8,919	\$17,839
	Total Project			\$17,838

See attached Project Quote: Bullet proof shields (PD)

Objectives: The objective of the BATTLE task force is to reduce the auto theft crimes in the city of Pueblo and surrounding counties. One part of accomplishing this goal is to arrest and prosecute the offenders in a safe, ethical, and legal manner. At this time the BATTLE group is attempting to meet this goal but due to a lack of ballistic protection in the two pin vehicles that the Pueblo Police department uses the safety factor is not being met one hundred percent. With the addition of ballistic shields this BATTLE group goal would be meet.

Performance 1) Receipt of purchase

Measure: 2) Reduction of injury/loss of life

Project Title: Archival storage boxes

Benefitting: Pueblo Police Department (primary grantee)

Description: Volunteers Assisting Pueblo Police (VAPP) are requesting 130 archival storage boxes (90 large and 40 small) to move the Pueblo Police Department's historical files into proper protective storage.

Need: In support of the Community Services Division (CSD), VAPP maintains records and files related to the Pueblo Police Department's history of over 135 years. The volunteer historian is currently working with files that date back to 1921 (earlier records dating back to the formation of the department in 1886 were destroyed in a flood event on the Arkansas river). Many of the Pueblo Police Department's historical records are stored in simple boxes that do not protect and preserve the documents, and those records are slowly being destroyed by time.

Cost:	Description	Units	Cost per Unit	Total
	12-1/4 x 5 x 10-1/4" storage	90	\$6.75	\$607
	12-1/4 x 2-1/2 x 10-1/4" storage	40	\$6.25	\$250
	Total Project			\$857

Objectives: The history of the Pueblo Police Department is preserved.

Performance 1) Receipt of purchase

Measure: 2) Transfer of documents from inadequate storage to new storage

Project Title: Electronic circuit training kits

Benefitting: Pueblo Police Department (primary grantee)

Description: The Pueblo Metro Bomb Squad is in need of training tools for electronic circuits. Current trends in Improvised Explosive Devices have moved to electronic circuits. One of the missions a public safety bomb squad is tasked with is defeating IED's and rendering them safe in situations where they pose an extreme risk to life or critical infrastructure.

Need: In order for the Pueblo Metro Bomb Squad to remain up to date with current trends and techniques, training aids are needed to help build their skills. These training kits will assist each team member with better understanding basic and some advanced circuitry. The training kits can also be utilized in training scenarios which help identify components of suspected IED's.

Cost:	Description	Units	Cost per Unit	Total
	Keywishbot Upgraded Basic Electronics Component Starter Kit w/Power Supply Module, Breadboard, Jumper Wires, Led, Resistors, Capacitor,830 tie-Points Breadboard for Arduino UNO R3, Mega2560 Mega328 Nano	9	\$19	\$171
	BOJACK NE555 Timer IC NE555P Pulse Generator DIP-8 (Pack of 50 pcs)	2	\$6.50	\$13
	EEEE 10 Values 70 Pcs Logic Level PMOS NMOS Kit MOSFET Transistor Assortment Kit N Channel P Channel MOSFET Driver IRFZ44N IRF530N IRF540N IRF640N IRF740 IRF840 RFP30N06LE 2N7000 IRF3205 IRF9540	1	\$18	\$18
	2200 pcs Electronic Component Assortment Kit, Capacitors, Resistors, Transistors, Inductors, Diodes, Potentiometer, IC, LED and PCB	1	\$70	\$70
	BOJACK 14 Vaules 840 pcs 2-125mm Solderless Flexible Breadboard Connecting Line Cables Breadboard Jumper Wires kit@	1	\$14	\$14
	Total Project			\$286

Objectives: Improve and advance each team member's knowledge and understanding of electronic circuits. Having access to training aids that offer basic to advances circuitry projects allows team members to better identify potential threats during an operation involving a potential IED. These components will also allow the team to build training devices that are more realistic for hands on training and evaluation.

Performance 1) Receipt of purchase

Measure: 2) officer feedback/testing

PSO Projects

Project Title: Bike Patrol Equipment (e-Bikes)

Benefitting: Pueblo County Sherriff (sub grantee)

Description: Electric bicycles are great work tools for law enforcement applications. More law enforcement agencies are realizing the advantages of light electric bikes for patrolling events and community celebrations. When patrolling a community event, its important that deputies are highly visible and can cover a large area in a timely manner. E-bikes are a significant advantage compared to typical marked cruisers. Electric bikes are proving to be a popular choice for deputies on the move.

Need: Electric bikes are more quickly deployable than patrol cruisers, allowing deputies to respond to call more quickly in a targeted area, and are more maneuverable. Compared to pedal bikes, deputies using electric bikes can cover more ground in the same time, respond quicker to calls, and arrive at a scene less winded, making it easier to perform their duties, once they arrive on a scene or making a personnel contact. Electric bikes also allow officers to be more visible in the community, covering more ground in less time with the assistance of an electric motor.

Cost:

Description	Units	Cost per Unit	Total
Himiway Cobra 750 Watt E-Bikes	3	\$2,399	\$7,197
Build and inspection	3	\$50	\$150
Spare batteries	3	\$690	\$2,070
Total Project			\$9,517

See attached Project Quote: Bike Patrol Equipment (e-Bikes) (SO)

Objectives: To better serve our community during high profile events where standard patrol cruisers are not efficient to be amongst the crowds of people. Examples include Colorado State Fair; Chile fest; Bands in the Backyard; 4th of July Water Parade; Colorado State Fair; parades (Kids Day, Veterans Day, Fiesta Day, Parade of Lights). Use of e-Bikes over all-manual bikes will produce:

- Faster response times
- Reduced fatigue
- Expanded patrol range
- Increased carrying capacity
- Enhanced community engagement and customer service

Performance Measure:

- 1) Receipt of purchase
- 2) Number of times used
- 3) Recorded response time
- 4) Community feedback
- 4) officer feedback

Project Title: Ballistic Shields

Benefitting: Pueblo County Sherriff (sub grantee)

Description: Safety Equipment for Patrol, SWAT, Narcotics, Civil Fugitive, and Detectives to have access to for their safety. The Ballistic Shields are rifle rated and light weight. They can easily be thrown in a vehicle and transported to the area they are needed. Old rifle rated shields are large, very heavy and cumbersome. The old rifle rated shields also cannot be easily transported to a place of need. The new technology provides the deputy with a lightweight rifle rated shield that can be used easily for felony traffic stops, searches, initial contact in high-risk areas and entries. The new light weight shields would be easily accessible for the deputies to add additional safety.

Need: The Pueblo County Sheriff's Office needs additional safety equipment for the Law Enforcement division. In 2021, two deputies were shot while trying to make contact at a home. Having rifle rated shields easily accessible for the responding officers as well as detectives, civil fugitive and narcotics detectives for use when conducting any high-risk job function is an additional safety measure. The new shields fit in a vehicle and are easily transported to where they are needed.

Cost:	Description	Units	Cost per Unit	Total
	SH3OASVSV1H2L0 VANGUARD 20X30 W/VIEWPORT, NO LIGHT	2	\$8,000	\$16,000
	From Pueblo County Sherriff's general fund			-4,105
	Total Project			\$11,895

See attached Project Quote: Ballistic Shields (SO)

Objectives: Increase officer safety by providing additional safety equipment for high risk calls for service.

Performance Measure: 1) Receipt of purchase
2) reduction in injuries/loss of life
3) officer feedback

DA Projects

Project Title: Technical Assistance

Benefitting: Pueblo County District Attorney's Office (sub grantee), 10th Judicial District

Description: Training, information systems for criminal justice and equipment upgrades to replace or enhance those items currently in place. Purchases may include purchase the technology, supplies, equipment and system upgrades, including the potential purchase of computers, monitors, color printers, and fax machines.

Need: The project will support:

- The law enforcement and court programs that support the investigative collaboration with the Sheriff's Office, Police Department and Colorado District Attorney's Council.
- The dissemination of information for case prosecution and court programs.
- The enhancement of special programs and initiatives.

Cost:

Description	Units	Cost per Unit	Total
Technical Assistance			\$5,352
Total Project			\$5,352

Objectives: To support the prosecution and investigative activities with local and statewide law enforcement entities.

Performance Measure: 1) Receipts of purchase.

**MEMORANDUM OF UNDERSTANDING
CONCERNING RECEIPT AND DISBURSEMENT OF
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
FUNDS FOR FY 2023
(GRANT OPPORTUNITY#_O-BJA-2023-171790)**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 17th day of July, 2023, by and between the City of Pueblo, a Municipal Corporation (hereafter referred to as the “City”) and Pueblo County, Colorado (hereafter referred to as the “County”).

WITNESSETH:

WHEREAS, the parties recognize that for FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) funding, administered by the U.S. Office of Justice Programs, Pueblo County has been certified as a disparate jurisdiction by the Colorado State Attorney General’s Office; and

WHEREAS, Federal Edward Byrne Memorial Justice Assistance Grant funding requires that a certified disparate county and the city or cities within the county are to divide available funds to their mutual satisfaction, and that if the parties are unable to reach a mutual agreement, no jurisdiction is eligible to receive funds; and

WHEREAS, the parties reached an agreement over the receipt of \$111,507.00 in JAG funds and the disbursement of those funds and wish to set such agreement as follows.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in accordance with Federal law, the parties agree as follows:

1. The \$111,507.00 JAG Grant Funds will be allocated as follows: The City will receive \$84,746.00 and will use these resources to fund one or more projects/programs that are outlined in the Program Narrative attachment of the application. The County will receive \$26,762.00 of which the Pueblo County Sheriff’s Department will receive \$21,409.00 to fund one or more different projects/programs that are outlined in the Program Narrative attachment of the application. The Pueblo County District Attorney will receive \$5,352.00 of the County’s allocation to fund one or more different projects/programs that are outlined in the Program Narrative attachment of the application. The City will serve as the applicant/fiscal agent.

2. The City, County, Pueblo County Sheriff’s Department and Pueblo County District Attorney shall each meet and comply with the assurances, certifications, general and special conditions set forth in the FY 2023 JAG Grant Funds Award which are incorporated herein as if set out herein in full and shall expend their respective funds solely for their approved projects.

Concerning Receipt and Disbursement of
Edward Byrne Memorial Justice Assistance Grant Funds for FY 2023

Page – 2

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding the day and year first written above.

ATTEST:

PUEBLO COUNTY, COLORADO

By _____
Clerk to the Board

By _____
Chairman, Board of County Commissioners

ATTEST:

CITY OF PUEBLO, A Municipal Corporation

By _____
City Clerk

By _____
Mayor

ATTEST:

PUEBLO COUNTY SHERIFF

By _____

By _____
David Lucero, Sheriff

ATTEST:

CITY OF PUEBLO POLICE DEPARTMENT

By _____

By _____
Chris Noeller, Chief of Police

ATTEST:

10TH JUDICIAL DISTRICT ATTORNEY

By _____

By _____
Jeff Chostner, District Attorney

Attachment: Project Quotes

Project Quote: Desktop Computer Replacements (PD)

eQuote Name	Optiplex Plus - I7 basic
Saved By	lpinz@pueblo.us
eQuote Description	
Authorized Buyer	
Notes/Comments	
Account Name	City of Pueblo NASPO ValuePoint 2016-0000-0000-0000-0105/NASPO/WN05AGW
Contract Code	C000000013246
Contract Name	Dell NASPO Computer Equipment PA - State of CO
Customer Agreement #	2016-0000-0000-0105

Description	Quantity	Unit Price	Subtotal
OptiPlex Tower Plus - Build Your Own	40	\$1,365.30	\$54,612.00
Dell 23 Monitor - P2319H	25	\$148.79	\$3,719.75

Project Quote: Bullet proof shields (PD)

VANGUARD



V

- 20" x 30" - 14.4 lbs with viewport
- 20" x 30" - 14.9 lbs with viewport & light



VL (Large)

- 21" x 36" - 17.4 lbs with viewport
- 21" x 36" - 18.2 lbs with viewport & light



VR (Rectangle)

- 21" x 36" - 19.4 lbs with viewport
- 21" x 36" - 21.1 lbs with viewport & light

FEATURES

- Lightweight (20" x 30" with viewport) weighs only 14.4 lbs
- 3" x 9" Reinforced Viewport
- Weapon Mount System (WMS)
- Shooting platform for accurate handgun and long-gun deployment
- Solid handle system
- Thick high density foam pad
- Unique Hook and Loop forearm strap attachment system
- Reinforced Bolt System for added protection

THICKNESS = 0.4"

BALLISTIC PERFORMANCE

Special Threats Rounds Tested

- 7.62 x 39mm, 123-grain PS Ball/MSC
- 7.62 x 51mm, 149-grain M80
- 5.56 x 45mm, 55-grain M193 Ball

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Project Quote: Bike Patrol Equipment (e-Bikes) (SO)



E-Bike Sales & Rental

Quote #32

7 Jul 2023 10:20am | Main Outlet

Served by: Gregory Cobble

Register: Main Register

3	Cobra King Cobra (Grey)	@ \$2,399.00	\$7,197.00
3	Initial Build & Inspection (Includes Additional Free Inspection) Disc: 50% / \$50.00 off	@ \$50.00	\$150.00 \$300.00
3	Cobra Battery	@ \$689.99	\$2,069.97
Subtotal			\$9,416.97
Total Tax (Sales Tax, 9.03%)			\$186.92
TOTAL 9 items			\$9,603.89
TOTAL SAVINGS			\$150.00
TO PAY			\$9,603.89

NOTE: Tax has been removed from this price quote for the purpose of budgeting.

Project Quote: Ballistic Shields (SO)



1687 W Acomita Dr
Pueblo West, CO 81007

Estimate

Date	Estimate #
7/7/2023	WKE23-212
Rep	
John Schaerfl	
E-mail	
john@warriorkit.com	

Name / Address
Pueblo County Sheriff 909 Court St. Pueblo, CO 81003 Attn: Shelley Bryant

Project

Description	Qty	Rate	Total
SH3OASVSV1H2L0 VANGUARD 20X30 W/VIEWPORT, NO LIGHT MSRP: \$14,719.00 NASPO: \$8,242,64 Shipping Included Pricing below current (2023) NASPO Master Agreement Number: 164719	2	8,000.00	16,000.00
Thank you for allowing Warrior Kit the opportunity to provide you with protective equipment. We appreciate it very much!		Total	\$16,000.00

Phone #	Web Site
(505) 690-7082	www.warriorkit.com

Customer Signature: _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING AN AMENDMENT TO THE RENTAL AGREEMENT FOR THE USE OF AN OFFICE SPACE AND THE FIRE FIGHTING RELOAD BASE AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE PREVENTION AND CONTROL, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME.

SUMMARY:

The State of Colorado Department of Public Safety, Division of Fire Prevention and Control, ("State") is desirous of extending their lease existing office space of approximately 1,400 square feet and the Fire Fighting Reload Base, also known as the tanker base reload pit, ("Base") at the Pueblo Memorial Airport and adding additional via an Amendment at 524 Cherokee Lane, Pueblo, CO 81001 (the "Building"), comprised of Eight Hundred and Ninety-Three (893) rentable square feet, as well as relating to the leasing portion of the building located at 31501 Bryan Circle, Suite 110, Pueblo, Colorado 81001, (the "Building"), comprised of three hundred and fourteen (314) rentable square feet, exclusive use parking apron for aircraft at 31851 Walt Bassett Ave, Pueblo, Colorado 81001, (the Apron), consisting of twenty-one thousand (21,000) sq. ft.

PREVIOUS COUNCIL ACTION:

City Council approved the Lease Agreement through Ordinance 10243 on August 8, 2022.

BACKGROUND:

The City owns 31501 Bryan Circle (Hangar), 524 Cherokee Lane ("Building") and 31851 Bryan Circle (Base/Apron). The hangar office space has been occupied by the

Colorado Division of Fire Prevention and Control since August 1, 2023. The Base is used to reload airplanes with fire retardant during the fire season. The Base became the property of the City on March 14, 2022.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If City Council does not approve this Ordinance, the additional space will not be added to the leasehold.

RECOMMENDATION:

The Department of Aviation recommends the approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE APPROVING AN AMENDMENT TO THE RENTAL AGREEMENT FOR THE USE OF AN OFFICE SPACE AND THE FIRE FIGHTING RELOAD BASE AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE PREVENTION AND CONTROL, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME.

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

SECTION 1.

The Standard Lease Amendment [Improved Real Property] ("Lease"), by and between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado Department of Public Safety, Division of Fire Prevention and Control, to lease office space at 31501 Bryan Circle, Suite 110, 524 Cherokee Lane, and parking apron at 31851 Bryan Circle at Pueblo Memorial Airport, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Lease in the name and on behalf of the City of Pueblo, where the Mayor may execute the Lease by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 10, 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 A BARGAIN AND SALE DEED FROM PUEBLO HISTORICAL AIRCRAFT SOCIETY, A COLORADO NONPROFIT, FOR A HANGAR LOCATED AT 508 SKYWAY STREET AT THE PUEBLO MEMORIAL AIRPORT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME.

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to accept ownership of the annex hangar building (the "Annex") located at 508 Skyway Street, adjacent to the Museum premises. The Annex is to be used for the restoration of aircraft and other equipment by the Pueblo Historical Aircraft Society ("PHAS"), a Colorado nonprofit corporation through an Amendment of the Management Agreement for the Pueblo Weisbrod Aircraft Museum.

PREVIOUS COUNCIL ACTION:

In 2017, Council approved an Agreement to Manage the Pueblo Weisbrod Aircraft Museum.

BACKGROUND:

In 2021, Pueblo Historical Aircraft Society proposed building an annex building at the Pueblo Memorial Airport for the express purpose of restoring aircraft for display at the museum. The Annex construction would be entirely funded by PHAS.

On July 14, 2021, the Pueblo Planning and Zoning Commission reviewed and approved the building. The building was constructed and completed.

FINANCIAL IMPLICATIONS:

Approval of this Ordinance would clarify that the Annex belongs to the City, and that it may be used by The Pueblo Historical Aircraft Society. Total invoiced cost of the

project was \$1,175,976.45, paid by the Society.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the City will obtain ownership of the Annex hangar through legal action and by operation of law.

RECOMMENDATION:

The Department of Aviation recommends approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE ACCEPTING A BARGAIN AND SALE DEED FROM PUEBLO HISTORICAL AIRCRAFT SOCIETY, A COLORADO NONPROFIT, FOR A HANGAR LOCATED AT 508 SKYWAY STREET AT THE PUEBLO MEMORIAL AIRPORT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME.

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

SECTION 1.

The Pueblo Historical Aircraft Society built a hangar at 508 Skyway Street and would like to convey deeded ownership of the building to the City of Pueblo, a Colorado Municipal Corporation, and the acceptance of the structure is hereby approved.

SECTION 2.

The Mayor is authorized to execute and accept ownership in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and to attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Amendment which are necessary or desirable to conduct 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



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 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 APPROXIMATELY 70.89-ACRES LOCATED IN THE WESTERN PORTION OF THE VENTANA MASTER PLAN, 2002, AND WITHIN THE PROPOSED VENTANA ESTATES OVERALL DEVELOPMENT PLAN FROM A-4, AGRICULTURAL FOUR ZONE DISTRICT TO R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 70.89-acres of land, located in the western portion of the Ventana Master Plan, 2002, and within the proposed Ventana Estates Overall Development Plan from A-4, Agricultural Four to R-2, Single Family Residential.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The area proposed to be rezoned was annexed into the City in 2002. Following annexation, the area west of the arroyo that bisects the property was zoned A-4, Agricultural Four, and the eastern portion was zoned A-1, Agricultural One. In 2003, the eastern portion of the annexation site was rezoned to R-1, Single Family Residential, R- 2, Single Family Residential, and B-2, Subregional Business District and subdivided into 117 single-family residential lots. In 2008, the southern portion of the eastern Ventana development adjacent to SH78 (Northern Avenue) was rezoned to R-2U and resubdivided to facilitate development of single-family attached homes. The applicant is requesting to amend the western portion of the 2002 Ventana Master Plan and rezone the area west of the arroyo to R-2, Single Family Residential to facilitate single-family and townhome development within a more traditional grid subdivision that includes five cul-de-sacs as opposed to the previous curvilinear streets and roundabouts. The applicant is proposing to construct 165 single-family homes, 95 townhomes and 15.168 acres of parks/open space. Total residential units will be 260, which is a proposed

gross residential density is 3.5 units per acre. The 2002 Ventana Master Plan contemplated approximately 285 dwelling units within the western portion of the development. The proposed Ventana Development has approximately 25 fewer dwelling units than the original planned development, therefore the overall residential density in the area west of the arroyo and the traffic impacts should not be greater than what was originally planned and approved in 2002.

In both the 2002 and the proposed Ventana Master Plan, all residential traffic from the western portion of the Ventana development is intended to be routed through the existing Ventana Development (Ventana Subdivision, Filing No. 1). Traffic traveling to the northeast would use Siena Drive and link to Bandera Boulevard. Traffic heading southwest will utilize the Ventana Way and State Hwy 78 Intersection. The access from Ventana Way onto State Hwy 78 intersection is managed by the Colorado Department of Transportation as a three-quarter movement intersection which does not allow left turn movements from Ventana Way onto eastbound State Hwy 78.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their September 13, 2023 Regular Meeting, voted 5-1 to recommend approval, Commissioner Aznar absent.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-23-03 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE APPROXIMATELY 70.89-ACRES LOCATED IN THE WESTERN PORTION OF THE VENTANA MASTER PLAN, 2002, AND WITHIN THE PROPOSED VENTANA ESTATES OVERALL DEVELOPMENT PLAN FROM A-4, AGRICULTURAL FOUR ZONE DISTRICT TO R-2, SINGLE FAMILY RESIDENTIAL 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 A-4, Agricultural Four Zone District to R-2, Single Family Residential Zone District:

A parcel of land located in the Northeast one-quarter of Section 17, Township 21 South, Range 65 West of the 6th Principal Meridian, in the County of Pueblo and State of Colorado, and being more particularly described as follows:

Considering the East line of the Northeast one-quarter of Section 17 to bear N. 00°04'53" W., and all bearings contained herein being relative thereto.

Beginning at the north quarter corner of said Section 17; thence S 89°39'25" E a distance of 1,374.94 feet; along the north line of said Section 17; To a point on a line being the 25-foot offset west of the western Zone A boundary for the Goodnight Arroyo as delineated on the FEMA NFIP Flood Insurance Rate Map (version 2.3.3.2; map 08101C0706D; August 15, 2019); Thence along said western offset boundary the following Twenty-nine (29) courses;

1. thence S 00°57'22" E a distance of 44.68 feet;
2. thence S 26°55'39" W a distance of 49.76 feet;
3. thence S 60°32'42" W a distance of 61.63 feet;
4. thence S 10°52'40" E a distance of 91.35 feet;
5. thence S 12°33'05" W a distance of 197.66 feet;
6. thence S 16°14'53" W a distance of 44.52 feet;
7. thence S 03°30'24" W a distance of 93.48 feet;
8. thence S 56°32'32" W a distance of 41.31 feet;
9. thence S 00°42'21" E a distance of 39.57 feet;
10. thence S 41°08'54" W a distance of 40.83 feet;
11. thence S 01°18'40" W a distance of 115.00 feet;
12. thence S 33°21'35" E a distance of 34.90 feet;
13. thence S 17°30'16" W a distance of 102.66 feet;
14. thence S 20°16'05" W a distance of 105.02 feet;
15. thence S 10°02'22" W a distance of 198.42 feet;
16. thence S 27°06'19" W a distance of 42.94 feet;
17. thence S 11°29'24" W a distance of 90.10 feet;
18. thence S 14°49'09" E a distance of 89.32 feet;
19. thence S 25°33'18" E a distance of 44.25 feet;
20. thence S 19°11'51" W a distance of 104.40 feet;
21. thence S 12°24'22" E a distance of 262.38 feet;
22. thence S 16°18'47" W a distance of 129.01 feet;
23. thence S 06°54'00" E a distance of 143.23 feet;
24. thence S 36°53'35" E a distance of 96.65 feet;

25. thence S 08°07'02" W a distance of 123.56 feet;
26. thence S 41°17'27" W a distance of 109.08 feet;
27. thence S 20°28'46" W a distance of 97.15 feet;
28. thence S 10°01'14" W a distance of 109.49 feet;
29. thence S 01°12'50" W a distance of 158.52 feet to a point on the south line of the Northeast quarter of said Section 17;

thence N 89°34'45" W a distance of 1,020.70 feet along said south line to the Center Corner of said Section 17; thence N 00°10'47" W a distance of 2,680.31 feet along the west line of the Northeast quarter of said Section 17 to the point of beginning.
Said parcel contains 70.897 acres more or less.

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 September 25, 2023.

Final adoption of Ordinance by City Council on October 10, 2023.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

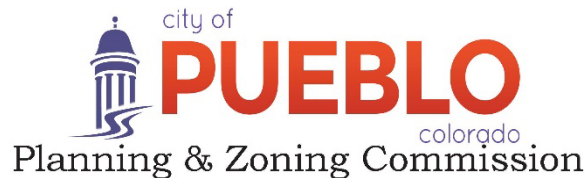
ATTEST

City Clerk

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, September 13, 2023 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Sarah Martinez, Lisa Bailey, Christopher Pasternak.

Commissioners Absent: Alexandra Aznar

Staff Members Present: Paul Willumstad, Attorney; David Wyatt, Assistant City Attorney, Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner; Mikaylin Hackley, Planner, Joe Martellaro, Associate Engineer, Charles Roy, Deputy Director of Public Works, Alex Romero, Finance Director, Laura Solano, Chief of Staff, and George Hypolite, City Attorney.

Staff Members Absent: None

APPROVAL OF THE AGENDA: Bailey moved to continue Z-23-06 to the October 11, 2023, meeting and approve the September 13, 2023, agenda as amended, seconded by, Avalos.

Motion Passed: 6-0

Regular Agenda:

3. Z-23-03 *Continued from August 9, 2023*, Ventana Filing 2 Rezoning: Approximately 74.21 acres, generally located west of Ventana, Filing No. 1 Subdivision and north of State Highway 78, to be rezoned from City of Pueblo A-4 to R-2, Single-Family Residential. Staff report by Beritt Ododm, Principal Planner.

Public Hearing: Applicant, Nathan Bell remained sworn in and spoke in favor of the application. Speaking in opposition and remained sworn in were Ryan McCafferty, Jan Coffee, Tony Roberts, Dedra McDade Celeste Oreskovich, Larry L. Hagler, Dave Torline. Exhibit #1 was provided by Jan Coffee.

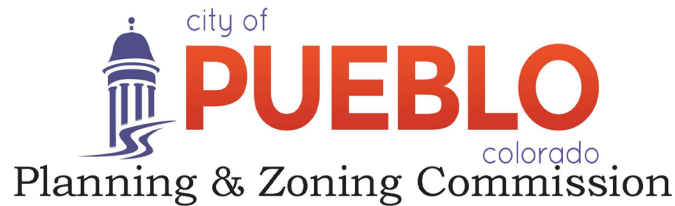
Commission Action: Bailey moved to recommend the application with one (1) staff condition, seconded by Spinuzzi.

Motion Passed 5-1

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-23-03

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

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

DATE: September 13, 2023

SUBJECT: Rezone from A-4, Agricultural Four to R-2, Single-Family Residential.

APPLICANT: Ramesh Kalwala, Vestoge, Pueblo CO LLC

PROPERTY OWNER: Ramesh Kalwala, Vestoge, Pueblo CO LLC

LOCATION: 74.21 acres, generally located west of Ventana, Subdivision, Filing No. 1 and north of State Highway 78

CONCURRENT REQUESTS: ODP-23-01 Ventana Estates Overall Development Plan

REQUEST:

The applicant is requesting to rezone 70.89-acres of land, located in the western portion of the Ventana Master Plan, 2002, and within the proposed Ventana Estates Overall Development Plan from A-4, Agricultural Four to R-2, Single Family Residential.

BACKGROUND AND ANALYSIS:

The area proposed to be rezoned was annexed into the City in 2002. Following annexation, the area west of the arroyo that bisects the property was zoned A-4, Agricultural Four, and the eastern portion was zoned A-1, Agricultural One. The eastern portion of the annexation site was rezoned to R-1, Single Family Residential, R-2, Single Family Residential, and B-2, Subregional Business District in 2003 and subdivided into single-family residential lots. In 2008, the southern portion of the eastern Ventana development was rezoned to R-2U and re-subdivided to facilitate development of single-family attached homes.

The applicant is requesting to amend the western portion of the 2002 Ventana Master Plan and rezone the area west of the arroyo to R-2, Single Family Residential to facilitate single-family and townhome development within a more traditional grid subdivision that includes five cul-de-sacs as opposed to the previous curvilinear streets and roundabouts. The applicant is proposing to construct 165 single-family homes, 95 townhomes and 15.168 acres of parks/open space. Total residential units will be 260, which is a proposed gross residential density is 3.5 units per acre.

The 2002 Ventana Master Plan contemplated approximately 285 dwelling units within the western portion of the development. In both the 2002 and the proposed Ventana Master Plan, all residential traffic from the western portion of the Ventana development is intended to be routed through the existing Ventana Development (Ventana

Subdivision, Filing No. 1). Traffic traveling to the northeast would use Siena Drive and link to Bandera Boulevard. Traffic heading southwest will utilize the Ventana Circle and State Hwy 78 Intersection. The proposed Ventana Development has approximately 25 fewer dwelling units than the original planned development, therefore traffic impacts should not be greater than what was originally planned and approved in 2002.

LAND USE AND PLANNING COMMENTS
CHARACTER AND COMPATIBILITY

Site Character: The area proposed to be rezoned is vacant undeveloped land consisting of native prairie grasses, located west of Ventana Subdivision, Filing No. 1 and north of State Highway 78.

R-2 District Regulations:

Lot Area
Single-Family: 5,000 sq. ft.

Minimum
Lot Width: 50-feet

Max Building
Height: 35-ft.

Neighborhood Compatibility:

North Pueblo County A-4, Unimproved land.

East R-1 and R-2U, Single family residences and single family attached residences.

South Pueblo County A-4, Residence and salvage items

West Pueblo County A-4, Unimproved land

Comprehensive Plan: The rezoning area is designated as Suburban Residential by the “Pueblo Regional Comprehensive Plan, 2022.” According to the Comprehensive Plan, Suburban Neighborhoods are predominantly single-family detached and attached homes on similarly sized lots, and future development accommodates a similar mix of lot sizes and housing types. The plan states that new neighborhoods should be designed with a mix of housing types, and pedestrian and bicycle connectivity should be provided within and between neighborhoods (Policy – 1.1.2.). Supporting land uses can include accessory dwelling units, single-family attached homes, duplexes, and townhouses. The recommended density for Suburban Neighborhoods is two to five units per acre.

The proposed townhome and single-family residential development provides a mixture of housing types as promoted by the Comprehensive Plan. The proposed

net density is approximately 3.5 units per acre, which is within the prescribed density range of the Suburban Residential land use category, which is two to five units per acre and is therefore compliant with the 2022 Pueblo Regional Comprehensive Plan.

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

- ☐ Comments The rezoning and future development of single-family homes and townhomes furthers the Regional Comprehensive Plan Goal of providing attainable housing. According to the plan, rising housing costs and a constrained housing supply have made it increasingly difficult for many people to find housing that meets their needs at a price they can afford.

2) Show that the area has changed significantly since the adoption of the comprehensive land use plan

- ☐ Comments Not Applicable

3) Show that there was a mistake or error made in the original zoning of the property.

- ☐ Comments 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

- ☐ Comments 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.

- ☐ Comments 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.

- ☐ Comments The application contains the required information

A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested:

- Comments The rezoning area appears to have been zoned A-4 following annexation as an interim zone district prior to development. It is appropriate to rezone to a low-density residential zone district as prescribed by the Pueblo Regional Comprehensive Plan, 2022 and the proposed Ventana Estates Overall Development Plan.

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

- Comments The rezoning site is currently undeveloped natural lands. The proposed rezoning will facilitate development of single-family residences and townhomes. Because the site is currently undeveloped, traffic volumes will increase; however, the proposed residential development will have approximately 25 fewer residential dwelling units than the previously approved 2002 Ventana Master Plan. Therefore, traffic will not be any greater than originally proposed and approved.

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

- Comments The proposed Ventana Estates Overall Development Plan includes tentative lot layouts, a Parks and Open Space Plan, and Street Network Plan.

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

- Comments The application does not include an estimated time schedule for beginning and completion of the development.

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

- Comments The application does not include a statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which the zoning amendment is requested.

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 with the following condition:

1. **Provide a legal description, for the area to be rezoned, in a Word Document format prior to City Council review.**

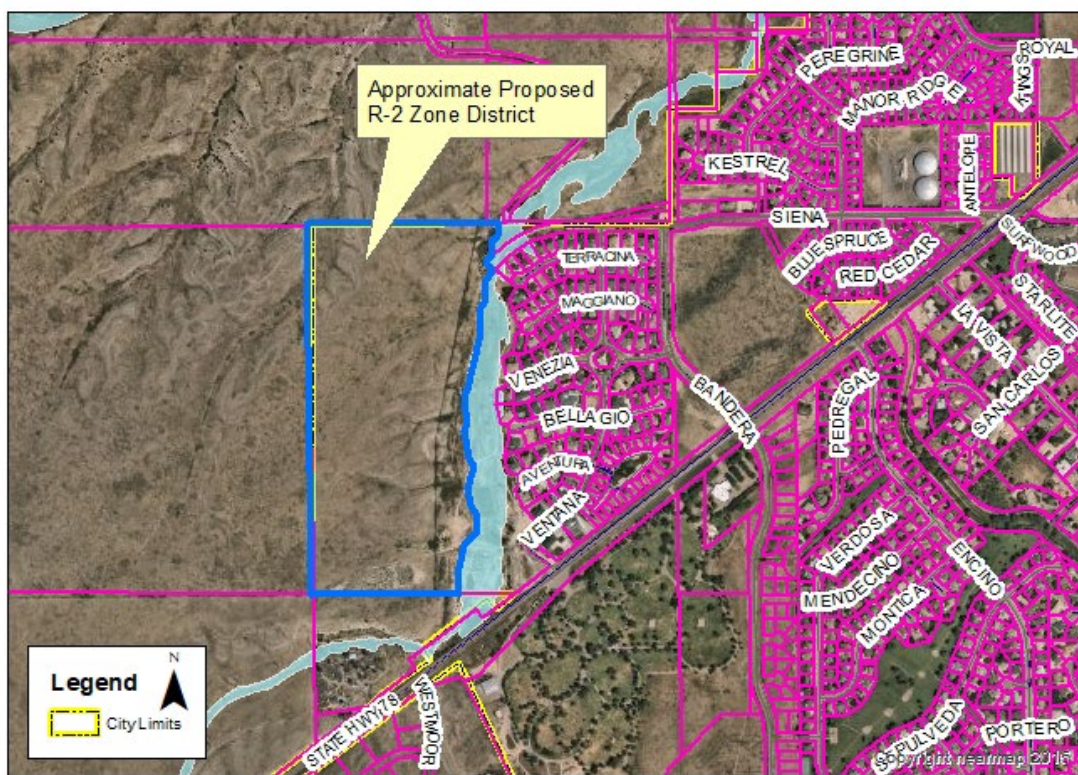
REFERRAL AGENCIES AND COMMENTS:

- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment

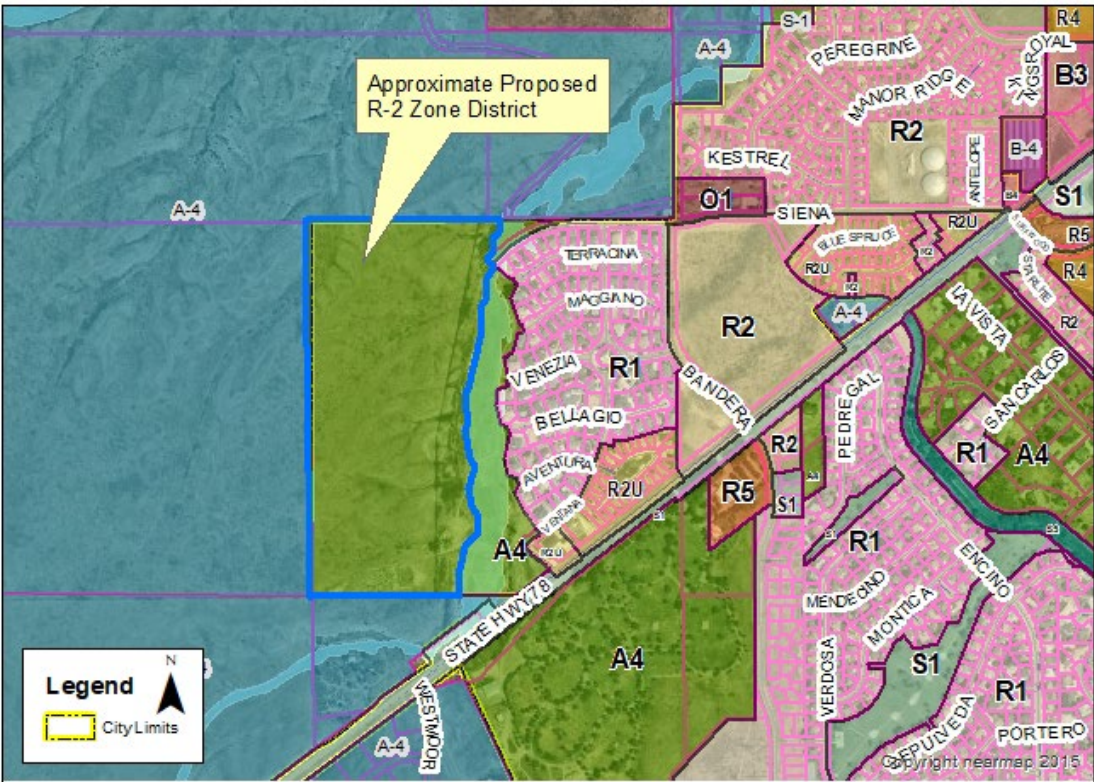
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

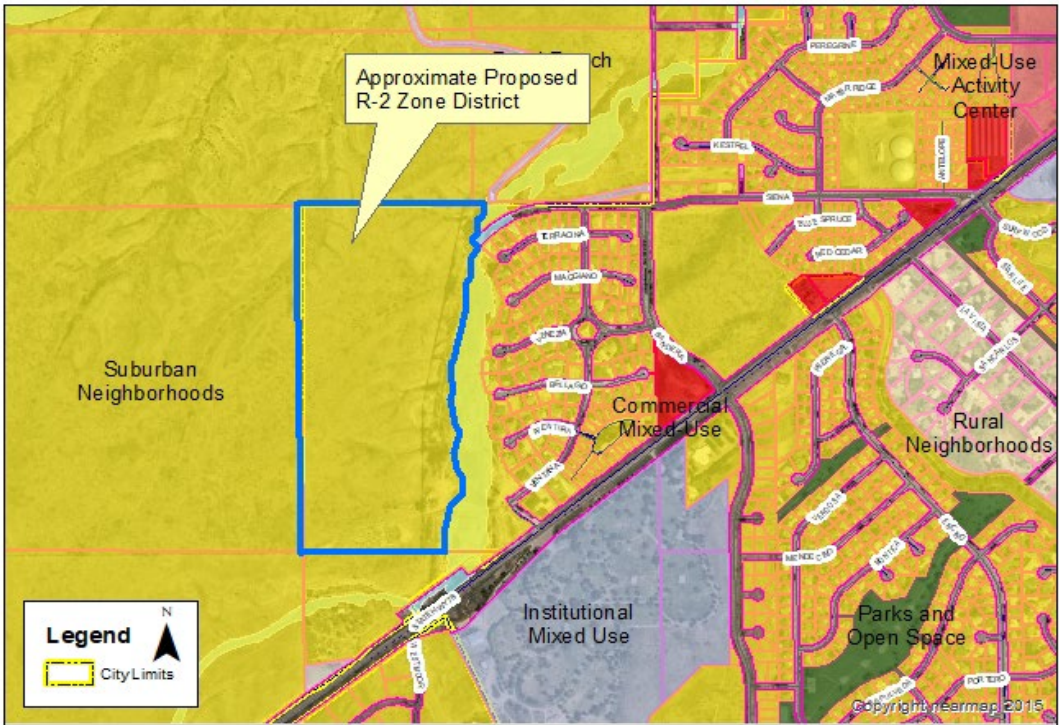
- A. **Aerial Photograph**
- B. **Zoning Map**
- C. **Comprehensive Plan Map**
- D. **Site Photographs**
- E. **Zoning Exhibit**



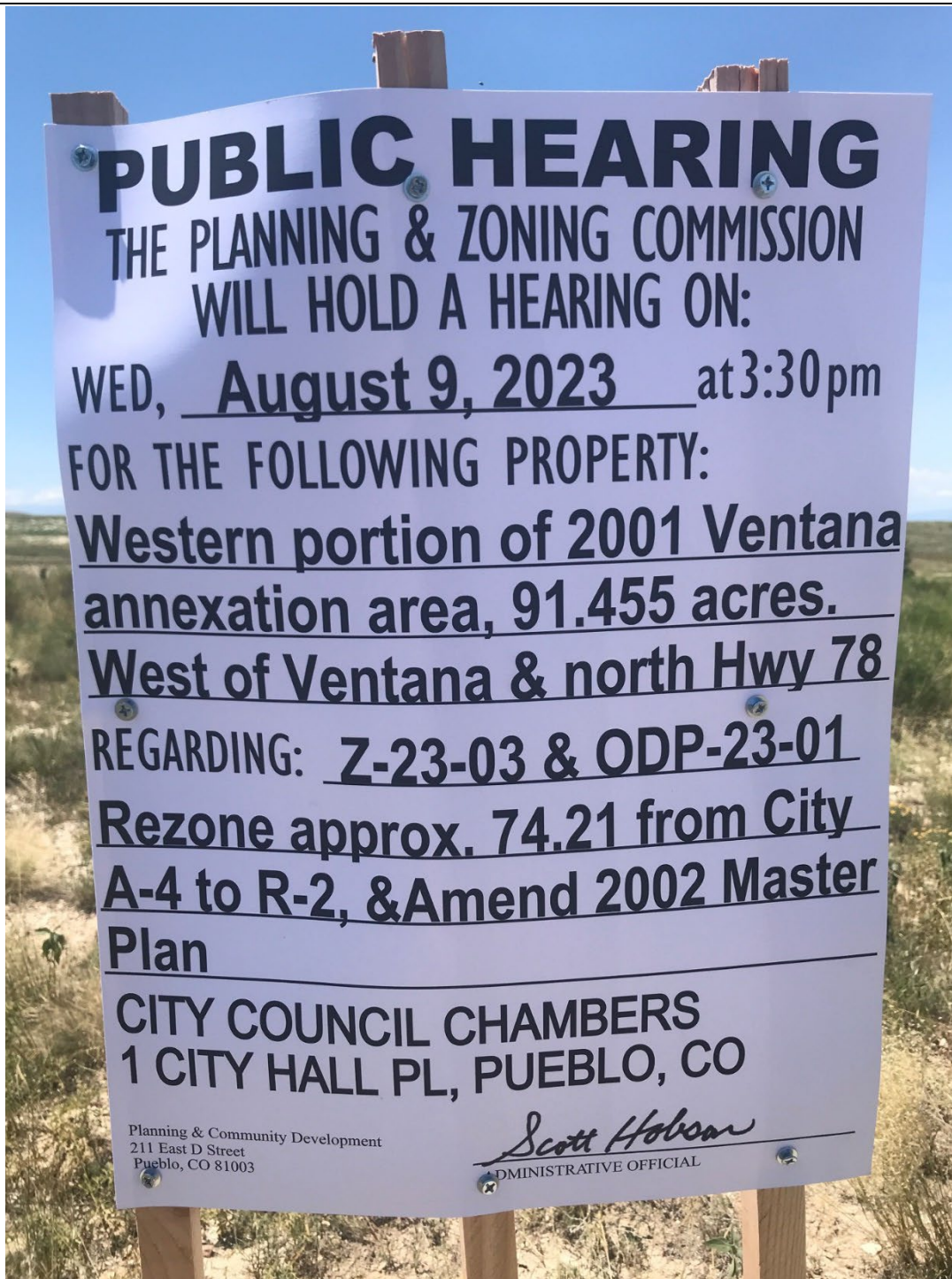
A. Aerial Photograph



B. Zoning



C. Comprehensive Plan



D. Public Notice



D. Rezoning site looking northwest from the corner of Northern Ave. and Ventana Cir.



D. Rezoning Site looking west from Aventura Way

RE-ZONING EXHIBIT

A PARCEL OF LAND LOCATED
IN THE NORTHEAST ONE-QUARTER OF SECTION 17,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE
6"th PRINCIPAL MERIDIAN, IN THE COUNTY OF PUEBLO, CO 81005.

CO. STATE GRID NORTH



LEGEND:

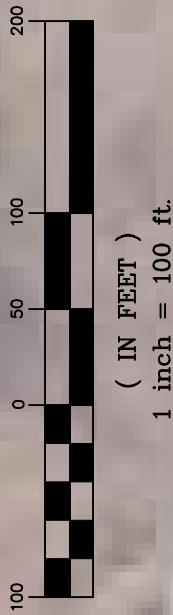
Description	Area (Acres)	Remarks
AREA TO BE RE-ZONE	70.897	FROM A-4 TO R-2
FLOODPLAIN, SW MGMT, OPEN SPACE, PARKS/TRAILS	20.558	Will be deeded to the city at the time of Subdivision
TOTAL AREA	91.455	

FEMA MAPPING
FLOODWAY LINES
25' EROSION BUFFER
ZONE

FEMA MAPPING
FLOODWAY LINES
25' EROSION BUFFER
ZONE

AREA TO BE REZONED
FROM A-4 TO R-2(70.897 Ac)

GRAPHIC SCALE



RE-ZONING EXHIBIT

THE VENTANA ESTARES SUBDIVISION (Ventana Filling#2)

CITY OF PUEBLO, PUEBLO CO 81005

OWNER:- VESTOGE PUEBLO CO LLC

SCALE: 1" = 100'

DATE: Jun. 023

C.L.: 2

SHEET

OF

FILE No.

BELL CONSULTING, LLC

P.O. Box 8
Rifle, Colorado 81650
Phone: 970/948-3153
nb@bellconsult.net

VE
Vestoge Engineers
44081 Pipeline Plaza,
Ashburn VA 20147
Tel. (571) 278-6992

PLAN DATE

07/03/03

08/07/03

08/25/03

09/01/03

No.

DESCRIPTION

REVISIONS

DATE: Jun. 023

C.L.: 2

SHEET

OF

FILE No.

July 25, 2023

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **Ramesh Kalwala, Vestoge Pueblo, CO LLC** for approval of the following application(s):

ODP-23-01 Ventana Estates, Filing 2, Overall Development Plan: Amendment of the 2002 Ventana Master Plan to facilitate residential development in the western portion of the 2001 Ventana Annexation area, approximately 91.455 acres.

Z-23-03 Ventana, Filing 2 Rezoning: Approximately 74.21 acres, generally located west of Ventana, Filing No. 1 Subdivision and north of State Highway 78, to be rezoned from City of Pueblo A-4 to R-2, Single-Family Residential.

The Planning and Zoning Commission meeting will be held on August 9, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNfZnpPWG1Ydz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

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

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

CASE NUMBER: Z-23-03

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 Parcel # 1517000022 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.

July 25, 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 Parcel #1517000022, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

July 25, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStree	OwnerCity	Owne
VESTOGE PUEBLO CO LLC	13800 COPPERMINE RD	HERNDON	VA
WILSON FAMILY PARTNERSHIP LTD	207 BRIDLE TRL UNIT O	PUEBLO	CO
O QUIN NICHOLAS R/O QUIN AUBREY J	2422 VENTANA CIR	PUEBLO	CO
PUEBLO RECREATION INVESTORS LLC	31 N TEJON ST STE 500	COLORADO SPR CO	
SOTO KEITH/SOTO OLIVIA	323 QUINCY ST	PUEBLO	CO
VIALPANDO STEPHEN G + VIALPANDO DEBRA K ,	37 POSADA DR	PUEBLO	CO
HALDE KERRY W/HALDE CYNTHIA J	46495 US HIGHWAY 24	BURLINGTON	CO
KNEZEVICH MARY A	5521 STATE HWY 78	PUEBLO	CO
TURNER CHRISTOPHER MICHAEL + TURNER LEA ANN ,	5605 TERRACINA PL	PUEBLO	CO
AUGEROT MATTHEW / AUGEROT JANELLE	5605 TERRACINA PL	PUEBLO	CO
TORRES PEDRO J/TORRES VALERIE A	5610 TERRACINA PL	PUEBLO	CO
RASO GARY J/RASO WENDY H	5611 TERRACINA PL	PUEBLO	CO
MORROW DAVID R II	5618 TERRACINA PL	PUEBLO	CO
ROBERTS TONY/ROBERTS DEBRA	5623 TERRACINA PL	PUEBLO	CO
TORLINE DAVID K/TORLINE CAROLYN C	5627 TERRACINA PL	PUEBLO	CO
BELL BRIAN A/BELL KERRI L	5631 MAGGIANO PL	PUEBLO	CO
BUXTON DALE O/BUXTON SUSAN S REVO	5633 TERRACINA PL	PUEBLO	CO
WHITE JODI L	5634 TERRACINA PL	PUEBLO	CO
JIN DONGKWAN + LEE SANGMI ,	5637 MAGGIANO PL	PUEBLO	CO
ZERFAS BRAD C/ZERFAS MARY M	5637 TERRACINA PL	PUEBLO	CO
SOTO GUILLERMO E TR/SOTO DEBRA J	5637 VENEZIA WAY	PUEBLO	CO
ORESKOVICH ANTHONY G + ORESKOVICH CELESTE M ,	5641 AVENTURA WAY	PUEBLO	CO
DANIELS SALLY J	5641 TERRACINA PL	PUEBLO	CO
LEWIS ERIC ANDREW / ROUKEMA THOMA	5645 MAGGIANO PL	PUEBLO	CO
GUTIERREZ AARON C	5645 TERRACINA PL	PUEBLO	CO
LARSEN ARNOLD R/LARSEN CHRISTINE	5645 VENEZIA WAY	PUEBLO	CO
MCCAFFERTY DAVID R + MCCAFFERTY JESSICA L ,	5647 AVENTURA WAY	PUEBLO	CO
NORICK DENNIS WAYNE / WILLEY LEAH	5648 AVENTURA WAY	PUEBLO	CO
BOZZI AARON / BOZZI VIVIANA SALV	5648 BELLAGIO WAY	PUEBLO	CO
KONCILJA FAMILY TRUST LLC	5648 TERRACINA PL	PUEBLO	CO
GARCIA MICHAEL L	5648 VENEZIA WAY	PUEBLO	CO
MURAD ALI KHETRAN/MURAD BARBARA G	5649 BELLAGIO WAY	PUEBLO	CO
PRUTCH FREDERICK R	5650 MAGGIANO PL	PUEBLO	CO
C F + I STEEL LP + C/O TAX DEPT ,	PO BOX 316	PUEBLO	CO

OwnerZip
20171-6163
81005-2974
81005-5575
80903-1514
81004-2024
81005-2946
80807-9405
81005-9606
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81002-0316



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: October 10, 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 PUEBLO DOWNTOWN ASSOCIATION IN THE AMOUNT OF \$1,250 TO SPONSOR THE PARADE OF LIGHTS ON SATURDAY, NOVEMBER 25, 2023 IN DOWNTOWN PUEBLO

SUMMARY:

Attached for consideration is a request for support of Pueblo Downtown Association in the amount of \$1,250 to sponsor the Parade of Lights on Saturday, November 25, 2023 in Downtown Pueblo.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2022 and supported the Downtown Association's Holiday Lighting in 2017, 2019, 2020, and 2022.

BACKGROUND:

City Council Member Larry Atencio is requesting \$1,250 to support the Pueblo Downtown Association on Saturday, November 25, 2023 in Downtown Pueblo. For the past 33 (thirty-three) years, the Pueblo Parade of Lights has signaled the beginning of the Holiday Season in Pueblo. This family-oriented event attracts more than 50,000 people from throughout Southern Colorado and hosts nearly 100 parade entries: from marching bands to theme floats.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,250 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to Pueblo Downtown Association.

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 Larry Atencio.

ATTACHMENTS:

1. 2023 Pueblo Parade of Lights Sponsorship Opportunities
2. 2023 Contingencies (Council) Parade of Lights Downtown Association

RESOLUTION NO. 15399

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO PUEBLO DOWNTOWN ASSOCIATION IN THE AMOUNT OF \$1,250 TO SPONSOR THE PARADE OF LIGHTS ON SATURDAY, NOVEMBER 25, 2023 IN DOWNTOWN PUEBLO

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,250 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to Pueblo Downtown Association to sponsor the Parade of Lights on Saturday, November 25, 2023 in Downtown Pueblo.

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 effectuate the policies and procedures described herein.

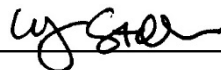
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: October 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 

From: [Robin Cope](#)
To: office@pueblodowntown.com
Subject: [External] 2023 Pueblo Parade of Lights Sponsorship Opportunities
Date: Friday, September 8, 2023 12:04:31 PM

External email. Please use caution.

Dear Pueblo Community Supporter,

For the past 33 (thirty-three) years, the Pueblo Parade of Lights has signaled the beginning of the Holiday Season in Pueblo. This family-oriented event attracts more than 50,000 people from throughout Southern Colorado and hosts nearly 100 parade entries: from marching bands to theme floats.

Therefore, it is with great excitement that the Parade of Lights Committee invites you to support and sponsor the 2023 Pueblo Parade of Lights to be held on----

Saturday, November 25, 2023.

Theme: Holidays Around the World

As a sponsor, your business can receive various benefits based on your sponsorship selection:

- Company logo/name featured in all advertising/ media promotions
- Company logo/name featured on full-color Parade of Lights Posters distributed throughout Pueblo
- Name mentioned throughout live and taped parade coverage on Channel 19
- Recognition on the banner leading the Parade
- **Complimentary entry and preferred placement in the Parade of Lights**

To view sponsorship opportunities and to reserve/secure your sponsorship which includes a float, [CLICK HERE](#).

Deadline for sponsorships is October 20, 2023.

Thank you, in advance, for partnering with the Pueblo Downtown Association in support of the Parade of Lights.

Sincerely,

The Pueblo Downtown Association, Pueblo Parade of Lights
office@pueblodowntown.com , 719-543-7155

DATE	BALANCE IN 2023 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				\$ 100,000.00
1/9/23	Latino Chamber 44th Annual Dinner		\$ 2,000.00		\$ 98,000.00
1/9/23	Mount Carmel Veterans Service Center Salute to Heroes		\$ 2,500.00		\$ 95,500.00
1/23/23	Steelworks Center for the West - CF&I Faces of Steel Event		\$ 1,000.00		\$ 94,500.00
1/23/23	PCC Foundation Hall of Fame Award Event		\$ 1,000.00		\$ 93,500.00
1/23/23	Catholic Charities Espiritu Dinner		\$ 1,500.00		\$ 92,000.00
2/13/23	Boys & Girls Club Champions of Youth Dinner		\$ 1,600.00		\$ 90,400.00
2/13/23	Pueblo Police Department Awards Dinner		\$ 650.00		\$ 89,750.00
2/27/23	Southern Colorado Equality Alliance Spring Fling Banquet		\$ 560.00		\$ 89,190.00
2/27/23	Pueblo Friends of the Arkansas Trout on the Route		\$ 300.00		\$ 88,890.00
2/27/23	Pueblo Food Project Sun Soil Water Ag Summit		\$ 2,000.00		\$ 86,890.00
2/27/23	The Place Community Block Party		\$ 1,000.00		\$ 85,890.00
3/13/23	Hip Hop Festival - Mad Fresh Productions		\$ 1,500.00		\$ 84,390.00
3/13/23	HARP Rollin' on the Riverwalk Event		\$ 9,000.00		\$ 75,390.00
3/13/23	Press Club Sheepdip Awards Dinner		\$ 1,000.00		\$ 74,390.00
4/10/23	County Courthouse Lighting Ceremony		\$ 500.00		\$ 73,890.00
4/10/23	Latino Chamber Tostada Event		\$ 2,000.00		\$ 71,890.00
4/10/23	Child Advocacy Center April Campaign		\$ 1,000.00		\$ 70,890.00
4/10/23	Soco Harm Reduction/GAPP for Gun Buyback Program		\$ -		\$ 70,890.00
4/10/23	Downtown Association Levee Walk		\$ 700.00		\$ 70,190.00
4/24/23	SocoYogo/United Way Carnival		\$ 1,000.00		\$ 69,190.00
4/24/23	Pueblo Heritage Museum Slovenian Exhibit		\$ 1,000.00		\$ 68,190.00
4/24/23	Southern Colorado Equality Alliance Pueblo Pride Event		\$ 750.00		\$ 67,440.00
4/24/23	Bessemer Historical Society DBA Steelworks Center for the West - Contribution to EPA's Environmental Justice Collaborative Problem-Solving (EJCPS) Grant		\$ 8,000.00		\$ 59,440.00
4/24/23	El Movimiento Sigue Cinco de Mayo		\$ 2,000.00		\$ 57,440.00
5/8/23	Caring for Colorado - Youth Action Council		\$ 1,000.00		\$ 56,440.00
5/8/23	Pueblo Memorial Hall - Pueblo Has Talent 2023		\$ 5,189.00		\$ 51,251.00
5/22/23	Ultimate Performance Sports Training & Rehab Youth Scholarships		\$ 2,000.00		\$ 49,251.00
5/22/23	Goodnight Barn Preservation, Inc. - Chuckwagon Rendezvous		\$ 5,000.00		\$ 44,251.00
5/22/23	Mariachi Juvenil Diamante workshop		\$ 1,500.00		\$ 42,751.00
6/12/23	Sangre de Cristo Arts Center Anniversary Gala		\$ 1,500.00		\$ 41,251.00
6/12/23	Colorado State Fair Fiesta Committee - Noche de Fiesta		\$ 300.00		\$ 40,951.00
6/26/23	Pueblo Friends of the Arkansas Summer Solstice		\$ 250.00		\$ 40,701.00
7/10/23	Latino Veterans Profiles in Courage Awards		\$ 1,500.00		\$ 39,201.00
7/10/23	PDI Dancing with the Pueblo Stars		\$ 1,000.00		\$ 38,201.00
7/10/23	Southeastern Colorado Heritage Center Indigenous People's Exhibit		\$ 6,000.00		\$ 32,201.00
7/24/23	Global Medical Response - Safety Jam		\$ 1,000.00		\$ 31,201.00
8/14/23	Pueblo Memorial Hall - The Time is Now Benefit by Mad Fresh		\$ -		\$ 31,201.00
8/14/23	Colorado State Fair Fiesta Committee - Fiesta Day Parade		\$ 2,000.00		\$ 29,201.00
8/14/23	Pueblo Chile Hot Air Balloon Fest		\$ 2,500.00		\$ 26,701.00
8/14/23	Pueblo Police Activities League (PPAL) Roncalli Football Equip		\$ 1,000.00		\$ 25,701.00
8/28/23	Mad Fresh Productions Multicultural Festival		\$ 1,500.00		\$ 24,201.00
8/28/23	Assistance League of Pueblo Holiday Fashion Preview		\$ 1,000.00		\$ 23,201.00
9/11/23	Historic Pueblo, Inc Damon Days Event		\$ 1,000.00		\$ 22,201.00
9/11/23	Pueblo Choral Society Old Fashioned Christmas Concert		\$ 6,000.00		\$ 16,201.00
9/11/23	Pueblo Film Fest Ltd		\$ 1,000.00		\$ 15,201.00
9/25/23	Spark the Change Suicide Memory Walk		\$ 2,000.00		\$ 13,201.00
10/10/23	Pueblo Downtown Association Parade of Lights		\$ 1,250.00		\$ 13,951.00
					\$ 13,951.00
					\$ 13,951.00
					\$ 13,951.00



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: October 23, 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 PUEBLO AREA AGENCY ON AGING IN THE AMOUNT OF \$2,000 TO SPONSOR THE SENIOR OF THE YEAR EVENT

SUMMARY:

Attached for consideration is a request for support of the Pueblo Advisory Council on Aging in the amount of \$2,000 to sponsor the Senior of the Year event.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Attached for consideration is a request for support of the Pueblo Area Agency on Aging in the amount of \$2,000 to sponsor the Senior of the Year event. The Pueblo Advisory Council on Aging has produced the Centenarian and Senior of the Year celebration for over 40 years. The event was forced to take a hiatus and budget cuts due to Covid-19, but they are planning to reinstate it now. This is an opportunity to demonstrate how Pueblo appreciates the elders of our community.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$2,000 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to Pueblo Area Agency on Aging.

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 Larry Atencio.

ATTACHMENTS:

None

RESOLUTION NO. 15400

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO PUEBLO AREA AGENCY ON AGING IN THE AMOUNT OF \$2,000 TO SPONSOR THE SENIOR OF THE YEAR EVENT

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 Pueblo Area Agency on Aging to sponsor the Senior of the Year event.

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 effectuate the policies and procedures described herein.

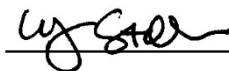
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: October 23, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 

September 11, 2023

Dear City Council Members:

The Pueblo Advisory Council on Aging has sponsored the Centenarian and Senior of the Year celebration for over 40 years. Due to covid, we were forced to take a hiatus and budget cuts removed our funding for the event. We have requested some funding from Pueblo County but we need more for this wonderful recognition celebration. In prior years we had meals for the nursing home/assistant living individuals who came with the Centenarians. We also had flowers, placards, written histories of the Centenarians and the Senior of the Year, as well as cake, floral arrangements, goodie bags and other items for the celebration. Unfortunately, without sponsorship this event may be scaled down, and not provide the beautiful event we have held in prior years. In previous years the event was well attended by State officials, City and County officials and other Senior Advisory Councils within Colorado.

I, as Chair of the Board, humbly ask you to consider donating to reinstate this celebration. We are hoping for a dinner for the Centenarians and Senior Citizen of the Year. Entertainment for

the seniors may be considered based on funding. We would also like to have video recordings of the Centenarians and the Senior Citizen of the Year. Please consider a donation of \$2,000.00. We would publish the City of Pueblo as a sponsor in the promotional pamphlets at the event. This is our opportunity to demonstrate how Pueblo appreciates the elders of our community.

Thank you for your consideration,

Sincerely,

A handwritten signature in blue ink that reads "Cindy L. Jones". The signature is written in a cursive style with a large initial "C" and a long, flowing "J".

Cindy L. Jones, P.A.C.A Chair

DATE	BALANCE IN 2023 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				\$ 100,000.00
1/9/23	Latino Chamber 44th Annual Dinner		\$ 2,000.00		\$ 98,000.00
1/9/23	Mount Carmel Veterans Service Center Salute to Heroes		\$ 2,500.00		\$ 95,500.00
1/23/23	Steelworks Center for the West - CF&I Faces of Steel Event		\$ 1,000.00		\$ 94,500.00
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1/23/23	Catholic Charities Espiritu Dinner		\$ 1,500.00		\$ 92,000.00
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5/22/23	Ultimate Performance Sports Training & Rehab Youth Scholarships		\$ 2,000.00		\$ 49,251.00
5/22/23	Goodnight Barn Preservation, Inc. - Chuckwagon Rendezvous		\$ 5,000.00		\$ 44,251.00
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9/11/23	Pueblo Film Fest Ltd		\$ 1,000.00		\$ 15,201.00
9/25/23	Spark the Change Suicide Memory Walk		\$ 2,000.00		\$ 13,201.00
10/10/23	Pueblo Downtown Association Parade of Lights		\$ 1,250.00		\$ 13,951.00
10/10/23	Pueblo Area Agency on Aging Senior of the year Event		\$ 2,000.00		\$ 11,951.00
					\$ 11,951.00
					\$ 11,951.00



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: October 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Dennis Flores, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO LATINO CHAMBER DEVELOPMENT CORP IN THE AMOUNT OF \$1,000 TO SUPPORT THE 16TH ANNUAL LIFETIME ACHIEVEMENT AWARD CEREMONY

SUMMARY:

Attached for consideration is a request for support of a table during the Latino Chamber Foundation's 16th Annual Lifetime Achievement Award Ceremony at the CSU-Pueblo Occhiato Ballroom on October 26, 2023.

PREVIOUS COUNCIL ACTION:

City Council sponsored this event for \$500 in 2019 and \$750 in 2022.

BACKGROUND:

City Council Member Dennis Flores is requesting \$1,000 in support of the Latino Chamber Foundation's 16th Annual Lifetime Achievement Award Ceremony. The 2023 Latino Lifetime Achievement Award recipients are Ms. Stephanie Garcia and Ms. Sandy Gutierrez. Both recipients are Pueblo natives, have both contributed to the Latino Chamber's mission for many years and have both inspired many young Latino leaders in their respective fields. The 16th Annual Latino Lifetime Achievement Award Ceremony will include a night of celebration, networking, giveaways, and a vision to move forward.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,000 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to Latino Chamber Development Corp.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could choose not to authorize funding for this association.

RECOMMENDATION:

This Resolution is at the request of Council Member Dennis Flores.

ATTACHMENTS:

1. 10-02-23 Latino Chamber Lifetime Achievement Award Request

RESOLUTION NO. 15401

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO LATINO CHAMBER DEVELOPMENT CORP IN THE AMOUNT OF \$1,000 TO SUPPORT THE 16TH ANNUAL LIFETIME ACHIEVEMENT AWARD CEREMONY

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 Latino Chamber Development Corp for the Lifetime Achievement Award Ceremony.

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 Resolution to effectuate the policies and procedures described herein.

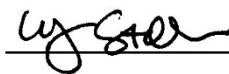
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: October 10, 2023

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 



Latino Chamber Foundation

The Latino Chamber Foundation and the Latino Chamber of Commerce are excited to host the 16th Annual Latino Lifetime Achievement Award Ceremony! The Ceremony Luncheon will be held in the Occhiato Ballroom on the CSU-Pueblo campus on Thursday, October 26th, 2023 at 11:30am. The Latino Lifetime Achievement Award intends to exemplify and honor individuals who have exhibited continuous and selfless contributions to the Hispanic community of Pueblo in any one or more of the following areas: business, education, government, humanitarian, non-profit, philanthropic, politics, and social. The recognition also depicts the progress predicated on vision, dedication, hard work, and courage.

The 2023 Latino Lifetime Achievement Award recipients are Ms. Sandy Gutierrez and Ms. Stephanie Garcia. Sandy and Stephanie are both Pueblo natives, have contributed to the Latino Chamber's mission for many years, and have both inspired many young Latino leaders in their respective fields. The 16th Annual Latino Lifetime Achievement Award Ceremony will include an afternoon of celebration, networking, giveaways, and a vision to move forward.

PRESTIGE | \$3,000

- (1) Reserved corporate table – 10 seats
- Up to a minute commercial video played during the event (provided by sponsor)
- Full-page advertisement in the event program (provided by sponsor)
- Sponsor name/logo featured in the presentation & on table tents
- Media recognition on all digital and print advertising as a Prestige Sponsor
- Sponsor banner displayed in the ballroom during the event
- Sponsor's promotional items placed on tables
- Sponsor name/logo featured on Latino Chamber's website and newsletter

DISTINGUISHED | \$2,000

- (1) Reserved corporate table – 10 seats
- Up to a minute commercial video played during the event (provided by sponsor)
- Half-page advertisement in the event program (provided by sponsor)
- Sponsor name/logo featured in the presentation & on table tents
- Media recognition on all digital and print advertising as a Distinguished Sponsor
- Sponsor's banner displayed in the ballroom during the event

HONORARY | \$1,000

- (1) Reserved corporate table – 10 seats
- Half-page advertisement in the event program (provided by sponsor)
- Sponsor name/logo featured in the presentation & on table tents
- Media recognition on all digital and print advertising as a Honorary Sponsor

TRIBUTE TABLE | \$500

- (1) Reserved corporate table – 10 seats
- Table name featured in the presentation & on table tents

INDIVIDUAL TICKETS | \$50

Full Page Program Ads | \$250

Half Page Program Ads | \$150

Event Details

Purchase Tickets Here

Date: Thursday, October 26, 2023

Time: 11:30AM - 1:30PM

Attire: Business Casual

Location: CSU-Pueblo Occhiato Ballroom



Tickets can be purchased online or by calling the Latino Chamber office at 719-542-5513



DATE	BALANCE IN 2023 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				\$ 100,000.00
1/9/23	Latino Chamber 44th Annual Dinner		\$ 2,000.00		\$ 98,000.00
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5/8/23	Pueblo Memorial Hall - Pueblo Has Talent 2023		\$ 5,189.00		\$ 51,251.00
5/22/23	Ultimate Performance Sports Training & Rehab Youth Scholarships		\$ 2,000.00		\$ 49,251.00
5/22/23	Goodnight Barn Preservation, Inc. - Chuckwagon Rendezvous		\$ 5,000.00		\$ 44,251.00
5/22/23	Mariachi Juvenil Diamante workshop		\$ 1,500.00		\$ 42,751.00
6/12/23	Sangre de Cristo Arts Center Anniversary Gala		\$ 1,500.00		\$ 41,251.00
6/12/23	Colorado State Fair Fiesta Committee - Noche de Fiesta		\$ 300.00		\$ 40,951.00
6/26/23	Pueblo Friends of the Arkansas Summer Solstice		\$ 250.00		\$ 40,701.00
7/10/23	Latino Veterans Profiles in Courage Awards		\$ 1,500.00		\$ 39,201.00
7/10/23	PDI Dancing with the Pueblo Stars		\$ 1,000.00		\$ 38,201.00
7/10/23	Southeastern Colorado Heritage Center Indigenous People's Exhibit		\$ 6,000.00		\$ 32,201.00
7/24/23	Global Medical Response - Safety Jam		\$ 1,000.00		\$ 31,201.00
8/14/23	Pueblo Memorial Hall - The Time is Now Benefit by Mad Fresh		\$ -		\$ 31,201.00
8/14/23	Colorado State Fair Fiesta Committee - Fiesta Day Parade		\$ 2,000.00		\$ 29,201.00
8/14/23	Pueblo Chile Hot Air Balloon Fest		\$ 2,500.00		\$ 26,701.00
8/14/23	Pueblo Police Activities League (PPAL) Roncalli Football Equip		\$ 1,000.00		\$ 25,701.00
8/28/23	Mad Fresh Productions Multicultural Festival		\$ 1,500.00		\$ 24,201.00
8/28/23	Assistance League of Pueblo Holiday Fashion Preview		\$ 1,000.00		\$ 23,201.00
9/11/23	Historic Pueblo, Inc Damon Days Event		\$ 1,000.00		\$ 22,201.00
9/11/23	Pueblo Choral Society Old Fashioned Christmas Concert		\$ 6,000.00		\$ 16,201.00
9/11/23	Pueblo Film Fest Ltd		\$ 1,000.00		\$ 15,201.00
9/25/23	Spark the Change Suicide Memory Walk		\$ 2,000.00		\$ 13,201.00
10/10/23	Pueblo Downtown Association Parade of Lights		\$ 1,250.00		\$ 13,951.00
10/10/23	Pueblo Area Agency on Aging Senior of the year Event		\$ 2,000.00		\$ 11,951.00
10/10/23	Latino Chamber Lifetime Achievement Award		\$ 1,000.00		\$ 10,951.00
					\$ 10,951.00



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: October 10, 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
George Andrews, Energy Coordinator

SUBJECT: AN ORDINANCE ACCEPTING A SMALL DOLLAR GRANT FROM THE COLORADO ENERGY OFFICE IN THE AMOUNT OF \$40,000 AND ESTABLISHING A FINANCE ACCOUNT PROJECT CI2325 ELECTRIC VEHICLE READINESS PLAN, TRANSFERRING \$10,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND INTO ACCOUNT PROJECT CI2325, BUDGETING AND APPROPRIATING \$50,000 INTO SAID PROJECT ACCOUNT, AND AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE ORDER AGREEMENT ON BEHALF OF THE CITY OF PUEBLO

SUMMARY:

This Ordinance accepts a small dollar grant from the Colorado Energy Office in the amount of \$40,000.00 for the purpose of developing an Electric Vehicle Readiness Plan. This initiative aims to identify pivotal partnerships and actionable strategies necessary to realize the vision and pave the way for community-wide adoption of electric vehicles. This award requires the City of Pueblo (City's) to match \$10,000.00 which will be provided from the City's General Fund Balance. The grant award allocated to the project and the City's match amount will total \$50,000.00, which will be budgeted and appropriated into account Project CI2325, Electric Vehicle Readiness Plan.

PREVIOUS COUNCIL ACTION:

Resolution No.13612 dated February 13, 2017, the Pueblo Community will be entirely powered by renewable sources of energy by 2035. The all-renewables plan tethers the City Pueblo to planning strategies that promote a more equitable, democratic energy marketplace.

BACKGROUND:

Motivated by a vision of clean air, quieter streets, and cost-effective transportation, Pueblo City Council set a bold goal on February 13, 2017, to make the City of Pueblo fully powered by renewable energy by 2035, as outlined in Resolution No. 13612.

Under the guidance of the Mayor's Energy Advisory Commission, progress has been made in shaping building codes, sustainable transportation investments, and clean energy policies. However, challenges, including technical, financial, and legal aspects persist. The City of Pueblo is determined to overcome these hurdles and establish itself as a pioneer in Electric Vehicle (EV) adoption.

This project underscores Pueblo's commitment to a sustainable future, bridging the gap between strategic planning and funding needs. This modest grant injection will facilitate development of the City of Pueblo's EV infrastructure.

The City of Pueblo is on a journey toward electrical empowerment. This grants a pivotal cornerstone, guiding the path toward a greener, more sustainable tomorrow.

FINANCIAL IMPLICATIONS:

The matching funds in the amount of \$10,000.00 are being transferred from the unappropriated fund balance of the General Fund and budgeting and appropriating said funds into account Project CI2325 along with \$40,000.00 in awarded funds.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Not approving the Ordinance will preclude the City of Pueblo from accepting the small dollar grant which will provide funding for developing EV infrastructure.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. CEO POGG1 24-2305 City of Pueblo
2. GRANT CERTIFICATION

ORDINANCE NO. 10563

AN ORDINANCE ACCEPTING A SMALL DOLLAR GRANT FROM THE COLORADO ENERGY OFFICE IN THE AMOUNT OF \$40,000 AND ESTABLISHING A FINANCE ACCOUNT PROJECT CI2325 ELECTRIC VEHICLE READINESS PLAN, TRANSFERRING \$10,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND INTO ACCOUNT PROJECT CI2325, BUDGETING AND APPROPRIATING \$50,000 INTO SAID PROJECT ACCOUNT, AND AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE ORDER AGREEMENT ON BEHALF OF THE CITY OF PUEBLO

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

SECTION 1.

The small dollar grant purchase order issued by the Colorado Energy Office is hereby accepted. Purchase Order Number POGG1,EFAA,202400002305 dated 09/07/2023, reviewed by the City Attorney and approved as to form, a copy of which is attached hereto, is hereby approved. The Mayor is authorized to execute said Purchase Order for and on behalf of the City of Pueblo, and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

Project Number CI2325, Electric Vehicle Readiness Plan is hereby established. Funds in the amount of \$10,000.00 are hereby transferred from the unappropriated fund balance of the General Fund and funds in the amount of \$40,000.00 from the Colorado Energy Office are hereby budgeted and appropriated into said project account.

SECTION 3.

Funds in the amount of \$50,000.00 are hereby budgeted and appropriated for the EV Readiness Plan account in account Project CI2325.

SECTION 4.

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 5.

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

SECTION 6.

Payment shall be made following successful completion of the project. The final draft of the Plan (along with supporting documentation) shall be submitted to the Colorado Energy Office with an invoice requesting reimbursement. Successful completion of the project is satisfied by the presentation of the final draft of the Plan to City Council and shall not require or otherwise restrict the present or future City Council of Grantee to act in any particular manner in the exercise of their legislative power.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 25, 2023.

Final adoption of Ordinance by City Council on October 10, 2023.



President of City Council

Action by the Mayor:

☒ Approved on October 12, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

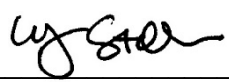
☐ Council did not act to override the Mayor's veto.

☐ 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



STATE OF COLORADO

Office of the Governor
Colorado Energy Office

Page 1 of 1

ORDER		*****IMPORTANT*****				
Number:	POGG1,EFAA,202400002305	The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.				
Date:	9/7/23					
Description:	UEI: NJK3BNUDRHJ7 Local Govt EV Readiness Planning Grant	BILL TO				
		Colorado Energy Office - Broadway 1600 Broadway Suite 1960 Denver, CO 80202				
Effective Date:	09/07/23					
Expiration Date:	06/30/24					
BUYER		SHIP TO				
Buyer:		Colorado Energy Office - Broadway 1600 Broadway Suite 1960 Denver, CO 80202				
Email:						
VENDOR		SHIPPING INSTRUCTIONS				
CITY OF PUEBLO PO BOX 1427 PUEBLO, CO 81002-1427		Delivery/Install Date: - FOB:				
Contact:	finance dept eft remits					
Phone:	GEORGE ANDREWS					
VENDOR INSTRUCTIONS						
EXTENDED DESCRIPTION						
Grantee shall perform the work as outlined in Exhibit A, the Statement of Work, attached hereto and incorporated by reference herein.						
Exhibit B, Federal Provisions are attached hereto and incorporated by reference herein.						
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1	G1000		0	0.00	\$40,000.00	☐
Description: Grant Commodity						
Service From: 09/07/23		Service To: 06/30/24				
TERMS AND CONDITIONS						
https://www.colorado.gov/osc/purchase-order-terms-conditions						
DOCUMENT TOTAL = \$40,000.00						

Exhibit A – Statement of Work

I. Project Description

The Colorado Energy Office (hereinafter called “CEO” or the “State”) agrees to provide grant funding to the City of Pueblo (hereinafter called “Grantee”), who shall develop a region-wide Electric Vehicle (“EV”) Readiness Plan (hereinafter called “Plan”). The scope of this Plan is focused on supporting the current and future adoption of EVs, including on-road personal and fleet vehicles, and necessary EV infrastructure. Reflecting the needs of the community and its stakeholders, the Plan shall be actionable and built on shared regional goals. The Plan developed shall include an assessment of the existing EV market, a description of key barriers (e.g., land use code and zoning, cost, access to information, etc.), stakeholder engagement, and an EV readiness roadmap covering community goals, infrastructure deployment, and cost analysis.

Local governments are uniquely positioned to advance emissions reduction strategies in buildings, energy generation, and transportation. The Polis Administration’s Roadmap to 100% Renewable Energy By 2040 and Bold Climate Action calls for local governments to lead by example, and for the State to support local government EV planning and investment in EV charging infrastructure. In developing these plans, local and regional governments can develop a common vision for EV readiness, identify key partnerships and actionable strategies needed to achieve the vision, and prepare for and stimulate community adoption of EVs. The Plan developed with this grant shall support the Colorado EV Plan of 2023 establishing a target of 940,000 EVs by 2030, as well as supporting numerous local, state, and federal climate action plans in preparing for and implementing actions that support increased use of EVs throughout the region.

II. Work Tasks, Deliverables, and Timeline

Grantee is seeking an external contractor to develop an EV Readiness Plan for the City of Pueblo. The Plan shall be developed in close cooperation with other key stakeholders, to establish a roadmap for electric vehicle infrastructure. As part of this grant, Grantee shall issue a competitive Request for Proposal and execute a contract with the successful contractor for the Plan development. The Grantee, through its selected subcontractor, shall be responsible for the following work tasks and deliverables.

EV Readiness Plan Development

Grantee shall oversee the development of a relevant, comprehensive strategic EV Readiness Plan that addresses the immediate needs as well as long-term planning objectives for the City of Pueblo. The Plan shall achieve the following: describe the planning region; how the Plan aligns and connects to existing community goals, plans, and priorities; status of EVs and charging infrastructure in the area; identify opportunities; recommend local policies to support electrification; quantify capital investment needs; identify funding opportunities to implement recommended EV improvements; and provide strategies to reduce and resolve barriers to the widespread deployment of private and public EV infrastructure. The Plan shall also include

existing and projected information about the area and surrounding region, such as demographics, economic characteristics, etc.

Stakeholder Outreach

Grantee shall conduct outreach with stakeholders to identify existing conditions as well as obstacles and opportunities for electric vehicle adoption included in the elements below. Initial stakeholder outreach may include interviews and/or meetings with the City of Pueblo and local groups with EV interest and ownership, representatives of stakeholder groups, and technical experts. While not an exhaustive list, the Grantee shall conduct outreach with the following stakeholders:

- City of Pueblo's Transit and Public Works Departments
- Pueblo County
- Black Hills Energy
- Pueblo Community College (PCC)
- Colorado State University-Pueblo (CSU-P)
- Pueblo Regional Building Department
- Pueblo District 60 school district
- Pueblo Urban Renewal Authority
- Pueblo Area Council of Governments (PACOG)
- Pueblo Housing Authority
- Mothers Out Front
- Renewable Energy Owners Coalition of America (REOCA)
- Pueblo Active Community Environments
- Pueblo's Energy Future
- Drive Clean Colorado
- National Renewable Energy Lab (NREL)
- South Central Council of Governments (SCCOG)

Assessment

Assessment is needed by the Grantee to: outline existing conditions, initiatives, policies, and programs in place based on region-specific data; identify critical barriers, gaps, key needs, potential programs and partnerships; and provide background for plan development. The Grantee's EV expertise, including knowledge of EV infrastructure, trends, and research, shall inform this assessment.

Identify Needed Infrastructure

Grantee shall develop a city-area charging infrastructure plan that includes, but is not limited to, the following: upgrade recommendations; analysis for opportunities for EV charging station locations based on current demand, anticipated demand growth, and existing infrastructure; public opportunities; private opportunities; appropriate equipment types for each recommended location (i.e., Level 2 and/or Level 3 (DC fast chargers)); and cost estimates for recommended improvements.

Grantee shall also provide analysis of the potential grid impacts of EVs, consider ongoing efforts to also electrify energy use in buildings, address electricity rate structure and identify battery and other options needed to manage demand charge, and summarize predominant concerns and issues as well as preferred alternatives.

Grantee shall also review community permitting and zoning processes for EV charging stations, with a focus on DC fast-charging stations. Reference resources as needed including the recent analysis, [Planning and Zoning for Electric Vehicle Charger Deployment](#), and NESCAUM's 2019 white paper, [Preparing Our Communities for Electric Vehicles: Facilitating Deployment of DC Fast Chargers](#) for a better understanding on emerging best practices. As part of the Plan, the Grantee shall make recommendations on ways to streamline the community's/communities' permitting process for EV charging stations.

Identify Needed Programs and Policy

Grantee shall identify barriers to and methods of increasing EV use by residents and in public and private fleets, identify opportunities such as smart charging, renewable energy, and battery storage to optimize grid capacity, analyze innovative charging options like curbside, streetlight, solar, wireless, and their applicability in the City of Pueblo, and investigate opportunities to partner with neighboring communities and regional entities to increase EV use and opportunities while not encouraging increased vehicle use.

Formulate Strategy and Recommendations

Grantee shall make recommendations for implementation options by key stakeholders (such as state and local government entities in addition to public-private partnerships) and other actions to further develop readiness and support for current and future implementation, such as estimated deployment to meet increasing demand of traveling public and legislation/ordinances as needed to implement accordingly.

Grantee's recommendations shall also reflect what is needed to advance EV adoption, leverage existing plans, and to lead to widespread deployment of public and private EV infrastructure. Specific recommendations are required in the areas of infrastructure, services, policies, programs, partnerships, lead by example, funding, and guidance.

Funding and Guidance

Funding is a vital component of electric vehicle implementation. Thus, the Grantee shall identify existing and potential funding opportunities, incentives, and rebates, including grants and funding sources for EV adoption and EV Readiness Plan implementation. This may include local funds, private and public grants, and other funding mechanisms.

Grantee shall research and recommend utility payment methods for EV customer usage of public charger ports to recover costs and generate revenue. Grantee shall also develop guidance in regards to implementation of EV-related codes and ordinances. Additionally, the Grantee shall identify cost-effective strategies for the City of Pueblo to support EV charging on municipal property and the public right of way for fleet and/or public use, analyzing factors such as ownership models, parking and charging fees, infrastructure costs, operations and maintenance costs, Low Carbon Fuel Standard credits, utility demand charges, synergies with other alternative transportation efforts, and new or complementary technologies, including solar energy systems, battery storage, demand management systems, bidirectional charging, and possible integration with emerging autonomous vehicle (hereinafter called “AV”) technologies.

Complete Draft of EV Readiness Plan

The Plan shall develop timelines, estimated costs, and opportunities for funding. The Plan shall also identify roles and responsibilities for the City of Pueblo, stakeholders, potential partners, and the community; and identify metrics and/or performance targets to track performance.

Additionally, the Plan shall include a projection of future EV adoption and benefits, including greenhouse gas emissions impact, based on business as usual and implementation of the actions identified under different scenarios. The Plan shall establish reasonable targets for EV adoption; include any other required information as outlined in this Statement of Work; and recommend key performance indicators (“KPIs”) by which to track progress.

Final EV Readiness Plan

Once the draft of the EV Readiness Plan has been refined based on feedback by the City of Pueblo, a final draft of the EV Readiness Plan shall be prepared and presented to the City of Pueblo for adoption. Grantee shall expect to provide at least one presentation during this process to the City of Pueblo for adoption. Any changes directed by the City of Pueblo shall be incorporated into the Final EV Readiness Plan. In addition to being substantively strong, the City of Pueblo expects that the final report shall be an attractive and graphically-rich document. It shall be visually appealing and written in a clear, accessible manner. Grantee shall be provided with an electronic copy of the final version (both Microsoft Word and PDF formats), including tables in Microsoft Excel format and maps in GIS file format (as applicable). Individual project timelines shall be determined once the Grantee has selected a vendor a contract has been executed with the Grantee.

Individual project timelines shall be determined after issuance of this Small Dollar Grant Award. All Statement of Work activities must be completed by June 30, 2024.

Key Personnel:

- Luann Martinez, Grant and Development Administrator, City of Pueblo Government
- George Andrews, Energy Project Coordinator, City of Pueblo Government
- Kayleigh McKenzie, Grant Compliance Manager, City of Pueblo Government

III. Testing & Acceptance Criteria

CEO shall determine whether deliverables meet the Work Task requirements in this Statement of Work. At the conclusion of the project, the Grantee shall submit the final draft of the Plan to CEO for review. CEO anticipates that prior to submission, the Plan shall go through an internal quality assurance process and as such, shall reflect the requirements of this Statement of Work.

IV. Reporting

Written reporting is not required for this project; however, the Grantee shall coordinate and conduct monthly virtual meetings with CEO to provide progress updates and answer any questions from CEO in connection with the Plan.

V. Budget

The maximum amount payable under this Agreement is \$40,000.00, as determined by the State from available funds. Satisfactory performance under the terms of this Agreement shall be a condition precedent to CEO's obligation to compensate the Grantee. CEO shall not be liable to pay or reimburse the Grantee for any performance hereunder prior to the Service From Date as shown on the face of the Small Dollar Grant Award.

The Grantee shall provide a cash match of \$10,000.00. The program budget total is \$50,000.00.

VI. Payment

Payment shall be made following successful completion of the project. The final draft of the Plan (along with supporting documentation) shall be submitted to CEO with an invoice requesting reimbursement.

VII. Small Dollar Grant Award Term

The Grantee shall begin work upon the later of the Service From Date as shown on the face of this Small Dollar Grant Award or upon Grantee's acceptance of this Agreement. This Small Dollar Grant Award shall terminate on June 30, 2024, unless sooner terminated or further extended as specified elsewhere herein.

EXHIBIT B, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. “Entity” means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
 - 2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
 - 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
 - 2.1.7. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
 - 2.1.8. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- 2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.8.2. Is not organized primarily for profit; and
 - 2.1.8.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.11. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.12. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.15. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
 - 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

- 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.
- 2.1.18. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. COMPLIANCE.

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID REQUIREMENTS.

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. Unique Entity ID. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee’s information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Grantee’s information.

5. TOTAL COMPENSATION.

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Grantee received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

- 5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. If Grantee is a Subrecipient, Grantee shall report as set forth below.
- 8.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
- 8.1.1.1. Subrecipient Unique Entity ID;
 - 8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient parent's organization Unique Entity ID;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Grant, the following data elements:
- 8.1.2.1. Subrecipient's Unique Entity ID as registered in SAM.

- 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

- 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.
 - 12.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

13. CERTIFICATIONS.

- 13.1. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
 - 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

GRANT CERTIFICATION

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

Re: Local Government Electric Vehicle (EV) Readiness Grant Program

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) George Andrews

Date: September 12, 2023

Title: Energy Coordinator



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 10, 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 COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST) GRANT, JULY 1, 2023 THROUGH MARCH 31, 2024, ESTABLISHING PROJECT NUMBER PS2310, TRANSFERRING FUNDS NOT TO EXCEED THE AMOUNT OF \$5,347.20; TRANSFERRING \$4,947.20 FROM PROJECTS-TO-BE-DETERMINED IN THE PUBLIC SAFETY GRANTS FUND, AND TRANSFERRING \$400.00 FROM THE POLICE DEPARTMENT'S GRANT MATCH BUDGET IN THE PUBLIC SAFETY FUND

SUMMARY:

The Colorado Department of Law has informed the Pueblo Police Department that funds are available for a Peace Officer Standards and Training (POST) Grant. The term of this grant covers the period from July 1, 2023 through March 31, 2024.

PREVIOUS COUNCIL ACTION:

Previous grants of this nature have routinely been approved each year.

BACKGROUND:

The Colorado Department of Law has informed the Pueblo Police Department that funds are available for a Peace Officer Standards and Training (POST) Grant. These funds will be used to purchase grappling mats (1-1/2 inch x 1x1 meter) for training. The term of this grant covers the period from July 1, 2023 through March 31, 2024.

FINANCIAL IMPLICATIONS:

This grant will require staff time for project management and reporting. There is an expense shortfall of roughly \$400.00. The shortfall will be paid using the Police Department's grant match funds in the Public Safety Fund.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

There is no stakeholder process required for this grant.

ALTERNATIVES:

If City Council does not approve this Ordinance, the grant offer will not be accepted and the \$4,947.20 not be given to the Police Department for training equipment.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Pueblo_PD_FY24_SDGA_Signed

ORDINANCE NO. 10564

AN ORDINANCE APPROVING AND ACCEPTING A COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST) GRANT, JULY 1, 2023 THROUGH MARCH 31, 2024, ESTABLISHING PROJECT NUMBER PS2310, TRANSFERRING FUNDS NOT TO EXCEED THE AMOUNT OF \$5,347.20; TRANSFERRING \$4,947.20 FROM PROJECTS-TO-BE-DETERMINED IN THE PUBLIC SAFETY GRANTS FUND, AND TRANSFERRING \$400.00 FROM THE POLICE DEPARTMENT'S GRANT MATCH BUDGET IN THE PUBLIC SAFETY FUND

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept funding from the Colorado Department of Law, Peace Officer Standards and Training (POST); and

WHEREAS, the Colorado Department of Law, Peace Officer Standards and Training (POST) has tendered 2023 In-service Grant funding; and

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

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

SECTION 1.

The Award of the 2023 Colorado Department of Law, Peace Officer Standards and Training (POST) In-service Grant funding is hereby accepted and approved in the amount of \$4,947.20.

SECTION 2.

Project Number PS2310 is hereby established in the Public Safety Grants Fund.

SECTION 3.

The amount of \$4,947.20 is hereby authorized for transfer from the Projects To Be Determined Account in the Public Safety Grants Fund to Project Number PS2310. Said funds shall only be expended and used for this Project.

SECTION 4.

The amount of \$400.00 is hereby authorized for transfer from the Police Department's grant match budget in the Public Safety Fund to Project Number PS2310

SECTION 5.

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 the policies and procedures 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 September 25, 2023.

Final adoption of Ordinance by City Council on October 10, 2023.



President of City Council

Action by the Mayor:

☒ Approved on October 12, 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

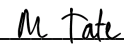
COLORADO DEPARTMENT OF LAW		IMPORTANT			Small Dollar Grant Award	
PEACE OFFICER STANDARDS AND TRAINING (POST)						
RALPH L. CARR COLORADO JUDICIAL CENTER		The SDGA # and LINE # must appear on all invoices, packing slips, cartons and correspondence.			DEPARTMENT OF LAW	
1300 BROADWAY, 9TH FLOOR					PEACE OFFICER STANDARDS AND TRAINING	
DENVER, CO 80203				SDGA #:	POGG1 LAAA GT240000000000000080	
Grantee: Pueblo Police Department				Start Date: 7/1/2023		End Date: 3/31/2024
Contact: Melissa Jacober						
Contact's County: Pueblo						
Phone: 719-553-3268						
E-Mail: mjacob@pueblo.us						
Ship To:				Invoice To:		
Name and Address: Pueblo Police Department				Colorado Department of Law		
200 S. Main Street				Peace officer Standards and Training (POST)		
Pueblo, CO 81003				1300 Broadway, 9th Floor		
				Denver, CO. 80203		
				post.grants@coag.gov		
Instructions to Grantee						
Any questions regarding this Small Dollar Grant Award should be directed to kimberly.hernandez@coag.gov or 720-508-6882		1. If for any reason Grantee's receipt of goods or services paid for by this grant will be delayed beyond the End Date of this grant, please notify the POST contact identified in these Instructions to Grantee. The State reserves the right to cancel this grant in instances where timely delivery to Grantee cannot be made.				
Special Instructions:						
1. Order of precedence: 1) Small Dollar Grant Award Terms & Conditions; 2) Exhibit A Statement of Work (SOW)/Applicable Laws (Exhibit A).						
2. Small Dollar Grant Award Terms and Conditions: https://www.colorado.gov/osc/purchase-order-terms-conditions						
3. Description:						
• This Small Dollar Gant Award is to provide funds to Vendor to secure training equipment for the training of peace officers in the State of Colorado. See Exhibit A Statement of Work .						
• Payment will be made upon satisfactory delivery of goods and/or completion of training or services and receipt of a correct vendor invoice and documentation of training attendance.						
• Grantee invoices must be received no later than sixty (60) calendar days from the completion of goods and/or the completion of services and/or training. It is the responsibility of the Grantee to ensure that invoices are received at the "Invoice To" location above within the time frame specified. ALL INVOICES FOR PAYMENT MUST BE SUBMITTED NO LATER THAN CLOSE OF BUSINESS March 31, 2024; UNLESS PRIOR AUTHORIZATION FOR AN EXTENSION IS GRANTED BY THE POST GRANT MANAGER, OR DESIGNEE.						
• THIS SMALL DOLLAR GRANT AWARD IS NOT EFFECTIVE UNTIL SIGNED BY THE CONTRACTS AND PROCUREMENT DIRECTOR. UNDER NO CIRCUMSTANCES SHALL THE GOODS AND/OR SERVICES BE ORDERED OR PERFORMED PRIOR TO THE SDGA EFFECTIVE DATE, NOR EXCEED THE DOCUMENT TOTAL WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE DEPARTMENT OF LAW.						
				DOCUMENT TOTAL = \$4,947.20		
				THIS SDGA IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS FOR THE STATE OF COLORADO		
				Name: Mitchell Tate		
				Title: Contracts and Procurement Director		
				Date: 6/23/2023		
				State Purchasing Delegate Signature: 		DocuSigned by: 2E52165B36A2433...

EXHIBIT A

STATEMENT OF WORK

1. **Parties:** This Small Dollar Grant Award (hereinafter called “SDGA”) is entered into by **Pueblo Police Department** (hereinafter called “Grantee”), and the **STATE OF COLORADO acting by and through the Department of Law, on behalf of the office of Peace Officer Standards and Training (POST)** (hereinafter called “State, or DOL-POST”).
2. **General Description:**
 - a) **Authority.** Authority to enter into this Small Dollar Grant Award exists in C.R.S.24-31-310 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 42-3-304 (24) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.
 - b) **Purpose.** The purpose of this Small Dollar Grant Award is to engage the services of the grantee to assist the Department of Law, on behalf of the Peace Officer Standards and Training (POST) office, with its statutory responsibility of providing law enforcement training and safety courses to Colorado peace officers.
3. **Program Year/Effective Date.** The program year (starting and ending date) is July 1, 2023 thru March 31, 2024. All small dollar grant awards will begin on their effective date (signature date of the State Purchasing Delegate) and end on March 31, 2024. DOL-POST shall not be liable to reimburse the grantee for any performance, hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the **Effective Date** or after the **End Date** set forth in the main body of this Small Dollar Grant Award.
4. **Project Description and Budget.** The maximum amount payable under this Small Dollar Grant Award to the grantee by the State is **\$4,947.20** for the following approved project activities:

Project Activity	Approved Budget
Training Equipment	\$4,947.20
TOTAL	\$4,947.20

5. **Equipment.** Equipment is defined as non-expendable personal property with a useful life of more than one year. The grantee is required to document its procurement procedures and maintain this documentation in the grant records. Receipts or invoices with order and delivery dates are required for all equipment items. Grantees are allowed to follow the procurement requirements of the state or unit of local government as long as the requirements meet or exceed the state requirements listed below. Procurement procedures are required and must be maintained in the records of the grantee.

6. **Inventory Procedures.** If the grantee is purchasing equipment as a part of this Award the grantee must have an effective system of property management and controls to safeguard against loss, damage, or theft of equipment.

Adequate maintenance procedures must be developed to keep the property in good condition. The grantee is required to maintain a POST inventory form for equipment purchased, in whole or in part, with grant funds which contain the following information:

- Description of item
- Serial number and property inventory number
- Date of purchase and delivery
- Check or voucher number
- Cost documentation, invoices, receipts
- Equipment location
- Present use
- Condition
- Disposition information

7. **Reporting.** Equipment purchased with state grant funds must be reported on annually. The ONLY equipment/property that does not need to be reported to POST is ammunition and simunitions. A POST equipment reporting form must be submitted to post.grants@coag.gov for each equipment item by June 30th annually. This form provides the necessary disposition and retention information. Equipment records must be maintained for seven (7) years from the date the first annual report is submitted to DOL-POST. If any litigation, claim, or audit is started before the expiration of the seven (7) year period, the records shall be retained beyond the seven-year period, until all litigation, claims, or audit findings involving records have been resolved.
8. **Disposition of Equipment.** Disposition includes the sale (for trade-up purposes only) or trade-in of equipment as well as the disposal of equipment and the end of its useful life. Documenting the disposition of equipment must be reported on a POST Equipment Disposition Form accompanied with the Equipment Inventory Report Form which is due to POST by June 30th. If disposition of equipment occurs prior to year-end, the Equipment Disposition Form must be submitted at that time. Disposition of equipment requires DOL-POST approval prior to the disposition. A copy of the form(s) must be retained in the grantee's file after the final disposition of the property. At the end of the grant award period, ownership/title to all equipment may vest to the grantee agency if they will use the property for the purposes of the legislation under which the grant was made. POST will require the agency to track the equipment on the Equipment Inventory Report Form. Equipment must be available for inspection by POST personnel. If the grantee agency no longer has a need for the equipment, and the equipment is in working order, the ownership/title to the property will vest to the state. The state will seek to have the property used for training purposes prior to disposing of it.

9. **Procurement Procedures.** Purchases of equipment and services shall be in a manner providing maximum open and free competition. Procurement shall be made by one of the following methods:
- **Discretionary purchase procedures** are those relatively simple and informal procurement methods for securing services, and supplies, that does not exceed \$50,000 in the aggregate. If small purchase procedures are used for procurement under the grant, written quotes must be obtained and documented from at least three (3) qualified sources. These procedures are generally used for the acquisition of relatively small, standardized items such as computers.
 - **Small purchase procedures** (Documented Quote or other competitive process) is one method that can be used to procure goods or services that cost more than \$50,000. A Documented Quote (DQ) or similar small dollar solicitation is publicized, negotiations are conducted with more than one of the sources submitting offers, and a fixed-price cost-reimbursable type contract is awarded, as appropriate. The following requirements apply to competitive negotiations:
 - DQ's must be publicized and identify all evaluation factors and their relative importance. Any response to publicized DQ's shall be honored to the maximum extent possible.
 - Proposals must be solicited from at least three (3) qualified sources.
 - Grantees must have a method for conducting technical evaluations of the proposals received and for selecting vendors.
 - Awards must be made to the responsible firm (individual) who proposal is most advantageous to the program, with price and other factors considered.
 - **Competitive sealed bids** (formal advertising) can also be used for procurement over \$50,000. Bids are publicly solicited and a firm, fixed-price contract (lump sum or unit price) is awarded to the responsible bidder, whose bid, conforming to all material terms and conditions of the invitation for bids, is the lowest price. Procurement by sealed bids under a grant will be accomplished through the use of state purchasing procedures or an equivalent local established procurement procedure, which is not less restrictive than the State process.
 - **Non-competitive negotiation** (sole-source justification) is procurement through the solicitation of a proposal from only one source or after solicitation of a number of sources when competition is determined inadequate. Prior approval by DOL-POST is required for all non-competitive procurement.
10. **Payments.** Payments shall be made in accordance with the provisions set forth in the Small Dollar Grant Award and applicable State Controller Fiscal Rules and DOL-POST disbursement procedures. Payments to Grantee are limited to the unpaid obligated balance of the Small Dollar Grant Award. **Grantee shall submit a request for reimbursement within sixty (60) calendar days from the delivery of goods and/or the completion of services and/or training and no later than March 31, 2024; unless prior authorization for an extension is granted by the POST Grant Manager or Designee.** Payment requests must be submitted with cost documentation (receipts, invoices, canceled checks) and proof of attendance (if attending training). Lodging (hotel) receipts must be dated and itemized.

11. **Grant Record Retention.** All grant records must be retained for three (3) years after the end of the state fiscal year that includes the end date of the grant. For example, if the grant ended June 30, 2019 the state fiscal year would be July 1, 2018 to June 30, 2019. The files could be destroyed after June 30, 2022. Grant records include all financial records, supporting documents, statistical records, and all other records pertinent to the grant. Source documents include copies of the grant award, any required reports, accounting transactions, the general ledger, personnel and payroll records (if applicable to the award) and any related documents and records.
12. **Applicable Laws.** At all times during the performance of this Small Dollar Grant Award, Grantee shall comply with all applicable State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth in this Exhibit. Laws, regulations, and authoritative guidance incorporated into this Small Dollar Grant Award include, without limitation:
- Department of Law, Peace Officer Standards and Training Continuing Education Grant Guidelines, available on the POST website.
 - State of Colorado, State Controller Fiscal Rules, available on the Colorado.gov website.
 - C.R.S. §24-31-310 Resources for the Training of Peace Officers.
 - C.R.S. §24-31-303 (I) Duties, Powers of the POST Board.
 - C.R.S. §24-31-315 Annual In-Service Training Requirements.
13. **Compliance:** The Grantee agrees to be responsible for ensuring compliance with this Small Dollar Grant Award Terms and Conditions and ensure that any equipment or ammunition purchased as a part of this Award will be used for training purposes only.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO AND HEALTH SOLUTIONS OF PUEBLO, A NON-PROFIT ORGANIZATION, RELATING TO THE DELIVERY OF SERVICES VIA THE SOLUTIONS OUTREACH SERVICES TEAM (S.O.S. TEAM), AND AUTHORIZING THE MAYOR'S SIGNATURE THERETO

SUMMARY:

The purpose of this agreement is to formalize a relationship between Health Solutions and the City of Pueblo in order to more efficiently and effectively deliver healthcare services to Pueblo community members in need of non-emergency services.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The purpose of this agreement is to create a safer and more supportive environment for the Pueblo community. To further this purpose, the agreement seeks to leverage behavioral health interventions and resource connections, including but not limited to, supporting community members who contact police dispatch but do not require police intervention. It is anticipated that this arrangement will lessen the need for uniformed officers to respond to calls where there is no emergency, but healthcare services may be needed nonetheless. Additionally, the program has the potential to address the needs of the unhoused population and enhance resource accessibility for all individuals with whom the team engages. In order to facilitate the purpose of this agreement, the S.O.S. Team will respond to calls exclusively within the city limits of Pueblo.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council can decline to accept the Memorandum of Understanding and reject the additional healthcare services afforded by this agreement.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. LP mou clean CA edits 091423

ORDINANCE NO. 10565

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO AND HEALTH SOLUTIONS OF PUEBLO, A NON-PROFIT ORGANIZATION, RELATING TO THE DELIVERY OF SERVICES VIA THE SOLUTIONS OUTREACH SERVICES TEAM (S.O.S. TEAM), AND AUTHORIZING THE MAYOR'S SIGNATURE THERETO

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

SECTION 1.

The memorandum of understanding between the City of Pueblo, a Colorado Municipal Corporation, and Health Solutions, a non-profit organization, copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute the Memorandum of Understanding in the name 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 and directed to perform any and all acts consistent with the intent of this Ordinance and the attached Memorandum of Understanding to implement the policies and procedures described herein.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 25, 2023.

Final adoption of Ordinance by City Council on October 10, 2023.



President of City Council

Action by the Mayor:

☒ Approved on October 12, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

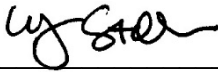
☐ Council did not act to override the Mayor's veto.

☐ 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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made effective as of September 1, 2023 ("Effective Date") by and between Health Solutions ("Service Provider") of 41 Montebello Rd., Suite 200, Pueblo, Colorado 81001, and the City of Pueblo ("City"), a Municipal Corporation, and its Police Department of One City Hall Place, Pueblo, Colorado 81003 with a termination date of, August 31, 2025 ("Termination Date").

1. STATEMENT OF WORK

1.1 Service Provider and City shall provide certain services ("Services") as described in Exhibit A: Statement of Work

1.2 Service Provider will initially provide one SOS team. Service Provider cannot and does not guarantee the availability of any SOS team at any given time or in response to any call from City. Additional SOS may be provided as training and funding permits.

2. TERM

The initial term of this MOU shall begin on the Effective Date and end on the Termination Date. After completion of the initial term, this MOU will automatically renew for successive one (1) year renewal terms. This MOU may be terminated by either party upon sixty (60) days prior written notice to the other party.

3. INDEPENDENT CONTRACTOR

Personnel providing Services will at all times be an employee of Service Provider and not City. Service Provider will have sole responsibility and expense for all matters relating to the maintenance of personnel and payroll records, the withholding and payment of federal, state, and local income and payroll taxes, the payment of workers' compensation and unemployment compensation insurance, wages, and other fringe benefits. Service Provider personnel will not be entitled to any compensation, payment, or benefits of any kind directly from City.

4. SCHEDULES

Service Provider and City will jointly cooperate in establishing the monthly schedule for the Services so that the schedule does not hinder the City's established schedules.

5. CONFIDENTIALITY

City, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of City, or divulge, disclose, or communicate in any manner, any information that is proprietary to Service

Provider. City and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this MOU. Any oral or written waiver by Service Provider of these confidentiality obligations which allows City to disclose Service Provider's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Correspondingly, Service Provider and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Service Provider, or divulge, disclose, or communicate in any manner, any information that is proprietary to City. Service Provider and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this MOU. Any oral or written waiver by City of these confidentiality obligations which allows Service Provider to disclose City's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

6. RECORDS

All records created by Service Provider shall remain the sole and separate property of Service Provider. All records created by Service Provider containing protected health information, as defined by 45 CFR 160.130, are subject to the Health Insurance Portability and Accountability Act of 1996, the privacy regulations generally referred to as 45 CFR Part 2, the confidentiality requirements of records subject to 42 CFR Part 2 and any applicable state law.

All records created by City shall remain the sole and separate property of City. All records created by City are subject to the open records laws of the State of Colorado, including, but not limited to, the Colorado Open Records Act, Sec. 24-72-201, C.R.S. et seq., and the Colorado Criminal Justice Records Act, Sec. 24-72-301 et seq.

7. INDEMNIFICATION

Service Provider agrees to hold harmless, defend, and indemnify City from and against any liability to third parties, arising out of negligent acts, errors, or omissions of Service Provider, its employees, agents, representatives, subcontractors and consultants. Service Provider agrees to hold harmless, defend, and indemnify City from and against any liability to person or legal entity arising out of negligent acts, errors or omissions of Service Provider and its employees, agents, representatives, subcontractors, and consultants. 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, 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.

8. FORCE MAJEURE

If performance of this MOU or any obligation under this MOU is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

9. ENTIRE AGREEMENT

This MOU contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this MOU. This MOU supersedes any prior written or oral agreements between the parties.

10. SEVERABILITY

If any provision of this MOU will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

11. AMENDMENT

This MOU may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

12. NOTICE

Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person, by email acknowledged by both parties, or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing. Additionally, a courtesy copy of any notice or communication required or permitted under this MOU, intended for receipt of City, shall also be provided to the Chief of Police, Pueblo Police Department, 200 South Main St., Pueblo, CO 81003, either delivered in person or by certified mail, return receipt requested.

13. WAIVER

The failure of either party to enforce any provision of this MOU shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this MOU.

14. CITY PROPERTY

Service Provider acknowledges and understands that City may, at its sole discretion, provide radio and/or other electronic or computer equipment for Service Provider's use during the term of this MOU. Should any property provided by City to Service Provider for its use become inoperable, lost, misplaced, or damaged, or unserviceable in any way due to neglect, misuse, or abuse, Service Provider shall be responsible for the repair and/or replacement of such equipment.

15. RESPONSE TO CALLS FOR SERVICE

This MOU contemplates Service Provider and its employees, agents, representatives, subcontractors and consultants may respond to calls for service in a motor vehicle. This MOU in no way authorizes Service Provider nor its employees, agents, representatives, subcontractors, or consultants to respond to calls for service or at any other time in an emergency mode or as an authorized emergency vehicle as defined within Colorado law. City shall be authorized to conduct any investigation deemed necessary with respect to this Section. Should City have probable cause to believe a violation of this Section has occurred, irrespective of whether a court of competent jurisdiction has made such a determination, such violation shall be considered a material breach of this MOU and, notwithstanding the termination notice and time limitations contained within Section Two (2) of this MOU, shall furthermore be grounds for termination at any time at the discretion of the City upon written notice as required under Section 13 of this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives as of the date first above written.

City:
City of Pueblo-Colorado

Service Provider:
Health Solutions

By: _____

By: _____

Name: _____

Jason Chippeaux, CEO

Title: _____

Exhibit A

Statement of Work

I. Services Provided By Pueblo Police Department (PPD)

1. Training by (PPD) for the Health Solutions Outreach and Engagement Services (SOS) Program team members to include:
 - Radio operations
 - Codes
 - PPD Standard Operating Procedures
2. Participation of PPD and SOS in weekly Outreach and Engagement collaborative meetings for Case Conferencing.
3. Dispatching the Health Solutions Outreach and Engagement SOS Program team members using the established triage screening process with 911 dispatch.

II. Services of Health Solutions

1. SOS Team will consist of a Clinician, EMT, and Peer.
2. The SOS Team will not be armed and will not perform any law enforcement duties.
3. SOS will not respond to incidents that involve violence or life-threatening medical situations.
4. The SOS Team will respond to the following calls:
 - Assist
 - Intoxicated Person
 - Suicidal Series
 - Welfare Check
 - Indecent Exposure
 - Trespass/Unwanted Person
5. Health Solutions will work with PPD Officers and PPD Dispatch to create and implement a decision tree for Dispatch to use when deciding if SOS is appropriate to dispatch.
6. The SOS Team will initially start with one Team (Clinician, EMT, Peer). They will work from 10 am to 10 pm. The days of the week will vary and will be discussed with PPD at the beginning of each month. Days may be either Tuesday, Wednesday, and Thursday or Friday, Saturday, and Sunday. It is contemplated a second team may later be established so that 6 (six) days a week will be covered (Monday no coverage).

III. Provisions

1. All Health Solutions Outreach and Engagement SOS team members will complete the Background clearance with City before receiving access to the radio and any computer network or database used, accessed or facilitated by City.
2. Health Solutions will request, as necessary, through any state, county, or local regulatory body, access to the radio system. City agrees to assist Service Provider by providing any necessary documentation and training to said state, county, or local regulatory bodies in order to facilitate Service Provider being able to access the radio system. Service Provider must adhere to all policies related to the use of

the portable and mobile radios as directed by the City including their use only within city limits.

3. Should City not have a sufficient number of radios for use by Service Provider, Health Solutions will purchase additional radios for use by the SOS team members in amounts and at costs agreed to by Health Solutions.
4. Upon termination of this MOU, all City-owned equipment or property, be it leased to, on loan to, or provided in any manner to Service Provider and any of its employees, agents, representatives, subcontractors and consultants, shall be returned to City upon request unless other arrangements have been made and confirmed in writing between the parties.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL INSURANCE CRIME BUREAU (NICB) AND THE CITY OF PUEBLO RELATING TO AUTHORIZED ACCESS TO NICB RESOURCES TO ASSIST IN THE INVESTIGATION OF THEFT AND FRAUD-RELATED CRIMES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a memorandum of understanding which, upon execution, will allow the Pueblo Police Department to have continued access to resources which the department uses to investigate theft and fraud-related crimes.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

NICB maintains a database of information to assist law enforcement in the investigation of theft and fraud-related crimes. This is possible through a collaborative effort between insurance companies, the people they serve, and law enforcement agencies across the country. NICB also provides additional support to law enforcement through training opportunities, documents, and other investigative assistance. These efforts are intended to both solve and prevent crime.

The Pueblo Police Department has relied upon NICB's assistance and expertise in the past with respect to conducting investigations locally. The Pueblo Police Department considers these resources to be extremely important to its mission of solving/preventing crime and would like to continue its relationship with NICB in order to do so. In order to obtain continued access to these resources, NICB is requiring participating agencies to agree to a memorandum of understanding with NICB.

FINANCIAL IMPLICATIONS:

There are no financial implications with respect to this ordinance.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Council can choose to decline entering into the agreement and the Pueblo Police Department will lose access to NICB resources.

RECOMMENDATION:

Approval of the ordinance.

ATTACHMENTS:

1. Law Enforcement ISO Claim Search Access Memorandum of Understanding-Pueblo PD

ORDINANCE NO. 10566

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL INSURANCE CRIME BUREAU (NICB) AND THE CITY OF PUEBLO RELATING TO AUTHORIZED ACCESS TO NICB RESOURCES TO ASSIST IN THE INVESTIGATION OF THEFT AND FRAUD-RELATED CRIMES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to approve and enter into agreements and memorandums of understanding; and

WHEREAS, approval of the Memorandum of Understanding for the purposes for which it has been made is in the best interest of the City; NOW, THEREFORE,

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

SECTION 1.

The Memorandum of Understanding between the National Insurance Crime Bureau ("NICB") and the City of Pueblo, pertaining to access to the resources of NICB in order to investigate and prevent theft and fraud-related crimes, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The President of City Council and the Mayor are authorized to execute the Memorandum of Understanding in the name of the City, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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 September 25, 2023.

Final adoption of Ordinance by City Council on October 10, 2023.



President of City Council

Action by the Mayor:

☒ Approved on October 12, 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

LAW ENFORCEMENT ISO CLAIMSEARCH ACCESS MEMORANDUM OF UNDERSTANDING

This Law Enforcement ISO ClaimSearch Access Memorandum of Understanding (“MOU”) is made and entered into by and between the National Insurance Crime Bureau (“NICB”), an Illinois not-for-profit corporation located at 1111 E. Touhy Avenue, Suite 400, Des Plaines, Illinois 60018 and the City of Pueblo, a Municipal Corporation, and its Police Department (“Agency”) (“NICB” and, together with “Agency,” hereafter referred to from time to time individually as “Party” or collectively as “the Parties”) and is effective as of the date of the last signature to this Agreement (“Effective Date”).

RECITALS

WHEREAS, NICB is an Illinois not-for-profit corporation dedicated to fighting insurance-related crime and fraud, and gathering and disseminating information related to insurance crime and fraud for the benefit of NICB member companies, law enforcement, regulatory authorities and the general public; and

WHEREAS, Verisk Analytics Inc. (“Verisk”) owns ISO ClaimSearch, and NICB contracts with Verisk in order to credential and provide law enforcement agencies and their personnel access to ISO ClaimSearch on the condition that NICB pass through certain terms to the law enforcement agency;

WHEREAS, Agency is a law enforcement agency whose mission is to protect and serve the people of the applicable jurisdiction; and

WHEREAS, NICB and Agency desire to work together to exchange information and data that will allow both Parties to more easily detect and prevent insurance-related crime and fraud;

NOW THEREFORE, in consideration of the promises and obligations contained in this MOU, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Access. Subject to the terms of this MOU, during the Term, NICB hereby grants to Agency a non-exclusive, non-transferable, non-assignable, limited, revocable right to allow employees with access credentials within their organization the right to access and use the ISO ClaimSearch for: (1) investigating or prosecuting crime, including but not limited to insurance-related crime and fraud; and (2) investigating or prosecuting individuals relevant to homeland security activity. (collectively the “Purpose”).
2. Access Credentials. In order to access the ISO ClaimSearch, Agency must appoint an administrator (“Administrator”) to receive access credentials to the ISO ClaimSearch. The Administrator, in turn, may designate individuals employed by Agency (“Designees”) to receive access credentials to ISO ClaimSearch.
3. Confidentiality.
 - A. All non-public information and data contained within ISO ClaimSearch pursuant to this Agreement shall be considered as confidential information

("Confidential Information"). Confidential Information shall be held in the strictest confidence and shall not be released, disseminated, used, accessed, copied, shared, transferred, or disclosed by Agency, except as strictly necessary for the Purpose.

- B. Confidential Information shall not include any information, however designated or marked, that: (i) is publicly available, or subsequently becomes publicly available, after the time it was communicated to the recipient through no breach of this MOU by the recipient; (ii) was in the recipient's possession free of any obligation of confidence prior to being communicated to the recipient by the disclosing party, or is in the recipient's possession free of any obligation of confidence subsequent to the time it was communicated to the recipient by the disclosing party; (iii) is independently developed by employees or agents, without use of the data contained in the ISO ClaimSearch, of the recipient and can be so proven by recipient; or (iv) is obtained by the receiving party from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality.
 - C. It shall not be a violation of Section 3 of this MOU for Agency to disclose Confidential Information as required by standard legal procedure in order to prosecute crime. Further, disclosure is permitted in response to a lawful subpoena or other legal process served upon Agency or where applicable law requires the disclosure of Confidential Information, provided that: (i) if not prohibited under applicable law, Agency, prior to disclosing such information, gives reasonable written notice to NICB sufficient to permit NICB to seek a protective order if it so chooses; and (ii) in all cases, Agency discloses only that information that is legally required to be disclosed. For clarity, any of the Confidential Information Agency discloses pursuant to this Section 3. c. shall remain subject to the confidentiality requirements under this MOU for all other purposes.
4. Agency Obligations. In exchange for access to ISO ClaimSearch, the Agency agrees to comply with the following obligations:
- A. Administrator. Agency shall appoint an Administrator who shall be identified to NICB and shall be responsible for adding or removing Designees, as appropriate, as well as maintaining a list of active Designees. No Designee may be granted access to ISO ClaimSearch without Administrator approval. The Administrator shall be the Agency contact responsible for fulfilling Agency obligations required under this MOU.
 - B. Designees. Designees shall be restricted to active Agency employees who: (1) are in good standing and not under suspension for any criminal or civil violation, or under active criminal investigation or indictment ("Good Standing"); and (2) have a need to know the Confidential Information for the Purpose.

- C. Vetting. Agency shall have in place a vetting process to ensure minimum standards for each Designee to qualify for access to ISO ClaimSearch are met, including the following determinations for each Designee:
- i. the Designee's need for access;
 - ii. which level of access is required for the Designee and for what purpose;
 - iii. ensuring Designee's access conforms to this Agreement;
 - iv. ensuring Designee's access is based on the Designee's need to know in order to carry out the Purpose; and
 - v. documenting the above determinations.
- D. Responsibility. The Administrator shall be responsible for, and shall supervise and control, all Designee access to ISO ClaimSearch. The Administrator shall implement an internal process whereby Designee usage is documented and monitored to ensure that that Designee usage conforms with the Purpose and this MOU. Agency shall immediately notify NICB of any access or usage of ISO ClaimSearch that does not comply with this Agreement and shall prohibit Designee from any further access or usage of ISO ClaimSearch until future access is expressly approved, in writing, by NICB.
- E. Training. Agency shall ensure that Designees complete all training and certifications required in order to gain access; and all periodic training either assigned by NICB, the ISO ClaimSearch platform, or otherwise in order to maintain access.
- F. Termination of Access. Agency shall immediately terminate Designee's access to ISO ClaimSearch:
- i. when Designee's is no longer employed by Agency;
 - ii. when Designee no longer has a legitimate Purpose to have access to ISO ClaimSearch; or
 - iii. if a Designee is no longer in Good Standing.
- G. Privacy and Security Policies. Agency will, at all times, ensure that access and use of ISO ClaimSearch complies with the NICB Privacy and Security Policy, and the ISO Privacy and Security Policies, including any updates and amendments that may be issued from time to time.
- H. Controls for the Protection of Confidential Information. Agency shall maintain during the term of this MOU, and at all times thereafter in which Agency maintains Confidential Information in its possession or control, an information security program that provides for the administrative, technical, and physical safeguards designed to adequately protect the security and confidentiality of Confidential Information in Agency's possession or control in accordance with

applicable federal, state and local laws, rules, and regulations. At a minimum, Agency's safeguards for the protection of Confidential Information shall include:

- i. limiting access of Confidential Information to authorized employees;
 - ii. maintaining an adequate network firewall;
 - iii. securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including but not limited to devices with information storage capability;
 - iv. implementing secure storage and disposal of Confidential Information;
 - v. implementing authentication, and access controls within operating systems and equipment; and
 - vi. implementing appropriate personnel security and integrity procedures and practices, including conducting background checks consistent with applicable law and providing appropriate privacy and information security training to Agency employees.
5. Audits. NICB may issue a security assessment questionnaire and conduct independent onsite security assessments of Agency related to Agency's compliance this Agreement. For any onsite inspection, NICB will provide at least 30 days prior written notice. Such assessments shall not occur more than once per calendar year, at a time that minimizes operational interruptions to Agency. Agency's failure to adequately respond in a timely manner to a security assessment questionnaire, timely submit to an onsite inspection, or timely or adequately, in NICB's sole determination, remedy any compliance or security concern raised by NICB, may result in immediate suspension of Agency's ISO ClaimSearch access pursuant to Section 10 of the MOU.
6. Security Breach.
 - A. Notification. Agency shall promptly, but in no case later than 48 hours, notify NICB of any confirmed or based on a good faith determination by NICB or Agency there is a significant risk to Confidential Information unauthorized or improper access to or use or disclosure of Confidential Information while in the possession or control of Agency, its Administrator or its Designees ("Security Breach").
 - B. Mitigation and Cooperation. Agency shall promptly implement steps to remediate and mitigate the effects of any Security Breach. Agency shall cooperate with reasonable requests for information from NICB or its representatives regarding the Security Breach. To the extent possible, Agency shall promptly provide a written description of the number of individuals' data involved, the location (i.e., State) of the individuals, the amount of data involved, the type of data involved and any other relevant information

reasonably requested by NICB or as otherwise required to be provided by applicable law.

7. Representations and Warranties. Agency represents and warrants the following:

- A. Agency is a professional, reputable, and trustworthy organization that serves the public.
- B. Agency is not under suspension for any criminal or civil violation; or under active criminal investigation or indictment.
- C. Agency will not provide access to any Designee who is not in Good Standing.
- D. Agency, its Administrator, and its Designees have a justifiable reason for requiring access to ISO ClaimSearch that is consistent with the Purpose.
- E. Agency either (a) has an established working relationship with NICB, or (b) will take steps in order to establish a new relationship with NICB.
- F. Agency agrees to comply with all applicable federal, state, and local data privacy and security laws, rules and regulations, and applicable industry standards related to or concerning the protection of data.

8. Indemnity. As Agency is a governmental entity bound by the laws of Colorado, NICB and Agency agree there is no indemnification requirement provided in this MOU. NICB and Agency further agree any indemnity provision contained within any security policy and/or agreement between NICB and Agency is unenforceable.

9. Disclaimer of Warranties. Limited Use; No Reliance. Information contained within ISO ClaimSearch is provided "AS IS, WHERE IS" and intended to be used as investigative leads only, in support of investigations of criminal activity in accordance with the Purpose. Agency should not make prosecution decisions based solely upon information contained in ISO ClaimSearch. NICB HEREBY DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE INFORMATION CONTAINED WITHIN ISO CLAIMSEARCH.

10. Term and Termination.

- A. Term. This MOU shall commence as of the Effective Date and will remain in effect until either Party terminates this MOU by providing 30 days' written notice to the other party of the termination whereupon the MOU will terminate at the end of the 30-day notice period.
- B. Immediate Termination. NICB may immediately terminate this MOU if the Agency materially breaches its obligations under this MOU.

11. Survival. Upon termination of this MOU, the provisions of this MOU concerning the ongoing interests of the parties shall continue and survive in full force and effect.

12. Assignment. Neither Party may assign or transfer any rights or obligations under this MOU without the prior written consent of the other Party. Any attempt to transfer all or part of either Party's rights or obligations without such consent is null and void and of no effect.
13. Notices. All notices between the parties will be in writing and will be delivered as follows, with notice deemed given as indicated (a) by personal delivery, when delivered personally; or (b) by overnight courier, upon the courier's confirmation of delivery. In either case, a copy shall be sent via email. Notices to the Agency will be sent to the email and address provided by Agency at the time of application for credentialing. Notices to NICB will be sent to the addresses, including e-mail addresses, set forth as follows, or such other address as is provided by notice as set forth herein:
- National Insurance Crime Bureau
1111 E. Touhy Avenue, Suite 400
Des Plaines, Illinois 60018
Attn: General Counsel
Email: pmartin@nicb.org; rcooper@nicb.org
14. Severability. Any term or provision of this MOU held to be illegal or unenforceable will, if possible, be interpreted so as to be construed as valid, but in any event the validity or enforceability of the remainder hereof will not be affected.
15. No Waiver. The waiver of, or failure to enforce, any breach or default hereunder will not constitute the waiver of any other or subsequent breach or default.
16. No Joint Venture. The relationship of the parties hereunder will be that of two independent contracting parties, and nothing herein will be deemed to create a joint venture, partnership, agency or employer/employee relationship. In no event will either party be permitted to make any MOU, or represent that it is authorized to make any MOU, on behalf of the other party, without the prior written consent of such other party.
17. Entire Agreement. This MOU sets forth the entire agreement between the parties related to the subject matter herein, and supersedes any and all prior agreements, proposals, understandings, discussions, MOUs, and representations between them, whether written or oral. This MOU may be changed only by mutual MOU of the parties in writing. This MOU may be executed in counter-parts with electronic signatures to be deemed valid and binding.

[Signatures immediately to follow on page 7 of 7]

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives.

National Insurance Crime Bureau

Agency: _____

ORI or ORIs to which this MOU applies:

Signed: _____

Name: _____

Title: _____

Date: _____

Signed: _____

Name: _____

Title: _____

Email: _____

Date: _____



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: October 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Bryan Gallagher, Director of Housing and Citizen Services

SUBJECT: AN ORDINANCE APPROVING AND ADOPTING A SUBSTANTIAL AMENDMENT TO THE CITY OF PUEBLO'S FY2020 ACTION PLAN TO ADD AN ADDITIONAL PROJECT TO THE FY2020 ANNUAL ACTION PLAN TO ACQUIRE AND REHABILITATE 710 W. 4TH STREET, PUEBLO, CO TO PROVIDE A WARMING SHELTER UTILIZING CASE MANAGEMENT AND NAVIGATION SERVICES FOR THE HOMELESS AND AUTHORIZING THE MAYOR TO EXECUTE AND SUBMIT THE SUBSTANTIAL AMENDMENT TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SUMMARY:

This Ordinance approves a substantial amendment to the FY2020 Action Plan adopted through Ordinance No. 9951 on June 14, 2021. This substantial amendment to the FY2020 Action Plan incorporates the acquisition and rehabilitation of 710 W. 4th Street, Pueblo, CO for the purpose of providing a warming shelter, case management, and navigation services for the homeless. This Ordinance adds an additional project to the FY2020 Annual Action Plan and re-distributes (\$400,000.00) of CDBG-CV funding to complete the project. The U.S. Department of Housing and Urban Development's approval of the substantial amendment to the City's FY2020 Annual Action Plan is required to access the funding.

PREVIOUS COUNCIL ACTION:

The City Council passed the FY2020 Annual Action Plan under Ordinance No. 9951 on June 14, 2021.

BACKGROUND:

As an entitlement city, the City of Pueblo is required by the U.S. Department of Housing

and Urban Development (HUD) to complete an Annual Action Plan for each of the years of the Consolidated Plan. The City of Pueblo received CDBG-CV funds through the CARES Act. The City is required to complete a Substantial Amendment to the Annual Action Plan when projects are added or deleted or when the funding within the Annual Action Plan is changed by more than ten percent. This Substantial Amendment to the FY2020 Annual Action Plan incorporates the acquisition and rehabilitation of the facility located at 710 W 4th Street into the FY2020 Annual Action Plan and reallocates \$400,000.00 of CDBG-CV Grant funding. The adoption of the substantial amendment to the FY2020 Annual Action Plan and accompanying documentation serves to amend the City's original application to HUD for the FY2020 Community Development Block Grant (CDBG) and HOME Investment Partnership Act Grant (HOME).

A public meeting was held to receive citizen input and to hear applicant presentations on July 19, 2023. Notice of the proposed Substantial Amendment to the Annual Action Plan was published on August 29, 2023, and the text thereof made available to the public for review on August 29, 2023, formally opening the public comment period for thirty-days. Public meetings were held on September 6, 2023, and September 20, 2023. Copies were available at the Department of Housing and Citizen Services, and the City's website.

FINANCIAL IMPLICATIONS:

The FY2020 Annual Action Plan shall be amended accordingly:

Action/Account	Project Description	Amount
Add Project CDCV-070	Acquisition of Emergency Shelter	\$400,000
Reduce funding to Project CDCV-020	COVID Testing/Sewer Analysis	(\$50,000)
Reduce funding to Project CDCV-050	Non-Profit Assistance	(\$350,000)
	Net Change	(\$-0-)

BOARD/COMMISSION RECOMMENDATION:

The Citizen's Advisory Committee reviewed and ranked the proposed project during receipt of this years annual CDBG grant requests.

STAKEHOLDER PROCESS:

The following stakeholder processes were undertaken by the Department of Housing and Citizen Services: Community Development grant requests were received during May of 2023 following a notice of funding availability. Applicants presented proposed projects to the CAC on July 19, 2023. The CAC reviewed and ranked the applications received following the presentations. The CAC voted to award funding based on the rank of the application, moving from highest rank to lowest until funds were exhausted on August 9, 2023.

ALTERNATIVES:

The City Council can choose to not to adopt the Substantial Amendment to the FY2020 Annual Action Plan.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2020 AAP Public Notice - CDBG-CV Amendment V2

ORDINANCE NO. 10567

AN ORDINANCE APPROVING AND ADOPTING A SUBSTANTIAL AMENDMENT TO THE CITY OF PUEBLO'S FY2020 ACTION PLAN TO ADD AN ADDITIONAL PROJECT TO THE FY2020 ANNUAL ACTION PLAN TO ACQUIRE AND REHABILITATE 710 W. 4TH STREET, PUEBLO, CO TO PROVIDE A WARMING SHELTER UTILIZING CASE MANAGEMENT AND NAVIGATION SERVICES FOR THE HOMELESS AND AUTHORIZING THE MAYOR TO EXECUTE AND SUBMIT THE SUBSTANTIAL AMENDMENT TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City of Pueblo is an entitlement city under the Housing and Community Development Act of 1974, and received CDBG Grant Funds and CDBG-CV Grant Funds for fiscal year 2020; and

WHEREAS, the City of Pueblo conducted a citizen participation process in accordance with the requirements of 24CFR91 that included two public hearings in 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 proposed amended annual action addressing community needs; NOW, THEREFORE,

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

SECTION 1.

Establishing Project No. CDCV-070 – Acquisition of Emergency Shelter.

SECTION 2.

The funds are available in Fund 250, transferring \$50,000.00 from Project No. CDCV-020 and \$350,000.00 from Project No. CDCV-050 into Project No. CDCV-070, and those funds will be dedicated to this Project.

SECTION 3.

The City Council hereby finds and determines that the Substantial Amendment of the City of Pueblo's FY2020 Action Plan to acquire and rehabilitate 710 W. 4th Street, Pueblo, CO for the purposes of providing warming shelter, case management, and navigation services is consistent with the City of Pueblo's Consolidated Plan and is based on needs identified through public and stakeholder outreach, as required by HUD, and is hereby approved, adopted, and incorporated herein.

SECTION 4.

The Mayor is hereby authorized to execute and submit, in the name of the City of Pueblo, the applications (SF-424/SF-424D) and the Substantial Amendment to the FY2020

Action Plan, together with all required and necessary certifications, assurances, and documentation to the U.S. Department of Housing and Urban Development.

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 September 25, 2023.

Final adoption of Ordinance by City Council on October 10, 2023.



President of City Council

Action by the Mayor:

☒ Approved on October 12, 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

NOTICE OF SUBSTANTIAL AMENDMENT TO THE 2020 ANNUAL ACTION PLAN AND NOTICE OF PUBLIC HEARING

City of Pueblo, CO and Pueblo Consortium Community Development Block Grant Program (CDBG), Community Development Block Grant Program– CARES ACT (CDBG-CV), and HOME PROGRAM FY 2020 Annual Action Plan

Notice is hereby given that the City of Pueblo is amending its Annual Action Plan (AAP) for FY 2020. The City applied for and received FY 2020 Community Development Block Grant (CDBG), Community Development Block Grant – CARES ACT funding (CDBG-CV), and HOME Program (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). The City will conduct public hearings on the substantial amendment to the CDBG-CV funds received from HUD for the FY2020 Program Year. In accordance with the federal regulations at 24 CFR, Part 91, the City of Pueblo will amend its Annual Action Plan (AAP) for FY 2020, which will be submitted to HUD on or before October 11, 2023.

The purpose of these public hearings is to present the proposed amended annual action plan to the public and obtain the views and comments of citizens, public agencies and other interested persons relative to housing and community development needs that may be addressed by CDBG-CV funds. The first public meeting will be held on September 6, 2023, at 3:00 p.m. in the Community Room at 2631 E. 4th Street, Pueblo, Colorado 81001. The City of Pueblo will hold a second public meeting on September 20, 2023 at 3:00 p.m. in the Community Room at 2631 E. 4th Street, Pueblo, Colorado 81001.

The City will also accept comments from the public via email at housing@pueblo.us as part of this public meeting. To facilitate participation by persons with special needs, please contact housing@pueblo.us to make arrangements at least 3 business days prior to the hearing.

The City expects to publish a draft amendment to the FY 2020 AAP on or before August 28, 2023. A copy of this document will be placed on public display on the City of Pueblo's website: www.pueblo.us/257/Doucments-Forms for a thirty-day review period beginning on or about August 30, 2023.

It is expected that the City Council will approve the annual plan during the October 10, 2023 meeting.

Interested persons are encouraged to express their views on the Substantial Amendment to the FY 2020 AAP via email by sending comments to Bryan Gallagher at housing@pueblo.us or in writing to Housing and Citizen Services, 2631 E. 4th Street, Pueblo, CO 81001. All comments received by September 29, 2023, will be considered.





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2024 SPECIAL ELECTION – MAYORAL RUNOFF

SUMMARY:

This Ordinance approves an Intergovernmental Agreement with Pueblo County to aid the City as the City administers the January 23, 2024 Special Municipal Election, to be conducted as a Mail Ballot Election.

PREVIOUS COUNCIL ACTION:

Pursuant to §1-1-111(2), C.R.S., the City may contract with the County Clerk and Recorder of the County in which the political subdivision is organized to perform all or part of the required duties in conducting the election. The City has approved an IGA for Election Services each year the City has participated in a Coordinated Election with the County; while the County will not be conducting this election, they have offered to assist in a variety of ways laid out in this agreement.

BACKGROUND:

The City is a home-rule city charged with the responsibility of providing for and governing the conduct of all its municipal elections pursuant to Articles 2, 3, 17, 18 and 19 of its Charter and Article XX of the Colorado Constitution. Section 1-7-116 C.R.S. requires entry into and performance of an intergovernmental agreement where political subdivisions and the County Clerk and Recorder cooperate. The IGA outlines the allocation of the responsibilities between the City and the County in the conduct of the election.

FINANCIAL IMPLICATIONS:

The City shall pay to the County Clerk any costs associated with this IGA, including any required County staff overtime or comp time and for any damage to used property. Funding for the costs associated with conducting the Special Election is being allocated as a Capital Project in the 2024 budget.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

It is more cost effective for the City to accept the assistance and use of the County property and personnel; alternatives would be to attempt to figure out individual rental and usage agreements for all equipment and necessary training, which would be expensive and time consuming.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10568

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2024 SPECIAL ELECTION – MAYORAL RUNOFF

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

SECTION 1.

The Intergovernmental Agreement for election services between the City of Pueblo, a Colorado Municipal Corporation and the County of Pueblo, a political subdivision of the State of Colorado, 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 Intergovernmental 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 to implement the policies and procedures described herein.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 25, 2023.

Final adoption of Ordinance by City Council on October 10, 2023.



President of City Council

Action by the Mayor:

☒ Approved on October 12, 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: October 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: George Hypolite, City Attorney

SUBJECT: AN ORDINANCE FIXING THE MONTHLY SALARIES OF THE MEMBERS AND PRESIDENT OF THE CITY COUNCIL AT \$2,100 AND \$2,700 RESPECTIVELY

SUMMARY:

The attached proposed Ordinance increases the salary of the President of City Council from \$900 to \$2,700 per month and increases the salary of the other Members of City Council from \$700 to \$2,100 per month, effective January 1, 2024.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

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

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

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance

STAKEHOLDER PROCESS:

Not applicable to this Ordinance

ALTERNATIVES:

Failure to adopt this Ordinance will result in the current salaries of the President and Members of City Council remaining unchanged.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE FIXING THE MONTHLY SALARIES OF THE
MEMBERS AND PRESIDENT OF THE CITY COUNCIL AT \$2,100
AND \$2,700 RESPECTIVELY

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

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

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

SECTION 1.

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

President of City Council	\$2,700
Member of City Council	\$2,100

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 25, 2023.

Final adoption of Ordinance by City Council on October 10, 2023.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 10, 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 A SUBRECIPIENT AGREEMENT AUTHORIZING PAYMENT IN AN AMOUNT OF UP TO \$900,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT TO NEIGHBORWORKS SOUTHERN COLORADO, INC. TO CONSTRUCT NECESSARY INFRASTRUCTURE IMPROVEMENTS FOR AFFORDABLE HOUSING UNITS AS AUTHORIZED BY SECTION 603(C)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 C.F.R. § 35.6 (B) (3) (II) (A) (5) AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This ordinance authorizes the transfer of funds in the amount of up to \$900,000 from project CI2113 American Rescue Plan Act to NeighborWorks Southern Colorado, Inc. through a subrecipient agreement to build necessary water and sewer infrastructure for some sixty (60) units of affordable housing in the City of Pueblo. This payment is authorized by Section 603(c)(1)(A) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 C.F.R. 35.6 § (b)(3)(ii)(A) (5).

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved 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 Rescue 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:

On March 11, 2021, President Biden signed the U.S. Senate-amended H.R.1319 (P.L.117-2), now known as ARPA, and 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"). Statistics demonstrate that the COVID-19 pandemic was

especially devastating to the City and surrounding areas of Pueblo County:

- The infection rate of the Pueblo County population is the second highest in the state at 12.1% (only .3% less than Adams County);
- Pueblo County suffered the highest death rate in the state, with 2.1% of positive cases resulting in death;
- Pueblo County accounts for just under 3% of Colorado's population, but 6% of the state's COVID-19 deaths occurred here.

To remedy some of the impacts within the City, NeighborWorks will utilize the \$900,000 to provide water and sewer infrastructure improvements necessary to construct sixty (60) affordable housing units for its Shared Equity Homeownership Program.

FINANCIAL IMPLICATIONS:

Funding for this project will be paid out of Project No. CI2113 – American Rescue Plan Act.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could not authorize payment for the infrastructure improvements necessary to construct affordable housing units.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Subrecipient Agreement - NeighborWorks (Clean)

ORDINANCE NO. 10569

AN ORDINANCE APPROVING A SUBRECIPIENT AGREEMENT AUTHORIZING PAYMENT IN AN AMOUNT OF UP TO \$900,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT TO NEIGHBORWORKS SOUTHERN COLORADO, INC. TO CONSTRUCT NECESSARY INFRASTRUCTURE IMPROVEMENTS FOR AFFORDABLE HOUSING UNITS AS AUTHORIZED BY SECTION 603(C)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 C.F.R. § 35.6 (B) (3) (II) (A) (5) AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Subrecipient Agreement ("Agreement") between Pueblo, a Colorado Municipal Corporation and NeighborWorks of Southern Colorado, Inc., attached hereto, and the Award of ARPA funds from Project No. CI2113 – American Rescue Plan Act is hereby approved.

SECTION 2.

After the Agreement is approved as to form by the Department of Law, 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 for this Agreement shall be paid from Project No. CI2113 – American Rescue Plan Act.

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 therein.

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 September 25, 2023.

Final adoption of Ordinance by City Council on October 10, 2023.



President of City Council

Action by the Mayor:

☒ Approved on October 12, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

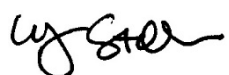
☐ Council did not act to override the Mayor's veto.

☐ 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

CITY OF PUEBLO, COLORADO
SUBRECIPIENT AGREEMENT
AMERICAN RESCUE PLAN ACT (SLFRF FUNDS)

This Subrecipient Agreement ("Agreement") is entered into by and between the City of Pueblo, a municipal corporation and home rule city formed under the laws of the State of Colorado ("City") and NeighborWorks Southern Colorado, Inc., a Colorado nonprofit entity ("Subrecipient") (individually "Party", collectively "Parties"). The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the City by the Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Subrecipient to carry out specific eligible activities on behalf of City.

WITNESSETH

WHEREAS, City has received SLFRF funds from Treasury under ARPA;

WHEREAS, City is authorized by ARPA to disburse all or a portion of its SLFRF funds to Subrecipients, which carry out eligible uses, as defined under SLFRF on behalf of City;

WHEREAS, the Subrecipient has applied to City for an eligible use of SLFRF funds;

WHEREAS, based on the Subrecipient's project application for SLFRF funds in the form attached hereto as **Exhibit A**, City has determined that the Subrecipient's Project in **Exhibit A** is an eligible use of SLFRF funds under ARPA; and

WHEREAS, City has awarded the Subrecipient SLFRF funds in the amount of \$900,000.00("Award"), subject to City and the Subrecipient entering into this Agreement with respect to the use of said funds;

WHEREAS, Subrecipient, as an express condition of Award, (1) agrees sixty (60) units of Subrecipient's project must participate in the Subrecipient's Shared Equity Homeownership Program, and (2) agrees to record deed restrictions, as more particularly identified below, with every parcel sold.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Subrecipient agree as follows:

1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS

- A. City shall pay Subrecipient the Award to cover necessary expenses related to the activities specifically described in the Subrecipient's application ("Project"). If there is a conflict between the terms and provisions in the Subrecipient's application and this Agreement, the

terms of this Agreement shall govern.

- B. Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible uses under ARPA and this Agreement.
- C. Subrecipient may revise the scope of the Project with prior written approval from City's Mayor, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds. In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by City unless Subrecipient makes a request for and City's City Council approves additional funds. City, in its sole and absolute discretion, may approve and authorize additional SLFRF funds for the Project. However, no such additional allocation is guaranteed.
- D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The City shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until City determines Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting for the Project in accordance with ARPA and this Agreement shall be deemed automatically extended until said audit and reporting is completed.

3. PAYMENTS

- A. *Reimbursement Payment.* City shall pay the Award to Subrecipient on a reimbursement of eligible cost basis. Subrecipient shall submit reimbursement requests to the City no later than fifteen (15) days after the end of each calendar month for the duration of the Project. Such requests shall be in a form acceptable to City and include, where applicable for construction projects, certification by Subrecipient's engineer that the amounts are eligible Project costs. Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* City, in its sole and absolute discretion, may elect to pay Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by City. Advance payments

must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipients actual, immediate cash requirements in carrying out and completing the work of the Project.

- C. *Withholding or Cancellation of Funds.* City reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, City may cancel payment of any portion of the Award City, in its sole and absolute discretion, determines to be surplus. City shall be relieved of any obligation for payments if funds allocated to City cease to be available.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the City.
- E. *Recoupment.* The Award is subject to recoupment by Treasury and/or City for the Subrecipient's failure to use the funds for the Project in strict accordance with ARPA and this Agreement.

4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS

- A. *Timing Requirements.* Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021, to December 31, 2026, if the obligations are incurred by December 31, 2024, and liquidated by December 31, 2026.
- B. *Reporting Requirements.* Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by City including, but not limited to, the SLFRF Reporting Requirements attached to this Agreement as **Exhibit B**. Such reporting requirements shall extend beyond the term of this Agreement. City reserves the right to inspect, at any time, Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years after Closeout, whichever is greater.

5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

In addition to the requirements set forth in ARPA, use of the Award may be subject to various other Federal, State, and Local laws. Subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

6. USE AND DISPOSITION OF PROPERTY

SUBRECIPIENT AGREEMENT AMERICAN RESCUE PLAN ACT (SLFRF FUNDS)

Page 3 of 27

A. Disposition of Expendable/Non-Expendable Real and Personal Property:

- a. The Subrecipient agrees to follow 2 CFR § 200.311 through 200.315 in regard to all real and personal property purchased in whole or in part with funds under this Agreement. These sections of 2 CFR Part 200, Subpart D govern the title, use, management, and disposition of real and personal property, including but not limited to the following:
 - i. Management requirements: The Subrecipient must have procedures in place for managing real property and equipment, whether acquired in whole or in part under a Federal award, until disposition takes place. These procedures at a minimum, must meet the following requirements:
 1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property;
 2. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years;
 3. A control system must be developed to ensure adequate safeguards to prevent property loss, damage, or theft. Any loss, damage, or theft must be investigated;
 4. Adequate maintenance procedures must be developed to keep the property in good condition; and
 5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- b. Disposition: Barring any changes in regulations for ARPA funds by the Treasury, the Subrecipient must obtain written authorization from the City before disposing of an item of real or personal property with an original cost exceeding \$1,000 (City's threshold) that was purchased with funds disbursed under this Agreement.
 - i. All proceeds from the sale of real or personal property purchased with any funds disbursed under this Agreement must be returned to the City within thirty (30) days of receipt and include a notation of the grant the funds were received under. The Subrecipient agrees City may file the appropriate legal instrument(s) necessary to

protect the City's financial interest and that the City has not waived any rights in property purchased with funds under this Agreement. City will then be responsible for returning the funds to the appropriate Federal agency or using them for a purpose under Federal regulations.

7. RETURN OF FUNDS; RECOUPMENT

Subrecipient shall return any Award funds not obligated by December 31, 2024 to City. The Subrecipient must also return Award funds obligated by December 31, 2024 but not expended by December 31, 2026.

If City determines Subrecipient's use of the Award does not comply with ARPA or this Agreement, City shall provide Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within thirty (30) calendar days of receipt of such notice from Treasury or City, Subrecipient may submit to City either (1) a request for reconsideration requesting the City seek a reconsideration of any amounts subject to recoupment or (2) written consent to the notice of recoupment.

If Subrecipient has not submitted a reconsideration request, or if City denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within thirty (30) calendar days of the request for consideration deadline or the City's denial of the request.

8. PROCUREMENT

- A. Subrecipient must have and use documented procurement procedures consistent with Federal, State, local, and tribal laws and regulations and the standards of this section for the acquisition of property or services required under a Federal award or subaward. Additionally, the Subrecipient's documented procurement procedures must conform to the procurement standards identified in 2 CFR § 200.318 through 200.327, including but not limited to the following. If the Subrecipient does not have documented procurement procedures, they must follow the City's procurement policy.
 - 1. Maintaining a code or standard of conduct governing the performance of the Subrecipient's officers, employees or agents who award and administer contracts supported with Federal funds.
 - 2. All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards in 2 CFR § 200.319 through 200.320. No sole source procurement (obtaining only one bid) is permitted without prior approval for all purchases except small purchases as defined in 2 CFR § 200.320 and 48 CFR Part 2, Subpart 2.1.
 - 3. Invitations for bids shall be based on specifications developed by the Subrecipient. Said specifications shall be detailed to the extent necessary to solicit comparable bids without

unduly limiting competitive bidding.

4. Bids will be awarded on the basis of the lowest and best bid, price and other factors considered.
5. The Subrecipient agrees to purchase services, goods and materials on an “as needed basis” and at the “lowest price obtainable”.
6. The Subrecipient will maintain procurement files outlining procurement efforts for each bid, including names and addresses of bidders solicited, and information pertaining to advertising. Information will also be maintained of bid tabulations, justification of bid award, letters of notification to bidders regarding bid award, and any other pertinent information.

9. FAILURE TO PERFORM

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, City reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency; and
- B. suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, City's right to terminate as provided in Section 8 below. City may also consider performance under this Agreement when considering future awards.

10. TERMINATION

- A. *Termination for Cause.* City may terminate this Agreement for cause if Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
 1. The lack of compliance with the provisions of this Agreement is of such scope and nature City deems continuation of this Agreement to be substantially non-beneficial to the public interest;
 2. The Subrecipient has failed to take satisfactory corrective action as directed by the City or its authorized representative within the time specified by the same; or
 3. The Subrecipient has failed within the time specified by City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

City shall initiate termination for cause by providing notice to the Subrecipient of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have fifteen (15) calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within fifteen (15) calendar days of receipt of the notice, City may pursue such remedies as are available by law or equity, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by Subrecipient are subject to recoupment by City in accordance with ARPA, the SLFRF program, and this Agreement. Any costs resulting from obligations incurred by Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the City unless specifically authorized in writing by the City.

- B. *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by either Party upon thirty (30) days written notice or by mutual agreement of the Parties.
- C. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified, or limited in any way after the effective date of this Agreement and prior to its normal completion, City may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent City deems the continuation of the Project covered by this Agreement is no longer in the best interest of the public, City may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

11. CLOSEOUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by Subrecipient, City will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B. Subrecipient shall submit within thirty (30) calendar days after the date of expiration of this Agreement, all financial, performance, and other reports required by this Agreement, and in addition, will cooperate in a Project audit by City or its designee.
- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with Subrecipient are completed.

Any unused Award funds in Subrecipient's possession or control shall be immediately returned to City.

12. INDEMNIFICATION

Any Award funds which are determined by City to be ineligible under ARPA shall be subject to recoupment. To the greatest extent permitted by law, Subrecipient shall indemnify, save, and hold harmless City, its appointed and elected officials, and employees from any liability, loss, costs (including reasonable attorney fees), damage, or expense, incurred because of actions, claims, or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

13. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the City, its departments, boards, committees, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; and the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b). No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions in these statutes.

14. CORA DISCLOSURE

To the extent not prohibited by federal or State law, this Agreement and the terms, conditions, and standards required under §24-106-107, C.R.S., if any, are subject to public release through the Colorado Open Records Act.

15. NOTICES

Any notices required to be given by the City or the Subrecipient shall be in writing and delivered to the following representatives for each party:

For City:

Mayor's Office
City of Pueblo
1 City Hall Place
Pueblo, Co 81003

CC: City Attorney

1 City Hall Place
Pueblo, Co 81003
cityattorney@pueblo.us

For Subrecipient:

NeighborWorks Southern Colorado, Inc.
ATTN: Ashleigh Winans, CEO
1241 E. Routt Ave. Pueblo, CO 81004
awinans@nwsoco.org

Either Party hereto may designate in writing from time to time the address of substitute or supplementary persons to receive such notices. The effective date of service of any such notice shall be the date such notice is deposited in the mail or hand-delivered to the Party.

16. NON DISCRIMINATION

In connection with the performance of work under the Agreement, Subrecipient may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, protective hairstyle, or disability. Subrecipient agrees to comply with all applicable federal and state anti-discrimination laws. The Subrecipient shall insert the foregoing provision in all subcontracts.

17. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT

Subrecipient certifies that:

- A. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this agreement in the future.
- B. It will participate in the E-Verify Program, as defined in § 8-17.5-101 (3.7), C.R.S., and confirm the employment eligibility of all newly hired employees to perform work under this Agreement.
- C. It will not enter into a contract with a consultant or subcontractor that fails to certify to Subrecipient that it shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement.
- D. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is

required to comply with all federal requirements related to the use of the E-Verify Program, including, by way of example, all program requirements related to employee notification and preservation of employee rights.

- E. If it obtains actual knowledge that a consultant or subcontractor performing work under the Agreement knowingly employs or contracts with a worker without authorization, it will notify such consultant or subcontractor and the City within three (3) days. The Concessionaire shall also terminate such consultant or subcontractor if, within three (3) days after such notice, the consultant or subcontractor does not stop employing or contracting with the worker without authorization, unless, during the three days, the consultant or subcontractor provides information to establish that the consultant or subcontractor has not knowingly employed or contracted with a worker without authorization.
- F. It will comply with a reasonable request made during an investigation by the Colorado Department of Labor and Employment under the authority of § 8-17.5102(5), C.R.S.

18. AVAILABILITY OF FUNDS

Financial obligations of the City payable after the City's current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

19. PERA LIABILITY

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

20. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

21. NO MONETARY DAMAGES AGAINST CITY.

In consideration for City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents, and employees from all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

22. FURTHER ASSURANCE

The Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any ordinance or resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline in the Subrecipient's application. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

23. ASSIGNMENT

Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

24. AMENDMENTS

This Agreement cannot be amended or modified except in writing, signed by both Parties.

25. VENUE AND CHOICE OF LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, without regard to the choice of law thereof, and the Charter and Code of Ordinances of the City of Pueblo and the ordinances, regulations, and Executive Orders enacted or promulgated pursuant thereto. The Charter and the Code of Ordinances of the City of Pueblo, as the same maybe amendment from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any legal action relating to this Agreement shall lie in the State District Court in and for the City Pueblo, Colorado. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

26. SEVERABILITY

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the part held to be invalid.

27. NO THIRD-PARTY BENEFICIARY

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this Agreement, no person or entity is an intended third-party beneficiary.

28. PRIOR AGREEMENTS

This Agreement supersedes all prior written or oral agreements, and there are no covenants, conditions or agreements between the Parties except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed and approved under the City's Charter and Code of Ordinances. In the event of any conflict, variance or disagreement, the terms and conditions of this Agreement shall supersede, govern and control those of any addenda, exhibits, or attachments.

29. HEADINGS

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

30. CITY EXECUTION OF AGREEMENT

This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been approved by the Pueblo City Council and fully executed by all signatories of the City.

31. FORCE MAJEURE

Neither Party shall be liable to the other, nor shall either Party have any right to terminate this Agreement or assert a claim against the other due to the other Party's failure to perform any of its obligations under this Agreement if the failure is due to reasons beyond the non-performing Party's reasonable control, including but not limited to strikes or other labor difficulties, unavailability of materials, war, riot, civil insurrection, accidents, Acts of God, or governmental preemption in connection with a national emergency.

32. ELECTRONIC SIGNATURES

Subrecipient consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically, in one or more counterparts, in the manner specified by the City. The Parties agree not to deny this Agreement's legal effect or enforceability solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

33. AUTHORITY TO SIGN

Subrecipient assures and covenants that it possesses the legal authority to enter into this Agreement under any proper, appropriate, and official motion, resolution or action passed or taken. The person or persons signing and executing this Agreement on behalf of Subrecipient do hereby warrant and

covenant that he/she or they have been fully authorized by Subrecipient to execute this Agreement on behalf of the Subrecipient and to validly and legally bind Subrecipient to all the terms, performances, and provisions herein set forth.

[SIGNATURE PAGE & EXHIBITS FOLLOW]

[PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE

IN WITNESS OF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE LAST DAY STATED ON THE UNDER THE MAYOR’S SIGNATURE BELOW.

City of Pueblo, Municipal Corporation

By: _____

Date: _____

Nick Gradisar, Mayor

ATTEST:

By: _____

Date: _____

Marisa Stoller, City Clerk

APPROVED AS TO FORM:

Attorney for City of Pueblo

By: _____

Date: _____

City Attorney

NeighborWorks Southern Colorado, Inc.,

By: _____
Ashleigh Winans, CEO

Date: _____

EXHIBIT A: PROJECT DESCRIPTION



Pikes Peak Park broke ground in May of 2023 and is a 600+ unit, mixed-use, mixed income development that is fixed on 80-acres located on the west side of Pueblo. The Pikes Peak Park development will include retail space to provide services to residents that are currently lacking, community buildings that will serve as a safe place to work and play, and 15 acres of public parks and green space that connect to the city's regional trail system to promote a healthy lifestyle and increase connectivity to other areas of the city. NWSoco intends to implement a large-scale affordable homeownership model using Shared Equity to promote wealth building among low-and moderate-income (LMI) families who may have traditionally been locked out of a homeownership due to historical racial inequities. The Shared Equity Homeownership program is used as a stepping-stone to create an opportunity for LMI homebuyers to achieve purchasing a home that meets their family's physical and financial needs while still allowing them to build equity and generational wealth that comes from homeownership. An essential aspect of creating affordable homeownership opportunities is to build responsibly and being strategic in raising funds to help reduce the amount of costs that are passed on to the homebuyer upon purchase.

Principal Tasks

Subrecipient will be responsible for administering the Project as described herein, per the terms and conditions of the Subrecipient Agreement (“Agreement”). 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:

NeighborWorks Southern Colorado will utilize the awarded funds of \$900,000 to cover necessary expenses related to the project (see itemized budgetary pricing below). These funds will be used towards water and sewer infrastructure within Sun Mountain Blvd., which would benefit the construction of 114 for-sale, single-family homes in phase 1 of development and include a mix of affordable and market rate homes. The complete project will consist of the construction of 600+ units over three phases and be complete by 2030. Capital for the project is a mix of private and public grant funding paired with traditional financing, Metro District reimbursement, and includes home sales as a source of funding. Use of SLFRF Funds will be incurred by December 31, 2024, in accordance with the guidelines.

Performance Monitoring:

Subrecipient shall submit all requested information and documents to allow City to monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Substandard performance shall mean non-compliance with the Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period, not to exceed five (5) calendar days, after being notified, City, in its sole discretion, may initiate contract suspension or termination procedures.

Detailed Budget:

SUN MOUNTAIN BOULEVARD BUDGETARY PRICING

NO.	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED
1	MOBILIZATION/DEMOBILIZATION	1.00	\$55,064	\$55,064
2	TRAFFIC CONTROL	1.00	\$97,682	\$97,682
3	EROSION AND ENVIRONMENTAL	1.00	\$61,903	\$61,903
4	DEMOLITION	1.00	\$24,899	\$24,899
5	CLEAR AND GRUBB	1.00	\$13,893	\$13,893
6	STRIP AND STOCKPILE TOPSOIL	1.00	\$11,288	\$11,288
7	SITE CUT AND FILL	1.00	\$113,911	\$113,911
8	SEEDING	1.00	\$18,200	\$18,200
9	8" SDR 35 SANITARY SEWER MAIN	1.00	\$163,002	\$163,002
10	MANHOLE TIE TO EXISTING	1.00	\$43,950	\$43,950
11	SANITARY SEWER MANHOLE (10' DEEP)	1.00	\$24,989	\$24,989
12	8" SDR 35 PLUGS	1.00	\$1,676	\$1,676
13	8" C900 WATER MAIN	1.00	\$133,390	\$133,390
14	WATER TIE TO EXISTING	1.00	\$43,952	\$43,952
15	8X8 TEE	1.00	\$4,872	\$4,872
16	8" GATE VALVE	1.00	\$26,528	\$26,528
17	8" BLOW OFF ASSEMBLY	1.00	\$14,785	\$14,785
18	8X6 TEE	1.00	\$4,822	\$4,822
19	6" GATE VALVE	1.00	\$7,660	\$7,660
20	6" C900	1.00	\$10,271	\$10,271
21	FIRE HYDRANT ASSEMBLY	1.00	\$22,289	\$22,289
			SUBTOTAL	\$899,023
NO.	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED
22	**30" STORM CROSSING UNDER SUNMOUNTAIN	1.00	\$480,000	\$480,000
			GRAND TOTAL	\$1,379,023

** (4 EA) 30" STORM SEWER APPROXIMATE TOTAL FOOTAGE IN LENGTH 580 LF (\$827.59/LF)

EXHIBIT B: SLFRF REQUIREMENTS

1. Applicable Statutes, Rules, and Guidance.

The statutes, rules, and regulations outlined in the Agreement apply to the reporting obligations set forth herein. All terms used herein have the definitions outlined in the Agreement or, if not specified in the Agreement, as outlined in ARPA. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance") and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide") apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

2. Recipients, Subrecipients, Subawards, and Projects.

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act. 31 CFR § 3. In this case and as set forth in the Agreement, the City is the recipient of SLFRF funds.

A "subrecipient" includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the SLFRF program. See 2 CFR §200.93. Entities that receive a subaward from the City to carry out the SLFRF program are subrecipients, as defined in the Agreement.

A "subaward" is an award of SLFRF funds provided to a subrecipient by a recipient to carry out the SLFRF program.

"Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose or "new or existing eligible government services or investments funded in whole or in part by SLFRF funding."

3. Eligible Costs Timeframe.

Under this Agreement, Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021, to December 31, 2026, as long as the obligations are incurred by December 31, 2024, and liquidated by December 31, 2026.

4. Obligations.

SLFRF funds defines an obligation as "an order placed for property and services and entering into contracts, sub-awards, and similar transactions that require payment." 31 CFR § 35.3. The Project and Expenditure Report User Guide also includes contracts as obligations. Obligation is defined as "orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future

period."

For purposes of the Agreement, an obligation is incurred by Subrecipient when the Subrecipient enters into a contract with a contractor, service provider, or supplier for and in furtherance of the Project; the Agreement between the Subrecipient and the City does not constitute an obligation for purposes of Subrecipient's compliance with the Rule.

5. Expenditures.

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards define "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34.

However, the definition does not clarify whether the "non-Federal entity" is the recipient or the sub-recipient. According to the User Guide, an expenditure is "when the service has been rendered or the good has been delivered to the entity, and payment is due." This definition does not clarify whether "the entity" is the recipient or the sub-recipient. For a sub-recipient, the service or goods would be delivered to the sub-recipient, and then the sub-recipient would ask the recipient for funds. Expenditures may be reported on a cash or accrual basis, but the methodology must be disclosed and consistently applied.

For purposes of this Agreement and the Subrecipient's reporting obligations under this Agreement and Exhibit, City will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

6. Required Information for Project and Expenditure Reports

Since City is required to submit quarterly or annual Project and Expenditure reports (using the **Assistance Listing Number 21.027**), Subrecipient is required to provide City with the necessary information on the Subrecipient's Project promptly so City can comply with its reporting obligations under ARPA. Subrecipient shall provide necessary information to the City within fifteen (15) days of the end of each quarter to facilitate the City's filing of such reports. City will furnish Subrecipient with forms or links to submit information for the Project and Expenditure reports.

Subrecipients **must be** registered in SAM.gov and must provide identifying and demographic information (DUNS number, Unique Entity Identifier (UIE) number, or its Taxpayer Identification Number (TIN), and location) to the City to receive ARPA funds.

7. Conflicts of Interest

City understands and agrees that it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy applies to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the City or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds per 2 C.F.R. § 200.112. The Office of the

State Controller shall disclose such conflict to Treasury.

8. Maintenance of and Access to Records

- A. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing;
- B. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient to conduct audits or other investigations;
- C. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

9. Pre-award Costs.

Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

10. Administrative Costs.

Subrecipient may use funds provided under this award to cover direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the City.

11. Cost Sharing.

Cost sharing or matching funds are not required to be provided by Subrecipient.

12. Compliance with Applicable Law and Regulations.

- A. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury under section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- B. Federal regulations applicable to this award include, without limitation, the following:
 - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

- b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, under which the award term outlined in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - d. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - e. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - f. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - g. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - i. Generally applicable federal environmental laws and regulations.
- C. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination based on race, color, or national origin under programs or activities receiving federal financial assistance;
 - b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

13. Remedial Actions.

In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as outlined in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

14. Hatch Act.

Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

15. False Statements.

Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

16. Publications.

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the City of Pueblo by the U.S. Department of the Treasury."

17. Debts Owed the Federal Government.

- A. Any funds paid to the Subrecipient (1) over the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation under sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

- B. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt. Treasury will take any actions available to it to collect such a debt.

18. Disclaimer.

- A. The United States expressly disclaims any responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
- B. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

19. Protections for Whistleblowers.

- A. Per 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- B. The list of persons and entities referenced in the paragraph above includes the following:
- a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for Agreement or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of Subrecipient, Contractor, or Subcontractor who is responsible for investigating, discovering, or addressing misconduct.
- C. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. Increasing Seat Belt Use in the United States. Under Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company owned, rented or personally owned vehicles.

20. Reducing Text Messaging While Driving.

Under Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

EXHIBIT C
DUPLICATION OF BENEFITS CERTIFICATION

To be submitted by the Subrecipient with its reimbursement requests.

The undersigned, on behalf of and as a duly authorized agent and representative of the Subrecipient, certifies and represents that all information contained in and enclosed with the reimbursement request is true to the best of his or her knowledge and acknowledges City has relied on such information to award ARPA assistance. The Subrecipient also certifies that they have not received assistance or reimbursement from any other funding sources for the specific expenses included in this reimbursement request.

The Subrecipient acknowledges that it may be prosecuted by Federal, State, or local authorities and/or that repayment of all ARPA funds must be repaid to the City if it makes or files false, misleading, or incomplete statements, documents or reimbursement requests.

Month of Reimbursement Request: _____

Signature of Recipient: _____

Printed Name: _____

Title: _____

Date: _____

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

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 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: October 10, 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 A SUBRECIPIENT AGREEMENT AUTHORIZING PAYMENT IN AN AMOUNT OF UP TO \$400,000 OF COMMUNITY DEVELOPMENT BLOCK GRANT – COVID-19 FUNDS TO THE PUEBLO RESCUE MISSION THROUGH A SUBRECIPIENT AGREEMENT TO PURCHASE REAL PROPERTY LOCATED AT 710 WEST 4TH STREET, PUEBLO, CO AND MAKE CERTAIN IMPROVEMENTS TO THE PROPERTY TO PROVIDE A WARMING SHELTER FOR THE PUEBLO COMMUNITY DURING WEATHER EMERGENCIES DECLARED BY THE CITY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This ordinance authorizes the transfer of funds in the amount of up to \$400,000 from the City's available Community Development Block Grant – COVID-19 Funds to the Pueblo Rescue Mission through a subrecipient agreement to purchase real property and make necessary improvements required to operate the real property as a warming shelter for the Pueblo community during weather emergencies declared by the City. This payment is authorized by under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93- 383, and 24 C.F.R. § 570.208. .

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9951, approved June 14, 2021, the City Council approved and adopted the City of Pueblo FY2020 Action Plan for listing projects and programs for funding from CDBG, CDBG-CV, and HOME federal funds. On October 10, 2023, the City Council approved and adopted an ordinance to amend the FY2020 Action Plan to include the expenditure of CDBG-CV funds for the purchase of property to facilitate the operation of a warming shelter within the City.

BACKGROUND:

March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act), which makes available \$5 billion in CDBG coronavirus response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus. City has applied for and received Community Development Block Grant CARES Act (CDBG-CV) funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93- 383.

The Pueblo Rescue Mission supports, empowers, and provides high-quality resources to the Pueblo community in a safe and secure environment. It provides services that increase access to stable housing, food, physical and mental health care, addiction support services, and wellness resources intended for improved quality of life for the Pueblo Community; and

The effects of COVID-19 have negatively impacted local employment, increased the number of evictions, and resulted in an increased number of homeless individuals and families in our community. Acquiring additional shelter space within the City will allow the City of Pueblo to prepare for future emergencies, expand its shelter capacity, and allow the city to isolate the spread of illness within the shelter population and increase the ability to respond to future emergencies should there be a need to administer aid.

FINANCIAL IMPLICATIONS:

Funding for this project will be paid out of available CDBG-CV Funds, Project CDCV-070 in accordance with the City's amended FY2020 Action Plan.

BOARD/COMMISSION RECOMMENDATION:

The Citizens Advisory Committee heard a presentation on the project during the July 18, 2023 CDBG Presentations Hearing. The CAC reviewed and ranked the project during this CDBG funding cycle.

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

City Council could not authorize payment for the purchase of the real property and improvements necessary to operate a warming shelter within the City of Pueblo.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 09-25-23 Pueblo Rescue Mission CDBG COVID 19 Funds Subrecipient Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING A SUBRECIPIENT AGREEMENT AUTHORIZING PAYMENT IN AN AMOUNT OF UP TO \$400,000 OF COMMUNITY DEVELOPMENT BLOCK GRANT – COVID-19 FUNDS TO THE PUEBLO RESCUE MISSION THROUGH A SUBRECIPIENT AGREEMENT TO PURCHASE REAL PROPERTY LOCATED AT 710 WEST 4TH STREET, PUEBLO, CO AND MAKE CERTAIN IMPROVEMENTS TO THE PROPERTY TO PROVIDE A WARMING SHELTER FOR THE PUEBLO COMMUNITY DURING WEATHER EMERGENCIES DECLARED BY THE CITY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The Subrecipient Agreement (“Agreement”) between Pueblo, a municipal corporation and Pueblo Rescue Mission, attached hereto, and the Award of CDBG-CV funds is hereby approved.

SECTION 2.

After the Agreement is approved as to form by the Department of Law, 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 for this Agreement shall be paid from available CDBG-CV Funds, Project CDCV-070.

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 therein.

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 September 25, 2023.

Final adoption of Ordinance by City Council on October 10, 2023.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

**COMMUNITY DEVELOPMENT BLOCK DEVELOPMENT GRANT PROGRAM – CV
SUBRECIPIENT AGREEMENT**

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUB RECIPIENT AGREEMENT (“Agreement”) is entered by and between the City of Pueblo, a municipal corporation and home rule city formed under the laws of the State of Colorado (“City”) and Pueblo Rescue Mission, a Colorado non-profit corporation (“Subrecipient”) (individually “Party”, collectively “Parties”).

WITNESSETH:

WHEREAS, on March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act), which makes available \$5 billion in CDBG coronavirus response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus; and

WHEREAS, City has applied for and received Community Development Block Grant CARES Act (CDBG-CV) funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93- 383; and

WHEREAS, Subrecipient mission is to support, empower, and provide high-quality resources to the Pueblo community in a safe and secure environment. Subrecipient provides services that increase access to stable housing, food, physical and mental health care, addiction support services, and wellness resources intended for improved quality of life for the Pueblo Community; and

WHEREAS, the effects of COVID have negatively impacted local employment, increased the number of evictions, and resulted in an increased number of homeless individuals and families in our community. Providing emergency shelter during extreme weather, administrative offices to assist the Pueblo Rescue Mission to deliver shelter services, provide navigation programming to assist homeless individuals with urgent needs and obtain more stable housing and legal services.

WHEREAS, acquiring additional shelter space will allow the City of Pueblo to prepare for future emergencies. An additional standalone facility and expanded shelter capacity, allow the city to isolate the spread of illness within the shelter population and increase the ability to respond to future emergencies should there be a need to administer aid.

WHEREAS, Subrecipient has submitted an application to City requesting some \$400,000 in CDBG-CV funds to purchase the real property located at 710 West 4th Street, Pueblo, CO, 81003, (“Subject Property”) and make certain improvements to the property, to provide a warming shelter for the Pueblo community during weather emergencies declared by City’s Mayor, administrative office space, navigation programming, and legal services to the unhoused population of the City. Subrecipient’s grant application to the City is incorporated herein by reference; and

WHEREAS, as a condition of receipt of CDBG-CV funds, Subrecipient has agreed to use available beds in its existing shelter as a warming shelter during any weather emergency declared by City’s Mayor before the purchase and improvements being made on the Subject Property; and

WHEREAS, the City, in exchange for a Deed of Trust and continuous operation as a warming shelter, agrees to loan Subrecipient CDBG-CV funds for purchasing, making certain improvements, and operating the Subject property as a warming shelter under this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities of Each Party

The Subrecipient shall purchase, make certain improvements, and operate the Subject Property as a warming shelter during weather emergencies declared by the City's Mayor for individuals within Pueblo, Colorado. City shall loan Subrecipient the funding, as described herein, that shall be solely used by Subrecipient to fund the purchase, improvement, and operation of the Subject Property as a warming shelter during weather emergencies declared by the City's Mayor, as administrative office space, navigation programming space, and space for other legal services, as more particularly described in the application submitted by Subrecipient to City, and incorporated herein by reference, and Activity Budget in Section III of this Agreement. Subrecipient shall execute a Promissory Note and record a Deed of Trust securing City's interest in the Subject Property in the attached form and incorporated herein as **Exhibit C**.

B. National Objectives

All activities funded by the CDBG-CV program must meet a National Objective as defined in 24 C.F.R. § 570.208 and allow the community to prepare for, prevent, and respond to an urgent need. The Subrecipient certifies the activity carried out under this Agreement will exclusively benefit low and moderate-income households, which qualify as meeting a CDBG National Objective.

C. Levels of Accomplishment – Goals and Performance Measures Goals:

Provide warming shelter and other services safely to the maximum allowable number of unhoused people within the City of Pueblo.

D. Performance Measures:

Documentation of the number of unhoused people within the City of Pueblo assisted with CDBG-CV funds during the program year.

E. Performance Reporting

The Subrecipient will submit quarterly performance reports using the approved form(s) required by the City and included in **Exhibit E**. The subrecipient's performance report shall be submitted on the 15th of the month immediately following the end of the quarter. Failure to submit complete performance reports of activities by the due date will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the City, contract suspension, termination, or foreclosure proceedings will be initiated by City.

F. Performance Monitoring

The City will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the City, contract suspension, termination, or foreclosure proceedings will be initiated by City.

II. TIME OF PERFORMANCE

Services of the Subrecipient may begin as of October 12, 2023, and will end upon the expiration of the statutory requirements for CDBG-CV funds or upon the release of City's Deed of Trust, whichever occurs first. The term of this Agreement and the provisions herein may be extended, depending upon the Pandemic impact and conditions.

III. ACTIVITY BUDGET

The City reserves the right to require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to the budget must be approved in writing by both the City and the Subrecipient without the need for a formal amendment to this Agreement.

Expenditure Category	CDBG-CV Funds	Other Funds
Building Acquisition Costs	\$365,000	\$0
Improvements Costs	\$35,000	\$0
Total Budget	\$400,000	\$ 0

IV. LOAN PAYMENT

The City will loan to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments and the terms of this Agreement. Subrecipient agrees to use loan funds made available under this Agreement only for eligible expenses actually incurred by the Subrecipient and not to exceed actual cash requirements. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Subrecipient.

It is expressly agreed and understood that the total amount to be loaned by the City under this Agreement shall not exceed four hundred thousand dollars (\$400,000) ("Loan"). Advancement of Loan proceeds may be contingent upon certification of the Sub recipient's financial management system per the standards specified in 2 CFR parts 200.302 and 200.303.

Loan funds shall be made available by wire transfer or by certified funds to the title company

closing the real estate transaction. Rehabilitation funds shall be provided to the subrecipient on a cost reimbursement basis. Reimbursement documentation submitted shall be in accordance with **Exhibit F**.

The Loan shall accrue at a zero percent (0%) interest rate, and so long as Subrecipient complies with the terms and conditions stated herein, no payments shall be due upon the loan. If Subrecipient does not comply with the terms and conditions stated herein, and subject to Section H hereunder, City may accelerate repayment of the Loan and foreclose on its Deed of Trust.

V. REPAYMENT REQUIREMENTS RELATED TO DUPLICATED BENEFITS:

In accordance with the Stafford Act, CDBG-CV funds may not be used for costs where other assistance was already provided for the same purpose if no unmet need remains.

Duplication of benefits (DOB) occurs when a beneficiary receives assistance from multiple sources, such as any Federal agency, private insurance companies, non-profits, city, state, etc., for a cumulative amount exceeding the total need for a specific recovery purpose. The duplication amount is the excess assistance provided above the need.

Subrecipient is responsible for ensuring that any payment request it sends the City will not result in a DOB. If the City discovers that a DOB has occurred, the Subrecipient will resolve the DOB by reimbursing the City in the amount of the DOB or in another manner agreeable to the parties within thirty (30) days of receiving written notice from the City that such DOB has occurred. It is expressly agreed and understood that the total amount to be repaid by the Subrecipient under this Agreement shall not exceed the total amount received from Community Development Block Grant funds. Subrecipient agrees to execute and deliver the form attached hereto as **Exhibit C**, certifying there is no duplication of benefits under this Agreement.

Re-payments shall be submitted to the City using a format and timetable agreed to by the Subrecipient and the City, as federal regulations allow.

VI. NOTICES

Notices this Agreement requires shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City
Mayor's Office
City of Pueblo
1 City Hall Place
Pueblo, Co 81003

Subrecipient
Melanie Rapier
Pueblo Rescue Mission
P.O. Box 9167
Pueblo, CO 81008

CC: City Attorney's Office
1 City Hall Place

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 C.F.R. § 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independence of Subrecipient

Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the Parties. The Subrecipient shall always remain an "independent contractor" concerning the services under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. No Monetary Damages Against City

In consideration for City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents, and employees from all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

D. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments arising from the Subrecipient's performance or nonperformance of the services or subject matter called for under this Agreement.

E. Non-Discrimination

In connection with the performance of work under the Agreement, Subrecipient may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, protective hairstyle, or disability. Subrecipient agrees to comply with all applicable federal and state anti-discrimination laws. The Subrecipient shall insert the foregoing provision in all subcontracts.

F. No Employment of a Worker Without Authorization to Perform Work Under the Agreement

Subrecipient certifies that:

At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this agreement in the future.

It will participate in the E-Verify Program, as defined in § 8-17.5-101 (3.7), C.R.S., and confirm the employment eligibility of all newly hired employees to perform work under this Agreement.

It will not enter into a contract with a consultant or subcontractor that fails to certify to Subrecipient that it shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement.

It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with all federal requirements related to the use of the E-Verify Program, including, by way of example, all program requirements related to employee notification and preservation of employee rights.

If it obtains actual knowledge that a consultant or subcontractor performing work under the Agreement knowingly employs or contracts with a worker without authorization, it will notify such consultant or subcontractor and the City within three (3) days. The Concessionaire shall also terminate such consultant or subcontractor if, within three (3) days after such notice, the consultant or subcontractor does not stop employing or contracting with the worker without authorization, unless, during the three days, the consultant or subcontractor provides information to establish that the consultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

It will comply with a reasonable request made during an investigation by the Colorado Department of Labor and Employment under the authority of § 8-17.5102(5), C.R.S.

G. Availability of Funds

Financial obligations of the City payable after the City's current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

H. Pera Liability

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

I. Reservation of Rights

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or

power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

J. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

K. Insurance & Bonding

The Subrecipient shall carry Commercial General Liability (CGL) insurance, covering claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under this agreement by the Subrecipient, and Subrecipient's agents, representatives, employees or subcontractors, with limits of insurance of not less than \$500,000 for each occurrence and \$1,000,000 annual aggregate. The CGL shall apply as Primary and non-contributory insurance before any other insurance or self-insurance, including any deductible maintained by or provided.

The Subrecipient shall comply with the bonding and insurance requirements of 2 C.F.R. Part 200, Bonding and Insurance.

L. Recognition of HUD, City

The Subrecipient shall ensure recognition of the role of the CDBG-CV in providing services through this Agreement whenever possible. All activities, facilities and items utilized under this Agreement shall be prominently labelled as to funding sources. In addition, the Subrecipient will reference the support provided herein in all printed materials, project descriptions and other activities undertaken with funds provided under this Agreement, Subrecipient shall provide recognition that funds have been provided by the U.S. Department of Housing and Urban Development and the City of Pueblo. Recognition shall be accomplished by prominent disclosure of the role of HUD and the City in all such printed materials and project signage, if any.

M. Amendments

City or Subrecipient may request amendments to this Agreement in writing. For this agreement, an amendment is defined as a change to the budget, scope or term which does not increase or decrease the original by ten percent (10%) or more. Amendment requests must be signed by a duly authorized representative of the Subrecipient, and approved by the City. Such amendments shall not invalidate this Agreement nor relieve or release the City or Subrecipient from its obligations under this Agreement.

At its discretion, the City may amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or other reasons. If such amendments result in a change in the funding, the scope of services, or the schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

N. Suspension or Termination

Per 2 CFR 200, Subpart D, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

Per 2 CFR 200, Subpart D, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

O. System For Award Management (SAM.GOV) Registration

Subrecipients must be registered on SAM.gov to be considered for award and must submit proof of registration and good standing prior to executing this agreement.

P. Prevailing Wage Requirements/Davis-Bacon Act

HUD-4010 Form plus Public Works Article 2A document.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200, Subpart E and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with CFR 200, Subpart E as applicable.

B. Documentation and Record Keeping

1. Records to be maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 C.F.R. § 570.506, which are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 C.F.R. § 570.502;
- g. Records documenting that the Subrecipient has an active registration in SAM.gov, and is not disbarred, suspended or ineligible from participation in federally funded activities as required at 2 C.F.R. Part 25, Appendix A and 2 C.F.R. § 200.213; and
- h. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for ten (10) years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to HUD, in which the activities assisted under the Agreement are reported on for the final time. On May 28, 2024, City shall report on all activities completed prior to February 29, 2024. Projects completed after February 29, 2024, will be reported on May 28, 2025. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven years, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, demographics, or other basis for determining eligibility, and service description provided. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities for services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub recipient's obligation to the City shall not end until all close-out requirements are completed, using the required Close Out form provided by the City. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances not used to accomplish the work set forth in the Scope of Services, and accounts receivable not to be used to accomplish the work set forth in the Scope of Services to the City), application for release of federal requirements, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG-CV funds.

6. Program Income; Reversion of Assets.

- a. City authorizes Subrecipient to retain any portion of program income on the condition that it shall only be used to accomplish the work set forth in the Scope of Services. and the amount of grant funds payable by City to Subrecipient shall be adjusted.
- b. Any real property under Subrecipient's control that was acquired or improved in whole or in part with funds provided pursuant to this Agreement in excess of U.S. \$25,000 shall either: (i) be used to provide shelter and shelter services for the benefit of homeless individuals until expiration or termination of this Agreement, or (ii) not be used in accordance with subparagraph (c)(i), in which event Subrecipient shall pay to City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of funds not provided under this Agreement for the acquisition of, or improvement to the property. The use restriction and repayment obligation set forth in this subparagraph shall survive termination or expiration of this Agreement and shall be fully enforceable and subject to collection by City in accordance with applicable laws. If requested by City, Subrecipient shall execute a deed of trust or mortgage instrument which shall be and constitute a lien upon all real property acquired or improved with funds provided hereunder, and which shall secure all obligations of Subrecipient hereunder.

7. Special Requirements Applicable to Improvements to Property

- a. In addition to all procurement requirements otherwise applicable to Subrecipient pursuant to any other provision of this Agreement or pursuant to any requirement of law or regulation incorporated in this Agreement by reference, if any portion of the funds provided to Subrecipient under this Agreement is to be used for making improvements to real property, including new construction, rehabilitation, or remodeling, then in such event Subrecipient shall comply with all requirements of this Paragraph.
- b. No structural improvements shall be undertaken to real property with funds (or reimbursement) provided hereunder unless and until: (i) plans and specifications therefore have been prepared by a registered Professional Engineer in good standing and duly licensed to practice in the State of Colorado or an Architect duly licensed and authorized to conduct a practice of architecture in the state of Colorado; and (ii) such plans and specifications have been filed with the City and approved by both the City's designated representative and the City's Director of Public Works.

- c. If this Paragraph is applicable, no disbursement of funds to Subrecipient shall be made by City hereunder unless and until all conditions precedent to payment specified elsewhere in this Agreement have been satisfied and Subrecipient files with City's Director of Housing and Citizen Services a written request for payment signed by an officer of Subrecipient that certifies (i) that the amounts included in the request for payment have not been included in any prior request for payment, and (ii) that the improvements listed therein for which payment is sought have been completed in accordance with the approved plans and specifications therefore.

8. Audits & Inspections

All Subrecipient records for any matters covered by this Agreement shall be made available to the City, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will violate this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted per current City policy concerning Subrecipient audits as set forth at 24 C.F.R. § 570.502 and 2 C.F.R. § 200.330.

9. Use and Disposition of Property

a. Disposition of Expendable/Non-Expendable Real and Personal Property:

The Subrecipient agrees to follow 2 CFR § 200.311 through 200.315 in regard to all real and personal property purchased in whole or in part with funds under this Agreement. These sections of 2 CFR Part 200, Subpart D govern the title, use, management, and disposition of real and personal property, including but not limited to the following:

Management requirements: The Subrecipient must have procedures in place for managing real property and equipment, whether acquired in whole or in part under a Federal award, until disposition takes place. These procedures at a minimum, must meet the following requirements:

Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property;

A physical inventory of the personal property purchased with funds disbursed under this Agreement, if any, must be taken, and the results reconciled with the property records at least once every two (2) years;

A control system must be developed to ensure adequate safeguards to prevent property loss, damage, or theft. Any loss, damage, or theft must be investigated;

Adequate maintenance procedures must be developed to keep the property in good condition; and

If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

b. **Disposition:**

Barring any changes in regulations for CDBG-CV Funds by HUD, the Subrecipient must obtain written authorization from the City before disposing of an item of real or personal property with an original cost exceeding \$1,000 (City's threshold) that was purchased with funds disbursed under this Agreement.

All proceeds from the sale of real or personal property purchased with any funds disbursed under this Agreement must be returned to the City within thirty (30) days of receipt and include a notation of the grant the funds were received under. The Subrecipient agrees City may file the appropriate legal instrument(s) necessary to protect the City's financial interest and that the City has not waived any rights in property purchased with funds under this Agreement. City will then be responsible for returning the funds to its local grant restricted account, the appropriate Federal agency, or using them for a purpose under Federal regulations.

10. **Procurement**

a. **Compliance**

The Subrecipient shall comply with current federal policy concerning equipment purchase and maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income (if authorized), property, equipment, etc.) shall revert to the City upon termination of this Agreement.

b. **OMB Standards**

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services per the requirements of 2 C.F.R. Part 200, Subpart D.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. **Civil Rights**

1. **Compliance**

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, the Age Discrimination Act of 1975, Executive Order 11063 as amended by Executive Orders 12259, and implementing regulations at 24CFR107, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it 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 worker's representative of the Sub recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs IX.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the program's administration for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

3. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this

Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

4. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

5. Conflict of Interest

The Subrecipient and its Board of Directors agrees to abide by the provisions of 24 CFR 570.611 and 2 CFR 200.317 and 200.318, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in awarding and administering contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement concerning the CDBG-assisted activity, or concerning the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

6. Lobbying

The Subrecipient hereby certifies that:

a. 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;

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; and

c. It will require that the language of paragraph (a.) and (b.) of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

7. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

9. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 C.F.R. § 570.200(j), such as worship, religious instruction, or proselytizing.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. 7401, and et seq;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C.

4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The sub recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 C.F.R. Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

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);

(14) HUD environmental criteria and standards [24 CFR Part 51, Environmental Criteria and Standards];

(15) 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));

(16) 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;

(17) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1272 et seq.) as amended; particularly section 7 (b) and (c) [16 U.S.C. 1278 (b) and (c)];

(18) 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;

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

(21) It will comply with the 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.);

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

(24) 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 provisions 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.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The City's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement and its Exhibits A through H constitutes the entire agreement between the City

and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]

SIGNATURE PAGE

IN WITNESS OF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE LAST DAY
STATED ON THE UNDER THE MAYOR’S SIGNATURE BELOW.

City of Pueblo, Municipal Corporation

By: _____

Date: _____

Nick Gradisar, Mayor

ATTEST:

By: _____

Date: _____

Marisa Stoller, City Clerk

APPROVED AS TO FORM:

Attorney for City of Pueblo

By: _____

Date: _____

City Attorney

Pueblo Rescue Mission

By: _____

Date: _____

**EXHIBIT A
DEED OF TRUST**

**DEED OF TRUST
HOMELESS SHELTER**

THIS DEED OF TRUST, made this ____ day of October, 2023, between Pueblo Rescue Mission, a nonprofit corporation, whose address is P.O. Box 9167, Pueblo, Colorado 81008, hereinafter referred to as "Grantor", and the Public Trustee of the County of Pueblo, in the State of Colorado, hereinafter referred to as "Trustee", WITNESSETH:

WHEREAS, Pueblo Rescue Mission, a Not-For-Profit Development Corporation, a Colorado corporation, hereinafter referred to as "Developer," has entered into the City of Pueblo Homeless Shelter Development Agreement dated the ____ day of August, 2019 with the City of Pueblo, a Municipal Corporation, hereinafter referred to as the "Agreement;" and

WHEREAS, Grantor has agreed to undertake and perform the obligations of Developer under the Agreement; and

WHEREAS, the Developer has executed a Promissory Note, hereinafter referred to as the "Note," dated the ____ day of October, 2023 for the principal sum of Four Hundred Thousand and No/100 Dollars (\$400,000.00), payable to the order of the City of Pueblo, a Municipal Corporation, which amount is an indebtedness of Grantor payable with interest in accordance with the terms of said Note; and,

WHEREAS, the Grantor is desirous of securing performance of all obligations of Developer and Grantor under said Agreement and Note and payment of the indebtedness as specified therein.

NOW, THEREFORE, the Grantor, in consideration of the premises and for the purposes aforesaid, does hereby grant, bargain, sell and convey unto Trustee in trust forever, for the use and benefit of the City of Pueblo, a Municipal Corporation (the "Beneficiary"), the following described property, situate in the County of Pueblo, State of Colorado to wit:

LOTS 2 + 3 BLK 24 STATE ADD LOTS 26, 27, 28 + 29 BLK 3 THATCHER + GAST SUB FORMERLY #05-361-21-002 + 05-362-05-009

also known as street and numbers 710 W. 4th Street, Pueblo, Colorado, 81003. TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances thereunto belonging: In Trust Nevertheless, That in case of default in the Note or any part thereof or payment as specified therein, according to the tenor and effect of said Note, or in the payment of any prior encumbrances, principal or interest, if any, or in case of a breach of any term of the Agreement, or in case default shall be made in or in case of violation or breach of any of the terms, conditions, covenants or agreements herein contained, the Beneficiary hereunder may declare a violation of any of the covenants herein contained and elect to advertise said property for sale and demand such sale, then, upon filing notice of such election and demand for sale with the Trustee, who shall upon receipt of such notice of election and demand for sale cause a copy of the same to be recorded in the recorder's office of the county in which said real estate is situated, it shall and may

be lawful for said Trustee to sell and dispose of the same (en masse or in separate parcels, as the said Trustee may think best), and all the right, title and interest of Grantor, its successors or assigns therein, at public auction at the south front door of the Court House, in the County of Pueblo, State of Colorado, or on said premises, or any part thereof as may be specified in the notice of said sale, for the highest and best price the same will bring in cash, four weeks' public notice having been previously given of the time and place of such sale, by advertisement, weekly, in some newspaper of general circulation at that time published in said County of Pueblo, a copy of which notice shall be mailed within ten days from the date of the first publication thereof to the Grantor at the address herein given and to such person or persons appearing to have acquired a subsequent record interest in said real estate at the address given in the recorded instrument; where only the county and state is given as the address then such notice shall be mailed to the county seat, and to make and give to the purchaser or purchasers of such property at such sale, a certificate or certificates in writing describing such property purchased, and the sum or sums paid therefor, and the time when the purchaser or purchasers (or other person entitled thereto) shall be entitled to a deed or deeds therefor, unless the same shall be redeemed as is provided by law; and said Trustee shall, upon demand by the person or persons holding the same certificate of purchase, when said demand is made, or upon demand by the person entitled to a deed to and for the property purchased, at the time such demand is made, the time for redemption having expired, make and execute to such person or persons a deed or deeds to the said property purchased, which said deed or deeds shall be in the ordinary form of a conveyance, and shall be signed, acknowledged and delivered by the said Trustee, as grantor, and shall convey and quit-claim to such person or persons entitled to such deed, as grantee, the said property purchased as aforesaid and all the right, title, interest, benefit and equity of redemption of the Grantor, its successors and assigns therein, and shall recite the sum or sums for which the said property was sold and shall refer to the power of sale therein contained, and to the sale or sales made by virtue thereof; and in case of an assignment of such certificate or certificates of purchase, or in case of the redemption of such property, by a subsequent encumbrancer, such assignment or redemption shall also be referred to in such deed or deeds; but the notice of sale need not be set out in such deed or deeds and the said Public Trustee shall, out of the proceeds or avails of such sale, after first paying and retaining all fees, charges and costs of making said sale, pay to the Beneficiary hereunder or the legal holder of the indebtedness, all moneys and amounts due, according to the tenor and effect thereof, and all moneys advanced by such Beneficiary or legal holder of said indebtedness for insurance, taxes and assessments, with interest thereon at 12 per cent per annum, rendering the overplus, if any, unto the said Grantor, his legal representatives or assigns; which sale or sales and said deed or deeds so made shall be a perpetual bar, both in law and equity, against the Grantor, its successors and assigns, and all other persons claiming the said property, or any part thereof, by, from, through or under said Grantor, or any of them. The Beneficiary or holders of the indebtedness may purchase said property or any part thereof; and it shall not be obligatory upon the purchaser or purchasers at such sale to see to the application of the purchase money. If a release deed be required, it is agreed that Grantor, its successors and assigns, will pay the expense thereof.

And the Grantor, for itself and for its successors and assigns covenants and agrees to and with the Trustee, that at the time of the ensembling of and delivery of these presents he is well seized of the said land and tenements in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid; hereby fully and absolutely waiving and releasing all rights and claims he may have in or to said lands, tenements and property as a Homestead Exemption, or other exemption, now existing or which may hereafter be enacted in relation thereto and that the same are free and clear of all liens and encumbrances

whatsoever, except for deeds of trust described hereinbelow and the above bargained property in the quiet and peaceable possession of the said Trustee, his successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said Grantor shall and will Warrant and Forever Defend.

And that during the continuance of said Note or the indebtedness arising thereunder, the said Grantor will in due season pay all taxes and assessments levied on said property; all amounts due on account of principal and interest on prior encumbrances, if any; and will keep all buildings that may at any time be on said lands, insured against loss by fire with extended coverage endorsements in a company authorized to issue such insurance in the State of Colorado, for such sum or sums as such company or companies will insure for, not to exceed the amount of said indebtedness and any prior encumbrances, except at the option of said Grantor, with loss, if any, payable to the Beneficiary hereunder, as its interest may appear, and will deliver the policy or policies of insurance to the Beneficiary hereunder, as further security for the indebtedness aforesaid. And in case of the failure of Grantor to thus insure and deliver the policies of insurance, or to pay such taxes or assessments or amounts due or to become due on any prior encumbrances, if any, then the Beneficiary may procure such insurance, or pay such taxes or assessments or amount due upon prior encumbrances, if any, and all moneys thus paid, with interest thereon at 12 per centum per annum, shall become so much additional indebtedness, secured by this Deed of Trust, and shall be paid out of the proceeds of the sale of the property aforesaid, if not otherwise paid by Grantor, and Beneficiary may for such failure declare a violation of this covenant and agreement.

If all or any part of the property or an interest therein is sold or transferred by Grantor without Beneficiary's prior written consent, excluding the creation of a lien or encumbrance subordinate to this Deed of Trust, Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

AND THAT IN CASE OF ANY DEFAULT, Whereby the right of foreclosure occurs hereunder, the Trustee or the Beneficiary or holder of certificate of purchase, shall at once become entitled to the possession, use and enjoyment of the property aforesaid, and to the rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and through the period of redemption, if any there be; and such possession shall at once be delivered to the Trustee or the Beneficiary or the holder of the certificate of purchase on request, and on refusal, the delivery of such possession may be enforced by the Trustee or the Beneficiary or holder of the certificate of purchase by any appropriate civil suit or proceeding, and the Trustee or Beneficiary or the holder of the certificate of purchase, or any thereof, shall be entitled to a Receiver for said property, and of the rents, issues and profits thereof, after such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Grantor or of the then owner of said property and without regard to the value thereof, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice--notice being hereby expressly waived--and all rents, issues and profits, income and revenue therefrom shall be applied by such Receiver to the payment of the indebtedness hereby secured, according to the law and the orders and directions of the Court.

AND, That in case of default in any of said payments of principal or interest, according to the tenor and effect of said Note aforesaid, or any part thereof, or a breach of any term of the Agreement, or of a breach or violation of any of the covenants or agreements herein, by the

Grantor, its successors or assigns, then and in that case the whole of the indebtedness hereby secured, and the interest thereon to the time of the sale, may at once, at the option of the Beneficiary or the legal holder of the indebtedness, become due and payable, and the said property be sold in the manner and with the same effect as if said indebtedness had matured, and that if foreclosure be made by the Public Trustee, a reasonable attorney's fee for services in the supervision of said foreclosure proceedings shall be allowed by the Public Trustee as part of the cost of foreclosure, and if foreclosure be made through the courts a reasonable attorney's fee shall be taxed by the court as a part of the costs of such foreclosure proceedings. Notwithstanding any other provision of this Deed of Trust, Grantor and Beneficiary hereby expressly agree that this Deed of Trust is subject to and subordinate in all respects to the construction loan deed of trust securing a loan of \$1,300,000.00 in favor of the State of Colorado and to all liens, terms, covenants and conditions of said deed of trust and to all advances heretofore made or which may hereafter be made pursuant to said deed of trust, including all sums advanced for the purpose of: (a) protecting or further securing the liens of the construction loan deed of trust, curing defaults by the Grantors under the construction loan deed of trust or for any other purpose expressly permitted by the construction loan deed of trust, or (b) constructing, furnishing, fixturing or equipping the said property. The terms and provisions of the construction loan deed of trust are paramount and controlling, and they supersede any terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the construction loan deed of trust, any provisions herein or any provisions in any collateral agreement restricting the use of said property to low or moderate income households or otherwise restricting the Grantor's ability to sell said property shall have no effect on subsequent owners or purchasers of said property. Any person, including his successors or assigns (other than the Grantor or a related entity of the Grantor), receiving title to said property through a foreclosure or deed in lieu of foreclosure of the construction loan deed of trust shall receive title to said property free and clear from such restrictions.

If any notice of default under the Note or this Deed of Trust or notice of acceleration of the maturity of the indebtedness is given to Grantor, irrespective of any legal obligation to do so, a copy of said notice shall also be given to the Primary Lender; provided, however, that nothing in this paragraph is intended, nor shall it be construed, to grant any rights whatsoever to Grantor or create any condition precedent to the exercise of any right or remedy by the Beneficiary; nor shall any noncompliance with the requirements of this paragraph constitute any defense against enforcement of the Note or this Deed of Trust, including without limitation, Beneficiary's right to accelerate maturity of the entire indebtedness and demand sale of the said property.

Should any provisions of this Deed of Trust be found to violate the statutes or court decisions of the State of Colorado, or of the United States, such provision shall be deemed to be amended to comply with and conform to such statutes and decisions.

[SIGNATURE PAGE FOLLOWS - PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

GRANTOR:
PUEBLO RESCUE MISSION
a Colorado Nonprofit Corporation

By

Melanie Rapier, Its Executive Director

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

On _____ before me,
_____, Notary Public, personally appeared
Melanie Rapier, personally known to me to be the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his authorized capacity, and
that by his signature on the instrument the person, or entity upon behalf which the person acted,
executed the instrument.

WITNESS my hand and official seal.

EXHIBIT B
PROMISSORY NOTE

PROMISSORY NOTE

Principal Amount: U.S. \$400,000.00

Date of Note: _____

FOR VALUE RECEIVED, the undersigned Pueblo Rescue Mission, a Colorado nonprofit corporation, hereinafter referred to as "Borrower," and its successors in interest, promises to pay to the City of Pueblo, a Municipal Corporation, hereinafter referred to as the "Note Holder," the principal sum of Four Hundred Thousand and No/100 (U.S. Dollars \$400,000.00), provided payment is made in accordance herewith, and payable at the Note Holder's office at 1 City Hall Place, Pueblo, Colorado, 81003, or such other place as Note Holder may designate, upon demand of the Note Holder after occurrence of the events specified in this Note.

The indebtedness shall be reduced by .5556% of the principal sum for each full calendar month, starting from the date of substantial completion of the Project, that the Borrower owns and operates the property as a homeless shelter, serving and assisting homeless individuals.

The grant evidenced by this Note is being made to finance a homeless shelter project (hereinafter referred to as the "Project") per the City of Pueblo Community Development Block Development Grant Program – CV Subrecipient Agreement by and between Borrower and Note Holder (the "Agreement"). This Note and all principal payable hereunder are secured by a Deed of Trust of even date herewith upon real property, upon which the Project is located or to be located, and all improvements thereon, situated in the County of Pueblo, State of Colorado (hereinafter referred to as the "Property") and described more particularly as:

LOTS 2 + 3 BLK 24 STATE ADD LOTS 26, 27, 28 + 29 BLK 3 THATCHER + GAST SUB
FORMERLY #05-361-21-002 + 05-362-05-009

also known as street and numbers 710 W. 4th Street, Pueblo, Colorado, 81003.

The terms, conditions, covenants, provisions, stipulations, and agreements of said Deed of Trust and said Agreement are hereby made a part of this Note by reference in the same manner and with the same effect as if they were fully set forth herein, and the Borrower hereby covenants and promises to abide by and comply with each and every covenant and condition set forth in this Note, the Deed of Trust, and the Agreement. The Borrower reserves the right to prepay all or any part of the principal owing on this Note at any time or times prior to maturity without notice and payment of any premium or penalty.

Upon the occurrence of any of the following events, the entire unpaid principal hereof shall, at the option of the Note Holder, and without notice, become at once due and payable and shall accrue interest at the default rate of twelve percent (12%) per annum thereafter until paid in full, and no failure by the Note Holder to exercise such option shall be deemed or construed as a waiver of the right to exercise the same in the event of any subsequent default or breach:

1. Any default in the payment when due, or any part of the principal or interest hereunder.
2. Any breach or failure of the Borrower to perform within the allotted time any term or condition of the Agreement, the Deed of Trust, or any other instrument securing to the Note Holder payment or performance of any obligation of the Borrower.

3. If the Borrower shall be involved in financial difficulties as evidenced: (i) by an admission in writing of the Borrower's inability to pay its debts generally as they become due; (ii) by filing a petition in bankruptcy or for the adoption of an arrangement under the federal Bankruptcy Code (as now or in the future amended) or an admission seeking the relief therein provided; (iii) by making an assignment for the benefit of creditors; (iv) by consenting to the appointment of a receiver or trustee for all or a substantial part of the Borrower's assets or to the filing of a petition against the Borrower under said Bankruptcy Code; (v) by being adjudicated as bankrupt; (vi) by the entry of a court order appointing a receiver or trustee for all or a substantial part of the assets of the Borrower or approving as filed in good faith a petition filed against the Borrower under said Bankruptcy Code; (vii) by the assumption of custody or sequestration by a court of competent jurisdiction of all or substantially all of the assets of the Borrower; (viii) by an attachment for an amount in excess of \$25,000 on any substantial part of the assets of the Borrower which shall not be discharged within thirty (30) days from the making thereof; or (ix) by a judgment or decree for the payment of money in excess of \$25,000 being entered against the Borrower, or if an attachment, execution or levy is made upon any of the Borrower's assets and the judgment, execution or levy, as the case may be, is not discharged or stayed within thirty (30) days from the date of the judgment, attachment, execution or levy as the case may be.
4. If the Borrower shall have made any misrepresentation or a material nature in its application for the grant, or in any document furnished by it to the Note Holder relative to the Project.
5. If there is pending or threatened litigation with respect to the grant or the performance by the Borrower of any of its duties or obligations hereunder.6.
If the Project cannot proceed because of inability to continue land option or secure zoning or due to any action by any branch of government which impairs use of the Property herein described for proposed Project purposes.
7. If the Note Holder in its sole and absolute discretion determines that the Borrower has abandoned or discontinued the acquisition, construction, rehabilitation, or completion of the Project.

The Borrower, and any and all endorsers, sureties, guarantors and assumers hereof, hereby jointly and severally waive presentment, protest, notices of dishonor and of protest, and all defenses whatsoever on the ground of any extension(s) of the time of payment or of the due dates of this Note, in whole or in part, before or after maturity, with or without notice, it being further agreed by the Borrower and all such parties that they will pay all collection expense, court costs, and reasonable attorneys' fees which may be incurred in the collection or enforcement of this Note or any part hereof. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Agreement or Deed of Trust.

This instrument shall be governed by the laws of the State of Colorado and any dispute regarding its terms and conditions shall be resolved in the District Courts of the State of Colorado.

Executed and delivered this _____ day of _____, 2023.

Pueblo Rescue Mission
a Colorado nonprofit corporation

By: _____

Name: _____

Title: _____

EXHIBIT C
DUPLICATION OF BENEFITS CERTIFICATION

To be submitted by the Subrecipient with its reimbursement requests.

The undersigned, on behalf of and as a duly authorized agent and representative of the Subrecipient, certifies and represents that all information contained in and enclosed with the reimbursement request is true to the best of his or her knowledge and acknowledges City has relied on such information to award ARPA assistance. The Subrecipient also certifies that they have not received assistance or reimbursement from any other funding sources for the specific expenses included in this reimbursement request.

The Subrecipient acknowledges that it may be prosecuted by Federal, State, or local authorities and/or that repayment of all ARPA funds must be repaid to the City if it makes or files false, misleading, or incomplete statements, documents or reimbursement requests.

Month of Reimbursement Request: _____

Signature of Recipient: _____

Printed Name: _____

Title: _____

Date: _____

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

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 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.

EXHIBIT E
REPORTING FORMS

EXHIBIT F
REIMBURSEMENT DOCUMENTATION

EXHIBIT G
AFFIRMATIVE ACTION PLAN

CITY OF PUEBLO

DEPARTMENT OF HOUSING AND CITIZEN SERVICES

Affirmative Fair Housing Marketing Procedures

It is the policy of the Department of Housing and Citizen Services to administer its housing programs affirmatively, as to achieve a condition in which individuals of similar income levels in the same housing market area have a like range of housing choices available to them regardless of their race, color, religion, sex, sexual orientation, handicap, familial status or national origin. Each applicant for participation in the Department's housing programs shall pursue affirmative fair housing marketing policies in soliciting buyers and tenants, in determining their eligibility, and in concluding sales and rental transactions.

METHODS AND PRACTICES FOR INFORMING THE PUBLIC

In order to inform the public, owners, and prospective tenants about federal fair housing laws and the City's affirmative marketing policies, the developer will include the Equal Housing Opportunity logotype and/or slogan, and a logotype and/or slogan indicating equality, non-discrimination, and equal access, in all press releases, solicitations, and program information materials.

The City shall develop an outreach plan each year, which will include, singularly or in combination, advertisements in local newspapers, public service announcements, distribution of fair housing brochures at relevant events, community presentations, or other outreach activities to inform the community about fair housing rights and responsibilities.

REQUIREMENTS AND PRACTICES FOR OWNERS

All developers who receive funds from the City are required to enter into loan and regulatory agreements with the City prior to receiving any funds. These agreements are designed to bind the recipients to all of the program requirements, including the affirmative fair marketing procedures. Developers receiving federal funds are required to create units that are accessible to people with disabilities. At least five percent of the new units must be accessible to people with mobility impairments and at least two percent must be accessible to people with hearing or vision impairments.

In addition to Federal laws requiring units for people with physical disabilities, Fair Housing laws require owners to make reasonable accommodations or modifications for people with all types of disabilities. In doing so, recipients are required to make and pay for structural modifications to dwelling units and common areas when needed as a reasonable accommodation for tenants or applicants with disabilities. In such cases where providing a requested accommodation would result in an undue financial and administrative burden, developers are required to take any other action that would not result in an undue burden.

Recipients must submit proposed marketing and management plans on the form HUD-935.2(a) for multifamily projects or 935.2(b) for single-family projects, along with supporting documentation to the City for review and approval. Prior to commencing marketing activities, owners will be required to meet with City staff to review the proposed marketing strategy to ensure that affirmative marketing efforts will be employed.

Management plans must include policies for ensuring reasonable accommodation for persons with disabilities. Management plans must also contain policies and provisions for recordkeeping and monitoring.

Marketing plans must include information on strategies for reaching persons and groups not likely to apply including, but not limited to, households with a disabled member. Marketing plans must also include procedures for ensuring that accessible units are occupied by people with disabilities who require accessible features, as described below.

Marketing plans must include the use of the fair housing logotype and/or slogan, and use of a logotype and/or slogan and fair housing posters must be displayed at the project rental or sales office. Owners are required to advertise in newspapers of general circulation, and to provide notice to community groups when units become available.

Marketing strategies must include use of a welcoming statement to encourage people with disabilities to apply for units, as well as a description of available units, accessible features, eligibility criteria, and the application process.

Marketing plans must indicate that qualified applicants with disabilities who request accommodations shall receive priority for the accessible units. Open houses and marketing offices must be accessible to allow disabled persons to visit the site and retrieve information about accessible units.

PROCEDURES FOR OUTREACH TO PERSONS LEAST LIKELY TO APPLY

Owners are required to engage in special outreach to persons and groups in the housing market area who, in the absence of such outreach are not likely to apply for the housing. In determining what special outreach is needed, Owners should take into account past patterns of discrimination, the racial and ethnic makeup of the neighborhood, language barriers, location, or other factors that might make it less likely that some persons and groups (a) would be aware of the availability of the housing or (b) would be likely to apply for the housing.

In particular, owners are required to advertise in media, which are reasonably likely to reach such targeted groups, and to provide notice to community organizations, fair housing agencies, and other similar organizations. A list of local disability organizations and community development boards will be provided by DHCS upon request. Multilingual advertising is encouraged where such efforts would result in reaching persons and groups not likely to apply.

SPECIFIC PROCEDURES FOR ENSURING THAT ACCESSIBLE UNITS ARE OCCUPIED BY PEOPLE WITH DISABILITIES WHO REQUIRE ACCESSIBLE FEATURES

Outreach by owners to the community shall include the distribution of notices describing:

- ◆ the availability of all units;
- ◆ specific information regarding the availability and features of accessible units;
- ◆ eligibility criteria; and
- ◆ application procedures.

All application forms shall include information indicating that people with disabilities requiring accessible features shall receive priority for accessible units. The application must include a section to be filled out by any applicant requesting an accommodation with details on the

applicant's special needs for accessible features or other accommodations. Under no circumstance should an applicant be required to disclose a disability unless requesting an accommodation. This will allow developers to provide, upfront, any necessary accessible features and/or accommodations for those people requesting accommodations.

Owners shall take reasonable nondiscriminatory steps to maximize the utilization of accessible units by eligible individuals whose disability requires the accessibility features of the particular unit. To this end, any vacant, accessible unit should first be offered to a current, disabled tenant of the same project or comparable project under the owner's control.

The disabled occupant must require the features in the vacant unit and must be occupying a unit not having such features. If no such occupant exists, the developer shall then offer the unit to a qualified applicant on the waiting list who has a disability requiring the accessibility features of the unit.

Furthermore, when offering an accessible unit to applicants without disabilities, the owner may require such applicants to agree to move to a non-accessible unit when one becomes available or when the accessible unit is needed by a disabled household. Such an agreement may be incorporated into the lease.

Note: An owner may not prohibit an eligible family with a member who has a disability from accepting a non-accessible unit, which may become available before an accessible unit. Owners are required to modify such a non-accessible unit as needed or move a disabled household into a unit that can be altered, unless the modifications would result in an undue financial and administrative burden or alteration in the nature of a program. All applicants should be provided information about how to request a reasonable accommodation at the time they apply for admission and at every recertification.

RECORDKEEPING AND MONITORING

Owners must maintain records for at least five years regarding marketing and tenant selection practices. Upon request, Owners are required to submit to the City copies of all advertisements indicating the date the advertisements were placed and the media outlets which were used.

Owners must also provide copies of notices sent to community groups and a listing of those groups to which notices were sent. Owners must maintain records regarding the characteristics of persons applying for vacant units, and the characteristics (including race and familial status) of persons actually selected for the units. Owners' records must also include the number, location, and description of accessible units, and success in filling such units with people who need accessible features or other accommodations. In addition, Owners should document any reasonable accommodations made to, or requested by, tenants during the reporting year.

As part of the City's monitoring of assisted housing developments, the City will review the Owners' records to verify that each qualified household living in an accessible unit has at least one household member who needs the accessible features of the unit.

The duration of monitoring of Affirmative Fair Housing Marketing (AFHM) Requirements varies with each housing program. For homeownership programs, AFHM requirements apply through the completion of initial sales transactions on units covered by the approved AFHM plan. For assisted rental housing, AFHM requirements apply throughout the term of the loan and regulatory agreements, including those periods when the project does not maintain sustaining occupancy.

ANNUAL SURVEY AND CERTIFICATION

Housing providers should complete an annual survey and certification regarding its AFHMP and submit it to the City. The Annual Survey and Certification must respond to all of the following:

1. A current Affirmative Fair Housing Marketing Plan (AFHMP) (Form HUD-935.2A) is required of all City-assisted housing projects.
 - a. What is the date of the current AFHMP on file?
2. Does your site office / web site have the Equal Opportunity logo and statement posted?
3. How many units are currently vacant or have given notice to vacate?
4. How are vacant units advertised?
5. In the last year, have any applicants for units been rejected?
 - a. If yes, please provide reasons for rejection.
 - b. Did any rejected applicants have Housing Choice Vouchers (Section 8) or other rental subsidy sources of income?
6. In the last year, have any residents been evicted?
 - a. If yes, provide list of evicted households including building and unit number and reasons for eviction.

Project Name:

Project Address:

Owner Name:

Owner Address:

Signature of Owner or its Agent / Representative:

Date:

Printed name and Title:

ASSESSMENT OF SUCCESS AND CORRECTIVE ACTIONS

The City will review records maintained by owners to ensure that Affirmative Fair Housing Marketing requirements are being met. Where the characteristics of applicants are significantly different from the make-up of the City's population (i.e., in cases where specific groups are over-represented or under-represented), the City will examine in more detail the owner's actions to determine if a violation of the requirements has occurred.

The City employs a variety of corrective actions. Initially, owners who have not fully complied with the requirements are directed to engage in targeted marketing efforts to reach groups not initially reached. In cases where owners refuse to comply with the affirmative fair marketing procedures, the City may take additional actions to secure performance under the loan agreement, including declaring the loan in default and recapturing the funds.

**EXHIBIT H
PREVAILING WAGE SCALE**

"General Decision Number: CO20230027 08/25/2023

Superseded General Decision Number: CO20220027

State: Colorado

Construction Type: Building

County: Pueblo County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:		Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.	
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:		Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all	

	hours spent performing on	
	that contract in 2023.	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

0	01/06/2023
1	02/24/2023
2	04/07/2023
3	05/12/2023
4	06/02/2023
5	07/07/2023
6	07/14/2023
7	08/04/2023
8	08/25/2023

ASBE0028-002 03/01/2022

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR - MECHANICAL (Duct,
Pipe & Mechanical System
Insulation).....\$ 32.98 15.47

ELEC0012-005 06/01/2023

Rates Fringes

ELECTRICIAN.....\$ 30.40 14.41

ENGI0009-017 05/01/2023

Rates Fringes

POWER EQUIPMENT OPERATOR
(Crane)
141 tons and over.....\$ 38.63 14.25

50 tons and under.....	\$ 34.77	14.25
51 to 90 tons.....	\$ 35.07	14.25
91 to 140 tons.....	\$ 36.27	14.25

IRON0024-009 05/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 35.24	12.50

IRON0024-010 05/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 35.24	12.50

PAIN0079-009 08/01/2022

	Rates	Fringes
PAINTER (Spray).....	\$ 25.11	10.95

* PLAS0577-002 05/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.62	13.50

PLUM0058-005 07/01/2023

	Rates	Fringes
PIPEFITTER, Excludes HVAC Duct and Pipe Installation.....	\$ 39.40	16.83

PLUM0058-006 07/01/2023

	Rates	Fringes
PLUMBER (Excludes HVAC Duct and Pipe Installation).....	\$ 39.40	16.83

SHEE0009-008 07/01/2023

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct and Pipe Installation).....	\$ 38.47	20.83

* SUCO2013-013 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER.....	\$ 20.64	0.00
LABORER: Common or General.....	\$ 13.67 **	1.36
LABORER: Mason Tender - Brick...	\$ 15.99 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00 **	0.00
LABORER: Pipelayer.....	\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.26	8.62
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 18.58	2.42
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
PAINTER (Brush and Roller).....	\$ 17.20	0.00
ROOFER.....	\$ 16.71	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing

this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination

- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

**Colorado Latino Voter Project
P.O. 19834
Colorado City, Colorado 81019**



September 24, 2023

Mr. Nicholas Gradisar, Mayor
1 City Hall Place 2nd Floor
Pueblo, Colorado 81003

RE: Vicente Martinez Ortega City Councilman District 4.
Violation of City Council rules and regulations

Dear Mayor Gradisar:

This letter is to file a formal complaint against City Councilman District 4, Vicente Martinez Ortega. My complaint is that he has used his position on City Council, to lie about me and the Non-Profit Colorado Latino Voter Project Inc. On several occasions in public meetings, he has communicated that I and the Board of Directors stole money. The District Attorney's office had investigated a complaint filed against the Board of Directors and found no mismanagement of funds.

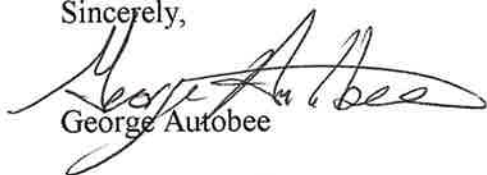
The first of September I approached Councilman Ortega and I requested that he stop lying about his charges of theft. He threatened that he was going to continue his lying. I suggested that he talk to the District Attorney's office. He responded he did not have to talk to anybody and he flipped me off.

His threats of intimidation, slander and defamation must stop. His actions has caused the Colorado Latino Voter Project Inc. 501(c)3 to be unable to secure additional funding, due to this City Councilman's actions.

I am requesting as cited in Sec.1-9-30 an investigation into City Councilman Ortega's actions. Section 1-9-1 Part 4 covers the Councils responsibilities in observing the letter and spirit of laws and rules. Part 5 covers being honest, fair, caring and respectful. Avoiding conduct creating the appearance of impropriety or which is otherwise unbecoming public Servants.

I am looking forward to your response. Thank you

Sincerely,



George Autobee

cc: City Council
City Attorney
District Attorney
Probation Dept.
The Pueblo Chieftain

Submit complaint by mail or email to:

City of Pueblo – Elections Division
Marisa Stoller, City Clerk
#1 City Hall Place
Pueblo, CO 81003
Phone: (719) 553-2669
Fax: (719) 552-2697
mstoller@pueblo.us



city of

PUEBLO
colorado



CAMPAIGN FINANCE COMPLAINT FORM

Any person may file a complaint up to 180 days after the date on which the Complainant either knew or should have known, by the exercise of reasonable diligence, of an alleged violation. A complainant must specifically identify one or more respondents, a violation of Colorado Campaign Finance Rules and Regulations (Constitution Article XXVIII, the Fair Campaign Practices Act, or the Secretary of State's rules concerning Campaign and Political Finance) and allege specific facts to support a legal and factual basis for the complaint. (See section 1-45-111.7, C.R.S.) Please be advised, complaints are public information and the Respondent will be provided a copy of this Complaint.

*Denotes required field

Your Information (Complainant)- Information about the person or entity filing the complaint:

*Full Name: Michelle M. Gray
*Mailing Address: 1159 S Camino Santiago Dr
*Telephone Number: 719 252 6011 *Email Address: mmcouthsgray@hotmail.com
*Date Made Aware of Violation: 9/9/2023

Respondent's Information - Information about the person or entity alleged to have committed the violation:

*Full Name: Vicente Martinez Ortega
work: #1 City Hall Place Pueblo CO 81003
*Mailing Address: #1 City Hall Place Pueblo CO 81003
Telephone Number: 719-568-8038 *Email Address: vmartinezortega@pueblo.us
Home Address: 607 Bellevue Pl Pueblo CO 81004
Briefly summarize the allegations of your complaint including dates of the alleged violations and attach any supporting documents and materials.

attached

By submitting this form and any supporting evidence or documentation, I hereby affirm that I have read and am familiar with the procedures set forth in section 1-45-111.7, of the Colorado Revised Statute (C.R.S.).

*Complainant's Signature: Michelle M. Gray

Date: 10/2/2023

My name is Michelle Gray; I am the Chair of the Pueblo County Republican Party, and am committed to ensuring that those who govern the constituents of the City are transparent, responsive, and ethical. I am filing an ethics complaint against the City Council District 4 Councilman and candidate for reelection Vicente Martinez Ortega. I used the City of Pueblo Code of Ethics in determining the violations committed by Vicente Martinez: CHAPTER 9 - Code of Ethics | Code of Ordinances | Pueblo, CO | Municode Library.

On September 11, 2023, I addressed City Council to bring forth my citizens grievance against Councilmember Vicente Martinez. Rather than properly addressing my grievance, as recorded during public comment, Councilman Martinez leveraged his authority from the Dais by directing me, Michelle Gray, not to “waste the City Clerk’s time or any of our (City Council’s) time with an ethics complaint (September 11, 2023 at 43.38 minutes)” My freedom of speech was impinged upon. This is a clear violation of the Code of Ethics (Chapter 9 Code of Ethics, Article I Uniform Standards of Conduct, Sec. 1-9-1 Legislative declaration (2.a) Framework and Purpose Code of Ethics number 2 “Objective Judgement. Employ independent, objective judgment in performing duties, deciding all matters on the merits, free from avoidable conflicts of interest and both real and apparent improper influences.” Rather than encouraging the transparency our City Council, Councilman Vicente was trying to prevent his unethical conduct from coming to light.

On September 9, 2023, Vicente Martinez held a meeting alleged to be a Townhall and paid for in part by the taxpayers of Pueblo through the Mayor’s office and marketed by Vicente Martinez’s campaign funds. The meeting, far from being a public Townhall, was in fact a campaign event for Vincente Martinez. Vincente Martinez willfully, knowingly, and unethically held a campaign event at taxpayer expense and is trying to cover up his unethical behavior.

I submit, with video and material evidence the following violations of the Code of Ethics that Vincente Martinez has committed:

- Section 1-9-3 (a) clearly states that “a City official or employee shall carry out his or her duties and services in a competent, **unbiased, open and honest** manner for the benefit of the people of the City”. As recorded at the August 28th City Council meeting, the councilman stated that you could not attend the “Townhall” unless you received a flyer. Requiring a flyer to attend a District 4 Townhall not only excludes citizens in D4 (those who did not receive a flyer), it also excludes residents in Districts 1 – 3 showing that this meeting was not held for the benefit of the people of the city and was instead held as a campaign event for Vicente Martinez. Additionally, his bias and proof the meeting was not held “for the benefits of the people of the city” was recorded during the September 11, 2023, public comment session when Michelle Gray was told specifically that “he did not represent all of Pueblo.”
- Section 1-9-3 (a) was also violated by bias and lack of openness and was not conducted for the “benefit of the people of the city” when attendees were recruited through canvassing and campaign efforts. Council member Vicente Martinez is recorded on September 11th stating that “his campaign paid for the flyers, paid for the gas to go there...

(the event) which took 3.5 miles worth of canvassing, (for a total of) 5 hours of canvassing." His flyer clearly denotes that this was a campaign effort since his campaign logo was prominently placed on the flyer (attached). Additionally, the event was only open to those who received a flyer, and the flyers were only distributed to potential voters in his campaign area.

- Section 1-9-4(a) Section 2 states that City officials may not accept a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value which would tend improperly to influence a reasonable person in his or her position to depart from the faithful and impartial discharge of his or her public duties. As recorded in the September 11th public comment section, Councilman Martinez "thanked the Mayor's office for providing \$225 for refreshments for folks who attended this alleged Townhall to eat." The council member previously stated that "his campaign paid for the flyers, paid for the gas to go there, ... and that it took 3.5 miles worth of canvassing, 5 hours total" to make the meeting happen. Far from being an open Townhall, this event was a campaign event. By taking this money from the Mayor's office, the councilman has taken a gift of substantial value from the Mayor's office and is trying to let the public believe that his campaign was supported by the Mayor, taxpayers and city employees. Again, as recorded at the September 11th public comment section, Vicente Martinez says "Thank you Mayor for attending, city departments, police, fire, public works, parks and recreation were represented at this Townhall." This statement would lead a reasonable person to believe that this limited attendance event, which was in fact a campaign event, was supported by the city employees that attended.
- Section 1-9-7(b) states a City official, or employee shall not: 1) engage in a substantial financial transaction for his or her private business purpose...or 2) perform an official act direct and substantially affecting to its economic benefit a business or other undertaking in which he ... has a substantial financial interest. Councilman Martinez "thanked the mayor's office for providing \$225 for refreshments for folks to eat," at what was clearly not a Townhall but was in fact a campaign event at which Vicente Martinez not only had a substantial interest but was in fact the only beneficiary. This is a clear violation of the Code of Ethics 1-9-7(b).

Because of the egregious violations of the City of Pueblo's Code of Ethics, I request, on behalf of the citizens of Pueblo, that they be made whole by the implementation of the following penalties.

- Section 1-9-8 dictates that "any individual who is found to have violated any provision of this code of ethics shall be liable to the City for double the amount of financial equivalent of any benefits obtained by such actions." Councilman Martinez should be subject to this penalty. I request that Vicente Martinez be required to repay the taxpayers of Pueblo the \$225 that was inappropriately spent for this campaign event and the \$250 penalty for violating the Code of Ethics. Additionally, I request that Vicente Martinez be required to donate to the city an amount equivalent to two times the amount of campaign

contributions that Vicente Martinez raised at this event. This would ensure that Vicente Martinez and his campaign were not unduly enriched by the use of city funds and cover the penalty provided in the Code of Ethics for violations of the Code of Ethics.

- I also request that per Section 1-9-8 "City officials who violate this code of ethics are subject to appropriate disciplinary action." I request that Vicente Martinez be subject to appropriate disciplinary action for recruiting city employees to attend a campaign event under the guise of a Townhall, accepting taxpayer funds to fund a campaign event, marketing a Townhall that excluded most Pueblo residents, marketing an event as a Townhall that was in fact a campaign event and intimidating Michelle Gray, as recorded at the September 11th Pueblo City Council Meeting, from bringing to light the unethical behavior of Vicente Martinez.

As stated earlier, at the City Council meeting September 11th, 2023 Vicente Martinez, "thanked the mayor for providing taxpayer funds and for attending, thanked city departments, police, fire, public works, parks and rec...for attending" what was clearly a campaign event. I call for an immediate investigation of this clear violation of the City Council Code of Ethics and for the implementation of penalties and disciplinary action for the violations of Councilman Vicente Martinez.

* Video Link at 43:37 minutes

https://pueblo.granicus.com/player/clip/772?view_id=4&redirect=true&h=5692e43db685f38d5f1a4b376753a019

Michelle M Gray
Pueblo County GOP Chair
719-252-6011

**District 4
South Pointe
Townhall**

**Sept 9th, 10 AM-12 PM
Settler's Village Park
3400 Pheasant Ln,
Pueblo, CO 81005**



**Join Vicente,
Mayor Gradisar &
City Staff
addressing South
Pointe issues, in
your community.**



**VICENTE
PUEBLO CITY COUNCIL
DISTRICT 4**