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

MONDAY, DECEMBER 11, 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
Laurel Holmstrom-Keyes, Pagan Community Minister

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "Gateway to the Southwest Day - December 11, 2023" - Bill Zwick, Project Manager

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 Meetings dated November 13, 2023, and November 27, 2023, as distributed.

J1 City Council Minutes November 13, 2023

J2 City Council Minutes November 27, 2023

K. CONSENT AGENDA

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

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A Resolution awarding a Construction Contract in the amount of $605,000.00 to Rockies Environmental and Demolition Services, for Project No. 23-142, Abate and Demolish - 125 E. 7th Street (CDBG), setting forth $100,000.00 for contingencies, and authorizing the Purchasing Agent to execute same

M2 A Resolution awarding Contract Amendment No. 1 in the amount of $129,249.95 to JARCCO Construction, LLC, a Colorado Limited Liability Company, for Project No. 23-068, Concrete Improvements - W. 32nd Street, and authorizing the Purchasing Agent to execute same

M3 A Resolution awarding a Construction Contract in the amount of $149,680.00 to FRPHI Hydronics, LLC, for Project No. 23-140, Mechanical Improvements - HR Building HVAC Replacement, setting forth $75,000.00 for contingencies, and authorizing the Purchasing Agent to execute same

M4 A Resolution authorizing the transfer of $6,976.00 from Capital Project CI0913 - Park Area Belmont and $470.00 from CI0914 - Park Area Eastside into Capital Project CI1803 - Play Equipment Renovation

M5 A Resolution accepting a conveyance of real property to Pueblo, a Colorado Municipal Corporation, from Global Proposal, LLC for the purpose of constructing a fire station

M6 A Resolution of the City of Pueblo, a Colorado Municipal Corporation, Acting by and through its Golf Enterprise, Approving Lease/Purchase Financing with BankFunding, LLC, for Equipment from Masek Rocky Mountain Golf Car Company and L.L. Johnson Distributing Company and Authorizing the Execution and Delivery of all Documents required therewith by the Mayor or Director of Purchasing, and Authorizing all other actions necessary for the Consummation of the Transaction Contemplated by this Resolution

M7 A Resolution of the City of Pueblo, a Colorado Municipal Corporation, acting by and through its Golf Enterprise, approving the acquisition of maintenance equipment and golf carts for Elmwood and Walking Stick Golf Courses and authorizing the City of Pueblo's Purchasing Agent to Execute Purchasing Agreements for same

M8 A Resolution confirming the appointment by the Mayor of Thea Rodriguez to complete a four-year term expiring June 30, 2025 on the Pueblo Energy Advisory Commission

M9 A Resolution confirming the reappointment by the Mayor of Marty Garcia to serve a three-year term expiring December 31, 2026 on the Historic Arkansas Riverwalk of Pueblo (HARP) Foundation

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance appropriating $175,000 from the General Fund Reserve to Project CI2406 - Jan'24 Mayoral Runoff Election for Mayoral runoff election expenses that occur in 2023.

N2 An Ordinance establishing Fund No. 236 - Plastic Pollution Reduction and budgeting and appropriating all funds received by the City of Pueblo under the Plastic Pollution Reduction Act and all future payments received from the Plastic Pollution Reduction Act in Fund No. 236.

N3 An Ordinance approving and ratifying a Supplemental Environmental Project Agreement and approving a modification to said Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado Department of Public Health and Environment for the purpose of developing a Household Hazardous Waste program; authorizing the Mayor

to execute the modification; accepting funds in the amount of $378,880.00 from the Colorado Department of Public Health and Environment; and budgeting and appropriating said funds into Project Account No. PL2302 - Household Hazardous Waste Program

N4 An Ordinance approving and authorizing the finance department for transfer of funds to be budgeted, appropriated from 3020-53003 in the amount of $10,000; 3020-56012 in the amount of $25,000; and 3020-56920 in the amount of $15,000 to be moved into project CI2331 for the purchase of equipment

N5 An Ordinance vacating two sections of two public access, sidewalk, and utility easements in lots 1-3, block 3, Pinion Ridge Commercial Subdivision

N6 An Ordinance vacating the drainage and detention easement in lot 1, block 2, Skyview Subdivision

N7 An Ordinance amending Section 14-12-8 of the Pueblo Municipal Code relating to retail marijuana excise tax rate and effective January 1, 2024 decreasing said rate of tax to zero for a period of three years

N8 An Ordinance suspending the payment of the monthly Street Utility Repair Utility Service Charges for twelve consecutive months beginning with each utility customer's January 2024 utility bill

N9 An Ordinance approving an agreement between the City of Pueblo, a Colorado Municipal Corporation, and Soundthinking, Inc. (formerly ShotSpotter), a California Corporation, to provide services to emergency responders, most specifically Pueblo Police Department, for gunshot detection, crime analysis and data, and resources regarding said detection, and authorizing Mayor Gradisar to execute the same

O. APPROVAL OF CONSENT AGENDA

I move to approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for December 26, 2023, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A Resolution approving the Pueblo Urban Renewal Authority Vendor Fee budget for the Pueblo Convention Center and the Memorial Hall capital projects and maintenance fund, for the calendar year 2024, commencing January 1, 2024 and ending the last day of December 2024.

Q2 A Resolution authorizing payment from the Council Contingencies account in the 2023 general fund budget to Temple Emanuel in the amount of $2,000 to sponsor the building of a wheelchair ramp

Q3 A Resolution authorizing payment from the Council Contingencies account in the 2023 general fund budget to The Roselawn 1891 Company, DBA: Roselawn Foundation in the amount of $1,050 to sponsor the "Wreaths Across America" event at Roselawn Cemetery

R. ORDINANCES – FINAL PRESENTATION

R1 An Ordinance approving an agreement for Professional Services in the amount of $183,710 between the City of Pueblo, a Colorado Municipal Corporation, and Arcadis U.S. Inc., for consulting, hydrologic evaluation and geotechnical analyses and authorizing the Mayor to execute the same - *Introduced November 27, 2023 by Councilor Vicente Martinez Ortega*

R2 An Ordinance approving a joint funding agreement between the City of Pueblo, a Colorado Municipal Corporation and the U.S. geological survey, to continue the collection of hydrologic data along Fountain Creek and the Arkansas River and authorizing the Mayor to execute said agreement. - *Introduced November 27, 2023 by Councilor Vicente Martinez Ortega*

R3 An Ordinance approving an agreement for Professional Engineering services in the amount of $566,050 between the City of Pueblo, a Colorado Municipal Corporation, and Brown and Caldwell, Inc., for consulting engineering and project management services with respect to upgrading the James R. Dilorio Water Reclamation Facility's Rockwell Automation FactoryTalk View Supervisory Control and Data Acquisition (SCADA) system and authorizing the Mayor to execute the same - *Introduced November 27, 2023 by Councilor Vicente Martinez Ortega*

R4 An Ordinance approving an Amendment to the Management Agreement for the Pueblo Weisbrod Aircraft Museum between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo Historical Aircraft Society, a Colorado nonprofit corporation, and authorizing the Mayor to execute the same. - *Introduced November 27, 2023 by Councilor Vicente Martinez Ortega*

R5 An Ordinance providing for The City of Pueblo departmental authorized personnel positions for the fiscal year 2024 - *Introduced November 27, 2023 by Councilor Vicente Martinez Ortega*

R6 An Ordinance amending sections 6-5-16 and 6-5-18 of Chapter 5, of Title VI of The Pueblo Municipal Code relating to the classification and pay plan for fiscal year 2024. - *Introduced November 27, 2023 by Councilor Vicente Martinez Ortega*

R7 An Ordinance approving the 2nd Amendment to the Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation ("City"), and the State of Colorado, Acting by and through the Colorado Department of Transportation ("CDOT"), Project MTF M086-088 (24024)/TAP M086-091 (24079) for Prairie Avenue to Minnequa Lake Trail Project and Authorizing the Mayor to execute same - *Introduced November 27, 2023 by Councilor Vicente Martinez Ortega*

R8 An Ordinance approving the 1st Amendment to the Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation ("City"), and the State of Colorado, acting by and through the Colorado Department of Transportation ("CDOT"), Project TAP M086-072 (20192) / MTF 086-089 (24054) for the Arkansas River Trail Phase 4 Project and Authorizing the Mayor to Execute Same - *Introduced November 27, 2023 by Councilor Vicente Martinez Ortega*

R9 An Ordinance approving and authorizing the Mayor to execute a service agreement between the United Way of Pueblo County, Colorado, Inc., establishing project no PS2308 for the DOT'S program, and budgeting and appropriating grant funds in the amount of $14,017 for the purposes authorized by the service agreement - *Introduced November 27, 2023 by Councilor Vicente Martinez Ortega*

R10 An Ordinance approving the transfer of funds in the amount of $64,000.00 from the Pueblo Triple Aim Corporation to Project NO. PS2214 for use in the DOTS program. - *Introduced November 27, 2023 by Councilor Vicente Martinez Ortega*

R11 An Ordinance approving and authorizing the Mayor to execute a Second Amendment to the Agreement for Professional Services between the City of Pueblo, a Colorado Municipal Corporation, Tatiana Baily, Ph.D., dba Peak Analytics Consulting, and Center for Technology, Research and Commercialization dba Data-Driven Economic Strategies, a Colorado Non-profit Corporation relating to the Pueblo Monthly Economic Dashboard reports - *Introduced November 27, 2023 by Councilor Vicente Martinez Ortega*

R12 An Ordinance approving an agreement between Pueblo School District 60, DBA Pueblo City Schools, and the City of Pueblo for the School Resource Officer Program during the period of January 1 through December 31, 2024, and authorizing Mayor Gradisar to execute same - *Introduced November 27, 2023 by Councilor Vicente Martinez Ortega*

S. QUASI-JUDICIAL PROCEEDINGS

S1 An Ordinance amending zoning restrictions to rezone approximately three acres of land generally located at 1725 West Pueblo Boulevard from B-3, Highway and Arterial Business Zone District and A-4, Agricultural Four Zone District to B-4, Regional Business Zone District - *Introduced November 27, 2023 by Councilor Vicente Martinez Ortega*

T. ADJOURN

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, NOVEMBER 13, 2023 - 7:00 PM

MINUTES

A. CALL TO ORDER

President Graham called the meeting to order at 7:00 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: Lori Winner.

Council Members Absent: Larry Atencio.

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

E. SPECIAL RECOGNITIONS

E1 PROCLAMATION PRESENTATION: "INTERNATIONAL SURVIVORS OF SUICIDE LOSS DAY - NOVEMBER 17, 2023" - NANCI GONZALEZ, PRESIDENT OF THE SUICIDE PREVENTION COALITION OF PUEBLO COUNTY

F. PUBLIC FORUM

- Elvis Martinez - Election/PPD and more
- Ted Freeman - Signing off
- Aspen - Forging Pueblo
- Christy Ruckus - Election
- Paul Griner - Distruction of Natural Habitat
- Marty Harvey - down business here

G. COUNCIL MEMBER AND MAYOR COMMENTARY

Chief of Staff Solano congratulated the City's IT department and department head Lori Pinz on winning 4th place in our size category for Top 10 Digital Cities, a nation-wide recognition.

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

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Martinez, seconded by Councilor Martinez Ortega, moved to postpone item N12 to November 27th and approve the agenda as amended.

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

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES OCTOBER 23, 2023

Councilor Martinez Ortega, seconded by Councilor Flores, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **October 23, 2023** as distributed.

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

K. CONSENT AGENDA

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

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A RESOLUTION AUTHORIZING PAYMENT OF THREE HUNDRED FIFTY THOUSAND DOLLARS ($350,000) FROM PROJECT NO. CI-2113 – AMERICAN RESCUE PLAN ACT, FOR THE PURPOSES OF CONSTRUCTING BROADBAND INFRASTRUCTURE, AS AUTHORIZED BY SECTION 603 (A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35

This Resolution was assigned as **15409**.

M2 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $300,290.30 TO RUSS GRADING & EXCAVATING LLC., FOR PROJECT NO. 23-128, CONCRETE IMPROVEMENTS - DENVER BOULEVARD AND WEST 31ST STREET, SETTING FORTH $60,059.70 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **15410**.

M3 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $186,130 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT

NO. 23-127, CONCRETE IMPROVEMENTS - 1600 BLOCK ORMAN AVENUE (CDBG), SETTING FORTH $13,870 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **15411**.

M4 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $154,090.28 TO FULL TILT CONSTRUCTION, INC., FOR PROJECT NO. 23-069, ADA CURB RAMPS - PHASE 3 (CDBG), SETTING FORTH $23,113.54 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **15412**.

M5 A RESOLUTION AMENDING RESOLUTION NO. 15168 AUTHORIZING PAYMENT OF AN ADDITIONAL EIGHTY THOUSAND DOLLARS ($80,000) FROM PROJECT NO. CI-2113 – AMERICAN RESCUE PLAN ACT, FOR THE PURPOSES OF CONSTRUCTING BROADBAND INFRASTRUCTURE, AS AUTHORIZED BY SECTION 603 (A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35

This Resolution was assigned as **15413**.

M6 A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE MAXIMUM AMOUNT OF $65,000 TO THE WELLMAN WAY LLC FOR IMPLEMENTATION OF THE PUEBLO FOOD PROJECT'S NEW GOVERNANCE STRUCTURE AND FACILITATION OF ORGANIZATIONAL STRUCTURE CHANGE, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

This Resolution was assigned as **15414**.

M7 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $26,122.28 TO FINSTERWALD LANDSCAPING AND IRRIGATION FOR PROJECT NO. 23-136, CONCRETE IMPROVEMENTS - MORRIS AVENUE ALLEY, SETTING FORTH $10,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **15415**.

M8 A RESOLUTION AWARDING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $21,283.79 TO SUNLAND ASPHALT & CONSTRUCTION, LLC., A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 23-064, MISCELLANEOUS CONCRETE IMPROVEMENTS (CDBG), AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **15416**.

M9 A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF $14,900 TO JOLENE COLLINS FOR PUEBLO FOOD PROJECT ENTREPRENEUR DEVELOPMENT PROGRAM INSTRUCTOR AND FOOD ECONOMY SUPPORT

This Resolution was assigned as **15417**.

M10 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF SANDRA MORRISON TO COMPLETE A FOUR-YEAR TERM EXPIRING

JANUARY 1, 2025 ON THE HISTORIC PRESERVATION COMMISSION

This Resolution was assigned as **15418**.

M11 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF BILL ADAMS AND JEAN LATKA TO SERVE A THREE-YEAR TERM EXPIRING NOVEMBER 1, 2026 ON THE PUEBLO STREETSCAPE ADVISORY COMMITTEE

This Resolution was assigned as **15419**.

M12 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF RYAN FRUSHOUR TO COMPLETE A THREE-YEAR TERM EXPIRING SEPTEMBER 30, 2026 ON THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE

This Resolution was assigned as **15420**.

M13 A RESOLUTION RATIFYING PACOG'S APPOINTMENT OF CONNIE BRUMMET AND KAREN CALLANAN TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC)

This Resolution was assigned as **15421**.

M14 A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO REVOCABLE PERMIT NO. REV-23-41, ISSUED TO E.T. TECHNOLOGIES, INC. FOR THE PURPOSE OF INSTALLING GROUNDWATER MONITORING WELLS

This Resolution was assigned as **15422**.

M15 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-45) TO THE YMCA OF PUEBLO FOR THE USE OF THE OUTER LANES OF SPAULDING AVENUE IN BOTH DIRECTIONS BETWEEN W. 31ST STREET AND PUEBLO BLVD., THE OUTER LANES OF PARKER BOULEVARD IN BOTH DIRECTIONS BETWEEN SPAULDING AVENUE AND ITS NORTH/EASTERN TERMINUS, AND THE FULL WIDTH OF W. 31ST STREET BETWEEN BONAVENTURE COURT AND SPAULDING AVENUE FOR A 5K RUN/WALK EVENT

This Resolution was assigned as **15423**.

M16 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-47) TO HARP AUTHORITY, 125 RIVERWALK PLACE, FOR THE USE OF THE RIGHT-OF-WAY AT VICTORIA AVENUE FROM "D" STREET TO GRAND AVENUE, GREENWOOD STREET FROM VICTORIA AVENUE TO 1ST STREET, AND 1ST STREET FROM GREENWOOD STREET TO 2ND STREET

This Resolution was assigned as **15424**.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE LEVYING AND CERTIFYING THE CITY OF PUEBLO PROPERTY TAX MILL LEVY MADE IN 2023 FOR THE 2024 BUDGET YEAR

N2 AN ORDINANCE MAKING APPROPRIATION FOR THE GENERAL FUND,

SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, INTERNAL SERVICE FUNDS, DEBT SERVICE FUNDS, AND CAPITAL PROJECT FUNDS FOR THE FISCAL YEAR 2024 AND ADOPTING THE BUDGET FOR THE YEAR 2024

N3 AN ORDINANCE LEVYING AND CERTIFYING THE BANDERA BOULEVARD SPECIAL IMPROVEMENT MAINTENANCE DISTRICT PROPERTY TAX MILL LEVY MADE IN 2023 FOR THE 2024 BUDGET YEAR

N4 AN ORDINANCE LEVYING AND CERTIFYING THE SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE DISTRICT PROPERTY TAX MILL LEVY MADE IN 2023 FOR THE 2024 BUDGET YEAR

N5 AN ORDINANCE APPROVING AN AMENDMENT TO THE COOPERATIVE MAINTENANCE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO SCHOOL DISTRICT NO. 60, RELATING TO THE MAINTENANCE OF CERTAIN PARK PROPERTIES, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

N6 AN ORDINANCE AMENDING SECTION 1-5-3 OF CHAPTER 5 OF TITLE I OF THE PUEBLO MUNICIPAL CODE RELATING TO AND UPDATING DEPARTMENTAL ORGANIZATION TO REFLECT CURRENT DEPARTMENTAL ORGANIZATION AND DIRECTORS.

N7 AN ORDINANCE AMENDING SECTION 1-5-3 OF CHAPTER 5 OF TITLE I OF THE PUEBLO MUNICIPAL CODE RELATING TO DEPARTMENTAL ORGANIZATION, ABOLISHING THE DEPARTMENT OF HOUSING, ESTABLISHING THE DIVISION OF HOUSING UNDER THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT AND AMENDING SUBSECTION 4-8-4(2) OF CHAPTER 8 OF TITLE IV AND SECTION 8-1-8 OF CHAPTER 1 OF TITLE VIII OF THE PUEBLO MUNICIPAL CODE TO MAKE CONSISTENT THEREWITH

N8 AN ORDINANCE AMENDING THE FISCAL YEAR 2023 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME CDBG/HOME & HOUSING ADMINISTRATOR POSITION TO THE AUTHORIZED STAFFING OF THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT AS A PART OF A REORGANIZATION.

N9 AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2023 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR CDBG/HOME & HOUSING ADMINISTRATOR

N10 AN ORDINANCE ACCEPTING FUNDS IN THE AMOUNT OF $25,075 FROM HOUSING AUTHORITY OF THE CITY OF PUEBLO, FOR COSTS ASSOCIATED WITH THE ASPHALT OVERLAY ON SPRAGUE AVENUE, AND BUDGETING AND APPROPRIATING SAID FUNDS TO ACCOUNT PROJECT CI2309 - ROAD & STREET REPAIRS

N11 AN ORDINANCE APPROVING A TIME EXTENSION FOR THE RECORDING OF A VACATION PLAT FOR THE BLUFFS MULTIFAMILY HOUSING DEVELOPMENT PROJECT AND AMENDING ORDINANCE NUMBER 10322 TO CONFORM THERETO

N12 AN ORDINANCE APPROVING AND RATIFYING A SUPPLEMENTAL ENVIRONMENTAL PROJECT AGREEMENT AND APPROVING A MODIFICATION TO SAID AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FOR THE PURPOSE OF DEVELOPING A HOUSEHOLD HAZARDOUS WASTE PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE THE MODIFICATION; ACCEPTING FUNDS IN THE AMOUNT OF $378,880.00 FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT; AND BUDGETING AND APPROPRIATING SAID FUNDS INTO PROJECT ACCOUNT NO. PL2302 - HOUSEHOLD HAZARDOUS WASTE PROGRAM

This item was postponed to the November 27, 2023, agenda.

N13 AN ORDINANCE ESTABLISHING ACCOUNT PROJECT PL2306, 8TH STREET BRIDGE REHABILITATION PROJECT, AND APPROVING AN INTERGOVERNMENTAL AGREEMENT ("IGA") BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT: BRO M086-099 (25513) IN THE AMOUNT OF $105,000, TRANSFERRING $26,250 FROM ACCOUNT PROJECT CI2204 TO PL2306, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $131,250 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N14 AN ORDINANCE APPROVING A DEFERRED IMPROVEMENTS AGREEMENT BETWEEN INHABX, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE CONSTRUCTION OF PUBLIC IMPROVEMENTS INCIDENTAL TO A REARRANGEMENT OF PROPERTY BOUNDARIES AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

N15 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PUEBLO, COLORADO, AMENDED TITLE V OF THE PUEBLO MUNICIPAL CODE, REGARDING ELECTIONS

N16 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PUEBLO, COLORADO, AMENDING CHAPTER 2 TITLE V OF THE PUEBLO MUNICIPAL CODE, REGARDING CAMPAIGN EXPENDITURES AND DISCLOSURES

N17 AN ORDINANCE CALLING A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, JANUARY 23, 2024, AND SUBMITTING TO THE REGISTERED ELECTORS OF THE CITY OF PUEBLO THE CANDIDATES FOR THE MAYORAL RUNOFF

N18 AN ORDINANCE APPROVING AN AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY BETWEEN COMMUNITY HEALTH CENTER INC., AND THE CITY OF PUEBLO FOR THE PURCHASE OF 1302 EAST 5TH STREET PUEBLO, COLORADO 81001 IN THE AMOUNT OF FOUR HUNDRED THIRTY EIGHT THOUSAND TWO HUNDRED SEVENTY ONE DOLLARS AND NO CENTS ($438,271) 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 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

N19 AN ORDINANCE RESCINDING RESOLUTION 15406, APPROVING AND ACCEPTING A GRANT IN THE AMOUNT OF $120,000 FROM THE COLORADO DEPARTMENT OF HUMAN SERVICES LOCAL FOOD PURCHASE ASSISTANCE PROGRAM ON BEHALF OF THE PUEBLO FOOD PROJECT, BUDGETING AND APPROPRIATING $120,000 TO PROJECT NO. CI2328, AND RATIFYING THE MAYOR'S SIGNATURE OF THE GRANT AGREEMENT

N20 AN ORDINANCE APPROVING AND ACCEPTING A 2022 COLORADO DIVISION OF CRIMINAL JUSTICE, OFFICE OF ADULT AND JUVENILE ASSISTANCE, PROJECT SAFE NEIGHBORHOOD GRANT IN THE AMOUNT OF $152,714 FOR THE PURCHASE OF SHOTSPOTTER, AUTHORIZING MAYOR GRADISAR TO EXECUTE THE GRANT AWARD LETTER AND RELATED DOCUMENTS, ESTABLISHING PROJECT NUMBER PS2315, AND BUDGETING AND APPROPRIATING THE GRANT FUNDS OF $152,714 TO SAID PROJECT

N21 AN ORDINANCE APPROVING AND ACCEPTING A U.S. DEPARTMENT OF JUSTICE 2023 RURAL AND SMALL DEPARTMENT VIOLENT CRIME REDUCTION PROGRAM GRANT, AWARD NUMBER 15PBJA-23-GG-05332-BSCI, AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NUMBER PS2317, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED $300,000.00 FOR THE PURCHASE OF SHOTSPOTTER, AUTHORIZING MAYOR GRADISAR TO EXECUTE SAME AND RATIFYING HIS SIGNATURE THERETO

O. APPROVAL OF CONSENT AGENDA

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for November 27, 2023, and Order the Ordinances to be published BY TITLE.

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

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO PUEBLO LATINO CHAMBER OF COMMERCE IN THE AMOUNT OF $1,000 TO SPONSOR THE FESTIVAL OF TREES EVENT ON THURSDAY, DECEMBER 14, FROM 5:00 PM – 8:00 PM AT THE UNION DEPOT

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

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

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

This Resolution was assigned as **15425**.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $556,897.60 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., FOR CONSULTING ENGINEERING AND PROJECT MANAGEMENT SERVICES WITH RESPECT TO A PILOT PROJECT TO IDENTIFY ISSUES CONTRIBUTING TO GROUNDWATER INFILTRATION AND INFLOW TO THE CITY'S SEWER SANITARY SYSTEM AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10583.**

R2 AN ORDINANCE ACCEPTING A SMALL DOLLAR GRANT FROM THE COLORADO ENERGY OFFICE IN THE AMOUNT OF $45,000.00, ESTABLISHING FINANCE ACCOUNT PROJECT NO. CI2217 - CHARGE AHEAD COLORADO, BUDGETING AND APPROPRIATING $45,000.00 INTO SAID PROJECT ACCOUNT, AND AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE ORDER ON BEHALF OF THE CITY

A staff report and detailed review of the Ordinance was given by George Andrews, Energy Coordinator.

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

This Ordinance was assigned as **10584.**

R3 AN ORDINANCE ACCEPTING FUNDS IN THE AMOUNT OF $16,742.00 FROM H.W. HOUSTON, LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR COSTS ASSOCIATED WITH THE REPAIR OF W. 20TH STREET, AND BUDGETING AND APPROPRIATING SAID FUNDS TO ACCOUNT CI2309 - ROAD & STREET REPAIRS

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.

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

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

This Ordinance was assigned as **10585.**

R4 AN ORDINANCE ESTABLISHING THE 2024-2025 PUEBLO URBAN TRANSPORTATION PLANNING PROJECT AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $932,107 IN 2024 FOR SAID PROJECT

A staff report and detailed review of the Ordinance was given by Eva Cosyleon, MPO Manager.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10586.**

R5 AN ORDINANCE ESTABLISHING 2024 PUEBLO RURAL TRANSPORTATION PLANNING PROJECT, TP2401, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $7,400 FOR SAID PROJECT

A staff report and detailed review of the Ordinance was given by Eva Cosyleon, MPO Manager.

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

This Ordinance was assigned as **10587.**

R6 AN ORDINANCE APPROVING A DELEGATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO AREA COUNCIL OF GOVERNMENTS FOR 2024 TRANSPORTATION PLANNING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Eva Cosyleon, MPO Manager.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10588.**

S. ADJOURN

President Graham adjourned the meeting at 8:06 p.m.

Respectfully submitted,

Marisa Stoller

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

MINUTES

A. CALL TO ORDER

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

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: None.

Council Members Absent: None.

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

E. SPECIAL RECOGNITIONS

E1 PROCLAMATION PRESENTATION: “ROBERT "BOB" JAGGER DAY - NOVEMBER 27, 2023" - BOB JAGGER, DEPUTY CITY ATTORNEY

E2 PROCLAMATION PRESENTATION: “MARIA SUBIA DAY - OCTOBER 19, 2023" - MARIA SUBIA, RETIRED DIRECTOR OF EAST SIDE CHILD CARE CENTER

F. PUBLIC FORUM

- Brett Boston - Drugs, Crime, Business Districts
- Christine Musso - Assault City Shops
- Thomas Carver - Shotspotter system gunshot detection
- Marylou Borovice - nonprfd - gaming

G. COUNCIL MEMBER AND MAYOR COMMENTARY

Pueblo Rescue Mission opened this past weekend after closing on the new building. Ribbon cutting was this afternoon.

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 remove item M5 from the consent agenda to the regular agenda and to remove items J, M12, M13, N7, N15 and N16 from the agenda and approve the agenda as amended.

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

J. READING AND APPROVAL OF MINUTES

This item was removed from the agenda.

K. CONSENT AGENDA

L. COMMUNICATIONS

L1 MINUTES OF THE PLANNING AND ZONING COMMISSION REGULAR MEETING FOR 10/11/2023

M. RESOLUTIONS

M1 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $498,751.17 TO WEATHERCRAFT CO., FOR PROJECT NO. 23-139, ROOF RETROFIT - HUMAN RESOURCES/HERITAGE BUILDING, SETTING FORTH $100,000.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **15426**.

M2 A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $99,000.00 TO 3 ROCKS ENGINEERING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 23-107 DESIGN OF STREET EXPANSION OF BANDERA PARKWAY AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **15427**.

M3 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $82,997 TO CENTRAL STATES ROOFING COMPANY, FOR PROJECT NO. 23-138, ROOF REPLACEMENT - FLEET BUILDING UTILITY WELL, SETTING FORTH $20,000 FOR CONTINGENCIES, AND AUTHORIZING

THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **15428**.

M4 A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES IN THE AMOUNT OF $69,180.00 TO AMERICAN ENVIRONMENTAL CONSULTING, LLC., A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 23-101 CONSULTANT FOR EVALUATION OF LANDFILL OPERATION ALTERNATIVES AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **15429**.

M6 A RESOLUTION TRANSFERRING $33,394.14 FROM ACCOUNT PROJECT NO. CI1502 - ROOF REPLACEMENTS TO ACCOUNT PROJECT NO. CI2327 - WHITLOCK PLANT OUTFLOW REPAIRS, AWARDING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $43,453.14 TO PARKER EXCAVATING, INC., FOR PROJECT NO. 23-110, WHITLOCK PLANT OUTFLOW EMERGENCY CULVERT REPAIRS, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **15430**.

M7 A RESOLUTION TRANSFERRING $10,000 IN THE SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE DISTRICT BUDGET FROM THE "PROJECTS TO BE DETERMINED" OPERATING BUDGET LINE ACCOUNT INTO THE "REPAIR & MAINTENANCE" OPERATING BUDGET LINE ACCOUNT

This Resolution was assigned as **15431**.

M8 A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND EV STUDIO, LLC, A COLORADO LIMITED LIABILITY COMPANY, IN THE AMOUNT OF $17,060.00 FOR 23-002, ENGINEERING DESIGN OF MINERAL PALACE GREENHOUSE, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **15432**.

M9 A RESOLUTION AWARDING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $12,375.18 TO AND TONY J. BELTRAMO & SONS, INC., A COLORADO CORPORATION, FOR PROJECT NO. 23-094, ASPHALT IMPROVEMENTS - S. PRAIRIE AVENUE (FARABAUGH TO PRAIRIE HAWK), AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **15433**.

M10 A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MULTISTUDIO, INC, RELATING TO PROJECT 23-081A, UNIFIED DEVELOPMENT CODE FOR PLANNING DEPARTMENT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **15434**.

M11 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF

DIANNE DANTI AND NICHOLAS SHEPPARD TO COMPLETE A TWO-YEAR TERM EXPIRING DECEMBER 31, 2024 ON THE COMMUNITY COMMISSION ON HOUSING AND HOMELESSNESS

This Resolution was assigned as **15435**.

M12 A RESOLUTION AUTHORIZING THE PUEBLO URBAN RENEWAL AUTHORITY TO CONDUCT A STUDY TO DETERMINE WHETHER THE PROPOSED BLUFFS AREA IS A SLUM, BLIGHTED AREA, OR A COMBINATION THEREOF, AND TO NOTIFY OWNERS OF PROPERTY IN THE AREA SUBJECT OF SUCH STUDY.

This item was removed from the agenda.

M13 A RESOLUTION AUTHORIZING THE PUEBLO URBAN RENEWAL AUTHORITY TO CONDUCT A STUDY TO DETERMINE WHETHER THE PROPOSED NORTH ELIZABETH AREA IS A SLUM, BLIGHTED AREA, OR A COMBINATION THEREOF, AND TO NOTIFY OWNERS OF PROPERTY IN THE AREA SUBJECT OF SUCH STUDY.

This item was removed from the agenda.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF $183,710 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ARCADIS U.S. INC., FOR CONSULTING, HYDROLOGIC EVALUATION AND GEOTECHNICAL ANALYSES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

N2 AN ORDINANCE APPROVING A JOINT FUNDING AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE U.S. GEOLOGICAL SURVEY, TO CONTINUE THE COLLECTION OF HYDROLOGIC DATA ALONG FOUNTAIN CREEK AND THE ARKANSAS RIVER AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

N3 AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $566,050 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., FOR CONSULTING ENGINEERING AND PROJECT MANAGEMENT SERVICES WITH RESPECT TO UPGRADING THE JAMES R. DILORIO WATER RECLAMATION FACILITY'S ROCKWELL AUTOMATION FACTORYTALK VIEW SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

N4 AN ORDINANCE APPROVING AN AMENDMENT TO THE MANAGEMENT AGREEMENT FOR THE PUEBLO WEISBROD AIRCRAFT MUSEUM BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO HISTORICAL AIRCRAFT SOCIETY, A COLORADO NONPROFIT CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME.

N5 AN ORDINANCE PROVIDING FOR THE CITY OF PUEBLO DEPARTMENTAL AUTHORIZED PERSONNEL POSITIONS FOR THE FISCAL YEAR 2024

N6 AN ORDINANCE AMENDING SECTIONS 6-5-16 AND 6-5-18 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE CLASSIFICATION AND PAY PLAN FOR FISCAL YEAR 2024.

N7 AN ORDINANCE APPROVING AND RATIFYING A SUPPLEMENTAL ENVIRONMENTAL PROJECT AGREEMENT AND APPROVING A MODIFICATION TO SAID AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FOR THE PURPOSE OF DEVELOPING A HOUSEHOLD HAZARDOUS WASTE PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE THE MODIFICATION; ACCEPTING FUNDS IN THE AMOUNT OF $378,880.00 FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT; AND BUDGETING AND APPROPRIATING SAID FUNDS INTO PROJECT ACCOUNT NO. PL2302 - HOUSEHOLD HAZARDOUS WASTE PROGRAM

This item was removed from the agenda.

N8 AN ORDINANCE APPROVING THE 2ND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT MTF M086-088 (24024)/TAP M086-091 (24079) FOR PRAIRIE AVENUE TO MINNEQUA LAKE TRAIL PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N9 AN ORDINANCE APPROVING THE 1ST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT TAP M086-072 (20192) / MTF 086-089 (24054) FOR THE ARKANSAS RIVER TRAIL PHASE 4 PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N10 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT BETWEEN THE UNITED WAY OF PUEBLO COUNTY, COLORADO, INC., ESTABLISHING PROJECT NO PS2308 FOR THE DOT'S PROGRAM, AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF $14,017 FOR THE PURPOSES AUTHORIZED BY THE SERVICE AGREEMENT

N11 AN ORDINANCE APPROVING THE TRANSFER OF FUNDS IN THE AMOUNT OF $64,000.00 FROM THE PUEBLO TRIPLE AIM CORPORATION TO PROJECT NO. PS2214 FOR USE IN THE DOTS PROGRAM.

N12 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, TATIANA BAILY, PH.D., DBA PEAK ANALYTICS CONSULTING, AND CENTER FOR TECHNOLOGY, RESEARCH AND COMMERCIALIZATION DBA DATA-DRIVEN ECONOMIC STRATEGIES, A COLORADO NON-PROFIT CORPORATION RELATING TO THE PUEBLO MONTHLY ECONOMIC DASHBOARD REPORTS

N13 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE APPROXIMATELY THREE ACRES OF LAND GENERALLY LOCATED AT 1725 WEST PUEBLO BOULEVARD FROM B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT AND A-4, AGRICULTURAL FOUR ZONE DISTRICT TO B-4, REGIONAL BUSINESS ZONE DISTRICT

N14 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN PUEBLO SCHOOL DISTRICT 60, DBA PUEBLO CITY SCHOOLS, AND THE CITY OF PUEBLO FOR THE SCHOOL RESOURCE OFFICER PROGRAM DURING THE PERIOD OF JANUARY 1 THROUGH DECEMBER 31, 2024, AND AUTHORIZING MAYOR GRADISAR TO EXECUTE SAME

N15 AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE NORTH ELIZABETH HOTEL URBAN RENEWAL PLAN

This item was removed from the agenda.

N16 AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE BLUFFS PHASE 1 URBAN RENEWAL PLAN

This item was removed from the agenda.

O. APPROVAL OF CONSENT AGENDA

Councilor Martinez, seconded by Councilor Martinez Ortega, moved to approve the minutes of the Planning & Zoning Commission, approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for December 11, 2023, and Order the Ordinances to be published BY TITLE.

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

P. REGULAR AGENDA

Q. RESOLUTIONS

M5 A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES TO CAPITAL SUCCESS GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY, IN THE MAXIMUM AMOUNT OF $54,000 FOR CERTAIN PROFESSIONAL ANALYSIS, REPORTING, PRESENTATION, TRACKING, COMMUNICATIONS, OUTREACH, AND RELATED SERVICES DURING THE 2024 STATE LEGISLATIVE SESSION

This item was removed from the consent agenda.

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

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

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

This Resolution was assigned as **15436**.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE LEVYING AND CERTIFYING THE CITY OF PUEBLO PROPERTY TAX MILL LEVY MADE IN 2023 FOR THE 2024 BUDGET YEAR

A staff report and detailed review of the Ordinance was given by Alex Romero, Finance Director.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10589.**

R2 AN ORDINANCE LEVYING AND CERTIFYING THE BANDERA BOULEVARD SPECIAL IMPROVEMENT MAINTENANCE DISTRICT PROPERTY TAX MILL LEVY MADE IN 2023 FOR THE 2024 BUDGET YEAR

A staff report and detailed review of the Ordinance was given by Alex Romero, Finance 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 Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10590.**

R3 AN ORDINANCE LEVYING AND CERTIFYING THE SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE DISTRICT PROPERTY TAX MILL LEVY MADE IN 2023 FOR THE 2024 BUDGET YEAR

A staff report and detailed review of the Ordinance was given by Alex Romero, Finance Director.

PUBLIC HEARING:

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

None, seconded by None, moved to approve the Ordinance on final presentation.

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

This Ordinance was assigned as **10591.**

R4 AN ORDINANCE APPROVING AN AMENDMENT TO THE COOPERATIVE MAINTENANCE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO SCHOOL DISTRICT NO. 60, RELATING TO THE MAINTENANCE OF CERTAIN PARK PROPERTIES, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

A staff report and detailed review of the Ordinance was given by Steven Meier, Parks & Recreation 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 Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10592.**

R5 AN ORDINANCE AMENDING SECTION 1-5-3 OF CHAPTER 5 OF TITLE I OF THE PUEBLO MUNICIPAL CODE RELATING TO AND UPDATING DEPARTMENTAL ORGANIZATION TO REFLECT CURRENT DEPARTMENTAL ORGANIZATION AND DIRECTORS.

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10593.**

R6 AN ORDINANCE AMENDING SECTION 1-5-3 OF CHAPTER 5 OF TITLE I OF THE PUEBLO MUNICIPAL CODE RELATING TO DEPARTMENTAL ORGANIZATION, ABOLISHING THE DEPARTMENT OF HOUSING, ESTABLISHING THE DIVISION OF HOUSING UNDER THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT AND AMENDING SUBSECTION 4-8-4(2) OF CHAPTER 8 OF TITLE IV AND SECTION 8-1-8 OF CHAPTER 1 OF TITLE VIII OF THE PUEBLO MUNICIPAL CODE TO MAKE CONSISTENT THEREWITH

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10594.**

R7 AN ORDINANCE AMENDING THE FISCAL YEAR 2023 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME CDBG/HOME & HOUSING ADMINISTRATOR POSITION TO THE AUTHORIZED STAFFING OF THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT AS A PART OF A REORGANIZATION.

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10595.**

R8 AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2023 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR CDBG/HOME & HOUSING ADMINISTRATOR

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10596.**

R9 AN ORDINANCE ACCEPTING FUNDS IN THE AMOUNT OF $25,075 FROM HOUSING AUTHORITY OF THE CITY OF PUEBLO, FOR COSTS ASSOCIATED WITH THE ASPHALT OVERLAY ON SPRAGUE AVENUE, AND BUDGETING AND APPROPRIATING SAID FUNDS TO ACCOUNT PROJECT CI2309 - ROAD & STREET REPAIRS

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.

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

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

This Ordinance was assigned as **10597.**

R10 AN ORDINANCE APPROVING A TIME EXTENSION FOR THE RECORDING OF A VACATION PLAT FOR THE BLUFFS MULTIFAMILY HOUSING DEVELOPMENT PROJECT AND AMENDING ORDINANCE NUMBER 10322 TO CONFORM THERETO

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.

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

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

This Ordinance was assigned as **10598.**

R11 AN ORDINANCE ESTABLISHING ACCOUNT PROJECT PL2306, 8TH STREET BRIDGE REHABILITATION PROJECT, AND APPROVING AN INTERGOVERNMENTAL AGREEMENT ("IGA") BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT: BRO M086-099 (25513) IN THE AMOUNT OF $105,000, TRANSFERRING $26,250 FROM ACCOUNT PROJECT CI2204 TO PL2306, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $131,250 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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.

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

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

This Ordinance was assigned as **10599.**

R12 AN ORDINANCE APPROVING A DEFERRED IMPROVEMENTS AGREEMENT BETWEEN INHABX, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE CONSTRUCTION OF PUBLIC IMPROVEMENTS INCIDENTAL TO A REARRANGEMENT OF PROPERTY BOUNDARIES AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

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.

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

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

This Ordinance was assigned as **10600.**

R13 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PUEBLO, COLORADO, AMENDED TITLE V OF THE PUEBLO MUNICIPAL CODE, REGARDING ELECTIONS

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

PUBLIC HEARING:

- Elvis Martinez appeared in person to speak in favor of this ordinance
- Christy Federa appeared in person to speak in favor of this ordinance

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

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

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

This Ordinance was assigned as **10601.**

R14 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PUEBLO, COLORADO, AMENDING CHAPTER 2 TITLE V OF THE PUEBLO MUNICIPAL CODE, REGARDING CAMPAIGN EXPENDITURES AND DISCLOSURES

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

PUBLIC HEARING:

- Elvis Martinez appeared in person to speak against of this ordinance

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

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

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

This Ordinance was assigned as **10602.**

R15 AN ORDINANCE CALLING A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, JANUARY 23, 2024, AND SUBMITTING TO THE REGISTERED ELECTORS OF THE CITY OF PUEBLO THE CANDIDATES FOR THE MAYORAL RUNOFF

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

PUBLIC HEARING:

- Christy Federa appeared in person to speak in favor of this ordinance

- Elvis Martinez appeared in person to speak in favor of this ordinance
- Samuel Hernandez appeared in person to speak against this ordinance

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

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

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

This Ordinance was assigned as **10603.**

R16 AN ORDINANCE APPROVING AN AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY BETWEEN COMMUNITY HEALTH CENTER INC., AND THE CITY OF PUEBLO FOR THE PURCHASE OF 1302 EAST 5TH STREET PUEBLO, COLORADO 81001 IN THE AMOUNT OF FOUR HUNDRED THIRTY EIGHT THOUSAND TWO HUNDRED SEVENTY ONE DOLLARS AND NO CENTS ($438,271) 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 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10604.**

R17 AN ORDINANCE RESCINDING RESOLUTION 15406, APPROVING AND ACCEPTING A GRANT IN THE AMOUNT OF $120,000 FROM THE COLORADO DEPARTMENT OF HUMAN SERVICES LOCAL FOOD PURCHASE ASSISTANCE PROGRAM ON BEHALF OF THE PUEBLO FOOD PROJECT, BUDGETING AND APPROPRIATING $120,000 TO PROJECT NO. CI2328, AND RATIFYING THE MAYOR'S SIGNATURE OF THE GRANT AGREEMENT

A staff report and detailed review of the Ordinance was given by Megan Moore, Pueblo Food Project.

PUBLIC HEARING:

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

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

Ordinance on final presentation.

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

This Ordinance was assigned as **10605.**

R18 AN ORDINANCE APPROVING AND ACCEPTING A 2022 COLORADO DIVISION OF CRIMINAL JUSTICE, OFFICE OF ADULT AND JUVENILE ASSISTANCE, PROJECT SAFE NEIGHBORHOOD GRANT IN THE AMOUNT OF $152,714 FOR THE PURCHASE OF SHOTSPOTTER, AUTHORIZING MAYOR GRADISAR TO EXECUTE THE GRANT AWARD LETTER AND RELATED DOCUMENTS, ESTABLISHING PROJECT NUMBER PS2315, AND BUDGETING AND APPROPRIATING THE GRANT FUNDS OF $152,714 TO SAID PROJECT

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10606.**

R19 AN ORDINANCE APPROVING AND ACCEPTING A U.S. DEPARTMENT OF JUSTICE 2023 RURAL AND SMALL DEPARTMENT VIOLENT CRIME REDUCTION PROGRAM GRANT, AWARD NUMBER 15PBJA-23-GG-05332-BSCI, AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NUMBER PS2317, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED $300,000.00 FOR THE PURCHASE OF SHOTSPOTTER, AUTHORIZING MAYOR GRADISAR TO EXECUTE SAME AND RATIFYING HIS SIGNATURE THERETO

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10607.**

S. COUNCIL MEMBER CONFLICT OF INTEREST

S1 AN ORDINANCE MAKING APPROPRIATION FOR THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, INTERNAL SERVICE FUNDS, DEBT SERVICE FUNDS, AND CAPITAL PROJECT FUNDS FOR THE FISCAL YEAR 2024 AND ADOPTING THE BUDGET FOR THE YEAR 2024

Councilor Martinez was excused from the meeting for a conflict of interest.

A staff report and detailed review of the Ordinance was given by Alex Romero, Finance Director.

PUBLIC HEARING:

- Randy Thurston appeared in person to speak on this ordinance

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

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

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

This Ordinance was assigned as **10608.**

S2 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $599,998.87 TO COLORADO FRONT RANGE ROOFING, FOR PROJECT NO. 23-100R, ROOF REPLACEMENT - STREETS MAINTENANCE FACILITY REBID, SETTING FORTH $150,001.13 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Councilor Maestri was excused from the meeting for a conflict of interest.

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

- Elvis Martinez appeared in person to speak against this ordinance
- Christy Federa appeared in person to speak against this ordinance

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

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 5-0.

This Resolution was assigned as **15437**.

T. ADJOURN

President Graham adjourned the meeting at 9:36 p.m.

Respectfully submitted,

Marisa Stoller
City Clerk

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 11, 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 $605,000.00 TO ROCKIES ENVIRONMENTAL AND DEMOLITION SERVICES, FOR PROJECT NO. 23-142, ABATE AND DEMOLISH - 125 E. 7TH STREET (CDBG), SETTING FORTH $100,000.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to Rockies Environmental and Demolition Services, for Project No. 23-142, Abate and Demolish - 125 E. 7th Street (CDBG).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of an Open-Air Demolition of 125 E. 7th Street in Pueblo, Colorado. This property is known as the Albany of Pueblo, which suffered a catastrophic fire in August 2021. An Open-Air Variance Request has been approved by the Colorado Department of Public Health and Environment. All HAZMAT shall be disposed of in accordance with State and Federal laws. The Resolution awards the Construction Contract to Rockies Environmental and Demolition Services.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $117,195.72 will be paid from account Project CD2111, Demolition Program.

Funding (including contingencies) in the amount of $587,804.28 will be paid from account Project CIAN23, Unsafe Building Demolition.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-142 Bid Summary

RESOLUTION NO. 15446

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $605,000.00 TO ROCKIES ENVIRONMENTAL AND DEMOLITION SERVICES, FOR PROJECT NO. 23-142, ABATE AND DEMOLISH - 125 E. 7TH STREET (CDBG), SETTING FORTH $100,000.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, bids for Project No. 23-142, Abate and Demolish - 125 E. 7th Street (CDBG) have been received and examined; AND,

WHEREAS, the proposal of Rockies Environmental and Demolition Services, was the lowest of those bids determined to be responsive; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-142, Abate and Demolish - 125 E. 7th Street (CDBG) to be performed, and the contract for said project is hereby awarded to Rockies Environmental and Demolition Services, in the amount of $605,000.00.

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 the same.

SECTION 3.

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

Contingencies and Additional Work……$100,000.00

SECTION 4.

Funds for Project No. 23-142 (including contingencies), in the amount of $117,195.72 shall be from account Project No. CD2111, Demolition Program.

SECTION 5.

Funds for Project No. 23-142 (including contingencies), in the amount of $587,804.28 shall be from account Project No. CIAN23, Unsafe Building Demolition.

SECTION 6.

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 7.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 11, 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. 23-142 (CD2111 & CIAN23)

Abate and Demolish - 125 E. 7th Street (CDBG)

RESPONSE DEADLINE: November 8, 2023 at 2:30 pm
Report Generated: Wednesday, November 8, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Rockies Environmental and Demolition Services	$605,000.00
JKS Industries LLC	$647,000.00
Orion Environmental Inc	$752,786.00
Hillen Abatement	$793,000.00

BASE BID

Base Bid					Hillen Abatement		JKS Industries LLC		Orion Environmental Inc		Rockies Environmental and Demolition Services	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Abate and Demo building	1	LS	$746,000.00	$746,000.00	$594,500.00	$594,500.00	$680,983.00	$680,983.00	$535,000.00	$535,000.00
X	2	Erosion & Sediment Control	1	LS	$14,500.00	$14,500.00	$13,000.00	$13,000.00	$49,955.00	$49,955.00	$25,000.00	$25,000.00
X	3	Traffic Control	1	LS	$7,500.00	$7,500.00	$22,000.00	$22,000.00	$9,500.00	$9,500.00	$20,000.00	$20,000.00
X	4	Mobilization	1	LS	$25,000.00	$25,000.00	$17,500.00	$17,500.00	$12,348.00	$12,348.00	$25,000.00	$25,000.00
Total						$793,000.00		$647,000.00		$752,786.00		$605,000.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Hillen Abatement	JKS Industries LLC	Orion Environmental Inc	Rockies Environmental and Demolition Services
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	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:				
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

Question Title	Hillen Abatement	JKS Industries LLC	Orion Environmental Inc	Rockies Environmental and Demolition Services
Section 3 Forms				
Section 3 Form S3a Section 3 Compliance	Pass	Pass	Pass	Pass
Section 3 Form S3e Business Certification	Pass	Pass	Pass	Pass

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 11, 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 CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $129,249.95 TO JARCCO CONSTRUCTION, LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 23-068, CONCRETE IMPROVEMENTS - W. 32ND STREET, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards Contract Amendment No. 1 in the amount of $129,249.95 to JARCCO Construction, LLC, for Project No. 23-068, Concrete Improvements – W. 32nd Street.

PREVIOUS COUNCIL ACTION:

Resolution 15257, dated June 12, 2023, awarded a Construction Contract to JARCCO Construction, LLC, in the amount of $458,754 setting forth $91,750 for contingencies.

BACKGROUND:

The original project, awarded to JARCCO Construction, LLC, consisted of concrete improvements on West 32nd Street between Baltimore and Morris Avenues. The improvements included removal and construction of curb & gutter, sidewalk, driveways, and curb ramps, and the relocation of chain link fences that are currently in the City right-of-way. This contract amendment adds additional Class 6 Road Base to stabilize the subgrade under the entire length of curb and gutter, and additional concrete work necessary to make private driveways accessible.

This Resolution approves an amendment to increase the contract award amount previously awarded to JARCCO Construction, LLC.

FINANCIAL IMPLICATIONS:

Funding in the amount of $129,249.95 will be paid from account Project CI2309, Road & Street Repairs.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution would cancel the additional work.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-068 Amendment No. 1-JARCCO Construction, LLC Concrete Improvements - W. 32nd Street

RESOLUTION NO. 15438

A RESOLUTION AWARDING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $129,249.95 TO JARCCO CONSTRUCTION, LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 23-068, CONCRETE IMPROVEMENTS - W. 32ND STREET, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a Construction Contract was awarded to JARCCO Construction, LLC, a Colorado Limited Liability Company, under Contract Number 23-068; AND,

WHEREAS, additional funds are necessary to complete the concrete improvements; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

This Contract Amendment No. 1 to the Construction Contract for Project 23-068 Concrete Improvements – W. 32nd Street, with JARCCO Construction, LLC, a Colorado Limited Liability Company, in the amount of $129,249.95.

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.

Funds, in the amount of $129,249.95 shall be from account Project CI2309, Road & Street Repairs.

SECTION 4.

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 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 11, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____

AMENDMENT NO. 1 TO
CONSTRUCTION CONTRACT

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of December 11, 2023, by and between the City of Pueblo, a Municipal Corporation ("City") and JARCCO Construction, LLC, a Colorado Limited Liability Company ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated June 28, 2023, for Bid 23-068 (CI2309) Concrete Improvements – W. 32nd Street (the "Construction Agreement"); and

WHEREAS, City and Contractor desire to amend the Construction Agreement subject to the terms and conditions set forth herein.

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

1. The Request for Quotation for additional work attached hereto, and labelled Exhibit 1, is hereby accepted and approved. The Construction Agreement is amended to incorporate all additional work to be performed as contemplated by and at the prices set forth in the Request for Quotation. Contractor shall perform all such work subject to and consistent with all requirements and provisions of the Construction Agreement. Contractor shall perform all acts necessary or required as a result of this Amendment, including, but not limited to, furnishing Performance and Payment Bonds in compliance with Section 5.20 of the Invitation for Bid. The Performance and Payment Bonds shall be in the total amount of $679,753.95, which amount includes the original contract amount of $458,754.00, Change Order No. 1 in the amount of $91,750.00, and the additional contract amount of $129,249.95 contemplated by the additional work to be performed under this Amendment. The time for completion of all work under the Construction Agreement including the additional work to be performed under this Amendment shall not be extended.

2. Except as expressly modified by this Amendment, the Construction Agreement shall remain in full force and effect. Except as modified by this Amendment, any obligations to be performed under the Construction Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Construction Agreement as it existed prior to this Amendment.

3. This Amendment 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 caused this instrument to be executed the day and year first above written.

PUEBLO, A MUNICIPAL CORPORATION

By _____
Naomi Hedden, Director of Purchasing

JARCCO CONSTRUCTION, LLC

By _____
Alonso Renteria, Managing Member

ATTEST:

_____
Marisa Stoller, City Clerk

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

_____
Alexandria Romero, Director of Finance

APPROVED AS TO FORM
Department of Law:

_____

EXHIBIT 1
REQUEST FOR QUOTATIONS

BID 23-068 (CI2309) CONCRETE IMPROVEMENTS – W. 32ND STREET

The undersigned hereby proposes to furnish all labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction in accordance with the plans and specifications as prepared by or for the City of Pueblo, Colorado, for the sums set forth in the following schedule:

Additional Work Items	Quantity	Grand Total for Additional Work
• Additional Class 6 Road Base to stabilize the subgrade under entire length of curb and gutter. • Additional concrete work required to make private driveways accessible.	Lump Sum	$129,249.95

(One Hundred Twenty Nine Thousand, Two Hundred Forty Nine and 95/100----------Dollars)

The undersigned has examined the quantities shown against the plans and specifications and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the work to be completed. The City is not responsible for bidding errors resulting from Contractor's failure to follow this requirement.

JARCCO CONSTRUCTION, LLC

By: _____
Alonso Renteria, Managing Member

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 11, 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 $149,680.00 TO FRPHI HYDRONICS, LLC, FOR PROJECT NO. 23-140, MECHANICAL IMPROVEMENTS - HR BUILDING HVAC REPLACEMENT, SETTING FORTH $75,000.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to FRPHI Hydronics, LLC, for Project No. 23-140, Mechanical Improvements - HR Building HVAC Replacement.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of the replacement of (8) eight HVAC units located on the roof of the Human Resources/Heritage building in the City of Pueblo, Colorado. The intent is for a 1-for-1 exchange of the existing units with the same units. All work will adhere to all applicable mechanical codes and standards of practice.

This Resolution awards the construction contract to FRPHI Hydronics, LLC.

FINANCIAL IMPLICATIONS:

Funding (including contingencies), in the amount of $224,680, will be paid from account Project CI2308, Roof & RTU Replacement - HR/SOCO.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-140 Bid Summary

RESOLUTION NO. 15439

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $149,680.00 TO FRPHI HYDRONICS, LLC, FOR PROJECT NO. 23-140, MECHANICAL IMPROVEMENTS - HR BUILDING HVAC REPLACEMENT, SETTING FORTH $75,000.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-140, Mechanical Improvements - HR Building HVAC Replacement have been received and examined; AND,

WHEREAS, the proposal of FRPHI Hydronics, LLC, was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-140, Mechanical Improvements - HR Building HVAC Replacement to be performed; NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-140, Mechanical Improvements - HR Building HVAC Replacement to be performed, and the contract for said project is hereby awarded to FRPHI Hydronics, LLC, in the amount of $149,680.00.

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……$75,000.00

SECTION 4.

Funding, in the amount of $224,680, shall be from account Project CI2308, Roof & RTU Replacement - HR/SOCO.

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: December 11, 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. 23-140 (CI2308)

Mechanical Improvements - HR Building HVAC Replacement

RESPONSE DEADLINE: November 8, 2023 at 2:00 pm
Report Generated: Thursday, November 9, 2023

SELECTED VENDOR TOTALS

Vendor	Total
FRPHI Hydronics, LLC	$149,680.00
Rocky Mechanical	$172,000.00
Tolin Mechanical Systems	$195,748.00
Johnson Controls, Inc. - YORK	$224,840.00

BASE BID

BASE BID					FRPHI Hydronics, LLC		Johnson Controls, Inc. - YORK		Rocky Mechanical		Tolin Mechanical Systems	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove and replace HVAC units	8	EA	$14,497.00	$115,976.00	$28,105.00	$224,840.00	$18,250.00	$146,000.00	$20,235.00	$161,880.00
X	2	Install New Manufacturer Curb Adapters with Welded Seams	8	EA	$1,888.00	$15,104.00	$0.00	$0.00	$3,000.00	$24,000.00	$3,100.00	$24,800.00
X	3	Traffic Control	1	LS	$3,600.00	$3,600.00	$0.00	$0.00	$500.00	$500.00	$800.00	$800.00
X	4	Mobilization	1	LS	$15,000.00	$15,000.00	$0.00	$0.00	$1,500.00	$1,500.00	$8,268.00	$8,268.00
Total						$149,680.00		$224,840.00		$172,000.00		$195,748.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	FRPHI Hydronics, LLC	Johnson Controls, Inc. - YORK	Rocky Mechanical	Tolin Mechanical Systems
BID GUARANTEE	Pass	Fail	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS				
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:		Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:				
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

Question Title	FRPHI Hydronics, LLC	Johnson Controls, Inc. - YORK	Rocky Mechanical	Tolin Mechanical Systems
Delinquent	Pass	Pass	Pass	
Confirmation	Pass	Pass	Pass	Pass

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 11, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: A RESOLUTION AUTHORIZING THE TRANSFER OF $6,976.00 FROM CAPITAL PROJECT CI0913 - PARK AREA BELMONT AND $470.00 FROM CI0914 - PARK AREA EASTSIDE INTO CAPITAL PROJECT CI1803 - PLAY EQUIPMENT RENOVATION

SUMMARY:

This Resolution will authorize the transfer of $6,976.00 from Capital Project CI0913 – Park Area Belmont and Capital Project CI0914 – Park Area Eastside into Capital Project CI1803 – Play Equipment Renovation.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

In May 2009, these park escrow funds were set up as “Projects to be Determined” accounts in certain areas of the City. This Resolution is required to transfer and identify a specific project that the funds will be used for. The Parks and Recreation Department has determined that the funds are needed to buy protective fall materials associated with the Play Equipment Renovation projects.

FINANCIAL IMPLICATIONS:

Funds will not be used if this Resolution is not approved.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could decide not to approve this transfer and the funds will remain in existing Capital Project accounts with no way to expend them.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15440

A RESOLUTION AUTHORIZING THE TRANSFER OF $6,976.00 FROM CAPITAL PROJECT CI0913 - PARK AREA BELMONT AND $470.00 FROM CI0914 - PARK AREA EASTSIDE INTO CAPITAL PROJECT CI1803 - PLAY EQUIPMENT RENOVATION

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of $6,976.00 in Capital Project CI0913 – Park Area Belmont will be transferred into Capital Project CI1803 – Play Equipment Renovation.

SECTION 2.

Funds in the amount of $470.00 in Capital Project CI0914 – Park Area Eastside will be transferred into Capital Project CI1803 – Play Equipment Renovation.

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 implement the transactions described herein.

SECTION 4.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: December 11, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 11, 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 ACCEPTING A CONVEYANCE OF REAL PROPERTY TO PUEBLO, A COLORADO MUNICIPAL CORPORATION, FROM GLOBAL PROPOSAL, LLC FOR THE PURPOSE OF CONSTRUCTING A FIRE STATION

SUMMARY:

This Resolution accepts the conveyance of a portion of Lots 7 and 8 of Block 3 in the Trinity Subdivision within the City of Pueblo from Global Proposal, LLC, to facilitate the construction of a new fire station near E. 4th Street and Victory Lane.

PREVIOUS COUNCIL ACTION:

On June 26, 2023, Ordinance No. 10488 was passed by City Council (and subsequently approved by the Mayor on June 29, 2023) approving a contract to buy certain real property from Global Proposal, LLC and budgeting and appropriating funds for the purchase.

BACKGROUND:

The City intends to construct a new fire station near the intersection of E. 4th Street and Victory Lane in early 2024. The design of the new fire station is currently underway, but the site layout will require the acquisition of additional land in order to accommodate the proposed building, stormwater detention pond, driveway, and parking area. The owner of the adjacent property, Global Proposal, LLC, has agreed to convey a portion of Lots 7 and 8 in Block 3 of Trinity Subdivision to the City (approximately 0.85 acres) that will allow for construction of the proposed project as designed.

FINANCIAL IMPLICATIONS:

The City will pay $40,000.00 for the property in addition to closing costs and associated fees.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution

STAKEHOLDER PROCESS:

Not applicable to this Resolution

ALTERNATIVES:

Failure to pass this Resolution will preclude the City from accepting the deed, requiring re-design of the fire station project.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

None

RESOLUTION NO. 15441

A RESOLUTION ACCEPTING A CONVEYANCE OF REAL PROPERTY TO PUEBLO, A COLORADO MUNICIPAL CORPORATION, FROM GLOBAL PROPOSAL, LLC FOR THE PURPOSE OF CONSTRUCTING A FIRE STATION

WHEREAS, Global Proposal, LLC has conveyed to the City of Pueblo the property described in the attached deed; and

WHEREAS, acquisition of the property by the City is required to complete construction of a new fire station proposed to be built on Victory Lane; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Deed, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted.

SECTION 2.

The City Clerk is directed to cause said deed to be recorded in the office of the Pueblo County Clerk and Recorder.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective upon final passage and approval.

INTRODUCED: December 11, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____

General Warranty Deed

(Pursuant to C.R.S. 38-30-113(1)(a))

State Documentary Fee
Date: November 30, 2023
$4.00

This Deed, effective as of **November 30th, 2023**, signed on the date(s) acknowledged below, by Grantor(s), **GLOBAL PROPOSAL, LLC, A COLORADO LIMITED LIABILITY COMPANY**, whose street address is **PO BOX 1280, Morrison, CO 80465**, City or Town of **Morrison**, County of **Jefferson** and State of **Colorado** , for the consideration of (**$40,000.00**) ***Forty Thousand and 00/100*** dollars, in hand paid, hereby sell(s) and convey(s) to **CITY OF PUEBLO, A MUNICIPAL CORPORATION**, whose street address is **211 E. D STREET, Pueblo, CO 81003**, City or Town of **Pueblo**, County of **Pueblo** and State of **Colorado**, the following real property in the County of **Pueblo** and State of Colorado, to wit:

See attached "Exhibit A"

also known by street and number as: **VACANT LAND, PUEBLO, CO 81001**

with all its appurtenances and warrant(s) the title to the same, subject to Statutory Exceptions.

GLOBAL PROPOSAL, LLC, A COLORADO LIMITED LIABILITY COMPANY

By: _____
HERBERT W. STARICK III, MANAGER

State of **Colorado**)
)ss.
City and County of)

The foregoing instrument was acknowledged before me on this day of **November 30th, 2023** by **HERBERT W STARICK III ADDITIONAL MANAGER OF GLOBAL PROPOSAL, LLC, A COLORADO LIMITED LIABILITY COMPANY**

Witness my hand and official seal

My Commission expires: _____ _____
Notary Public

When recorded return to: **CITY OF PUEBLO, A MUNICIPAL CORPORATION**
211 E. D STREET, Pueblo, CO 81003

Exhibit A

A PORTION OF LOTS 7 AND 8, BLOCK 2, TRINITY SUBDIVISION, COUNTY OF PUEBLO, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33 TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN THE COUNTY OF PUEBLO AND STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF PARCEL "B" OF THE REARRANGEMENT OF PROPERTY BOUNDARIES RECORDED MAY 6, 1983 IN BOOK 2155 AT PAGE 979 IN THE PUEBLO COUNTY RECORDS TO BEAR S89°57'10"E AND ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO. BOTH ENDS OF SAID SOUTH LINE BEING MONUMENTED WITH A NO. 4 REBAR WITH A 2" ALUMINUM CAP STAMPED WITH PLS. NO. 31925.

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL "A" IN SAID REARRANGEMENT OF PROPERTY BOUNDARIES, SAID POINT BEING ON THE NORTH LOT LINE OF LOT 8, BLOCK 3 IN THE TRINITY SUBDIVISION RECORDED JUNE 12, 1981 IN BOOK 2076 AT PAGE 311 IN THE PUEBLO COUNTY RECORDS; THENCE S89°57'10"E ALONG SAID NORTH LINE OF LOT 8, A DISTANCE OF 101.11 FEET; THENCE S81°18'40"E, A DISTANCE OF 65.14 FEET; THENCE S48°46'22"E, A DISTANCE OF 210.00 FEET TO THE SOUTHEAST CORNER OF LOT 7, BLOCK 3 OF SAID TRINITY SUBDIVISION; THENCE S87°19'28"W ALONG THE SOUTH LOT LINE OF SAID LOT 7, A DISTANCE OF 316.17 FEET; THENCE N02°40'32"W, A DISTANCE OF 163.26 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION PREPARED BY:
MICHAEL L. CUPPY
COLORADO P.L.S. 38485
FOR AND ON BEHALF OF
NORTHSTAR ENGINEERING AND SURVEYING, INC.
JULY 24, 2023

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 11, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: A RESOLUTION OF THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, ACTING BY AND THROUGH ITS GOLF ENTERPRISE, APPROVING THE ACQUISITION OF MAINTENANCE EQUIPMENT AND GOLF CARTS FOR ELMWOOD AND WALKING STICK GOLF COURSES AND AUTHORIZING THE CITY OF PUEBLO'S PURCHASING AGENT TO EXECUTE PURCHASING AGREEMENTS FOR SAME

SUMMARY:

This Resolution would approve the acquisition of new grounds maintenance equipment and golf carts for the Elmwood and Walking Stick Golf Courses.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In 2007, the City of Tucson, AZ established a national cooperative purchasing agreement for grounds maintenance equipment with the National Intergovernmental Purchasing Alliance and the TORO Company. Rather than having to go out for a competitive bid for this equipment, the Golf Enterprise has partnered with a Colorado TORO distributor, L.L. Johnson Distributing Company, to take advantage of this cooperative agreement.

Certain existing grounds maintenance equipment of the City's two Golf Courses have become ongoing maintenance issues due to their high number of hours used. The average useful lifespan of a commercial mower in a municipal or golf environment is five years.

Under this Resolution, the Golf Enterprise will lease/purchase one hundred fifty-three (153) fleet cars, two (2) marshal cars, two (2) range picker cars, two (2) beverage cars, six (6) greens mowers, four (4) fairway mowers, six (6) rough mowers, eight (8) utility vehicles, two (2) bunker maintenance vehicles, one (1) turf aerator, and one (1) 300-gallon sprayer. The total cost for the maintenance equipment and golf carts is $2,396,720.71.

FINANCIAL IMPLICATIONS:

The grounds maintenance equipment and the golf cart financing package total of $2,396,720.71, which will be amortized over five years. Golf Enterprise will make lease payments through their operating budgets. The City's Enterprise obligations under the equipment and golf cart leases shall be subject to annual appropriation by the City Council.

BankFunding, LLC will be paid Interest at the annual rate of 4.68% to finance this lease/purchase transaction.

BOARD/COMMISSION RECOMMENDATION:

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

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If the City Council fails to approve this Resolution, the Golf Enterprise will not purchase the new equipment and golf carts required to maintain and operate the two (2) municipal golf courses to the community's expectations.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. PURCHASING AGREEMENT_LL JOHNSON AND GOLF ENTERPRISE_12.11.2023
2. Elmwood Equipment Quote - TORO 08.08.22
3. Walking Stick Equipment Quote - TORO 08.08.22
4. PURCHASING AGREEMENT_MASEK GOLF CARS OF COLORADO AND GOLF ENTERPRISE_12.11.2023
5. 2024 Masek Golf Car Proposal_08.08.23

RESOLUTION NO. 15443

A RESOLUTION OF THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, ACTING BY AND THROUGH ITS GOLF ENTERPRISE, APPROVING THE ACQUISITION OF MAINTENANCE EQUIPMENT AND GOLF CARTS FOR ELMWOOD AND WALKING STICK GOLF COURSES AND AUTHORIZING THE CITY OF PUEBLO'S PURCHASING AGENT TO EXECUTE PURCHASING AGREEMENTS FOR SAME

WHEREAS, the City of Pueblo Golf Enterprise has partnered with the City of Tucson, AZ to utilize a national cooperative purchasing agreement with the National Intergovernmental Purchasing Alliance and the TORO Company to acquire new grounds maintenance equipment; and

WHEREAS, proposals for golf carts have been solicited, received, evaluated, and the best proposals selected; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

A bid award for the purchase of grounds maintenance equipment for the Golf Enterprise, ("Equipment") for a purchase price not to exceed $1,574,758.01 is hereby made to L.L. Johnson Distributing Company, Inc., a Colorado Corporation, subject to (a) execution of a final Purchasing Agreement in substantially the form hereto ("Purchasing Agreement"), and (b) approval of a lease purchase agreement relating to the Equipment by separate Resolution.

SECTION 2.

A bid award for the purchase of golf carts for the Golf Enterprise, ("Golf Carts") for a purchase price not to exceed a total of $821,962.70, is hereby made to Masek Rocky Mountain Distribution, Inc., a Delaware Corporation d/b/a Masek Rocky Mountain Golf Cars, subject to (a) execution of a final Purchasing Agreement in substantially the form attached hereto ("Purchasing Agreement"), and (b) approval of a lease purchase agreement relating to the equipment by separate Resolution.

SECTION 3.

Upon approval of the final Purchasing Agreements as to form by the City Attorney, and upon approval of a Resolution approving lease purchase financing, the Purchasing Agent is hereby authorized to execute said Purchasing Agreements for and on behalf of the Golf Enterprise of the City of Pueblo and the City Clerk shall affix the seal of the City thereto and attest 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 attached Purchasing Agreements which are necessary or desirable to implement the transactions described herein.

SECTION 5.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: December 11, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 11, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: A RESOLUTION OF THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, ACTING BY AND THROUGH ITS GOLF ENTERPRISE, APPROVING LEASE/PURCHASE FINANCING WITH BANKFUNDING, LLC, FOR EQUIPMENT FROM MASEK ROCKY MOUNTAIN GOLF CAR COMPANY AND L.L. JOHNSON DISTRIBUTING COMPANY AND AUTHORIZING THE EXECUTION AND DELIVERY OF ALL DOCUMENTS REQUIRED THEREWITH BY THE MAYOR OR DIRECTOR OF PURCHASING, AND AUTHORIZING ALL OTHER ACTIONS NECESSARY FOR THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION

SUMMARY:

This Resolution would approve the financing to lease/purchase new grounds maintenance equipment and golf carts for the Elmwood and Walking Stick Golf Courses.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Certain existing grounds maintenance equipment of the City's two Golf Courses have become ongoing maintenance issues due to their high number of hours used. The average useful lifespan of a commercial mower in a municipal or golf environment is five years.

Under this Resolution, the Golf Enterprise will lease/purchase one hundred fifty-three (153) fleet cars, two (2) marshal cars, two (2) range picker cars, two (2) beverage cars, six (6) greens mowers, four (4) fairway mowers, six (6) rough mowers, eight (8) utility vehicles, two (2) bunker maintenance vehicles, one (1) turf aerator, and one (1) 300-gallon sprayer. The total cost for the maintenance equipment and golf carts is $2,396,720.71.

FINANCIAL IMPLICATIONS:

The grounds maintenance equipment and the golf cart financing package total $2,396,720.71, which will be amortized over five years. Golf Enterprise will make lease payments through their operating budgets. The City's Enterprise obligations under the equipment and golf cart leases shall be subject to annual appropriation by the City Council.

BankFunding, LLC will be paid Interest at the annual rate of 4.68% to finance this lease/purchase transaction.

BOARD/COMMISSION RECOMMENDATION:

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

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If the City Council fails to approve this Resolution, the Golf Enterprise will not purchase the new equipment and golf carts required to maintain and operate the two (2) municipal golf courses to the community's expectations.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15443

A RESOLUTION OF THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, ACTING BY AND THROUGH ITS GOLF ENTERPRISE, APPROVING LEASE/PURCHASE FINANCING WITH BANKFUNDING, LLC, FOR EQUIPMENT FROM MASEK ROCKY MOUNTAIN GOLF CAR COMPANY AND L.L. JOHNSON DISTRIBUTING COMPANY AND AUTHORIZING THE EXECUTION AND DELIVERY OF ALL DOCUMENTS REQUIRED THEREWITH BY THE MAYOR OR DIRECTOR OF PURCHASING, AND AUTHORIZING ALL OTHER ACTIONS NECESSARY FOR THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION

WHEREAS, the City of Pueblo, a Municipal Corporation (hereinafter "City"), is a Colorado home rule city duly organized and existing under and by virtue of Article XX of the Colorado Constitution and is authorized to create Enterprises which have the authority to purchase and lease personal property for municipal purposes for the benefit of the City's inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the City's Golf Enterprise desires to purchase, acquire, and lease certain new golf maintenance equipment and golf carts constituting personal property necessary for the performance of golf course functions; and

WHEREAS, to acquire such equipment, City's Golf Enterprise proposes to enter into a Lease/Purchase Agreement, (the "Agreement"), with BankFunding, LLC ("Lessor") and Escrow Agreement with the Escrow Agent in the form as approved by the City Attorney; and

WHEREAS, City Council, as the governing body of the City's Golf Enterprise, deems it for the benefit of the City and for the efficient and effective administration thereof to enter into the Agreement for the purchase, acquisition, and leasing of equipment and golf carts therein described on the terms and conditions therein provided; and

WHEREAS, the funds made available under the Agreement will be applied to the acquisition of the equipment per the terms of such Agreement and Escrow Agreement; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council expressly authorizes the City Attorney to negotiate the form, terms, and provisions of the Agreement and Escrow Agreement with such insertions, omissions, and changes as shall be approved by the City Attorney, the execution of such documents by the Mayor, Director of Finance, and/or Purchasing Director, being conclusive evidence of such approval; and the Mayor is hereby authorized and directed to execute the Agreement and Escrow Agreement and to deliver the Agreement and Escrow Agreement on behalf of the City's Golf Enterprise, and the City Clerk is authorized and directed to attest same and affix the seal of the City thereto.

SECTION 2.

City Staff is hereby authorized and directed to take any and all actions necessary or reasonably required by the parties to the Agreement and Escrow Agreement to carry out, give effect to and consummate the transactions contemplated thereby and to take any and all actions necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and Escrow Agreement.

SECTION 3.

The Agreement and Escrow Agreement are expressly made subject to sufficient appropriations in each fiscal year after 2023. Nothing contained in this Resolution and the Agreement and Escrow Agreement, nor any other instrument, shall be construed to the City as incurring a pecuniary liability or charge upon the general credit of the City or against its taxing power, nor shall the breach of any agreement contained in this Resolution and the Agreement and Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the City or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Agreement and Escrow Agreement are special limited obligations of the Lessee as provided in such agreements. Nothing in the Agreement and Escrow Agreement is intended, nor shall it be construed, to create any multiple-fiscal year direct or indirect debt or other financial obligation of the City.

SECTION 4.

The Purchasing Director and Director of Finance of the City are each hereby designated to act as authorized representatives of the City's Golf Enterprise for purposes of the Agreement and Escrow Agreement until such time as the City Council shall designate any other or different authorized representative for purposes of said agreements.

SECTION 5.

City officers and staff are directed and authorized to perform any and all acts consistent with the intent of this Resolution and the Agreement and Escrow Agreements to implement the transactions described herein.

SECTION 6.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: December 11, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____

4700 Holly Street
Denver, CO 80216
Mobile: 720-641-3865
Office: 303-394-6638

Count on it.

ELMWOOD GOLF COURSE

Estimated 2024/ 2025 OMNIA / MAPO Contract # 2017025 Pricing

Att: Gene Lucero

8/8/2022

Qty	Model Number	Description	Each unit price	Extended price
2	30887	**Groundsmaster 4700**	$102,613.68	$205,227.36
2	30669	Universal Sunshade, White	$733.20	$1,466.40
1	Service Fee	MAPO Service Fee		$8,267.75
1	BUD-CAP	Budgetary price not to exceed through October of 2025		$21,496.15
			Total	**$236,457.66**

Qty	Model Number	Description	Each unit price	Extended price
4	07235	**Workman MDX**	$12,933.96	$51,735.84
4	07145	Brush Guard	$370.50	$1,482.00
4	07389	Electric Lift Kit	$818.22	$3,272.88
1	Service Fee	MAPO Service Fee		$2,259.63
1	BUD-CAP	Budgetary price not to exceed through October of 2025		$5,875.03
			Total	**$64,625.38**

Qty	Model Number	Description	Each unit price	Extended price
1	41394	**Multi Pro 5800-G with ExcelaRate**	$62,924.94	$62,924.94
12	120-0712	Light Blue 1.00 gpm nozzle @ 40 PSI	$13.57	$162.86
12	121-5062	Cap and Gasket for AI Turbo TwinJet	$3.70	$44.37
1	Service Fee	MAPO Service Fee		$2,525.29
1	BUD-CAP	Budgetary price not to exceed through October of 2025		$6,565.75
			Total	**$72,223.20**

Qty	Model Number	Description	Each unit price	Extended price

1	08745	**Sand Pro 5040**	$22,794.72	$22,794.72
1	08713	Flex Blade	$1,164.54	$1,164.54
1	08712	Front Lift Frame Assembly	$2,047.50	$2,047.50
1	08733	Spring Tine Toolbar	$1,187.94	$1,187.94
1	08838	Midmount Toolbar System	$1,543.62	$1,543.62
1	08751	QAS Tooth Rake	$1,685.58	$1,685.58
1	119-7158	Pivot Trowel Kit (QAS Tooth Rake)	$188.78	$188.78
1	Service Fee	MAPO Service Fee		$1,224.51
1	BUD-CAP	Budgetary price not to exceed through October of 2025		$3,183.72
			Total	**$35,020.91**

Qty	Model Number	Description	Each unit price	Extended price
1	07511BA	**Outcross 9060 (With Canopy and Loader Arms)**	$71,996.34	$71,996.34
1	07521	1/2 Yard Bucket	$868.92	$868.92
1	22549	Adjustable Forks	$1,134.90	$1,134.90
1	BXP16408	8 Foot BOSS Box Blade, Rubber Trip Edge - SK-R 8	$3,670.00	$3,670.00
1	BXP16420	Wings Kit, Rubber Trip Edge	$1,427.00	$1,427.00
1	Service Fee	MAPO Service Fee		$3,163.89
1	BUD-CAP	Budgetary price not to exceed through October of 2025		$8,226.10
			Total	**$90,487.15**

Qty	Model Number	Description	Each unit price	Extended price
1	30879	**Groundsmaster 4300**	$74,791.08	$74,791.08
1	30669	Universal Sunshade, White	$733.20	$733.20
1	Service Fee	MAPO Service Fee		$3,020.97
1	BUD-CAP	Budgetary price not to exceed through October of 2025		$7,854.53
			Total	**$86,399.78**

Qty	Model Number	Description	Each unit price	Extended price
1	09716	**ProCore 1298**	$44,579.34	$44,579.34
6	09797	3 Tine 7/8 Inch Head Set HD	$238.68	$1,432.08
6	09796	4 Tine 3/4 Inch Head Set	$238.68	$1,432.08
48	114-0558	Titan Side Eject Ext Taper 3/4 Inch (6.50 Inch X .660 Inch)	$7.03	$337.33
36	108-9265	Heavy Duty Side Eject 7/8 (5.75 Inch X .920 Inch)	$8.68	$312.53
4	120-1044	Guard-Turf, Short	$49.01	$196.03
4	120-1045	Guard-Turf, 4 Tine, Short	$48.34	$193.38

2	120-1046	Guard-Turf, 4 Tine, Long	$74.25	$148.50
2	120-1051	Guard-Turf, Long	$77.03	$154.07
1	Service Fee	MAPO Service Fee		$1,951.41
1	BUD-CAP	Budgetary price not to exceed through October of 2025		$5,073.67
			Total	**$55,810.42**

Qty	Model Number	Description	Each unit price	Extended price
2	04358	**Greensmaster 3150-Q**	$31,839.60	$63,679.20
6	04652	8 Blade Cutting Unit	$2,769.00	$16,614.00
6	04255	Narrow Wiehle Roller (One roller)	$349.44	$2,096.64
2	126-2058	Armrest Kit (Standard Seat)	$120.11	$240.22
1	Service Fee	MAPO Service Fee		$3,305.20
1	BUD-CAP	Budgetary price not to exceed through October of 2025		$8,593.53
			Total	**$94,528.79**

Qty	Model Number	Description	Each unit price	Extended price
2	04530	**Greensmaster TriFlex Hybrid 3320**	$38,026.56	$76,053.12
2	126-2058	Armrest Kit (Standard Seat)	$120.11	$240.22
6	04655	14 Blade Cutting Unit	$3,222.18	$19,333.08
6	04255	Narrow Wiehle Roller (One roller)	$349.44	$2,096.64
6	04650	Universal Rear Rotating Brush	$1,064.70	$6,388.20
6	132-0723	Adapter Kit RRB (w/o U - Groomer)	$145.76	$874.55
1	Service Fee	MAPO Service Fee		$4,199.43
1	BUD-CAP	Budgetary price not to exceed through October of 2025		$10,918.52
			Total	**$120,103.77**

Qty	Model Number	Description	Each unit price	Extended price
2	03952	**Reelmaster 5410-D**	$61,276.80	$122,553.60
10	03621	22 Inch 5 Inch 8 Blade (RR) Radial Reel EdgeSeries	$3,456.18	$34,561.80
2	03412	5-inch Weight for CUs with No Attachments	$281.58	$563.16
1	Service Fee	MAPO Service Fee		$6,307.14
1	BUD-CAP	Budgetary price not to exceed through October of 2025		$16,398.57
			Total	**$180,384.27**

I have added a not to exceed (budget cap) price that is good through October of 2025. Pricing will be adjusted at the time of delivery and *MAY* be less based on the current published price. If product availability should go past Oct. 2025, we will need to requote.

The prices listed above reflect the discount given for tax supported accounts using the OMNIA / MAPO Contract # 2017025.
The Service Fee listed above covers freight, set-up and delivery charges.

* All Toro equipment comes with a two year or 1,500 hour warranty

* Please note due to unexpected issues in our supply chain, we are experiencing extreme delays in all product categories.

Thank you for the opportunity to quote you on the equipment listed above!
As always, please feel free to call me with any questions.

Sincerely,
Brent Szafraniec
Southern Territory Manager

Sub total	$1,036,041.35
MAPO free goods credit	$30,000.00
* free goods credit based on total. If the total should decrease, so will the given credit.	
Trade in credit	$22,500.00
Total	$983,541.35
5-yr CSC mo/ payment	$19,247.90

* Finance rates subject to change

* All equipment listed will come with a 5-year limited warranty

LL JOHNSON EST. 1976
DISTRIBUTING COMPANY

4700 Holly Street
Denver, CO 80216
Mobile: 720-641-3865
Office: 303-394-6638

TORO
Count on It.

WALKING STICK GOLF COURSE

Estimated 2024 OMNIA / MAPO Contract # 2017025 Pricing

Att: Brian Grisham

8/8/2022

Qty	Model Number	Description	Each unit price	Extended price
1	30885	**Groundsmaster 4500**	$87,688.38	$87,688.38
1	30669	Universal Sunshade, White	$733.20	$733.20
1	Service Fee	MAPO Service Fee	$4,421.08	$4,421.08
1	BUD-CAP	Budgetary price not to exceed through October of 2025		$9,284.27
			Total	**$102,126.92**

Qty	Model Number	Description	Each unit price	Extended price
2	04510	**Greensmaster TriFlex 3300 Hydraulic**	$34,619.52	$69,239.04
6	04655	14 Blade Cutting Unit	$3,222.18	$19,333.08
6	04255	Narrow Wiehle Roller (One roller)	$349.44	$2,096.64
2	04554	Light Kit - LED	$668.46	$1,336.92
6	04650	Universal Rear Rotating Brush	$1,064.70	$6,388.20
6	132-0723	Adapter Kit RRB (w/o U - Groomer)	$145.76	$874.55
1	Service Fee	MAPO Service Fee		$3,970.74
1	BUD-CAP	Budgetary price not to exceed through October of 2025		$10,323.92
			Total	**$113,563.09**

Qty	Model Number	Description	Each unit price	Extended price
2	03952	**Reelmaster 5410-D**	$61,276.80	$122,553.60
10	03621	22 Inch 5 Inch 8 Blade (RR) Radial Reel EdgeSeries	$3,456.18	$34,561.80
2	03406	5 Inch Powered Rear Roller Brush For Cutting Units Without Groome	$3,513.12	$7,026.24
2	03655	Cross Trax All-wheel drive kit	$5,053.62	$10,107.24
2	30669	Universal Sunshade, White	$733.20	$1,466.40
1	Service Fee	MAPO Service Fee		$7,028.61
1	BUD-CAP	Budgetary price not to exceed through October of 2025		$18,274.39
			Total	**$201,018.28**

Qty	Model Number	Description	Each unit price	Extended price

1	08745	**Sand Pro 5040**	$22,794.72	$22,794.72
1	08751	QAS Tooth Rake	$1,685.58	$1,685.58
1	119-7158	Pivot Trowel Kit (QAS Tooth Rake)	$188.78	$188.78
1	Service Fee	MAPO Service Fee		$986.76
1	BUD-CAP	Budgetary price not to exceed through October of 2025		$2,565.58
			Total	**$28,221.43**

Qty	Model Number	Description	Each unit price	Extended price
1	07387	**Workman HDX - 4WD Diesel (Kubota)**	$36,714.60	$36,714.60
1	07316	High Flow Hydraulics Kit	$2,105.22	$2,105.22
1	44751	**ProPass 200 Wireless Topdresser**	$14,256.06	$14,256.06
1	44707	ProPass Workman Mount Kit	$1,250.34	$1,250.34
1	07316	High Flow Hydraulics Kit	$2,105.22	$2,105.22
1	44712	ProPass Storage Stand Truck Mount	$926.64	$926.64
1	Service Fee	MAPO Service Fee		$2,294.32
1	BUD-CAP	Budgetary price not to exceed through October of 2025		$5,965.24
			Total	**$65,617.64**

Qty	Model Number	Description	Each unit price	Extended price
1	30807	**Groundsmaster 3500-D**	$44,104.32	$44,104.32
1	30358	Bimini Canvas Sunshade	$265.98	$265.98
1	Service Fee	MAPO Service Fee		$1,774.81
1	BUD-CAP	Budgetary price not to exceed through October of 2025		$4,614.51
			Total	**$50,759.62**

Qty	Model Number	Description	Each unit price	Extended price
1	08100	**Workman UTX Gas**	$21,389.07	$21,389.07
1	Service Fee	MAPO Service Fee		$855.56
1	BUD-CAP	Budgetary price not to exceed through October of 2025		$2,224.46
			Total	**$24,469.10**

Qty	Model Number	Description	Each unit price	Extended price
2	07235	**Workman MDX**	$12,933.96	$25,867.92
2	07145	Brush Guard	$370.50	$741.00
1	Service Fee	MAPO Service Fee		$1,064.36
1	BUD-CAP	Budgetary price not to exceed through October of 2025		$2,767.33
			Total	**$30,440.60**

Trade in equipment

-2	Toro 3150 Tee Mowers	-$3,000.00	-$6,000.00
-1	Toro GM4300	-$3,000.00	-$3,000.00

-1	John Deere Tractor with Flail Deck	-$1,000.00	-$1,000.00
		Total trade in credit	-$10,000.00

I have added a not to exceed (budget cap) price that is good through October of 2025. Pricing will be adjusted at the time of delivery and *MAY* be less based on the current published price. If product availability should go past Oct. 2025, we will need to requote.

The prices listed above reflect the discount given for tax supported accounts using the OMNIA / MAPO Contract # 2017025.
The Service Fee listed above covers freight, set-up and delivery charges.

* All Toro equipment comes with a two year or 1,500 hour warranty

* Please note due to unexpected issues in our supply chain, we are experiencing extreme delays in all product categories.

Thank you for the opportunity to quote you on the equipment listed above!
As always, please feel free to call me with any questions.

Sincerely,
Brent Szafraniec
Southern Territory Manager

Sub total	$616,216.69
MAPO free goods credit	$15,000.00
* free goods credit based on total. If the total should decrease, so will the given credit	
Trade in credit	$10,000.00
Total	$591,216.69
5-yr CSC mo/ payment	$11,570.11

* Finance rates subject to change

* All equipment listed will come with a 5-year limited warranty

5345 Newport Street, Commerce City, Co. 80022 (303) 952-7400 Fax (303) 952-7403 www.coloradogolfcars.com

August 8, 2023

YAMAHA QUIETECH EFI GAS GOLF CAR PROPOSAL FOR:
THE CITY OF PUEBLO

City of Pueblo Golf Courses

Dear Mr. Lewis,

Thank you for the opportunity to The City of Pueblo Golf Courses with a proposal for a fleet of Yamaha gas golf cars. This letter will outline the details of our discussion for the replacement of your current fleets with a new fleet of 2024 Yamaha Quietech EFI gas golf cars. After you have had a chance to review, please let me know by phone or email if you have any questions or need additional information.

Agreement type and payment structure:

The agreement will be for the cash purchase of the new fleet. Masek's will use the club's existing fleet to net down the purchase price of the new fleets. Payments terms will be net30 upon the new fleet arriving at the golf courses.

Description of Yamaha Units and included equipment:

A quantity of one-hundred and fifty-three (153) 2024 Yamaha "Drive^2" Quietech EFI fleet cars, Sunstone Beige in color will be included in the sale. These cars will come equipped with a rain-drain top, sweater basket, energy absorbing bumper, Shafer rear end with drum brakes, **Yamaha's famous 357cc EFI engine with Quietech technology**, modular rear body panels, wheel covers, polycarbonate windshields, information holders, two sand and seed bottles per car, club logos and fleet numbers.

A quantity of two (2) 2024 Yamaha "Drive^2" Quietech EFI fleet cars, Emerald Green in color will be included in the sale. These units will be equipped just like the fleet cars but will be different in color for marshal purposes.

A quantity of two (2) 2024 Yamaha Umax II range picker units, Evergreen Metallic in color will be included in the sale. These units will come equipped with Yamaha's **402cc (14HP) electronic fuel injected engine**, four-wheel drum brakes, fully independent front suspension, 800 pound carrying capacity, fuel gauges, hour meters, headlights, two inch receiver hitches, steel range cages and universal range picker adapters.

A quantity of two (2) 2024 Yamaha Umax Bistro Deluxe beverage units, Evergreen Metallic in color will be included in the sale. These units will come equipped with Yamaha's **402cc (14HP) electronic fuel injected engine**, four-wheel drum brakes, fully independent front suspension, 800 pound carrying capacity, omni cooler beverage units, display cabinets, two trash receptacles, 12-24oz cup dispensers, fuel gauges, hour meters, headlights and two-inch receiver hitch.

Warranty:

Yamaha's famous factory warranty is extended on golf cars for four years. Yamaha utility and people movers carry a two-year factory warranty. All warranty statements can be made available upon request.

5345 Newport Street, Commerce City, Co. 80022 (303) 952-7400 Fax (303) 952-7403 www.coloradogolfcars.com

Pricing: ****The pricing below is in accordance with Yamaha's buyboard contract "706-23 Grounds Maintenance Equipment, Parts and Supplies. ****

(153) 2024 Yamaha Quietech EFI fleet cars: $1,053,873.18	($6,888.02/unit)
(2) 2024 Yamaha Quietech EFI marshal cars: $13,837.32	($6,918.66/unit)
(2) 2024 Yamaha Umax II range pickers: $30,922.32	($15,461.16/unit)
(2) 2024 Yamaha Umax Bistro Deluxe beverage units: $47,729.88	($23,864.94/unit)
(130) 2018 Yamaha Quietech trades: $312,000.00	($2,400.00/unit)
(2) 2018 Yamaha Umax range pickers: $5,900.00	($2,950.00/unit)
(2) 2018 Yamaha Umax beverage cars: $6,500.00	($3,250.00/unit)

Net purchase price: $821,962.70

Delivery:

Delivery to the course is anticipated for late Summer 2024. Delivery timeframes are dependent upon factory production times, which have been slowed due to COVID-19. Delivery timeframes may vary from what is quoted but we will work to deliver the new fleets as quickly as possible.

Insurance, Taxes and Maintenance:

During the contract period, the course is responsible for all insurance, taxes and maintenance (other than warranty) and any loss or damage other than normal wear and tear. Service contracts are available separately. Course personnel are invited and **encouraged** to attend our annual factory service seminar held at our Commerce City facility each spring.

Trades:

Masek's is offering The City a trade allowance of $324,400.00 for their current fleet of one-hundred and thirty (130) 2018 Yamaha Quietech EFI gas golf cars, two (2) 2018 Yamaha Umax range picker units and two (2) 2018 Yamaha Umax beverage cars. The trade allowance will be used to net down the purchase of the new fleet. Trade allowances are based on good, complete running units. Any units that exhibit damage beyond normal wear and tear, do not run or are incomplete will be re-evaluated at the time of trade in. A new trade allowance will be issued based on damages and it will be The City's responsibility to make up the difference in price.

Service contract:

Masek's will offer to perform the annual service on both fleets for a four-year period. This service would include a certified Yamaha mechanic coming to the Elmwood Golf Course and Walking Stick Golf Course once per year. Our technician will change the oil, air filter and spark plug in each of the 153 cars and additional utility vehicles. During their visit they will also inspect each vehicle for potential other issues, which can be billed out separately should the club want the service done.

5345 Newport Street, Commerce City, Co. 80022 (303) 952-7400 Fax (303) 952-7403 www.coloradogolfcars.com

Optional GPS:

Masek's is proud to present to The City of Pueblo Yamatrack GPS. Yamatrack is Yamaha's in-house GPS solution which allows clubs to monitor where cars are on the golf course, track pace-of-play, shut down the gas golf car, two-way communication and much more. The purchase price to add Yamatrack to the fleet is $1,300.00/golf car ($198,900 for 153 fleet cars) plus an on-going cellular connectivity fee of $14/car per month ($2,142.00 for 153 fleet cars). The cellular connectivity fee will be paid monthly for a five-year term.

Additional Information:

- We would like to extend a 20% discount on all parts as a benefit of doing business with Masek's. At our Commerce City location we have a parts inventory of roughly $300,000 at any time so we are sure to have all the parts you need.

- Masek's will send one of our Yamaha certified technicians along for the fleet delivery. The technician will spend the day going over the Yamaha product to ensure that all employees who are interested are up to speed on the brand of golf car.

- If the club would like to add club covers to their fleet of golf cars, the cost will be $132.00/unit.

- Should there be a substantiated price or interest rate increase between the time this quote was generated and delivery, Masek's may need to pass that along. Prices are subject to change.

- Walking Stick golf course will receive the information holders mounted on the windshields. Elmwood will receive the information holders that are mounted on the roofs.

Questions and further information:

Please call Jordan Weber 303.952.7400(work) or 303.489.2187(mobile) with any questions or concerns you may have. My e-mail address is Jordan@masekcolorado.com

Thank you for the opportunity to be of service to you with Yamaha, the world's finest golf cars and utility vehicles!

Yours truly,

Jordan Weber
District Sales Manager
Masek Rocky Mountain Golf Cars

Accepted for The City of Pueblo Golf Courses

_____

Date:_____

PURCHASE AGREEMENT

THIS AGREEMENT entered this 11th day of December 2023 by and between the City of Pueblo's ("City") Golf Course Enterprise (hereinafter referred to as the "Enterprise") and L.L. Johnson Distributing Company, a Colorado Corporation (hereinafter referred to as "Company").

WHEREAS, the equipment referenced herein is being purchased through a national cooperative purchasing agreement with the National Intergovernmental Alliance and the TORO Company;

NOW THEREFORE, the Parties hereby agree to the following terms and conditions:

1. In consideration of the payment of the fixed purchase price for the maintenance equipment as provided herein, Company agrees to furnish and deliver to Enterprise, complete in every aspect, the equipment listed in the equipment schedule attached hereto as Exhibit A (hereinafter "Equipment"), in accordance and fully complying with and subject to the terms, conditions and requirements set forth in this Purchase Agreement.

2. Company warrants that the Equipment is free from any and all defects, is fit for its intended purpose and complies with all industry standards. In addition, Company represents and warrants that the Equipment meets and complies in all material respects with the Specifications attached hereto as Exhibit B and incorporated herein by this reference (the "Specifications"). In the event of any conflict between said Specifications and the terms of this instrument, this instrument shall control; in the event of any conflict between the Specifications and any product literature of Company, or any custom or usage, or standards of any trade association or group relating to the Equipment purchased hereinafter, this instrument and the Specifications shall control.

3. (a) The Equipment shall be delivered by Company, at Company's expense, to Enterprise, at such place within the City of Pueblo, Colorado ("City") as shall be designated by the City Purchasing Agent Agent and/or Fleet Superintendant, within the period between the Early Delivery Date and Deadline as set forth below:

Items	Early Delivery Date	Deadline (outside Delivery Date)
See Exhibit A attached	30 days after receiving Purchase Order	90 days after receiving Purchase Order

The delivery deadline for any item shall only be extended by Enterprise for delay in delivery caused by (A) unavailability of materials due to war or national emergency, (B) unavailability of transportation for the Equipment to Pueblo, Colorado caused by strike, (C) nuclear detonation or (D) catastrophic acts of God affecting the availability of materials or labor critical to the timely manufacture and the delivery of the Equipment.

(b) Time is of the essence with respect to delivery of the Equipment under this Purchase Agreement.

(c) Risk of loss shall be upon Company until delivery of items in Pueblo and acceptance of same by Enterprise. Acceptance shall be made by Enterprise only if the items conform to this Purchase Agreement and the Specifications, and satisfactorily pass the Performance Test and Requirements set forth in the Specifications.

4. A competent representative of Company shall, upon Enterprise's request, provide necessary instruction to Enterprise's employees as to the operation and use of the Equipment, in Pueblo, Colorado, and at no additional charge to Enterprise.

5. Payment to Company shall be made at the following time and in the following manner: In one lump sum payable upon delivery of Equipment or the funding of the Lease Purchase Agreement between Enterprise and BankFunding, LLC or an affiliated leasing company ("Lessor"), whichever occurs later. This Purchase Agreement is made expressly contingent upon Enterprise entering into the Lease Purchase Agreement with Lessor; in the event the Lease Purchase Agreement fails to close or proceeds are not made available for the purchase of the Equipment on or before February 1, 2024, this Purchase Agreement shall be deemed terminated and of no effect, and both parties shall be released from all obligations hereunder.

6. Company shall pay for all royalties and licensing of patents for any patented material or product used by Company or incorporated into the equipment purchased under this Purchase Agreement. Company shall also indemnify, defend, and hold Enterprise harmless against any and all claims that the Equipment, or any part or portion thereof, infringe upon any patent. Enterprise shall: (a) Promptly notify Company of any claim for which indemnification may be sought, (b) cooperate fully in the defense of such claim provided that such cooperation shall not require the incurring of any expense on the part of Enterprise, and (c) permit Company to settle or compromise such claim on terms and conditions which, in good faith, it determines to be appropriate; provided, however, that any settlement shall not result in any cost or expense to Enterprise nor result in the Enterprise being deprived of the use of the equipment reasonably comparable to the infringing equipment.

7. This Purchase Agreement and the rights, title and interests of the parties therein, shall not be assigned or transferred by either party, except upon prior written consent of the other party; provided, however, that Company herein provides and grants such consent to Enterprise assigning and transferring this Purchase Agreement and its rights hereunder, or a portion thereof, to any third party leasing or financing source with whom the Enterprise agrees, on Enterprise's behalf, to provide payment to Company of amounts owed or to be owed by Enterprise to Company hereunder, or otherwise relating to Enterprise's leasing or financing of the equipment contemplated hereby, and Company hereby agrees to execute all documents reasonably necessary to effect such agreement. In the event of any such assignment by Enterprise, Enterprise may also assign Company's Performance Bond (if any required).

8. This Purchase Agreement, including the warranties required by the foregoing, constitute the entire agreement between the parties, and there are no representations, conditions, or collateral agreements, expressed or implied, with respect to this Purchase Agreement other than as contained herein, and this Purchase Agreement shall supersede all previous communications, representations, or agreements, either written or oral, between the parties to this Purchase Agreement. This Purchase Agreement may not be modified or changed in any way except by written agreement signed by the persons authorized to sign agreements on behalf of Company and Enterprise.

9. This Purchase Agreement shall be governed by the laws of the State of Colorado and shall be construed in accordance therewith. The parties agree that venue for all actions or causes of action relating to or arising from this Purchase Agreement, or the equipment purchased hereunder, shall be in Pueblo County, Colorado. All such actions filed in the District Court, County of Pueblo, State of Colorado, and the parties submit to the jurisdiction of that Court. The parties to this Purchase Agreement hereby waive their rights to a jury trial in the event of any litigation.

L.L. Johnson Distributing Company
A Colorado Corporation

_____
By:

Name:_____

Title:_____

BY AND FOR THE GOLF ENTERPRISE

_____
By: Naomi Hedden, Purchasing Agent

Balance of Appropriation Exists and
Funds are Available

_____
Director of Finance

Approved as to form:

_____
City Attorney

EXHIBIT A

GOLF ENTERPRISE LEASE / PURCHASE PROJECT 2024					
EQUIPMENT TO BE FINANCED					
VENDOR	**EQUIPMENT DESCRIPTION**	**LOCATION**	**QTY**	**UNIT PRICE**	**TOTAL PRICE**
LL Johnson					
	Groundsmaster 4700 w/accessories	Elmwood GC	2	$118,228.83	$236,457.66
	Workman MDX w/accessories	Elmwood GC	4	$16,156.35	$64,625.38
	Multi Pro 5800-G with ExcelaRate w/accessories	Elmwood GC	1	$72,223.20	$72,223.20
	Sand Pro 5040 w/accessories	Elmwood GC	1	$35,020.91	$35,020.91
	Outcross 9090 with Canopy and Loader Arms w/accessories	Elmwood GC	1	$90,487.15	$90,487.15
	Groundsmaster 4300 w/accessories	Elmwood GC	1	$86,399.78	$86,399.78
	ProCore 1298 w/accessories	Elmwood GC	1	$55,810.42	$55,810.42
	Greensmaster 3150-Q w/accessories	Elmwood GC	2	$47,264.40	$94,528.79
	Greenmaster TriFlex 3320 Hybrid mower w/accessories	Elmwood GC	2	$60,051.89	$120,103.77
	Reelmaster 5410-D w/accessories	Elmwood GC	2	$90,192.14	$180,384.27
	MAPO Free Goods Credit				($30,000.00)
	Trade-in Credit				($22,500.00)
				TOTAL	**$983,541.33**
LL Johnson					
	Groundsmaster 4500 w/accessories	Walking Stick GC	1	$102,126.92	$102,126.92
	Greenmaster TriFlex 3300 Hydraulic mower	Walking Stick GC	2	$56,781.55	$113,563.09
	Reelmaster 5410-D w/accessories	Walking Stick GC	2	$100,509.14	$201,018.28
	Sand Pro 5040 w/accessories	Walking Stick GC	1	$28,221.43	$28,221.43
	Workman HDX - 4ED Diesel (Kubota) w/accessories	Walking Stick GC	1	$65,617.64	$65,617.64
	Groundsmaster 3500-D w/accessories	Walking Stick GC	1	$50,759.62	$50,759.62
	Workman UTX Gas	Walking Stick GC	1	$24,469.10	$24,469.10
	Workman MDX w/accessories	Walking Stick GC	2	$15,220.30	$30,440.60
	MAPO Free Goods Discount				($15,000.00)
	Trade-in Credit				($10,000.00)
				TOTAL	**$591,216.68**
		GRAND TOTAL TO LL JOHNSON			**$1,574,758.01**

GOLF EQUIPMENT PURCHASE INVOICES

HERE

PURCHASE AGREEMENT

THIS AGREEMENT entered this 11th day of December 2023 by and between the City of Pueblo's ("City") Golf Course Enterprise (hereinafter referred to as the "Enterprise") and Masek Rocky Mountain Distribution, Inc. d/b/a Masek Rocky Mountain Golf Cars, a Delaware Corporation (hereinafter referred to as "Company").

WHEREAS, the equipment referenced herein is being purchased in accordance with Yamaha's buyboard contract #706-23 Grounds Maintenance Equipment, Parts, and Supplies;

NOW THEREFORE, the Parties hereby agree to the following terms and conditions:

1. In consideration of the payment of the fixed purchase price for the golf carts as provided herein, Company agrees to furnish and deliver to Enterprise, complete in every aspect, the golf carts listed below (hereinafter "Equipment"), in accordance and fully complying with and subject to the terms, conditions and requirements set forth in this Purchase Agreement:

Quantity	Descriptions of Vehicles, Equipment and Apparatus	Price Delivered in Pueblo, Colorado
153	2024 Yamaha Quietech EFI Gasoline Golf Cars	$745,898.99
2	2024 Yamaha Quietech EFI Gasoline Marshal Cars	$9,811.52
2	2024 Yamaha Umax II Gasoline Range Picker Units	$25,022.32
2	2024 Yamaha Umax Bistro Deluxe Gasoline Beverage Units	$41,229.88

2. The Equipment furnished hereinafter shall fully comply with the Specifications. In the event of any conflict between said Specifications and the terms of this instrument, this instrument shall control; in the event of any conflict between the Specifications and any product literature of Company, or any custom or usage, or standards of any trade association or group relating to the Equipment purchased hereinafter, this instrument and the Specifications shall control.

3. To the extent applicable, the Equipment furnished hereinafter shall fully conform to all rules, regulations and standards adopted by the United States Department of Transportation (DOT) in effect on the date of this Purchase Agreement. Company shall have tested the Vehicle at Company's plant site and the same shall have passed the test prior to delivery.

4. (a) The Equipment shall be delivered by Company, at Company's expense, to Enterprise, at such place within the City, as shall be designated by the City's Purchasing Agent and/or Fleet Superintendent, within the period between the Early Delivery Date and Deadline as set forth below:

Items	Early Delivery Date	Deadline (outside Delivery Date)
All items listed in terms and conditions 1. above	45-60 days after receiving Purchase Order	65-70 days after receiving Purchase Order

The delivery deadline for any item shall only be extended by Enterprise for delay in delivery caused by (A) unavailability of materials due to war or national emergency, (B) unavailability of transportation for the Equipment to Pueblo, Colorado caused by strike, (C) nuclear detonation or (D) catastrophic acts of God affecting the availability of materials or labor critical to the timely manufacture and the delivery of the Equipment.

(b) Time is of the essence with respect to delivery of the Equipment under this Purchase Agreement.

(c) Risk of loss shall be upon Company until delivery of items in Pueblo and acceptance of same by Enterprise. Acceptance shall be made by Enterprise only if the items conform to this Purchase Agreement and the Specifications, and satisfactorily pass the Performance Test and Requirements set forth in the Specifications.

5. A competent representative of Company shall, upon Enterprise's request, provide necessary instruction to Enterprise employees as to the operation and use of the Equipment, in Pueblo, Colorado, and at no additional charge to Enterprise.

6. Payment to Company shall be made at the following time and in the following manner: In one lump sum payable upon delivery of the Equipment to the Enterprise, or the funding of the Lease Purchase Agreement between Enterprise and BankFunding LLC or affiliated leasing company ("Lessor"), whichever occurs later. This Purchase Agreement is made expressly contingent upon Enterprise entering into the Lease Purchase Agreement with Lessor; in the event the Lease Purchase Agreement fails to close or proceeds are not made available for the purchase of the Equipment on or before February 1, 2024, this Purchase Agreement shall be deemed terminated and of no effect, and both parties shall be released from all obligations hereunder.

7. Company shall pay for all royalties and licensing of patents for any patented material or product used by Company or incorporated into the equipment purchased under this Purchase Agreement. Company shall also indemnify, defend, and hold Enterprise harmless against any and all claims that the Equipment, or any part or portion thereof, infringe upon any patent. Enterprise shall: (a) Promptly notify Company of any claim for which indemnification may be sought, (b) cooperate fully in the defense of such claim provided that such cooperation shall not require the incurring of any expense on the part of Enterprise, and (c) permit Company to settle or compromise such claim on terms and conditions which, in good faith, it determines to be appropriate; provided, however, that any settlement shall not result in any cost or expense to Enterprise nor result in the Enterprise being deprived of the use of the equipment reasonably comparable to the infringing equipment.

8. This Purchase Agreement and the rights, title and interests of the parties therein, shall not be assigned or transferred by either party, except upon prior written consent of the other party; provided, however, that Company herein provides and grants such consent to Enterprise assigning and transferring this Purchase Agreement and its rights hereunder, or a portion thereof, to any third party leasing or financing source with whom the Enterprise agrees, on Enterprise's behalf, to provide payment to Company of amounts owed or to be owed by Enterprise to Company hereunder, or otherwise relating to Enterprise's leasing or financing of the equipment contemplated hereby, and Company hereby agrees to execute all documents reasonably necessary to effect such agreement. In the event of any such assignment by Enterprise, Enterprise may also assign Company's Performance Bond (if any required).

9. This Purchase Agreement, including the specifications incorporated by reference and warranties required by the foregoing, constitute the entire agreement between the parties, and there are no representations, conditions, or collateral agreements, expressed or implied, with respect to this Purchase Agreement other than as contained herein, and this Purchase Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Purchase

Agreement. This Purchase Agreement may not be modified or changed in any way except by written agreement signed by the persons authorized to sign agreements on behalf of Company and Enterprise.

10. This Purchase Agreement shall be governed by the laws of the State of Colorado and shall be construed in accordance therewith. The parties agree that venue for all actions or causes of action relating to or arising from this Purchase Agreement, or the equipment purchased hereunder, shall be in Pueblo County, Colorado. All such actions filed in the District Court, County of Pueblo, State of Colorado, and the parties submit to the jurisdiction of that Court. The parties to this Purchase Agreement hereby waive their rights to a jury trial in the event of any litigation.

Masek Rocky Mountain Distribution, Inc.
d/b/a Masek Rocky Mountain Golf Cars
a Delaware Corporation

By:_____

Name:_____

Title:_____

BY AND FOR THE GOLF ENTERPRISE

_____
By: Naomi Hedden, Purchasing Agent

Balance of Appropriation Exists and
Funds are Available

_____
Director of Finance

Approved as to form:

_____
City Attorney

EXHIBIT A

GOLF COURSE ENTERPRISE LEASE / PURCHASE PROJECT 2024					
EQUIPMENT TO BE FINANCED					
VENDOR	**EQUIPMENT DESCRIPTION**	**LOCATION**	**QTY**	**UNIT PRICE**	**TOTAL PRICE**
Masek Rocky Mountain Golf Cars					
	Yamaha Quietech EFI Golf Cars w/accessories	Walking Stick GC	75	$6,888.06	$516,604.50
	Yamaha Quietech EFI Marshal Car w/accessories	Walking Stick GC	1	$6,918.66	$6,918.66
	Yamaha Umax II Ranger Picker Car w/accessories	Walking Stick GC	1	$15,461.16	$15,461.16
	Yamaha Umax Bistro Deluxe Beverage Unit w/access.	Walking Stick GC	1	$23,864.94	$23,864.94
	Trade-in and Credit				($159,180.64)
				TOTAL	**$403,668.62**
Masek Rocky Mountain Golf Cars					
	Yamaha Quietech EFI Golf Cars w/accessories	Elmwood GC	78	$6,888.06	$537,268.68
	Yamaha Quietech Marshal Car w/accessories	Elmwood GC	1	$6,918.66	$6,918.66
	Yamaha Umax II Range Picker Car w/accessories	Elmwood GC	1	$15,461.16	$15,461.16
	Yamaha Umax Bistro Deluxe Beverage Unit w/access.	Elmwood GC	1	$23,864.94	$23,864.94
	Trade-in and Credit				($165,219.35)
				TOTAL	**$418,294.09**
	GRAND TOTAL TO MASEK ROCKY MOUNTAIN GOLF CARS				**$821,962.70**

GOLF CAR PURCHASE INVOICES

HERE

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 11, 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 THEA RODRIGUEZ TO COMPLETE A FOUR-YEAR TERM EXPIRING JUNE 30, 2025 ON THE PUEBLO ENERGY ADVISORY COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of Thea Rodriguez to complete a four-year term expiring June 30, 2025 on the Pueblo Energy Advisory Commission.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to boards and commissions selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to term expirations and resignations, there are six vacancies on this commission.

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. 15444

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF THEA RODRIGUEZ TO COMPLETE A FOUR-YEAR TERM EXPIRING JUNE 30, 2025 ON THE PUEBLO ENERGY ADVISORY COMMISSION

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Thea Rodriguez to the Pueblo Energy Advisory Commission; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Thea Rodriguez to complete a four-year term expiring June 30, 2025 on the Pueblo Energy Advisory Commission 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: December 11, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 11, 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 REAPPOINTMENT BY THE MAYOR OF MARTY GARCIA TO SERVE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2026 ON THE HISTORIC ARKANSAS RIVERWALK OF PUEBLO (HARP) FOUNDATION

SUMMARY:

This Resolution confirms the appointment by the Mayor of Marty Garcia to serve a three-year term expiring December 31, 2026 on the Historic Arkansas Riverwalk of Pueblo (HARP) Foundation.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to boards and commissions selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to the regular term expiration of Incumbent Marty Garcia, there is one appointment available to serve a three-year term expiring December 31, 2026, on the Historic Arkansas Riverwalk of Pueblo (HARP) Foundation Board of Directors – City Appointment.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

HARP has recommended the reappointment of Mr. Garcia.

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15445

A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE MAYOR OF MARTY GARCIA TO SERVE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2026 ON THE HISTORIC ARKANSAS RIVERWALK OF PUEBLO (HARP) FOUNDATION

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Marty Garcia to the Historic Arkansas Riverwalk of Pueblo (HARP) Foundation; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Marty Garcia to serve a three-year term expiring December 31, 2026 on the Historic Arkansas Riverwalk of Pueblo (HARP) Foundation 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: December 11, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 11, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Alexandria Romero, Director of Finance

SUBJECT: AN ORDINANCE APPROPRIATING $175,000 FROM THE GENERAL FUND RESERVE TO PROJECT CI2406 - JAN'24 MAYORAL RUNOFF ELECTION FOR MAYORAL RUNOFF ELECTION EXPENSES THAT OCCUR IN 2023.

SUMMARY:

This Ordinance budgets and appropriates $175,000 from the General Fund reserve to Project CI2406 for the payment of expenses that occur in fiscal year 2023.

PREVIOUS COUNCIL ACTION:

On November 27, 2023, by Ordinance No. 10608, City Council adopted and appropriated the Budget for 2024, which included Project CI2406 for the fiscal year 2024 for $300,000.

BACKGROUND:

Project CI2406 - Jan'24 Mayoral Runoff Election was budgeted and appropriated as part of the 2024 budget. Expenses for the January 2024 Mayoral runoff election will start to occur within fiscal year 2023. This Ordinance will budget and appropriate funds to be spent within fiscal year 2023, continuing into 2024. When all payments have been made for the January 2024 Mayoral runoff election, Project CI2406 will be closed and any remaining funds will be unappropriated and transferred to the General Fund reserve for future budget and appropriations.

FINANCIAL IMPLICATIONS:

The attached ordinance budgets and appropriates $175,000 from the General Fund reserves to Project CI2406 Jan'24 Mayoral Runoff Election.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance

STAKEHOLDER PROCESS:

Not applicable to this Ordinance

ALTERNATIVES:

Failure to adopt this ordinance will result in the City Council not authorizing the budgeting and appropriation for the January 2024 Mayoral runoff election expenditures in 2023.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE APPROPRIATING $175,000 FROM THE GENERAL FUND RESERVE TO PROJECT CI2406 - JAN'24 MAYORAL RUNOFF ELECTION FOR MAYORAL RUNOFF ELECTION EXPENSES THAT OCCUR IN 2023.

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

SECTION 1.

Funds in the amount of $175,000 are hereby appropriated and budgeted from the General Fund reserve to Project CI2406 - Jan'24 Mayoral Runoff Election for the purpose of paying expenses that occur for the January 2024 Mayoral runoff election in 2023.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 11, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Alexandria Romero, Director of Finance

SUBJECT: AN ORDINANCE ESTABLISHING FUND NO. 236 - PLASTIC POLLUTION REDUCTION AND BUDGETING AND APPROPRIATING ALL FUNDS RECEIVED BY THE CITY OF PUEBLO UNDER THE PLASTIC POLLUTION REDUCTION ACT AND ALL FUTURE PAYMENTS RECEIVED FROM THE PLASTIC POLLUTION REDUCTION ACT IN FUND NO. 236.

SUMMARY:

This Ordinance establishes Fund No. 236 - Plastic Pollution Reduction, and budgets and appropriates funds which have been and will be collected by the City of Pueblo for Carryout Bag Fees pursuant to Chapter 3 of Title VII of the Pueblo Municipal Code, Article IV - Plastic Pollution Reduction Act, Section 7-3-48. - Payment to and administration of the Carryout Bag Fees by the City.

PREVIOUS COUNCIL ACTION:

On December 27, 2022, by Ordinance No. 10361, City Council authorized amending Chapter 3 of Title VII of the Pueblo Municipal Code by adding a new Article IV relating to the carryout bag fees imposed pursuant to the Plastic Pollution Reduction Act and providing for the enforcement, collection, remittance, and distribution of said fees.

BACKGROUND:

On July 6, 2021, Governor Jared Polis signed into law the Plastic Pollution Reduction Act (HB21-1162). Beginning January 1, 2023, certain retailers will be required to collect a $0.10 fee for every recycled paper or single-use plastic carryout bag provided to a customer for his or her use. According to the Act, sixty percent (60%) of the fee is required to be remitted to the municipality where the transaction occurred. The Act provides that the funds received by the municipality where the transaction occurred are to be separated from other funds and used for specific purposes related to the implementation of this legislation. The attached Ordinance establishes the special revenue fund and budgets and appropriates funds collected under the Plastice Pollution

Reduction Act.

FINANCIAL IMPLICATIONS:

The attached ordinance budgets and appropriates all funds that have been and will be collected from the Plastic Pollution Reduction Act to be received by the City into Fund No. 236.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to adopt this Ordinance will result in the City Council not authorizing the establishment of Fund No. 236 and the budgeting and appropriation of funds in the Plastic Pollution Reduction Fund No. 236.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE ESTABLISHING FUND NO. 236 - PLASTIC POLLUTION REDUCTION AND BUDGETING AND APPROPRIATING ALL FUNDS RECEIVED BY THE CITY OF PUEBLO UNDER THE PLASTIC POLLUTION REDUCTION ACT AND ALL FUTURE PAYMENTS RECEIVED FROM THE PLASTIC POLLUTION REDUCTION ACT IN FUND NO. 236.

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

SECTION 1.

Fund No. 236 is hereby established, and all funds which have been collected and will be paid to the City in accordance to the Plastic Pollution Reduction Act (HB21-1162), pursuant to Chapter 3 of Title VII of the Pueblo Municipal Code, Article IV - Plastic Pollution Reduction Act, Section 7-3-48. - Payment to and administration of the Carryout Bag Fees by the City, are hereby budgeted and appropriated into said Fund No. 236.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 11, 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 AND RATIFYING A SUPPLEMENTAL ENVIRONMENTAL PROJECT AGREEMENT AND APPROVING A MODIFICATION TO SAID AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FOR THE PURPOSE OF DEVELOPING A HOUSEHOLD HAZARDOUS WASTE PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE THE MODIFICATION; ACCEPTING FUNDS IN THE AMOUNT OF $378,880.00 FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT; AND BUDGETING AND APPROPRIATING SAID FUNDS INTO PROJECT ACCOUNT NO. PL2302 - HOUSEHOLD HAZARDOUS WASTE PROGRAM

SUMMARY:

This proposed ordinance approves and ratifies a Supplemental Environmental Project (SEP) Agreement between the City of Pueblo and the Colorado Department of Public Health and Environment (CDPHE), approves a modification to said Agreement, and authorizes the Mayor to execute the modification. The Supplemental Environmental Project Agreement provides $378,880 for the establishment of a Household Hazardous Waste collection program, which will be accepted and budgeted and appropriated into Project Account No. PL2302 - Household Hazardous Waste Program.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City has entered into a SEP Agreement which will provide funding for the establishment of a Household Hazardous Waste program. This project will provide Pueblo residents with a public facility to safely and cost-effectively dispose of items

such as household cleaners, pesticides, fertilizers, automotive fluids, fluorescent light bulbs, paints, batteries, and other common household waste items. The program would divert these hazardous wastes from local landfills and offer an easy alternative to illegal dumping that has become pervasive in this area. Funds provided under the program will be used to procure and install a prefabricated household hazardous waste storage building at the Pueblo RecycleWorks facility on Stockyard Road; fund the disposal of collected Household Hazardous Waste items; procure materials, supplies, and equipment necessary to operate the program; and provide necessary safety training for employees.

FINANCIAL IMPLICATIONS:

The City will accept funds from CDPHE in the amount of $388,870.00 and budget and appropriate said funds into Project Account No. PL2302 - Household Hazardous Waste Program.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failing to approve this Ordinance will preclude the City of Pueblo from accepting the funds from CDPHE and prevent the establishment of the Household Hazardous Waste program.

RECOMMENDATION:

Recommend approval of this Ordinance.

ATTACHMENTS:

1. Pueblo_Bechtell_HHW_SEPAgreement
2. DRAFT MOD - Pueblo_Bechtell_HHW_SEPMod#1 (v2)

ORDINANCE NO.

AN ORDINANCE APPROVING AND RATIFYING A SUPPLEMENTAL ENVIRONMENTAL PROJECT AGREEMENT AND APPROVING A MODIFICATION TO SAID AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FOR THE PURPOSE OF DEVELOPING A HOUSEHOLD HAZARDOUS WASTE PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE THE MODIFICATION; ACCEPTING FUNDS IN THE AMOUNT OF $378,880.00 FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT; AND BUDGETING AND APPROPRIATING SAID FUNDS INTO PROJECT ACCOUNT NO. PL2302 - HOUSEHOLD HAZARDOUS WASTE PROGRAM

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

SECTION 1.

The Supplemental Environmental Project (SEP) Agreement between the City of Pueblo, a Municipal Corporation, and the Colorado Department of Public Health and Environment, relating to the provision of funds for the establishment of a Household Hazardous Waste collection program, a copy of which is attached hereto, is hereby ratified and approved subject to approval of the Modification to the SEP Agreement as set forth in Section 2 of this Ordinance.

SECTION 2.

The Modification to the SEP Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado Department of Public Health and Environment, relating to the provision of funds for the establishment of a Household Hazardous Waste collection program, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

The Mayor is authorized to execute and deliver the modification to the SEP Agreement in the name of the City.

SECTION 4.

Project No. PL2302 - Household Hazardous Waste Program is hereby established and funds received from the Colorado Department of Public Health and Environment in the amount of $378,880.00 are hereby accepted and budgeted and appropriated into said project account.

SECTION 5.

The officers of the City are authorized to perform any and all acts consistent with this Ordinance and IGA to implement the policies and procedures described herein. Furthermore, all actions previously taken by officers and staff of the City consistent with the agreement are hereby ratified.

SECTION 6.

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

Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Third Party Supplemental Environmental Project (SEP) Agreement

Third Party Liable (Revised 9/21/2022)

Document is completed by the third party SEP administrator.

The third party SEP administrator, identified below, submits the following SEP agreement proposal to the Colorado Department of Public Health and Environment (the department) for consideration. If the application is approved, it shall be signed by appropriate representatives of the department. If the approved document is then signed by the applicant, it shall serve as the SEP agreement for the project(s) at issue.

Enforcement action information

Regulated entity name: The Pueblo Chemical Agent Destruction Pilot Plant (PCAPP)
Enforcement case no.: 22-05-10-01 & 22-05-10-02

Third party SEP administrator

Andrew Hayes, PE
City of Pueblo
Director of Public Works
211 E D St.
Pueblo, CO 81003
719-553-2295/2267
ahayes@pueblo.us

Type of organization

Government

Department SEP coordinator

Elizabeth Scherer
720-515-0236
Elizabeth.scherer@state.co.us

Geographic area served

City of Pueblo; Pueblo County

SEP category

Pollution Prevention

Project title

Pueblo Household Hazardous Waste Year-Round Collection Facility

Project summary

This SEP will help develop a Household Hazardous Waste (HHW) program to include storage, training, equipment and safe transport services for all of Pueblo County. The facility would operate year-round for the benefit of residents throughout the County, allowing Pueblo to expand its waste diversion services to citizens. The HHW collection center will be located at the existing RecycleWorks facility at 1595 Stockyard Road, Pueblo, CO.

Project description

Problem Statement: Residents within Pueblo County have no options for disposing of household hazardous waste items. When "improperly" disposed of, these items end up in local landfills. When improperly disposed of these wastes present serious risks to the environment and negatively impact the health and safety of residents.

Project goals and objectives: This project will provide Pueblo residents with a public facility to safely and cost-effectively dispose of items such as household cleaners, pesticides, fertilizers, automotive fluids, fluorescent light bulbs, paints, batteries, and other common household waste items. The program would divert these hazardous wastes from local landfills and offer an easy alternative to illegal dumping that has become pervasive in this area.

Project tasks and activities and construction scope: RecycleWorks is an already established recycling center that will provide expanded services to include acceptance of household hazardous waste with this funding. The proposed facility would be a prefabricated 10 x 40 building specifically built to hold household hazardous materials that would be equipped with fire detection/alarm/suppression systems. Within the existing footprint of RecycleWorks the plans would need to be redrawn to accommodate a new layout to support a permanent Concrete slab that could house the prefabricated building. Minimal exterior site improvements would be required as the RecycleWorks site is already surrounded by an 8-foot chain-link fence with two vehicle access gates and a paved parking area. The city currently has one full-time and two part-time staff members that operate and maintain the RecycleWorks operation. This SEP will fund and train one other part-time position to operate the HHW work. It is envisioned that the City would contract with a hazardous waste disposal company to collect, transport, and dispose of all waste streams collected under the HHW program in a way that ensures the facility continues to operate in compliance with state laws and regulations related to municipal household hazardous waste collection operations. Required changes to the full- and part-time staffing of the entire operation (RecycleWorks and HHW collection) would be evaluated to ensure sufficient resources are allocated and personnel assigned to facilitate sustained operation of the facility.

Need for the project in the community: There is no current option for residents seeking to dispose of household hazardous waste items other than through normal residential solid waste collections. There are also limited recycling options available within the city and the combined benefit of having both services available at one location is a critical step forward in improving and protecting the environment in Pueblo. The city has long sought opportunities to be able to expand its waste diversion programs to include the establishment of a HHW collection program. This project would allow that vision to become a reality and Pueblo citizens will reap the benefits for generations to come.

The Pueblo Department of Public Health and Environment (PDPHE) would assist with the integration of solid waste diversion programs for both the City of Pueblo and Pueblo County, provide education and outreach support for the expanded service offerings, and work with the city during the permitting, design, and implementation phase of the HHW project. PDPHE will also be a partner in sustaining the continued operation of the HHW program. The City of Pueblo will provide the property and daily labor to run the HHW collection.

The nearest household hazardous waste disposal/collection facility is in El Paso County, approximately 45 minutes north of the City of Pueblo, but the facility is only open to El Paso County residents. There are a few commercial hazardous waste disposal facilities in the area, but many do not accept residential waste streams and those that do are not generally cost-effective options for residents.

Since the SEP would be used to fund the permanent setting for HHW by using a prefabricated building, the construction effort would be limited because demolition and construction cost will not be required.

Project work plan

Please specify project activities or deliverables below, as well as completion dates associated with project milestones and reports. Status reports are required biannually for projects 1 year in duration or longer. For projects under one year, a status report is required approximately half way through the project. Add rows as needed.

Activities / Deliverables	Staff responsible	Due date
SEP Payment from Regulated Entity to Third Party SEP Administrator	Todd Ailes - Project Manager Bechtel National, Inc.	Within 30 days of the effective date of the Consent Order
Proposed implementation start date	City of Pueblo	March 1, 2023
Hire and train 0.5 FTE staff	City of Pueblo	Ongoing through 12/31/2025
Start bid process for HHW transportation vendor	City of Pueblo	March 1, 2023
Biannual status report due	City of Pueblo	May 1, 2023

Construct concrete slab (provide photos)	City of Pueblo	June 30, 2023
Procure Safety PPE, storage totes, etc.	City of Pueblo	June 30, 2023
Procure and install HHW Storage Building (Provide photos)	City of Pueblo	July 31,2023
Award Vendor for HHW transportation	City of Pueblo	July 31,2023
HHW Collection Start	City of Pueblo	August 31, 2023
Biannual status report due	City of Pueblo	November 1, 2023
Biannual status report due	City of Pueblo	May 1, 2024
Biannual status report due	City of Pueblo	November 1, 2024
Biannual status report due	City of Pueblo	May 1, 2025
Project completion date	City of Pueblo	December 31, 2025
SEP completion report due	City of Pueblo	December 31, 2025

Expected environmental and/or public health measures/results

When completed the updated RecycleWorks facility will integrate HHW collections services for County residents as well as City residents. This new addition will allow for items such as household cleaners, pesticides, fertilizers, automotive fluids, fluorescent light bulbs, paints,

batteries, and other common household waste items to be disposed of safely. When these items are improperly disposed of, they present serious risks to the environment and negatively impact the health and safety of residents. City and County residents currently have no reasonable options for disposing of these items other than through residential waste disposal methods which ultimately end up in the local landfill. PDPHE will track and report all HHW that is diverted by this new program.

Project budget

Complete the summary table below and itemize expenses according to the budget categories provided. Add lines as necessary. Documentation of all expenditures is required as part of the completion report.

Category	Description	SEP funds	Matching funds (if applicable)	Total cost
Personnel – salaries, wages (including rates and # of hrs.)	.5 FTE Staffing for HHW collection for normal operating hours. 1040 hours x 3yrs @ $17 per hr.	$53,040.00		$53,040.00
	40 HAZWOPER training	$500.00		$500.00
Materials and supplies	PPE Gloves, Boots, Eye Protection, P-100 Face mask, Chemical Spill Kit,	$1,000.00		$1,000.00
	Tote boxes for chemical separation	$1,000.00		$1,000.00
Equipment	Prefabricated 10x40 Chemical storage building (See Attachments B.1 and B.2)	$88,400.00		$88,400.00
Contractors / subcontractors	HHW vendor for pick up and disposal x 3yr contract	$205,000.00		$205,000.00
	Construction of 10x40 concrete pad for prefabricated building.	$11,500.00		$11,500.00
	Fire Alarm Panel Installation and System Commissioning	$9,000.00		$9,000.00
Other Direct Costs	Transportation of prefabricated building from California	$7,680.00		$7,680.00
	Large forklift rental to placement of prefabricated building	$1,760.00		$1,760.00
Totals:		$378,880.00		$378,880.00

Please note: *Any categorical changes exceeding 10% of the* ***total*** *budget require prior written approval from CDPHE through a SEP Modification.*

Budget discussion

The estimated project budget of $378,880 would provide set up and implementation for the first three years with the SEP. The City of Pueblo will provide additional funding and support required to continue program after the 3-year contract with the transportation hauler and staffing. PDPHE will continue to promote and educate all citizens of Pueblo County about proper HHW disposal.

Other relevant information

If the SEP is awarded to the City of Pueblo, The Pueblo Department of Public Health and Environment will transfer all funds to the City of Pueblo for the administration of the proposed project (Attachment C). SEP funds will be used to obtain the program resources and operate the household hazardous waste collection program as specified in the "Project Budget" section above. See Attachment A (City Letter) for additional information.

Photos or maps related to the project:

Reporting requirements

<u>Biannual status reports</u>

The SEP administrator will submit a biannual project status report to the department's SEP coordinator. Status reports will include, at a minimum, the following information and be submitted using the department's status report form:

- A description of activities completed to date;
- A budget summary table listing funds expended to date by budget category; and
- A discussion of any anticipated changes to the project scope or timeline.

SEP completion report

The SEP administrator will submit a SEP completion report to the department's SEP coordinator within 30 days of project completion and contain at a minimum:

- A detailed description of the project as implemented;
- A summary table identifying project deliverables and tasks along with the associated completion date;
- A description of any operating problems encountered and the solutions thereto;
- A full expense accounting including itemized costs, documented by copies of purchase orders, contracts, receipts or canceled checks;
- Certification and demonstration that the SEP has been fully implemented pursuant to the provisions of the settlement agreement and this SEP agreement;
- A description of the environmental and public health benefits resulting from implementation of the SEP along with **quantification** of the outcomes and benefits;

Additional information will include:

- Examples of brochures, educational or outreach materials developed or produced as part of the SEP; and
- Photographs documenting the project.

Third party SEP administrator conditions and requirements

Only qualified tax-exempt 501(c)(3) nonprofits or governmental organizations are eligible to serve as the SEP administrator. The SEP administrator agrees to the following SEP conditions and requirements:

I. Maintain the SEP funds paid by the regulated entity in an independent SEP account and draw funds from the account as-needed for the purposes outlined in this SEP agreement.

II. Communicate issues and concerns related to the SEP promptly to the department SEP coordinator.

III. If the SEP administrator elects to publicize the name of a violator in connection with the SEP either orally or in writing, the SEP administrator must also include the following statement: "*This project was undertaken in connection with the settlement of an enforcement action taken by the Colorado Department of Public Health and Environment for violations of environmental laws and regulations*".

IV. Complete the SEP as described in this SEP agreement

   a. Any changes to the approved project scope or timeline must receive prior written approval from the department.

   b. Budget reallocations of up to 10% of the total SEP payment amount may be made without prior authorization. Budget reallocations of over 10% must first receive written prior authorization from the department.

V. Complete the SEP within the time frame(s) indicated in this SEP agreement. If the SEP administrator is unable to meet the SEP agreement time frame(s) for the completion

of the SEP, the SEP administrator may request a deadline extension in writing from the department no later than 30 days prior to the deadline.

VI. In any of the following situations, all funds remaining in the SEP account shall be released to the department within 30 days of the department's written request:

   a. The SEP administrator fails to complete the project or submit the SEP completion report;

   b. The project has been fully implemented and there are still funds remaining in the SEP account; or

   c. The department terminates the SEP for failure of the third party SEP administrator to adhere to this SEP agreement.

VII. Make available, at the department's request, all records pertaining to the SEP.

   a. The SEP administrator shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the SEP or the delivery of services under the SEP agreement. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services.

   b. The SEP administrator authorizes the department to perform audits and/or inspections of its SEP records, at any reasonable time during the implementation of the project and for a period of one (1) year following the completion of the project.

Failure to adhere to any of the above conditions and requirements may result in the termination of the SEP and/or no further SEP referrals.

This section to be completed in the event of a SEP agreement only

Certification statement

I, Andrew E. Hayes, P.E., Director of Public Works, certify on behalf of City of Pueblo, that City of Pueblo is not required or has not previously committed to perform this project and agrees to the SEP conditions and requirements detailed in this document.

2023.01.30 07:29:10 -07'00'

Signed and dated

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

Department use only

This SEP has been reviewed and approved by the Colorado Department of Public Health and Environment.

Kevin Mackey Digitally signed by Kevin Mackey
Date: 2023.01.27 12:02:13 -07'00'

Signed and dated

Kevin Mackey, Hazardous Waste Permitting Unit Leader

Hazardous Materials and Waste Management Division

Colorado Department of Public Health and Environment

Elizabeth A. Scherer Digitally signed by Elizabeth A. Scherer
Date: 2023.01.27 08:57:01 -07'00'

Signed and dated

Elizabeth Scherer, Supplemental Environmental Projects Coordinator

Division of Environmental Health & Sustainability

Colorado Department of Public Health and Environment

Third-Party Liable Supplemental Environmental Project (SEP) Modification Request

Third Party Liable (Revised 6/16/2023)

Document is completed by the third-party SEP administrator.

The third-party SEP administrator submits the following SEP modification request to the Colorado Department of Public Health and Environment (the department) for consideration. If the modification is approved, it shall be signed by appropriate representatives of both the SEP administrator and the department and shall serve to modify the existing SEP agreement for the project at issue. All terms of the existing SEP agreement, not directly addressed through the amendment(s) below, remain in full force and effect.

Enforcement action information

Regulated entity name: The Pueblo Chemical Agent Destruction Pilot Plant (PCAPP)
Enforcement case no.: 22-05-10-01 & 22-05-10-02

Third party SEP administrator

Andrew Hayes, Director of Public Works
City of Pueblo
211 E. D Street
Pueblo, CO 81003
719-553-2295
ahayes@pueblo.us

Project title

Pueblo Household Hazardous Waste Year-Round Collection Facility

Basis for modification request

The City of Pueblo requests to modify the "Budget Discussion" section of the current SEP Agreement dated January 30, 2023 as indicated below. The modification is requested to add clarifying language such that the City cannot commit to a debt or multi-fiscal year obligation of future appropriations, and that this will not constitute a default or breach of the agreement. The modification also adjusts the due dates for project benchmarks, but does not extend the overall project completion date beyond the original deadline of 12/31/2025.

SEP agreement sections as modified

Project work plan

Please specify project activities or deliverables below, as well as completion dates associated with project milestones and reports. Status reports are required biannually for projects 1 year

in duration or longer. For projects under one year, a status report is required approximately half way through the project. Add rows as needed.

Activities / Deliverables	Staff responsible	Due date
SEP Payment from Regulated Entity to Third Party SEP Administrator	Todd Ailes - Project Manager Bechtel National, Inc.	Within 30 days of the effective date of the Consent Order
Proposed implementation start date	City of Pueblo	March 1, 2023
Hire and train 0.5 FTE staff	City of Pueblo	Ongoing through 12/31/2025
Start bid process for HHW transportation vendor	City of Pueblo	~~March 1, 2023~~ February 1, 2024
Biannual status report due	City of Pueblo	~~May 1, 2023~~ May 1, 2024
Construct concrete slab (provide photos)	City of Pueblo	~~June 30, 2023~~ March 1, 2024
Award Vendor for HHW transportation	City of Pueblo	April 1, 2024
Procure Safety PPE, storage totes, etc.	City of Pueblo	~~June 30, 2023~~ May 1, 2024
Procure and install HHW Storage Building (Provide photos)	City of Pueblo	~~July 31,2023~~ May 1, 2024
~~Award Vendor for HHW transportation~~	~~City of Pueblo~~	~~July 31,2023~~
HHW Collection Start	City of Pueblo	~~August 31, 2023~~ June 1, 2024

Biannual status report due	City of Pueblo	~~November 1, 2023~~ November 1, 2024
Biannual status report due	City of Pueblo	~~May 1, 2024~~ May 1, 2025
Biannual status report due	City of Pueblo	~~November 1, 2024~~ November 1, 2025
~~Biannual status report due~~	~~City of Pueblo~~	~~May 1, 2025~~
Project completion date	City of Pueblo	December 31, 2025
SEP completion report due	City of Pueblo	December 31, 2025

Budget Discussion

The estimated project budget of $378,880 would provide set up and implementation for the first three years with the SEP. PDPHE will continue to promote and educate all citizens of Pueblo County about proper HHW disposal. The City of Pueblo will provide additional funding and support required to continue program after the 3-year contract with the transportation hauler and staffing; provided, however, it is expressly recognized that any such additional funding shall not constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory or charter debt limitation. In the event the budget or other means of appropriations for any such year fails to provide any such additional funding, such failure shall not constitute a default or breach of this Agreement by the City.

This section to be completed in the event of an approved SEP modification only.

I, Andrew Hayes, Director of Public Works, certify on the behalf of the City of Pueblo that the City of Pueblo approved the above modifications to the SEP Agreement.

Signed and dated

Nicholas A. Gradisar, Mayor

City of Pueblo

Department use only

This SEP modification has been reviewed and approved by the Colorado Department of Public Health and Environment.

Signed and dated

Amy Williams, Hazardous Waste Permitting Unit Leader

Hazardous Materials and Waste Management Division

Colorado Department of Public Health and Environment

Elizabeth Scherer, Supplemental Environmental Projects Coordinator,

Division of Environmental Health & Sustainability

Colorado Department of Public Health and Environment

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 11, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE FINANCE DEPARTMENT FOR TRANSFER OF FUNDS TO BE BUDGETED, APPROPRIATED FROM 3020-53003 IN THE AMOUNT OF $10,000; 3020-56012 IN THE AMOUNT OF $25,000; AND 3020-56920 IN THE AMOUNT OF $15,000 TO BE MOVED INTO PROJECT CI2331 FOR THE PURCHASE OF EQUIPMENT

SUMMARY:

The Pueblo Fire Department is expanding and requires additional equipment for the expansion. This necessitates the transfer of funds from the operating budget into the expansion project.

PREVIOUS COUNCIL ACTION:

Approval of the Fire Departments expansion, Ordinance 9948.

BACKGROUND:

Population growth has created a need to expand fire services.

FINANCIAL IMPLICATIONS:

Cost of finance transferring the funds.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE FINANCE DEPARTMENT FOR TRANSFER OF FUNDS TO BE BUDGETED, APPROPRIATED FROM 3020-53003 IN THE AMOUNT OF $10,000; 3020-56012 IN THE AMOUNT OF $25,000; AND 3020-56920 IN THE AMOUNT OF $15,000 TO BE MOVED INTO PROJECT CI2331 FOR THE PURCHASE OF EQUIPMENT

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

SECTION 1.

The transfer of funds from the Fire Departments Operation Budget to the expansion project, having been approved as to form by the City Attorney, is hereby approved. The Finance Department is hereby authorized make said transfer from 3020-53003 in the amount of $10,000; 3020-56012 in the amount of $25,000; & 3020-56920 in the amount of $15,000 to be moved into Project CI2331.

SECTION 2.

Approval of the Ordinance will allow the Fire Department to purchase needed equipment necessary for their expansion of services.

SECTION 3.

The officers of the City are authorized to perform any and all acts consistent with the intent of this Ordinance in order to effectuate the policies and procedures described therein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 11, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE VACATING TWO SECTIONS OF TWO PUBLIC ACCESS, SIDEWALK, AND UTILITY EASEMENTS IN LOTS 1-3, BLOCK 3, PINION RIDGE COMMERCIAL SUBDIVISION

SUMMARY:

The applicant is requesting to vacate two sections of two public access, sidewalk, and utility easements in Lots 1-3, Block 3, Pinion Ridge Commercial Center Subdivision.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting a rearrangement of property boundaries, Case No. RPB-22-14.

BACKGROUND:

The applicant is proposing to vacate two 50 ft by 50 ft (2,500 sq ft) easements dedicated for sidewalk, utility, public access in Lots 1-3, Block 3, Pinion Ridge Commercial Center Subdivision, which was platted and recorded in 2009. The original speculative development consisted of three lots (totaling 3.7 acres) for commercial development; the southern access, sidewalk and utility easement provided a shared access between Lots 1 and 2. The northern access, sidewalk, and utility easement established access to Lot 3, just north of the lot line to ensure adequate spacing between the northern and southern accesses. The purpose of this vacation request is to facilitate a rearrangement of property boundaries to combine the three lots into two commercial lots for the development of a truck oil change facility and a restaurant. The two 2,500 sq ft easements are being vacated and will no longer be needed when the rearrangement of the properties is completed. Access, utilities, and other services will be available for the two commercial lots via Elizabeth for the northern lot. Elizabeth St. and Drew Dix Parkway will provide access for the southern lot. The applicant expects to submit a commercial site plan application for the vehicle maintenance facility and restaurant in the Spring of 2024.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their April 12, 2023, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

If City Council does not approve this Ordinance, the easements will remain and the property cannot be rearranged for development

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. V-23-01 Attachments

ORDINANCE NO.

AN ORDINANCE VACATING TWO SECTIONS OF TWO PUBLIC ACCESS, SIDEWALK, AND UTILITY EASEMENTS IN LOTS 1-3, BLOCK 3, PINION RIDGE COMMERCIAL SUBDIVISION

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

SECTION 1.

The following described street:

ALL OF LOTS 1-3, BLOCK 3, PINION RIDGE COMMERCIAL CENTER, RECORDED UNDER RECEPTION NUMBER 1795379 OF THE PUEBLO COUNTY, COLORADO RECORDS BEING WITHIN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 65 WEST, 6TH PRINCIPAL MERIDIAN, U.S. SURVEY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 3, PINION RIDGE COMMERCIAL CENTER; THENCE SOUTH 89°17'18" EAST 68.03 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ELIZABETH STREET; THENCE ALONG SAID WESTERLY RIGHT- OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1175.00 FEET, AN ARC LENGTH OF 584.07 FEET, A DELTA ANGLE OF 28°28'50", A CHORD BEARING OF SOUTH 12°58'24" EAST, AND A CHORD LENGTH OF 578.07 FEET; AND (2) SOUTH 01°16'01" WEST 191.27 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF DREW DIX PARKWAY; THENCE NORTH 88°43'49" WEST 286.22 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE NORTH 07°02'45" EAST 754.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 160,626 SQUARE FEET OR 3.687 ACRES.

is hereby vacated.

SECTION 2.

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

SECTION 3.

This Ordinance shall be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded within one (1) year after of this Ordinance, or within any extended period granted by Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

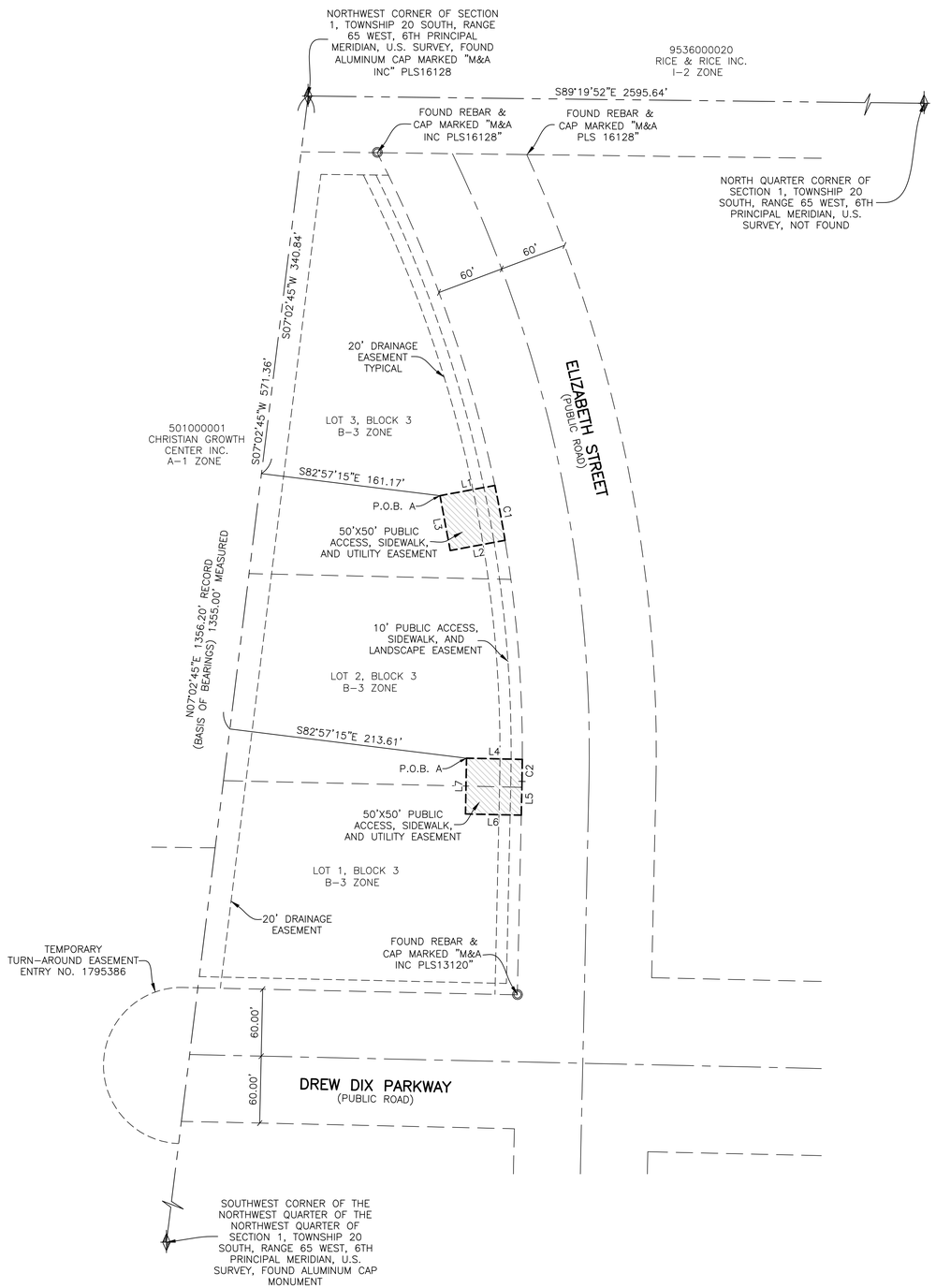
_____
President of City Council

ATTEST

_____
City Clerk

BLOCK 3, PINION RIDGE COMMERCIAL CENTER EASEMENT VACATION, V-23-01

PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 65 WEST, 6TH PRINCIPAL MERIDIAN, U.S. SURVEY
PUEBLO CITY, PUEBLO COUNTY, COLORADO
MARCH, 2023

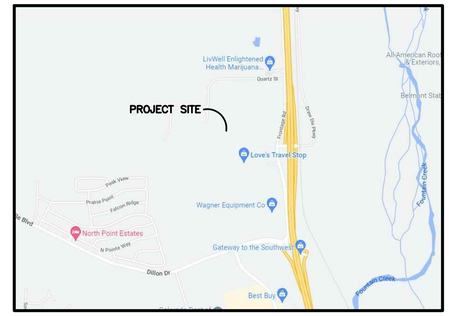


LEGEND

- = SECTION CORNER
- = FOUND AS NOTED
- = ROAD CENTERLINE
- = SECTION/MONUMENT LINE
- = EASEMENT LINE
- = ADJOINING PROPERTY/ EXISTING LOT LINE
- = EASEMENT VACATION

60 0 60 120 180

Scale: 1" = 60'



VICINITY MAP
NOT TO SCALE

EASEMENT VACATION DESCRIPTION

AN EASEMENT VACATION FOR 50'X50' PUBLIC ACCESS, SIDEWALK, AND UTILITY EASEMENTS LOCATED WITHIN LOTS 1-3, BLOCK 3, PINION RIDGE COMMERCIAL CENTER, RECORDED UNDER RECEPTION NUMBER 1795379 OF THE PUEBLO COUNTY, COLORADO RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 65 WEST, 6TH PRINCIPAL MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT BEING SOUTH 07°02'45" WEST 340.84 FEET ALONG THE SECTION LINE AND THE WESTERLY LINE OF PINION RIDGE COMMERCIAL CENTER AND SOUTH 82°57'15" EAST 161.17 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 1; THENCE NORTH 79°28'22" EAST 50.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ELIZABETH STREET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1175.00 FEET, AN ARC LENGTH OF 50.00 FEET, A DELTA ANGLE OF 02°26'18", A CHORD BEARING OF SOUTH 10°31'38" EAST, AND A CHORD LENGTH OF 50.00 FEET; THENCE SOUTH 79°28'22" WEST 50.00 FEET; THENCE NORTH 10°31'38" WEST 50.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2,509 SQUARE FEET OR 0.058 ACRES.

TOGETHER IWTH:

PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 65 WEST, 6TH PRINCIPAL MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT BEING SOUTH 07°02'45" WEST 571.36 FEET ALONG THE SECTION LINE AND THE WESTERLY LINE OF PINION RIDGE COMMERCIAL CENTER AND SOUTH 82°57'15" EAST 213.61 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 1; THENCE SOUTH 88°43'49" EAST 50.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ELIZABETH STREET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1175.00 FEET, AN ARC LENGTH OF 19.73 FEET, A DELTA ANGLE OF 00°57'44", A CHORD BEARING OF SOUTH 00°47'09" WEST, AND A CHORD LENGTH OF 19.73 FEET; AND (2) SOUTH 01°16'01" WEST 30.27 FEET; THENCE NORTH 88°43'49" WEST 50.00 FEET; THENCE NORTH 01°04'42" EAST 50.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2503 SQUARE FEET OR 0.057 ACRES.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N79°28'22"E	50.00'
L2	S79°28'22"W	50.00'
L3	N10°31'38"W	50.00'
L4	S88°43'49"E	50.00'
L5	S01°16'01"W	30.27'
L6	N88°43'49"W	50.00'
L7	N01°04'42"E	50.00'

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	1175.00'	50.00'	50.00'	25.01'	S10°31'38"E	2°26'18"
C2	1175.00'	19.73'	19.73'	9.87'	S00°47'09"W	0°57'44"

RESERVATIONS: NONE

PURPOSE: VACATION

PREPARED UNDER MY SUPERVISION.

DATE OF SURVEY: 9-7-2022
DATE SIGNED:
TREVOR J. HATCH, P.L.S.
COLORADO NUMBER: 0038616

COLORADO LICENSED TREVOR J. HATCH 0038616 PROFESSIONAL LAND SURVEYOR

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST, RIVERDALE, UTAH, 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS

DATE	DESCRIPTION

EASEMENT VACATION
PART OF THE NW QUARTER OF SECTION 1, T.20S., R.65W., 6TH PRINCIPAL MERIDIAN, U.S. SURVEY
PUEBLO CITY, PUEBLO COUNTY, COLORADO

LV PETROLEUM LLC

Project Info.
Surveyor: T. HATCH
Designer: N. ANDERSON
Begin Date: 2-8-2023
Name: PUEBLO CITY VACATION
Scale: 1"=60'
Checked:
Number: 7950-14

Sheet 1 of 1 Sheets

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, April 12, 2023 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:
https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09

Join Zoom Meeting by phone:
+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
Online and phone Meeting ID and Password:
Meeting ID: 927 1786 7722
Passcode: 195462

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

MEETING CALLED TO ORDER

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

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

Commissioners Absent: *None*

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

APPROVAL OF THE AGENDA: Bailey moved to approve the April 12, 2023, agenda with the following amendments, continue cases # Z-22-20, S-22-14, and SAP 23-01 to the May 10, 2023, agenda, motion was seconded by Spinuzzi. Motion passed 7-0.

4. V-23-01 Vacation: Pinion Ridge Commercial Center Subdivision Filing #1, Block 3 Easement Vacation of two 50 ft by 50 ft sections of sidewalk, public access, and utility easements along the western side of Elizabeth Street. Staff report by Wade Broadhead, Sr. Planner.

Beritt Odom provided Staff Report.

Public Hearing: Applicant Guy Madmen (via Z00M) was sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey motioned to recommend application, seconded by Aznar.

Motion Passed: 7-0

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-23-01 Pinion Ridge Vacation

DATE: November 16, 2023

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

V-23-01

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Wade Broadhead, Sr. Planner
THROUGH:	Scott Hobson, Acting Planning and Community Development Director
DATE:	April 12, 2023
SUBJECT:	Vacation of two sections of access, sidewalk, and utility easements in Lots 1-3, Block 3, Pinion Ridge Commercial Center Subdivision
APPLICANT:	Guy Madmen, LV Petroleum, LLC
OWNER:	Guy Madmen
LOCATION:	Generally located northwest intersection of Elizabeth Street and Drew Dix Parkway
CONCURRENT REQUESTS:	RPB-22-14, Rearrangement of property boundaries

Request:

- Vacation of two sections of two public access, sidewalk, and utility easements in Lots 1-3, Block 3, Pinion Ridge Commercial Center Subdivision

Staff review and findings:

The applicant is proposing to vacate two 50 ft by 50 ft (2,500 sq ft) easements dedicated for sidewalk, utility, public access in Lots 1-3, Block 3, Pinion Ridge Commercial Center Subdivision, which was platted and recorded in 2009. The original speculative development consisted of three lots (totaling 3.7 acres) for commercial development; the southern access, sidewalk and utility easement provided a shared access between Lots 1 and 2. The northern access, sidewalk, and utility easement established access to Lot 3, just north of the lot line to ensure adequate spacing between the northern and southern accesses. The purpose of this vacation request is to facilitate a rearrangement of property boundaries to combine the three lots into two commercial lots for the development of a truck oil change facility and a restaurant.

The two 2,500 sq ft easements are being vacated and will no longer be needed when the rearrangement of the properties is completed. Access, utilities, and other services will be available for the two commercial lots via Elizabeth for the northern lot. Elizabeth St. and Drew Dix Parkway will provide access for the southern lot. The applicant expects to submit a commercial site plan application for the vehicle maintenance facility and restaurant in the Spring of 2023.

Applicable Regulations:

Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

Recommended Action:

The Subdivision Review Committee recommends that the Easement Vacation be recommended to City Council for APPROVAL with standard conditions.

PUBLIC WORKS AND ENGINEERING COMMENTS

- None

WASTEWATER

- **None**

STORMWATER

- None

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

- None

TRANSPORTATION COMMENTS

- None

PARKS AND RECREATION COMMENTS

- None

REGIONAL BUILDING COMMENTS

- None

BOARD OF WATER WORKS COMMENTS

- None

COLORADO DEPARTMENT OF TRANSPORTATION COMMENTS

- None

COMCAST COMMENTS

- None

EXCEL ENERGY COMMENTS

- None

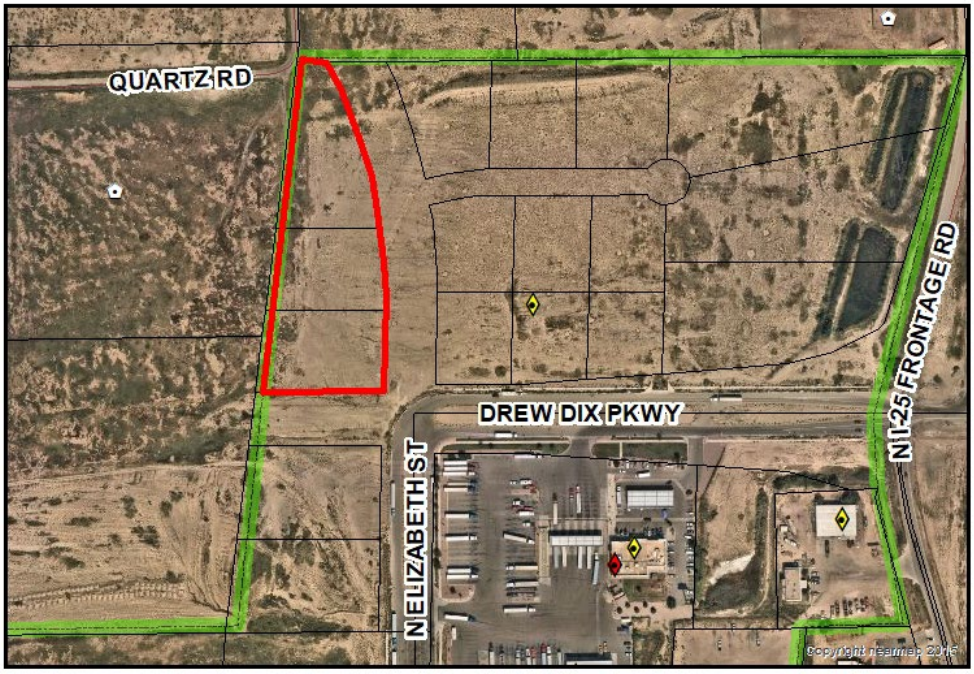
QWEST COMMENTS

- None

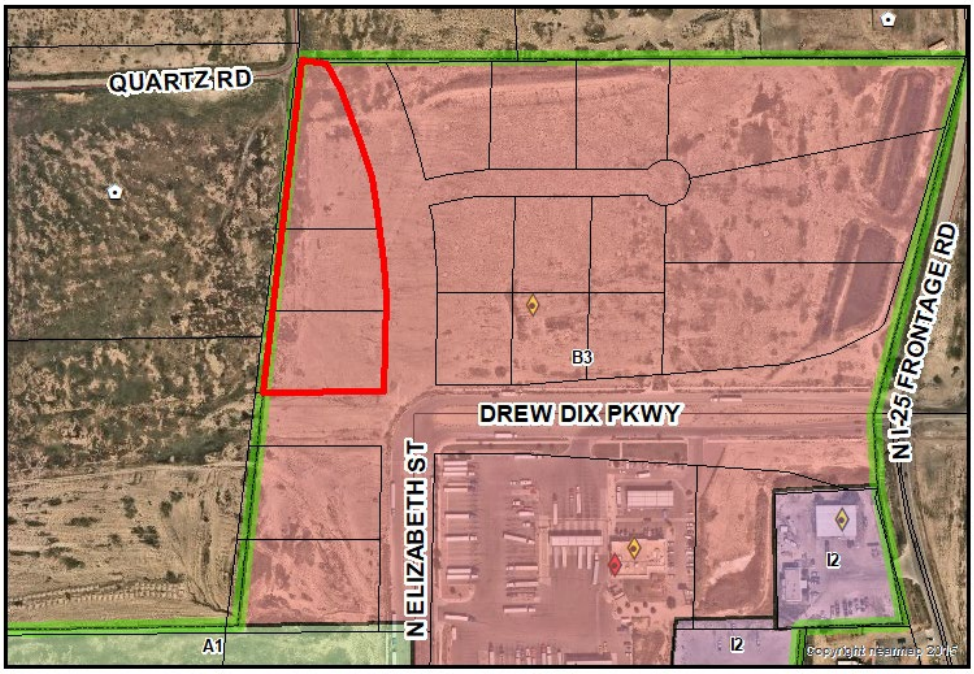
ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Site Photographs
D. Vacation Plat and Original Pinion Ridge Commercial Center Plat 2009
E. Vacation Application
F. SRC Memo dated April 5, 2023

ATTACHMENTS A and B:



A. Aerial Photograph



B. Zoning Map

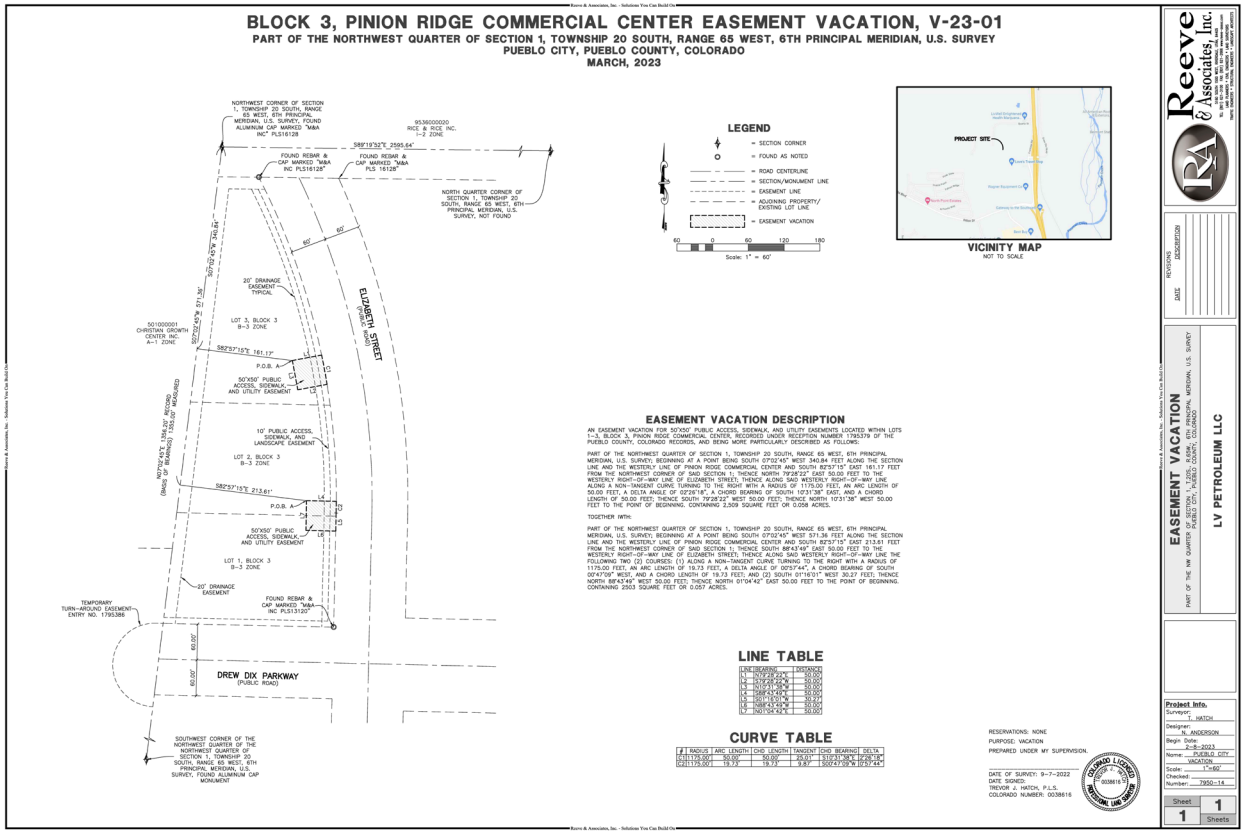
Attachment C. Site Photos

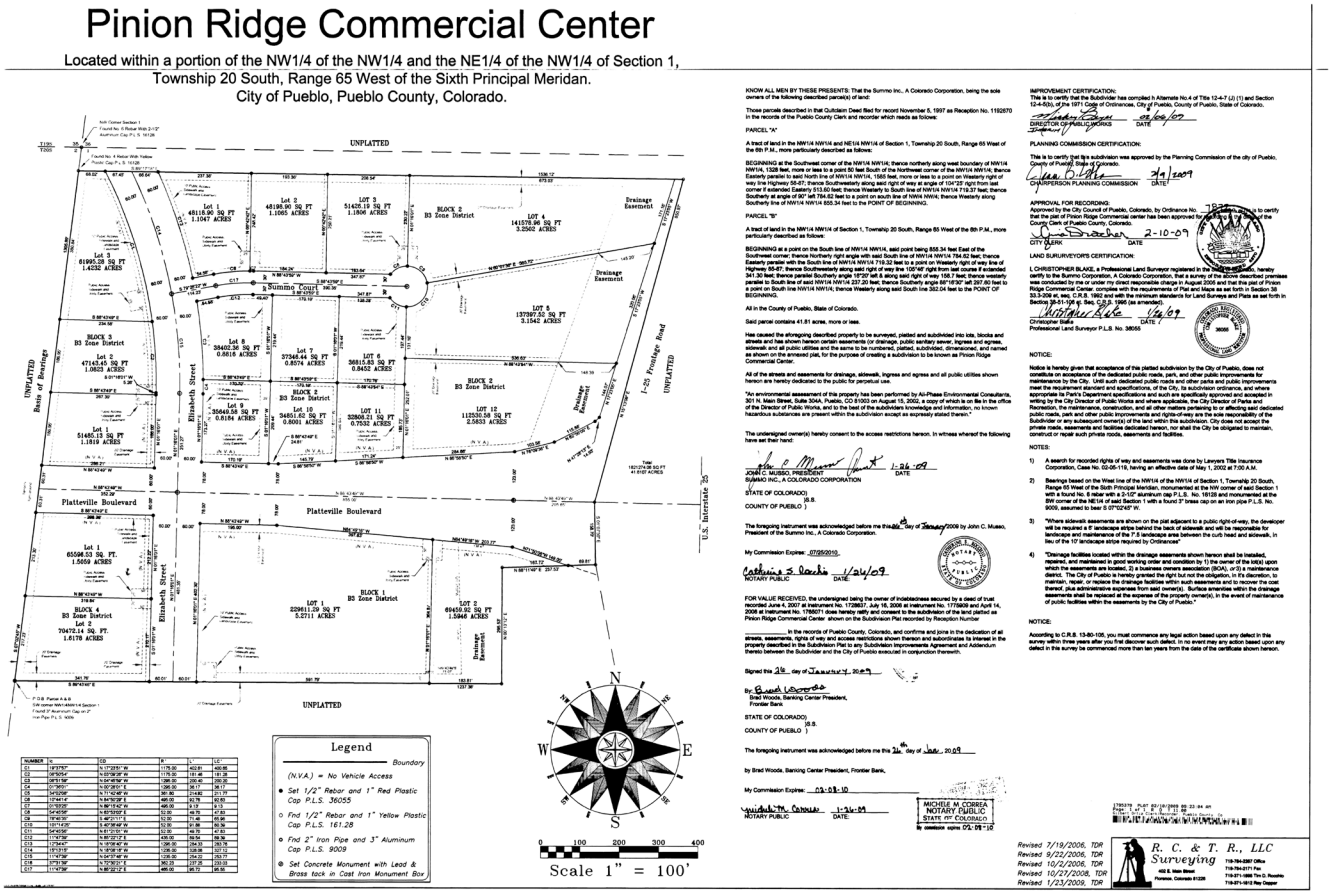
Proof of posting

Overview of the site

Overview of the site looking Southeast

Attachment D: Proposed Vacation Plat and Original Subdivision Plat





Original Pinion Ridge Commercial Center Plat 2009

Attachment E: Vacation Application

city of PUEBLO colorado

Planning & Community Development

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

Planning & Zoning Application

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

Contact Info

Property Owner		**Applicant**	
Name: Guy Madmen		Name: Guy Madmen	
Company LV Petroleum, LLC		Company: LV Petroleum, LLC	
Address: 4495 West Hacienda Ave #7A, Las Vegas, NV	Zip: 89118	Address: 4495 West Hacienda Ave #7a, Las Vegas, NV	Zip: 89118
Phone: (702) 683-8008		Phone: (702) 683-8008	
Email: guy@lvpetroleum.net		Email: guy@lvpetroleum.net	
Engineer		**Surveyor**	
Name: J. Nathan Reeve		Name: Trevor Hatch	
Company: Reeve & Associates, Inc		Company: Reeve and Associates	
Address: 5160 S 1500 W Riverdale, UT	Zip: 84405	Address: 5160 S 1500 W Riverdale, UT	Zip: 84405
Phone: (801) 621-3100		Phone: (801) 621-3100	
Email: nate@reeve.co		Email: nate@reeve.co	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: (address or general description) Dix Drew Parkway and Elizabeth Street Lots 1 through 3 Block 2 Pinion Ridge Commercial Center

Parcel No(s): 501010001, 501010002, 501010003

Existing Zone: B-3 | Proposed Zone (if applicable): N/A

PUD Name (if applicable): N/A

Project Scope

Project Name:

- ☐ Rearrangement of Property Boundaries:
  - # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____sf
  - ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☐ Subdivision: # of lots: _____ Total acres: _____
- ☐ Text Amendment
- ☒ Vacation: ○ Street ○ Alley ⊗ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

5/2020

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:
Proposed vacation of 2 existing easements. The proposed vacation will run concurrently with the combination of Lots 1, 2, and 3 of block 2. Due to the combining of lots the current location of the easements will need to be relocated.

What is the total acreage included in the project? 3.68

What is the proposed use of the property?

☒ Commercial ☐ Multi-family ☐ Residential ☐ Industrial ☐ Other

Are there any other pending or recently approved Land Use applications regarding this property? ☐ Yes ☐ No

If yes, please list:

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

- ☐ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
- ☐ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- ☐ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

Terms

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

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

Signatures

Property Owner

Print Name:	Guy Madmen	
Signature:	Guy Madmen	Date: 02/09/2023

Applicant, if different from Property Owner

Print Name:		
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

5/2020

G. SRC Memo Dated April 5, 20223

Andrew Hayes
Director Public Works
Director
Transportation Department
Steven Meier
Director Parks & Recreation

city of PUEBLO colorado
Subdivision Review Committee

Scott Hobson
Acting Director Planning & Community Development
Executive Secretary of Planning & Zoning Commission

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: April 5, 2023

Subject: V-23-01 Pinion Ridge Commercial Center Subdivision, Block 3, Easement Vacation

---

V-23-01 Pinion Ridge Commercial Center Subdivision, Block 3, Sidewalk, Utility, and Public Access Easement Vacation:

The subdivision review committee recommends that the Planning and Zoning commission recommend to City Council approval of the vacation request with no conditions:

Narch 27, 2023

The City Planning and Zoning Commission will hold a public hearing on a request from **the City of Pueblo** for the approval of the following application(s) generally located northwest of Drew Dix Parkway and Elizabeth Street.

V-23-01 Easement Vacation Block 3, Pinion Ridge Commercial Center Subdivision Filing No. 1: Vacation of two 50 x 50 sections of sidewalk, public access, and utility easements along the western side of Elizabeth Street.

The Planning and Zoning Commission meeting will be held on April 12, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Wade Broadhead**, Sr. Planner
(719) 553-2380

March 27, 2023

The City Planning and Zoning Commission will hold a public hearing on a request from **the City of Pueblo** for the approval of the following application(s) generally located northwest of Drew Dix Parkway and Elizabeth Street.

V-23-01 Easement Vacation Block 3, Pinion Ridge Commercial Center Subdivision Filing No. 1: Vacation of two 50 x 50 sections of sidewalk, public access, and utility easements along the western side of Elizabeth Street.

The Planning and Zoning Commission meeting will be held on April 12, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Wade Broadhead**, Sr. Planner
(719) 553-2380

March 27, 2023

The City Planning and Zoning Commission will hold a public hearing on a request from **the City of Pueblo** for the approval of the following application(s) generally located northwest of Drew Dix Parkway and Elizabeth Street.

V-23-01 Easement Vacation Block 3, Pinion Ridge Commercial Center Subdivision Filing No. 1: Vacation of two 50 x 50 sections of sidewalk, public access, and utility easements along the western side of Elizabeth Street.

The Planning and Zoning Commission meeting will be held on April 12, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Wade Broadhead**, Sr. Planner
(719) 553-2380

March 27, 2023

The City Planning and Zoning Commission will hold a public hearing on a request from **the City of Pueblo** for the approval of the following application(s) generally located northwest of Drew Dix Parkway and Elizabeth Street.

V-23-01 Easement Vacation Block 3, Pinion Ridge Commercial Center Subdivision Filing No. 1: Vacation of two 50 x 50 sections of sidewalk, public access, and utility easements along the western side of Elizabeth Street.

The Planning and Zoning Commission meeting will be held on April 12, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Wade Broadhead**, Sr. Planner
(719) 553-2380

CASE NUMBER: V-23-01

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Easement Vacation Block 3, Pinion Ridge Commercial Center Subdivision to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the vacation is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

March 27, 2023
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Easement Vacation, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

March 27, 2023

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

Owner	OwnerStree	OwnerCity	Own	OwnerZip
LOVES TRAVEL STOPS AND COUNTRY STOR + C/O RYAN LLC / BANK OF AMERICAN CENTER	15 W 6TH ST STE 2400	TULSA	OK	74119-5417
CHRISTIAN GROWTH CENTER INC	1908 N HUDSON AVE	PUEBLO	CO	81001-2531
LV PETROLEUM LLC	4425 W SUNSET RD	LAS VEGAS	NV	89118-4321
RICE + RICE INC	6920 S CIMARRON RD ST	LAS VEGAS	NV	89113-2135
CORTESE PROPERTIES LLC	8150 RICE LN	FOUNTAIN	CO	80817-2606
TEBO PINYON LLC	PO BOX 14	PUEBLO	CO	81002-0014

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 11, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE VACATING THE DRAINAGE AND DETENTION EASEMENT IN LOT 1, BLOCK 2, SKYVIEW SUBDIVISION

SUMMARY:

The applicant is requesting to vacate the drainage and detention easement in lot 1, block 2, Skyview Subdivision.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting a multifamily residential commercial review located at 5111 Ridge Drive.

BACKGROUND:

Two stormwater drain easements are proposed to be vacated in the 16.12-acre commercial lot within Lot 1, Block 2, Skyview Subdivision. The first easement is a 1.89-acre storm drain detention easement which was platted for a detention basin. The second easement is a 30 ft wide by 622.60 ft long drainage easement containing approximately 0.43 acres extending from the northeast part of the detention easement to the north boundary of the property. The purpose of these vacations are to facilitate the development of a 224-unit multifamily residential development. The current drainage easements bisect the property running north and south, limiting the developable area of the lot. New stormwater detention and conveyance easements will be dedicated by separate instrument to the City, approved by the Stormwater Department, prior to the approval of any building permits on the property.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their November 8, 2023, Regular Meeting,

voted 6-0 to recommend approval, Commissioner Martinez absent.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

If City Council does not approve this Ordinance, the easement will remain and will impede development of the site.

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. V-23-06 Attachments

ORDINANCE NO.

AN ORDINANCE VACATING THE DRAINAGE AND DETENTION EASEMENT IN LOT 1, BLOCK 2, SKYVIEW SUBDIVISION

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

SECTION 1.

The following described street:

To vacate certain easements within Lot 1, Block 2, Skyview Subdivision, according to the recorded plat thereof, filed for record November 5, 1980, in Book 2049 at Page 905, as Reception No. 649798 in the records of the Pueblo County Clerk and Recorder, located within a portion of the N 1/2 of Section 12, Township 20 South, Range 65 West of the Sixth Principal Meridian, being more particularly described as follows:
All of the 30 foot wide Drainage Easement Only within said Lot 1, Block 2, Skyview Subdivision.
Said Vacated Drainage Easement Only contains 0.43± acres, 18678± s.f.

AND

All of the Storm Drain Detention Easement within said Lot 1, Block 2, Skyview Subdivision.
Said Vacated Storm Water Detention Easement contains 1.89± acres, 82512± s.f.

are hereby vacated.

SECTION 2.

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

SECTION 3.

This Ordinance shall be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded within one (1) year after of this Ordinance, or within any extended period granted by Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

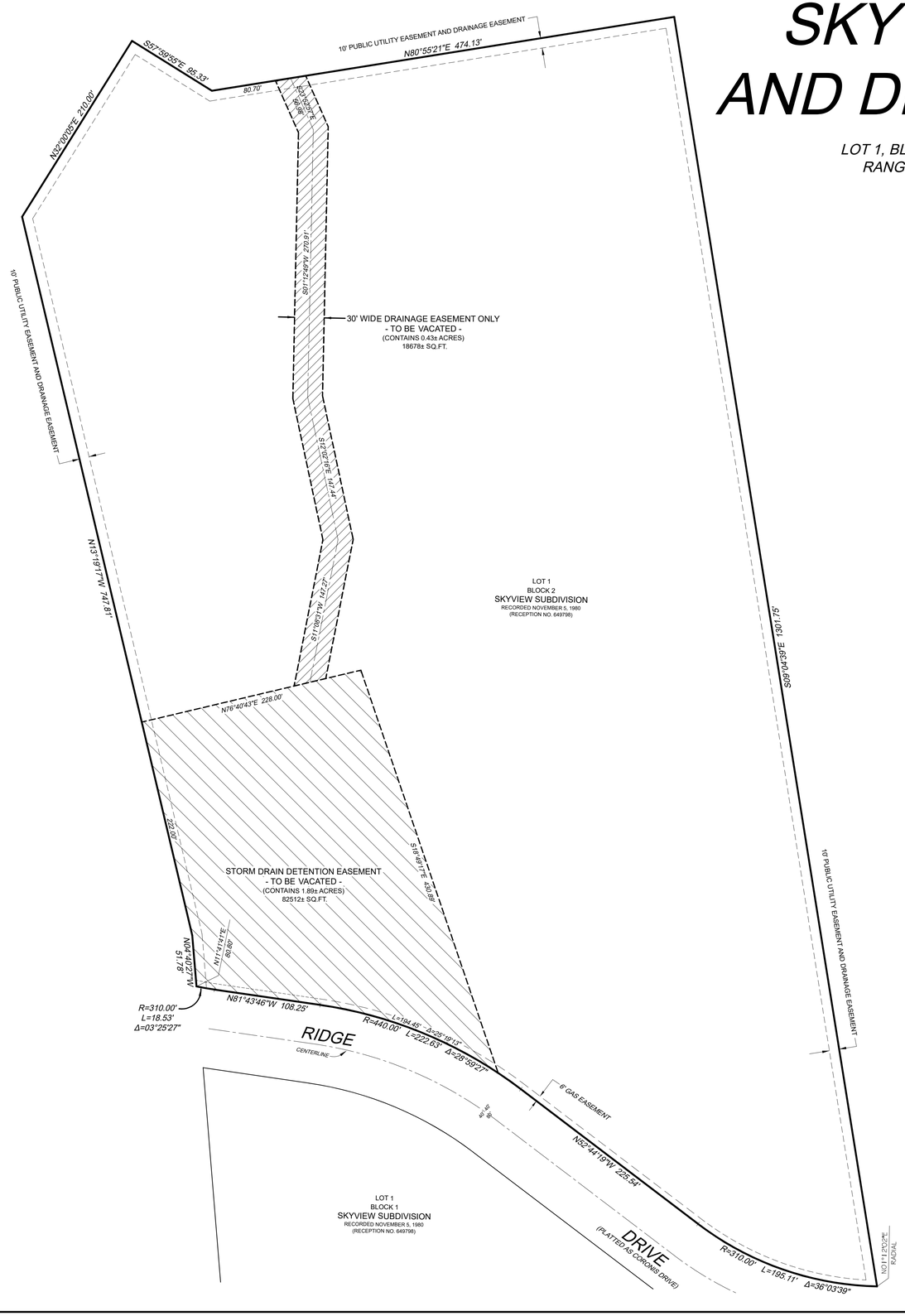
_____
President of City Council

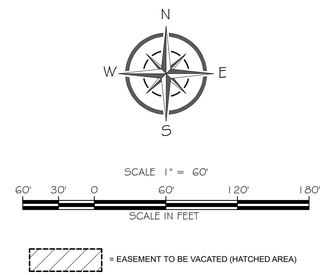
ATTEST

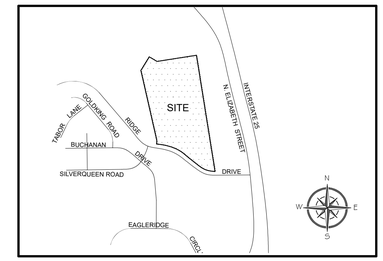
_____
City Clerk

SKYVIEW SUBDIVISION, DRAINAGE AND DETENTION EASEMENT VACATION

LOT 1, BLOCK 2, SKYVIEW SUBDIVISION, LOCATED WITHIN A PORTION OF THE N 1/2 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.







VICINITY MAP

Pueblo, Colorado
October 13, 2015

DESCRIPTION TO BE VACATED:

To vacate certain easements within Lot 1, Block 2, Skyview Subdivision, according to the recorded plat thereof, filed for record November 5, 1980, in Book 2049 at Page 905, as Reception No. 649798 in the records of the Pueblo County Clerk and Recorder, located within a portion of the N 1/2 of Section 12, Township 20 South, Range 65 West of the Sixth Principal Meridian, being more particularly described as follows:

All of the 30 foot wide Drainage Easement Only within said Lot 1, Block 2, Skyview Subdivision.

Said Vacated Drainage Easement Only contains 0.43± acres, 18678± s.f.

AND

All of the Storm Drain Detention Easement within said Lot 1, Block 2, Skyview Subdivision.

Said Vacated Storm Water Detention Easement contains 1.89± acres, 82512± s.f.

RESERVATIONS: None

PURPOSE:

STORM DRAIN DETENTION EASEMENT:
This drainage easement was established based on preliminary storm detention design calculations as outlined in the Skyview Subdivision Engineering Report dated September 1980. With final drainage and site design, completed in 2023, a new drainage easement will be proposed to contain the detention pond required for the site, and therefore the existing storm drain detention easement needs to be vacated.

30' DRAINAGE EASEMENT ONLY:
This drainage easement was established based on preliminary storm design calculations as outlined in the Skyview Subdivision Engineering Report dated September 1980. Within the report, a calculated 76 acres of land was contributing runoff to the Skyview site, from the north, and an easement was established to route it through the site. The Final Drainage Report for Pueblo Crossing Filing I, completed January 2004, showed that the area north of the Skyview Subdivision drained to the east and not onto the Skyview Subdivision site. A topographic survey that was completed in December 2022 confirmed this to be true, of which the City of Pueblo agreed, and therefore the drainage easement is no longer needed and needs to be vacated.

SURVEYORS CERTIFICATION:

I, NATHANIEL J. MAESTAS, a Professional Land Surveyor registered in the State of Colorado, hereby certify that this plat of Skyview Subdivision, Drainage and Detention Easement Vacation is not based upon an actual field survey conducted by me or under by direct responsible charge, but was prepared using information shown on the recorded plat of Skyview Subdivision, according to the recorded plat thereof, filed for record November 5, 1980, in Book 2049 at Page 905, as Reception No. 649798 in the records of the Pueblo County Clerk and Recorder.

NATHANIEL J. MAESTAS
PROFESSIONAL LAND SURVEYOR NO. 38160

DATE

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	11-9-23	CITY COMMENTS /BERITT ODOM 11-9-23	NJM

SHEET: 1 OF 1
DATE: 7-27-2023
SCALE: 1" = 60'

PROJECT: BLD GROUP
DESCRIPTION: EASEMENT VAC V-**-** (L-1, B2, SKYVIEW)
FIELD:
DRAWN: RMS
CHECKED: NJM
JOB NUMBER: 2023-271
FILE NAME: 2023-271 ESMT VAC.MAP
REF. JOB NO. 2022-042

Cardinal Points Surveying Inc.
4776 Eagleridge Circle, Suite 150
Pueblo, Colorado 81006
(719) 253-0874 (719) 253-0878 fax

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, November 8, 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*:* Alexandra Aznar, Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Lisa Bailey, Christopher Pasternak.

Commissioners Absent: Sarah Martinez

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, Jay-Michael Baker, Planner, Cindy Capritta, Land Use Tech.

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to move item V-23-06 before item Z-23-09 and approve the November 8, 2023, agenda as amended, seconded by Spinuzzi.

Motion Passed: 6-0.

Public Hearing:

2. V-23-06 512201002 – Easement Vacation Skyview Subdivision. Proposed Drainage and Detention Easement Vacation in Lot 1, Block 2, Skyview Subdivision. Staff report by Jay-Michael Baker, Planner.

Hearing: Applicant, Alex Sten was sworn in and spoke in favor of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend approval of the application to City Council, once the three staff conditions are satisfied; seconded by Aznar.

Motion Passed: 6-0.

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-23-06 Skyview Subdivision Easement Vacation

DATE: November 16, 2023

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

V-23-06

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Jay-Michael Baker, Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	September 26, 2023
SUBJECT:	DRAINAGE AND DETENTION EASEMENT VACATION IN LOT 1, BLOCK 2, SKYVIEW SUBDIVISION
APPLICANT:	Pueblo Land Holdings, LLC
OWNER:	Pueblo Land Holdings, LLC
LOCATION:	Generally located west of North Elizabeth and north of Ridge Drive western extension.
CONCURRENT REQUESTS:	C-23-10, 5111 Ridge Drive Multifamily Residential Commercial Review

Request:
Vacation of the Drainage and Detention Easement in Lot 1, Block 2, Skyview Subdivision.

BACKGROUND AND ANALYSIS:

The 1.89-acre Storm Drain Detention Easement that is proposed to be vacated, is part of a 16.12 acre commercial lot within Lot 1, Block 2, Skyview Subdivision. In addition, a 30 ft wide Drainage Easement is proposed to be vacated from the northeast part of the detention to the north edge of the property. The drainage easement contains an approximate total of 0.43 acres. The purpose of the vacation is to facilitate development of a 224-unit multifamily residential development. The current Drainage Easement bisects the property running north and south, limiting the developable area of the lot. There will be a separate Detention Easement that will also limit the developable area.

Applicable Regulations:

Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

Recommended Action:

The Subdivision Review Committee the Easement Vacation be recommended to City Council for approval once the following conditions have been satisfied:

1. Amend the vacation plat title to read, "Skyview Subdivision, Drainage and Detention Easement Vacation."

2. Provide a legal description for the drainage and easement vacation in a Word Document format.
3. New Drainage and Detention Easements that will be vacated must be approved by the Stormwater Department prior to City Council review of the proposed easement vacation.

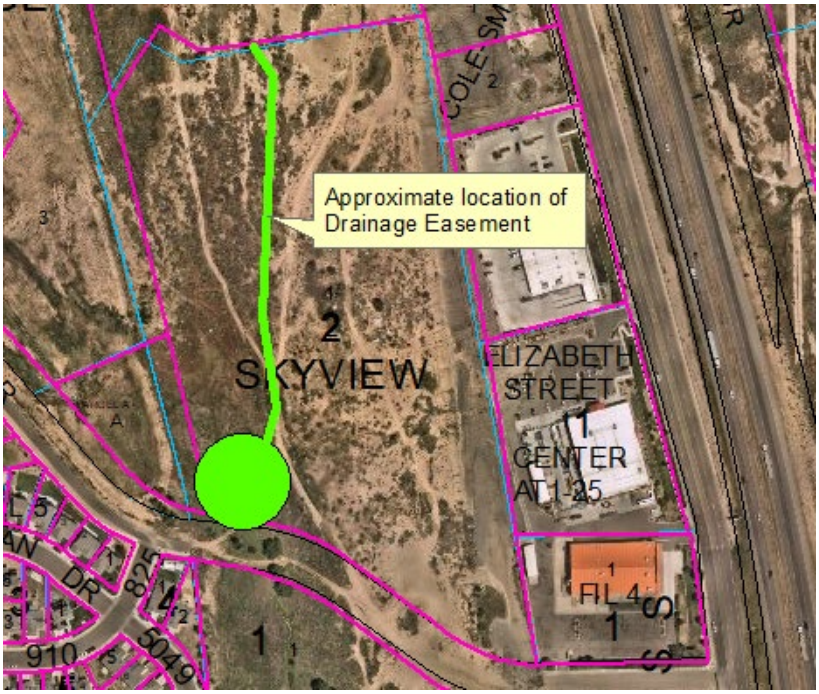
REFERRAL AGENCIES AND COMMENTS:

- 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

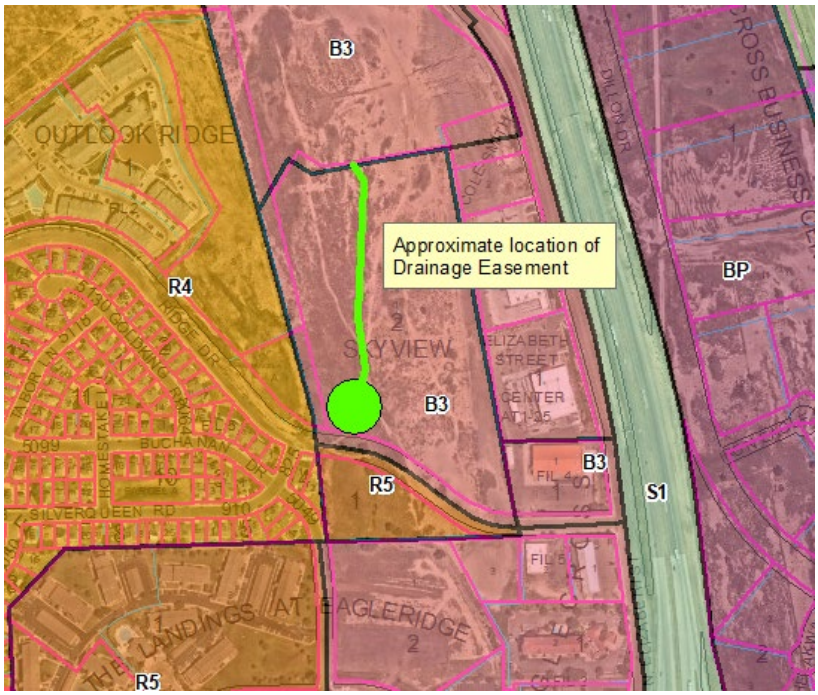
ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Site Photographs
D. Vacation Plat

ATTACHMENTS:



A. Aerial Photograph



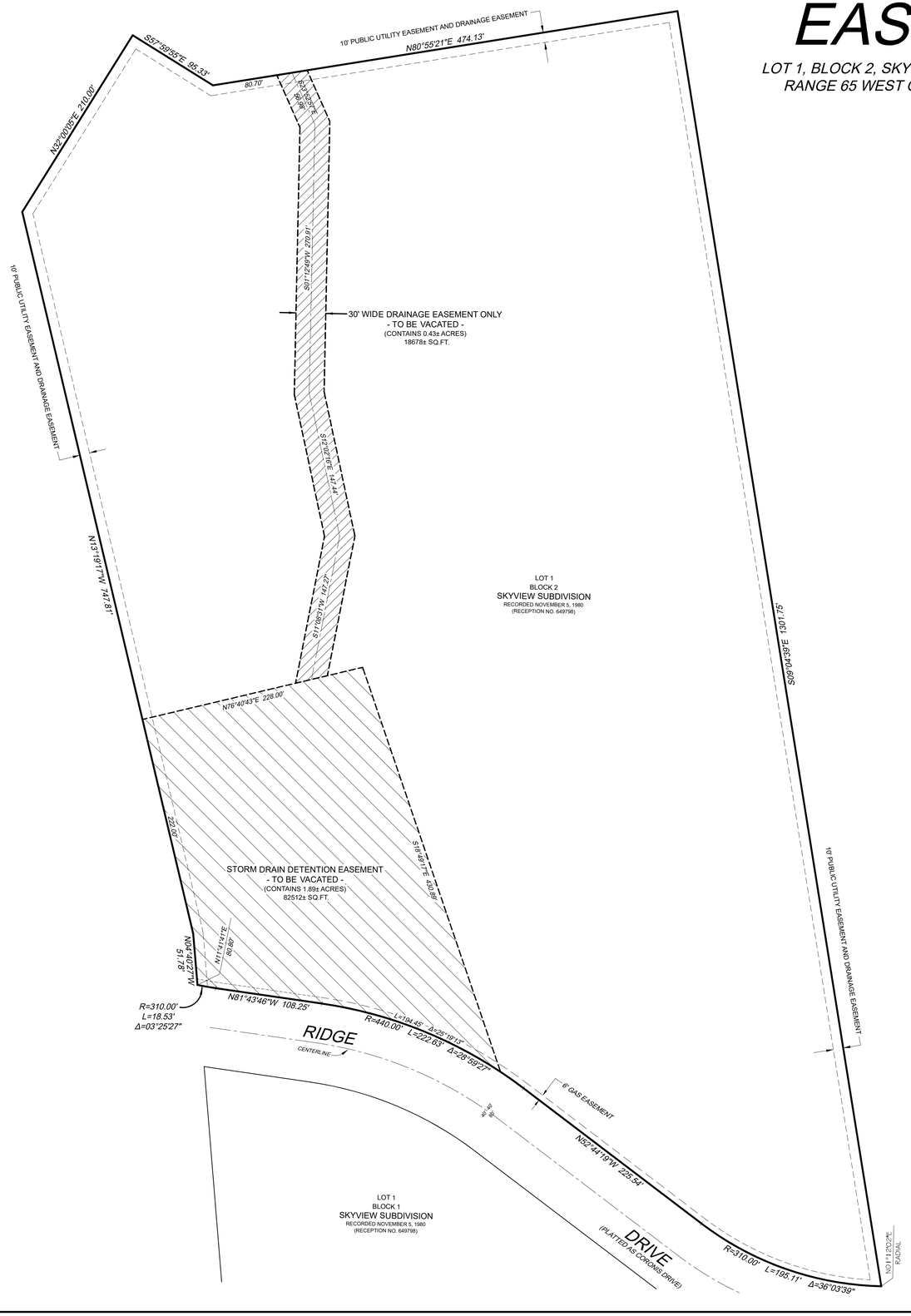
B. Zoning Map

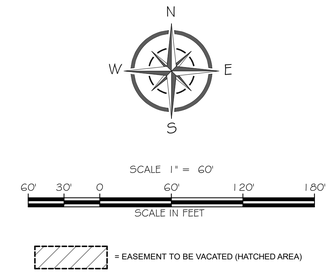
D. Site Photos-Public Notice

D. View of parcel that contains the easement, looking north from Ridge Dr.

EASEMENT VACATION V-**-**

LOT 1, BLOCK 2, SKYVIEW SUBDIVISION, LOCATED WITHIN A PORTION OF THE N 1/2 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.





Pueblo, Colorado
October 13, 2015

DESCRIPTION TO BE VACATED:

To vacate certain easements within Lot 1, Block 2, Skyview Subdivision, according to the recorded plat thereof, filed for record November 5, 1980, in Book 2049 at Page 905, as Reception No. 649798 in the records of the Pueblo County Clerk and Recorder, located within a portion of the N 1/2 of Section 12, Township 20 South, Range 65 West of the Sixth Principal Meridian, being more particularly described as follows:

All of the 30 foot wide Drainage Easement Only within said Lot 1, Block 2, Skyview Subdivision.

Said Vacated Drainage Easement Only contains 0.43± acres, 18678± s.f.

AND

All of the Storm Drain Detention Easement within said Lot 1, Block 2, Skyview Subdivision.

Said Vacated Storm Water Detention Easement contains 1.89± acres, 82512± s.f.

RESERVATIONS: None

PURPOSE:

STORM DRAIN DETENTION EASEMENT:
This drainage easement was established based on preliminary storm detention design calculations as outlined in the Skyview Subdivision Engineering Report dated September 1980. With final drainage and site design, completed in 2023, a new drainage easement will be proposed to contain the detention pond required for the site, and therefore the existing storm drain detention easement needs to be vacated.

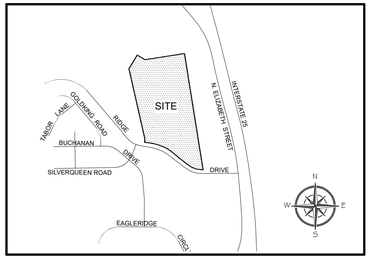
30' DRAINAGE EASEMENT ONLY:
This drainage easement was established based on preliminary storm design calculations as outlined in the Skyview Subdivision Engineering Report dated September 1980. Within the report, a calculated 76 acres of land was contributing runoff to the Skyview site, from the north, and an easement was established to route it through the site. The Final Drainage Report for Pueblo Crossing Filing I, completed January 2004, showed that the area north of the Skyview Subdivision drained to the east and not onto the Skyview Subdivision site. A topographic survey that was completed in December 2022 confirmed this to be true, of which the City of Pueblo agreed, and therefore the drainage easement is no longer needed and needs to be vacated.

SURVEYORS CERTIFICATION:

I, NATHANIEL J. MAESTAS, a Professional Land Surveyor registered in the State of Colorado, hereby certify that this plat of Easement Vacation V-XX-XX is not based upon an actual field survey conducted by me or under by direct responsible charge, but was prepared using information shown on the recorded plat of Skyview Subdivisin, according to the recorded plat thereof, filed for record November 5, 1980, in Book 2049 at Page 905, as Reception No. 649798 in the records of the Pueblo County Clerk and Recorder.

NATHANIEL J. MAESTAS
PROFESSIONAL LAND SURVEYOR NO. 38160

DATE



VICINITY MAP

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:

SHEET: 1 OF 1
DATE: 7-27-2023
SCALE: 1" = 60'

PROJECT: BLD GROUP
DESCRIPTION: EASEMENT VAC V-**-** (L-1, B2, SKYVIEW)

FIELD:
DRAWN: RMS
CHECKED: NJM

JOB NUMBER: 2023-271
FILE NAME: 2023-271 ESMT VAC MAP
REF. JOB NO. 2022-042

Cardinal Points
Surveying Inc.
(719) 253-0874 (719) 253-0878 fax
4776 Eagleridge Circle, Suite 150
Pueblo, Colorado 81008

September 26, 2023

The City Planning and Zoning Commission will hold a public hearing on requests from **Pueblo Land Holdings, LLC** for the approval of the following application(s) generally located west of North Elizabeth and north of Ridge Drive western extension.

V-23-06 Vacation: Drainage and Detention Easement Vacation in Lot 1, Block 2, Skyview Subdivision. Staff report by Jay-Michael Baker, Planner.

The Planning and Zoning Commission meeting will be held on October 11 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09 Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Jay-Michael Baker,** Planner
(719) 553-2262

September 26, 2023

The City Planning and Zoning Commission will hold a public hearing on requests from **Pueblo Land Holdings, LLC** for the approval of the following application(s) generally located west of North Elizabeth and north of Ridge Drive western extension.

V-23-06 Vacation: Drainage and Detention Easement Vacation in Lot 1, Block 2, Skyview Subdivision. Staff report by Jay-Michael Baker, Planner.

The Planning and Zoning Commission meeting will be held on October 11 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09 Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Jay-Michael Baker,** Planner
(719) 553-2262

September 26, 2023

The City Planning and Zoning Commission will hold a public hearing on requests from **Pueblo Land Holdings, LLC** for the approval of the following application(s) generally located west of North Elizabeth and north of Ridge Drive western extension.

V-23-06 Vacation: Drainage and Detention Easement Vacation in Lot 1, Block 2, Skyview Subdivision. Staff report by Jay-Michael Baker, Planner.

The Planning and Zoning Commission meeting will be held on October 11 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09 Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Jay-Michael Baker,** Planner
(719) 553-2262

September 26, 2023

The City Planning and Zoning Commission will hold a public hearing on requests from **Pueblo Land Holdings, LLC** for the approval of the following application(s) generally located west of North Elizabeth and north of Ridge Drive western extension.

V-23-06 Vacation: Drainage and Detention Easement Vacation in Lot 1, Block 2, Skyview Subdivision. Staff report by Jay-Michael Baker, Planner.

The Planning and Zoning Commission meeting will be held on October 11 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09 Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Jay-Michael Baker,** Planner
(719) 553-2262

CASE NUMBER: V-23-06

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Easement Vacation: Skyview Subdivision to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the vacation is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

September 26, 2023
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Drainage Easement Vacation, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

September 26, 2023
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

Owner	OwnerStree	OwnerCity	Own	OwnerZip
WOJDYLA JOSEPH	11470 STATE HIGHWAY 94	COLORADO SPRINGS	CO	80929-9325
PUEBLO LAND HOLDINGS	1815 GRIFFIN RD STE 301	DANIA BEACH	FL	33004-2252
SMITH MATTHEW L	184 E SADDLEWOOD DR	PUEBLO WEST	CO	81007
PUEBLO COLORADO PROPERTY LLC + ATTN BENJAMIN M REZNIK ,	1900 AVENUE OF THE STARS	LOS ANGELES	CA	90067
HEADWATERS PROPERTIES	1982 ASPEN CIR	PUEBLO	CO	81006-1410
5048 BUCHANAN DR LLC	2242 TEE BOX CT	CASTLE ROCK	CO	80109-3681
SHINEOVICH GEORGE C/SHINEOVICH SH	27464 EVERETT RD	PUEBLO	CO	81006-9714
OUTLOOK RIDGE 3, LLC	3200 CHERRY CREEK SOUTH	DENVER	CO	80209-3244
AMIN AVIK	4308 ST ANDREWS DR	PUEBLO	CO	81001-1165
CURRENT	5049 BUCHANAN DR	PUEBLO	CO	81008-1966
HERRERA LAVONNE MARIE	5050 BUCHANAN DR	PUEBLO	CO	81008-1966
ODONNELL HUNTER / ODONNELL AYDAN	5051 BUCHANAN DR	PUEBLO	CO	81008-1966
PEREA THOMAS	5054 BUCHANAN DR	PUEBLO	CO	81008-1966
CURRENT	5056 BUCHANAN DR	PUEBLO	CO	81008
STEFFAN ROBERT W/STEFFAN DENISE R	5058 BUCHANAN DR	PUEBLO	CO	81008-1966
FERNANDEZ LISA M/FERNANDEZ JOHN P	5060 BUCHANAN DR	PUEBLO	CO	81008-1966
HEERSINK DANIEL + HEERSINK ELIZABETH ,	5086 GOLDKING RD	PUEBLO	CO	81008-1917
ALL GRACE ENTERPRISES + COLORADO LLC ,	8561 FERRY RD	EAST JORDAN	MI	49727-9542
US WESTERN INVESTMENT	8753 YATES DR STE 200A	WESTMINSTER	CO	80031-6947
PATEL MANISHKUMAR N	906 WEBER CT	ALAMOSA	CO	81101-2031
MCGEE JUANITA A MCGEE PATRICK L ,	907 SILVERQUEEN RD	PUEBLO	CO	81008-1937
BRE/LQ PROPERTIES LLC + C/O LA QUINTA CORP ,	909 HIDDEN RDG STE 600	IRVING	TX	75038-3822

CLIFFORD FAMILY				
INTERVIVOS TRUST DA +				
C/O SPORTSMAN	PO BOX 5651	BISMARCK	ND	58506-5651
W L ENTERPRISES LTD	PO BOX 9024	PUEBLO	CO	81008-0024

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 11, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Vicente Martinez Ortega, Councilor Martinez

SUBJECT: AN ORDINANCE AMENDING SECTION 14-12-8 OF THE PUEBLO MUNICIPAL CODE RELATING TO RETAIL MARIJUANA EXCISE TAX RATE AND EFFECTIVE JANUARY 1, 2024 DECREASING SAID RATE OF TAX TO ZERO FOR A PERIOD OF THREE YEARS

SUMMARY:

The proposed Ordinance decreases the retail marijuana excise tax rate from 8% to 0% for a period of three years.

PREVIOUS COUNCIL ACTION:

Voters approved Ordinance 8905 at the 2015 General Municipal Election which enacted Chapter 12 of Title XIV ("Retail Marijuana Excise Tax Ordinance"). The Ordinance allows Council to set the excise tax as long as it does not exceed 15%.

BACKGROUND:

The retail marijuana industry has undergone significant change since it became legal and many more states have legalized retail marijuana. Imposing an excise tax on the first sale of marijuana grown in the City of Pueblo has adversely affected the marijuana industry and very little marijuana is being grown in the City. While there were previously many jobs associated with growing and harvesting marijuana, there are now very few. Suspending the retail marijuana excise tax will (a) enhance the economic development of the City of Pueblo by increasing the competitiveness of existing businesses located in the City as compared to similar businesses located in other jurisdictions and by attracting new businesses to the City of Pueblo; and (b) will create new jobs for Puebloans.

FINANCIAL IMPLICATIONS:

Retail marijuana excise tax revenues in 2022 were $159,601.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not approve the Ordinance in which case the retail marijuana excise tax rate shall remain at 8%.

RECOMMENDATION:

Passage of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 14-12-8 OF THE PUEBLO MUNICIPAL CODE RELATING TO RETAIL MARIJUANA EXCISE TAX RATE AND EFFECTIVE JANUARY 1, 2024 DECREASING SAID RATE OF TAX TO ZERO FOR A PERIOD OF THREE YEARS

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

SECTION 1.

Section 14-12-8 of the Pueblo Municipal Court is amended to read as follows:

Sec. 14-12-8. Maximum rate for retail marijuana excise tax.

The maximum retail marijuana excise tax rate that may be imposed pursuant to this Chapter is fifteen percent (15%). At any time on or after January 1, 2016, the City may, by ordinance:

(a) Establish another retail marijuana excise tax rate to be imposed pursuant to this Chapter that is equal to or less than the maximum fifteen percent (15%) tax rate provided in this Chapter; or

(b) After establishing a retail marijuana excise tax rate that is lower than fifteen percent (15%), increase the tax rate to be imposed pursuant to this Section; except that, in no event shall the City increase the retail marijuana excise tax rate above fifteen percent (15%).

(c) On and after January 1, 2024 and for a period of three years thereafter, the retail marijuana excise tax rate shall be decreased to zero percent (0%). Unless this subsection (c) is sooner repealed, rescinded or otherwise amended, the retail marijuana excise tax rate shall be increased to eight percent (8%) and imposed effective on and after January 1, 2027.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 11, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor

SUBJECT: AN ORDINANCE SUSPENDING THE PAYMENT OF THE MONTHLY STREET UTILITY REPAIR UTILITY SERVICE CHARGES FOR TWELVE CONSECUTIVE MONTHS BEGINNING WITH EACH UTILITY CUSTOMER'S JANUARY 2024 UTILITY BILL

SUMMARY:

This proposed Ordinance suspends the payment of monthly street repair utility service charges for twelve (12) consecutive months, beginning with each utility customer's January 2024 utility bill.

PREVIOUS COUNCIL ACTION:

The Pueblo Street Repair Utility Enterprise ("Enterprise") was created on December 26, 2017 by Ordinance No. 9217. On May 14, 2018, by Ordinance No. 9278, the City entered into an intergovernmental agreement with the Board of Water Works regarding the billing and collection of the Enterprise's monthly service fees. On October 9, 2018, by Ordinance No. 9353, Council set the Enterprise's initial monthly service fees which went into effect February 1, 2019. On August 26, 2019, by Ordinance No. 9534, City Council established the current street repair fees which went into effect on October 1, 2019.

On November 22, 2021, by Ordinance No. 10046, City Council suspended the payment of monthly street repair utility service charges for 12 consecutive months, beginning with each utility customer's January 2022 utility bill. On November 14, 2022 by Ordinance No. SRUE-001, City Council suspended the payment of monthly street repair utility services charges for 12 consecutive months, beginning with each utility customer's January 2023 utility bill.

BACKGROUND:

Section 12-11-6 Pueblo's Municipal Code authorizes City Council, as the *ex officio* governing board of the Enterprise, to establish monthly street repair utility service

charges. This proposed Ordinance suspends payment of the Enterprise's monthly service fees for 12 consecutive months.

FINANCIAL IMPLICATIONS:

The suspension of the payment of utility fees would result in a projected loss of revenue for the Enterprise of approximately $2.8 million in 2024.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

A no-action alternative would cause the Enterprise's street repair rates to be automatically reinstated beginning with each utility customer's January 2024 utility bill.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE SUSPENDING THE PAYMENT OF THE MONTHLY STREET UTILITY REPAIR UTILITY SERVICE CHARGES FOR TWELVE CONSECUTIVE MONTHS BEGINNING WITH EACH UTILITY CUSTOMER'S JANUARY 2024 UTILITY BILL

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

SECTION 1.

The payment of monthly street repair utility service charges to the City of Pueblo's Street Repair Utility Enterprise shall be and hereby are suspended for twelve (12) consecutive months, beginning with each utility customer's January 2024 utility bill.

SECTION 2.

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

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: December 11, 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 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SOUNDTHINKING, INC. (FORMERLY SHOTSPOTTER), A CALIFORNIA CORPORATION, TO PROVIDE SERVICES TO EMERGENCY RESPONDERS, MOST SPECIFICALLY PUEBLO POLICE DEPARTMENT, FOR GUNSHOT DETECTION, CRIME ANALYSIS AND DATA, AND RESOURCES REGARDING SAID DETECTION, AND AUTHORIZING MAYOR GRADISAR TO EXECUTE THE SAME

SUMMARY:

Attached is a proposed Ordinance which would approve a Master Services Agreement between the City of Pueblo, and SoundThinking, Inc (formally ShotSpotter).

PREVIOUS COUNCIL ACTION:

Ordinance No. 10606 (November 27, 2023) approved and accepted funding from the Colorado Division of Criminal Justice, Office of Adult and Juvenile Assistance, Project Safe Neighborhood Grant and Ordinance No 10607 (November 27, 2023) approved and accepted funding from the U.S. Department of Justice 2023 Rural and Small Department Violent Crime Reduction Program Grant, Award Number 15PBJA-23-GG-05332-BSCI.

No prior action on this agreement.

BACKGROUND:

Shot Spotter ® will enhance the Real Time Crime Center capability to identify and prosecute individuals perpetrating the most violent acts. The proposed Shot Spotter ® solution is designed to identify, locate, and track active gunfire, and will support the Pueblo Police Department's efforts to more effectively respond to and investigate gunfire incidents. This strategy is deployed across the country and serves agencies of

all sizes that are committed to leveraging real-time gunfire intelligence to reduce gun violence and build community trust.

This agreement and implementation of the system fosters collaboration with the Office of Gun Violence Prevention, and other state and federal entities to crack down on gun crime; provides a significant tactical advantage in support of patrol when responding to gunfire; creates an opportunity for officers to respond quickly to gun-related incidents; and supports community engagement efforts. Additionally, it will reduce response time in getting medical aid to gunshot victims.

FINANCIAL IMPLICATIONS:

With the acceptance of the grant from Ordinance No. 10606 and Ordinance No. 10607 the funding for the onboarding and 24 months of service is covered without any matching funds from the City required. Unless more grant funding is obtained, the City will be responsible for months 25-36.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council can choose to reject the agreement.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

1. Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SOUNDTHINKING, INC. (FORMERLY SHOTSPOTTER), A CALIFORNIA CORPORATION, TO PROVIDE SERVICES TO EMERGENCY RESPONDERS, MOST SPECIFICALLY PUEBLO POLICE DEPARTMENT, FOR GUNSHOT DETECTION, CRIME ANALYSIS AND DATA, AND RESOURCES REGARDING SAID DETECTION, AND AUTHORIZING MAYOR GRADISAR TO EXECUTE THE SAME

WHEREAS, SoundThinking, Inc. (formerly Shot Spotter) operates a service that identifies, locates, and tracks gunfire in a given location, notifying dispatch and law enforcement once detected, and has been implemented by cities, of all sizes, across the country; and

WHEREAS, the SoundThinking system will reduce response time, aid in the detection of crime, and aid in tracking of gun violence within an area; and

WHEREAS, an agreement between the City of Pueblo, a Colorado Municipal Corporation and SoundThinking, Inc has been reduced to writing; and

WHEREAS, this agreement utilizes a competitive bid and contract that was negotiated with Denver; and; NOW, THEREFORE,

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

SECTION 1.

An agreement by and between the City of Pueblo, a Colorado Municipal Corporation, and SoundThinking, Inc., a copy of which is attached hereto with all exhibits and addendums ("Agreement"), is hereby approved.

SECTION 2.

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

SECTION 3.

Funds for this agreement are budgeted to Project No. PS2315.

SECTION 4.

NOW, THEREFORE, this Ordinance shall become effective on the date of final action by Mayor Gradisar 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

SOUNDTHINKING™ MASTER SERVICES AGREEMENT

SOUNDTHINKING™, INC.
for greater public safety™

SoundThinking, Inc.
39300 Civic Center Dr., Ste. 300
Fremont, CA 94538
+1.888.274.6877
info@soundthinking.com
www.soundthinking.com

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

Contents

1. EXHIBITS 1
2. DEFINITIONS 1
3. SUBSCRIPTION SERVICES 2
4. INITIAL TERM AND RENEWAL 3
5. LICENSE AND OWNERSHIP 3
6. CONFIDENTIALITY AND PROPRIETARY RIGHTS 6
7. LIMITED WARRANTIES 7
8. CUSTOMER OBLIGATIONS 8
9. INTELLECTUAL PROPERTY INFRINGEMENT 9
10. INDEMNIFICATION AND LIMITATION OF LIABILITY 10
11. DEFAULT AND TERMINATON; REMEDIES 11
12. TAXES 11
13. NOTICES 11
14. FORCE MAJEURE 12
15. ENTIRE AGREEMENT 12
16. GOVERNING LAW 12
17. NO WAIVER 12
18. SEVERABILITY 13
19. DISPUTE RESOLUTION 13
20. ASSIGNMENT 13
21. COMPLIANCE WITH LAWS 13
22. EQUAL EMPLOYMENT OPPORTUNITY 13
23. GENERAL PROVISIONS 14
EXHIBIT A – SOUNDTHINKING PROPOSAL 15
ADDENDUM ONE - SHOTSPOTTER® SUPPLEMENTAL TERMS 1

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

This Master Services Agreement (this "Agreement") is entered into by and between SoundThinking™, Inc. (referred to herein as "SoundThinking"), with offices located at 39300 Civic Center Dr., Suite 300, Fremont, CA 94538, and the City of Pueblo, Colorado, a Municipal Corporation,(hereinafter referred to as "Customer"), with offices located at 1 City Hall Place, Pueblo, CO 81003, effective as of the last date of signature herein. SoundThinking and Customer may also be referred to in this Agreement individually as a "Party" or collectively as the "Parties".

WHEREAS, Customer desires to purchase certain Subscription Services from SoundThinking utilizing a competitive bid and subsequent contract award; and

WHEREAS, SoundThinking entered into a contract with the City and County of Denver dated January 5, 2022 (the "Denver Contract") for similar services, resulting from SoundThinking's response to t Denver RFP 11079 dated September 9, 2021 (the "Denver RFP"); and

WHEREAS, the Denver RFP, Section B.5 addresses cooperative purchasing endeavors for other governmental jurisdictions that the pricing offered in the Denver Contract may be offered by the vendor to any other governmental jurisdiction purchasing the same products; and

WHEREAS, as a long-term customer of SoundThinking, the pricing offered in the Denver RFP and resultant Denver Contract reflects pricing for Denver's then current ShotSpotter® Subscription Services coverage areas, as well as pricing for expansion of Denver's coverage areas.

In consideration of the Parties' mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

This Agreement and its exhibits define the deliverables, implementation, and support services for the SoundThinking Subscription Services to be provided under this Agreement and identified in SoundThinking's Proposal attached hereto as Exhibit A.

1. EXHIBITS

The following exhibits ("Exhibits") and Addenda are attached to, and incorporated in this Agreement:

A. Exhibit A SoundThinking Proposal ID #PBLPD101023 Rev. 2 dated November 27, 2023 – pricing reflects the pricing in the Denver Contract for expansion of the Denver coverage area, optional API, and optional Expert Witness services.

B. Addendum One - ShotSpotter® Supplemental Terms

2. DEFINITIONS

All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth below:

A. Insight means the internet portal to which Customer will have access to Reviewed Alerts with respect to the ShotSpotter® Gunshot Detection, Location, and Forensics System.

B. CaseBuilder™, CaseBuilder™ Subscription Services, CaseBuilder™ Software, or CaseBuilder™ System means the SoundThinking case management software.

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

C. CaseBuilder™|Crime Gun, CaseBuilder™|Crime Gun Subscription Services, CaseBuilder™|Crime Gun Software, or CaseBuilder™|Crime Gun System means SoundThinking's gun crime tracking and analysis case management tool.

D. Confidential Information means that information designated by either Party as confidential or proprietary as further defined in Section 6 of this Agreement.

E. CrimeTracer™, CrimeTracer™ Subscription Services, CrimeTracer™ Software, or CrimeTracer™ System means the law enforcement search engine and information platform which enables customers to search data from agencies across the U.S.

F. Coverage Area means the area in square miles covered by the ShotSpotter® Subscription Services as set forth in Exhibit A and any increase to the Coverage Area as agreed to in writing between the Parties.

G. ResourceRouter™, ResourceRouter™ Subscription Services, ResourceRouter™ Software, or ResourceRouter™ System means the SoundThinking crime forecasting and patrol/task force management system.

H. ShotSpotter®, ShotSpotter® System, ShotSpotter® Software, or ShotSpotter® Subscription Services means the ShotSpotter® Gunshot Detection, Location, and Forensic Analysis Service.

I. ShotSpotter Data means the data, information, and electronic files created, generated, modified, compiled, displayed, stored or kept in the course of providing the ShotSpotter Subscription Services, including, without limitation, information in Reviewed Alerts accessible through the ShotSpotter Subscription Services and/or Software.

J. Software or SoundThinking Software means collectively the SoundThinking applications identified in Exhibit A and the Addenda to this Agreement to which Customer will have access under this Agreement on a subscription basis. The term Software shall also mean any new applications supplemental to the Subscription Services provided by SoundThinking to Customer subsequent to the execution date of this Agreement, and if purchased by Customer, the SoundThinking API Subscription License.

K. Subscription Services or SoundThinking Subscription Services means collectively the services provided to Customer on a subscription basis under this Agreement to access, and SoundThinking's maintenance of, the Software.

L. System means collectively the Software and Subscription Services provided under this Agreement.

3. SUBSCRIPTION SERVICES

A. SoundThinking will implement the applicable Subscription Services set forth in Exhibit A and the Addenda to this Agreement.

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

4. INITIAL TERM AND RENEWAL

The initial term of the Subscription Services shall be for a period of thirty-six (36) months commencing on the date that the Subscription Services are made available to the Customer ("go live"). Based on the Subscription Services provided under this Agreement, there may be more than one go live date.

The Subscription Services may be renewed for successive periods of one year each (or multiple years as mutually agreed upon in writing by the Parties), in accordance with the following procedure. SoundThinking shall provide Customer with a renewal notice stating the renewal fees, terms, and conditions for the next successive renewal term approximately ninety (90) days prior to the expiration date of the then current term. Customer acknowledges that the Subscription Services fees, terms and conditions, and service levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms. Annual Subscription fees are subject to increase at a rate of 5% for Customers whose annual subscription fee is less than the current SoundThinking list price.

If Customer fails to renew prior to expiration of the then current subscription term, the Subscription Services will terminate in accordance with Section 5.C and the Customer's access to the Subscription Services will be disabled. With respect to ShotSpotter, at its discretion, SoundThinking may remove the ShotSpotter Service and any components from the Coverage Area at that time. If SoundThinking does not remove the ShotSpotter Service from the Coverage Area, Customer may reinstate the ShotSpotter Subscription Services at a later date by renewing this Agreement and payment of the applicable reactivation and ShotSpotter Subscription Services renewal fees; however, Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

5. LICENSE AND OWNERSHIP

In consideration for and subject to the payment of the annual Subscription Services fees as set forth in Exhibit A, Customer is granted a non-transferrable, non-exclusive and terminable license ("License") to use the applicable SoundThinking Subscription Services, and ShotSpotter® Data for the Customer's own internal purposes and, if applicable, permitting citizens to access the public facing components of the relevant Subscription Services as set forth in this Section 5 and the Addenda to this Agreement. Please read the terms and conditions of this Agreement carefully. By using any SoundThinking Subscription Services, you agree to be bound by the terms and conditions of this Agreement and its Addenda. If you do not agree to these terms, you must notify SoundThinking and discontinue any use of the SoundThinking Subscription Services.

A. License and Restrictions.

Software and Subscription Services. The Software is the proprietary product of SoundThinking, licensed to Customer on an annual subscription basis. The SoundThinking Software may incorporate components supplied to SoundThinking under license by third-party suppliers, and may be protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to the Software and Subscription Services any part thereof is the property of SoundThinking or, if applicable, its suppliers. All right and title to the SoundThinking computer programs, including, but not limited to related documentation, technology, know-how and processes embodied in or made available to Customer in connection with the Subscription Services, patent rights, copyrights, trade secret rights, trademarks, and services marks remain with

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

SoundThinking. Customer may not make any copies of the written materials or documentation that accompany any component of the Software, or use them, or any other information concerning the Subscription Services that SoundThinking has designated as confidential, for any purpose other than bona fide use of the Subscription Services or Software for in accordance with the terms of this Agreement, nor allow anyone else to do so. Customer shall not: (i) modify, adapt, alter, translate, copy, perform, or display (publicly or otherwise) or create compilations, derivative, new, or other works based, in whole or in part, on the Software, or on the Subscription Services; (ii) merge, combine, integrate, or bundle the Software, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions, or capabilities; (iii) transfer, distribute, make available the Subscription Services, or Software to any person other than Customer; or (iv) sell, resell, sublicense, lease, rent, or loan the Subscription Services or Software, in whole or in part. No component of the Subscription Services, or Software may be used to operate a service bureau, rental or time-sharing arrangement.

Nothing in this Agreement shall be construed as granting any right or title to any SoundThinking Software, the ShotSpotter Data, or any component thereof, or any other intellectual property of SoundThinking or its suppliers to Customer.

Customer shall not alter, remove or obscure any copyright, patent, trademarks, confidential, proprietary, or restrictive notices or markings on any component of the Subscription Services, Software or any documentation.

Use, duplication, or disclosure by applicable U.S. government agencies is subject to restrictions as set forth in in the provisions of DFARS 48 CFR 252.227-7013 or FAR 48 CFR 52.227-14, as applicable.

B. Export.

Customer acknowledges that the ShotSpotter System has been determined by the United States Department of State to be a controlled commodity, software and/or technology subject to the United States Export Administration Regulations of the U.S. Department of Commerce. Customer is specifically prohibited from the export, or re-export, transfer, consignment, shipment, delivery, downloading, uploading, or transmitting in any form, any ShotSpotter Software, ShotSpotter Subscription Services, ShotSpotter Data, documentation, or any component thereof or underlying information or technology related thereto, to any third party, government, or country for any end uses except in strict compliance with applicable U.S. export controls laws, and only with the express prior written agreement of SoundThinking. In the event that such written agreement is provided, Customer shall be responsible for complying with all applicable export laws and regulations of the United States and destination country, including, but not limited to the United States Export Administration Regulations of the U.S. Department of Commerce, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of Customer's country. In this respect, no resale, transfer, or re-export of the ShotSpotter System or any ShotSpotter System component exported to Customer pursuant to a license from the U.S. Department of Commerce may be resold, transferred, or reported without prior authorization by the U.S. Government. Customer agrees not to export, re-export or engage in any "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign (non- U.S.) government, foreign (non-U.S.) person or third party, or to any

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

U.S. person or entity, any of the ShotSpotter System, or ShotSpotter System components, Data, Software, Services, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations, or without all necessary registrations, licenses and or approvals. Customer shall bear all expenses relating to any necessary registrations, licenses or approvals.

In addition to the restrictions and requirements set forth above, the Customer shall not export, or re-export, transfer, consign, ship, deliver, download, upload, or transmit in any form, the CaseBuilder, CaseBuilder|Crime Gun, CrimeTracer, or ResourceRouter Subscription Services, Software, documentation, or any component thereof or underlying information or technology related thereto to any third party, government, or country for any end uses except in strict compliance with applicable U.S. export controls laws, and only with the express prior written agreement of SoundThinking. In the event that such written agreement is provided, Customer shall be responsible for complying with all applicable export laws and regulations of the United States and destination country, including, but not limited to the United States Export Administration Regulations of the U.S. Department of Commerce, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of the import country.

In addition to the foregoing, Customer shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any person or entity on the U.S Department of Commerce Bureau of Industry and Security's List of Denied Persons or Bureau of Export Administration's anti-proliferation Entity List; (b) any person on the U.S. Department of State's List of Debarred Parties; (c) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons; or (d) any third party or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

C. Termination.

Customer agrees that its right to use any of the applicable Subscription Services, or Software, provided hereunder, including ShotSpotter Data, will terminate following thirty (30) day's prior written notice due to a material breach of the terms of this Agreement, including failure to pay any sums to SoundThinking when due, or failure to renew the applicable Subscription Services prior to expiration of the then current subscription term unless such breach has been cured within said thirty (30) day period. In the event of a breach of SoundThinking's intellectual property rights, SoundThinking at its sole discretion may terminate this Agreement immediately upon written notice to Customer. In the event of termination for any reason, Customer's access to the applicable Subscription Services and Software will terminate and be disabled. With respect to ShotSpotter, Customer's access to ShotSpotter Data will also terminate; and SoundThinking will cease delivering Reviewed Alerts for ShotSpotter. Customer agrees that SoundThinking shall not be liable to Customer nor to any third party for any suspension of the Subscription Services resulting from Customer's nonpayment of the Subscription Services fees as described in this section.

D. Modification to, or Discontinuation of the Subscription Services.

Upon reasonable notice to Customer, SoundThinking reserves the right at its discretion to modify,

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

temporarily or permanently, the Subscription Services (or any part thereof). In the event that SoundThinking modifies the Subscription Services in a manner which removes or disables a feature or functionality on which Customer materially relies, SoundThinking, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that SoundThinking is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Subscription Services fees paid under the Agreement for the subscription term in which this Agreement is terminated. Customer acknowledges that SoundThinking reserves the right to discontinue offering the Subscription Services at the conclusion of Customer's then current term. Customer agrees that SoundThinking shall not be liable to Customer or to any third party for any modification of the Subscription Services as described in this section.

E. New Applications.

From time to time, at SoundThinking's discretion, SoundThinking may release to its customer base, new applications supplemental to the Subscription Services. Customer's use of such new applications shall be subject to the license, warranty, intellectual property, and support terms of this Agreement. Prior to general release, SoundThinking may request Customer to act as a pre-release test site for new applications, or major upgrades. Provided that Customer agrees in writing to such request, SoundThinking will provide a pre-release package explaining the details and requirements for Customer's participation.

F. No Use by Third Parties.

Except as otherwise expressly set forth in this Agreement, use by anyone other than Customer of the Subscription Services, Software, documentation, or ShotSpotter Data is prohibited, unless pursuant to a valid assignment of this Agreement as set forth in Section 20 of this Agreement.

6. CONFIDENTIALITY AND PROPRIETARY RIGHTS

A. SoundThinking Confidential Information.

Customer acknowledges and agrees that the source code, technology, and internal structure of the SoundThinking Software, ShotSpotter Data, and SoundThinking Subscription Services, as well as documentation, operations manual(s) and training material(s), are the confidential information and proprietary trade secrets of SoundThinking, the value of which would be destroyed by disclosure to the public. Use by anyone other than Customer of the Subscription Services, documentation, and ShotSpotter Data is prohibited, unless pursuant to a valid assignment under this Agreement. Unless prohibited by applicable law, the terms and conditions of this Agreement, including pricing and payment terms shall also be treated as SoundThinking's confidential information. Customer shall not disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Software, or any data or information created, compiled, displayed, or accessible through the Subscription Services, in whole or in part. Customer agrees during the term of this Agreement, and thereafter, to hold the confidential information and proprietary trade secrets of SoundThinking in strict confidence and to not permit any person or entity to obtain access to it except as required for the Customer's exercise of the license rights granted under this Agreement. Nothing in this Agreement

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

B. Customer Confidential Information

During the term of this Agreement or any subsequent renewals, SoundThinking agrees to maintain Customer information designated by the Customer as confidential to which SoundThinking gains access in the performance of its obligations under this Agreement, and not disclose such Customer Confidential Information to any third parties except as may be required by law. SoundThinking agrees that Customer's Confidential Information shall be used solely for the purpose of performing SoundThinking's obligations under this Agreement.

C. Obligations of the Parties.

The receiving Party's ("Recipient") obligations under this section shall not apply to any of the disclosing Party's ("Discloser") Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any Discloser Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by the Recipient; provided, however, that Recipient shall provide prompt prior written notice thereof to the Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. The Recipient shall use reasonable controls to protect the confidentiality of and restrict access to all Confidential Information of the Discloser to those persons having a specific need to know for the purpose of performing the Recipient's obligations under this Agreement. The Recipient shall use controls no less protective than Recipient uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information. Upon termination of this Agreement the Recipient, as directed by the Discloser, shall either return the Discloser's Confidential Information, or destroy all copies thereof and verify such destruction in writing to the Discloser.

Unless the Recipient obtains prior written consent from the Discloser, the Recipient agrees that it will not reproduce, use for purposes other than those expressly permitted in this Agreement, disclose, sell, license, afford access to, distribute, or disseminate any information designated by the Discloser as confidential.

The Parties' confidentiality obligations in this Section 6 shall survive the termination of this Agreement.

7. LIMITED WARRANTIES

A. SoundThinking warrants that the Software will function in substantial conformity with the SoundThinking documentation accompanying the Software and Subscription Services. The

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

Software covered under this warranty consists exclusively of ShotSpotter Dispatch, ShotSpotter Respond, and ShotSpotter Insight applications and user interface; CaseBuilder; CaseBuilder|Crime Gun; CrimeTracer; and ResourceRouter Software and Subscription Services that are made available to the Customer under this Agreement as identified in Exhibit A or any subsequent amendment to this Agreement. Additional limited warranties as applicable are set forth in the Addenda attached to this Agreement and incorporated herein.

B. SoundThinking further warrants that the Subscription Services, and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.

C. SoundThinking does not warrant or represent, expressly or implicitly, that any of its Subscription Services or Software will be uninterrupted or error free; or that any SoundThinking-supplied network will remain in operation at all times or under all conditions.

D. Any and all warranties, express or implied, of fitness for high-risk purposes requiring fail-safe performance are hereby expressly disclaimed.

E. The Parties acknowledge and agree that the Subscription Services are not consumer goods, and are not intended for sale to or use by or for personal, family, or household use.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, AND THE APPLICABLE ADDENDA TO THIS AGREEMENT SOUNDTHINKING MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY, SUITABLITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. CUSTOMER OBLIGATIONS.

Customer acknowledges and agrees that SoundThinking's duties, including warranty obligations, and ability to perform its obligations to Customer under this Agreement shall be predicated and conditioned upon Customer's timely performance of and compliance with Customer's obligations hereunder, including, but not limited to:

A. Customer agrees to pay all sums due under this Agreement when they are due pursuant to the payment terms in Exhibit A.

Customer's address for invoicing:
City of Pueblo
Attn: Mike Trice
P.O. Box 1427
Pueblo CO 81002
Email: Accountspayable@pueblo.us

B. Customer agrees to use reasonable efforts to timely perform and comply with all of Customer's obligations allocated to Customer under this Agreement, and its Addenda.

C. Customer shall not permit any alteration, modification, substitution, or supplementation of any SoundThinking Subscription Services or web portal, or the combining, connection, merging,

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

other system, equipment, hardware, software, technology, function, or capability, without SoundThinking's express prior written consent.

D. Unless otherwise expressly agreed in advance in writing by SoundThinking, Customer shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators, or other third parties to operate, or have access to any part of the Subscription Services or Software.

E. In order to use the Subscription Services, Customer must have and maintain access to the World Wide Web to enable a secure https connection from the Customer's workstation(s) to SoundThinking's hosted services, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.

F. Should criminal background checks or fingerprinting for SoundThinking employees performing any Services under this Agreement or an Addendum hereto be required by Customer beyond the customary employment background check, or Federal or State regulations, such background checks or fingerprinting will be conducted by Customer.

G. Customer shall be responsible for the accuracy, quality, appropriateness, and legality of all Customer data, any other Customer business information used in any Subscription Services.

H. SoundThinking will assist the Customer in initially setting up passwords and user names for Customer's employees, agents, or representatives to whom Customer designates access to the applicable Subscription Services ("Authorized Users"). Thereafter, Customer shall be responsible for assigning passwords and user names for each of its Authorized Users. Customer shall be responsible for maintaining the confidentiality and use of Customer's password and user names and shall not allow passwords and/or user names to be shared by Authorized Users; nor shall Customer permit any unauthorized users to access the Subscription Services. The maximum number of Authorized Users for the applicable Subscription Services is set forth in Exhibit A. Each Authorized User identification may only be used to access the applicable Subscription Services during one (1) concurrent login session.

I. Customer shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

9. INTELLECTUAL PROPERTY INFRINGEMENT

SoundThinking will, at its expense, defend and indemnify Customer from and against losses, suits, damages, liability, and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the Customer by a third party unrelated to the Customer, in which such third party asserts a claim that the Subscription Services and/or Software, when used in accordance with SoundThinking's user documentation, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to license the applicable SoundThinking Subscription Services and Software (collectively "Action"), provided that Customer provides SoundThinking with

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

reasonably prompt notice of any such Action, or circumstances of which Customer becomes aware that could reasonably be expected to lead to such Action including but not limited to any cease and desist demands or warnings, and further provided that Customer cooperates with SoundThinking and its defense counsel in the investigation and defense of such Action.

SoundThinking shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof. Customer may participate in the defense of such action at its own expense.

This Section 9 shall not apply and SoundThinking shall have no obligation to defend and indemnify Customer in the event the Customer or a third party modifies, alters, substitutes, or supplements any of the Subscription Services, or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger, or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities, or applications not licensed by SoundThinking as part of the Subscription Services, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction, or specification furnished by the Customer, nor to the extent that the Subscription Services or Software are used for or in connection with any purpose, application, or function other than in accordance with the SoundThinking documentation accompanying the Subscription Services or Software.

If, in SoundThinking's opinion, any of the Subscription Services, or Software may, or are likely to become, the subject of such a suit or action, does become the subject of a claim asserted against Customer in a lawsuit which SoundThinking is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to SoundThinking's obligations under this section, then SoundThinking may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected Subscription Services or Software, (2) modify or replace such Subscription Services or Software to make it or them non-infringing, or (3) refund to Customer a pro-rata portion of the annual Subscription Services fees paid for the affected Subscription Services for the term in which the Agreement is terminated.

This Section 9 states the entire liability of SoundThinking and is Customer's exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to any SoundThinking Subscription Services, SoundThinking Software or any component thereof. This section is in lieu of and replaces any other expressed, implied, or statutory warranty against infringement of any and all intellectual property rights.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

SoundThinking shall, at its expense, indemnify, defend, save, and hold Customer harmless from any and all claims, lawsuits, or liability, including attorneys' fees and costs, arising out of, in connection with, any loss, damage, or injury to persons or property to the extent of the gross negligence, or wrongful act, error, or omission of SoundThinking, its employees, agents, or subcontractors as a result of SoundThinking's or any of its employees, agents, or subcontractor's performance pursuant to this Agreement. SoundThinking shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding the foregoing, if a claim, lawsuit, or liability results from or is contributed to by the actions or omissions of Customer, or its

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

employees, agents, or contractors, SoundThinking's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

In no event shall either Party, or any of its affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be liable to the other Party under any legal or equitable theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, indirect, incidental, or consequential damages, each of which is hereby excluded by agreement of the Parties, regardless of whether such damages were foreseeable or whether any Party or any entity has been advised of the possibility of such damages.

Except for its Intellectual Property infringement indemnity obligations under Section 9 of this Agreement, SoundThinking's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever arising out of or related to this Agreement, whether in contract, tort, by way of indemnification or under statute, and regardless of the form of action or legal theory shall not exceed (i) two (2) times the amount of the annual subscription fee(s) for the twelve (12) month period in which the claim arises, or (ii) the amount of insurance maintained by SoundThinking available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.

11. DEFAULT AND TERMINATON; REMEDIES

Either Party may terminate this Agreement in the event of a material breach of the terms and conditions of this Agreement upon thirty (30) days' prior written notice to the other Party; provided that the Party alleged to be in breach has not cured such breach within said thirty (30) day period.

In addition to the termination provisions in Section 5.C for failure to pay annual Subscription Services fees, upon the occurrence of a material breach of Customer's obligations under this Agreement not susceptible to cure as provided in the preceding paragraph, SoundThinking may at its option, effective immediately upon written notice to Customer, either: (i) terminate SoundThinking's future obligations under this Agreement, terminate Customer's License to use the Subscription Services and Software, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the Agreement and proceed in any lawful manner to obtain satisfaction of the same.

12. TAXES

Unless otherwise included as a line item in Exhibit A, the fees due under this Agreement exclude any sales, use, value added or similar taxes that may be imposed in connection with this Agreement. Customer agrees that it shall be solely responsible for payment, or reimbursement to SoundThinking as applicable, of all sales, use, value added or similar taxes imposed upon this Agreement by any level of government, whether due at the time of sale or asserted later as a result of audit of the financial records of either Customer or SoundThinking. If exempt from such taxes, Customer shall provide to SoundThinking written evidence of such exemption. Customer shall also pay any personal property taxes levied by government agencies based upon Customer's use or possession of the items acquired or licensed in this Agreement.

13. NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing delivered to the address set forth in this Agreement by certified mail return receipt; overnight delivery

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

13. NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing delivered to the address set forth in this Agreement by certified mail return receipt; overnight delivery services; delivered in person; or via email with read receipt. A Party's address may be changed by written notice to the other Party.

Notices to Customer:

City of Pueblo

Attn: Chief of Police, Pueblo Police Dept.

200 S. Main St.

Pueblo, CO 81003

Email: cityattorney@pueblo.us_

Notices to SoundThinking:

SoundThinking, Inc.

Attn: CFO

39300 Civic Center Dr., Ste. 300

Fremont, CA 94538

accounting@soundthinking.com

14. FORCE MAJEURE

In no event shall SoundThinking be liable for any delay or default in its performance of any obligation under this Agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout, or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo, or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond SoundThinking's reasonable control. At SoundThinking's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of SoundThinking so long as any such cause shall prevent or delay performance, and SoundThinking agrees to make, and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

15. ENTIRE AGREEMENT

This Agreement and its Exhibits and Addenda represent the entire agreement and understanding of the Parties and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written or oral agreements, representations, understandings, or negotiations with respect to the matters covered by this Agreement.

16. GOVERNING LAW

The validity, performance, and construction of this Agreement shall be governed by the laws of the state of Colorado, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply.

17. NO WAIVER

No term or provision of this Agreement shall be deemed waived, and no breach excused unless such waiver or consent is in writing and signed by both Parties. Any consent by either Party to, or waiver of, a breach

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

The failure of either Party to enforce at any time any of the provisions of this Agreement shall not constitute a present of future waiver of any such provisions or the right of either Party to enforce each and every provision.

18. SEVERABILITY

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition, or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

19. DISPUTE RESOLUTION

If the Parties disagree as to any matter arising under this Agreement or the relationship and dealings of the Parties hereto, then at the request of either Party, SoundThinking and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement by negotiation prior to either Party taking legal action. If such negotiations do not resolve the dispute within sixty (60) days of the initial request, either Party may take appropriate legal action.

20. ASSIGNMENT

This Agreement may not be assigned or transferred by either Party, nor any of the rights granted herein, in whole or in part, by operation of law or otherwise, without the other Party's express prior written consent, which shall not be unreasonably withheld. Provided, however, that SoundThinking may assign or transfer this Agreement and/or SoundThinking's rights and obligations hereunder, in whole or in part, in the event of a merger or acquisition of all or substantially all of SoundThinking's assets. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff, or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without SoundThinking's express consent.

21. COMPLIANCE WITH LAWS

During the term of this Agreement SoundThinking will comply with all applicable local, state, and federal laws, statutes and regulations.

22. EQUAL EMPLOYMENT OPPORTUNITY

SoundThinking is committed to equal-employment principles, and the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, (41 CFR 60- 1.4), section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)), section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-250.5(a)), and, the Jobs for Veterans Act of 2003, (41 CFR 60-300.5(a)) as well as any other regulations pertaining to these orders. SoundThinking's decisions and criteria governing its hiring and employment practices are made in a non-discriminatory manner, without regard to age, race, color, national origin, citizenship status, gender (including pregnancy, childbirth or medical condition related to pregnancy or childbirth), gender identity or expression, sex, religion, creed, physical or mental disability, medical condition, legally protected genetic information, marital status, veteran status, military status, sexual

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

orientation, or any other factor determined to be an unlawful basis for such decisions by federal, state, or local statutes.

23. GENERAL PROVISIONS

A. This Agreement and its Addenda shall be binding on and inure to the benefit of the Parties and any permitted successors and assigns; however, nothing in this paragraph shall be construed as a consent to any assignment by either Party except as provided in Section 20 of this Agreement.

B. This Agreement shall not become a binding contract until signed by an authorized representative of each Party, effective as of the date of signature.

C. This Agreement and its Addenda may be executed in any number of identical counterparts, each of which shall be deemed a duplicate original.

D. The provisions of this Agreement and Addenda shall not be construed in favor of or against either Party because that Party or its legal counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement.

E. An electronic signature copy of this Agreement and its Exhibits, Addenda, notices and documents prepared under this Agreement shall be considered an original. The Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.

F. This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

SIGNATURE PAGE FOLLOWS

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT, INCLUDING ITS EXHIBITS AND ADDENDA, AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY CONFIRMATION, PURCHASE ORDER, AMENDMENT OR OTHER BUSINESS FORM, WRITING OR MATERIAL SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF PUEBLO, CO	**SOUNDTHINKING, INC.**
Accepted By (Signature)	Accepted By (Signature)
Printed Name	Roxanne Lerner Printed Name
Title	Director of Contracts Title
Date	Date

Approved as to Form:

(Signature)

Elizabeth Sexton Drake
Printed Name

Assistant City Attorney
Title

11·29·2023
Date

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

EXHIBIT A – SOUNDTHINKING PROPOSAL

SoundThinking Proposal No.: PBLPD101023 Rev 2, dated November 27, 2023

(Attached on Following Pages)

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

Price Proposal for Subscription-Based Gunshot Detection, Location, and Forensic Analysis Service for Pueblo Police Department, CO

November 27, 2023

Proposal ID: PBLPD101023 Rev 2

Submitted by: Terri Greene – Director, West Region
714.365.5102 mobile
650.887.2106 fax
tgreene@soundthinking.com

SoundThinking, Inc.
39300 Civic Center Drive, Suite 300
Fremont, California 94538
888.274.6877
www.soundthinking.com

Table of Contents

Executive Summary 1
- Introduction 1
- Alignment with Pueblo Police Department Goals 2
- Supporting Citizens in Pueblo with Data for Good 3

Company History 5
- SoundThinking's SafetySmart Platform 6

ShotSpotter Service Overview 7
- How ShotSpotter Works 7
- ShotSpotter Application 8
- InSight™ 9
- Mobile Alerts 11
- Investigative Lead Summary 12
- Detailed Forensic Reports and Expert Witness Testimony 13
- Notifications API 14

Onboarding Services 15
- Getting Started 15
- Best Practices 15
- User Training 16
- Agency Metrics/KPIs (Key Performance Indicators) 16
- Onsite Support During Service Activation (Go-Live) 16

Ongoing Customer Support 17

Customer References 17

Proposed Coverage Areas 18

Pricing 19
- 3.0 mi^2 Coverage Area – One-Year Term 19
- 3.0 mi^2 Coverage Area – Three-Year Term 19
- Forensic Consultation Services 19
- Payment Terms 20
  - One-Year Payment Terms 20
  - Three-Year Payment Terms 20
- General Pricing Assumptions 20
- ShotSpotter Pricing Assumptions 20
- Notifications API License Pricing Assumptions 20

Executive Summary

Introduction

SoundThinking™ (formerly known as ShotSpotter) is pleased to present this proposal in response to the Pueblo Police Department's request. A component of our SafetySmart™ Platform, the proposed ShotSpotter® solution is designed to identify, locate, and track active gunfire, and will support the Pueblo Police Department's efforts to more effectively respond to and investigate gunfire incidents. The proposed solution is deployed across the country and serves agencies of all sizes that are committed to leveraging our real-time gunfire intelligence to reduce gun violence and build community trust.

With this proposal, SoundThinking is offering to waive the ShotSpotter One-Time Service Initiation fee and the annual Notifications API subscription fees if the Department commits to a three-year contract term. The proposed fee waivers represent $39,500 in savings to the Department over the course of the contract term. Please refer to the Pricing section of this proposal for more details.

The ShotSpotter gunshot detection, alert, and analysis services provide what would be otherwise unobtainable, critical real-time gunfire intelligence. The core capabilities of the ShotSpotter solution are:

> **DETECT** – ShotSpotter detects and locates gunfire incidents to enable a fast, precise response to over 90% of shooting incidents within the targeted areas. This has a powerful deterrent effect and disrupts the gun violence cycle.
>
> **PROTECT** – ShotSpotter alerts allow first responders to respond swiftly to find victims and save lives. Cities with ShotSpotter report a 3.5 minute reduction in transport time for gunshot victims. In addition, ShotSpotter helps protect officers by providing them with comprehensive data on the actual amount of gunfire activity that occurs in the neighborhoods they patrol and provides critical situational awareness when responding to specific incidents.
>
> **CONNECT** – By applying community policing-oriented best practices, ShotSpotter provides a unique opportunity for law enforcement agencies to connect with vulnerable communities. Rapid response to gunfire incidents in communities that have been most impacted by gun violence builds positive attitudes towards law enforcement and leads to more constructive engagements and cooperation.

ShotSpotter has become an indispensable crime-fighting tool for these agencies, in light of the community dynamics that fuel gun violence and the well-documented challenges of relying solely on 9-1-1 calls for service:

- **Under-reporting of persistent gunfire:** Nationwide, on average, less than 20% of gunfire incidents are reported to 9-1-1. Why don't residents call? The answer is complex, but typically involves the following concerns:
  - Recognition: "Was that gunfire, fireworks, or something else?"
  - Retaliation: "If they find out I called, will they come after me?"
  - Resignation: "No one came the last time I called…"

Without ShotSpotter, most law enforcement agencies are working with an 80% to 90% deficiency in their gun violence-related intelligence.

- **Late and inaccurate information:** When a citizen reports a gunfire incident, the 9-1-1 call typically comes several minutes after the event occurred, and based on analysis, the location provided is usually mislocated by 750 feet (on average). As a result, valuable time and resources are wasted trying to locate the incident, diminishing the opportunity to identify suspects and witnesses, recover evidence, and most importantly, render life-saving aid to victims.

The ability to receive near real-time gunfire intelligence data provides law enforcement agencies with a critical advantage in their efforts to reduce and prevent gun violence and improve officer safety. Specific results include:

- Officers can more quickly and accurately go directly to the scene of the shooting
- Situational awareness is vastly improved over what is available when relying solely on the 9-1-1 system
- Law enforcement has a better chance of arriving before the shooter has left the scene
- Officers are more likely to find evidence in the form of shell casings (which, in conjunction with NIBIN/IBIS, provide valuable investigative leads) and/or other ground truth that can aid in the investigation
- Officers are more likely to find witnesses who may have information that can aid in the investigation
- Community engagement is heightened, which often translates into more information from the community (e.g., tip lines, field interviews, etc.)
- Enhanced targeted enforcement (precision policing)
- More court-admissible and scientifically sound forensic evidence is available to strengthen prosecutions of the worst offenders

Alignment with Pueblo Police Department Goals

SoundThinking recognizes that safety is vital to the development of a vibrant and growing city like Pueblo. Effective delivery of police services affects the City's economic development, population growth, and the fiscal well-being of the City, including its business owners and residents. Nationwide, fear of crime is cited as a primary factor in the quality of life within communities, as well as a contributing factor in business and family relocation decisions.

The proposed ShotSpotter deployment aligns with the Department's goals by:

- Fostering collaboration with the Office of Gun Violence Prevention, and other state and federal entities to crack down on gun crime
- Providing a significant tactical advantage in support of Patrol when responding to gunfire
- Creating an opportunity for officers to respond quickly to gun-related incidents, with respect every time
- Identifying when and where gunfire is occurring, which can help support community engagement efforts, such as Hard Knox Gang Prevention and others
- Adopting best practices that will allow improved internal operations, and optimal resource allocations which can improve investigations and case clearance rates

We recognize the Department's efforts to address these issues through a combination of data-driven policing, technology, and community involvement. The addition of SoundThinking's ShotSpotter technology, in conjunction with our recommended best practices, will provide the Department with an effective force-multiplier and enable the Department to efficiently deploy resources, increase situational awareness, and achieve reductions in gunfire and violent crime.

ShotSpotter also provides invaluable data that can be analyzed to move law enforcement agencies from a reactive to a proactive position. Our gunshot detection solutions have historically helped law enforcement agencies to:

- Effectively identify, analyze, and respond to gun crime
- Increase evidence collection programs, which, in conjunction with NIBIN/IBIS, provide valuable investigative leads
- Build an extensive casings database to maximize data value:
  - Data can be analyzed in conjunction with ShotSpotter data to identify "hot addresses"
  - Results inform deployment of resources and targeted investigations
- Faster turnaround time for results with NIBIN program can lead to more cases being solved more quickly

ShotSpotter forensic evidence can be a powerful demonstrative tool for a prosecutor at trial. The audio of the gunfire played for the jury during trial and the precise timing and location of the gunfire plotted onto a Google Earth map can be compelling and tangible evidence against a defendant. ShotSpotter forensic evidence has been testified to by our expert witnesses in over 100 prosecutions in criminal courts throughout the United States.

Finally, our goal is not to simply deliver technology, but rather to become a valuable partner. To that end, the SoundThinking Customer Success Team comprises former law enforcement executives who have first-hand experience in successfully deploying and using ShotSpotter. Our mission is your success: our Customer Success Team will work closely with the Department from the earliest stages of your deployment through the life of the subscription to ensure the Department has full access to our best practices and training components that drive successful outcomes.

Supporting Citizens in Pueblo with Data for Good

Exposure to gunfire impacts people in many ways, including increased risks of physical pain, psychiatric disorders, and substance abuse. For these reasons, many cities are developing a public health approach to violence prevention. Precision data about where and when gun violence occurs can provide prompt interventions to people in need of services and support. With timely and accurate gunfire location data, community violence intervention groups and mental health professionals can more quickly aid youth and families in crisis to more effectively prevent future violence and other negative outcomes.

Community Partnerships: SoundThinking's "Data for Good" program helps law enforcement agencies identify violence prevention offices, schools, city and county public health departments, and other community organizations with which they can share their ShotSpotter gunfire data, analytics, heatmaps, and dashboards. These tools indicate where gunfire (and therefore potential trauma) is occurring so the appropriate community resources can deploy immediate and lasting support and help address the core issues that drive crime.

Proactive Community Engagement: ShotSpotter data can augment community outreach efforts to help the Department work more closely within the community to prevent crime from occurring, as well as enhance response and follow-through when incidents occur. Strategies to build relationships within the community include resource drives, PAL programs, and monthly community meetings.

Refocus on Geographic Policing: ShotSpotter InSight enables designated users to analyze detected shooting incidents, with details of hot spots and specific days/times incidents occur. The results can help agencies determine directed patrols for specific beats and sectors. https://www.shotspotter.com/blog/hotspot-analysis-vs-directed-patrol-a-patrol-strategies-overview/

We appreciate your consideration of our proposal. SoundThinking is committed to Pueblo's success, and we look forward to partnering with you to make ShotSpotter a key component of your efforts to reduce gun crime in the City of Pueblo.

Company History

SoundThinking is a public safety technology company that combines transformative solutions and strategic advisory services for sound decisions, to make neighborhoods safer and improve community confidence. SoundThinking was founded in 1995 (as ShotSpotter, Inc.) and has been providing gunshot detection solutions since its inception. SoundThinking is the world leader in gunshot detection, with over 1,000 square miles operational; more than 14 million incidents reviewed; and 40 issued patents. SoundThinking is a publicly traded corporation (NASDAQ: SSTI) with approximately 300 full-time employees and is headquartered in Fremont, California.

The following table provides an overview of SoundThinking's history and growth.

1995	• SoundThinking (formerly ShotSpotter) founded by Dr. Robert Showen. With over 30 years of acoustic and geophysics experience, it was Dr. Showen's vision to help curb gunfire that led him to design the ShotSpotter gunshot detection system.
1996	• The US Patent Office granted SoundThinking its first patent
2010	• Ralph Clark joined SoundThinking as President and CEO
2011	• SoundThinking opened the Incident Review Center (IRC) allowing SoundThinking to publish or dismiss detected gunshots with a higher level of accuracy
2014	• Cape Town, South Africa became SoundThinking's first international SaaS customer
2016	• SoundThinking formed our Customer Success Team to assist all customers in maximizing the value of the ShotSpotter service
2017	• SoundThinking achieved a World Class Net Promotor Score (NPS) of 55% • SoundThinking became a publicly traded company (NASDAQ: SSTI)
2018	• SoundThinking acquired HunchLab technology and introduced a proactive patrol management solution (formerly Connect, now ResourceRouter™) • SoundThinking won the Noble Technology Award from National Organization of Black Law Enforcement Executives • SoundThinking won AST Homeland Security Award for Best Gunshot Detection System • The City of Chicago expanded ShotSpotter coverage to over 100 miles and reported a 26% decrease in shootings from the previous year • Kruger National Park in South Africa went live with ShotSpotter in the park's iconic Intensified Protection Zone (IPZ)
2019	• SoundThinking received approval from the Oakland City Council and unanimous approval for use of its gunshot detection technology from the Oakland Privacy Advisory Commission (PAC) • SoundThinking welcomed its 100th customer • SoundThinking deployed its first sensors in Malaysia in an effort to reduce blast fishing, save the coral reef, and ensure local food security
2020	• SoundThinking acquired LEEDS, LLC and assumed responsibility for case management within the New York Police Department. With this strategic acquisition, SoundThinking added case management technology to its SafetySmart platform. • Rangers from Kruger National Park reported nearly 60% reduction in the number of rhinos killed within the ShotSpotter coverage area
2021	• SoundThinking won the AST Homeland Security Award for Best Gunshot Detection System for fourth consecutive year • The US Patent Office granted SoundThinking its 40th patent • SoundThinking published its one millionth gunshot alert • SoundThinking introduced two new applications: CaseBuilder™ and CaseBuilder Crime Gun™ focused on gun crime management

2022	• SoundThinking acquired Forensic Logic, LLC and their COPLINK X solution (now CrimeTracer™), an investigative search engine and analytics tool • SoundThinking introduced our Data for Good program, designed to use ShotSpotter data to identify communities experiencing high levels of gunfire violence and assist community providers to deliver timely support and intervention • SoundThinking certified a "Great Place to Work"
2023	• SoundThinking introduced our SafetySmart Platform, a suite of products that provide law enforcement agencies with better information, to enable better decisions, and drive better outcomes

SoundThinking's SafetySmart Platform

The SafetySmart Platform brings together specialized software and objective data to help law enforcement and civic leadership better protect their communities by ensuring the right resources are provided when and where they are needed most. As a trusted partner to many law enforcement agencies, SoundThinking has been both a firsthand witness and participant in the evolution of policing as it faces increasing challenges, such as staffing shortages, aging technologies, and exponential growth in data (as well as the need to access, analyze, and share data). In response to these challenges, SoundThinking has developed our SafetySmart Platform that provides a range of tools beyond gunshot detection to help law enforcement agencies operate and collaborate more efficiently.

The SafetySmart Platform brings the power of digital transformation to law enforcement. Together or separately, these data-driven solutions act as a force multiplier and help drive deeper community engagement by delivering better information, enabling better decisions, and driving better outcomes, for more efficient, effective, and equitable policing.

ShotSpotter Service Overview

How ShotSpotter Works

Based on an analysis of known gunfire-related crimes, the SoundThinking team designs and deploys networked sensors within the targeted coverage area. These acoustic arrays detect and locate gunshot activity within the coverage area and report that information to SoundThinking's Incident Review Center (IRC) which is staffed 24/7/365. ShotSpotter uses a two-factor incident review process to minimize false alerts. The first tier is performed by sophisticated AI software, to filter out any incidents that do not meet the minimum threshold for human review as potential gunfire incidents (e.g., helicopter noise, fireworks, etc.). The incidents that meet the minimum threshold for human review are then received at our IRC. The IRC review process is performed by a team of highly trained acoustic experts. In addition to examining the incident audio, SoundThinking's acoustic experts also examine the visual characteristics of the detected pulses and the incident, such as the number of participating sensors, the wave form, pulse alignment, and the direction of sound. The IRC review results in either publishing (Gunshot or Probable Gunshot) or dismissal (Non-Gunshot) of the incident with a high level of precision.

If the reviewer classifies the incident as a gunshot, the reviewer sends an alert, including location information and an audio snippet, to law enforcement agencies via a password-protected application on a mobile phone, in-car laptop, or computer. In addition to the dot-on-the-map and audio, ShotSpotter provides details such as number of shots fired, whether multiple shooters were involved, and whether high-capacity and/or fully automatic weapons were used. SoundThinking designed this entire process (i.e., recording the impulsive sound, two-factor review, and publishing alerts to authorized users) to be completed in less than 60 seconds (but is often completed within 25 to 30 seconds).

ShotSpotter customers receive a contextually rich, detailed gunfire alert that enables a fast, precise, and safer response to gunfire incidents. In addition, ShotSpotter alerts can also trigger other technology platforms such as cameras that can pan and zoom in the direction of an event. SoundThinking has successfully integrated ShotSpotter with a wide range of third-party applications such as CAD, RMS, License Plate Readers, drones, and other applications.

ShotSpotter helps law enforcement agencies by directing resources to the precise location of more than 90% of gunfire incidents. ShotSpotter rapidly notifies first responders of shootings via dispatch centers, in-vehicle computers, and smart phones. Instant alerts enable first responders to aid victims, collect evidence, and identify witnesses. ShotSpotter's actionable intelligence can then be used to prevent future crimes by positioning law enforcement when and where crime is likely to occur. ShotSpotter gunshot detection and location services are delivered as an easily implemented Software as a Service (SaaS) solution, with no requirement for customer investment in or maintenance of expensive hardware or software. SoundThinking hosts, secures, monitors, and maintains the ShotSpotter infrastructure. Contracts are based on an affordable one-year or multi-year subscription agreement, and the subscription includes unlimited licenses for the proposed SoundThinking applications.

ShotSpotter Application

The ShotSpotter application is used by Call Takers, Dispatchers, and Patrol Officers in the field. Real-time notifications of gunfire incidents are delivered to this app and includes the following data:

- Incident location (dot on the map, per the incident latitude and longitude)
- Type of gunfire (single round, multiple round)
- Unique identification number
- Date and time of the muzzle blast (trigger time)
- Nearest address of the gunfire location [1]
- Number of shots
- District identification
- Beat identification

Figure 1. ShotSpotter App in Dispatch View

A SoundThinking analyst may add other contextual information such as the possibility of multiple shooters, high-capacity weapons, full-automatic weapons, and the shooter's location related to a building (front yard, back yard, street, etc.). The report also includes an audit trail of the time the alert was published, acknowledged, and closed at the customer facility. All notes entered by Call Takers and Dispatchers added to the alert are time- and date-stamped with the operator's ID. For Patrol Officers, the alert includes an audio snippet of the incident.

[1] Based on the reverse geo-verification of the incident latitude and longitude, using commercially available GIS sources such as Google or customer-provided GIS data.

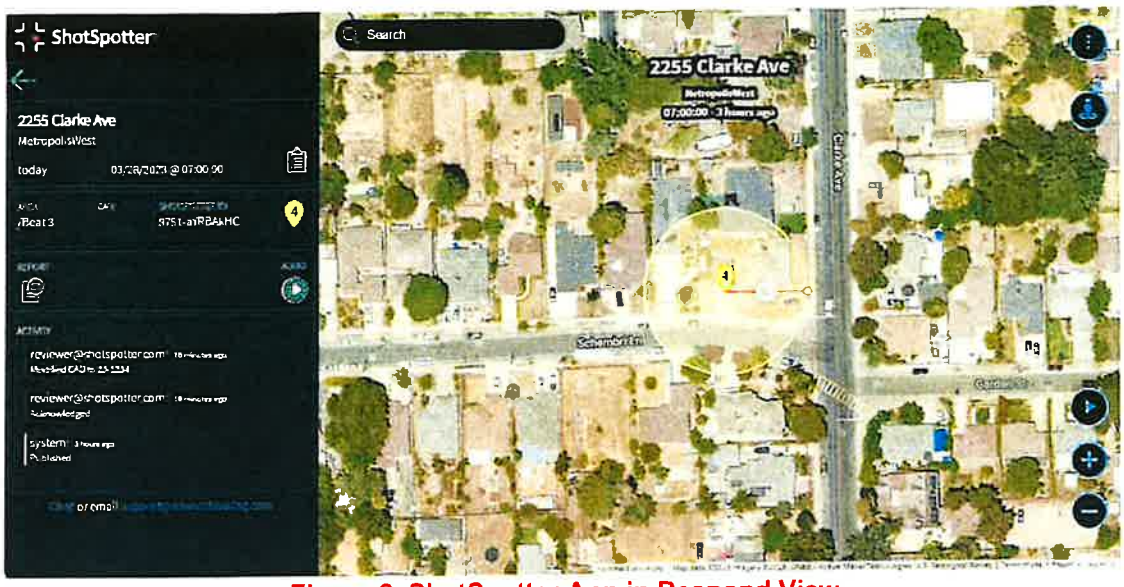


Figure 2. ShotSpotter App in Respond View

InSight™

InSight™ enables customers to explore details about prior gunshot incidents in their ShotSpotter coverage area and use the data for investigation and analysis. Crime analysts, investigators, and command staff can view, filter, sort, report, and transform historical gunshot data into meaningful insights, ultimately informing strategies for reducing gun violence.

InSight enables users to find and identify the incidents using an extensive array of filters for date, time, location, keywords, single vs. multiple gunshots, patrol areas, as well as shapes drawn on the map. The shape filters narrow a search for shooting incidents within a radius of a known address, across several blocks, or look for and monitor activity on both sides of a jurisdictional border. Saved reports retain common filter settings for quick retrieval (e.g., "District 4 Gunfire – Last 28 days").

Figure 3. InSight App

InSight shows how a shooting event unfolded by watching a shot-by-shot animation that details the location and sequence of each shot. The software also highlights other nearby incidents that may be potentially related based on its relative distance and time of occurrence.

InSight comes with a set of reports that make it easy to share incident data throughout an agency:

- The Investigative Lead Summary report give details of a shooting incident including audio, location, sequence, and timing of each shot fired. This report is often used to share incident audio and details with colleagues, aid investigators with collecting evidence at the scene of a shooting and conducting better interviews of witnesses, suspects, and victims, or attach to a case file.
- The Multi-Incident report provides a summary of shooting incidents broken out by single, multiple, and probable gunshot incidents as well as any non-gunfire incidents if they were included in the search. The summary is followed by details for each incident including the date, time, location, number of rounds, CAD ID, ShotSpotter ID, and other details.

For customized, ad hoc reporting and analysis, InSight can export incident data to other off-the-shelf products such as Microsoft Excel, Tableau, Google Earth, ArcGIS, and other tools.

Mobile Alerts

The ShotSpotter smartphone application delivers real-time gunfire alert data to smart phones and smart watches, available for use on iPhones and Android platforms. The ShotSpotter app displays the gunfire location as a dot-on-a-map and the data also includes the number of rounds fired and access to the incident audio.

Figure 4. Smartwatch Notification

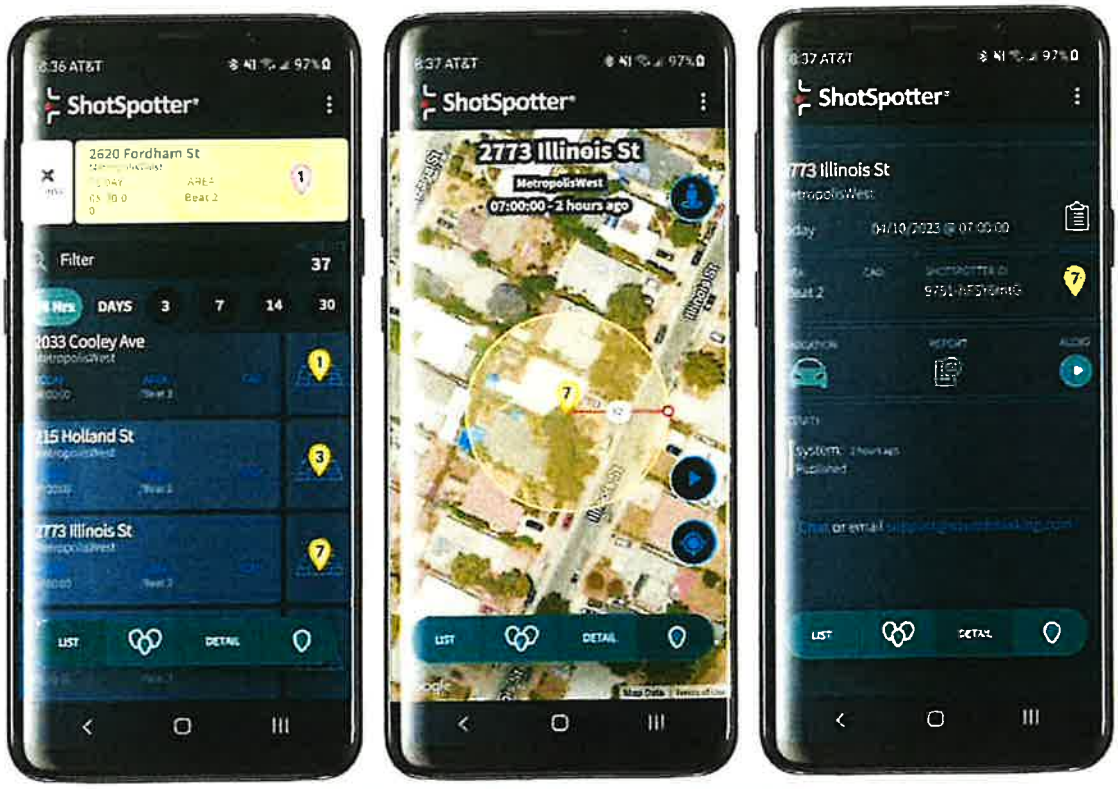
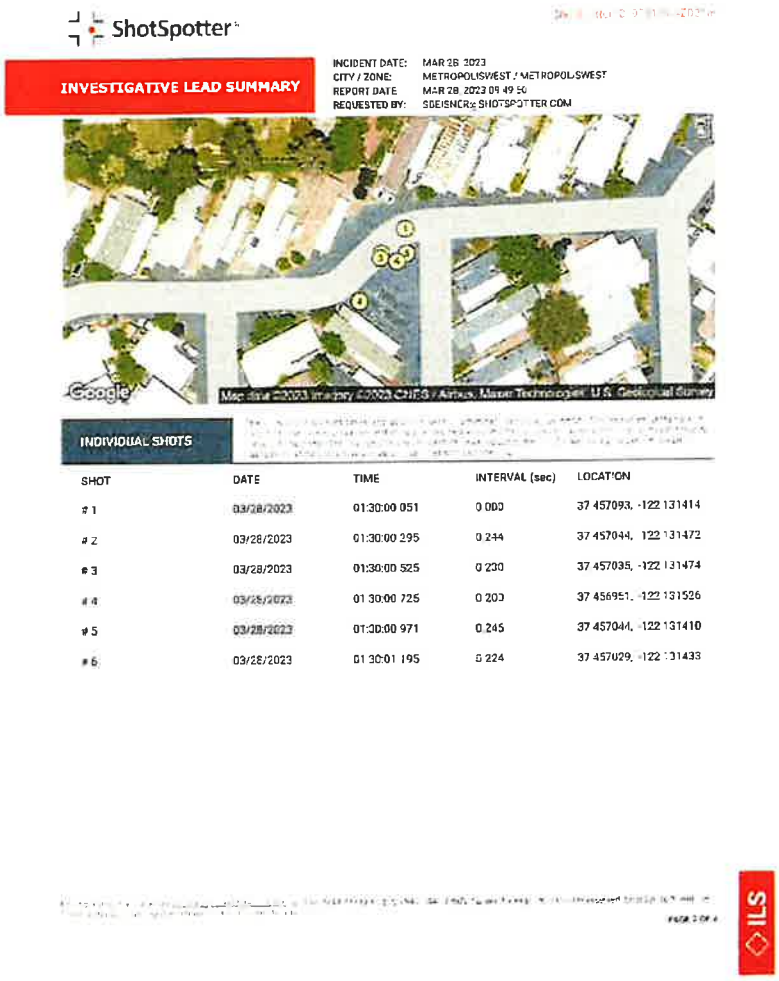


Figure 5. ShotSpotter Smartphone App

Investigative Lead Summary

The ShotSpotter Investigative Lead Summary (ILS) is an on-demand report that provides useful details about the location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs through a single click of a button within the mobile, web, or desktop ShotSpotter and InSight applications.

The ILS will fulfill the majority of law enforcement agency needs, particularly in situations where a report is not intended for presentation to court (since the ILS report is electronically produced, it is not court admissible).


ShotSpotter

INVESTIGATIVE LEAD SUMMARY

INCIDENT DATE: MAR 28 2023
CITY / ZONE: METROPOLISWEST / METROPOLSWEST
REPORT DATE: MAR 28 2023 09 49 50
REQUESTED BY: SDEISNER@SHOTSPOTTER COM

INDIVIDUAL SHOTS

SHOT	DATE	TIME	INTERVAL (sec)	LOCATION
# 1	03/28/2023	01:30:00 051	0 000	37 457093, -122 131414
# 2	03/28/2023	01:30:00 295	0 244	37 457044, -122 131472
# 3	03/28/2023	01:30:00 525	0 230	37 457035, -122 131474
# 4	03/28/2023	01 30:00 725	0 200	37 456951, -122 131526
# 5	03/28/2023	01:30:00 971	0 245	37 457044, -122 131410
# 6	03/28/2023	01 30:01 195	0 224	37 457029, -122 131433

ILS

Figure 6. ShotSpotter Investigative Lead Summary (ILS)

Detailed Forensic Reports and Expert Witness Testimony

In nearly all the criminal proceedings in which our experts have been called to testify, SoundThinking has produced detailed, round-by-round analysis of the timing and location of the shots fired by one or more weapons. To the best of our knowledge, no other acoustic-based gunshot detection system has been accepted in a court of law as providing this kind of forensic evidence.

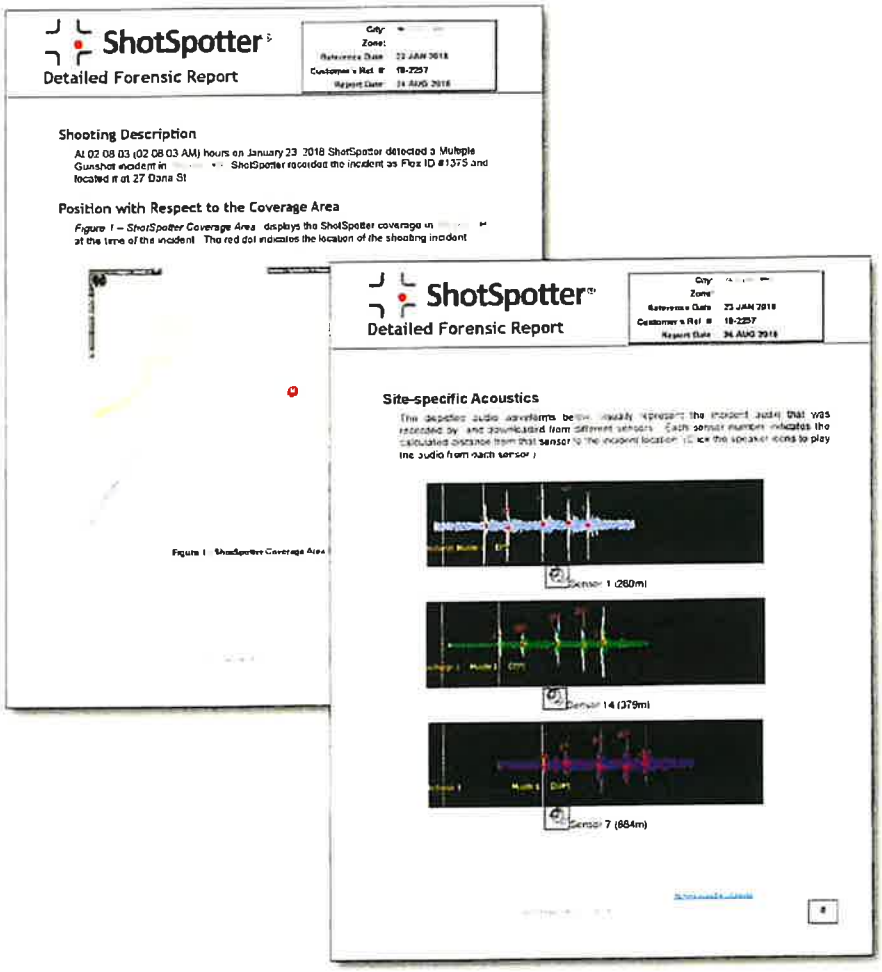


Figure 7. ShotSpotter Detailed Forensic Report (DFR)

SoundThinking data supports detailed forensic analysis of gunfire incidents, including:

- Weapon type (e.g., automatic vs. semi-automatic)
- Number of rounds fired
- Possibility of multiple shooters

Unlike the ILS, the DFR is a court-admissible document prepared by our forensic engineers. The DFR is intended to be used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondarily, DFRs are available for use by law enforcement to obtain search warrants or to investigate Officer Involved Shootings. DFRs are

available upon written request, and our goal is to deliver all DFRs within ten business days of the request.

To support prosecutions, audio snippets provide powerful demonstrative evidence to prosecutors and allow jurors to gain a deeper understanding of the victims' experience of the incident. For prosecutors who wish to have a SoundThinking expert witness testify regarding a DFR, to help interpret and clarify crime scene activity derived from ShotSpotter data, or provide other forensic consultation services, these services are available for an hourly fee.

In 20 states and in the District of Columbia, SoundThinking evidence and SoundThinking expert witness testimony have been successfully admitted in over 200 court cases. ShotSpotter forensic evidence has prevailed in 25 Frye and Daubert challenges throughout the United States.

Notifications API

The Notifications API allows client applications to receive accurate, timely details about ShotSpotter gunfire alerts, including precise latitude and longitude (geolocation), GPS-synchronized timestamps, incident audio, and situational context provided by the 24/7/365 Incident Review Center. Typical integrations include:

- Real-Time Crime Center (RTCC)
- Video Management Systems (VMS)
- Computer-Aided Dispatch (CAD) systems
- Records Management Systems (RMS)
- Automated License Plate Readers (ALPRs)
- Crime analysis and statistics packages (including COMPSTAT software)

Each Notifications API license pack is available for an annual subscription fee that includes:

- Up to three (3) interfaces
- Establishing an instance of the API for the Department on SoundThinking-hosted servers
- Consulting with the Department and third parties to ensure the API operates according to the API specifications
- 24/7 alerts to up to three third-party interfaces
- Supporting the third party and Department as systems are upgraded

Additional API licenses can be purchased in packs of three interfaces.

Onboarding Services

Concurrent with the sensor design and deployment activities, SoundThinking will provide a series of onboarding services to prepare the Police Department to maximize the value of the ShotSpotter service. These standard onboarding steps will be refined to best serve the Department team and ShotSpotter users. SoundThinking onboarding services are designed to:

- Ensure successful ShotSpotter service activation (go-live)
- Ensure full use of the features and functions available with the ShotSpotter service
- Ensure that the Department's Best Practices are refined, as needed, to respond most effectively to the gun crime intelligence data being delivered for the coverage area
- Track and monitor the efficacy of the ShotSpotter service

SoundThinking has assembled a Customer Success Team of professionals with more than 275 years of combined law enforcement experience. The mission of this team of Consultants, Trainers, and Analysts is to maximize customer success with the ShotSpotter service. This team is available to our customers both pre- and post-production to advise, train, and guide them on the most effective use of the tools and services available with the ShotSpotter solution. The following provides a high-level overview of SoundThinking's standard Customer Onboarding Services, which will be tailored to support the Department.

Getting Started

Prior to contract execution, a SoundThinking Customer Success Director will work with the Department's project team to plan the onboarding process, beginning with an onsite Customer Kick-Off Meeting with all stakeholders. The teams will review the program objectives, lay out the key implementation steps, agree on a targeted activation date (go-live), and establish a protocol for ongoing communication throughout the onboarding process. SoundThinking will schedule biweekly status calls with the Department's Program Manager and other project leaders to maintain regular communication throughout the implementation process.

Best Practices

Early in the Customer Onboarding Process, SoundThinking's Customer Success team, led by the assigned Customer Success Director, will work with the Department's Program Manager and other project leaders to schedule, and conduct a series of Best Practices sessions. These sessions will assist the Department in establishing response protocols and procedures to manage the gunshot alerts and gun crime intelligence data that will be provided upon activation of the ShotSpotter service. SoundThinking will customize and conduct these sessions for each of the following groups of users involved in the gun violence reduction program in the targeted coverage area:

- Program Management
- Dispatch/Communications
- Field Operations/Patrol
- Investigations
- Prosecution
- Intelligence & Crime Analysis

User Training

SoundThinking will assign a Customer Success Director to the Department to ensure that we deliver consistent, quality best practices training based on the Department's needs to maximize the value of our service. The Customer Success Director will remain engaged with the Department for the duration of our relationship. In preparation for the planned cutovers, SoundThinking will assign a Trainer to the Department to train each group of users on the SoundThinking applications, including ShotSpotter, Dispatch, Administrative Portal, and InSight. The Trainer will conduct a Training Orientation with the Department's Program Manager to ensure all users are properly trained on the relevant applications. SoundThinking's Trainer will work with the Department to tailor a training program that addresses the unique needs and/or scheduling constraints of the Department users. The training will be performed through a combination of remote instructor-led live training, train-the-trainer, and on-line recorded computer-based training.

Agency Metrics/KPIs (Key Performance Indicators)

Customer Success team members, led by the assigned Customer Success Director, will work with the Department's Program Manager and Command staff to review, define, and adopt a set of agency metrics, or Key Performance Indicators (KPIs), to establish and monitor the efficacy of the ShotSpotter service and related agency Best Practices. It is important to ensure that the agency and all stakeholders have visibility (and routines in place) to track the program metrics or KPIs needed to monitor the status of the program and to make informed decisions regarding resources, response protocols, and the best practices to drive success.

Onsite Support During Service Activation (Go-Live)

On the day of ShotSpotter service activation to a live production status, the Customer Success Director will be on site to ensure that the transition is smooth, that the established best practices are being implemented as planned, and that user questions are answered quickly. Prior to cutover, SoundThinking's team will facilitate an introduction to the SoundThinking Support organization to review the support process and introduce the designated Technical Support Engineer to the Department. Following service activation, the designated Technical Support Engineer will facilitate a series of Status Calls with the Department to review the performance of the service. The Customer Success Director will continue to work with the Department to review and results being achieved by each group of users involved in the gun violence reduction program.

Ongoing Customer Support

Customers can use the monthly scorecard in the InSight app to communicate details on system performance and our service, including the number of Gunshot Alerts, Misses, Mislocated Incidents, Misclassified Incidents, and other useful metrics. A designated SoundThinking Technical Support Engineer reviews service requests and reported issues monthly and is available to discuss and address any concerns.

SoundThinking standard customer support includes 24/7 assistance with user accounts, software interface, tools, features, incident (re)classification, and review. Tier 1 Support is provided by our Incident Review Center (IRC). IRC staff have extensive experience with SoundThinking applications and provide real-time support of basic issues, and first level of support for information gathering and triage for advanced troubleshooting by Tier 2 Support. The Tier 2 Support Team comprises technically advanced, experienced Customer Support professionals who are responsible for advanced levels of troubleshooting and analysis, IT support, mapping issues, etc.

Support Level	Tier 1 Support (IRC)	Tier 2 Support (Customer Support)
Features	• Login support • Report a misclassification • Report a missed incident • Report a mislocated incident • Basic audio request • General/application questions • Request for ILS	Normal Support: • Analysis of missed gunshots • Detailed audio search • Performance analysis • Integration issues Critical Support: • System outage
Hours of Operation	24/7/365	Normal Support: 5 am – 11 pm Pacific Time Zone Escalation: 24/7/365

Customer References

SoundThinking has more than 135 ShotSpotter customers covering over 1,000 square miles. SoundThinking is the leader in the development and deployment of wide area acoustic gunshot detection and location systems. Today, SoundThinking provides gunshot detection and location services to law enforcement agencies across the country. Among these are:

- New York, NY
- Chicago, IL
- Milwaukee, WI
- Minneapolis, MN
- Boston, MA
- Miami, FL
- San Francisco, CA
- Denver, CO
- Fresno, CA
- Washington, DC
- Albuquerque, NM
- Las Vegas, NV
- Detroit, MI
- Pittsburgh, PA
- Houston, TX

Proposed Coverage Areas

ShotSpotter is deployed to provide coverage for one or more specified areas, each bounded by a specific coverage area perimeter. SoundThinking will design the final coverage area based upon the Department's requirements and based upon analysis of historical crime data. The areas delineated by a red boundary in the image below are rough estimates of the proposed coverage areas based on analysis of the Department-provided crime data as described below and the Department's specifications; please note, the final coverage area may vary. SoundThinking will collaborate with Department stakeholders to determine the final coverage boundaries and any resulting adjustments to the proposal to address the Department's needs and priorities.

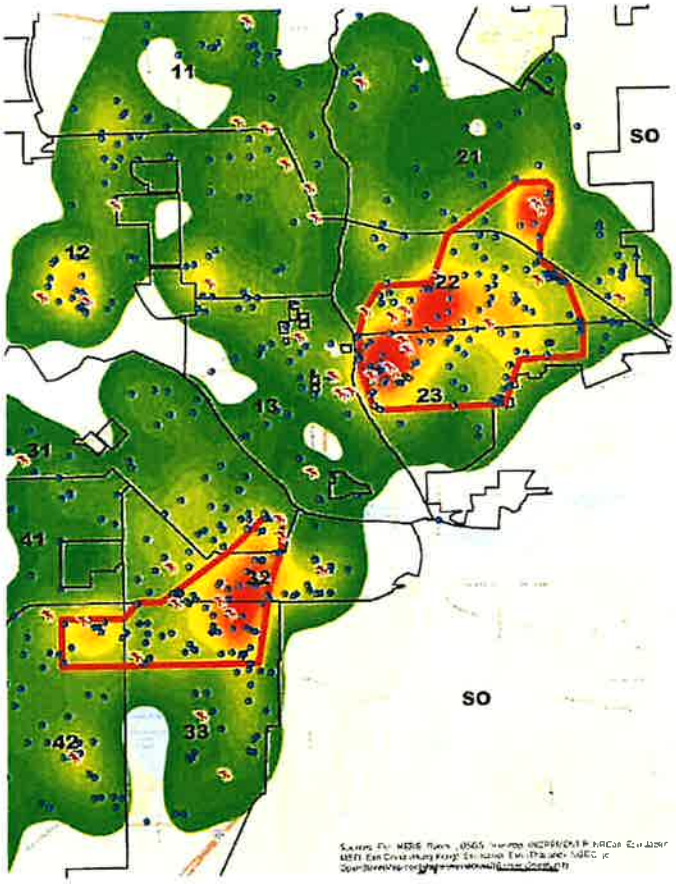


Figure 8. Proposed ShotSpotter Coverage Areas Total = 3.0 square miles

Using the data provided by the Department for January 1, 2021 through April 30, 2023, the map above depicts the preliminary coverage boundaries. The heat map in Figure 9: Proposed ShotSpotter Coverage Areas depicts the following within the total 3.0 square mile coverage areas (outlined in red):

Icon	Crime Type Definition	Quantity	Percentage of Totals
	Homicide	21	43.8%
	Shooting / Drive-By Shooting	226	33.6%
Heat Map	Calls for Shots Fired	1,152	32.9%

Pricing

SoundThinking is offering to waive the ShotSpotter One-Time Service Initiation fee as well as the annual Notifications API subscription fee for Year 1 contingent upon SoundThinking receiving a signed three-year contract by December 31, 2023.

3.0 mi² Coverage Area – One-Year Term

Product	Contract Term	Coverage Area Size	One-Time Fees (Service Initiation & Onboarding)	Annual Subscription Fee*	Total
ShotSpotter	One Year	3.0 mi²	$40,000	$210,000	$250,000
Notifications API	One Year	N/A	N/A	$9,500	$9,500
				Annual Total	**$259,500**

*The current annual ShotSpotter subscription fee is $70,000 per square mile.

3.0 mi² Coverage Area – Three-Year Term

	Year 1	Year 2	Year 3	Total
ShotSpotter One-Time Service Initiation and Onboarding Fees	$40,000	N/A	N/A	$40,000
ShotSpotter Annual Subscription Fees*	$210,000	$210,000	$210,000	$630,000
Notifications API Annual Subscription Fees	$9,500	$9,500	$9,500	$28,500
ShotSpotter One-Time Service Initiation Fee Waiver**	($30,000)	N/A	N/A	($30,000)
Notifications API Annual Subscription Fee Waiver***	($9,500)	N/A	N/A	($9,500)
Annual Totals	**$220,000**	**$219,500**	**$219,500**	**$659,000**

*The current annual ShotSpotter subscription fee is $70,000 per square mile.

**Fee waiver contingent on a minimum three-year contract commitment. Please refer to the Pricing Assumptions for details.

***Fee waiver for Year 1 contingent on SoundThinking receiving a minimum three-year contract commitment by December 31, 2023.

Forensic Consultation Services

Forensic Consultation Service Fee (Expert Witness Services) $350/hour

Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Payment Terms

Payment for the service initiation, onboarding, subscription, and interface license shall be as follows:

One-Year Payment Terms

- 50% of fees due upon execution of agreement ($129,750)
- 50% of fees due upon ShotSpotter service activation (live) status ($129,750)

Three-Year Payment Terms

- 50% of fees due upon execution of agreement ($110,000)
- 50% of fees due upon ShotSpotter service activation (live) status ($110,000)
- 100% of Year 2 fees due prior to first anniversary of ShotSpotter live status ($219,500)
- 100% of Year 3 fees due prior to second anniversary of ShotSpotter live status ($219,500)

Expert Witness Testimony Services are available upon request and billed separately at the above rate.

General Pricing Assumptions

This pricing is submitted based on the following assumptions:

- Services will be delivered under the terms of the SoundThinking Master Services Agreement and its Exhibits and Addenda, to which this Proposal will be attached as Exhibit A (sample attached).
- This pricing does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended price quotation upon request.
- This proposal and all pricing contained herein remains valid for ninety (90) days from the date of this proposal.

ShotSpotter Pricing Assumptions

- The Multi-Year Term Commitment discount will be applied to the one-time ShotSpotter Service Initiation fees and is contingent upon SoundThinking receiving a three-year term commitment allowing us to invoice automatically for each annual subscription term over the three years of the agreement, without any requirement for obtaining additional approvals, purchase orders, or notifications.
- The Pueblo Police Department will provision network access to meet SoundThinking minimum specifications and requirements for all computers (PCs and MDCs) that will access the ShotSpotter service.

Notifications API License Pricing Assumptions

- The Notifications API License is a recurring annual subscription fee which includes up to three interfaces. Fees do not include costs required from other vendors to implement or support the planned interfaces.
- SoundThinking will waive the annual fee for Year 1 contingent upon SoundThinking receiving a signed three-year ShotSpotter agreement by December 31, 2023. The Notifications API License will be chargeable should Pueblo opt for a one- or two-year term only.

ADDENDUM ONE - SHOTSPOTTER® SUPPLEMENTAL TERMS

This Addendum One ("Addendum One") to the SoundThinking™, Inc. Master Services Agreement (the "Agreement") by and between SoundThinking, Inc. ("SoundThinking") and the City of Pueblo, CO ("Customer") is effective as of the last date of signature below.

The following provisions are expressly added to and made a part of the Agreement for the purposes of further defining the ShotSpotter® Subscription Services and terms of use. All terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this Addendum One and the Agreement, this Addendum One shall control:

In consideration of the Parties' mutual covenants and promises set forth in this Addendum One, the Parties Agree as follows:

Section 2 DEFINITIONS

ShotSpotter

Insight means the internet portal to which Customer will have access to Reviewed Alerts with respect to the ShotSpotter® Gunshot Detection, Location, and Forensics System.

Coverage Area means the area in square miles covered by the ShotSpotter Services as set forth in Exhibit A and increase to the Coverage Area as agreed to in writing between the Parties.

Reviewed Alerts means the data reviewed by SoundThinking's incident review staff related to gunfire incidents detected by the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service.

Section 3 SUBSCRIPTION SERVICES

ShotSpotter

B. SoundThinking will install the ShotSpotter System in the Coverage Area specified in Exhibit A attached to the Agreement. SoundThinking will host the Subscription Services and may update the functionality and Software of the Subscription Services from time to time at its sole discretion and in accordance with the Agreement and this Addendum One.

C. SoundThinking will be responsible for determining the location(s) for installation of acoustic sensor(s) (the "Sensors") that detect gunshot-like sounds, and obtaining permission from the premises owner/property manager/lessee. SoundThinking owns, and is responsible for maintenance of the Sensors.

D. The ShotSpotter System acoustic Sensor may use wired, wireless, or cellular wireless communications which necessitates the existence of a real-time data communications channel from each Sensor to the SoundThinking hosted servers via a commercial carrier.

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

The unavailability or deterioration of the quality of such wired, wireless, or wireless cellular communications may impact the ability of SoundThinking to provide the Subscription Services. In such circumstances SoundThinking will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary. In the event SoundThinking is unable to do so, SoundThinking will terminate the ShotSpotter Subscription Services and refund a pro-rata portion of the annual Subscription Services fee to Customer.

E. SoundThinking will provide Customer with user documentation, online help, written or recorded video training material, and other applicable documentation (as available).

F. SoundThinking will provide reasonable efforts to respond via email to requests for support relating to incident classification as defined in the Support Level Matrix provided at Attachment A.

G. During the term of the Agreement, SoundThinking will provide real-time gunfire analysis and alert services. After an explosive (or impulsive) sound triggers enough Sensors that an incident is detected and located, audio from the incident is sent to SoundThinking's Incident Review Center (IRC) via secure, high-speed network connections for real-time qualification. Within seconds, a SoundThinking professional reviewer analyzes audio data and recordings to confirm gunfire or explosions. The qualified alert is then sent directly to the Customer's dispatch center, PSAP, mobile/patrol officers, and any other relevant safety or security personnel, as determined by the Customer. The SoundThinking IRC will review gunfire incidents as further defined in Attachment A to this Addendum One.

H. The ShotSpotter Subscription Services shall consist of (i) providing access to the Customer of Reviewed Alerts delivered via the Insight password-protected internet portal and user interface supplied by SoundThinking; (ii) providing Customer access to historical Reviewed Alerts and incident information via the ShotSpotter Software; and (iii) other services as specified in the Agreement and its Exhibits or this Addendum One.

I. SoundThinking will use commercially reasonable efforts to respond to support requests as set forth in the Support Level Matrix provided at Attachment A to this Addendum One. These requests may be made to SoundThinking through one of the following methods: 1) email to support@soundthinking.com; 2) Live Chat through the ShotSpotter Subscription Services applications: 3) A phone call to SoundThinking's Customer Support organization at 888.274.6877, option 4. These are the only methods SoundThinking will receive and respond to support requests.

Tier 1 (as defined in the Support Matrix included at Attachment A). A SoundThinking Customer Support specialist will be responsible for receiving Customer reports of missed incidents, or errors in the Subscription Services, and, to the extent practicable over email or telephone, making commercially reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved within 24 hours, requiring further research and troubleshooting, SoundThinking will use commercially reasonable efforts to resolve the issue within seventy-two (72) hours of

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

receipt of the report. In the event that the ShotSpotter Subscription Service is fully nonfunctional, and it is not due to power outage or other reasons that are outside of SoundThinking's control, SoundThinking will work continuously to restore functionality of the Subscription Services in accordance with the standard ShotSpotter user documentation provided with the Subscription Services as soon as reasonably possible, and no later than seventy-two (72) hours of receipt of the report.

J. FORENSIC REPORTS.

i. Investigative Lead Summary ("ILS"). SoundThinking provides an on-demand report available through the ShotSpotter Respond Application. The Investigative Lead Summary (ILS) provides useful details about the approximate location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs via the mobile, web, or desktop ShotSpotter Respond application (machine-generated). The ILS is not intended to be a court-admissible document.

ii. Detailed Forensic Report ("DFR"). If requested by Customer, SoundThinking will provide a DFR for any ShotSpotter-detected incidents, including Reviewed Alerts. The DFR is intended to be a court-admissible document used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondarily, the DFR is available for use by law enforcement to obtain a search warrant or to investigate an Officer Involved Shooting.

DFRs must be requested in writing and addressed to the SoundThinking Customer Support Department. Requests may be submitted via the Forensics Services page under the Law Enforcement tab on SoundThinking's website (www.soundthinking.com). SoundThinking will use commercially reasonable efforts to provide a DFR within ten (10) business days of receipt of the request.

K. EXPERT WITNESS SERVICES.

SoundThinking offers reasonable expert witness services, including Reviewed Alerts, for an hourly fee as set forth in Exhibit A of the Agreement, as well as reimbursement of all travel and per diem costs. If requested to provide such services, SoundThinking will invoice the Customer for the number of hours expended to prepare for and provide expert witness testimony, and actual travel expenses, upon completion of the services. Customer understands that SoundThinking undertakes to provide individuals whose qualifications are sufficient for such services, but does not warrant that any person or his or her opinion will be accepted by every court. SoundThinking requires at least fourteen (14) days prior notice of such a requirement in writing from the Customer. Customer must include dates, times, specific locations, and a point of contact for SoundThinking personnel. Due to the nature of legal proceedings, SoundThinking cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which Customer desires. Payment for expert witness services described shall be due and payable when services are rendered regardless of the outcome of the proceedings.

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

Section 5 LICENSE AND OWNERSHIP

ShotSpotter Data

A. Rights in Data.

SoundThinking shall own and have the unrestricted right to use the ShotSpotter Data, as that term is defined in the Agreement, for internal purposes such as research or product development. SoundThinking may provide, license, or sell the ShotSpotter Data on an aggregated basis to third parties (excluding press or media) to be used for research or analytical purposes, or for law enforcement and/or security purposes.

SoundThinking will not release or disseminate to any person or entity ShotSpotter Data related to or consisting of specific forensic or law enforcement sensitive incident information pertaining to any active inquiry, investigation, or prosecution, unless in response to a valid order or subpoena issued by a court or other governmental body, or as otherwise required by law. SoundThinking will not release, sell, license, or otherwise distribute the gunfire alert ShotSpotter Data to the press or media without the prior express written consent of an authorized representative of the Customer.

Customer shall have the unrestricted right to download, make copies of, distribute, and use the ShotSpotter Data within its own organization, exclusively for its own internal purposes, and for purposes of detecting and locating gunfire, routine archival recordkeeping, evidence preservation, and investigative, or evidentiary, and prosecutorial purposes, and for community engagement and community services initiatives. Customer shall not provide to, license the use of, or sell the ShotSpotter Data to any third parties, which restriction will not pertain to the collaboration with other law enforcement agencies for the purposes of investigating and prosecuting crimes detected by the ShotSpotter Subscription Service; (ii) government or non-governmental entities focused on the support of victims of gun crime in the local community; or (iii) entities focused on local community outreach and/or violence intervention.

Section 6 CONFIDENTIALITY AND PROPRIETARY RIGHTS

SoundThinking Privacy Policy

A. SoundThinking Privacy Policy.

With respect to the ShotSpotter Subscription Services, SoundThinking has structured its technology, processes and policies in such a way as to minimize the risk of privacy infringements from audio surveillance while still delivering important public safety benefits to its customers. These efforts to maintain privacy include the following:

1) SoundThinking will not provide extended audio to customers beyond the audio snippet (1 second of ambient noise prior to a gunshot, the gunshot audio itself,

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

and 1 second after the incident). SoundThinking will vigorously resist any subpoena or court order for extended audio that goes beyond an audio snippet.

2) SoundThinking will not provide a list or database of the precise location of Sensors to police or the public if requested and will challenge any subpoenas for this location data.

Section 7 LIMITED WARRANTIES

ShotSpotter Subscription Services and Software Additional Limited Warranties and Disclaimers

A. The ShotSpotter Subscription Services are not designed, sold, or intended to be used to detect, intercept, transmit, or record oral or other communications of any kind. SoundThinking cannot control how the ShotSpotter Subscription Services are used, and, accordingly, SoundThinking does not warrant or represent, expressly or implicitly, that use of the ShotSpotter Subscription Services will comply or conform to the requirements of federal, state, or local statutes, ordinances, and laws, or that use of the ShotSpotter Subscription Services will not violate the privacy rights of third parties. Customer shall be solely responsible for using the ShotSpotter Subscription Services in full compliance with applicable law and the rights of third persons.

B. SoundThinking does not warrant or represent, expressly or implicitly, that the ShotSpotter System or its use will: result in the prediction or prevention of crime, apprehension or conviction of any perpetrator of any crime, or detection of any criminal; prevent any loss, death, injury, or damage to property due to any reason including the discharge of a firearm or other weapon; or in all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area; or that the ShotSpotter-supplied network will remain in operation at all times or under all conditions.

C. SoundThinking expressly disclaims, and does not undertake or assume any duty, obligation, or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, the ShotSpotter Subscription Services, or Reviewed Alerts provided by SoundThinking, or for any consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Customer to determine appropriate decisions, actions, reactions, or responses, including whether or not to dispatch emergency responder resources. The Customer hereby expressly assumes all risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the Customer in reliance, in whole or in part, on the ShotSpotter Subscription Services provided by SoundThinking, including any death, injury, or loss or damage to any property.

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 OF THE AGREEMENT AND THIS ADDENDUM ONE, SOUNDTHINKING MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY, SUITABLITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE PARTIES HERETO HAVE EXECUTED THIS ADDENDUM ONE CONTEMPORANEOUSLY WITH THE AGREEMENT.

CITY OF PUEBLO, CO

Accepted By (Signature)

Printed Name

Title

Date

Approved as to Form:

Accepted By (Signature)

Elizabeth Sexton Drake
Printed Name

Assistant City Attorney
Title

11·29·2023
Date

SOUNDTHINKING, INC.

Accepted By (Signature)

Roxanne Lemer
Printed Name

Director of Contracts
Title

Date

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

ATTACHMENT A – SERVICE LEVEL AGREEMENT

ShotSpotter® Gunshot Detection, Location System

Reviewed Alert Service Levels

Summary

Under the terms and conditions of the SoundThinking Master Services Agreement and this Addendum One between SoundThinking, Inc. ("SoundThinking") and Customer, SoundThinking commits to meet or exceed the following Service Level Agreement (SLA) standards as it provides its ShotSpotter Gunshot Location Services[1]:

Service	SLA and Measurement
Gunshot Detection & Location	90% of unsuppressed, outdoor gunfire incidents, using standard, commercially available rounds greater than .25 caliber, inside the Coverage Area will be detected and located within 25 meters of the actual gunshot location.
Reviewed Alerts	90% of gunshot incidents will be reviewed and published in less than 60 seconds.
Service Availability	The ShotSpotter Gunshot Location System service will be available to the Customer 99.9% of the time with online access to ShotSpotter data, excluding scheduled maintenance windows.

Gunshot Detection & Location Performance

The ShotSpotter System will detect and accurately locate to within 25 meters of the actual gunshot location 90% of unsuppressed, outdoor gunshots fired inside the contracted coverage area using standard, commercially available rounds greater than .25 caliber.

Reviewed Alerts Service

SoundThinking's real-time Incident Review Center (IRC) will review at least 90% of all gunfire incidents within 60 seconds. This human review is intended to confirm or change the machine classification of the incident type, and, depending on the reviewer's confidence level that the incident is or may be gunfire, will result in an alert ("Reviewed Alert") sent to the Customer's dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter App), based on the following criteria:

Incident Type	Action
High confidence incident is gunfire	Reviewed Gunfire Alert, (Single Gunshot "SG" or Multiple Gunshots "MG") sent to Customer's dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter Respond App)
Uncertain if incident is gunfire or not	Reviewed Probable Gunfire ("PG") Alert sent to Customer's dispatch center, patrol car MDTs, and officer smartphones
Low confidence incident is gunfire	**No alert** will be sent; incident available for Customer review in the incident history available through Insight

[1] See attached "ShotSpotter – Definition of Key Terms" for a complete definition of terms associated with this SLA and further details in the expanded definitions listed below the Summary. The basis for this SLA and performance measurement will be total gunshot incidents as defined by the Definition of Key Terms.

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

Reviewed Alerts are sent to the Customer's dispatch center, patrol car MDTs, and officer smartphones. Information in a Reviewed Alert will include the following:

- "Dot on the map" with latitude and longitude indicating the location of the incident.
- Parcel address closest to location of the incident.
- When available, additional situational awareness data points may be included, such as:
  - Qualitative data on the type/severity of incident: Fully automatic, High Capacity
  - Other comments (if any)

The ShotSpotter Respond App, and Insight provide the Customer with full and immediate access to incident history including information SoundThinking uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This data access is available as long as the Customer is under active subscription.

Service Availability

The ShotSpotter System[2] will be able to detect gunfire and available to users with online access to ShotSpotter data 99.9% of the time, on a 24x7 by 365 day per year basis, excluding: a) scheduled maintenance periods which will be announced to Customer in advance; b) select holidays; and c) third party network outages beyond SoundThinking's control.

Customer SLA Credits

Each Service Level measurement shall be determined quarterly, the results of which will be reviewed during the periodic account review meetings with Customer. For each calendar quarter that SoundThinking does not meet at least two of the three above standards, a fee reduction representing one free week of service (for the affected Coverage Area) for each missed quarter shall be included during a future Customer renewal.

Service Level Exclusions and Modifications

SoundThinking takes commercially reasonable efforts to maintain Service Levels at all times. However, Service Level performance during New Year's Eve and Independence Day and the 48-hour periods before and after these holidays, are specifically excluded from Service Level standards. During these excluded periods, because of the large amount of fireworks activity, SoundThinking uses fireworks suppression techniques[3].

---

[2] ShotSpotter Subscription Service includes all database, applications, and communications services hosted by SoundThinking, Inc. at our data center and specifically exclude Customer's internal network or systems or 3rd party communications networks, e.g. Verizon, AT&T, Sprint/T-Mobile, or Customer's Internet Service Provider.
[3] SoundThinking will put the ShotSpotter System into "fireworks suppression mode" during this period in order to reduce the non-gunfire incidents required for human classification. SoundThinking will formally inform the Customer prior to the System being placed in fireworks suppression mode and when the mode is disabled. While in fireworks suppression mode, the incident alerts determined to be fireworks are not sent to the reviewer nor the Customer dispatch center, patrol car MDTs, and officer smartphones; however, these non-gunfire incidents will continue to be stored in the database for use if required at a later time.

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

The SoundThinking sensors send incident information to the SoundThinking cloud via third party cellular, wireless or wired networks. SoundThinking is not responsible for outages on the third-party networks.

Service Failure Notification

Should SoundThinking identify any condition (disruption, degradation or failure of network, cloud, servers, sensors etc.) that impacts SoundThinking's ability to meet the Gunshot Detection & Location standard (above), SoundThinking will proactively notify the Customer with: a) a brief explanation of the condition; b) how the Customer's service is affected; and c) the approximate timeframe for resolution. SoundThinking will also notify the Customer once any such condition is resolved.

Customer Responsibilities

The purpose of the Reviewed Alert service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. SoundThinking does not assume any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by SoundThinking.

Customer must inform SoundThinking when Verified Incidents of gunfire are missed by the ShotSpotter System in order to properly calculate Performance Rate, as defined below.

Customer is responsible for providing any required workstations, mobile devices and internet access for the Customer's dispatch center, patrol car MDTs, and officer smartphones, or Insight.

Support Level Matrix

Support Level	Tier 1 Support (IRC)	Tier 2 Support (Customer Support)
Features	• Login support • Report a misclassification • Report a missed incident • Report a mislocated incident • Basic audio request • General/application questions • Request for ILS	Normal Support: • Analysis of missed gunshots • Detailed audio search • Performance analysis • Integration issues Critical Support: • System outage
Hours of Operation	24x7x365	**Normal Support: 5 am – 11 pm Pacific Time Zone** **Escalation: 24x7x365**

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

ShotSpotter – Definition of Key Terms

The ShotSpotter System will provide data for correct detection and accurate location for ninety percent (90%) of detectable (outdoor, unsuppressed) community gunfire which occurs within a coverage area, the "Coverage Area", provided the measurement is Statistically Significant, as defined below. This performance rate shall be calculated as a percentage as follows:

$$Performance\ Rate = \frac{NumberAccuratelyLocated}{(NumberAccuratelyLocated + NumberNotDetected + NumberMislocated)}$$

where the "*Performance Rate*" is a number expressed as a percentage, "*NumberAccuratelyLocated*" is the number of "Gunfire Incidents" occurring within the Coverage Area during the specified period for which the ShotSpotter System produced an Accurate Location, *NumberMislocated* is the number of Verified Incidents (a "Verified Incident" is an incident where Customer has physical or other credible evidence that gunfire took place) for which the ShotSpotter System produced an inaccurate location (i.e., a Mislocated Incident), and *NumberNotDetected* is the number of Verified Incidents for which the ShotSpotter System failed to report a location at all (i.e., Missed Incidents).

An "Accurate Location" shall mean an incident located by the ShotSpotter System to a latitude/longitude coordinate that lies within a 25-meter radius of the confirmed shooter's location (25 meters = approximately 82 feet). "Detectable Gunfire" incidents are unsuppressed discharges of ballistic firearms which occur fully outdoors in free space (i.e. not in doorways, vestibules, windows, vehicles, etc.) using standard commercially available rounds of caliber greater than .25.

ShotSpotter Review Period is measured as the period commencing when the Incident Review Center (IRC) receives the alert and the first audio download to the time it is published to the customer.

ShotSpotter System performance is guaranteed after a "Statistically Significant" set of incidents has been detected in accordance with timeframes set forth herein and following DQV and commercial system acceptance. The ShotSpotter System is designed to detect gunfire which is typically well distributed throughout the Coverage Area; however, performance should not be construed to mean that 90% of gunfire fired at any given location within the Coverage Area will be detected and located within the guaranteed accuracy.

The ShotSpotter System is not a "point protection" system and is therefore not designed to consistently detect gunfire at every single location within the Coverage Area, but rather to Accurately Locate 90% of the Detectable Incidents in aggregate throughout the entire Coverage Area. There may be certain locations within the Coverage Area where obstacles and ambient noise impede and/or overshadow the propagation of acoustic energy such that locating the origin at those positions is inconsistent or impossible. The Performance Rate calculation is thus specifically tied to the Community Gunfire across the entire Coverage Area.

Statistically Significant shall be defined as measurements and calculations which shall be performed as follows: (a) Across an entire Coverage Area; (b) Aggregating over a period of at least 30 days under weather conditions seasonally normal for the area; and (c) Provided that the total number of gunfire incidents being counted is equal to or greater than: (i) thirty (30) incidents for systems of up to three (3) square miles of Coverage Area, or (ii) ten (10) incidents multiplied by the number of square miles of Coverage Area for systems where one or more Coverage Areas are three (3) square miles or larger.

Copyright © 2023 SoundThinking, Inc. – Confidential
All rights reserved under the copyright laws of the United States

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 11, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Jerry Pacheco Executive Director Pueblo Urban Renewal Authority

SUBJECT: A RESOLUTION APPROVING THE PUEBLO URBAN RENEWAL AUTHORITY VENDOR FEE BUDGET FOR THE PUEBLO CONVENTION CENTER AND THE MEMORIAL HALL CAPITAL PROJECTS AND MAINTENANCE FUND, FOR THE CALENDAR YEAR 2024, COMMENCING JANUARY 1, 2024 AND ENDING THE LAST DAY OF DECEMBER 2024.

SUMMARY:

This resolution approves the 2024 Vendor Fee Budget for the Pueblo Convention Center and the Memorial Hall Capital Projects and Maintenance fund.

PREVIOUS COUNCIL ACTION:

Council approval of the Vendor Fee budget for the Pueblo Convention Center and Memorial Hall Capital Projects and Maintenance fund is completed annually.

BACKGROUND:

Section 14-4-17 of the City of Pueblo's Code of Ordinances authorizes the use of the "Vendor Fee" or 3.3% of City's sales tax revenue, for the purposes of operations and maintenance of the Pueblo Convention Center and Memorial Hall, subject to City Council approval.

FINANCIAL IMPLICATIONS:

Approval of the resolution will budget $3,191,586.00 in 2024 Vendor Fee revenue towards the following purposes:

- $875,962.50 for the payment of debt service on the Memorial Hall and Pueblo Convention Center Bonds $635,000.00 principle and $240,962.50 interest
- $2,265,092 for the Operation and Maintenance of the Pueblo Convention Center ($1,215,092), the Asset Management Fee ($350,000.00), and Capital repair and maintenance expenditures ($700,000.00);
- $20,000 for the Maintenance of the Memorial Hall
- $30,801.50 transfer to the Redemption Account

BOARD/COMMISSION RECOMMENDATION:

The 2024 Budget was reviewed by the PURA Board and was approved at the Regular Meeting of the PURA Board of Commissioners on November 14, 2023. Pueblo City Council first reviewed this budget at the December 11, 2023 Work Session.

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

None

RECOMMENDATION:

Approval of the resolution

ATTACHMENTS:

1. BUDGET 2024 Vendor Fee

RESOLUTION NO. 15447

A RESOLUTION APPROVING THE PUEBLO URBAN RENEWAL AUTHORITY VENDOR FEE BUDGET FOR THE PUEBLO CONVENTION CENTER AND THE MEMORIAL HALL CAPITAL PROJECTS AND MAINTENANCE FUND, FOR THE CALENDAR YEAR 2024, COMMENCING JANUARY 1, 2024 AND ENDING THE LAST DAY OF DECEMBER 2024.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Pueblo Urban Renewal Authority (the "Authority") fiscal year 2024 Vendor Fee Budget, a copy of which is attached hereto, is hereby approved.

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 implement the policies and procedures described herein.

SECTION 3.

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

INTRODUCED: December 11, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____

PUEBLO URBAN RENEWAL AUTHORITY

Vendor Fee Fund 98

	2024 Draft	2023A Draft	2023	2022	2021	2020	2019
REVENUES							
Charges for services	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contributions	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest	$ -	$ 67,541.57	$ -	$ 17,930.00	$ 499.00	$ 4,605.00	$ 27,814.00
Intergovernmental	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Investment earnings	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Property Tax Increment	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rent income	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sales Tax Increment	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Vendor Fees	$ 3,191,856.00	$ 3,167,246.99	$ 3,167,247.00	$ 3,075,796.00	$ 2,955,560.00	$ 2,315,058.00	$ 2,237,636.00
Total REVENUES	**$ 3,191,856.00**	**$ 3,234,788.56**	**$ 3,167,247.00**	**$ 3,093,726.00**	**$ 2,956,059.00**	**$ 2,319,663.00**	**$ 2,265,450.00**
EXPENDITURES							
Capital outlay	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contractual expenditures	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Debt Service	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Economic development	$ -	$ 2,200.00	$ -	$ 10,683.00	$ -	$ 426,510.00	$ 14,470.00
General administration	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Government	$ -	$ 3,000.00	$ -	$ -	$ -	$ -	$ -
Interest	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Principal	$ -	$ -	$ -	$ -	$ 337.00	$ 1,457.00	$ 1,087.00
Total EXPENDITURES	**$ -**	**$ 5,200.00**	**$ -**	**$ 10,683.00**	**$ 337.00**	**$ 427,967.00**	**$ 15,557.00**
Other FINANCING SOURCES and (USES)							
Capital Contributions	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Loan Proceeds	$ -	$ -	$ -	$ -	$ -	$ 9,875,758.00	$ -
Transfers in	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Transfers in fund balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Transfers out	$ (3,161,054.50)	$ (3,087,254.50)	$ (3,087,254.50)	$ (3,210,793.00)	$ (1,838,519.00)	$ (12,443,676.00)	$ (2,071,986.00)
Total Other FINANCING SOURCES and (USES)	**$(3,161,054.50)**	**$(3,087,254.50)**	**$(3,087,254.50)**	**$ (3,210,793.00)**	**$ (1,838,519.00)**	**$ (2,567,918.00)**	**$(2,071,986.00)**
Net Change in Fund Balance	**$ 30,801.50**	**$ 142,334.06**	**$ 79,992.50**	**$ (127,750.00)**	**$ 1,117,203.00**	**$ (676,222.00)**	**$ 177,907.00**

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 11, 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 TEMPLE EMANUEL IN THE AMOUNT OF $2,000 TO SPONSOR THE BUILDING OF A WHEELCHAIR RAMP

SUMMARY:

Attached for consideration is a request for support of Temple Emanuel in the amount of $2,000 to sponsor the building of a wheelchair ramp.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Temple Emanuel was founded in 1900 and is on the National Registry for Historical Places. It received this designation in 1996. It has long been the congregation's goal to have a ramp built to accommodate the public seeking to enter the synagogue. A ramp would not only be beneficial for individuals in wheelchairs and those unable to negotiate stairs, but also a safety issue. It would allow faster egress in the event of a fire or an attack that has become more common on houses of worship.

In 2021 the congregation started the process of securing a design that would complement the historical integrity of the building. The designs have been finished, and Temple Emanuel is in the process of securing funding for the $180,000+ project.

FINANCIAL IMPLICATIONS:

Funds in the amount of $2,000 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to Temple Emanuel.

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 Dennis Flores.

ATTACHMENTS:

1. 2023 Contingencies (Council) Temple Emanuel
2. 12-11-23 Fund Request Temple Emanuel

RESOLUTION NO. 15448

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO TEMPLE EMANUEL IN THE AMOUNT OF $2,000 TO SPONSOR THE BUILDING OF A WHEELCHAIR RAMP

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 Temple Emanuel to sponsor the building of a wheelchair ramp.

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: December 11, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____

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
6/12/23	Desiree Tamlich - Mural Levee Project		$ 2,500.00		$ 38,451.00
6/26/23	Pueblo Friends of the Arkansas Summer Solstice		$ 250.00		$ 38,201.00
7/10/23	Latino Veterans Profiles in Courage Awards		$ 1,500.00		$ 36,701.00
7/10/23	PDI Dancing with the Pueblo Stars		$ 1,000.00		$ 35,701.00
7/10/23	Southeastern Colorado Heritage Center Indigenous People's Exhibit		$ 6,000.00		$ 29,701.00
7/24/23	Global Medical Response - Safety Jam		$ 1,000.00		$ 28,701.00
8/14/23	~~Pueblo Memorial Hall - The Time is Now Benefit by Mad Fresh~~		$ -		$ 28,701.00
8/14/23	Colorado State Fair Fiesta Committee - Fiesta Day Parade		$ 2,000.00		$ 26,701.00
8/14/23	Pueblo Chile Hot Air Balloon Fest		$ 2,500.00		$ 24,201.00
8/14/23	Pueblo Police Activities League (PPAL) Roncalli Football Equip		$ 1,000.00		$ 23,201.00
8/28/23	Mad Fresh Productions Multicultural Festival		$ 1,500.00		$ 21,701.00
8/28/23	Assistance League of Pueblo Holiday Fashion Preview		$ 1,000.00		$ 20,701.00
9/11/23	Historic Pueblo, Inc Damon Days Event		$ 1,000.00		$ 19,701.00
9/11/23	Pueblo Choral Society Old Fashioned Christmas Concert		$ 6,000.00		$ 13,701.00
9/11/23	Pueblo Film Fest Ltd		$ 1,000.00		$ 12,701.00
9/25/23	Spark the Change Suicide Memory Walk		$ 2,000.00		$ 10,701.00
10/10/23	Pueblo Downtown Association Parade of Lights		$ 1,250.00		$ 9,451.00
10/10/23	Pueblo Area Agency on Aging Senior of the year Event		$ 2,000.00		$ 7,451.00
10/10/23	Latino Chamber Lifetime Achievement Award		$ 1,000.00		$ 6,451.00
10/23/23	You Don't Stand Alone Sculpture - Pueblo Friends of Arkansas		$ 1,000.00		$ 5,451.00
10/23/23	Police vs. Fire Hockey Game - 7th Annual Ice Cup		$ 1,000.00		$ 4,451.00
11/13/23	Latino Chamber Festival of Trees		$ 1,000.00		$ 3,451.00
12/11/23	Pizza for Train Derailment		$ 356.80		$ 3,094.20
12/11/23	Temple Emanuel		$ 2,000.00		$ 1,094.20

Temple Emanuel Founded 1900

November 21, 2023

Dear Councilman Flores:

On behalf of the Temple Emanuel Board of Directors, I want to thank you for contacting me regarding the possibility of the City of Pueblo financially assisting Temple Emanuel with building a wheelchair ramp to our historical synagogue.

As you may be aware, Temple Emanuel was founded in 1900 and is on the National Registry for Historical Places. It received this designation in 1996. It has long been the congregation's goal to have a ramp built to accommodate the public seeking to enter the synagogue. A ramp would not only be beneficial for individuals in wheelchairs and those unable to negotiate stairs, but also a safety issue. It would allow faster egress in the event of a fire or an attack that has become more common on houses of worship.

In 2021 the congregation started the process of securing a design that would complement the historical integrity of the building. To that end, Paul Zertuchi of Pablo Engineering designed a ramp that would not compromise the beauty of the front entrance to the Temple. Mr. Zertuchi donated his design that was valued at $2,000. Once we had the design we embarked on securing proposals from contractors to building the ramp. What follows are the names of the contractors and the cost of their bids:

• Cortez General Contractor / Permit & Supervision	$20,700.00
• BW Excavation	$4,500.00
• Johnny's Boiler Shop / Ramp Railings	$66,920.00
• Vensor Concrete	$65,200.00
• Disposal Fees	$1,150.00
• Misc. tool & supplies	$1,1700.00
	Total $181,570.00

These proposals were secured in March 2023, but with the impact of inflation over the past year I'm certain that these costs would increase. I hope that this

breakdown of the costs is helpful. If you need more information or want me to present to City Council please let me know, I would be more than happy to do so.

Again, I want to thank you for considering assistance for Temple Emanuel's Wheelchair Ramp Project. Every dollar we raise gets us closer to making the ramp a reality.

Respectfully,

Michael F. Atlas-Acuña,
President Temple Emanuel Congregation

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 11, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Regina Maestri, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO THE ROSELAWN 1891 COMPANY, DBA: ROSELAWN FOUNDATION IN THE AMOUNT OF $1,050 TO SPONSOR THE "WREATHS ACROSS AMERICA" EVENT AT ROSELAWN CEMETERY

SUMMARY:

Attached for consideration is a request for support of 60 wreaths for the annual Wreaths Across America ceremony on December 16, 2023, at 12:00 noon.

PREVIOUS COUNCIL ACTION:

Council supported this program with $3,000 in 2022.

BACKGROUND:

The Wreaths Across America ceremony will be held on Saturday, December 16, 2023 at 12 pm at Roselawn Cemetery. Roselawn is home to at least 2,652 known veterans who fought in the Civil War, Spanish-American War, WWI, WWII, Korea, Vietnam, Desert Storm, Persian Gulf, Iraq and Afghanistan. The goal is to one day have a fresh wreath placed at all 2,000+ gravesites every year for the holiday season.

FINANCIAL IMPLICATIONS:

Funds in the amount of $1,050 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to The Roselawn 1891 Company, DBA: Roselawn Foundation.

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 Regina Maestri.

ATTACHMENTS:

1. 12-11-23 Roselawn Wreath Sponsor Form
2. 2023 Contingencies (Council) Wreaths Across America
3. 12-11-23 Request 2023 WREATHS ACROSS AMERICA

RESOLUTION NO. 15449

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO THE ROSELAWN 1891 COMPANY, DBA: ROSELAWN FOUNDATION IN THE AMOUNT OF $1,050 TO SPONSOR THE "WREATHS ACROSS AMERICA" EVENT AT ROSELAWN CEMETERY

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $1,050 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to The Roselawn 1891 Company, DBA: Roselawn Foundation to sponsor the "Wreaths Across America" 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: December 11, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____

ROSELAWN'S 5th ANNUAL

WREATHS *across* AMERICA

Saturday, December 16, 2023 – 12:00 noon

Outdoor Ceremony

SPONSOR FORM - $17 PER WREATH

Location ID: CORLCP **Fundraising Group ID: CO0164P**

Sponsor's Name: _____

Address: _____

City **State** **Zip**

Phone: _____ **Email:**_____

Roselawn Cemetery is the final resting place of more than 3,000 Veterans who have served in the Civil War, Spanish American War, WWI, WWII, Korea, Vietnam, Desert Storm, Persian Gulf, Iraq & Afghanistan. Our goal is to have a wreath on every veteran's grave. Your sponsorship will help us reach our goal and we thank you for your support.

GRAVE SPECIFIC WREATH – Wreath placed at a specific grave at Roselawn Cemetery
IN MEMORY OF WREATH – Wreath placed in Rose Garden at Roselawn Cemetery

Veteran:_____ **Grave Location:** _____ **In Memory of:** _____

Veteran:_____ **Grave Location:** _____ **In Memory of:**_____

(Additional space for specific grave requests on the back of this form.)

GENERAL SPONSORSHIPS

SPONSORSHIP TYPE	PRICE	QUANTITY	TOTAL
Individual = 1 wreath	$17		
Family = 4 wreaths	$68		
Small Business – 10 wreaths	$170		
Corporate – 100 wreaths	$1,700		

Total Amount Paid: _____ **Cash**_____ **Ck#** _____ **Credit Card:** _____

SPONSORSHIPS WILL NOT BE ACCEPTED AFTER NOVEMBER 24, 2023

MAKE CHECKS PAYABLE TO: The Roselawn 1891 Company

MAIL: Roselawn Cemetery
ATTN: Wreaths Across America
1706 Roselawn Road
Pueblo, CO 81006

LOC ID: CORLCP FUNDRAISING: CO0164P

OR stop by the Roselawn OĜce, Mon. ⅊Fri, 8:00a ⅊5:00p and ☼ll out a sponsor form.

CONTACT: Susana Ortega 719-542-2934 Ext. 117 or Susana@roselawnpueblo.org

Note: Sponsors are encouraged to participate in the ceremony – placement of wreaths and removal of wreaths before February 1, 2024

WREATHS ACROSS AMERICA'S MISSION: *Remember *Honor *Teach
2023 Theme: SERVE & SUCCEED

GRAVE SPECIFIC REQUESTS

GRAVE SPECIFIC WREATH – Wreath placed at a specific grave at Roselawn Cemetery

IN MEMORY OF WREATH – Wreath placed in Rose Garden at Roselawn Cemetery

Veteran:_____ **Grave Location:** _____ **In Memory of:** _____

Veteran:_____ **Grave Location:** _____ **In Memory of:** _____

Veteran:_____ **Grave Location:** _____ **In Memory of:** _____

Veteran:_____ **Grave Location:** _____ **In Memory of:** _____

Veteran:_____ **Grave Location:** _____ **In Memory of:** _____

Veteran:_____ **Grave Location:** _____ **In Memory of:** _____

Veteran:_____ **Grave Location:** _____ **In Memory of:** _____

Veteran:_____ **Grave Location:** _____ **In Memory of:** _____

Veteran:_____ **Grave Location:** _____ **In Memory of:** _____

Veteran:_____ **Grave Location:** _____ **In Memory of:** _____

Veteran:_____ **Grave Location:** _____ **In Memory of:** _____

Veteran:_____ **Grave Location:** _____ **In Memory of:** _____

Veteran:_____ **Grave Location:** _____ **In Memory of:** _____

Veteran:_____ **Grave Location:** _____ **In Memory of:** _____

Veteran:_____ **Grave Location:** _____ **In Memory of:** _____

Veteran:_____ **Grave Location:** _____ **In Memory of:** _____

Veteran:_____ **Grave Location:** _____ **In Memory of:** _____

Veteran:_____ **Grave Location:** _____ **In Memory of:** _____

Veteran:_____ **Grave Location:** _____ **In Memory of:** _____

Veteran:_____ **Grave Location:** _____ **In Memory of:** _____

SPONSORS WILL PLACE WREATHS*

***If you cannot place a wreath, please designate a group or individual to place the wreath for you. Approximately 1 hour before the event there will also be an opportunity to place grave specific wreaths.**

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
6/12/23	Desiree Tamlich - Mural Levee Project		$ 2,500.00		$ 38,451.00
6/26/23	Pueblo Friends of the Arkansas Summer Solstice		$ 250.00		$ 38,201.00
7/10/23	Latino Veterans Profiles in Courage Awards		$ 1,500.00		$ 36,701.00
7/10/23	PDI Dancing with the Pueblo Stars		$ 1,000.00		$ 35,701.00
7/10/23	Southeastern Colorado Heritage Center Indigenous People's Exhibit		$ 6,000.00		$ 29,701.00
7/24/23	Global Medical Response - Safety Jam		$ 1,000.00		$ 28,701.00
8/14/23	~~Pueblo Memorial Hall - The Time is Now Benefit by Mad Fresh~~		$ -		$ 28,701.00
8/14/23	Colorado State Fair Fiesta Committee - Fiesta Day Parade		$ 2,000.00		$ 26,701.00
8/14/23	Pueblo Chile Hot Air Balloon Fest		$ 2,500.00		$ 24,201.00
8/14/23	Pueblo Police Activities League (PPAL) Roncalli Football Equip		$ 1,000.00		$ 23,201.00
8/28/23	Mad Fresh Productions Multicultural Festival		$ 1,500.00		$ 21,701.00
8/28/23	Assistance League of Pueblo Holiday Fashion Preview		$ 1,000.00		$ 20,701.00
9/11/23	Historic Pueblo, Inc Damon Days Event		$ 1,000.00		$ 19,701.00
9/11/23	Pueblo Choral Society Old Fashioned Christmas Concert		$ 6,000.00		$ 13,701.00
9/11/23	Pueblo Film Fest Ltd		$ 1,000.00		$ 12,701.00
9/25/23	Spark the Change Suicide Memory Walk		$ 2,000.00		$ 10,701.00
10/10/23	Pueblo Downtown Association Parade of Lights		$ 1,250.00		$ 9,451.00
10/10/23	Pueblo Area Agency on Aging Senior of the year Event		$ 2,000.00		$ 7,451.00
10/10/23	Latino Chamber Lifetime Achievement Award		$ 1,000.00		$ 6,451.00
10/23/23	You Don't Stand Alone Sculpture - Pueblo Friends of Arkansas		$ 1,000.00		$ 5,451.00
10/23/23	Police vs. Fire Hockey Game - 7th Annual Ice Cup		$ 1,000.00		$ 4,451.00
11/13/23	Latino Chamber Festival of Trees		$ 1,000.00		$ 3,451.00
12/11/23	Pizza for Train Derailment		$ 356.80		$ 3,094.20
12/11/23	Temple Emanuel		$ 2,000.00		$ 1,094.20
12/11/23	Wreaths Across America @ Roselawn Cemetery		$ 1,050.00		$ 44.20

From: Alyssa Parga
To: Heather Graham; Nick Gradisar
Cc: Tracey Sample; Laura Solano
Bcc: Lori Winner; Dennis Flores; Larry Atencio; Lori Winner; Regina Maestri; Sarah Martinez; Vicente Martinez Ortega
Subject: FW: 2023 WREATHS ACROSS AMERICA
Date: Thursday, August 17, 2023 12:42:00 PM
Attachments:

image003.emz
image001.emz
23 Sponsor Form.docx
image003.png

Dear Council,

Wreaths Across America has requested City Council give a sponsorship for their event (details below). **Please let me know if you would like to sponsor a resolution for the next Council meeting for this to come from contingencies and at what amount**.

Thanks,
Alyssa

Alyssa Parga
Secretary to the Mayor
One City Hall Place
Pueblo CO 81003
(719) 553-2610
aparga@pueblo.us

From: Susana Ortega <susana@roselawnpueblo.org>
Sent: Thursday, August 17, 2023 11:38 AM
To: Adame Roofing <www.adameroofing@gmail.com>; Air & Space Force Association <www.eichmanmee@comcast.net>; American Iron & Metal Co <www.bmw5709@hotmail.com>; Analee Beck <www.atbeck@hotmail.com>; Anita Poeppel Jagunich <www.arpep@comcast.net>; Anna Guerrero <www.annasblessed@gmail.com>; Arkansas Valley Chapter NSDAR <www.debbid.payne66@yahoo.com>; Becky Montanari <www.rickmontanari55@gmail.com>; Becky Swick <www.themissbeckyann@yahoo.com>; Belmont Tire <www.btccc97@qwestoffice.net>; Ben Carpenter <www.cherrycar@comcast.net>; Bernardine Cascio <www.bcascio@icloud.com>; Big R Stores <www.adelemccanless@mybigr.com>; Blende Drug <www.jccernac@comcast.net>; Bob Root <www.bobroot@riceroot.com>; Bonaventure of

Pueblo
<www.executivedirectorpub@livebsl.com>; CAE-Doss <www.linda.land@caemilusa.com>; Capt Perigrine White NSDAC <www.noreen731@aol.com>; Carl Bongirno
<www.goneflying@msn.com>; Carmen Bucciarelli <www.caribu50@yahoo.com>; Carol Llewellyn <www.dustyandkody@gmail.com>; Carole Hegler
<www.tonyhegler@centurylink.net>; Carolyn Tollefson <www.carol.tollefson5583@gmail.com>; Catherine Gutierrez <cathy1martinez@gmail.com>; Cathy Montera <cmontera@comcast.net>; Charlene Wisthoff <billwisthoff@comcast.net>; Charles Crockett <cecrocket@comcast.net>; Cherilyn Robeda
<cherrobeda@gmail.com>; Chuck Borzileri <borzilerifamily@comcast.net>; Clara J. Berry <cb_berry5@msn.com>; Clara Rivas <cl5ri@comcast.net>; Cliff Harlan <jharlan09@gmail.com>; Colorado Bank & Trust Co.
<brad@colobank.com>; Colorado Front Range Roofing <infocfrroofing@yahoo.com>; Colorado State University Pueblo <Kelsey.herman@csupueblo.edu>; Community of Colorado City
<colocitymanager@ghvalley.net>; Connie Gibbens <conniegibbens@comcast.net>; Corsentino Construction <www.joe@corsentinoconstruction.com>; Craig Newsom
<www.jenn.newsom82@gmail.com>; D. Ann Rockwell <www.dmrockwe67@gmail.com>; Dale Brandon <www.bdr@acsol.net>; Dan Corsentino <dan@dancorsentino.com>; Daniel Corsentino
<www.allbouthair15@gmail.com>; David Keller
<www.davepamk@q.com>; David M. Styduhar <www.unklgrog@aol.com>; David Mihalick <www.nugget4144@gmail.com>; David R. pagano <www.davepagano4@msn.com>; Dawn M. Pagano
<www.dputaturo@gmail.com>; Delmar A. Milne <www.milnedel@yahoo.com>; Dennis Santistevan <www.dennis.santistevan2@gmail.com>; Diana Ferrero9 <www.diana.ferro725@gmail.com>; Dinah E. Cullen
<www.cullen504@msn.com>; Dionisio Metal & Iron <www.dionisiometal@yahoo.com>; DiSanti Farms <www.rdisanti@msn.com>; Donald E. Strang <www.pstrang88@gmail.com>; Donald J. Pagano
<www.don.pagano@comcast.net>; Donna Vodopich <www.puebloco@att.net>; Doris M. Lucero <www.dmglucero@gmail.com>; Doug & Roy Villers <www.pueblodoug41@gmail.com>; Eileen Mosco
<www.ecmosco@yahoo.com>; Franceen D. Patti <www.patti_26802@msn.com>; Francis M.C. Thompson <www.fmct1@hotmail.com>; Frank Cirullo <www.nitty41@aol.com>; Frank Lisac
<www.franklisac@live.com>; Gary Hainer <www.VrnHain@aol.com>; Gary J. Giarratano <www.gary80005@gmail.com>; Gary M. Micheli <www.gmmpf@hotmail.com>; George Autobee
<www.gautobee@gmail.com>; Georgine Masciotra <www.geoswmas@iaiusa.net>; Ginny burger <www.j.burger@comcast.net>; Gladys Brooks <www.lbrooks3@mindspring.com>; Gladys Dierks
<www.ling225@comcast.net>; Health Solutions <www.sandyg@health.solutions>; Helen Burnside <www.hburnside@aol.com>; Jack Quinn <www.jjquinn41@msn.com>; James A. Ivery
<www.letstefpueblo@gmail.com>; James B. Ashmore <www.jeashmore@comcast.net>; James Bacino <www.jonib31@g.com>; Jane Rawlings <www.janer@RHRFoundation.org>;
jsfalsetto@gmail.com; Jayne Mazur <www.whiskeyrider@juno.com>; Jeannie Koshak
<www.fanmax@msn.com>; Jill Ambler <www.thatthatsme@hotmail.com>; Jim Bacino
<wwwbacinoj@hotmail.com>; Joann Hemstreet Vaughn
<www.joannhv@gmail.com>; JoAnna Collette-Yarberry <www.collettes_catering@comcast.net>; Jodean Guay <www.jguay48@yahoo.com>; Joe Buffalo <www.buffs117@hotmailcom>; Joe Latino <www.joelatts46@gmail.com>; John Crump <www.ladycocomando@gmail.com>; John Panepinto <www.reginajohn@comcast.net>; Joseph D. Gavato <www.joeygavato129@gmail.com>; Joseph Rios
<www.scrios454@gmail.com>; Joseph Salazar <www.bsalazar63@comcast.net>; Joshua Anderson <www.josh.anderson999@gmail.com>; Joyce Dzuba <www.wjwdz@yahoo.com>; Alyssa Parga
<AParga@pueblo.us>; Judy Miller <www.jmiller275@hotmail.com>; Kenny Rotolo <www.mutts57@q.com>; Kevin Barickman <www.kevinbarickman@gmail.com>; Land Title & Guarantee
<www.cstephens@ltgc.com>; Linda Centa <wwwlcenta51@gmail.com>; Linda Kogovsek <www.vlkogo@comcast.net>; Linda Sword Johnson <www.welston73@gmail.com>; Lorraine Naranjo

<www.lori.naranjo@gmail.com>; Louie D. Carleo <www.louie@lcarleo.com>; Louise McDonnell <www.lmm1046@hotmail.com>; Lt. Col Pete Dunda <www.pstayloriver@gmail.com>; Lucille Corsentino
<wwwljcpag@gmail.com>; Lucille Zabukovic <www.desertcoyote51@outlook.com>; Margaret Estrada <www.mestrada2715@comcast.net>; Mark Giarratano <www.mjgiarratano@comcast.net>; Mary Beth Garrett
<www.auggiedoggie11@msn.com>; Mary Byouk Kuster Gerontis <www.ku$$$54@hotmail.com>; Mary C. Creager <www.mary.creager@gmail.com>; Mary Ellen Burciago
<www.mburciago@gmail.com>; Mary Jane Cortese <www.maryjanecortese@gmail.com>; Maryann Barker-Jersin <www.ma_barker2@msn.com>; Mesa Hardware Store
<www.mesahardware@gmail.com>; Michael Bustos
<www.michael.bustos1@gmail.com>; Michael Engle <www.hasanfamilyassistant@gmail.com>; Pass Key Hwy 50 & Northern <www.passkeychic@gmail.com>; Paul Sopko
<www.jackiesopko@hotmail.com>; Pauline Alvarado <www.palvarado61@gmail.com>; Phyllis Gardner <www.pjgardner77@aol.com>; Pueblo Bank & Trust Company
<www.erogge@pbandt.bank>; Pueblo County Commissioners
<www.villegasj@pueblocounty.us>; pueblo County Library District
<www.nick.potter@pueblolibrary.org>; Pueblo Electronics Supply, LLD
<jfalsetto@puebloelectronics.com>; Pueblo School District #60
<www.dalton.sprouse@pueblod60.org>; Pueblo Weisbrod Aircraft Museum
<www.secretary@pwam.org>; Ralph A. Williams <www.jwilliams418@comcast.net>; Ralph Williams <www.jetstar_aviator@yahoo.com>; Randall Gray <www.thisis_seriously@yahoo.com>; Randy K. Linnen <www.randy-linnen@comcast.net>; Ray Brown
<www.rbrown7822@hotmail.com>; Ricardo & Gayle Perez <www.gtperez64@gmail.com>; Richard Sandidge <www.rick-jeannie-sandidge@msn.com>; Rick M. DeCesaro
<www.rickdecesaro@hotmail.com>; Robert Centa <www.rccenta@msn.com>; Robert Miltner
<www.bjmiltner@hotmail.com>; Robert Urban <www.norma_urban@yahoo.com>; Roberta Gardner <www.robertagardner243@yahoo.com>; Romero's Catering
<www.sheriromero.sr@gmail.com>; Ronald Cortese <www.connie.ronald64@gmail.com>; Ross Ayler <www.j.rossayler@comcast.net>; Roxanne Dionese <www.dionese555@g.com>; Rudy Krasovec <www.rudy@roselawnpueblo.org>; Ruth Taravella <www.ruthltarv@gmail.com>; Sam Clementi
<www.scleme170@msn.com>; Sam Pisciotta <www.sjp1876@comcast.net>; Sharon Bryson <www.sgbuttercup@aol.com>; Shelly Glick <www.sglick61@gmail.com>; Shirley A. Knafelc
<www.eknafelc@comcast.net>; Southern Colorado Eye Care Assoc
<www.eyedoc3@comcast.net>; Spaccamonti Excavating LLD <www.kdrd2001@gmail.com>; Stacey Harding <www.sharding38sh@gmail.com>; Steel City Blacktop
<www.steelcityblacktop@gmail.com>; Steel City Eagles #3367
<www.eagles@steelcity3367.org>; Sylvia Richey <www.auntsyl123@qmail.com>; T & T Electric Co <www.tlisac@ttelectric.com>; Tamela Hart <www.tamelahart@gmail.com>; Theron Bailor
<www.tbailor50@gmail.com>; Thomas DeLuca <www.tdel60uca@live.com>; Tom Perkins
<www.thomasjperkins@msn.com>; Toni Skilling
<www.toniskilling@hotmail.com>; Trani Family <www.lisatrani@gmail.com>; Wes Ursick LPL Financial <www.wursick@gmail.com>; William E. Duprez <www.billduprez41@gmail.com>; William R. Wahlmeier
<www.csovision2020@gmail.com>; www.carlee.bradford@gmail.com
Cc: Ray Brown <ray@roselawnpueblo.org>
Subject: [External] 2023 WREATHS ACROSS AMERICA

External email. Please use caution.

Good Day!

Roselawn appreciates your generous sponsorship of our Wreaths Across America event and we invite you to participate again as a sponsor in our 5th ANNUAL WREATHS ACROSS AMERICA ceremony to be held Saturday, December 16, 2023, at 12:00 noon. This year's theme is **"Serve and Succeed."**

In 2007, the Worcester family along with veterans and volunteers formed the non-profit organization Wreaths Across America to continue and expand their wreath laying efforts at Arlington National Cemetery and to support those around the country who wished to do the same. Wreaths Across America's mission is simple: **Remember** the fallen, **Honor** those that serve, and **Teach** the next generation about the value of freedom. Morrill Worcester's wife, Karen, has served as the organization's volunteer Executive Director since the non-profit was created and today oversees what has become a massive volunteer organization that continues to grow. In 2022 alone, Wreaths Across America and its national network of volunteers placed over 2.7 million veteran's wreaths at over 3,700 locations in all 50 U.S. States, at sea, and abroad.

In 2022, there were approximately 2,000 wreaths placed on Roselawn's grounds, leaving about 1,000 Veterans without a remembrance wreath. Our goal is to place wreaths and commemorate the more than 3,000 veterans whose final resting place is Roselawn Cemetery, representing service from the Civil War, Spanish American War, WWI, WWII, Korea, Vietnam, Desert Storm, Persian Gulf, Iraq, and Afghanistan. With your generosity, we are hoping to meet this goal and ensure that no veteran is forgotten. Each handmade, fresh, live wreath is made in the United States with Maine Balsam and includes a large red velvet bow, the cost to sponsor a wreath is $17.
The name of each sponsor will be listed in the Wreaths Across America (WAA) event program. In addition, sponsorships of $300 to $599 are entitled to have their logo printed as well, and sponsorships of $600 plus will be allocated a full page. Sponsorships will not be accepted after November 24, 2023.

On behalf of the volunteers and military families looking to honor all the veterans laid to rest at Roselawn Cemetery and the Wreaths Across America extended family, thank you for your consideration of this patriotic cause.
Please don't hesitate to reach out if you have any questions or would like more information about Wreaths Across America. A wreath sponsor form is attached for your convenience and includes the Roselawn location ID and fundraising ID (Location - CORLCP & Fundraising - CO0164P) please include this information on all checks and make them payable to The Roselawn 1891 Company.

We hope you will mark your calendars and plan on joining us

for our wreath laying ceremony on December 16, 2023 at

12:00 noon. Thank you very much and please, **REMEMBER,**

HONOR and **TEACH**!

Susana Ortega Executive Assistant

Roselawn Funeral Home, Cemetery, & Crematory 1706 Roselawn Road Pueblo, CO 81006

Office: 719-744-0598 Ext 117
Cell: 719-251-9949

City Clerk's Office Item # R1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 11, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF $183,710 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ARCADIS U.S. INC., FOR CONSULTING, HYDROLOGIC EVALUATION AND GEOTECHNICAL ANALYSES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Ordinance accepts an agreement between the City of Pueblo and Arcadis U.S. Inc. for professional services associated with hydrogeologic and geotechnical study of the groundwater at the water reclamation facility.

PREVIOUS COUNCIL ACTION:

Not Applicable

BACKGROUND:

This study will provide information on how the groundwater interacts with the Arkansas River and stability of the three secondary clarifiers if the groundwater is pumped from beneath the clarifiers. This study will provide information to the Colorado Department of Public Health and the Environment on the conductivity between the groundwater under the clarifiers and the Arkansas River. This evaluation will also inform on the stability of the existing clarifiers and the geotechnical information needed for new clarifiers to be built.

FINANCIAL IMPLICATIONS:

Funding for the professional services related to the study is available from the Sewer User Fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no-action alternative will leave the Water Reclamation Facility at risk of not being able to complete the clarifier design and other requirements.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 11-27-23 Arcadis 23a-055 Arcadis Agmt Clarifier Stability and Groundwater Release Evaluation (Approved)
2. 11-27-23 Arcadis Hydrogeolic Study (003) CA edits
3. 11-27-23 Arcadis_Pueblo-2023-Clarifier Eval Proposal_2023-10-03

ORDINANCE NO. 10609

AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF $183,710 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ARCADIS U.S. INC., FOR CONSULTING, HYDROLOGIC EVALUATION AND GEOTECHNICAL ANALYSES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

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

SECTION 2.

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

1. Hydrogeologic Technical Evaluation:
2. Clarifier Stability and new clarifiers geotechnical Evaluation:
3. Arkansas River Hyporheic Zone Evaluation
4. Meeting with Pueblo and Project Management

SECTION 3.

The Mayor is hereby authorized to execute said Agreement 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 4.

Funds for work performed under this agreement shall be paid from implement funds budgeted in the City's 2023 Budget from the Sewer User Fund.

SECTION 5.

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

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 27, 2023.

Final adoption of Ordinance by City Council on December 11, 2023.

_____
President of City Council

Action by the Mayor:

☒ Approved on December 18, 2023 .

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND ARCADIS U.S., INC.

23a-055

CLARIFIER STABILITY AND GROUNDWATER RELEASE EVALUATION

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND ARCADIS U.S., INC.

1. GENERAL

THIS AGREEMENT ("Agreement") made and entered this ____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and Arcadis U.S., Inc., a registered Delaware Corporation (hereinafter referred to as "Consultant") for Consultant to render certain services for City in connection with Project 23a-055 Clarifier Stability and Groundwater Release Evaluation, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

A. Consultant shall satisfactorily perform the professional consulting services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services"). Such services shall include all usual and customary professional hydrological and geological evaluation and modeling services including any required drafting or design services incident to its work on the Project.

B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

C. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

A. Consultant shall be responsible for the professional quality, technical accuracy and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including reports, evaluations, modeling and design and other services, irrespective of City's approval of or acquiescence in same. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and City's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

B. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.

C. Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant represents that Schedule 3 attached hereto is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.

D. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Services described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (1) Consultant considers the work beyond the scope of this Agreement, (2) the reasons that Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.

3. CITY'S RESPONSIBILITIES

A. City agrees to advise Consultant regarding City's Project requirements and to provide all relevant information, data, and previous reports accessible to City which Consultant may reasonably require.

B. City shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind City as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of $5000 or 5% of the maximum agreement price.

C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any reports, documents or other materials or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

D. City shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of City and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for City to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of City but must be procured from others.

4. TIME FOR PERFORMANCE

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

5. PAYMENT

A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $183,710.00 in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.

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

D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

E. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.

B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (a) the reasonable value of completed work to City, or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

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

7.2. Advertising

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

7.3. Equal Employment Opportunity

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

7.4. Access to Property Not Under City's Control

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

7.5. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu

of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Department of Wastewater, Attn: Andra Ahrens, Director, 1300 S. Queens Ave., Pueblo, CO, 81001; or to the Consultant, Arcadis U.S., Inc., Attn: Craig Devine, Senior Vice President, 630 Plaza Drive, Suite 200, Highlands Ranch, CO, 80129. 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.

7.6. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.7. Subcontracts

A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.

B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Consultant.

C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.8. Successors and Assigns

This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Consultant may be assigned by it

without the written consent of the City. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

7.9. Amendments

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

7.10. Choice of Law and Venue

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

7.11. Severability

If any provision of this Agreement, except for Section 2, 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 this entire Agreement shall be void.

7.12. Appropriations

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

8. DISPUTES

A. Any dispute or disagreement between Consultant and City arising from or relating to this Agreement or Consultant's services or right to payment hereunder shall be determined and decided by the City's Director of Wastewater whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction located in Pueblo County, Colorado, pursuant to Rule 106, C.R.C.P.

B. Pending resolution of any dispute or disagreement, or judicial review, Consultant shall proceed diligently with performance of its work under this Agreement.

9. INSURANCE

9.1. Conditions

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

B. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, arising out of negligent acts, errors or omissions of Consultant, their employees, subcontractors, and consultants.

9.2. Minimum Requirements

A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement.

B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. Alternate coverage of combined single limit, each accident, in an amount of not less than $1,000,000 may be accepted at the discretion of the Purchasing Director. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles whether owned, leased, hired or used by Consultant.

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

D. Professional Liability Insurance with coverage of not less than $1,000,000 in a form and with a deductible acceptable to City

10. ACCESSIBILITY

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

11. 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.

12. PERA LIABILITY

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

13. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 8 pages.
- Schedule 2 - "Fee Schedule" consisting of 1 page.
- Schedule 3 - "Work Schedule" consisting of 1 page.

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: (1) an original, and all of which taken together shall constitute one and the same agreement, (2) a valid and binding agreement and fully admissible under state and federal law, and (3) enforceable in accordance with its terms.

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

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

Attest_____
Marisa Stoller, City Clerk

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

_____
Alexandria Romero, Finance Director

APPROVED AS TO FORM

_____
Robert Jagger, City Attorney

ARCADIS U.S., INC.

By_____
Craig E. Divine, Senior Vice President

[SEAL]

Attachments: Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Schedule 3 - Project Schedule
Additional Information for Agreement

Schedule 1

Scope of Service

Excerpt from Consultant Proposal (Letter) dated October 3, 2023, Pages 1 – 7

Andra Ahrens
Wastewater Director
Pueblo Water Reclamation Facility
1300 South Queens Avenue
Pueblo, CO 81001
719-553-2896
aahrens@pueblo.us

Arcadis U.S., Inc.
630 Plaza Drive
Suite 200
Highlands Ranch
Colorado 80129
Tel 720 344 3500
Fax 720 344 3535
www.arcadis.com

Environment

Subject:
Cost Estimate for Clarifier Stability and Groundwater Release Evaluation, City of Pueblo Water Reclamation Facility

Date:
October 3, 2023

Contact:
Mike Hay, PhD

Phone:
720-409-0684

Email:
michael.hay@arcadis.com

Our ref:
30055926

Dear Ms. Ahrens:

Arcadis U.S., Inc. (Arcadis) is pleased to provide the City of Pueblo this cost estimate to support the City with an evaluation of clarifier stability and groundwater release options associated with routine maintenance of secondary clarifiers located at the Wastewater Reclamation Facility (WRF). Arcadis has been supporting the City in numerous evaluations related to groundwater issues, including characterization of groundwater chemistry and hydrogeology; support in groundwater well placement, design, and data evaluation; evaluation of WRF influent/effluent chemistry over time as a function of seasonal and weather factors; and ongoing regulatory support, including development of alternate effluent limit options for the City's current Discharger Specific Variance (DSV) to the water quality standard for selenium and sulfate on the Arkansas River adopted by the Colorado Department of Public Health and Environment (CDPHE) Water Quality Control Commission (WQCC).

As discussed with the City, the clarifier stability and groundwater release option analysis scope of work is to include the following three tasks:

- **Task 1**: Hydrogeological technical evaluations to support legal arguments against the requirement of a discharge permit for groundwater release to the Arkansas River

- **Task 2**: Geotechnical evaluation of ground stability and clarifier integrity following groundwater pumping and drawdown and/or to support the design of new secondary clarifiers
- **Task 3**: Arkansas River preliminary hyporheic zone evaluation for determination of groundwater selenium and manganese attenuation

In addition to the three technical tasks provided above, coordination (including check-in meetings between Arcadis and the City and project management) will be included as Task 4. The proposed scope of the three technical tasks is provided below and are costed separately to allow the City to move forward with some or all of the proposed tasks.

Task 1: Hydrogeologic Technical Evaluation

A successful legal argument against requiring a discharge permit for release of pumped groundwater to the Arkansas River likely relies on a conceptual model for groundwater flow and discharge to surface water. Therefore, this task will include a quantitative hydrogeological evaluation to support the conceptual model. This quantitative hydrogeological evaluation will primarily include the development of a numerical groundwater flow model, which can be used to calculate groundwater flow rates, groundwater drawdown and extraction rates under various pumping scenarios, and discharge of groundwater to the Arkansas River under ambient and pumping conditions.

The groundwater flow model will be developed using the widely used MODFLOW groundwater flow simulator. MODFLOW is well suited to simulate groundwater flow in the alluvial aquifer beneath the Site and surrounding areas. Based on Arcadis' preliminary review of the CSM, model boundaries will be defined to include the Arkansas River to the southeast and will extend a sufficient distance upstream and downstream to capture flow dynamics surrounding the WRF. It is Arcadis' understanding that aquifer testing data is available for the alluvial zone and will be used to constrain model parameters. The model will also be extended upgradient of the Site near the limits of the alluvial aquifer. Qualitative calibration of the groundwater flow model will proceed by adjusting hydraulic properties and boundary conditions within reasonable limits (as established by available data) to achieve a reasonable representation of the water levels and flow directions in the area. The model will also be adjusted to ensure simulated drawdown levels during dewatering are consistent with available observations. The model will be a useful tool to quantify and track groundwater flow in the vicinity of the Site, and it will have the ability to evaluate various stresses to the groundwater system including dewatering and infiltration or injection of water.

To meet the project objectives, the groundwater flow model will be used to evaluate three separate alternatives, as described below.

Alternative 1: Groundwater extraction and release to an infiltration trench

Under this alternative, the model will be used to evaluate the hydraulic impact of dewatering of the clarifier pond area and will be used to evaluate various methods for re-infiltration of extracted groundwater. The results of this evaluation will be used to inform potential alternatives to release of pumped water to the Arkansas River, if CDPHE ultimately rejects the City's request to terminate the discharge permit. The model will be useful in evaluating the number of injection points or length of an

infiltration gallery and the hydraulic response associated with injection under this alternative. Because water level data is limited, model evaluation including the evaluation of injected groundwater will undergo a limited sensitivity analysis to evaluate the uncertainty and significance of model parameter values.

Alternative 2: Enhanced groundwater extraction to facilitate irrigation use

Another alternative to direct discharge of pumped groundwater to the Arkansas River includes sale of the pumped water for agriculture irrigation use. Arcadis understands that when potential irrigation users were approached, the response was favorable, but only if greater volumes of water could be delivered. The groundwater flow model will be used to evaluate potential pumping rates and level of drawdown with increased pumping.

Alternative 3: Continued release of pumped groundwater to the Arkansas River

Under the status quo alternative of groundwater pumping at historical levels and discharge to the Arkansas River, the groundwater flow model can be used to support the argument that the pumped groundwater would otherwise quickly discharge to the river under ambient flow conditions, thereby providing the technical foundation for the legal argument that the discharge permit is not justified. Specifically, the groundwater model can be used to evaluate the fate of dissolved constituents with particle tracking. Particles released in the model will be used to evaluate groundwater flow paths and travel times of groundwater originating upgradient of the clarifier area and eventual discharge to surface water such as the Arkansas River. Using pathline tools, the model can be used to demonstrate that groundwater (naturally bearing selenium and manganese) that is normally pumped during dewatering activities would have eventually discharged to surface water if it was not extracted.

Under Task 1, a summary technical memorandum addressed to the City will be prepared summarizing model development and the simulation results for the three alternatives described above. This memorandum will be prepared for potential distribution to CDPHE at the City's discretion.

Task 2: Clarifier Stability Geotechnical Evaluation

Arcadis understands that there is a concern that desaturation of the subsurface with groundwater pumping rates that significantly exceed historical rates may lead to extensive dewatering and instability which could cause damage to the clarifiers. Specifically, there is concern that aquifer desaturation at levels that have not been historically observed could lead to ground subsidence, causing the clarifiers to sink. Although this is likely not a concern under Alternatives 1 or 3 above (since these alternatives involve pumping at levels that would not exceed historical drawdown), this is a potential concern under Alternative 2, as increased pumping could lead to unprecedented levels of water level drawdown. This risk would be evaluated under this task with a geotechnical study of the alluvial formation underlying the clarifiers.

In addition, Arcadis understands that the City may instead opt to construct new secondary clarifiers to replace the existing clarifiers. These new clarifiers would be resistant to uplift when the clarifiers are drained for maintenance, thereby obviating the need for groundwater pumping. In this event, a

geotechnical evaluation would still be required to support the design and construction of the new clarifiers.

The geotechnical scope of work is described under the five subtasks below. Arcadis would proceed with all five of these subtasks if geotechnical analyses are required for both the existing clarifier stability evaluation and new clarifier design. If the City elects to proceed with the existing clarifier stability evaluation only, this work will include Tasks 2-1, 2-2, and 2-3. If the City elects to proceed only with new clarifier design, this work will include Tasks 2-1, 2-2, 2-4, and 2-5.

Task 2-1 – Desktop Study and Existing Data Review

Arcadis recommends a review of any existing geotechnical be completed prior to any site investigation. This will consist of a review of previous boring logs and/or well logs that have been completed at nearby locations. The as-built drawings of the clarifiers and any construction reports will be reviewed. The available groundwater data and pumping flow rates will also be reviewed and analyzed. This information can be used to:

- Provide data for a preliminary estimate of the project feasibility.
- Optimize the location and depth of the borings.
- Supplement data obtained during the field investigation.

Task 2-2 – Baseline Clarifier Stability Site Investigation

The site investigation for evaluation of existing clarifier stability will consist of borings and laboratory tests to categorize and evaluate the subsurface materials. As mentioned above, the number of borings and locations may be adjusted based on the review of the existing information. Arcadis has budgeted for 3 days of drilling to allow for a minimum of three borings. The site investigation is estimated to consist of the following:

- Three borings will be drilled with standard penetration testing (SPT) sampling every 5 feet to a depth of 60 feet or at least 5 feet into bedrock.
- Three standpipe piezometers will be installed to measure the groundwater level. This will allow for additional measurements of the groundwater level to be made after the site investigation and during groundwater pumping.
- Disturbed SPT samples and bulk samples will be collected and tested to evaluate the material properties of the subsurface soils.

The drilling will be conducted by a qualified subcontracted driller, and Arcadis will provide one field geologist to oversee the drilling and prepare boring logs.

Task 2-3 – Existing Clarifier Instability Geotechnical Analyses and Report

Arcadis will use the data from the groundwater modeling under Task 1 to assess the potential drop in the groundwater level due to increased pumping. The stress distribution below the foundations and potential increase from the lowering of the groundwater table will be evaluated based on the results of the drilling

and laboratory analyses under Task 2-2. The estimated settlement from any change in applied stress to the subsurface soils supporting the foundation will be computed. A geotechnical report signed and stamped by a licensed Colorado Professional Engineer (PE) will include:

- Boring logs and test results.
- Results of settlement analysis and potential impacts to the clarifiers.
- Geotechnical requirements for pumping well construction and allowable pumping rates.

Tasks 2-4 and 2-5 below are optional additional tasks that would be required if the City elects to move forward with design of new secondary clarifiers.

Task 2-4 – Supplementary Site Investigation to Support New Clarifier Design

If the City proceeds with design and construction of new secondary clarifiers, additional geotechnical information on top of the baseline investigation outlined under Task 2-2 will be required. The supplementary site investigation will consist of an additional five borings and laboratory tests to categorize and evaluate the subsurface materials. These borings and laboratory tests are intended to confirm the data obtained in Task 2-2 and provide additional information on the subsurface material, including the area where New Secondary Clarifier 4 would be installed. Arcadis has budgeted for an additional 4.5 days of drilling, and as with Task 2-2, additional borings may be completed as time allows. The additional drilling would be conducted under the same mobilization as Task 2-2. The site investigation is estimated to consist of:

- Five drilled borings with standard penetration testing (SPT) sampling every 5 feet to an anticipated depth of between 40 and 60 feet and at least 5 feet into bedrock.
- Disturbed SPT samples and bulk samples will be collected and tested to evaluate the material properties of the subsurface soils.

The drilling will be conducted by a qualified subcontracted driller, and Arcadis will provide one field geologist to oversee the drilling and prepare boring logs.

Task 2-5 – New Clarifier Design Geotechnical Analyses and Report

Arcadis will use the data and information from Geotechnical Tasks 2-1, 2-2, and 2-4 to prepare a geotechnical report with foundation and construction recommendations. The geotechnical report will be signed and stamped by a licensed Colorado Professional Engineer (PE). It will include the information requested by Brown and Caldwell in the procurement guidelines. Some key points include:

- Anticipated uplift pressures on foundations and options to mitigate.
- Suitability of shallow vs deep foundations to support applied loads and resist uplift.
- Recommended foundation type with allowable bearing capacity and estimated settlement.
- Lateral earth pressures.
- Compaction and fill requirements.
- Seismic site classification and seismic design values in accordance with ASCE-7.

It is recommended that the geotechnical engineer be retained during design and construction to review plans, submittals, and inspect construction activities to document their conformity with the geotechnical report. These efforts are not included in this scope of work, and a post-report, time-and-materials contract is recommended to cover this effort.

Task 3: Arkansas River Hyporheic Zone Evaluation

The hydrogeologic and legal argument discussed under Task 1 Alternative 3 above is that dissolved selenium and manganese extracted with groundwater pumping would otherwise naturally discharge to the river with ambient groundwater flow. One potential complication with this argument would be if there is significant natural attenuation of selenium and/or manganese occurring within the groundwater-surface water mixing zone associated with the river sediments (i.e., the “hyporheic zone”). At this interface, the presence of fluvial deposits and biological activity differing in character from the alluvial sediment (e.g., the presence of organic matter, invertebrates, metal oxidizing or metal reducing bacteria, and dissolved oxygen from surface water) can cause differences in the geochemical environment resulting in redox-controlled attenuation reactions. As previously discussed with the City, Arcadis proposes taking the first steps toward investigating the potential presence or absence of these hyporheic zone dynamics through direct sampling. The hyporheic zone sampling program would involve the following components:

- Mobilization of two Arcadis field staff for up to two days to conduct field investigations.
- Installation of up to six drive point piezometers at the riverbank, in three sets of two:
    - At each set, one drive point will be collected within the river approximately two to five feet from the bank using an MHE Push Point sampler.
    - The other will be collected out of the water approximately 10 to 20 feet from the bank, penetrating at least three feet into the saturated zone below the ground surface. Piezometers will include a Solinst drive point with a 6-inch screen for collection of groundwater at the terminal drive point depth.
    - Groundwater samples will be collected from drive points using a peristaltic pump for analysis of field parameters and dissolved constituents (selenium, sulfate, manganese, iron, calcium, magnesium, alkalinity, total dissolved solids [TDS], and organic carbon, at minimum). Costs for water analyses by an external laboratory have been included in this proposal; however, these charges would not be incurred for any water analyses completed internally by the City. Additional potentially useful analyses, including selenium speciation, will be discussed with the City.
- Collection of sediments from up to three locations, each immediately adjacent to the in-river drive points for solids analysis. Sediment cores will be attempted from depths of 0 to 12 inches and from 24 to 36 inches using either a slide-hammer corer or a hand auger. Up to six samples will be submitted for laboratory analysis of moisture content, total selenium, iron, manganese, calcium, magnesium, total sulfur, and organic carbon.

The data collected from the field event will be analyzed to understand extent and mechanisms of selenium and/or sulfate attenuation prior to discharge of groundwater to surface water. These results will be summarized in a brief technical memorandum.

Schedule 2

Fee Schedule

Excerpt from Consultant Proposal (Letter) dated October 3, 2023, Page 7

Table 1: Estimated Cost by Task

	Cost
Task 1: Hydrogeologic Technical Evaluation	$30,830
Task 2 (Baseline: 2-1, 2-2, 2-3): Clarifier Stability Geotechnical Evaluation	$53,870
Task 2 (Supplementary: 2-4, 2-5): New Clarifier Design Geotechnical Evaluation	$72,140
Task 3: Arkansas River Hyporheic Zone Evaluation	$20,790
Task 4: Meetings with Pueblo and Project Management	$6,080
Estimated Total	**$183,710**

Schedule 3

Work Schedule

Excerpt from Consultant Proposal (Letter) dated October 3, 2023, Page 7

Arcadis will be prepared to begin work immediately upon award notification by the City. It is anticipated that the work will be completed by the second quarter of 2024, with a more specific schedule to be discussed with the City following award

Additional Information for Agreement

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s)

Note: Insurance requested from Consultant 11/10/2023 – to be added before signing of agreement

Colorado
Secretary of State
Jena Griswold

Summary

Details			
Name	Arcadis U.S., Inc.		
Status	Good Standing	**Formation date**	02/03/1998
ID number	19981021227	**Form**	Foreign Corporation
Periodic report month	February	**Jurisdiction**	Delaware
Principal office street address	630 Plaza Dr., Suite 200, Highlands Ranch, CO 80129, United States		
Principal office mailing address	110 WEST FAYETTE ST., SUITE 300, SY, ASSISTANT SECRETARY, NY 37243, United States		

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

Filing history and documents

Trade names

View Trademarks

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,

Arcadis U.S., Inc.

is an entity formed or registered under the law of Delaware , 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 19981021227 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/07/2023 that have been posted, and by documents delivered to this office electronically through 11/10/2023 @ 11:46:46 .

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 11/10/2023 @ 11:46:46 in accordance with applicable law. This certificate is assigned Confirmation Number 15478187 .

Secretary of State of the State of Colorado

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

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

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

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

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No_x__. (If you answered "no" please proceed to signature section at bottom of this page.)

(b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? For purposes of responding to this question, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation. Yes ____, No____.

If you answered "yes" please state which of the above entities best describes your business:
_____.

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

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

Name	Address	DOB	Social Security Number
Name	Address	DOB	Social Security Number

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

Company Name: Arcadis US, Inc.

Authorized Signature: _____ Title: Associate Vice President

Printed Name: David Gomes Date: October 6, 2023

Add Insurance

City Clerk's Office Item #_____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marissa Stoller, City Clerk

FROM: Andra Ahrens, Wastewater Director

SUBJECT: An Ordinance approving an agreement for Professional Services in the amount of $183,710 between the City of Pueblo, a Municipal Corporation, and Arcadis U.S. Inc., for consulting, hydrologic evaluation and geotechnical analyses and authorizing the mayor to execute the same

SUMMARY:

This Ordinance accepts an agreement between the City of Pueblo and Arcadis U.S. Inc. for professional services associated with hydrogeologic and geotechnical study of the groundwater at the water reclamation facility.

PREVIOUS COUNCIL ACTION:

Not Applicable

BACKGROUND:

This study will provide information on how the groundwater interacts with the Arkansas River and stability of the three secondary clarifiers if the groundwater is pumped from beneath the clarifiers. This study will provide information to the Colorado Department of Public Health and the Environment on the conductivity between the groundwater under the clarifiers and the Arkansas River. This evaluation will also inform on the stability of the existing clarifiers and the geotechnical information needed for new clarifiers to be built.

FINANCIAL IMPLICATIONS:

Funding for the professional services related to the study is available from the Sewer User Fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no-action alternative will leave the Water Reclamation Facility at risk of not being able to complete the clarifier design and other requirements.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Professional Services Agreement between the City of Pueblo and Arcadis U.S., Inc.
Arcadis U.S. Inc. Scope of Services for the study.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF $183,710 BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND ARCADIS U.S., INC. FOR CONSULTING SERVICES, HYDROLOGIC EVALUATION AND GEOTECHNICAL ANALYSES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

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

SECTION 2.

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

1. Hydrogeologic Technical Evaluation:
2. Clarifier Stability and new clarifiers geotechnical Evaluation:
3. Arkansas River Hyporheic Zone Evaluation
4. Meeting with Pueblo and Project Management

SECTION 3.

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

SECTION 4.

Funds for work performed under this agreement shall be paid from implement funds budgeted in the City's 2023 Budget from the Sewer User Fund.

SECTION 5.

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

SECTION 6.

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

Action by City Council:

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

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

<u>Action by City Council After Disapproval by the Mayor</u>:

☐ 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

Andra Ahrens
Wastewater Director
Pueblo Water Reclamation Facility
1300 South Queens Avenue
Pueblo, CO 81001
719-553-2896
aahrens@pueblo.us

Arcadis U.S., Inc.
630 Plaza Drive
Suite 200
Highlands Ranch
Colorado 80129
Tel 720 344 3500
Fax 720 344 3535
www.arcadis.com

Environment

Subject:
Cost Estimate for Clarifier Stability and Groundwater Release Evaluation, City of Pueblo Water Reclamation Facility

Date:
October 3, 2023

Contact:
Mike Hay, PhD

Phone:
720-409-0684

Email:
michael.hay@arcadis.com

Our ref:
30055926

Dear Ms. Ahrens:

Arcadis U.S., Inc. (Arcadis) is pleased to provide the City of Pueblo this cost estimate to support the City with an evaluation of clarifier stability and groundwater release options associated with routine maintenance of secondary clarifiers located at the Wastewater Reclamation Facility (WRF). Arcadis has been supporting the City in numerous evaluations related to groundwater issues, including characterization of groundwater chemistry and hydrogeology; support in groundwater well placement, design, and data evaluation; evaluation of WRF influent/effluent chemistry over time as a function of seasonal and weather factors; and ongoing regulatory support, including development of alternate effluent limit options for the City's current Discharger Specific Variance (DSV) to the water quality standard for selenium and sulfate on the Arkansas River adopted by the Colorado Department of Public Health and Environment (CDPHE) Water Quality Control Commission (WQCC).

As discussed with the City, the clarifier stability and groundwater release option analysis scope of work is to include the following three tasks:

- **Task 1**: Hydrogeological technical evaluations to support legal arguments against the requirement of a discharge permit for groundwater release to the Arkansas River

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

- **Task 2**: Geotechnical evaluation of ground stability and clarifier integrity following groundwater pumping and drawdown and/or to support the design of new secondary clarifiers
- **Task 3**: Arkansas River preliminary hyporheic zone evaluation for determination of groundwater selenium and manganese attenuation

In addition to the three technical tasks provided above, coordination (including check-in meetings between Arcadis and the City and project management) will be included as Task 4. The proposed scope of the three technical tasks is provided below and are costed separately to allow the City to move forward with some or all of the proposed tasks.

Task 1: Hydrogeologic Technical Evaluation

A successful legal argument against requiring a discharge permit for release of pumped groundwater to the Arkansas River likely relies on a conceptual model for groundwater flow and discharge to surface water. Therefore, this task will include a quantitative hydrogeological evaluation to support the conceptual model. This quantitative hydrogeological evaluation will primarily include the development of a numerical groundwater flow model, which can be used to calculate groundwater flow rates, groundwater drawdown and extraction rates under various pumping scenarios, and discharge of groundwater to the Arkansas River under ambient and pumping conditions.

The groundwater flow model will be developed using the widely used MODFLOW groundwater flow simulator. MODFLOW is well suited to simulate groundwater flow in the alluvial aquifer beneath the Site and surrounding areas. Based on Arcadis' preliminary review of the CSM, model boundaries will be defined to include the Arkansas River to the southeast and will extend a sufficient distance upstream and downstream to capture flow dynamics surrounding the WRF. It is Arcadis' understanding that aquifer testing data is available for the alluvial zone and will be used to constrain model parameters. The model will also be extended upgradient of the Site near the limits of the alluvial aquifer. Qualitative calibration of the groundwater flow model will proceed by adjusting hydraulic properties and boundary conditions within reasonable limits (as established by available data) to achieve a reasonable representation of the water levels and flow directions in the area. The model will also be adjusted to ensure simulated drawdown levels during dewatering are consistent with available observations. The model will be a useful tool to quantify and track groundwater flow in the vicinity of the Site, and it will have the ability to evaluate various stresses to the groundwater system including dewatering and infiltration or injection of water.

To meet the project objectives, the groundwater flow model will be used to evaluate three separate alternatives, as described below.

Alternative 1: Groundwater extraction and release to an infiltration trench

Under this alternative, the model will be used to evaluate the hydraulic impact of dewatering of the clarifier pond area and will be used to evaluate various methods for re-infiltration of extracted groundwater. The results of this evaluation will be used to inform potential alternatives to release of pumped water to the Arkansas River, if CDPHE ultimately rejects the City's request to terminate the discharge permit. The model will be useful in evaluating the number of injection points or length of an

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

infiltration gallery and the hydraulic response associated with injection under this alternative. Because water level data is limited, model evaluation including the evaluation of injected groundwater will undergo a limited sensitivity analysis to evaluate the uncertainty and significance of model parameter values.

Alternative 2: Enhanced groundwater extraction to facilitate irrigation use

Another alternative to direct discharge of pumped groundwater to the Arkansas River includes sale of the pumped water for agriculture irrigation use. Arcadis understands that when potential irrigation users were approached, the response was favorable, but only if greater volumes of water could be delivered. The groundwater flow model will be used to evaluate potential pumping rates and level of drawdown with increased pumping.

Alternative 3: Continued release of pumped groundwater to the Arkansas River

Under the status quo alternative of groundwater pumping at historical levels and discharge to the Arkansas River, the groundwater flow model can be used to support the argument that the pumped groundwater would otherwise quickly discharge to the river under ambient flow conditions, thereby providing the technical foundation for the legal argument that the discharge permit is not justified. Specifically, the groundwater model can be used to evaluate the fate of dissolved constituents with particle tracking. Particles released in the model will be used to evaluate groundwater flow paths and travel times of groundwater originating upgradient of the clarifier area and eventual discharge to surface water such as the Arkansas River. Using pathline tools, the model can be used to demonstrate that groundwater (naturally bearing selenium and manganese) that is normally pumped during dewatering activities would have eventually discharged to surface water if it was not extracted.

Under Task 1, a summary technical memorandum addressed to the City will be prepared summarizing model development and the simulation results for the three alternatives described above. This memorandum will be prepared for potential distribution to CDPHE at the City's discretion.

Task 2: Clarifier Stability Geotechnical Evaluation

Arcadis understands that there is a concern that desaturation of the subsurface with groundwater pumping rates that significantly exceed historical rates may lead to extensive dewatering and instability which could cause damage to the clarifiers. Specifically, there is concern that aquifer desaturation at levels that have not been historically observed could lead to ground subsidence, causing the clarifiers to sink. Although this is likely not a concern under Alternatives 1 or 3 above (since these alternatives involve pumping at levels that would not exceed historical drawdown), this is a potential concern under Alternative 2, as increased pumping could lead to unprecedented levels of water level drawdown. This risk would be evaluated under this task with a geotechnical study of the alluvial formation underlying the clarifiers.

In addition, Arcadis understands that the City may instead opt to construct new secondary clarifiers to replace the existing clarifiers. These new clarifiers would be resistant to uplift when the clarifiers are drained for maintenance, thereby obviating the need for groundwater pumping. In this event, a

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

geotechnical evaluation would still be required to support the design and construction of the new clarifiers.

The geotechnical scope of work is described under the five subtasks below. Arcadis would proceed with all five of these subtasks if geotechnical analyses are required for both the existing clarifier stability evaluation and new clarifier design. If the City elects to proceed with the existing clarifier stability evaluation only, this work will include Tasks 2-1, 2-2, and 2-3. If the City elects to proceed only with new clarifier design, this work will include Tasks 2-1, 2-2, 2-4, and 2-5.

Task 2-1 – Desktop Study and Existing Data Review

Arcadis recommends a review of any existing geotechnical be completed prior to any site investigation. This will consist of a review of previous boring logs and/or well logs that have been completed at nearby locations. The as-built drawings of the clarifiers and any construction reports will be reviewed. The available groundwater data and pumping flow rates will also be reviewed and analyzed. This information can be used to:

- Provide data for a preliminary estimate of the project feasibility.
- Optimize the location and depth of the borings.
- Supplement data obtained during the field investigation.

Task 2-2 – Baseline Clarifier Stability Site Investigation

The site investigation for evaluation of existing clarifier stability will consist of borings and laboratory tests to categorize and evaluate the subsurface materials. As mentioned above, the number of borings and locations may be adjusted based on the review of the existing information. Arcadis has budgeted for 3 days of drilling to allow for a minimum of three borings. The site investigation is estimated to consist of the following:

- Three borings will be drilled with standard penetration testing (SPT) sampling every 5 feet to a depth of 60 feet or at least 5 feet into bedrock.
- Three standpipe piezometers will be installed to measure the groundwater level. This will allow for additional measurements of the groundwater level to be made after the site investigation and during groundwater pumping.
- Disturbed SPT samples and bulk samples will be collected and tested to evaluate the material properties of the subsurface soils.

The drilling will be conducted by a qualified subcontracted driller, and Arcadis will provide one field geologist to oversee the drilling and prepare boring logs.

Task 2-3 – Existing Clarifier Instability Geotechnical Analyses and Report

Arcadis will use the data from the groundwater modeling under Task 1 to assess the potential drop in the groundwater level due to increased pumping. The stress distribution below the foundations and potential increase from the lowering of the groundwater table will be evaluated based on the results of the drilling

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

and laboratory analyses under Task 2-2. The estimated settlement from any change in applied stress to the subsurface soils supporting the foundation will be computed. A geotechnical report signed and stamped by a licensed Colorado Professional Engineer (PE) will include:

- Boring logs and test results.
- Results of settlement analysis and potential impacts to the clarifiers.
- Geotechnical requirements for pumping well construction and allowable pumping rates.

Tasks 2-4 and 2-5 below are optional additional tasks that would be required if the City elects to move forward with design of new secondary clarifiers.

Task 2-4 – Supplementary Site Investigation to Support New Clarifier Design

If the City proceeds with design and construction of new secondary clarifiers, additional geotechnical information on top of the baseline investigation outlined under Task 2-2 will be required. The supplementary site investigation will consist of an additional five borings and laboratory tests to categorize and evaluate the subsurface materials. These borings and laboratory tests are intended to confirm the data obtained in Task 2-2 and provide additional information on the subsurface material, including the area where New Secondary Clarifier 4 would be installed. Arcadis has budgeted for an additional 4.5 days of drilling, and as with Task 2-2, additional borings may be completed as time allows. The additional drilling would be conducted under the same mobilization as Task 2-2. The site investigation is estimated to consist of:

- Five drilled borings with standard penetration testing (SPT) sampling every 5 feet to an anticipated depth of between 40 and 60 feet and at least 5 feet into bedrock.
- Disturbed SPT samples and bulk samples will be collected and tested to evaluate the material properties of the subsurface soils.

The drilling will be conducted by a qualified subcontracted driller, and Arcadis will provide one field geologist to oversee the drilling and prepare boring logs.

Task 2-5 – New Clarifier Design Geotechnical Analyses and Report

Arcadis will use the data and information from Geotechnical Tasks 2-1, 2-2, and 2-4 to prepare a geotechnical report with foundation and construction recommendations. The geotechnical report will be signed and stamped by a licensed Colorado Professional Engineer (PE). It will include the information requested by Brown and Caldwell in the procurement guidelines. Some key points include:

- Anticipated uplift pressures on foundations and options to mitigate.
- Suitability of shallow vs deep foundations to support applied loads and resist uplift.
- Recommended foundation type with allowable bearing capacity and estimated settlement.
- Lateral earth pressures.
- Compaction and fill requirements.
- Seismic site classification and seismic design values in accordance with ASCE-7.

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

It is recommended that the geotechnical engineer be retained during design and construction to review plans, submittals, and inspect construction activities to document their conformity with the geotechnical report. These efforts are not included in this scope of work, and a post-report, time-and-materials contract is recommended to cover this effort.

Task 3: Arkansas River Hyporheic Zone Evaluation

The hydrogeologic and legal argument discussed under Task 1 Alternative 3 above is that dissolved selenium and manganese extracted with groundwater pumping would otherwise naturally discharge to the river with ambient groundwater flow. One potential complication with this argument would be if there is significant natural attenuation of selenium and/or manganese occurring within the groundwater-surface water mixing zone associated with the river sediments (i.e., the “hyporheic zone”). At this interface, the presence of fluvial deposits and biological activity differing in character from the alluvial sediment (e.g., the presence of organic matter, invertebrates, metal oxidizing or metal reducing bacteria, and dissolved oxygen from surface water) can cause differences in the geochemical environment resulting in redox-controlled attenuation reactions. As previously discussed with the City, Arcadis proposes taking the first steps toward investigating the potential presence or absence of these hyporheic zone dynamics through direct sampling. The hyporheic zone sampling program would involve the following components:

- Mobilization of two Arcadis field staff for up to two days to conduct field investigations.
- Installation of up to six drive point piezometers at the riverbank, in three sets of two:
    - At each set, one drive point will be collected within the river approximately two to five feet from the bank using an MHE Push Point sampler.
    - The other will be collected out of the water approximately 10 to 20 feet from the bank, penetrating at least three feet into the saturated zone below the ground surface. Piezometers will include a Solinst drive point with a 6-inch screen for collection of groundwater at the terminal drive point depth.
    - Groundwater samples will be collected from drive points using a peristaltic pump for analysis of field parameters and dissolved constituents (selenium, sulfate, manganese, iron, calcium, magnesium, alkalinity, total dissolved solids [TDS], and organic carbon, at minimum). Costs for water analyses by an external laboratory have been included in this proposal; however, these charges would not be incurred for any water analyses completed internally by the City. Additional potentially useful analyses, including selenium speciation, will be discussed with the City.
- Collection of sediments from up to three locations, each immediately adjacent to the in-river drive points for solids analysis. Sediment cores will be attempted from depths of 0 to 12 inches and from 24 to 36 inches using either a slide-hammer corer or a hand auger. Up to six samples will be submitted for laboratory analysis of moisture content, total selenium, iron, manganese, calcium, magnesium, total sulfur, and organic carbon.

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

The data collected from the field event will be analyzed to understand extent and mechanisms of selenium and/or sulfate attenuation prior to discharge of groundwater to surface water. These results will be summarized in a brief technical memorandum.

Cost and Schedule

The total estimated cost of the proposed work is **$183,710**, which includes the estimated breakdown by project task described in Table 1 below. Arcadis will be prepared to begin work immediately upon award notification by the City. It is anticipated that the work will be completed by the second quarter of 2024, with a more specific schedule to be discussed with the City following award.

Table 1: Estimated Cost by Task

	Cost
Task 1: Hydrogeologic Technical Evaluation	$30,830
Task 2 (Baseline: 2-1, 2-2, 2-3): Clarifier Stability Geotechnical Evaluation	$53,870
Task 2 (Supplementary: 2-4, 2-5): New Clarifier Design Geotechnical Evaluation	$72,140
Task 3: Arkansas River Hyporheic Zone Evaluation	$20,790
Task 4: Meetings with Pueblo and Project Management	$6,080
Estimated Total	**$183,710**

This proposal shall be governed by the Agreement for Professional Services provided by the City of Pueblo, reviewed by Arcadis, and attached to this letter.

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

We look forward to continuing to work with you on this important project. If you have questions regarding this proposal, please do not hesitate to call me at 714-508-2606.

Sincerely,

Arcadis U.S., Inc.

Mike Hay, PhD, Arcadis
Principal Scientist

Craig E. Divine, PhD, PG
Senior Vice President

Copies:
David Gomes, PE, PMP, Arcadis

Enclosures:

Attachments

1 Agreement for Professional Service

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 11, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: AN ORDINANCE APPROVING A JOINT FUNDING AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE U.S. GEOLOGICAL SURVEY, TO CONTINUE THE COLLECTION OF HYDROLOGIC DATA ALONG FOUNTAIN CREEK AND THE ARKANSAS RIVER AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Joint Funding Agreement between the City of Pueblo and the U.S. Geologic Survey ("USGS") for the 2024 calendar year, to continue the collection of hydrologic data, including gaging stations and sediment data.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Collection of Daily Suspended Sediment

The cost for operation and maintenance of the sediment monitor is shared by City of Pueblo, Pueblo County, and Southeastern Colorado Water Activity Enterprise. The cost to the City of Pueblo is $10,619.

Collection of Streamflow Data

The USGS will operate surface-water gages at 07099970 Arkansas River at Moffat Street and 07099973 Arkansas River Tributary above Hwy 227. Real-time data from

these sites are also available on the worldwide web. Cost to the City of Pueblo for this program element is $10,619.

FINANCIAL IMPLICATIONS:

SUMMARY OF CITY OF PUEBLO/USGS
COOPERATIVE PROGRAM

	Surface Water Program Element	City of Pueblo	USGS	Total
1.	Operation and maintenance of daily sediment site at Fountain Creek at Pueblo	$ 5,106	$1,754	$6,8
2a.	Operation and maintenance of stream gage at 07099970 Arkansas River at Moffat Street	$2,080	$863	$2,9
2b.	Operation and maintenance of stream gage at 07099973 Arkansas River Tributary above Hwy 227	$3 433		$3 4
	Totals	$10,619	$2,617	$13,

Funds for implementation of this agreement are included in the Wastewater Department's 2024 budget.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

The no-action alternative would jeopardize the continuation of the collection of hydrologic data, including gaging stations and sediment data, along Fountain Creek and the Arkansas River.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 11-27-23 USGS and City of Pueblo JFA 2024 BTF
2. 11-27-23 USGS Progra City of Pueblo Attach 2024

ORDINANCE NO. 10610

AN ORDINANCE APPROVING A JOINT FUNDING AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE U.S. GEOLOGICAL SURVEY, TO CONTINUE THE COLLECTION OF HYDROLOGIC DATA ALONG FOUNTAIN CREEK AND THE ARKANSAS RIVER AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

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

SECTION 1.

The Joint Funding Agreement by and between the City of Pueblo, a Colorado Municipal Corporation and the U.S. Geological Survey, dated January 1, 2024, a copy of which is attached hereto and made part hereof by reference ("Agreement") after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 27, 2023.

Final adoption of Ordinance by City Council on December 11, 2023.

President of City Council

Action by the Mayor:

☒ Approved on December 18, 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

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR WATER RESOURCES INVESTIGATIONS

Customer No: 6000001058
Agreement No: 24REJFACO 214
Project No:
TIN #: 846000615

Fixed Cost Agreement [X] Yes [ ] No

THIS AGREEMENT is entered into as of the **1st day** of **January, 2024** by the U.S. GEOLOGICAL SURVEY, Colorado Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **City of Pueblo,** party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations , **collection of hydrologic data including gaging stations and sediment data**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of $**0.00**.

   (a) **$2,617.00** by the party of the first part during the period **January 1, 2024** to **December 31, 2024**

   (b) **$10,619.00** by the party of the second part during the period **January 1, 2024** to **December 31, 2024**

   (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:

   $0.00 Description of USGS regional/national program: **NA**

   (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

   (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the scope of work are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices).

9. Billing for this agreement will be rendered **semi-annually (in September and December)**. Invoices not paid within 60 days from date of bill will bear Interest, Penalties, and Administrative costs as the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. 3717) established by the U.S. Treasury.

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR WATER RESOURCES INVESTIGATIONS

Customer No: 6000001058
Agreement No: 24REJFACO 214
Project No:
TIN #: 846000615
Fixed Cost Agreement [X] Yes [ ] No

USGS Technical Point of Contact
Name: Krystal Brown
Title: Supervisory Hydrologic Technician
Address: 201 E. 9th St.
City/State/Zip: Pueblo, CO 81003
Telephone: 719-562-2841
Fax: 719-544-2463
Email: kbrown@usgs.gov

Customer Technical Point of Contact
Name: Andra Ahrens
Title: Interim Wastewater Director
Address: 1300 South Queens Avenue
City/State/Zip: Pueblo, CO 81001
Telephone: 719-553-2896
Fax:
Email: aahrens@pueblo.us

USGS Billing Point of Contact
Name: Meghan Patterson
Title: Budget Analyst
Address: Denver Federal Center, MS-415, Building 53
City/State/Zip: Lakewood, CO 80225
Telephone: 303-236-1450
Fax: 303-236-4912
Email: mpatterson@usgs.gov

Customer Billing Point of Contact
Name: Nicholas Gradisar
Title: City Mayor
Address: City of Pueblo, 1 City Hall Place
City/State/Zip: Pueblo, CO 81003
Telephone: 719-553-2611
Fax:
Email: NGradisar@pueblo.us

U.S. Geological Survey
United States
Department of Interior

SIGNATURE

By: BRANDON FORBES Digitally signed by BRANDON FORBES Date: 2023.10.26 17:28:00 -06'00' Date:_____
Name: (acting for) Matthew Ely
Title: Director, CWSC/USGS

City of Pueblo

SIGNATURES

By:_____Date:_____
Name: Nicholas Gradisar
Title: City Mayor

Proposed Program for Calendar Year 2024

1. Collection of Daily Suspended Sediment

Fountain Creek is a major source of sediment to the Arkansas River. Channel aggradation of Fountain Creek and the Arkansas River downstream from Fountain Creek decreases the conveyance capacity of the river. Aggradation of the channel can also affect water levels in the alluvial aquifer of the Arkansas River valley. These data provide managers a means of assessing success of efforts to mitigate and reduce sediment transport.

An automatic suspended sediment sampler at the gage is activated by the satellite data collection platform. Samples are collected on a timed basis with extra samples collected on rises to define the suspended sediment concentration. The sampler is calibrated periodically by the field person who collects field samples using a hand sampler. The sampler will be operated from March to October and daily suspended sediment load will be computed.

During 2024, construction is expected to occur at the gage 07106500 Fountain Creek at Pueblo. During construction, the sediment location will be temporarily relocated approximately one mile downstream at the temporary streamgage 07106510 Fountain Creek at 8th St. at Pueblo, CO.

The cost for operation and maintenance of the sediment monitor is shared by City of Pueblo, Pueblo County, and Southeastern Colorado Water Activity Enterprise. The cost to the City of Pueblo is $5,106.

2. Collection of Streamflow Data

The USGS will operate surface-water gages at 07099970 Arkansas River at Moffat Street and 07099973 Arkansas River Tributary above Hwy 227. Real-time data from these sites are also available on the world-wide web at http://wter.usgs.gov/nwis. Total cost to the City of Pueblo for this program element is $5,513.

SUMMARY OF CITY OF PUEBLO/USGS
COOPERATIVE PROGRAM

	Program Element	City of Pueblo	USGS	Total	Surface-water Prioritization[1]
1.	Operation and maintenance of daily sediment site at Fountain Creek at Pueblo[2]	$5,106	$1,754	$6,860	--
2a.	Operation and maintenance of stream gage at 07099970 Arkansas River at Moffat Street[3]	$2,080	$863	$2,943	MEDIUM
2b.	Operation and maintenance of stream gage at 07099973 Arkansas River Tributary above Hwy 227.[3]	$3,433	--	$3,433	VERY LOW
	Totals	$10,619	$2,617	$13,236	

[1]Surface-water prioritization USGS match percentage: Medium=29.3%. Very Low receives no Cooperative Matching Funds.
[2]Operation and maintence shared equally by two other cooperators under separate agreements; Southeastern Colorado Water Activity Enterprise and Pueblo County.
[3] Operation and maintenance shared equally by six other cooperators under separate agreements; St. Charles Mesa Water District, Pueblo Board of Water Works, City of Aurora, Southeastern Colorado Water Activity Enterprise, Colorado Springs Utilities, and the City of Fountain.
[4] Operation and maintenance shared equally by five other cooperators under separate agreements: Pueblo Board of Water Works, City of Fountain, City of Aurora, Colorado Springs Utilities, and Southeastern Colorado Water Ativity Enterprise.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 11, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $566,050 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., FOR CONSULTING ENGINEERING AND PROJECT MANAGEMENT SERVICES WITH RESPECT TO UPGRADING THE JAMES R. DILORIO WATER RECLAMATION FACILITY'S ROCKWELL AUTOMATION FACTORYTALK VIEW SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Ordinance accepts an agreement between the City of Pueblo and Brown and Caldwell, Inc. for consulting engineering services relating to upgrade the James R. Dilorio Water Reclamation Facility's Rockwell Automation FactoryTalk View Supervisory Control and Data Acquisition (SCADA) system.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

The City of Pueblo has requested Brown and Caldwell to upgrade the James R. Dilorio Water Reclamation Facility's Rockwell Automation FactoryTalk View Supervisory Control and Data Acquisition (SCADA) system. The SCADA controls all the programmable logic control (PLC), the PLC controls all the automation throughout the plant. If the SCADA system were to fail, the plant would have to be staffed twenty-four hours a day to insure all the processes are functioning properly. Operators rely on this system to operate and monitor this facility safely and efficiently. Over the years, this system has been developed to meet the needs of the operating staff. However, the current version of the software is no longer supported by the current computer systems. The current software requires Windows 7 operating system that is no longer supported by Microsoft and is susceptible to cybersecurity attacks. With the SCADA software version, the City of Pueblo has limited options to maintain a functioning SCADA system and is at risk of irreversible damage or data loss.

FINANCIAL IMPLICATIONS:

The cost of the agreement with Brown and Caldwell to provide design services for the rehabilitation project will not exceed $566,050. Funds are available from the WRF Facility Rehab (WWAN04).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no-action alternative will leave the Water Reclamation Facility at risk of irreversible damage or data loss.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. 11-27-23 SCADA 18-087 Schedules and Additional Info for WRF SCADA Upgrade
2. 11-27-23 SCADA 18-087 Scada Professional Services Agreement

ORDINANCE NO. 10611

AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $566,050 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., FOR CONSULTING ENGINEERING AND PROJECT MANAGEMENT SERVICES WITH RESPECT TO UPGRADING THE JAMES R. DILORIO WATER RECLAMATION FACILITY'S ROCKWELL AUTOMATION FACTORYTALK VIEW SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

WHEREAS, consulting engineering required with respect to upgrade the James R. Dilorio Water Reclamation Facility's Rockwell Automation FactoryTalk View Supervisory Control and Data Acquisition (SCADA) system and

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

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

SECTION 1.

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

SECTION 2.

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

1. Project management and Administration:
2. Existing Conditions Assessment:
3. SCADA Standard Development:
4. SCADA System Programming:
5. System Commissioning and Post Installation Support:

SECTION 3.

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

SECTION 4.

Funds for work performed under this agreement shall be from the WRF Facility Rehab (WWAN04).

SECTION 5.

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

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 27, 2023.

Final adoption of Ordinance by City Council on December 11, 2023.

_____
President of City Council

Action by the Mayor:

☒ Approved on December 18, 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

Schedule 1
Scope of Services

Excerpt from Consultant Proposal dated September 2023 (revised and updated November 6, 2023), Pages 1 – 11

Project Overview

Pueblo has requested Brown and Caldwell (BC) prepare a scope of services to upgrade the James R. Dilorio Water Reclamation Facility's (WRF) Rockwell Automation FactoryTalk View Supervisory Control and Data Acquisition (SCADA) system. Operators rely on this system to operate and monitor this facility safely and efficiently. Over the years, this system has been developed to meet the needs of the operations staff; however, the current version of the software is no longer supported by current computer operating systems. The current software requires a Windows 7 operating system that is no longer supported by Microsoft and is susceptible to cybersecurity attacks. With this SCADA software version, Pueblo has limited options to maintain a functioning SCADA system and is at risk of irreversible damage or data loss. This project is intended to assist Pueblo with a SCADA upgrade.

This Scope of Services describes the professional services to be provided by BC for the City of Pueblo Water Reclamation Facility SCADA upgrade. Services include the following phases:

- Phase 100 – Project Management
- Phase 200 – Existing Conditions Assessment
- Phase 300 – SCADA Standards Development
- Phase 400 – SCADA System Programming
- Phase 500 – System Commissioning and Post Installation Support

Project Objectives

The following specific project objectives have been identified by Pueblo WRF staff:

- Human Machine Interface:
  - Upgrade the plant's existing SCADA HMI software to the current version of Rockwell FactoryTalk.
  - Migrate the plant's existing SCADA screens to the new FactoryTalk HMI system.
  - Migrate the plant's existing alarms to the new FactoryTalk Alarm and Events system.
  - Establish logging of discrete tag state changes to the new FactoryTalk Alarm and Events system.
  - Remove the City's Backup SCADA system (BIF System) after the upgraded SCADA system is fully operational.
- Historian:
  - The plant's existing historian system is not functioning properly.
  - Provide FactoryTalk Historian to match the upgraded HMI version.
  - Establish historical logging and trending for all analog tags (4-20mA inputs to PLCs, analog values read via serial or network protocol, or calculated values generated by the SCADA system).
- Reports:
  - Provide new reporting software compatible with the upgrade Historian.
  - Obtain copies of all the existing reports being generated by the plant's backup SCADA (BIF) system.

  - Provide new reports in the new reporting software that match the form and content of the plant's existing reports.
- Remote Alarm Notification
  - Upgrade the plant's existing Win911 remote alarm notification software to the current version.
  - Re-establish and test all existing remote alarms currently active in the system.
  - Provide voice over IP to analog dial-out hardware as required for compatibility with new remote alarm software.
- Hardware:
  - Provide redundant servers and eight (8) client workstations compatible with the provided versions of software and conforming to the City's IT department requirements.
  - Submit proposed hardware to City for review before procurement.
  - Coordinate with the City to implement all required security measures and network configuration.

Project Assumptions

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

- Pueblo will procure any hardware and software licenses.
- The WRF's PLCs will not require additional programming.
- The current WRF SCADA system consists of the following software that shall be upgraded to the latest versions:
  - Human Machine Interface (HMI): Rockwell FactoryTalk Version 6.10.00 (CPR9 SR4)
  - Reporting Software: XLReporter Version 12.4.0 / Serial #27536
  - Remote Alarm Notification: Version: 7.13.00.0 Win-911 Scan & Alarm / Win-911 VX
  - PLC Programming Software:
    - RSLogix 500: Version 8.40.00 (CPR 9) / Serial #: 1012141218
    - RS Logix 5000: Version: V20.04.00 (CPR 9 SR5)
    - RS Linx Classic Professional: Version: 2.59.01 (CPR 9 SR5) / Serial #: 1203222448

Schedule:

- The accompanying schedule assumes review comments will be provided within 10 business days of submittal of technical memoranda and 30 business days for the complete Draft Master Plan Report.

Effort and Budget:

- BC may shift budget between work tasks as necessary to complete the work.
- The initial effort is limited to the hours identified in the attached fee estimate. If the effort to complete the identified tasks exceeds the estimate, the PM will coordinate with Pueblo to identify areas where BC can limit our effort to the available budget.

Scope of Services

Phase 100 – Project Management

Objective

Provide project management and coordination of work associated with this project, including schedules, budgets, technical quality reviews, meetings, deliverables, and invoices.

Activities: This phase includes the following activities:

- Communication and coordination with the City as necessary.
- Conduct bi-weekly internal project management and team meetings.
- Conduct monthly, 30-minute, conference calls to discuss task status, issues, and upcoming work with the city for the duration of this work task through completion.
- Prepare monthly invoices.
- Monitor task activities, schedule, and budget expenditures.
- Develop and maintain Project Management Plan, QA/QC Plan, Health and Safety Plan, and Project Schedule.

Deliverables:

- Project invoices.
- Meeting agendas and meeting minutes, as needed.

Phase 200 – Existing Condition Assessment

Objective

The objective for this phase is to review the current operation of the facility and assess current SCADA vulnerabilities, interview staff to discover any SCADA related challenges and or deficiencies, and perform a cyber security audit based on EPA guidelines.

Task 210: SCADA System Site Assessment

Perform site assessments of the SCADA system to define the current state of the hardware and software systems employed at the WRF.

Activities:

- Submit a request for information to Pueblo staff. Information request will request for drawings, specifications, vendor cut sheets and other information that relates to the existing SCADA system.
- Two BC personnel will perform a three-day site visit to investigate hardware and software elements of the existing system.

- Host a post site visit and staff interview virtual workshop to discuss results (3 BC personnel for 2 hours) of the site assessments and to discuss high level future functionality and goals of the SCADA system. Workshop shall be facilitated virtually.

Deliverables:

- Information request sent via email to City of Pueblo
- Four-page summary of existing conditions which will include an inventory of Pueblo's digital assets and software.
- Workshop agenda and workshop meeting minutes

Assumptions:

- The assessment will be limited to the SCADA system and will not include any business network components.

Task 220: Staff Interviews

In addition to the information that will be gathered during the SCADA assessment BC will interview five additional staff virtually for one hour to gather existing system and control information specifics, as well as performance concerns with the current system.

Activities: This task includes the following activities:

- 5 one-hour interviews with Pueblo staff, performed virtually.

Assumptions:

- Pueblo's PM will determine the four staff to interview to augment the information gathered during the site visit.
- Interviews will be performed virtually with Pueblo staff and all meetings will be held within the same week.

Task 230: Known Cybersecurity Vulnerabilities Report

Cybersecurity represents a growing and substantial threat to utilities. BC will utilize the SCADA inventory to develop a known cybersecurity vulnerabilities report.

Activities:

- Review of Pueblo's digital assets and software

Deliverables:

- Device listing with known vulnerabilities and mitigation/remediation strategies such as upgrading, patching, monitoring, or improved defensive architectures.

Assumptions:

- Pueblo staff will provide any additional information required.

Task 240: Network Documentation, Computer and SCADA Software Recommendations

To facilitate the development and deployment of the FactoryTalk View architecture while not impacting the existing SCADA system, BC will develop a network topology and associated network block diagram that can operate in parallel with the current SCADA system. Additionally, server, workstation, and software recommendations to implement the latest version of FactoryTalk View shall be provided.

Activities:

- Develop network block diagram for client review. The block diagram will show all servers and client workstations as well as the existing network topology.
- Quantify the number of physical servers required to maintain the system redundancy.
- Provide a list of required servers.
- Provide a list of server and workstation size recommendations.
- Provide a list of Rockwell software.

Deliverables:

- Network block diagram delivered in pdf and Visio formats.
- A report that lists each server, workstation, and software needed.

Assumptions:

- Network block diagram will not include any business network infrastructure.
- Pueblo will use the recommended server and workstation sizes to procure new servers and workstations.
- Pueblo will use the list of Rockwell software to procure the latest version of FactoryTalk software.
- New IP addresses will be assigned to the new SCADA servers and workstations.

Phase 300 – SCADA Standards Development

Objective

The objective of this phase is to develop a set of HMI graphical and Historian standards that Pueblo can utilize as set of requirements on future project for engineers, programmers, contractors, and internal resources performing any work on the SCADA system.

Task 310: PLC Programming Standard

BC will develop a controller programming standard document which defines the PLC program structure, configuration, and standard programming block documentation structure to be used within the PLCs. Standard programming blocks leverage the controllers object-oriented programming to provide modular, reusable standardized building blocks of custom controller code that is fully tested, documented, and encapsulated within a secured custom instruction block.

Activities:

- Facilitate a four-hour workshop with Pueblo staff. BC will present the PLC standard at this workshop.
- Collect the feedback from this workshop and the Pueblo staff preferences and incorporate them into the PLC programming standard.

Deliverables:

- PLC standard that documents the PLC program structure, configuration, and standard programming block documentation structure to be used within the PLCs.

Assumptions:

- Workshop will be conducted virtually.

Task 320: HMI Graphics Standard

The existing HMI configuration has been developed over an extended period. This creates differences and uniqueness based on the programming method, preference, and user interface understanding. Since the primary purpose of the HMI is to provide a graphical user interface to the operations staff, a graphical foundation and structure based on the preferences of the operations staff is recommended.

Activities:

- Facilitate 3 two-hour workshop with Pueblo staff.
  - Present graphical options and alternatives.
  - Collect the feedback from this workshop and the Pueblo staff preferences and incorporate them into the HMI graphical standard.

Deliverables:

- HMI graphics standard that documents the HMI graphics.

Assumptions:

- Workshop will be conducted virtually.

Task 330: Historian Standard

Pueblo staff have identified that the current Historian configuration is not functioning properly. BC will facilitate a three-hour workshop to discuss historical data configuration options along with reporting solutions.

Activities:

- Facilitate a three-hour workshop with Pueblo staff.
- Present historian configuration best practices for Rockwell's FactoryTalk Historian
- Pueblo staff feedback and preferences will be collected, and then incorporated into the Historian standard development.

Deliverables:

- Historian standard that documents the historian configuration requirements.

Assumptions:

- Workshop will be conducted virtually.
- Pueblo staff will be able to provide any existing required reports.

Phase 400 – SCADA System Programming

Objective

The objective of this phase is to install and configure the new SCADA servers and workstations with the latest version of FactoryTalk View, program the HMI graphics to match the standards developed in the previous phase, configure the Historian to collect data based on the Historian standard, and to develop the automatically generated reports.

Task 410: Software Installation and Configuration

The objective of this task is to install and configure the new SCADA servers and workstations with the latest version of FactoryTalk View.

Activities:

- Install and configure the server software based on the network architecture developed in Task 240.
- Install and configure the client software on 8 client workstations.

Assumptions:

- The servers and workstations will be available to BC via a remote desktop connection.
- Pueblo staff will join the servers and workstations to the SCADA active directory.
- Server and workstation configuration will be done in an offline environment.
- New IP addresses will be assigned to the new servers and workstations.

Deliverables:

- HMI and Historian servers, and client workstations with FactoryTalk View software installed and configured.

Task 420: HMI Graphics

The objective of this task is to program the HMI graphics utilizing the standards developed in Task 320.

Activities:

- Develop and submit to the client the HMI graphics based on the new HMI standards.
- Facilitate ten, two-hour workshops to present the new HMI graphics and to collect staff feedback and preferences.

Assumptions:

- The servers and workstations will be available to BC via a remote desktop connection.
- Graphics development will be done in BC's environment.

Deliverables:

- HMI graphics files ready for deployment on servers and workstation.

Task 430: Alarm Configuration

The objective of this task is to configure the FactoryTalk alarms based on the standards developed in HMI standards, and to configure the remote alarm notification system.

Activities:

- Configure the FactoryTalk Alarm and Events database to capture the alarms identified in the HMI standard.
- Develop and submit to the client a list of alarms for Pueblo staff to review. Pueblo staff comments will be incorporated into the final list of alarms.
- Install and configure the remote alarm notification system.

Assumptions:

- Pueblo staff will provide a list of contacts to be incorporated into the remote alarm notification system.

Deliverables:

- A list of configured alarms in an Excel spreadsheet.

- Configured FactoryTalk Alarm and Events database.
- Configured WIN-911 alarming system

Task 440: Historian Configuration

The objective of this task is to configure the Historian based on the standards developed in Task 330.

Activities:

- Configure the historical database to collect data based on the new standards.
- Configure the data collectors to store data to prevent data loss in the event of historian failure.
- Provide a new list of historical data points for review by Pueblo staff. Pueblo staff comments will be incorporated into the final list of historical data points.

Deliverables:

- A List of configured historical data points in an Excel spreadsheet.
- Configured historical database ready to receive data from the PLCs.

Task 450: Report Configuration

The objective of this task is to develop and configure automatically generated reports.

Activities:

- Develop up to ten automatically generated reports.
- Reports will be submitted to Pueblo staff for their review.
- A two-hour workshop will be held to review the reports, and to capture Pueblo staff feedback and preferences.

Deliverables:

- Ten reports configured in the reporting software.
- PDF copies of the configured reports.

Assumptions:

- The historian will be the sole data source for the reports.

Phase 500 – System Commissioning and Post Installation Support

The objective of this phase is to develop a system testing plan, commission the new system based on the testing plan, provide training to staff on the use of the new system, and to provide post installation services.

Task 510: System Test Plan Development

This task will create a testing plan and schedule.

Activities:

- Develop and submit to the client a system testing plan and schedule.
- Facilitate a two-hour meeting to review and discuss the testing plan and schedule. Incorporate the staff feedback into the final testing plan.

Deliverables:

- Commissioning meeting agenda
- System Testing Plan

Task 520: Staff Training

Prior to the commissioning, BC shall lead four, four-hour interactive workshops with Pueblo staff to train them on the use of the new HMI, historian, alarming, and reporting software.

Activities:

- Develop and submit a training plan agenda.
- Facilitate four, four-hour training sessions.
  - Session 1 – Use of the new HMI graphics, and alarm notification system
  - Session 2 – Use of the new historian, and reports
  - Session 3 – Use of the new HMI graphics, and alarm notification system
  - Session 4 – Use of the new historian, and reports
- Training will be conducted utilizing the client workstations and servers.

Assumptions:

- Training days shall be on consecutive days.
- Training will be conducted at the WRF.
- Pueblo PM will schedule the sessions such that no more than eight staff members are in any training session.

Task 530: System Commissioning

During this task, the new SCADA software and hardware will be tested and commissioned.

Activities:

- Commission, and test the new system based on the test plan and schedule.

Assumptions:

- Pueblo staff will be available as needed to manipulate equipment to perform verification of the new system.

Task 540: Post Installation Services

A $50,000 allowance is included in this task to cover the cost of incorporating system modifications made to the SCADA system after the new HMI system has been installed and tested. This allowance will

allow changes to be made to the SCADA system during the reprogramming effort and still be included in the migrated system.

The Pueblo project manager shall be responsible for coordinating with the BC project manager to provide notice of any modifications made to the SCADA system prior to the start of work on the modification.

Schedule 2
Fee Schedule

Excerpt from Consultant Proposal dated September 2023, Page 12

Notes: Assume 10 month project duration.

Exhibit A - SCADA Upgrade

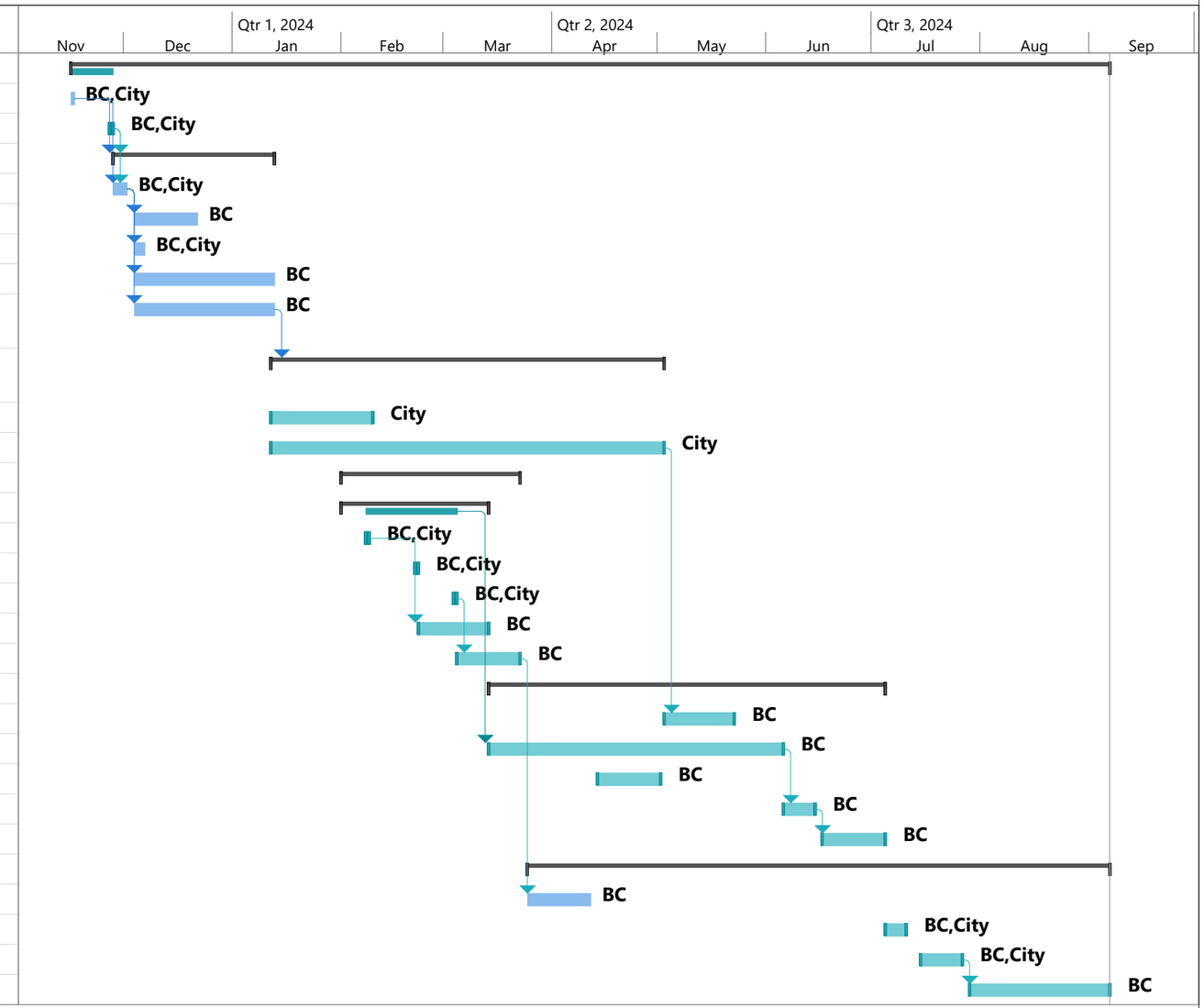
Phase	Phase Description	Riley Middlebrook	Bucasas, Rhonda R	Marvin Llavae	Derek Gilmartin	Rodgers, Leo J	Kevin Keil	Rich Munden	Pusker Regmi	Mike Thorstenson				
		PM	PA/WP	Lead	PGM	QA/QC	Mng. Eng	Cyber Expert	Process Lead	AA	Total Labor Hours	Total Labor Effort	Total ODCs	Total Expense Effort
		$175.00	$150.00	$195.00	$130.00	$255.00	$255.00	$272.00	$235.00	$255.00				
100	**Project Management**								0	0	**350**	**$60,020**	**$0**	**$60,020**
100	Project Management	280	60	0	0	0	0	0	0	4	344	$59,020	$0	$59,020
100	Project Kickoff	2	0	2	2	0	0	0	0	0	6	$1,000	$0	$1,000
200	**Existing Conditions**										**406**	**$83,130**	**$4,250**	**$87,380**
210	Site Assessment	0	16	80	80	8	0	0	0	0	184	$30,440	$4,250	$34,690
220	Staff Interviews	10	0	14	14	2	0	0	0	0	40	$6,810	$0	$6,810
230	Known Cyber	0	0	0	0	16	0	110	0	0	126	$34,000	$0	$34,000
240	Network Doc.	0	0	40	0	8	8	0	0	0	56	$11,880	$0	$11,880
300	**Standards**										**504**	**$77,220**	**$0**	**$77,220**
310	PLC Programming Standard	4	0	40	60	8	0	0	0	0	112	$18,340	$0	$18,340
320	HMI Standards	12	0	60	240	8	0	0	0	0	320	$47,040	$0	$47,040
330	Historian Standard	4	0	20	40	8	0	0	0	0	72	$11,840	$0	$11,840
400	**SCADA Programming**										**1,380**	**$230,750**	**$0**	**$230,750**
410	Software Install and Configuration	0	0	40	40	20	0	0	0	0	100	$18,100	$0	$18,100
420	HMI Graphics	0	0	160	500	40	80	0	40	0	820	$136,200	$0	$136,200
430	Alarm Config	0	0	100	50	8	0	0	0	0	158	$28,040	$0	$28,040
440	Historian Config	0	0	60	100	24	0	0	0	0	184	$30,820	$0	$30,820
450	Report Config	0	0	0	100	18	0	0	0	0	118	$17,590	$0	$17,590
500	**System Commissioning and Post Installation Support**										**510**	**$93,430**	**$17,250**	**$110,680**
510	System Test Plan	0	0	24	0	8	0	0	0	0	32	$6,720	$0	$6,720
520	Staff Training	0	0	48	0	0	0	0	0	0	48	$9,360	$4,250	$13,610
530	System Commission	0	0	100	100	0	0	0	0	0	200	$32,500	$8,500	$41,000
540	Post Installation Services	0	0	230	0	0	0	0	0	0	230	$44,850	$4,500	$49,350
	GRAND TOTAL	**$54,600**	**$11,400**	**$198,510**	**$172,380**	**$44,880**	**$22,440**	**$29,920**	**$9,400**	**$1,020**	**$3,150**	**$544,550**	**$21,500**	**$566,050**

Schedule 3
Work Schedule

Excerpt from Consultant Proposal dated September 2023, Page 13

Pueblo SCADA Upgrade

ID		Task Mode	Task Name	Duration	Start	Finish
1			**Project Management**	**212 days**	**Thu 11/16/23**	**Fri 9/6/24**
2			Project Kickoff	1 day	Thu 11/16/23	Thu 11/16/23
3			Documentation RFI	1 day	Mon 11/27/23	Mon 11/27/23
4			**Existing Condition Assessment**	**34 days**	**Tue 11/28/23**	**Fri 1/12/24**
5			SCADA System Site Assessment	4 days	Tue 11/28/23	Fri 12/1/23
6			SCADA System Site Assessment Repo	14 days	Mon 12/4/23	Thu 12/21/23
7			Staff Interviews	3 days	Mon 12/4/23	Wed 12/6/23
8			Known Cyber Security Vulnerabilities	30 days	Mon 12/4/23	Fri 1/12/24
9			Network Documentation, Computer and Recommendations	30 days	Mon 12/4/23	Fri 1/12/24
10			**SCADA Hardware and Software Procurement**	**80 days**	**Fri 1/12/24**	**Thu 5/2/24**
11			Software Procurement	21 days	Fri 1/12/24	Fri 2/9/24
12			Hardware Procurement	4 mons	Fri 1/12/24	Thu 5/2/24
13			**SCADA Standards Development**	**37 days**	**Thu 2/1/24**	**Fri 3/22/24**
14			**HMI Standard**	**30 days**	**Thu 2/1/24**	**Wed 3/13/24**
15			Workshop 1	1 day	Thu 2/8/24	Thu 2/8/24
16			Workshop 2	1 day	Thu 2/22/24	Thu 2/22/24
17			Workshop 3	1 day	Mon 3/4/24	Mon 3/4/24
18			PLC Standard	14 days	Fri 2/23/24	Wed 3/13/24
19			Historian Standard	14 days	Tue 3/5/24	Fri 3/22/24
20			**SCADA System Programming**	**81 days**	**Thu 3/14/24**	**Thu 7/4/24**
21			Software installation	14 days	Fri 5/3/24	Wed 5/22/24
22			HMI graphics development	60 days	Thu 3/14/24	Wed 6/5/24
23			Alarm configuration	14 days	Sun 4/14/24	Wed 5/1/24
24			Historian configuration	7 days	Thu 6/6/24	Fri 6/14/24
25			Report configuration	14 days	Mon 6/17/24	Thu 7/4/24
26			**System Commissioning**	**120 days**	**Mon 3/25/24**	**Fri 9/6/24**
27			System Test Plan	14 days	Mon 3/25/24	Thu 4/11/24
28			Staff Training	4 days	Fri 7/5/24	Wed 7/10/24
29			System Commissioning	10 days	Mon 7/15/24	Fri 7/26/24
30			Post Installation Services	30 days	Mon 7/29/24	Fri 9/6/24



Project: Task Order 8 - Wonder
Date: Tue 9/26/23

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

Additional Information for Agreement

Colorado Secretary of State Registration

PERA Questionnaire

Insurance Certificate(s)

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

Business Home
Business Information
Business Search

FAQs, Glossary and Information

Summary

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 11/14/2023 that have been posted, and by documents delivered to this office electronically through 11/15/2023 @ 13:38:03 .

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 11/15/2023 @ 13:38:03 in accordance with applicable law. This certificate is assigned Confirmation Number 15489591 .

Jena Griswold

Secretary of State of the State of Colorado

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

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

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

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

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No_X_. (If you answered "no" please proceed to signature section at bottom of this page.)

(b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? For purposes of responding to this question, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation. Yes ____, No____.

If you answered "yes" please state which of the above entities best describes your business:
_____.

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

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

Name	Address	DOB	Social Security Number
Name	Address	DOB	Social Security Number

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

Company Name: Brown and Caldwell

Authorized Signature: Michael J. Thorstenson Title: Managing Director, CS

Printed Name: Michael J. Thorstenson Date: September 22, 2023

ADD INSURANCE

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

THIS AGREEMENT is made and entered this _____ day of _____, 2023, by and between Pueblo, a Municipal Corporation ("Client") and Brown and Caldwell, Inc., a California Corporation authorized to do business in the State of Colorado (hereinafter referred to as "Consultant") for Consultant to render professional project management, condition assessment, standard development, system programming, support, and related project services for Client with respect to Bid 18-087 Wastewater Department Engineer of Record – WRF SCADA Upgrade (Wastewater Reclamation Facility Supervisory Control and Data Acquisition System Upgrade), hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL AND SCOPE OF SERVICES

(a) Consultant shall satisfactorily perform the professional planning and consulting services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Basic Services"). Such services shall include all usual and customary professional consulting and related services incident to its work on the Project as set forth in Schedule 1. In the event this Agreement follows the selection of Consultant by Client pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.

(b) To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

SECTION 2. CONSULTANT'S RESPONSIBILITIES

(a) Consultant shall be responsible for the professional quality, technical accuracy and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including drawings, reports and other services, irrespective of Client's approval of or acquiescence in same. Consultant shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's services are rendered.

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

(c) Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.

(d) Consultant represents that Schedule 3 attached hereto is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay Client's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.

(e) Before undertaking any work or incurring any expense which Consultant considers beyond or in

addition to the Scope of Work described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise Client in writing that (i) Consultant considers the work beyond the scope of this Agreement, (ii) the reasons that Consultant believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by Client. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time.

SECTION 3. FEES FOR SERVICES; PAYMENT

(a) Client will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, the maximum sum of U.S. $566,050.00, computed as set forth in Schedule 2.

(b) Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and for reimbursable expenses incurred. Applications for payment shall be submitted based upon the work completed as shown in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed. Thereafter, Client shall pay Consultant for the amount of the application within 30 days of the date such application is received.

(c) 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.

(d) No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's negligent errors or omissions.

(e) Compensation for authorized work beyond the scope of this Agreement shall be governed by the provisions of Section 2(e).

(f) In the event services under this Agreement are phased and to be performed in more than one fiscal year or are subject to annual appropriation, Consultant acknowledges that funds only in the amount of initial appropriation are available and it shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

SECTION 4. CLIENT'S RESPONSIBILITIES

(a) Client agrees to advise Consultant regarding Client's Project requirements and to provide all relevant information, surveys, data and previous reports accessible to Client which Consultant may reasonably require. Consultant shall rely on information provided without verification unless otherwise agreed in the specific Scope of Work.

(b) Client shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of Client to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind Client as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of $5000 or 5% of the maximum contract price.

(c) Client shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The Client's approval of any drawings, specifications, reports, documents or other materials or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

(d) Client shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of Client and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all

information reasonably necessary for Client to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for Client to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of Client but must be procured from others.

SECTION 5. TERMINATION

(a) Client reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon 10 days written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress.

(b) Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or Client. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

(c) In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and consultants, or to perform work with that level of care and skill ordinarily exercised by consultants performing similar services at the time such services are performed, or to perform work in a manner deemed satisfactory by Client's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

(d) Consultant's professional responsibility for its completed work and services shall survive any termination.

SECTION 6. USE OF DOCUMENTS

(a) Plans, drawings, designs, specifications, reports and all other documents prepared or provided by Consultant hereunder shall become the sole property of Client upon payment to Consultant for work completed, subject to applicable federal grant requirements, and Client shall be vested with all rights therein of whatever kind and however created, whether by common law, statute or equity. Client shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data or other documents pertaining to the work to be performed under this Agreement. In no event shall Consultant publish work product developed pursuant to this Agreement except (i) with advance written consent of Client, which consent may be granted or withheld in Client’s sole and absolute discretion and (ii) in full compliance with the requirements of this Agreement and applicable federal regulations.

SECTION 7. INSURANCE AND INDEMNITY

(a) Consultant 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 Consultant 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 Client.

(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 minimum of One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00) for excess umbrella liability. The Commercial General Liability Insurance, Automobile Insurance, and Umbrella/Excess Liability Insurance policies shall be endorsed naming City, its officers, agent, and employees as additional insureds.

(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 Consultant for Client under this Agreement. This policy shall provide coverage for all professionals providing services under this Agreement by or through the Consultant.

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

SECTION 8. SUBCONTRACTS

(a) Client acknowledges that Consultant is the prime contractor and the only party with whom Client has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of Client, and Client shall be a third-party beneficiary of those subcontract provisions.

(b) Consultant shall indemnify and defend Client from all claims and demands for payment for services provided by subcontractors of Consultant to the extent Client has paid Consultant for services performed by Consultant's subcontractors.

(c) Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the Client has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to Client prior to execution of this Agreement to induce Client to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to Client and receiving Client's consent thereto. Consultant shall not assign or reassign Project work to any person to whom Client has reasonable objection.

SECTION 9. MISCELLANEOUS

(a) Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Consultant or Client by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Client, City of Pueblo, Department of Wastewater, Attn: Andra Ahrens, Director, 1300 S. Queens Avenue, Pueblo, Colorado, 81001, or to Consultant, Brown and Caldwell, Inc., Attn: Michael Thorstenson, 1697 Cole Boulevard, Golden, Colorado, 80401. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

(b) Entire Agreement. This instrument contains the entire agreement between Consultant and Client respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either Client or Consultant in relation thereto not expressly set forth in this instrument and its attachments is null and void. In the case of any conflict between the terms of this Agreement for Professional Services and terms of Schedule 1 or any other attachment hereto, the terms of this Agreement shall govern.

(c) Successors and Assigns. This Agreement shall be binding on the parties hereto and on their

successors and assigns; provided, however, neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to Consultant may be assigned by it without the written consent of Client, which consent may be withheld in Client's sole and absolute discretion. Any assignment or attempted assignment in violation of this subsection shall be void.

(d) Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written amendment signed by an authorized representative of Consultant and by Client in accordance with the requirements of Section 4(b) of this Agreement or upon authorization of Client's governing board.

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

(f) Equal Employment Opportunity. In connection with the performance of this Agreement, neither Consultant nor its consultants shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or age. Consultant shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability or age.

(g) Severability. If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law 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 5 without waiving any claims or defenses.

SECTION 10. 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 11. PERA LIABILITY

Consultant shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Consultant has submitted a completed Colorado PERA Questionnaire and submitted to Client as reference for this Agreement.

SECTION 12. ELECTRONIC SIGNATURE

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

(Signature section on following page.)

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

By_____
Naomi Hedden, Director of Purchasing

Attest_____
Marisa Stoller, City Clerk

BROWN AND CALDWELL, INC.

By_____
Michael J. Thorstenson, P.E., Principal-In-Charge

[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
Additional Information for Agreement

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 11, 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 MANAGEMENT AGREEMENT FOR THE PUEBLO WEISBROD AIRCRAFT MUSEUM BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO HISTORICAL AIRCRAFT SOCIETY, A COLORADO NONPROFIT CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME.

SUMMARY:

Attached is an Ordinance approving an Amendment to the Management Agreement between the City of Pueblo and the Pueblo Historical Aircraft Society for the management of the annex hangar building (the "Annex") located at 508 Skyway Street as a function of the Weisbrod Aircraft Museum.

PREVIOUS COUNCIL ACTION:

City Council approved a Bargain and Sale Dead accepting ownership of the Annex at 508 Skyway Street at the Pueblo Memorial Airport from the Pueblo Historical Aircraft Society on October 23, 2023, through Ordinance 10579. The Pueblo Weisbrod Aircraft Museum is managed by the Pueblo Historical Aircraft Society through approval from City Council through Resolution 13760 on August 28, 2017.

BACKGROUND:

The Museum has been managed by PHAS since 1989. The current agreement commenced April 22, 2017, and expires April 21, 2027. The Amendment is to include in the Management Agreement the Annex at 508 Skyway which was built as additional space for the restoration of aircraft.

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 Management Agreement.

RECOMMENDATION:

The Department of Aviation recommends approval of this Ordinance.

ATTACHMENTS:

1. Pueblo Historical Aircraft Society 2017 08 28 MUSEUM LEASE
2. 508 Skyway 2023 10 26 BARGAIN AND SALE DEED FULLY SIGNED
3. 508 Skyway 2023 12 11 AMENDMENT

ORDINANCE NO. 10612

AN ORDINANCE APPROVING AN AMENDMENT TO THE MANAGEMENT AGREEMENT FOR THE PUEBLO WEISBROD AIRCRAFT MUSEUM BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO HISTORICAL AIRCRAFT SOCIETY, A COLORADO NONPROFIT CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME.

WHEREAS, City and Society entered into an Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo Historical Aircraft Society to manage the Pueblo Weisbrod Aircraft Museum ("Management Agreement") dated August 28, 2017, for management and use of the Pueblo Weisbrod Aircraft Museum ("Museum") at the Pueblo Memorial Airport ("Airport");

WHEREAS, Society has built an annex building (the "Annex") near the Museum premises, and will use the Annex for the restoration of aircraft and other equipment;

WHEREAS, Society and City are desirous of amending the Management Agreement with respect to the use of the Annex.; NOW, THEREFORE,

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

SECTION 1.

The Amendment to the Management Agreement for the Pueblo Weisbrod Aircraft Museum, by and between the City of Pueblo, and the Pueblo Historical Aircraft Society, a Colorado nonprofit corporation, hereinafter referred to as the "Society" or "PHAS", 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 authorized to execute and deliver the Amendment in the name of the City, and the Clerk is authorized to affix the seal of the City thereto and attest the same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached 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 November 27, 2023.

Final adoption of Ordinance by City Council on December 11, 2023.

_____
President of City Council

Action by the Mayor:

☒ Approved on __December 18, 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

AN AGREEMENT BETWEEN
THE CITY OF PUEBLO, A MUNICIPAL CORPORATION
AND
PUEBLO HISTORICAL AIRCRAFT SOCIETY, A COLORADO NONPROFIT CORPORATION
TO MANAGE THE PUEBLO WEISBROD AIRCRAFT MUSEUM

THIS MANAGEMENT AGREEMENT ("Agreement") entered into as of August 28, 2017, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to as the "City", and the Pueblo Historical Aircraft Society, a Colorado nonprofit corporation, hereinafter referred to as the "Society" or "PHAS."

WITNESSETH:

WHEREAS, the City owns grounds and museum facilities open to the public and located on a portion of land at the Pueblo Memorial Airport, Pueblo, Colorado, known as the Pueblo Weisbrod Aircraft Museum described in attached Exhibit "A" (the "Museum");

WHEREAS, The Society is a nonprofit volunteer organization having as its members, citizens who are dedicated to the preservation and development of the Museum;

WHEREAS, the Society has managed, improved and expanded the Museum since 1989 and has principally financed, designed and managed the construction of a large building for the display and protection of historical military aircraft and equipment either owned by City or currently on loan to the City by various agencies of the United States listed on the attached Exhibit "B" (the "City Historical Aircraft and Military Equipment"), which may be amended from time to time at the City's discretion as the equipment changes, and the historical artifacts owned by or under the control of the Society (the "Society Historical Artifacts");

WHEREAS, Society and City are desirous of entering into an agreement setting forth their respective rights and obligations with respect to the Museum and City Historical Aircraft and Military Equipment.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the City and the Society agree as follows:

A. City hereby appoints and retains the Society subject to and upon the terms and conditions herein set forth, as an independent contractor, to operate, manage, and promote the Museum commencing for a period of ten (10) years from April 22, 2017, to April 21, 2027, unless sooner terminated as herein provided. The Society does hereby agree to perform all functions and obligations on its part to be performed under this Agreement in compliance with this Agreement and all applicable laws, ordinances, regulations, and

resolutions now in effect or hereafter enacted.

B. City does hereby delegate to the Society the authority to perform, and the Society agrees that during the term of this Agreement it shall perform the following functions:

1. Operate the Museum as a public museum for the use and benefit of the City and the general public.

2. Accept custody and control all City Historical Aircraft and Military Equipment, and maintain custody and control of all Society property, including, without limitation, Society Historical Artifacts, tools, equipment and furniture ("Society's Property").

3. Designate the uses to which the Museum may be put, including the authority to schedule all events at the Museum by individual or community groups, and conduct class, lectures, and other public functions, subject to modification by resolution of the City Council.

4. Establish Museum operational times and operate Museum concessions and gate, including the authority to charge reasonable fees, subject to modification by resolution of the City Council.

5. Utilize employees or volunteers reasonably necessary to perform Society's duties, functions, and responsibilities under this Agreement.

6. Assist the City in obtaining all necessary licenses, accreditations, and permits for the operation of the Museum.

7. Assure compliance with Transportation Security Administration ("TSA") and Federal Aviation Administration ("FAA") rules and regulations.

8. Provide routine janitorial services for the Museum and promptly notify the City of any damage to, destruction, breakdown or failure of the Museum, or any part thereof.

9. Maintain and keep in force the following insurance:

   (a) Casualty and property damage insurance covering Society's Property owned by or under the control of Society.

   (b) Commercial liability insurance covering Society and all activities conducted by Society, its employees and volunteers in the Museum in an amount not less than $1,000,000.00 per person and $2,000,000.00 per

occurrence for personal injury, death, or property damage, including contractual coverage

(c) Workers' compensation and unemployment compensation insurance in amounts required by Colorado law.

Society shall furnish certificates of such insurance to the Director of Aviation upon request.

10. Include in all material and media promoting or advertising the Museum, the wording: "Sponsored in part by the City of Pueblo."

C. The City agrees, subject to available funds being budgeted and appropriated for such functions, that during the term of this Agreement, it shall perform the following functions:

1. Provide police and fire protection to the Museum, including telephone services related to those systems.

2. Furnish all utilities to the Museum, except Society's telephone services, and pay a reasonable premium for Society's liability, casualty, and property damage insurance related to the operation and management of Museum.

3. Include the Museum and its contents under City's casualty and property damage insurance, except for Society's Property owned by or under the control of Society.

4. Maintain the premises and buildings of the Museum in good repair, including roofs and doors.

5. Permit the Society to utilize, without charge, small equipment, accessories, parts, furniture, tools, and vehicles (City property) which are presently used at the Museum, as well as borrow small equipment on a temporary basis, which may be required for the operation of the Museum, from the City's Department of Aviation when such equipment is available, subject to City's liability and training requirements and at the sole discretion of the Director of Aviation. City property used by the Society must be maintained and kept in the same condition in which it was received from the City. The Society shall be liable for any damage to City property which occurred while in possession of the Society. Said property shall remain the property of the City, and ownership of the property shall not transfer to the Society except by separate written agreement. Use of City property shall not constitute a prohibited revenue diversion.

6. Replace City personal property as the City determines in its sole discretion. However, if such personal property requires replacement due to Society's negligence or malfeasance, Society shall bear the cost of repair or replacement.

7. The Director of Aviation shall approve, maintain, terminate, and renew City Historic Aircraft and Military Equipment contracts with the appropriate U.S. Government agencies and update Exhibit "B" as required.

8. The Director of Aviation shall be included as a member of PHAS, and shall be appointed a voting member of the PHAS Management Team.

9. Except in cases of emergency, the City will give three (3) days' notice to the Society of work or repairs to the Museum, where such work or repairs will require the Society to interrupt its normal operations *(e.g.* having to move aircraft or exhibits, or requiring personnel after normal business hours).

D. It is the intent of the parties hereto that a high-quality Museum continues to be operated by the Society for the educational and recreational enjoyment of all citizens of the City, as well as to attract visitors to the City. In furtherance of this intent, the City will list Society in its routine budgetary process along with other non-departmental contractors, and City shall attempt to appropriate and provide annually such sums as the City Council may, in its sole discretion, deem proper to operate, maintain, promote, and manage the Museum and fulfill its obligations under the terms and conditions of this Agreement. Funds appropriated annually to the Museum by the City shall be disbursed to Society quarterly, and shall be expended by the Society for the purposes indicated in the approved budget and consistent with this Agreement.

E. It is the intent of the Society to seek financial contributions from the general public, private foundations, and other sources, and to establish educational programs that will enable it to offer programs to all schools in the area.

F. The Society shall keep in separate funds or accounts all gifts, endowments, bequests, or devises to the Museum together with income therefrom, and disburse said funds only by bank checks signed by its duly authorized officers or agents for the operation, management, promotion and maintenance of the Museum, unless expenditures are inconsistent with the duties and obligation of the Society toward the donors of such gifts, endowments, bequests, or devises.

G. The Society shall maintain proper books of account of all Museum revenues and expenditures (including monies held in trust) and properties, shall make an annual report to the City Manager of its acts and expenditures, and shall submit its books and records to whatever inspection or audit the City Manager

may desire from time to time. For purposes of this Agreement, the terms "Museum revenues" and "properties" do not include Society's revenue from various activities not associated with Museum operation and management, members' dues, donations to Society, and Society Historical Artifacts.

H. Each July, the Society shall submit to the City Manager a request for funding for the following calendar year. The requested Museum budget shall include all projected and available funds and revenues, as well as anticipated expenditures, and conform to City budget procedures, which will be provided by City to Society.

I. All monies and funds realized by the Society either from the operation of the Museum or concessions thereon, or from the City, grants, contributions, gifts, or donations to the Museum, including funds and assets the Society in its sole discretion may elect to donate to the Museum (except those restricted in their use to purposes inconsistent herewith) (all hereinafter "Donations"), shall be used exclusively for the improvement, operation, management, promotion, and maintenance of the Museum for the benefit of the general public.

J. This Agreement may be terminated at any time by mutual agreement, or by either party under circumstances and conditions as follows:

1. If either party is in default hereunder, the non-defaulting party may give written notice to the defaulting party specifying the default, and if such default shall continue for thirty (30) days after receipt of such notice (unless such default cannot with due diligence be wholly cured within said thirty (30) day period, in which case the defaulting party shall have such longer period as shall be necessary to cure the default, so long as the defaulting party proceeds promptly to cure the default within such thirty (30) day period, prosecutes the cure to completion with due diligence, and advises the non-defaulting party from time to time, of the actions taken and progress made) the non-defaulting party may terminate this Agreement upon five (5) days prior written notice.

2. The City may cancel and terminate this Agreement at any time after one hundred twenty (120) days written notice to Society. Thereafter, the Society shall, as soon as the City is prepared to accept the management and control of the Museum, but not before the City is so prepared, quit and surrender said Museum, City Historical Aircraft and Military Equipment, and personal property to the City as provided in sub-paragraph J(4).

3. The Society may cancel and terminate this Agreement at any time after one hundred twenty (120) days written notice to the City.

4. In the event of the termination of this Agreement, all City Historical Aircraft and Military Equipment, equipment, supplies and property of all

kinds owned by or on loan to the City, or purchased in whole with City funds or non-restricted gifts, contributions or grants received by Society during the term of this Agreement and in possession or control of the Society, shall be delivered to the City, except for such gifts, contributions or grants received by Society for its own purpose other than that of the Museum. All improvements to the Museum, whether made at Society's expense or at the City's expense, and including all fixtures and modifications, shall become the property of the City on the date of termination. All City provided funds and monies in possession of the Society and not expended for their intended purpose shall be delivered to the City immediately.

5. Before expiration of the ten (10) year term of this Agreement, the parties may in writing extend this Agreement upon terms and conditions which are mutually agreeable. Upon expiration of the ten (10) year term of this Agreement or any extended term, the Society shall quit and surrender the Museum and deliver to City all exhibits, funds, monies and property in accordance with the provisions of sub-paragraph J(4) of this Agreement within sixty (60) days.

6. In the event that either (i) the term of this Agreement is not renewed or extended, or (ii) this Agreement is terminated for any reason, Society shall have the right to store Society's Property in the Museum, at no cost to Society, for a period of six (6) months after the occurrence of either of such events. During said six (6) month period, Society shall either (i) dispose of or otherwise remove Society's Property from the Museum, or (ii) make arrangements with the City for Society's Property to remain in the Museum.

K. No structural changes or alterations to the Museum nor new structures or improvements shall be made to or placed on the Museum premises without prior written approval of City. Any non-structural changes or alterations to the Museum that are discussed with and approved by the Director of Aviation will be followed with a letter of approval by the Director of Aviation within ten (10) days, at which time such non-structural changes may be commenced in compliance with said approval. Society shall notify City of such non-structural changes or alterations within thirty (30) days after completion thereof. It is the intent of the parties hereto to work together on capital improvement projects and in identifying sources of revenues, both public and private. The City agrees to review all capital improvement projects recommended by the Society, and further agrees that in the event any proposed capital improvement project is to be financed solely by the Society from private funds, approval of such projects by the City shall not be unreasonably withheld.

L. As part of this Agreement, the City transfers custody and control of all City Historical Aircraft and Military Equipment, exhibits, artifacts, and equipment

presently at the Museum to the Society, with the authority to add to, maintain and improve such items. Said custody and control shall continue for the effective term of this Agreement. With respect to all City Historical Aircraft and Military Equipment, the Society agrees to assist the City in performing all obligations and requirements of City which exist under or by virtue of the terms of all City Historical Aircraft loan agreements, transfer documents, surplus personal property transfer and contract/work agreements, certificate of title and transfer agreements, and other instruments (collectively referred to as "display agreements"), which apply to any such City Historical Aircraft and Military Equipment, which are the property of the United States or any department or agency thereof or the Colorado Surplus Property Agency, or others having provided items to City under contractual arrangement. Copies of the display agreements are available for inspection at the office of the Director of Aviation during regular business hours. Society shall not be responsible for: (i) any damage or deterioration to City Historical Aircraft and Military Equipment, or (ii) any noncompliance with display agreements, except such damage or noncompliance caused by the gross negligent or willful acts of Society. For the purpose of improving the Museum, the Society shall have the authority to negotiate to sell or trade City Historical Aircraft and Military Equipment, provided same is authorized by the City's Director of Aviation, is permitted under the terms of any applicable display agreement, and specific consent is first obtained from all entities holding an ownership, reversionary or contractual interest in such aircraft, artifacts, display or equipment. However, the City must approve any negotiated sale or trade prior to execution of that sale or trade.

M. As a means of fostering communication and cooperation between the City and the Society, the Society may schedule annual appearances before City Council at work sessions to discuss matters concerning the Museum. Society agrees and understands that its operation and maintenance of the Museum is subject to use restrictions and limitations consistent with the general aeronautical purposes of the Airport and its operating certificate. Society shall meet with the Director of Aviation at least semi-annually to review the Society's operation, maintenance, and administration of the Museum.

N. The City shall at all times have access, without restriction, to all parts of the Museum while being aware that the Museum has an alarm system and that the City may be responsible for any charges that result from that access. The Society is authorized to enforce City ordinances, rules, and regulations affecting public use of the Museum as may be necessary to insure an orderly operation in the interest of public health and safety, and the preservation of the City Historic Aircraft and Military Equipment.

0. The City shall maintain its present levels of insurance coverage relating to the Museum during the term of this Agreement.

P. The relationship between City and Society is purely contractual. Society shall

perform its duties hereunder as an independent contractor and not as an employee or agent of the City. Neither Society nor any officer, employee, agent, volunteer, or contractor of Society shall be, or be deemed to be, an employee or agent of the City. Society shall pay when due all required employment and withholding taxes before they become delinquent. Society shall have no authorization, express or implied, to bind the City to any agreement, liability or understanding. Society acknowledges and agrees that Society and its employees and volunteers are not entitled to unemployment insurance or workers' compensation benefits unless Society provides such coverage and benefits, and that City does not pay for or otherwise provide such coverage and benefits.

Q. The Society is prohibited from assigning this Agreement to any third persons without the prior consent of the City. Any assignment without the consent of the City shall be void.

R. All functions and activities with respect to the administration and operation of the Museum not specifically delegated to Society by this Agreement are reserved and retained by the City.

S. Society shall be solely and entirely responsible for its acts and omissions and the acts and omissions of its agents, employees, volunteers, and subcontractors.

T. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the unaffected provisions hereof shall remain in full force and effect.

U. This Agreement sets forth the entire understanding between the City and the Society. No change, modification, or amendment shall be valid or enforceable unless set forth in writing and signed by the City and the Society.

V. Any notice required under this Agreement shall be in writing and personally served or sent by certified mail, postage prepaid, to:

1. If to City: City of Pueblo
   Attention: City Manager
   1 City Hall Place
   Pueblo, CO 81003

2. If to Society: Pueblo Historical Aircraft Society
   Attention: President
   31001 Magnuson Avenue
   Pueblo, CO 81001

or to such other place as City or the Society may from time to time designate in a written notice given to the other party.

W. Society and City mutually release and discharge each other from all claims, liability, or damage caused by or arising from any hazard or occurrence covered by casualty and property damage insurance, regardless of the cause of damage or loss.

X. This Agreement shall be governed by the laws of the State of Colorado and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and approved assigns.

Y. 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 City which may arise under this Agreement in any fiscal year after 2017, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this Agreement, including any sub-agreement, attachment, schedule or exhibit thereto, by the City.

Z. Nothing in this Agreement is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred upon the City of Pueblo, a Municipal Corporation under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq. as amended or as same may be amended. The parties understand and agree that the City's and its officers', agents' and employees' liability for claims for injury to persons or property is controlled and limited by the provisions of §24-10-101, et seq., C.R.S. as amended.

AA. Society, its employees and invitees shall have the right of ingress and egress between the Main entrance of the Airport, as the same now exists or may hereafter be relocated, and the Museum over, upon and through such streets and not others as from time to time shall be designated by the Director of Aviation. Driveways from existing streets into the Museum shall be located as designated by the Director of Aviation.

BB. All rights not herein granted to the Society are reserved to City and nothing herein contained shall be construed to grant or authorize the granting of an

exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended to 49 U.S.C. § 40103(e).

CC. City reserves the right to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, but shall not be obligated to the Society for any failure to so maintain or keep in repair.

DD. There is hereby reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Museum, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using such airspace or landing at, taking off from, or operating on Pueblo Memorial Airport.

EE. It is further understood and agreed that this Agreement is subject to the written prior approval of the Federal Aviation Administration and that the provisions hereof cannot be modified without prior written approval by said Federal Aviation Administration.

FF. The Society agrees to indemnify, defend, and save the City, its agents, officers, representatives and employees, harmless from and against any and all penalties, liability or loss including costs and attorney fees resulting from claims or court action, whether civil, criminal or in equity, and arising directly or indirectly out of acts of the Society, his agents, employees, or servants or through any injury or casualty occurring at the Museum.

GG. The terms and conditions of this Agreement and Society's rights hereunder are hereby made subject to the provisions of Title III Chapter 1, and other related provisions, of the 1971 Code of Ordinances of the City of Pueblo, and as same may be subsequently amended. In the event of conflict between said Code of Ordinances and any provision herein, said Code shall control.

HH. The Society, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that the Society shall maintain and operate the Museum in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

II. The Society covenants and agrees that no person on the grounds of race, creed, color, national origin, sex, religion, ancestry, sexual orientation, age, marital status, or mental or physical disability, shall be excluded from

employment or application for employment, or from participation in, or denied the benefit of or be otherwise subject to discrimination in the use of the Museum or the furnishing of services thereon.

JJ. That in the event of breach of any of the above nondiscrimination covenants, City shall have the right to immediately terminate this Agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

KK. The Society by accepting this Agreement expressly agrees for itself, its successors and assigns that it will not make use of the Museum in any manner which might interfere with the landing and taking-off of aircraft from Pueblo Memorial Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the premises and cause the abatement of such interference at the expense of the Society.

LL. This Agreement and all the provisions hereof are subject to all rights the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, re-entry upon and taking over of the said Airport including the Museum.

MM. The Society shall observe faithfully all rules and regulations affecting use of the Airport, whether established by the Director of Aviation, by the City of Pueblo or other political subdivision having jurisdiction, by the State of Colorado or the United States, or agencies thereof, including but not limited to rules affecting the operation of motor vehicles upon, to and from the Airport.

NN. The Society, and all officers, agents and employees of Society, hereby agree to be bound by and subject to all the Police Ordinances of the City of Pueblo at all times while on the Airport, whether acting in the course of Society's business or otherwise.

OO. The Society represents that it has inspected the Airport and all of its premises and facilities and that it accepts the conditions of same and fully assumes the risk incident to the use thereof. The City shall not be liable to the Society for any damages or injuries to the property or personnel of the Society which result from hidden, latent or other dangerous conditions on the Airport or Museum premises.

PP. During the term of this Agreement, Society covenants and agrees to pay promptly all valid taxes and other government charges of whatever nature assessed against or applicable to the premises, or Society or Society's property or operations thereon including, but not limited to, sales and use taxes and possessory interest real estate taxes. Society also covenants and agrees not to permit any mechanic's or material man's lien to be filed

against the premises, or any part or parcel thereof by reason of any work or labor performed or materials furnished by any contractor, subcontractor, mechanic or material man. If Society fails to do so, City may pay the amount or take such other action as City deems necessary to remove such claim, lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by the City will be deemed costs under this Agreement payable upon demand, without limitation as to other remedies available to City. Society further covenants and agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations on the premises and not to permit the same to become delinquent, and to suffer no lien, mortgage, judgment or execution to be filed against the premises which will be in any way an impairment of the rights of City under this Agreement.

QQ. This Agreement is subject and subordinate to the terms, reservations, restrictions, provisions, and conditions of the deed of conveyance from the United States Government to City and of any other existing or future agreement between City and the United States, relative to the use, operation or maintenance of the Airport and its appurtenant facilities, the execution of which has been or may be required as a condition precedent to the participation by any Federal Agency in the extensions, expansions, maintenance or development of said Airport and facilities.

RR. Violations of Airport Security Rules shall be sufficient grounds for immediate termination of this Agreement.

Executed the day and year first above written.

[SEAL]

CITY OF PUEBLO, A MUNICIPAL CORPORATION

ATTEST: _____
City Clerk

By: _____
President of the City Council

PUEBLO HISTORICAL AIRCRAFT SOCIETY, A COLORADO NONPROFIT CORPORATION

ATTEST: _____

By: _____
President

Exhibit A

Aircraft Museum
Pueblo Memorial Airport

A parcel of land being a portion of the SW ¼ of the NW ¼ of Section 30, Township 20 South, Range 63 West, and a portion of the SE ¼ of the NE ¼ of Section 25, Township 20 South, Range 64 West of the 6th Principal Meridian, being more particularly described as follows:

All bearings of this description are based on the line from an aluminum monument stamped P.L.S. No. 16128 in a standard City of Pueblo monument box found on the centerline of Magnuson Avenue at its intersection with the centerline of Skyway Street, and an aluminum monument stamped City of Pueblo found at the W ¼ corner of said Section 30 to bear N-86°38'55"-E.

Commencing at the aluminum monument located at the W ¼ corner of said Section 30; thence N-84°56'27"-E, a distance of 348.66 feet to a point on the Northerly right-of-way line of Magnuson Avenue at its intersection with the Westerly right-of-way line of Keeler Parkway and the point of beginning for this description; thence S-88°27'39"-W, a distance of 323.68 feet; thence N-01°33'32"-W; a distance of 391.57 feet; thence S-88°27'49"-W, a distance of 161.54 feet; thence N-01°30'29"-W, a distance of 278.08 feet; thence N-88°27'49"-E, a distance of 311.03 feet; thence S-01°32'13"-E, a distance of 39.07 feet; thence S-46°25'18"-E, a distance of 246.99 feet to a point on the Westerly right-of-way line of Keeler Parkway extended Northerly; thence S-01°31'26"-E along said right-of-way line extended and the Westerly right-of-way line of Keeler Parkway, a distance of 455.56 feet to the point of beginning.

Containing 5.50 acres more or less.

Exhibit B

Pueblo Weisbrod Aircraft Museum Vehicles and Aircraft Displays
August 4, 2017

National Museum of the United States Air Force
North American F-100D Super Sabre, Serial #55-3503
Lockheed F-104 Starfighter, Serial #55-2967
T-37B, Serial #67-22253
F-86D, Serial #52-3653

United States Navy
Chance Vaught F-8A Crusader, Serial #145349
Grumman F9F (F9F-8 or AF-9J), Cougar, Serial #Unknown
Grumman F11F-1 (F-11F) Tiger, Serial #141853
Douglas A-4C Skyhawk, Serial #17217
Douglas R4D-5 (SC-47H) Skytrain, Serial#17217
Fairchild C-119F Packet (Flying Boxcar), Serial #131688
Boeing NB-47E Stratojet, Serial #53-2104
Lockheed SP-2H, (SP-2E or P-2V) Neptune, Serial #128402
Lockheed T-33B Seastar (Shooting Star), Serial #137939
North American T-28C Trojan, Serial #140064
North American RA-5C Vigilante, Serial #151629
Boeing B-29 Super Fortress, Serial #46-2022
Beechcraft T-34B Mentor, Serial #144018
Lockheed F-80 Shooting Star, Serial #491872
Sikorsky SH-34J Helicopter, Serial #148002

City/PHAS Owned Items
Convair HC-131A Samaritan, Serial #52-5794
Douglas F-6A, Serial #134936
Republic F-84 Thunderjet, Serial #71562
Douglas A-26 Invader, Serial #44-35892
Vertol HC-21 Helicopter, Serial #53-4347
Bell 47-G 9OH13E) Helicopter, Serial #14941
Bell HU-1 Helicopter, Serial #72-21508
Beacon Tower
Prototype Air Cushion Research Vehicle (PTACV) Rohr, TTC#3446
Prototype Tracked Air cushion research Vehicle (TACRV or TLVR) Grumman, TTC#B41-1600
Prototype Linear Induction Motor Research Vehicle (LIMRV) Garrett – on loan to Pueblo Railway Museum
1942 Ford Refueler, VIN#98RWH305747
1942 Stearman
1945 Ford Jeep Snow Cab, VIN#273954 (Donated by Pueblo County)
1952 Willys (M38) Jeep, VIN#60839? (donated by Pueblo County)

Other
McDonnell Douglas F-101A Voodoo, Serial #53-2418 – loaned to museum by private owner

BARGAIN AND SALE DEED

This Bargain and Sale Deed is made on 10-26-2023 between Pueblo Historical Aircraft Society, a Colorado nonprofit corporation, with a mailing address of 31001 Magnuson Avenue, Pueblo, CO 81001 (hereinafter referred to as "Grantor") and the City of Pueblo, a Municipal Corporation, with a mailing address of 1 City Hall Place, Attention: City Mayor, Pueblo, CO 81003 (hereinafter referred to as the "Grantee").

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (herein after referred to as the "Property") described below to the Grantee. This transfer is made in consideration of maintaining cultural assets and public necessities required to promote the educational, cultural, and economic attributes of the City and the general health and welfare of the citizens of Pueblo.

2. Property. The Property consists of a metal building with approximately 8,000 square feet located at the following address: 508 Skyway Street, Pueblo, CO 81001.

3. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise means that the Grantor has not allowed anyone else to obtain legal rights which would affect the Property.

Jeannie Sandidge
(Grantor) Jeannie Sandidge, President

10-26-2023
Date

STACEY HARNER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20124034132
MY COMMISSION EXPIRES JUNE 11, 2024

State of COLORADO)
) S.S.
County of PUEBLO)

The foregoing was acknowledged before me this 26th day of October 2023, by Jeannie Sandidge, President of the Pueblo Historical Aircraft Society, a nonprofit corporation.

My commission expires: 6-11-2024

Stacey Harner
(Signature of Notary Public)

AMENDMENT TO THE MANAGEMENT AGREEMENT FOR PUEBLO WEISBROD AIRCRAFT MUSEUM

THIS AMENDMENT ("Amendment") is entered into as of December 11, 2023, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to as the "City", and the Pueblo Historical Aircraft Society, a Colorado nonprofit corporation, hereinafter referred to as the "Society" or "PHAS."

WITNESSETH:

WHEREAS, City and Society entered into An Agreement between the City of Pueblo, a Municipal Corporation, and Pueblo Historical Aircraft Society to Manage the Pueblo Weisbrod Aircraft Museum ("Management Agreement") dated August 28, 2017 for management and use of the Pueblo Weisbrod Aircraft Museum ("Museum") at the Pueblo Memorial Airport ("Airport");

WHEREAS, Society has built an annex building (the "Annex") near the Museum premises, and will use the Annex for the restoration of aircraft and other equipment;

WHEREAS, Society and City are desirous of amending the Management Agreement with respect to the Annex.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the City and the Society agree as follows:

A. Society has constructed the Annex as a hangar on the property located near the Museum and known as 508 Skyway Street, Pueblo, Colorado 81001 ("Property"), described and detailed in the attached Exhibit A. City is the sole owner of the Property and maintains all rights and interest therein. Society agrees to perform all construction, functions, and obligations on its part to be performed under this Amendment in compliance with this Amendment and all applicable laws, ordinances, regulations, and resolutions now in effect or hereafter enacted. Society shall be fully responsible and liable for the construction and any amounts due to those employed by Society for the work, and shall defend and indemnify the City against the same. In consideration for Society constructing the Annex on the Property at its sole risk, Society may use the Annex and the Property as part of the Museum at no additional cost during the term of the Maintenance Agreement for the limited purpose of museum artifact construction and restoration, and equipment maintenance.

B. Society shall perform and comply with the following obligations, restrictions, and limitations:

1. Society, at its sole cost, expense, and risk, caused to be constructed and installed upon the Property the Annex and additional improvements, including but not limited to utility lines and landscaping, in accordance

with plans and specifications submitted by Society and approved by the City. All plans and specifications were approved by City prior to construction, including architectural approval, which consent was not unreasonably withheld or arbitrarily denied. The Annex and improvements were constructed in a good and workmanlike manner in accordance with applicable laws, ordinances, and building codes and pursuant to a building permit issued by the Regional Building Department. Society did not modify, alter, or improve the Annex or any structure or improvements upon the Property, whether now existing or hereafter constructed, without the prior written approval of City, which approval was not unreasonably or arbitrarily denied. Society may paint the Annex or any improvements on the Property with the approval of City.

2. All structures, fixtures, and other improvements hereafter constructed or erected by Society on the Property, including but not limited to the Annex, but excluding movable personal property, constitute a part of the Property and may not be removed from the land. Society acknowledges and agrees that fee simple title to these structures, fixtures, and improvements will vest in City immediately upon completed construction of the same or at such time as designated by City in its sole discretion, free of all liens and any other encumbrances. Notwithstanding the foregoing, City shall not be responsible for any construction defects in the Property, Annex, structures, fixtures, or other improvements erected by Society and shall have no obligation or responsibility to maintain, repair, or restore the same due to construction defects; all such obligation and responsibility shall be held by and remain with Society. Society shall maintain all landscaping on the property at its sole cost and expense, including but not limited to the maintenance of catch-basins and the clearing of litter and weeds.

3. Society shall not erect, paint, or maintain any signs whatsoever upon the Property without first securing the written consent of the City. Any such signs shall comply with all ordinances and regulations of the City and standards which might be developed by the Director of Aviation. All worn, faded, damaged, or outdated signs will be repaired or corrected by Society upon notice from the Director of Aviation.

4. Society covenants, warrants, and agrees to not permit any liens, including but not limited to mechanic's or material man's liens, to be filed against the Museum, Property, Annex, or any part or parcel thereof by reason of any work or labor performed or materials furnished by any contractor, subcontractor, mechanic, or material man. Society shall obtain lien releases and waivers from every contractor, subcontractor, mechanic, or material man performing work on the Museum, Property, and Annex. Society further covenants, warrants, and agrees to pay promptly when due all bills, debts, and obligations incurred by it in connection with its operations of the Museum, Property, and Annex, and not to permit the

same to become delinquent and to suffer no lien, mortgage, judgment, or execution to be filed against the Museum, Property, and Annex, and in no instance will a lien, mortgage, judgment, or execution be in any way an impairment to the rights of City.

5. Society acknowledges and agrees that the Museum, Property, and Annex are being made available "AS IS, WHERE IS, WITH ALL FAULTS" in their present condition. City makes no representations or warranties of any kind or character, express or implied, with respect to the Museum, Property, and Annex, including but not limited to, any warranty or representation as to suitability or fitness for a particular purpose, title, zoning, physical or environmental conditions, utilities, governmental approvals, the compliance of the Property with governmental and environment laws and regulations, the truth, accuracy or completeness of any document or other information provided to Society by City or any other person, or any other matter or thing regarding the Museum, Property, and Annex. During construction the City shall be under no obligation to maintain the Annex or any part thereof in a particular location or condition. During construction the City shall be under no obligation to insure the Annex or any part thereof, nor any personal property or equipment of Society. City will include the Annex and City's contents therein under City's usual insurance coverages upon execution of the Bargain and Sale agreement.

6. Society represents that it has inspected the Museum, Property, Annex, and other facilities and accepts the conditions of same and fully assumes the risk incident to the use thereof. The City shall not be liable to the Society for any damages or injuries to property, personnel, or volunteers of the Society which result from hidden, latent, or other dangerous conditions on the Museum, Property, Annex, or other facilities. Society's use of the Museum, Property, and Annex shall be conclusive evidence that Society accepts the Museum, Property, and Annex in their present condition and that the Museum, Property, and Annex are in good and satisfactory condition at the time such possession was taken.

7. The City reserves and retains for its officers, employees, and authorized representatives the right to enter the Museum, Property, and Annex after prior notice, for the purpose of inspecting and protecting the Museum, Property, and Annex and for doing any and all things which the City may deem necessary for the proper general conduct and operation of the Airport and Museum and in the exercise of the City's police power.

8. City reserves the right to grant and to take easements or rights of way in, under, over, and across the Museum, Property, and Annex, in which event, Society shall not be entitled to compensation for any damages, including for damage to Annex or loss of use of the Property. City will attempt to ensure such easements or rights of way will not impede,

prohibit, or infringe upon Society's ability to carry out its authorized uses of the Museum, Property, and Annex, but makes no guarantees as to such.

C. Construction of the Annex has been completed by Society, the Annex and Property shall be considered part of the Museum and included within the term's definition for purposes of the Management Agreement. Including the Annex and Property within the definition of Museum will expand Society's rights and obligations under the Management Agreement. This shall include, but is not limited to, Society insuring the Annex in the same manner as the remainder of the Museum pursuant to the Management Agreement, providing janitorial services for the Annex, and ensuring FAA and TSA compliance. Society will obtain sufficient insurance to cover all of its possessions and the historical artifacts, including but not limited to those kept in the Annex. Pueblo Regional Building Department issued a certificate of occupancy on January 18, 2023, prior to any use by Society.

D. This Amendment and the terms hereof shall become effective as of January 1, 2021 and shall continue for the term of the Management Agreement. Upon termination or expiration of the Management Agreement, Society's use and management of the Annex shall also terminate, and Society shall have no right or interest therein. Upon expiration or termination of the Management Agreement, this Amendment shall also terminate and ownership of any structures, fixtures, or other improvements on the Property shall automatically vest in City, and City shall have sole interest and ownership of the same.

E. Society may only use the Annex and Property for museum artifaction construction and for the restoration and maintenance of aircraft and other historical equipment for which Society is responsible. Society may not use the Annex or Property for any other purpose, including but not limited to commercial repair services, personal residence, or to host events. Society shall not allow the public to access the Annex and Property. Provided however, Society may use the Annex other than for restoration or maintenance (i) with the prior written approval of the Director of Aviation (ii) upon the condition that no person is permitted access unless escorted by a Society member and (iii) adequate insurance, approved by the Director of Aviation, is in place for any special event.

F. Maintenance and repair of the Annex and Property for any construction defects shall be at Society's sole cost and expense, including but not limited to roofs and doors.

G. Society shall not leave property, intended for repair or maintenance, including but not limited to airplanes, vehicles, and other equipment, outside of the Annex. All such property must be stored within the Museum or Annex. Society may maintain exterior exhibits approved by the Director of Aviation. Should property intended for restoration or maintenance or not approved as an exhibit be left outside of the buildings by Society, the Director of Aviation may direct Society to

immediately move the property. If Society fails to do so, Society may be issued a citation for failure to comply with the Director's orders and police action may be taken. Society shall not obtain more property and equipment than there is storage area within the Museum and Annex. Director may require Society to install a screened fence around the Annex or Property at Society's sole cost and expense. The Director of Aviation may direct Society on how it is to use the Museum, Annex, and Property, in matters related to airport safety, security, and operations and Society shall immediately comply with any such direction.

H. Society agrees to indemnify, defend, and save the City, its agents, officers, representatives and employees, harmless from and against any and all penalties, liability or loss including costs and attorney fees resulting from claims or court action, whether civil, criminal or in equity, and arising directly or indirectly out of acts of the Society, its agents, employees, or servants or through any injury or casualty occurring at the Annex, Property, and Museum.

I. The following environmental provisions apply to the Museum, Annex, and Property:

1. For the purpose of this Amendment and the Management Agreement, "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado, or the United States government and shall include, but not be limited to: (i) substances defined as "hazardous waste," "restricted hazardous waste," "hazardous substance" or "hazardous material" under any applicable federal, state, or local law or regulation ("Environmental Regulations"); (ii) asbestos-containing materials; (iii) PCBs; (iv) petroleum or petroleum based products; and (v) lead.

2. Society will comply with Environmental Regulations that are applicable to Society and its construction and use of the Museum, Annex, and Property. No activity shall be undertaken by Society, its guests, employees, agents, contractors, or subcontractors, on all or any portion of the Museum, Annex, and Property which would cause or permit: (i) the presence, use, generation, release, discharge, storage or disposal of any Hazardous Material in, on, under, about, or from the Museum, Annex, and Property in violation of any Environmental Regulations; (ii) any portion of the Museum, Annex, and Property to become a hazardous waste treatment, storage or disposal facility without receiving proper governmental authorization, and in compliance with all Environmental Regulations; or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions without receiving proper governmental authorization, and in compliance with all Environmental Regulations, including, without limitation, the Federal Water Pollution Control Act, U.S.C. Section 1251 et seq. and the Clean Air Act, 42 U.S.C. Section 7401 et

seq.

3. Except to the extent City is covered by an insurance policy, Society agrees to defend, indemnify, and forever hold harmless City, and its officers, employees, agents, successors, and assigns, from all claims, losses, damages, penalties, expenses and costs, including, but not limited to, attorneys' fees, characterization, remediation and cleanup costs, incurred by reason of the construction, use, storage, generation, release, discharge, maintenance, disposal, or removal of Hazardous Materials in, on, under, about, or from the Museum, Annex, and Property, or any part thereof, by Society, its employees, agents, guests, contractors and subcontractors.

J. No structural changes or alterations to the Museum, Annex, Property, or other new structures or improvements shall be constructed, made, or placed without prior written approval of City. Any non-structural changes or alterations to the Museum that are discussed with and approved by the Director of Aviation will be followed with a letter of approval by the Director of Aviation within ten (10) days, at which time such non-structural changes may be commenced in compliance with said approval. Society shall notify City of completion of such non-structural changes or alterations within thirty (30) days.

K. The relationship between City and Society is purely contractual. Society shall perform its duties hereunder as an independent contractor and not as an employee or agent of the City. Neither Society nor any officer, employee, agent, volunteer, or contractor of Society shall be, or be deemed to be, an employee or agent of the City. No leasehold interest is created in favor of the Society. Society shall pay when due all required employment and withholding taxes before they become delinquent. Society shall have no authorization, express or implied, to bind the City to any agreement, liability or understanding. Society acknowledges and agrees that Society and its employees and volunteers are not entitled to unemployment insurance or workers' compensation benefits unless Society provides such coverage and benefits, and that City does not pay for or otherwise provide such coverage and benefits.

L. With regards to the Annex and Property, the City does not release nor discharge Society from any claims, liability, or damage caused by or arising from any hazard or occurrence, regardless of the cause of damage or loss.

M. There is hereby reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Museum, Annex, and Property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using such airspace or landing at, taking off from, or operating on Airport.

N. During the term of the Management Agreement, Society covenants and agrees

to pay promptly all valid taxes and other government charges of whatever nature assessed against or applicable to the Museum, Property, and Annex, or Society or Society's property or operations thereon, including, but not limited to, property taxes on the constructed Annex, sales and use taxes, and possessory interest real estate taxes.

O. Except as expressly modified by this Amendment, the Management Agreement shall remain in full force and effect. Except as modified by this Amendment, any obligations to be performed under the Management Agreement by any party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Management Agreement as it existed prior to this Amendment.

Executed the day and year first above written.

[SEAL]

CITY OF PUEBLO, A MUNICIPAL CORPORATION

ATTEST: _____
City Clerk

By: _____
Nicholas A. Gradisar, Mayor

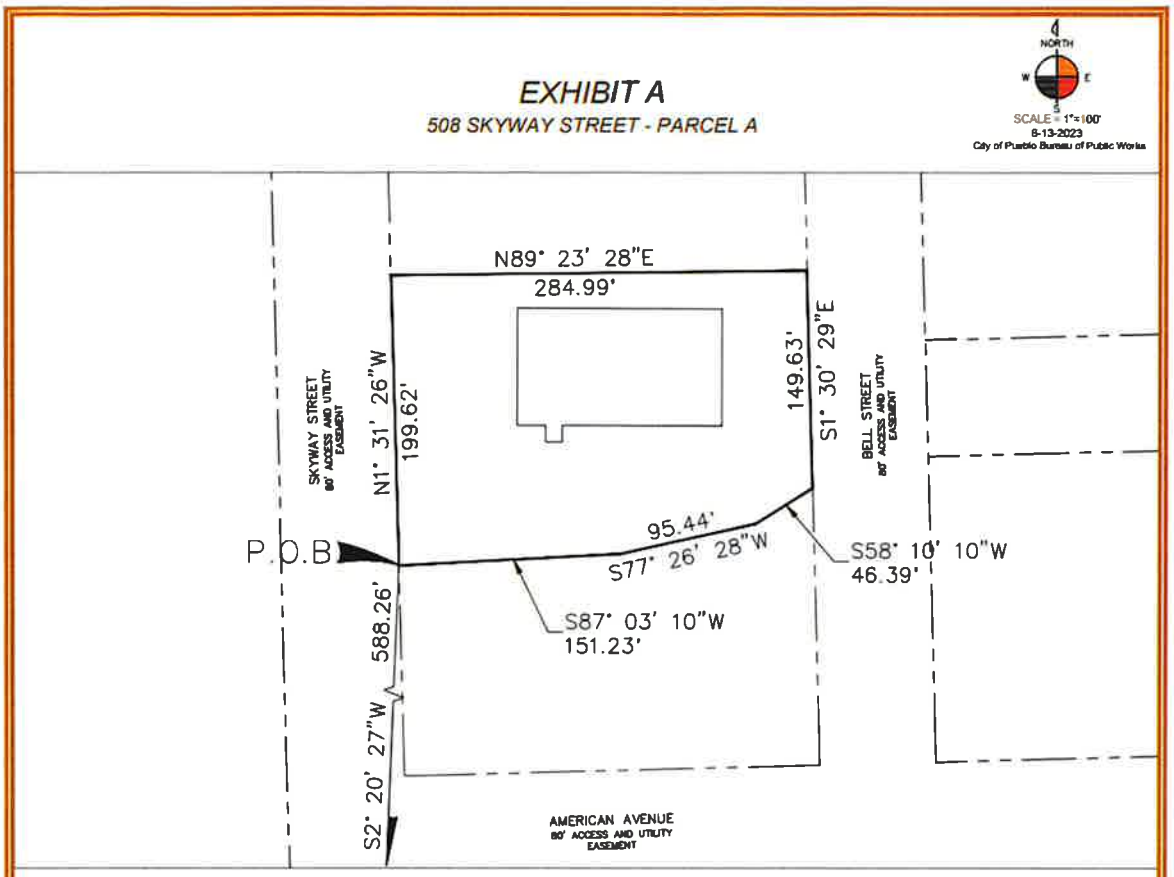
PUEBLO HISTORICAL AIRCRAFT SOCIETY, A COLORADO NONPROFIT CORPORATION

ATTEST: Stacey Turner

By: Jannie Sandridge
President

EXHIBIT A

508 SKYWAY STREET - PARCEL A



Description
A parcel of land located within a portion of Parcel H of Pueblo Memorial Airport Industrial Park Subdivision, located in the SE 1/4 of the NE 1/4 of Section 25, Township 20 South, Range 64 West of the Sixth Principal Meridian, being more particularly described as follows:

Parcel A
BEGINNING at a point from which the monument found at the intersection of Skyway Street and Magnuson Avenue bears S 2° 20' 27" W a distance of 588.26 feet (bearings based on the monument found at the intersection of Skyway Street and Atlas Avenue to the monument found at the intersection of Skyway Street and Magnuson Avenue to bear N 1° 31' 26" W, with all bearings contained herein being relative thereto); thence N 01° 31' 26" W a distance of 199.62 feet; thence N 89° 23' 28" E a distance of 284.99 feet; thence S 1° 30' 29" E a distance of 149.63 feet; thence S 58° 10' 10" W a distance of 46.39 feet; thence S 77° 26' 28" W a distance of 95.44 feet, thence S 87° 03' 10"W a distance of 151.23 feet to the POINT OF BEGINNING.

Area = 1.23 Acres (53,386 S.F.) more or less.

SHEET 1 OF 1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 11, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director Human Resources

SUBJECT: AN ORDINANCE PROVIDING FOR THE CITY OF PUEBLO DEPARTMENTAL AUTHORIZED PERSONNEL POSITIONS FOR THE FISCAL YEAR 2024

SUMMARY:

This Ordinance reflects the authorized departmental staffing for Fiscal Year 2024.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

This Ordinance reflects the authorized departmental staffing total of 855 for 2024. The staffing ordinance reflects the following new FTEs added to the 2024 budget that were not previously authorized in staffing.

Classification	Department
1. Administrative Assistant	City Council
2. Grant Coordinator/Financial Empowerment	Mayor
3. Outdoor Recreation Administrator	Mayor
4. Community Outreach Specialist	Fire
5. Fleet Service Writer	Fleet
6. Sr. Integration Administrator	Information Technology
7. Sr. Media Systems Administrator	Information Technology
8. Probation Officer	Municipal Court
9. Mason	Parks & Recreation
10. Park Ranger	Parks & Recreation
11. Program Coordinator/El Centro del Quinto Sol	Parks & Recreation
12. Real Time Crime Center Technician	Police
13. Real Time Crime Center Technician	Police
14. Real Time Crime Center Technician	Police
15. Real Time Crime Center Technician	Police
16. Abatement Worker	Police/Code Enforcement
17. Abatement Worker	Police/Code Enforcement
18. Utility Locate Technician	Stormwater
19. GPS Technician	Stormwater

Funding was restored to the following existing vacancy in the 2024 budget. This change does not represent additional positions.

Funding Restoration	Department
1. Office Assistant/Property & Evidence Technician	Police

There were also several changes to better reflect the level of responsibilities and duties being performed through retitling, reclassifying, or converting positions. Changes will become effective January 1, 2024, if this ordinance is passed. These represent changes in classification or title only, not new additional positions or staff.

Title	Action	Department
1. Accounting Technician III	Reclass to Accounting Tech IV	Finance
2. Accounting Technician III	Reclass to Accounting Tech IV	Finance
3. Program Coord/Horticulture	Reclass to Horticulture Specialist	Parks & Recreation
4. Office Assistant	Reclass to Sr. Office Assistant	Planning
5. Inspector/WW	Convert to WW Compliance Officer	Wastewater
6. Associate Engineer II/WW	Convert to Civil Engineer/WW	Wastewater
7. Office Assistant/Court Tech	Reclass to Court Technician	Municipal Court
8. Office Assistant/Court Tech	Reclass to Court Technician	Municipal Court
9. Office Assistant/Court Tech	Reclass to Court Technician	Municipal Court
10. Office Assistant/Court Tech	Reclass to Court Technician	Municipal Court
11. Office Assistant/Court Tech	Convert to Court Technician	Municipal Court
12. Probation Case Manager	Title Change to Probation Officer	Municipal Court

The following positions are included in the authorized staffing numbers for 2024, but do not have funding associated with them.

	Vacant/Unfunded	Department
1.	Deputy Mayor	Mayor's Office
2.	Assistant Director/Info Technology	Information Technology
3.	Parking Enforcer	Parking
4.	Parks Manager	Parks and Recreation
5.	Utility Worker/Park Caretaker I	Parks and Recreation
6.	Ice Arena Manager	Parks and Recreation
7.	Director of Planning	Planning & Comm. Development
8.	Office Assistant	Police
9.	Police Deputy Chief	Police
10.	Equipment Operator II	Public Works
11.	Equipment Operator II	Public Works
12.	Equipment Operator I	Public Works
13.	Equipment Operator I	Public Works
14.	Equipment Operator I	Public Works
15.	Equipment Operator I	Public Works
16.	Sr. Traffic Signal Technician	Public Works
17.	Sr. Traffic Signal Technician	Public Works
18.	Director Stormwater	Stormwater

FINANCIAL IMPLICATIONS:

The costs associated with the staffing levels included in this Ordinance have been authorized and approved in the 2024 Budget as approved by ordinance on November 27, 2023.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

There are no alternatives to this Ordinance. If this Staffing Ordinance does not receive approval by City Council, there will not be an accurate staffing count available to City Administration and Department Heads.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO. 10613

AN ORDINANCE PROVIDING FOR THE CITY OF PUEBLO DEPARTMENTAL AUTHORIZED PERSONNEL POSITIONS FOR THE FISCAL YEAR 2024

WHEREAS, the Mayor has determined that the following staffing plan for the City Departments best meets the needs of the City; and

WHEREAS, the City Financial Plan (Budget) authorizes the positions as included in the staffing plan.

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

SECTION 1.

The following positions shall be authorized for FY 2024:

City Council	
City Council President	1
City Council Member	6
Administrative Assistant	1
Total	**8**
Mayor's Office	
Mayor	1
Chief of Staff	1
Deputy Mayor	1
Administrative Assistant	1
Director/Just Transitions Program	1
Director/Public Affairs	1
Food Project Coordinator	1
Grant & Resource Development Administrator	1
Grant Coordinator/Financial Empowerment	1
Internal Auditor	1
Outdoor Recreation Administrator	1
Secretary to the Mayor	1
Total	**12**
City Clerk	
City Clerk	1
Deputy City Clerk	1
Licensing Coordinator	2
Municipal Records & Technical Coordinator	1
Senior Office Assistant	1
Total	**6**

Civil Service

Civil Service Administrator	1
Civil Service Commissioner	3
Civil Service Analyst	1
Marketing and Recruiting Specialist	1
Total	**6**

Finance

Director of Finance	1
Accountant I	2
Accountant II	4
Accounting Manager	1
Accounting Technician II	2
Accounting Technician IV	4
Administration Technician	1
Assistant Accounting Manager	1
Budget Analyst	1
Grants Analyst	1
Payroll Coordinator	1
Senior Tax Auditor	1
Tax Audit Manager	1
Tax Auditor I	3
Tax Auditor II	2
Tax Compliance Technician	2
Total	**28**

Fire

Fire Chief	1
Deputy Fire Chief	2
Assistant Fire Chief	3
Fire Captain	33
Emergency Medical Officer	31
Fire Engineer	36
Fire Inspector	3
Firefighter	44
Administrative Technician	1
Community Risk Reduction Coordinator	1
Community Outreach Specialist	1
Senior Office Assistant	1
Total	**157**

Fleet Maintenance

Fleet Superintendent	1
Shops Supervisor	1
Auto Mechanic	6
Fleet Service Writer	1
Parts Clerk	2
Senior Office Assistant	1
Total	**12**

Human Resources

Director of Human Resources	1
Assistant Director/Human Resources	1
Administrative Technician	1
HR Analyst I	2
HR Analyst II	1
Senior HR Analyst	1
Total	**7**

Information Technology

Director of Information Technology	1
Assistant Director of Information Technology	1
Business Systems Analyst	2
Communications Supervisor	1
GIS Specialist I	1
Media Systems Administrator	1
Media Systems Specialist	1
PC Network Technician	2
Radio Technician / Radio Technician II	3
Senior GIS Administrator	1
Senior Integration Administrator	1
Senior Media Systems Administrator	1
Senior Network Administrator	1
Senior PC Network Technician	1
Senior Security Administrator	1
Senior System Administrator	1
System Administrator	1
Total	**21**

Law Department

City Attorney	1
Deputy City Attorney	1
Assistant City Attorney I	3
Assistant City Attorney II	1
Assistant City Attorney III	1
Legal Assistant	1
Legal Support Assistant	1

Total	**9**
Memorial Airport	
Director of Aviation	1
Administrative Technician	1
Airport Operations/Maintenance Supervisor	1
Airport Operations/Maintenance Worker/Airport Operations/Maintenance Specialist	8
Aviation Security/Contracts Coordinator	1
Senior Airport Operations/Maintenance Specialist	2
Total	**14**
Municipal Court	
Municipal Court Judge	1
Court Administrator	1
Community Service Coordinator	1
Community Service Specialist	1
Court Marshal	1
Court Technician II	1
Lead Court Technician	2
Court Technician	5
Probation Officer	2
Total	**15**
Parking	
Parking Enforcer	2
Total	**2**
Parks and Recreation	
Director of Parks	1
Assistant Director of Parks and Recreation	1
Administrative Technician	1
Equipment Operator IV	1
Gardener	1
Horticulture Specialist	1
Ice Arena Manager	1
Mason	1
Office Assistant/Parks & Rec Tech	1
Park Caretaker II	2
Park Caretaker II - Irrigation	5
Park Caretaker II-Playground Inspector	1
Park Ranger	2
Parks Area Crew Leader	2
Parks Maintenance Mechanic	4
Parks Manager	1

Parks Senior Mechanic / Welder	1
Parks Supervisor	1
Program Coordinator – Aquatics	1
Program Coordinator – El Centro Del Quinto Sol	1
Program Coordinator – Forestry	1
Program Coordinator - Ice Arena	1
Program Coordinator – Marketing	1
Program Coordinator – Park Ranger	1
Program Coordinator – Sports	1
Recreation Supervisor	1
Senior Office Assistant	1
Trash Removal Coordinator	1
Utility Worker / Park Caretaker I	11
Total	**49**

Planning & Community Development

Director of Planning & Community Development	1
Assistant Mayor/Community Investment	1
Administrative Technician	2
CDBG/HOME & Housing Administrator	1
Community Development Specialist	1
Housing/Community Development Coordinator II	1
Land Use Technician	2
MPO Manager	1
Planner	3
Principal Planner	1
Program Coordinator/Housing	1
Senior Office Assistant	1
Senior Planner	3
Transportation Planning Technician	1
Total	**20**

Police

Police Chief	1
Police Deputy Chief	3
Police Captain	8
Police Sergeant	25
Police Corporal	55
Police Patrol Officer	115
Abandoned Vehicle Coordinator	1
Abatement Worker	2
Administrative Technician	2
Building Custodian	1
Code Enforcement Manager	1

Code Enforcement Officer	9
Community Service Officer	6
Crime Analyst	1
Dispatch Manager	1
Dispatch Training Coordinator	1
Emergency Services Dispatcher	24
Emergency Services Dispatcher Supervisor	3
Office Assistant/ Police Records Technician	11
Office Assistant/Investigations Technician	1
Office Assistant/Police Services Technician	1
Office Assistant/Property & Evidence Technician	3
Police Payroll Technician	2
Police Records Manager	1
Real Time Crime Center Technician	4
Senior Office Assistant	8
Social Media Specialist	1
Total	**291**

Police-Safety Tax

Police Sergeant	4
Police Patrol Officer	20
Total	**24**

Public Works - Engineering

Director of Public Works	1
Deputy Director Public Works	1
Administrative Technician	2
Associate Engineer I	3
Associate Engineer II	2
Associate Field Engineer	3
Civil Engineer/Public Works	1
Construction Manager	1
Construction Inspector	4
Engineering Manager	1
Public Works Asset Coordinator	1
Public Works Projects Coordinator	1
Senior Planner	1
Survey Party Chief	1
Surveyor	1
Total	**24**

Public Works - Public Buildings

Facilities Maintenance Superintendent	1

Carpenter	2
Electrician	1
HVAC Technician	2
Painter	2
Plumber	1
Senior Facilities Maintenance Technician	1
Total	**10**

Public Works - Solid Waste

Solid Waste Coordinator	1
Utility Worker/Equipment Operator I	1
Total	**2**

Public Works - Street Cleaning

Equipment Operator II	2
Sweeper Operator	4
Total	**6**

Public Works - Streets Division

Area Crew Leader	2
Equipment Operator II	3
Equipment Operator IV	6
Street Maintenance Supervisor	1
Streets Maintenance Mechanic	1
Utility Worker / Equipment Operator I	11
Total	**24**

Public Works - Traffic Control

Senior Traffic Signal Technician	2
Traffic Control Supervisor	1
Traffic Control Utility Worker II	2
Traffic Control Utility Worker III	1
Traffic Signal Technician	3
Traffic Signs & Marking Specialist	2
Total	**11**

Public Works - Transportation

Traffic Engineer	1
Administrative Technician	1
Civil Engineer/Transportation	1
Traffic Engineer Analyst	1
Total	**4**

Purchasing

Director of Purchasing	1

Purchasing/Contracts Administrator	1
Purchasing/Contracts Coordinator	1
Purchasing Specialist	1
Total	**4**

Stormwater

Director of Stormwater	1
Administrative Technician	1
Associate Engineer I Stormwater	2
Associate Engineer II Stormwater	1
Civil Engineer/ Drainage	2
Equipment Operator II	4
Equipment Operator IV	3
GPS Technician	1
Inspector/Stormwater	1
MS4 Permit Coordinator	1
Permit Compliance Specialist - SW	1
Stormwater Coordinator	1
Stormwater Crew Leader	1
Stormwater Engineering Manager	1
Stormwater Utility Maintenance Supervisor	1
Utility Locate Technician	1
Utility Worker/Equipment Operator I	4
Total	**27**

Wastewater Administration

Director of Wastewater	1
Accountant II	1
Regulatory Compliance Specialist	1
WW Compliance Officer	1
Senior Office Assistant	1
Total	**5**

Wastewater-Collection

WW Collection Supervisor	1
WW Utility Worker/WW Utility Worker I/ WW Utility Worker II/WW Utility Worker III/ WW Utility Worker IV	16
Total	**17**

Wastewater-Engineering

Associate Field Engineer	1

Civil Engineer – Wastewater	2
Inspector/WW	1
WW Data Technician	1
WW Data Technician II	1
WW Engineering Manager	1
Total	**7**

Wastewater-Treatment Plant	
Administrative Technician	1
Assistant WWTP Superintendent	1
Lab Analyst II	1
Lab Analyst III	2
Laboratory Pretreatment Specialist	2
Permit Compliance Specialist - WW	1
Pretreatment Compliance Technician	1
Pretreatment Manager	1
SCADA Administrator	1
Senior WWTP Maintenance Mechanic	2
Wastewater Operator A	5
WRF Worker/WRF Worker I/WRF Worker II/WW Operator B	7
WW Instrument & Controls Specialist	1
WW Maintenance Coordinator	1
WW Maintenance Supervisor	1
WWTP Inventory Control Specialist	1
WWTP Lab Supervisor	1
WWTP Maintenance Mechanic	2
WWTP Superintendent	1
Total	**33**

GRAND TOTAL	**855**

SECTION 2.

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

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2024 Budget with respect to the number and allocation of positions within Departments and shall become effective January 1, 2024.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 27, 2023.

Final adoption of Ordinance by City Council on December 11, 2023.

_____
President of City Council

Action by the Mayor:

☒ Approved on December 18, 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

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE CITY OF PUEBLO DEPARTMENTAL AUTHORIZED PERSONNEL POSITIONS FOR THE FISCAL YEAR 2024

WHEREAS, the Mayor has determined that the following staffing plan for the City Departments best meets the needs of the City; and

WHEREAS, the City Financial Plan (Budget) authorizes the positions as included in the staffing plan.

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

SECTION 1.

The following positions shall be authorized for FY 2024:

City Council	
City Council President	1
City Council Member	6
Administrative Assistant	1
Total	**8**
Mayor's Office	
Mayor	1
Chief of Staff	1
Deputy Mayor	1
Administrative Assistant	1
Director/Just Transitions Program	1
Director/Public Affairs	1
Food Project Coordinator	1
Grant & Resource Development Administrator	1
Grant Coordinator/Financial Empowerment	1
Internal Auditor	1
Outdoor Recreation Administrator	1
Secretary to the Mayor	1
Total	**12**
City Clerk	
City Clerk	1
Deputy City Clerk	1
Licensing Coordinator	2
Municipal Records & Technical Coordinator	1

Senior Office Assistant	1
Total	**6**

Civil Service

Civil Service Administrator	1
Civil Service Commissioner	3
Civil Service Analyst	1
Marketing and Recruiting Specialist	1
Total	**6**

Finance

Director of Finance	1
Accountant I	2
Accountant II	4
Accounting Manager	1
Accounting Technician II	2
Accounting Technician IV	4
Administration Technician	1
Assistant Accounting Manager	1
Budget Analyst	1
Grants Analyst	1
Payroll Coordinator	1
Senior Tax Auditor	1
Tax Audit Manager	1
Tax Auditor I	3
Tax Auditor II	2
Tax Compliance Technician	2
Total	**28**

Fire

Fire Chief	1
Deputy Fire Chief	2
Assistant Fire Chief	3
Fire Captain	33
Emergency Medical Officer	31
Fire Engineer	36
Fire Inspector	3
Firefighter	44
Administrative Technician	1
Community Risk Reduction Coordinator	1
Community Outreach Specialist	1
Senior Office Assistant	1
Total	**157**

Fleet Maintenance	
Fleet Superintendent	1
Shops Supervisor	1
Auto Mechanic	6
Fleet Service Writer	1
Parts Clerk	2
Senior Office Assistant	1
Total	**12**

Human Resources	
Director of Human Resources	1
Assistant Director/Human Resources	1
Administrative Technician	1
HR Analyst I	2
HR Analyst II	1
Senior HR Analyst	1
Total	**7**

Information Technology	
Director of Information Technology	1
Assistant Director of Information Technology	1
Business Systems Analyst	2
Communications Supervisor	1
GIS Specialist I	1
Media Systems Administrator	1
Media Systems Specialist	1
PC Network Technician	2
Radio Technician / Radio Technician II	3
Senior GIS Administrator	1
Senior Integration Administrator	1
Senior Media Systems Administrator	1
Senior Network Administrator	1
Senior PC Network Technician	1
Senior Security Administrator	1
Senior System Administrator	1
System Administrator	1
Total	**21**

Law Department	
City Attorney	1
Deputy City Attorney	1
Assistant City Attorney I	3
Assistant City Attorney II	1
Assistant City Attorney III	1

Legal Assistant	1
Legal Support Assistant	1
Total	**9**

Memorial Airport

Director of Aviation	1
Administrative Technician	1
Airport Operations/Maintenance Supervisor	1
Airport Operations/Maintenance Worker/Airport Operations/Maintenance Specialist	8
Aviation Security/Contracts Coordinator	1
Senior Airport Operations/Maintenance Specialist	2
Total	**14**

Municipal Court

Municipal Court Judge	1
Court Administrator	1
Community Service Coordinator	1
Community Service Specialist	1
Court Marshal	1
Court Technician II	1
Lead Court Technician	2
Court Technician	5
Probation Officer	2
Total	**15**

Parking

Parking Enforcer	2
Total	**2**

Parks and Recreation

Director of Parks	1
Assistant Director of Parks and Recreation	1
Administrative Technician	1
Equipment Operator IV	1
Gardener	1
Horticulture Specialist	1
Ice Arena Manager	1
Mason	1
Office Assistant/Parks & Rec Tech	1
Park Caretaker II	2
Park Caretaker II - Irrigation	5
Park Caretaker II-Playground Inspector	1
Park Ranger	2
Parks Area Crew Leader	2

Parks Maintenance Mechanic	4
Parks Manager	1
Parks Senior Mechanic / Welder	1
Parks Supervisor	1
Program Coordinator – Aquatics	1
Program Coordinator – El Centro Del Quinto Sol	1
Program Coordinator – Forestry	1
Program Coordinator - Ice Arena	1
Program Coordinator – Marketing	1
Program Coordinator – Park Ranger	1
Program Coordinator – Sports	1
Recreation Supervisor	1
Senior Office Assistant	1
Trash Removal Coordinator	1
Utility Worker / Park Caretaker I	11
Total	**49**

Planning & Community Development

Director of Planning & Community Development	1
Assistant Mayor/Community Investment	1
Administrative Technician	2
CDBG/HOME & Housing Administrator	1
Community Development Specialist	1
Housing/Community Development Coordinator II	1
Land Use Technician	2
MPO Manager	1
Planner	3
Principal Planner	1
Program Coordinator/Housing	1
Senior Office Assistant	1
Senior Planner	3
Transportation Planning Technician	1
Total	**20**

Police

Police Chief	1
Police Deputy Chief	3
Police Captain	8
Police Sergeant	25
Police Corporal	55
Police Patrol Officer	115
Abandoned Vehicle Coordinator	1
Abatement Worker	2
Administrative Technician	2

Building Custodian	1
Code Enforcement Manager	1
Code Enforcement Officer	9
Community Service Officer	6
Crime Analyst	1
Dispatch Manager	1
Dispatch Training Coordinator	1
Emergency Services Dispatcher	24
Emergency Services Dispatcher Supervisor	3
Office Assistant/ Police Records Technician	11
Office Assistant/Investigations Technician	1
Office Assistant/Police Services Technician	1
Office Assistant/Property & Evidence Technician	3
Police Payroll Technician	2
Police Records Manager	1
Real Time Crime Center Technician	4
Senior Office Assistant	8
Social Media Specialist	1
Total	**291**

Police-Safety Tax

Police Sergeant	4
Police Patrol Officer	20
Total	**24**

Public Works - Engineering

Director of Public Works	1
Deputy Director Public Works	1
Administrative Technician	2
Associate Engineer I	3
Associate Engineer II	2
Associate Field Engineer	3
Civil Engineer/Public Works	1
Construction Manager	1
Construction Inspector	4
Engineering Manager	1
Public Works Asset Coordinator	1
Public Works Projects Coordinator	1
Senior Planner	1
Survey Party Chief	1
Surveyor	1
Total	**24**

Public Works - Public Buildings	
Facilities Maintenance Superintendent	1
Carpenter	2
Electrician	1
HVAC Technician	2
Painter	2
Plumber	1
Senior Facilities Maintenance Technician	1
Total	**10**

Public Works - Solid Waste	
Solid Waste Coordinator	1
Utility Worker/Equipment Operator I	1
Total	**2**

Public Works - Street Cleaning	
Equipment Operator II	2
Sweeper Operator	4
Total	**6**

Public Works - Streets Division	
Area Crew Leader	2
Equipment Operator II	3
Equipment Operator IV	6
Street Maintenance Supervisor	1
Streets Maintenance Mechanic	1
Utility Worker / Equipment Operator I	11
Total	**24**

Public Works - Traffic Control	
Senior Traffic Signal Technician	2
Traffic Control Supervisor	1
Traffic Control Utility Worker II	2
Traffic Control Utility Worker III	1
Traffic Signal Technician	3
Traffic Signs & Marking Specialist	2
Total	**11**

Public Works - Transportation	
Traffic Engineer	1
Administrative Technician	1
Civil Engineer/Transportation	1
Traffic Engineer Analyst	1
Total	**4**

Purchasing

Director of Purchasing	1
Purchasing/Contracts Administrator	1
Purchasing/Contracts Coordinator	1
Purchasing Specialist	1
Total	**4**

Stormwater

Director of Stormwater	1
Administrative Technician	1
Associate Engineer I Stormwater	2
Associate Engineer II Stormwater	1
Civil Engineer/ Drainage	2
Equipment Operator II	4
Equipment Operator IV	3
GPS Technician	1
Inspector/Stormwater	1
MS4 Permit Coordinator	1
Permit Compliance Specialist - SW	1
Stormwater Coordinator	1
Stormwater Crew Leader	1
Stormwater Engineering Manager	1
Stormwater Utility Maintenance Supervisor	1
Utility Locate Technician	1
Utility Worker/Equipment Operator I	4
Total	**27**

Wastewater Administration

Director of Wastewater	1
Accountant II	1
Regulatory Compliance Specialist	1
WW Compliance Officer	1
Senior Office Assistant	1
Total	**5**

Wastewater-Collection

WW Collection Supervisor	1
WW Utility Worker/WW Utility Worker I/ WW Utility Worker II/WW Utility Worker III/ WW Utility Worker IV	16
Total	**17**

Wastewater-Engineering	
Associate Field Engineer	1
Civil Engineer – Wastewater	2
Inspector/WW	1
WW Data Technician	1
WW Data Technician II	1
WW Engineering Manager	1
Total	**7**

Wastewater-Treatment Plant	
Administrative Technician	1
Assistant WWTP Superintendent	1
Lab Analyst II	1
Lab Analyst III	2
Laboratory Pretreatment Specialist	2
Permit Compliance Specialist - WW	1
Pretreatment Compliance Technician	1
Pretreatment Manager	1
SCADA Administrator	1
Senior WWTP Maintenance Mechanic	2
Wastewater Operator A	5
WRF Worker/WRF Worker I/WRF Worker II/WW Operator B	7
WW Instrument & Controls Specialist	1
WW Maintenance Coordinator	1
WW Maintenance Supervisor	1
WWTP Inventory Control Specialist	1
WWTP Lab Supervisor	1
WWTP Maintenance Mechanic	2
WWTP Superintendent	1
Total	**33**

GRAND TOTAL	**855**

SECTION 2.

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

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2024 Budget with respect to the number and allocation of positions within Departments and shall become effective January 1, 2024.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 27, 2023.

Final adoption of Ordinance by City Council on December 11, 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: November 27, 2023

TO: President Heather M. Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco – Human Resources Director

SUBJECT: AN ORDINANCE AMENDING SECTIONS 6-5-16 AND 6-5-18 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE CLASSIFICATION AND PAY PLAN FOR FISCAL YEAR 2024

SUMMARY:

This Ordinance amends the current classification and pay plan to reflect 2024 wages for General Service, Fire, Police, Management, Appointed and unclassified part-time employees to include the increase in the minimum wage for unclassified part-time employees due to the State minimum wage increase, effective January 1, 2024.

PREVIOUS COUNCIL ACTION:

On December 27, 2022, Ordinance No.10365 was approved by City Council. This Ordinance provided the classification and pay plan for fiscal year 2023.

BACKGROUND:

Section 8-8 of the City Charter titled Pay Schedule requires that the Personnel (Human Resources) Director provide a uniformed schedule of pay for the classified service, approved by the Mayor, and submitted to City Council. The 2024 wages have been determined by Collective Bargaining Agreements between the City of Pueblo and the Pueblo Association of Government Employees (General Service), International Association of Firefighters Local #3 (Fire) and International Brotherhood of Police Officers #537 (Police) and are reflected within the Pay Schedule.

The following wage increases will take effect January 1, 2024, by employee group, if this ordinance is approved:

Fire – International Association of Firefighter Local #3 –7.3% increase for all steps of all ranks. Step increases within the range, as applicable, based on seniority will occur in 2024 as scheduled.

Police - International Brotherhood of Police Officers #537 (Police) – 5.3% increase for all steps of all ranks. Step increases within the range based on seniority will occur in 2024 as scheduled.

General Service – Pueblo Association of Government Employees –5.3% increase for all steps of all classifications with the exception of those enumerated classifications included in the 2024 contract amendment approved by City Council October 23, 2023. Step increases within the range based on seniority will occur in 2024 as scheduled.

Management and Appointed - 5.3% increase for all merit steps and ranges, in general, for management and appointed positions. Any additional merit increases as determined by Mayor.

Unclassified Temporary and Seasonal Staff - Section 6-5-18 sets forth the rate of pay of unclassified part-time employees of the City and is updated to reflect the change in pay rate for 2024. The City of Pueblo follows Federal minimum wage guidelines and/or the State of Colorado minimum wage, whichever is greater. The Colorado Minimum Wage is scheduled to increase from $13.65 per hour to $14.42 per hour effective January 1, 2024.

FINANCIAL IMPLICATIONS:

The salary schedules and related wage increases in this Ordinance were considered in the 2024 Budget and were approved by City Council on November 27, 2023.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

There are no alternatives to this Ordinance. Section 8-8 of the City Charter requires that the Personnel (Human Resources) Director provide a uniform schedule of pay approved by the Mayor and City Council and must comply with applicable minimum wage laws. The uniformed schedule of pay must be posted for all current and future City employees to view and is a public record.

RECOMMENDATION:

Approval of the Ordinance

ORDINANCE NO. __10614__

AN ORDINANCE AMENDING SECTIONS 6-5-16 AND 6-5-18 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE CLASSIFICATION AND PAY PLAN FOR FISCAL YEAR 2024

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscore indicates matter being added)

SECTION 1.

Section 6-5-16 of Chapter 5, of Title VI, of the Pueblo Municipal Code is hereby repealed in its entirety and re-enacted as follows:

6-5-16. Schedule, classification, work week and monthly salary.

The following shall constitute:

A. The classification and pay range for all bargaining unit employees of the City effective January 1, 2024;

B. The classification and pay range for all non-bargaining unit employees of the City effective January 1, 2024;

C. The pay range for all unclassified employees of the City effective January 1, 2024.

[CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – GENERAL SERVICE (NON-EXEMPT)
2023

CLASS TITLE	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
(A) GENERAL SERVICE										
Accountant I	5709.55	5850.05	6128.24	6409.19	6546.89	6619.24	6705.45	6793.08	6879.32	7092.58
Accounting Technician II	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
Accounting Technician III	3277.76	3358.61	3518.91	3682.10	3760.14	3870.45	3960.10	4064.96	4169.81	4308.47
Accounting Technician IV	3631.50	3723.31	3902.73	4087.74	4176.76	4294.27	4350.98	4410.53	4470.07	4653.24
Administrative Technician	3944.18	4040.92	4239.16	4435.80	4535.65	4747.95	4811.16	4961.39	5027.33	5397.81
Airport Ops/Maintenance Specialist	3937.52	4041.78	4149.18	4259.79	4373.73	4491.07	4611.94	4736.44	4864.67	5030.56
Airport Ops/Maintenance Worker	3325.52	3411.42	3495.95	3666.45	3832.62	3917.15	3960.11	4011.73	4066.13	4151.52
Area Crew Leader	4607.95	4724.79	4964.04	5204.66	5322.89	5460.32	5538.06	5612.95	5692.12	5873.76
Associate Engineer I	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
Associate Engineer II	4751.20	4874.99	5121.21	5371.57	5495.35	5557.92	5633.06	5712.35	5790.25	5979.21
Associate Engineer II - SW	4751.20	4874.99	5121.21	5371.57	5495.35	5557.92	5633.06	5712.35	5790.25	5979.21
Associate Engineer II - WW	4751.20	4874.99	5121.21	5371.57	5495.35	5557.92	5633.06	5712.35	5790.25	5979.21
Associate Field Engineer	4607.95	4724.79	4964.04	5204.66	5322.89	5460.32	5538.06	5612.95	5692.12	5873.76
Auto Mechanic	4073.81	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Aviation Operations Technician	3525.81	3612.03	3788.69	3963.95	4052.97	4166.62	4221.94	4277.27	4333.96	4653.24
Aviation Security/Contracts Coordinator	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82

CLASS TITLE	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
(A) GENERAL SERVICE CONTINUED…										
Building Custodian	2574.25	2658.87	2743.52	2828.19	2912.84	2997.50	3082.15	3166.77	3251.42	3381.16
Business Systems Analyst	4630.34	4802.60	4974.82	5147.03	5319.26	5491.49	5663.73	5835.97	6008.18	6214.23
Carpenter	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Civil Service Analyst	4251.88	4361.74	4578.73	4798.49	4907.00	4962.64	5030.80	5098.94	5167.11	5337.17
Civil Service Technician	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
Code Enforcement Officer	3644.02	3737.23	3918.04	4103.02	4194.83	4240.73	4297.76	4354.78	4411.81	4558.27
Community Development Specialist	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Community Risk Reduction Coordinator	3771.63	3868.74	4060.30	4254.88	4350.38	4397.28	4459.91	4517.64	4580.07	4730.76
Community Service Coordinator	4607.95	4724.79	4964.04	5204.66	5322.89	5460.32	5538.06	5612.95	5692.12	5873.76
Community Service Officer	4016.79	4120.21	4324.22	4531.45	4633.15	4683.10	4749.80	4811.28	4877.78	5038.26
Community Service Specialist	3277.76	3358.61	3518.91	3682.10	3760.14	3870.45	3960.10	4064.96	4169.81	4308.47
Court Marshal	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5475.52
Court Technician	3233.03	3299.71	3467.03	3665.81	3741.18	3789.13	3859.19	3925.17	4001.71	4137.87
Court Technician II	3394.68	3464.70	3640.38	3849.10	3928.24	3978.59	4052.15	4121.43	4201.79	4344.76
Dispatch Training Coordinator	4243.18	4379.92	4516.66	4653.44	4790.21	5070.45	5211.21	5351.96	5492.69	5776.24
Electrician	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Emergency Services Dispatch Supervisor	5261.51	5427.98	5594.45	5760.90	5927.37	6260.03	6431.05	6602.03	6773.05	7074.94
Emergency Services Dispatcher	3894.94	4031.68	4168.42	4305.20	4441.97	4712.07	4852.83	4993.58	5134.30	5411.10
Equipment Operator I	3325.52	3407.58	3573.12	3734.45	3816.52	3858.23	3908.34	3961.16	4011.23	4147.63
Equipment Operator II	3504.95	3591.19	3766.42	3941.69	4069.62	4111.76	4166.56	4222.75	4278.93	4752.81
Equipment Operator IV	4005.58	4106.30	4310.59	4514.92	4686.30	4738.14	4800.07	4843.74	4906.83	5446.08
Fire Support Technician	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
Gardener	3680.19	3773.38	3957.00	4143.36	4236.56	4299.24	4357.96	4416.69	4473.97	4623.00
GIS Specialist I	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Housing/Comm. Dev. Coordinator II	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
HR Records Technician	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
HVAC Technician	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Inspector/Construction	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
Inspector/Stormwater	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
Inspector/Streets	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
Inspector /Wastewater	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
Lab Analyst	4479.99	4595.42	4827.70	5061.37	5175.44	5233.87	5307.55	5378.53	5450.85	5630.67
Lab Analyst II	4751.20	4874.99	5121.21	5371.57	5495.35	5557.92	5633.06	5712.35	5790.25	5979.21
Lab Analyst III	5278.36	5419.10	5698.44	5978.01	6115.96	6188.03	6274.29	6361.89	6448.12	6655.12
Lab Pretreatment Specialist	4479.99	4595.42	4827.70	5061.37	5175.44	5233.87	5307.55	5378.53	5450.85	5630.67
Land Use Technician	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.95	4883.34	4947.34	5112.82
Law Department Technician	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
Lead Code Enforcement Officer	4016.79	4120.21	4324.22	4531.45	4633.15	4683.44	4749.80	4811.28	4877.78	5038.26
Lead Court Technician	3944.18	4040.92	4239.16	4435.80	4535.65	4747.95	4811.16	4961.39	5027.33	5397.81
Legal Support Assistant	3944.18	4040.92	4239.16	4435.80	4535.65	4747.95	4811.16	4961.39	5027.33	5397.81
Licensing Coordinator	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.95	4961.39	5027.33	5397.81

CLASS TITLE	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
(A) GENERAL SERVICE CONTINUED…										
Marketing and Recruitment Specialist	4630.34	4802.60	4974.82	5147.03	5319.26	5491.49	5663.73	5835.97	6008.18	6214.23
Media Systems Administrator	4630.34	4802.60	4974.82	5147.03	5319.26	5491.49	5663.73	5835.97	6008.18	6214.23
Media Systems Specialist	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Municipal Records Tech/Coordinator	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Office Assistant	2962.82	3032.31	3175.50	3320.13	3389.60	3426.49	3471.86	3514.41	3559.77	3682.00
Painter	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Parks Area Crew Leader	4607.95	4724.79	4964.04	5204.66	5322.89	5460.32	5538.06	5612.95	5692.12	5873.76
Park Caretaker I	3325.52	3407.58	3573.12	3734.45	3816.52	3858.23	3908.34	3961.16	4011.23	4147.63
Park Caretaker II	3504.95	3591.19	3766.42	3941.69	4069.62	4111.76	4166.56	4222.75	4278.93	4752.81
Park Caretaker II - Irrigation	3680.19	3773.38	3957.34	4143.36	4278.93	4342.24	4401.54	4460.83	4518.71	5015.95
Park Caretaker II - Playground	3680.19	3773.38	3957.34	4143.36	4278.93	4342.24	4401.54	4460.83	4518.71	5015.95
Park Ranger	3644.02	3737.23	3918.04	4103.02	4194.83	4240.73	4297.76	4354.78	4411.81	4558.27
Parking Enforcer	3223.98	3303.24	3460.42	3620.40	3696.90	3742.78	3787.31	3835.99	3884.69	4019.23
Parks & Rec Technician	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
Parks Maintenance Mechanic	4005.58	4106.30	4310.59	4514.92	4663.22	4714.80	4776.43	4843.74	4906.83	5446.08
Parks Senior Mechanic/Welder	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5910.42
Parts Clerk	3223.98	3303.24	3460.42	3620.40	3696.90	3742.78	3787.31	3844.06	3932.59	4054.95
Pavement Management Technician	4479.99	4595.42	4827.70	5061.37	5175.44	5233.87	5307.55	5378.53	5450.85	5630.67
Payroll Coordinator	4570.77	4688.87	4922.13	5158.38	5275.02	5334.84	5408.11	5481.36	5554.64	5977.63
PC Network Technician	3854.58	3975.18	4095.75	4216.35	4336.94	4457.54	4578.12	4698.74	4819.34	4973.73
PD Investigations Technician	3233.03	3299.71	3467.03	3665.81	3741.18	3789.13	3859.19	3925.17	4001.71	4137.87
PD Records Technician	3233.03	3299.71	3467.03	3665.81	3741.18	3789.13	3859.19	3925.17	4001.71	4137.87
Permit Compliance Specialist - SW	5278.37	5419.10	5698.44	5978.01	6115.96	6188.03	6274.29	6361.89	6448.12	6655.12
Permit Compliance Specialist - WW	5278.37	5419.10	5698.44	5978.01	6115.96	6188.03	6274.29	6361.89	6448.12	6655.12
Planner	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Plumber	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Police Payroll Technician	3944.18	4040.92	4239.16	4435.80	4535.65	4747.95	4811.16	4961.39	5027.33	5397.81
Police Services Technician	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
Pretreatment Compliance Technician	4751.20	4874.99	5121.21	5371.57	5495.35	5557.92	5633.06	5712.35	5790.25	5979.21
Probation Case Manager	4550.92	4669.13	4913.94	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Program Coordinator - Aquatics	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Program Coordinator - Forestry	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Program Coordinator - Horticulture	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Program Coordinator - Housing	4016.79	4120.21	4324.22	4531.45	4633.15	4683.10	4749.80	4811.28	4877.78	5038.26
Program Coordinator - Ice Arena	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Program Coordinator - Marketing	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Program Coordinator - Park Ranger	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Program Coordinator - Sports	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Property/Evidence Technician	3233.03	3299.71	3467.03	3665.81	3741.18	3789.13	3859.19	3925.17	4001.71	4137.87
Purchasing/Contract Coordinator	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Purchasing Specialist	3585.62	3673.56	3853.78	4032.54	4123.32	4239.24	4295.68	4352.10	4409.94	4734.92
Public Works Asset Coordinator	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Public Works Projects Coordinator	5738.26	5589.21	6192.78	6496.60	6646.52	6724.85	6818.59	6913.78	7007.50	7232.45

CLASS TITLE	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
(A) GENERAL SERVICE CONTINUED…										
Radio Technician	3680.19	3773.38	3957.00	4143.36	4236.56	4299.24	4357.96	4416.69	4473.97	4623.00
Radio Technician II	4232.17	4400.58	4569.01	4737.43	4905.87	5074.24	5242.66	5411.12	5579.53	5781.74
Social Media Specialist	4630.34	4802.60	4974.82	5147.03	5319.26	5491.49	5663.73	5835.97	6008.18	6214.23
Solid Waste Coordinator	4375.67	4489.67	4716.42	4940.37	5054.44	5111.47	5182.39	5253.34	5322.90	5498.06
Sr. Airport Ops/Main. Specialist	4479.99	4600.53	4724.68	4852.56	4984.28	5119.94	5259.68	5403.61	5551.85	5738.36
Sr. Facilities Maintenance Technician	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Sr. Office Assistant	3703.87	3795.23	3976.37	4160.78	4248.95	4528.42	4633.31	4756.01	4878.68	5213.25
Sr. PC Network Technician	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Sr. Planner	5278.36	5419.10	5698.44	5978.01	6115.96	6188.03	6274.29	6361.89	6448.12	6655.12
Sr. Traffic Signal Technician	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Sr. WWTP Maintenance Mechanic	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Stormwater Crew Leader	4607.95	4724.79	4964.04	5204.66	5322.89	5460.32	5538.06	5612.95	5692.12	5873.76
Streets Maintenance Mechanic	4005.58	4106.30	4310.59	4514.92	4663.22	4714.80	4776.43	4843.74	4906.83	5446.08
Survey Party Chief	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Survey Party Chief LS	4886.14	5002.96	5242.21	5482.82	5601.08	5660.87	5737.34	5811.08	5889.02	6072.34
Surveyor	3712.19	3805.37	3991.76	4178.16	4271.33	4318.61	4375.67	4436.88	4493.90	4644.54
Sweeper Operator	3830.43	3927.79	4119.74	4314.45	4454.53	4503.70	4566.93	4625.94	4686.35	5204.44
Systems Administrator	4630.34	4802.60	4974.82	5147.03	5319.26	5491.49	5663.73	5835.97	6008.18	6214.23
Tax Auditor	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Tax Auditor II	5709.55	5850.05	6128.24	6409.19	6546.89	6619.24	6705.45	6793.08	6879.32	7092.58
Tax Compliance Technician	3854.58	3975.18	4095.75	4216.35	4336.94	4457.54	4578.12	4698.74	4819.34	4973.73
Traffic Control Utility Worker II	3504.95	3591.19	3766.42	3941.69	4029.33	4071.05	4125.30	4180.94	4236.56	4380.47
Traffic Control Utility Worker III	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Traffic Engineering Analyst	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
Traffic Signal Technician	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Traffic Signs/Mrkg. Specialist	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Transportation Planning Technician	3631.50	3723.31	3902.73	4087.74	4176.76	4222.66	4278.30	4336.72	4395.12	4653.24
Trash Removal Coordinator	4479.99	4595.42	4827.70	5061.37	5175.44	5233.87	5307.55	5378.53	5450.85	5630.67
Utility Worker	3218.41	3271.27	3325.52	3407.58	3573.12	3734.45	3816.52	3858.23	3908.34	4044.62
Utility Worker III	4251.88	4361.74	4578.73	4798.49	4907.00	4962.64	5030.80	5098.94	5167.11	5337.17
Water Reclamation Worker	3218.41	3271.27	3325.52	3407.58	3573.12	3734.45	3816.52	3858.23	3908.34	4044.62
Water Reclamation Worker I	3504.95	3591.19	3766.42	3941.69	4029.33	4071.05	4125.30	4180.94	4236.56	4380.47
Water Reclamation Worker II	3631.50	3723.31	3902.73	4087.74	4176.76	4222.66	4278.30	4336.72	4395.12	4541.34
WW Data Technician	4251.88	4361.74	4578.73	4798.49	4907.00	4962.64	5030.80	5098.94	5167.11	5337.17
WW Data Technician II	4607.95	4724.79	4964.04	5204.66	5322.89	5460.32	5538.06	5612.95	5692.12	5873.76
WW Instrument/Control Specialist	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
WW Inventory/Control Specialist	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
WW Maintenance Coordinator	4630.34	4802.60	4974.82	5090.68	5319.26	5491.49	5663.73	5835.97	6008.18	6214.23
WW Operator A	5180.62	5315.86	5383.48	5586.34	5721.58	5856.82	5992.06	6127.30	6262.53	6429.50
WW Operator B	3952.58	4055.77	4258.98	4463.37	4564.90	4616.32	4679.63	4744.35	4808.72	4970.17
WW SCADA Coordinator	5278.36	5419.10	5698.44	5978.01	6115.96	6188.03	6274.29	6361.89	6448.12	6655.12
WW Utility Worker	3218.41	3271.27	3325.52	3407.58	3573.12	3734.45	3816.52	3858.23	3908.34	4044.62
WW Utility Worker I	3491.79	3577.96	3751.77	3921.18	4007.35	4051.14	4103.75	4159.22	4211.80	4355.01
WW Utility Worker II	3715.25	3806.66	3992.41	4217.16	4271.09	4315.32	4372.82	4431.80	4490.75	5037.93
WW Utility Worker III	4213.15	4318.83	4533.12	4747.46	4854.58	4908.19	4972.21	5042.11	5107.61	5277.43
WW Utility Worker IV	4549.51	4667.06	4899.24	5134.38	5250.48	5310.02	5382.95	5455.86	5528.80	5710.78
WWTP Maintenance Mechanic	3937.52	4036.28	4236.56	4436.88	4536.99	4587.09	4646.92	4712.25	4773.47	4932.18

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – FIRE (NON-EXEMPT)
2023

CLASS TITLE						
(A) FIRE						
Assistant Fire Chief *	10117.99					
Emergency Medical Officer *	7419.86					
Fire Captain *[1]	8768.92					
Fire Engineer*[2]	7217.50					
Fire Inspector	7554.76					
CLASS TITLE	***Entrance***	***Step 2***	***Step 3***	***Step 4***	***Step 5***	***Step 6***
Firefighter *[3]	4978.10	5389.98	5442.16	5601.93	5709.48	6745.33

* Denotes a 56-Hour Work Week.

[1] Captain (Administration) shall constitute an assignment for Captain and shall have assigned duties primarily relating to administrative functions including training and EMS Coordination. Captain (Administration) shall be a Group A Firefighter. The monthly base pay of the Captain (Administration) shall be the monthly base pay of Captain in the same grade who is a Group B Firefighter plus an additional $550.

[2] Fire Engineers who possess and maintain an EMT-I certification or higher with the City shall be paid a monthly stipend of one percent (1%) of their monthly base pay in accordance with the City's usual and customary payroll practices. Fire Engineers hired on or after January 1, 2018 who are required as a condition of their employment as Fire Engineers with the City to possess and maintain an EMT-I Certification or higher pursuant to Section 49.2 of the collective bargaining agreement shall also be eligible for and paid said monthly stipend.

[3] Firefighters assigned to Focus Response Unit (FRU) shall be a Group B Firefighter. They shall be allowed to work OT within the FRU classification when approved by the Chief or his/her designee.

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – POLICE (NON-EXEMPT)
2023

CLASS TITLE	*Entrance*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*	*Step 7*	*Step 8*	*Step 9*	*Step 10*
(A) POLICE										
Police Corporal	7001.88	7001.88	7001.88	7104.51	7104.51	7208.72				
Police Patrol Officer	4844.82	5340.26	5656.18	6138.04	6328.22	6426.51	6521.62	6619.95	6713.42	6899.79
Police Sergeant	8038.48	8117.23	8194.21	8274.55	8391.75					

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – CLASS B
2023

CLASS TITLE	*BASE SALARY*	*MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)*					
(B) ADMINISTRATIVE							
Accountant II	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Accounting Manager	8152.69	8397.24	8649.18	8908.59	9175.87	9451.09	9734.73
Administrative Assistant	5213.37	5390.59	5599.69	5791.23	5982.77	6180.73	6383.44
Airport Ops/Maintenance Supervisor	5907.99	6085.22	6267.78	6455.81	6649.49	6848.96	7054.43
Assistant Accounting Manager	7173.83	7416.44	7698.97	7960.79	8220.99	8489.13	8766.86
Assistant Director/Human Resources	7640.13	7898.51	8199.40	8478.23	8755.36	9040.92	9336.70
Assistant Director/Info Technology	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Assistant Director/Parks & Recreation	8845.59	9064.67	9289.27	9590.15	9970.49	10366.06	10792.41
Assistant WWTP Superintendent	7173.83	7416.44	7698.97	7960.79	8220.99	8489.13	8766.87
Budget Analyst	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Civil Engineer Construction	7595.21	7850.67	8153.91	8428.49	8704.63	8988.77	9282.50
Civil Engineer Drainage	6754.01	6961.34	7333.40	7705.46	8077.53	8449.59	8822.56
Civil Engineer Public Works	6754.01	6961.34	7333.40	7705.46	8077.53	8449.59	8822.56
Civil Engineer Transportation	6754.01	6961.34	7333.40	7705.46	8077.53	8449.59	8822.56
Civil Service Administrator	8682.07	8978.97	9326.94	9644.63	9962.23	10291.10	10631.07
Code Enforcement Manager	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Communications Supervisor	5403.78	5758.54	6113.31	6468.08	6822.86	7177.64	7532.40
Court Administrator	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Crime Analyst	4765.30	4953.03	5140.70	5328.44	5516.19	5703.90	5891.58
Deputy City Clerk	5295.02	5472.21	5681.34	5872.87	6064.42	6262.38	6465.09
Deputy Director Public Works	9545.00	9859.99	10195.22	10541.86	10900.29	11270.90	11696.67
Deputy Fire Chief	9264.37	9579.84	9952.54	10290.83	10630.83	10982.24	11571.97
Dispatch Manager	6030.03	6424.48	6818.95	7213.42	7607.87	8002.34	8396.76
Engineering Manager	8982.05	9465.62	9949.19	10432.76	10916.32	11399.89	11884.09
Facilities Maintenance Superintendent	7513.56	7769.03	8072.26	8346.85	8623.01	8907.13	9200.85
Fleet Superintendent	7513.56	7769.03	8072.26	8346.85	8623.01	8907.13	9200.85
Food Project Coordinator	4872.31	5037.93	5233.36	5412.36	5591.38	5776.39	5965.83
Grant & Resource Dev. Administrator	6754.01	6980.66	7247.22	7491.50	7735.71	7987.91	8249.72
Grants Analyst	6439.28	6577.62	6650.32	6736.94	6824.97	6911.61	7125.88

CLASS TITLE	BASE SALARY	MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)					
(B) ADMINISTRATIVE CONTINUED…							
HR Analyst I	4620.37	4868.34	5142.71	5425.03	5723.52	6038.19	6370.25
HR Analyst II	5336.52	5622.94	5939.82	6265.91	6610.67	6974.10	7357.64
Ice Arena Manager	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Internal Auditor	6922.86	7155.18	7428.41	7678.78	7929.11	8187.61	8455.96
Landscape Architect	5907.99	6107.53	6338.98	6554.47	6768.39	6987.06	7216.95
Legal Assistant	4592.27	4742.46	4892.98	5043.31	5208.52	5374.11	5539.52
MPO Manager	7173.83	7416.44	7698.97	7960.79	8220.99	8489.13	8766.87
MS4 Permit Coordinator	5907.99	6107.53	6338.98	6554.47	6768.39	6987.06	7216.95
Parks Manager	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Parks Supervisor	5295.02	5472.21	5681.34	5872.87	6064.42	6262.38	6465.09
Police Captain	8225.95	8508.11	8837.27	9139.60	9441.89	9750.94	10075.08
Police Deputy Chief	9558.84	9884.40	10268.91	10618.00	10968.77	11331.32	11705.74
Police Records Manager	5330.13	5510.55	5719.67	5912.80	6105.95	6303.86	6509.79
Pretreatment Manager	7173.83	7416.44	7698.97	7960.79	8220.99	8489.13	8766.87
Principal Planner	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Purchasing Contracts Administrator	5330.13	5510.55	5719.67	5913.32	6105.95	6303.86	6641.08
Recreation Supervisor	5295.02	5472.21	5681.34	5872.87	6064.42	6262.38	6465.09
Regulatory Compliance Specialist	7595.21	7850.67	8153.91	8428.49	8704.63	8988.77	9282.50
Shops Supervisor	6034.11	6236.82	6476.26	6693.36	6912.06	7137.11	7370.15
Sr. Business Systems Analyst	5403.78	5758.54	6113.31	6468.08	6822.86	7177.64	7532.40
Sr. GIS Administrator	5403.78	5758.54	6113.31	6468.08	6822.86	7177.64	7532.40
Sr. HR Analyst	6297.10	6635.06	7008.99	7393.78	7800.59	8229.45	8682.01
Sr. Network Administrator	5403.78	5758.54	6113.31	6468.08	6822.86	7177.64	7532.40
Sr. Security Administrator	5403.78	5758.54	6113.31	6468.08	6822.86	7177.64	7532.40
Sr. System Administrator	5403.78	5758.54	6113.31	6468.08	6822.86	7177.64	7532.40
Sr, Tax Auditor	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Stormwater Coordinator	7595.21	7850.67	8153.91	8428.49	8704.63	8988.77	9282.50
Stormwater Engineering Manager	8982.05	9465.62	9949.19	10432.76	10916.32	11399.89	11884.09
Stormwater Utility Maint. Supervisor	5907.99	6107.53	6338.98	6554.47	6768.39	6987.06	7216.95
Streets Maintenance Supervisor	5907.99	6107.53	6338.98	6554.47	6768.39	6987.06	7216.95
Tax Audit Manager	8152.70	8397.24	8649.18	8908.59	9175.88	9451.10	9734.73
Traffic Control Supervisor	5907.99	6107.53	6338.98	6554.47	6768.39	6987.06	7216.95
Traffic Engineer	8216.68	8497.72	8778.76	9059.80	9340.84	9621.87	9902.91
WW Collections Supervisor	5907.99	6107.53	6338.98	6554.47	6768.39	6987.06	7216.95
WW Engineering Manager	8982.05	9465.62	9949.19	10432.76	10916.32	11399.89	11884.09
WWTP Lab Supervisor	7173.83	7416.44	7698.97	7960.79	8220.99	8489.13	8766.87
WW Maintenance Supervisor	7173.83	7416.44	7698.97	7960.79	8220.99	8489.13	8766.87
WWTP Superintendent	8361.45	8643.95	8976.01	9279.29	9582.60	9895.48	10221.11

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE - APPOINTED
2023

CLASS TITLE	*MONTHLY BASE SALARY*	*MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)*
(C) APPOINTED		
Assistant City Attorney I	5919.02	7398.78
Assistant City Attorney II	7398.78	8302.58
Assistant City Attorney III	8302.67	10160.90
Assistant Mayor/Comm Investment	7965.36	10258.45
Assistant Mayor/Development Services	7965.36	10258.45
City Attorney	12965.51	15923.73
City Clerk	8701.08	10636.63
Chief of Staff	7771.08	10982.96
Deputy City Attorney	11177.94	12515.44
Deputy Mayor	No monthly salary is provided with respect to appointment to the position of Deputy Mayor. All compensation received by the Department Director appointed to this position shall be continued.	
Director/Aviation	8701.08	10636.63
Director/Finance	9522.05	11637.70
Director/Housing and Citizen Services	9531.54	11650.72
Director/Human Resources	9901.70	12103.18
Director/Information Technology	9901.70	12103.18
Director/Just Transitions Program	6428.92	7806.54
Director/Parks & Recreation	10146.69	12401.34
Director/Planning	9901.70	12103.18
Director/Public Affairs	6428.92	7806.54
Director/Public Works	11445.66	13988.75
Director/Purchasing	8701.08	10636.63
Director/Stormwater	9901.71	12103.18
Director/Wastewater	10246.18	12522.94
Fire Chief	11150.71	13627.75
Mayor	12500.00	12500.00
Municipal Court Judge	9609.02	12390.61
Police Chief	11445.66	14131.60
Secretary to the Mayor	4592.27	5819.82
Sr. Assistant City Attorney	10160.99	11177.84

]

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – GENERAL SERVICE (NON-EXEMPT)
2024

CLASS TITLE	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
(A) GENERAL SERVICE										
Abandoned Vehicle Coordinator	3971.53	4073.78	4275.49	4480.39	4580.95	4630.33	4696.29	4757.07	4822.81	4981.49
Abatement Worker	3388.99	3444.65	3501.77	3588.18	3762.50	3932.38	4018.79	4062.72	4115.48	4258.99
Accountant I	6012.16	6160.11	6453.04	6748.88	6893.87	6970.06	7060.84	7153.11	7243.92	7468.48
Accounting Technician II	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
Accounting Technician III	3900.17	3996.38	4187.12	4381.30	4474.15	4768.43	4878.88	5008.08	5137.25	5489.56
Accounting Technician IV	4153.22	4255.08	4463.83	4670.89	4776.04	4999.59	5066.16	5224.35	5293.78	5683.89
Administrative Technician	4153.22	4255.08	4463.83	4670.89	4776.04	4999.59	5066.16	5224.35	5293.78	5683.89
Airport Ops/Maintenance Specialist	4146.21	4256.00	4369.09	4485.56	4605.53	4729.10	4856.37	4987.47	5122.50	5297.18
Airport Ops/Maintenance Worker	3501.77	3592.23	3681.23	3860.77	4035.75	4124.76	4169.99	4224.35	4281.63	4371.55
Area Crew Leader	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6348.14
Associate Engineer I	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
Associate Engineer II	5003.02	5133.37	5392.63	5656.26	5786.60	5852.49	5931.62	6015.10	6097.13	6296.11
Associate Engineer II - SW	5003.02	5133.37	5392.63	5656.26	5786.60	5852.49	5931.62	6015.10	6097.13	6296.11
Associate Engineer II - WW	5003.02	5133.37	5392.63	5656.26	5786.60	5852.49	5931.62	6015.10	6097.13	6296.11
Associate Field Engineer	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6185.06
Auto Mechanic	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6348.14
Aviation Operations Technician	3712.68	3803.46	3989.49	4174.04	4267.78	4387.45	4445.71	4503.96	4563.66	4899.87
Aviation Security/Contracts Coordinator	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Building Custodian	2710.68	2799.79	2888.93	2978.08	3067.22	3156.37	3245.50	3334.61	3423.75	3560.36
Business Systems Analyst	4875.75	5057.14	5238.49	5419.82	5601.18	5782.54	5963.91	6145.27	6326.62	6543.59
Carpenter	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Civil Service Analyst	4477.23	4592.91	4821.40	5052.81	5167.07	5225.66	5297.43	5369.18	5440.96	5620.04
Civil Service Technician	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
Code Enforcement Officer	3837.15	3935.31	4125.69	4320.48	4417.15	4465.49	4525.54	4585.59	4645.63	4799.86
Community Development Specialist	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Community Risk Reduction Coordinator	3971.53	4073.78	4275.49	4480.39	4580.95	4630.33	4696.29	4757.07	4822.81	4981.49
Community Service Coordinator	4852.17	4975.20	5227.13	5480.51	5605.00	5749.72	5831.58	5910.44	5993.80	6185.07
Community Service Officer	4229.68	4338.58	4553.40	4771.62	4878.71	4931.30	5001.54	5066.28	5136.30	5305.29
Community Outreach Specialist	3837.15	3935.31	4125.69	4320.48	4417.15	4465.49	4525.54	4585.59	4645.63	4799.86
Community Service Specialist	3451.48	3536.62	3705.42	3877.25	3959.42	4075.58	4169.98	4280.41	4390.81	4536.82
Court Marshal	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5765.72
Court Technician	3404.38	3474.60	3650.78	3860.09	3939.46	3989.96	4063.72	4133.21	4213.80	4357.18
Court Technician II	3574.60	3648.33	3833.32	4053.10	4136.43	4189.45	4266.91	4339.87	4424.49	4575.04

Dispatch Training Coordinator	4468.07	4612.06	4756.05	4900.07	5044.09	5339.19	5487.41	5635.62	5783.80	6082.38
Electrician	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Emergency Services Dispatch Supervisor	5540.36	5715.67	5890.96	6066.23	6241.52	6591.81	6771.89	6951.94	7132.02	7449.92
Emergency Services Dispatcher	4101.37	4245.36	4389.35	4533.38	4677.39	4961.81	5110.03	5258.24	5406.42	5697.89
Equipment Operator I	3501.77	3588.18	3762.50	3932.38	4018.79	4062.72	4115.48	4171.10	4223.82	4367.45
Equipment Operator II	3690.71	3781.52	3966.04	4150.60	4285.31	4329.68	4387.38	4446.56	4505.71	5004.70
Equipment Operator IV	4217.88	4323.94	4539.05	4754.21	4934.67	4989.26	5054.48	5100.46	5166.89	5734.72
Fire Support Technician	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
Fleet Service Writer	3394.85	3478.31	3643.83	3812.28	3892.84	3941.15	3988.03	4047.80	4141.02	4269.86
Gardener	3875.24	3973.37	4167.08	4362.96	4505.71	4572.38	4634.82	4697.26	4758.20	5281.80
GIS Specialist I	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
GPS Technician	3908.94	4007.06	4203.32	4399.60	4497.71	4547.49	4607.58	4672.04	4732.08	4890.70
Horticultural Specialist	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6348.14
Housing/Comm. Dev. Coordinator II	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
HR Records Technician	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
HVAC Technician	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Inspector/Construction	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
Inspector/Stormwater	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
Inspector/Streets	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
Inspector /Wastewater	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
Lab Analyst	4717.43	4838.98	5083.57	5329.63	5449.73	5511.27	5588.85	5663.59	5739.75	5929.10
Lab Analyst II	5003.02	5133.37	5392.63	5656.26	5786.60	5852.49	5931.62	6015.10	6097.13	6296.11
Lab Analyst III	5558.12	5706.32	6000.46	6294.85	6440.10	6515.99	6606.83	6699.07	6789.87	7007.84
Lab Pretreatment Specialist	4717.43	4838.98	5083.57	5329.63	5449.73	5511.27	5588.85	5663.59	5739.75	5929.10
Land Use Technician	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.31	5224.35	5293.78	5683.89
Law Department Technician	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
Lead Code Enforcement Officer	4229.68	4338.58	4553.40	4771.62	4878.71	4931.66	5001.54	5066.28	5136.30	5305.29
Lead Court Technician	4153.22	4255.08	4463.83	4670.89	4776.04	4999.59	5066.16	5224.35	5293.78	5683.89
Legal Support Assistant	4153.22	4255.08	4463.83	4670.89	4776.04	4999.59	5066.16	5224.35	5293.78	5683.89
Licensing Coordinator	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.31	5224.35	5293.78	5683.89
Marketing and Recruitment Specialist	4875.75	5057.14	5238.49	5419.82	5601.18	5782.54	5963.91	6145.27	6326.62	6543.59
Mason	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Media Systems Administrator	4875.75	5057.14	5238.49	5419.82	5601.18	5782.54	5963.91	6145.27	6326.62	6543.59
Media Systems Specialist	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Municipal Records Tech/Coordinator	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Office Assistant	3119.85	3193.02	3343.80	3496.10	3569.25	3608.09	3655.87	3700.67	3748.43	3877.15

Painter	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Parks Area Crew Leader	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6348.14
Park Caretaker I	3501.77	3588.18	3762.50	3932.38	4018.79	4062.72	4115.48	4171.10	4223.82	4367.45
Park Caretaker II	3690.71	3781.52	3966.04	4150.60	4285.31	4329.68	4387.38	4446.56	4505.71	5004.70
Park Caretaker II - Irrigation	3875.24	3973.37	4167.08	4362.96	4505.71	4572.38	4634.82	4697.26	4758.20	5281.80
Park Caretaker II - Playground	3875.24	3973.37	4167.08	4362.96	4505.71	4572.38	4634.82	4697.26	4758.20	5281.80
Park Ranger	3837.15	3935.31	4125.69	4320.48	4417.15	4465.49	4525.54	4585.59	4645.63	4799.86
Parking Enforcer	3394.85	3478.31	3643.83	3812.28	3892.84	3941.15	3988.03	4039.30	4090.58	4232.25
Parks & Rec Technician	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
Parks Maintenance Mechanic	4217.88	4323.94	4539.05	4754.21	4910.37	4964.69	5029.58	5100.46	5166.89	5734.72
Parks Senior Mechanic/Welder	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	6223.67
Parts Clerk	3394.85	3478.31	3643.83	3812.28	3892.84	3941.15	3988.03	4047.80	4141.02	4269.86
Payroll Coordinator	4813.02	4937.38	5183.00	5431.77	5554.60	5617.58	5694.74	5771.87	5849.04	6294.45
PC Network Technician	4058.87	4185.86	4312.83	4439.82	4566.80	4693.79	4820.76	4947.77	5074.77	5237.33
PD Investigations Technician	3404.38	3474.60	3650.78	3860.09	3939.46	3989.96	4063.72	4133.21	4213.80	4357.18
PD Records Technician	3404.38	3474.60	3650.78	3860.09	3939.46	3989.96	4063.72	4133.21	4213.80	4357.18
Permit Compliance Specialist - SW	5558.12	5706.31	6000.45	6294.85	6440.11	6515.99	6606.83	6699.07	6789.87	7007.85
Permit Compliance Specialist - WW	5558.12	5706.31	6000.45	6294.85	6440.11	6515.99	6606.83	6699.07	6789.87	7007.85
Planner	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Plumber	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Police Payroll Technician	4153.22	4255.08	4463.83	4670.89	4776.04	4999.59	5066.16	5224.35	5293.78	5683.89
Police Services Technician	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
Pretreatment Compliance Technician	5003.02	5133.37	5392.63	5656.26	5786.60	5852.49	5931.62	6015.10	6097.13	6296.11
Probation Officer	5367.18	5506.59	5795.30	6062.71	6203.76	6271.04	6359.63	6446.51	6531.87	6748.77
Program Coordinator - Aquatics	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - El Centro Del Quinto Sol	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - Forestry	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - Horticulture	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - Housing	4229.68	4338.58	4553.40	4771.62	4878.71	4931.30	5001.54	5066.28	5136.30	5305.29
Program Coordinator - Ice Arena	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - Marketing	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - Park Ranger	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - Sports	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Property/Evidence Technician	3404.38	3474.60	3650.78	3860.09	3939.46	3989.96	4063.72	4133.21	4213.80	4357.18
Purchasing/Contract Coordinator	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Purchasing Specialist	3775.66	3868.26	4058.03	4246.27	4341.86	4463.92	4523.35	4582.76	4643.66	4985.87
Public Works Asset Coordinator	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Public Works Projects Coordinator	6042.39	6201.34	6521.00	6840.92	6998.79	7081.27	7179.98	7280.21	7378.90	7615.77
Radio Technician	3875.24	3973.37	4166.72	4362.96	4461.10	4527.10	4588.93	4650.77	4711.09	4868.01
Radio Technician II	4456.47	4633.81	4811.17	4988.51	5165.88	5343.18	5520.52	5697.91	5875.25	6088.17
Real Time Crime Center Technician	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06

Social Media Specialist	4875.75	5057.14	5238.49	5419.82	5601.18	5782.54	5963.91	6145.27	6326.62	6543.59
Solid Waste Coordinator	4607.58	4727.62	4966.39	5202.21	5322.32	5382.37	5457.06	5531.77	5605.01	5789.46
Sr. Airport Ops/Main. Specialist	4717.43	4844.36	4975.09	5109.75	5248.44	5391.30	5538.44	5690.00	5846.10	6042.49
Sr. Facilities Maintenance Technician	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Sr. Office Assistant	3900.17	3996.38	4187.12	4381.30	4474.15	4768.43	4878.88	5008.08	5137.25	5489.56
Sr. PC Network Technician	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Sr. Planner	5558.12	5706.32	6000.46	6294.85	6440.10	6515.99	6606.83	6699.07	6789.87	7007.84
Sr. Traffic Signal Technician	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Sr. WWTP Maintenance Mechanic	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Stormwater Crew Leader	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6348.14
Streets Maintenance Mechanic	4217.88	4323.94	4539.05	4754.21	4910.37	4964.69	5029.58	5100.46	5166.89	5734.72
Survey Party Chief	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Survey Party Chief LS	5145.10	5268.12	5520.05	5773.41	5897.94	5960.89	6041.42	6119.07	6201.13	6394.18
Surveyor	3908.94	4007.06	4203.32	4399.60	4497.71	4547.49	4607.58	4672.04	4732.08	4890.70
Sweeper Operator	4033.44	4135.96	4338.08	4543.11	4690.62	4742.40	4808.98	4871.11	4934.72	5480.28
Systems Administrator	4875.75	5057.14	5238.49	5419.82	5601.18	5782.54	5963.91	6145.27	6326.62	6543.59
Tax Auditor	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Tax Auditor II	6012.16	6160.11	6453.04	6748.88	6893.87	6970.06	7060.84	7153.11	7243.92	7468.48
Tax Compliance Technician	4058.87	4185.86	4312.83	4439.82	4566.80	4693.79	4820.76	4947.77	5074.77	5237.33
Traffic Control Utility Worker II	3690.71	3781.52	3966.04	4150.60	4242.88	4286.82	4343.95	4402.53	4461.10	4612.63
Traffic Control Utility Worker III	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Traffic Engineering Analyst	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
Traffic Signal Technician	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Traffic Signs/Mrkg. Specialist	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Transportation Planning Technician	3823.97	3920.64	4109.58	4304.39	4398.13	4446.47	4505.05	4566.56	4628.06	4899.87
Trash Removal Coordinator	4717.43	4838.98	5083.57	5329.63	5449.73	5511.27	5588.85	5663.59	5739.75	5929.10
Utility Locate Technician	3690.71	3781.52	3966.04	4150.60	4285.31	4329.68	4387.38	4446.56	4505.71	5004.70
Utility Worker	3388.99	3444.65	3501.77	3588.18	3762.50	3932.38	4018.79	4062.72	4115.48	4258.99
Water Reclamation Worker	3388.99	3444.65	3501.77	3588.18	3762.50	3932.38	4018.79	4062.72	4115.48	4258.99
Water Reclamation Worker I	3690.71	3781.52	3966.04	4150.60	4242.88	4286.82	4343.95	4402.53	4461.10	4612.63
Water Reclamation Worker II	3823.97	3920.64	4109.58	4304.39	4398.13	4446.47	4505.05	4566.56	4628.06	4782.04
WW Compliance Officer	3837.15	3935.31	4125.69	4320.48	4417.15	4465.49	4525.54	4585.59	4645.63	4799.86
WW Data Technician	4477.23	4592.91	4821.40	5052.81	5167.07	5225.66	5297.43	5369.18	5440.96	5620.04
WW Data Technician II	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6185.06
WW Instrument/Control Specialist	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
WW Inventory/Control Specialist	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
WW Maintenance Coordinator	4875.75	5057.14	5238.49	5360.49	5601.18	5782.54	5963.91	6145.27	6326.62	6543.59
WW Operator A	5455.19	5597.60	5668.80	5882.41	6024.82	6167.23	6309.64	6452.04	6594.45	6770.26
WW Operator B	4162.07	4270.72	4484.70	4699.93	4806.84	4860.99	4927.65	4995.80	5063.59	5233.58

WW SCADA Coordinator	5558.12	5706.32	6000.46	6294.85	6440.10	6515.99	6606.83	6699.07	6789.87	7007.84
WW Utility Worker	3388.99	3444.65	3501.77	3588.18	3762.50	3932.38	4018.79	4062.72	4115.48	4258.99
WW Utility Worker I	3676.86	3767.59	3950.62	4129.00	4219.74	4265.85	4321.25	4379.66	4435.02	4585.83
WW Utility Worker II	3912.16	4008.41	4204.01	4440.67	4497.45	4544.03	4604.58	4666.68	4728.76	5304.94
WW Utility Worker III	4436.45	4547.72	4773.38	4999.08	5111.87	5168.32	5235.74	5309.34	5378.32	5557.13
WW Utility Worker IV	4790.64	4914.42	5158.89	5406.51	5528.76	5591.46	5668.25	5745.02	5821.83	6013.45
WWTP Maintenance Mechanic	4146.21	4250.21	4461.10	4672.04	4777.46	4830.21	4893.21	4962.00	5026.47	5193.58

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – FIRE (NON-EXEMPT)
2024

CLASS TITLE						
(A) FIRE						
Assistant Fire Chief *	10856.60					
Emergency Medical Officer *	7961.51					
Fire Captain *[1]	9409.05					
Fire Lieutenant	8685.28					
Fire Engineer*[2]	7744.38					
Fire Inspector	8106.26					
CLASS TITLE	***Entrance***	***Step 2***	***Step 3***	***Step 4***	***Step 5***	***Step 6***
Firefighter *3	5341.50	5783.45	5839.44	6010.87	6126.27	7237.73

* Denotes a 56-Hour Work Week.

[1] Captain (Administration) shall constitute an assignment for Captain and shall have assigned duties primarily relating to administrative functions including training and EMS Coordination. Captain (Administration) shall be a Group A Firefighter. The monthly base pay of the Captain (Administration) shall be the monthly base pay of Captain in the same grade who is a Group B Firefighter plus an additional $550.

[2] Fire Engineers who possess and maintain an EMT-I certification or higher with the City shall be paid a monthly stipend of one percent (1%) of their monthly base pay in accordance with the City's usual and customary payroll practices. Fire Engineers hired on or after January 1, 2018, who are required as a condition of their employment as Fire Engineers with the City to possess and maintain an EMT-I Certification or higher pursuant to Section 49.2 of the collective bargaining agreement shall also be eligible for and paid said monthly stipend.

[3] Firefighters assigned to Focus Response Unit (FRU) shall be a Group B Firefighter. They shall be allowed to work OT within the FRU classification when approved by the Chief or his/her designee.

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – POLICE (NON-EXEMPT)
2024

CLASS TITLE	***Entrance***	***Step 2***	***Step 3***	***Step 4***	***Step 5***	***Step 6***	***Step 7***	***Step 8***
(A) POLICE								
Police Corporal	7372.98	7372.98	7372.98	7481.05	7481.05	7590.78		
Police Patrol Officer	5955.95	6463.36	6663.62	6767.11	6867.27	6970.81	7069.23	7265.48
Police Sergeant	8464.52	8547.44	8628.50	8713.10	8836.51			

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – CLASS B ADMIN (EXEMPT)
2024

CLASS TITLE	BASE SALARY	MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)					
(B) ADMINISTRATIVE							
Accountant II	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
Accounting Manager	8584.79	8842.30	9107.59	9380.74	9662.19	9952.00	10250.67
Administrative Assistant	5489.68	5676.29	5896.48	6098.16	6299.86	6508.31	6721.76
Airport Ops/Maintenance Supervisor	6221.12	6407.73	6599.98	6797.96	7001.91	7211.96	7428.32
Assistant Accounting Manager	7554.05	7809.51	8107.02	8382.71	8656.71	8939.06	9231.51
Assistant Director/Human Resources	8045.06	8317.13	8633.97	8927.58	9219.39	9520.09	9831.55
Assistant Director/Info Technology	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
Assistant Director/Parks & Recreation	9314.40	9545.10	9781.60	10098.42	10498.92	10915.46	11364.41
Assistant WWTP Superintendent	7554.05	7809.51	8107.02	8382.71	8656.70	8939.06	9231.51
Budget Analyst	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
CDBG/HOME & Housing Administrator	7554.05	7809.51	8107.02	8382.71	8656.70	8939.06	9231.51
Civil Engineer Drainage	7111.97	7330.29	7722.07	8113.85	8505.64	8897.42	9290.16
Civil Engineer Public Works	7111.97	7330.29	7722.07	8113.85	8505.64	8897.42	9290.16
Civil Engineer Transportation	7111.97	7330.29	7722.07	8113.85	8505.64	8897.42	9290.16
Civil Engineer Wastewater	7111.97	7330.29	7722.07	8113.85	8505.64	8897.42	9290.16
Civil Service Administrator	9142.22	9454.86	9821.26	10155.80	10490.23	10836.53	11194.52
Code Enforcement Manager	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
Communications Supervisor	5690.18	6063.74	6437.32	6810.88	7184.47	7558.05	7931.62
Construction Manager	5612.63	5802.61	6022.81	6226.18	6429.57	6637.96	6854.81
Court Administrator	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
Crime Analyst	5017.86	5215.54	5413.16	5610.84	5808.55	6006.21	6203.84
Deputy City Clerk	5575.66	5762.24	5982.46	6184.13	6385.84	6594.29	6807.74
Deputy Director Public Works	10050.89	10382.56	10735.57	11100.58	11478.00	11868.25	12316.59
Deputy Fire Chief	9755.38	10087.57	10480.02	10836.24	11194.26	11860.82	12185.28
Dispatch Manager	6349.62	6764.98	7180.36	7595.73	8011.08	8426.46	8841.78
Engineering Manager	9458.10	9967.30	10476.49	10985.69	11494.89	12004.09	12513.94
Facilities Maintenance Superintendent	7911.78	8180.79	8500.09	8789.23	9080.03	9379.21	9688.50
Fleet Superintendent	7911.78	8180.79	8500.09	8789.23	9080.03	9379.21	9688.50
Food Project Coordinator	5130.54	5304.94	5510.73	5699.22	5887.72	6082.54	6282.02
Grant & Resource Dev. Administrator	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
Grants Analyst	6780.56	6926.24	7002.78	7093.99	7186.69	7277.93	7503.55
Grant Coordinator/Financial Empowerment	4872.31	5037.93	5233.36	5412.36	5591.38	5776.39	5965.83

HR Analyst I	4865.25	5126.36	5415.27	5712.56	6026.87	6358.21	6707.87
HR Analyst II	5619.36	5920.95	6254.63	6598.01	6961.04	7343.73	7747.60
Ice Arena Manager	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
Internal Auditor	7289.77	7534.40	7822.12	8085.76	8349.35	8621.55	8904.13
Landscape Architect	6221.12	6431.23	6674.95	6901.86	7127.11	7357.37	7599.45
Legal Assistant	4835.66	4993.81	5152.31	5310.61	5484.57	5658.93	5833.11
MPO Manager	7554.05	7809.51	8107.02	8382.71	8656.70	8939.06	9231.51
MS4 Permit Coordinator	6221.12	6431.23	6674.95	6901.86	7127.11	7357.37	7599.45
Outdoor Recreation Administrator	5575.66	5762.24	5982.46	6184.13	6385.84	6594.29	6807.74
Parks Manager	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
Parks Supervisor	5575.66	5762.24	5982.46	6184.13	6385.84	6594.29	6807.74
Police Captain	8661.92	8959.04	9305.65	9624.00	9942.31	10267.74	10609.06
Police Deputy Chief	10065.46	10408.27	10813.16	11180.76	11550.11	11931.88	12326.14
Police Records Manager	5612.62	5802.61	6022.81	6226.18	6429.57	6637.96	6854.81
Pretreatment Manager	7554.05	7809.51	8107.02	8382.71	8656.70	8939.06	9231.51
Principal Planner	7554.05	7809.51	8107.02	8382.71	8656.70	8939.06	9231.51
Purchasing Contracts Administrator	5612.62	5802.61	6022.81	6226.73	6429.57	6637.96	6993.06
Recreation Supervisor	5575.66	5762.24	5982.46	6184.13	6385.84	6594.29	6807.74
Regulatory Compliance Specialist	7997.76	8266.75	8586.06	8875.20	9165.98	9465.17	9774.47
SCADA Administrator	7554.05	7809.51	8107.02	8382.71	8656.70	8939.06	9231.51
Shops Supervisor	6353.92	6567.37	6819.50	7048.11	7278.40	7515.38	7760.77
Sr. Business Systems Analyst	5690.18	6063.74	6437.32	6810.88	7184.47	7558.05	7931.62
Sr. GIS Administrator	5690.18	6063.74	6437.32	6810.88	7184.47	7558.05	7931.62
Sr. HR Analyst	6630.85	6986.72	7380.47	7785.65	8214.02	8665.61	9142.16
Sr. Integration Administrator	5690.18	6063.74	6437.32	6810.88	7184.47	7558.05	7931.62
Sr. Media Systems Administrator	5690.18	6063.74	6437.32	6810.88	7184.47	7558.05	7931.62
Sr. Network Administrator	5690.18	6063.74	6437.32	6810.88	7184.47	7558.05	7931.62
Sr. Security Administrator	5690.18	6063.74	6437.32	6810.88	7184.47	7558.05	7931.62
Sr. System Administrator	5690.18	6063.74	6437.32	6810.88	7184.47	7558.05	7931.62
Sr, Tax Auditor	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
Stormwater Coordinator	7997.76	8266.75	8586.06	8875.20	9165.98	9465.17	9774.47
Stormwater Engineering Manager	9458.10	9967.30	10476.49	10985.69	11494.89	12004.09	12513.94
Streets Maintenance Supervisor	6221.12	6431.23	6674.95	6901.86	7127.11	7357.37	7599.45
Tax Audit Manager	8584.79	8842.29	9107.59	9380.75	9662.20	9952.01	10250.67
Traffic Control Supervisor	6221.12	6431.23	6674.95	6901.86	7127.11	7357.37	7599.45
Traffic Engineer	8652.16	8948.10	9244.03	9539.97	9835.90	10131.83	10427.77
WW Collections Supervisor	6221.12	6431.23	6674.95	6901.86	7127.11	7357.37	7599.45
WW Engineering Manager	9458.10	9967.30	10476.49	10985.69	11494.89	12004.09	12513.94
WWTP Lab Supervisor	7554.05	7809.51	8107.02	8382.71	8656.70	8939.06	9231.51

WW Maintenance Supervisor	7554.05	7809.51	8107.02	8382.71	8656.70	8939.06	9231.51
WWTP Superintendent	8804.61	9102.08	9451.74	9771.10	10090.48	10419.94	10762.83

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE - APPOINTED
2024

CLASS TITLE	***MONTHLY BASE SALARY***	***MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)***
(C) APPOINTED		
Assistant City Attorney I	6232.73	7790.91
Assistant City Attorney II	7790.92	8742.62
Assistant City Attorney III	8742.71	10699.43
Assistant Mayor/Comm Investment	8387.52	10802.14
City Attorney	13720.28	16767.69
City Clerk	9162.23	11200.37
Chief of Staff	8182.95	11861.62
Deputy City Attorney	11770.37	13720.91
Deputy Mayor	No monthly salary is provided with respect to appointment to the position of Deputy Mayor. All compensation received by the Department Director appointed to this position shall be continued.	
Director/Aviation	9162.23	11200.37
Director/Finance	10728.59	13112.32
Director/Human Resources	10426.49	12744.65
Director/Information Technology	10426.49	12744.65
Director/Just Transitions Program	6769.65	8220.29
Director/Parks & Recreation	10684.47	13058.61
Director/Planning	10426.49	12744.65
Director/Public Affairs	6769.65	8220.29
Director/Public Works	12052.28	14730.16
Director/Purchasing	9162.23	11200.37
Director/Stormwater	9901.71	12103.18
Director/Wastewater	10789.22	13186.65
Fire Chief	11741.70	14350.02
Mayor	12500.00	12500.00
Municipal Court Judge	10118.29	13192.83
Police Chief	12052.28	14880.57
Secretary to the Mayor	4835.66	6401.80
Sr. Assistant City Attorney	10699.52	11770.27

SECTION 2.

Section 18 of Chapter 5 of Title VI of the Pueblo Municipal Code is hereby amended to read as follows:

6-5-18. Unclassified part-time employees.

(a) The pay range with respect to all unclassified part-time employees of the City shall be not less than [$13.65] $14.42 per hour and not greater than $40.00.

SECTION 3.

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

SECTION 4.

This Ordinance shall become effective January 1, 2024.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 27, 2023.

Final adoption of Ordinance by City Council on December 11, 2023.

_____
President of City Council

Action by the Mayor:

☒ Approved on December 18, 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

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 6-5-16 AND 6-5-18 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE CLASSIFICATION AND PAY PLAN FOR FISCAL YEAR 2024

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscore indicates matter being added)

SECTION 1.

Section 6-5-16 of Chapter 5, of Title VI, of the Pueblo Municipal Code is hereby repealed in its entirety and re-enacted as follows:

6-5-16. Schedule, classification, work week and monthly salary.

The following shall constitute:

A. The classification and pay range for all bargaining unit employees of the City effective January 1, 2024;

B. The classification and pay range for all non-bargaining unit employees of the City effective January 1, 2024;

C. The pay range for all unclassified employees of the City effective January 1, 2024.

[CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – GENERAL SERVICE (NON-EXEMPT)
2023

CLASS TITLE	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
(A) GENERAL SERVICE										
Accountant I	5709.55	5850.05	6128.24	6409.19	6546.89	6619.24	6705.45	6793.08	6879.32	7092.58
Accounting Technician II	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
Accounting Technician III	3277.76	3358.61	3518.91	3682.10	3760.14	3870.45	3960.10	4064.96	4169.81	4308.47
Accounting Technician IV	3631.50	3723.31	3902.73	4087.74	4176.76	4294.27	4350.98	4410.53	4470.07	4653.24
Administrative Technician	3944.18	4040.92	4239.16	4435.80	4535.65	4747.95	4811.16	4961.39	5027.33	5397.81
Airport Ops/Maintenance Specialist	3937.52	4041.78	4149.18	4259.79	4373.73	4491.07	4611.94	4736.44	4864.67	5030.56
Airport Ops/Maintenance Worker	3325.52	3411.42	3495.95	3666.45	3832.62	3917.15	3960.11	4011.73	4066.13	4151.52
Area Crew Leader	4607.95	4724.79	4964.04	5204.66	5322.89	5460.32	5538.06	5612.95	5692.12	5873.76
Associate Engineer I	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
Associate Engineer II	4751.20	4874.99	5121.21	5371.57	5495.35	5557.92	5633.06	5712.35	5790.25	5979.21
Associate Engineer II - SW	4751.20	4874.99	5121.21	5371.57	5495.35	5557.92	5633.06	5712.35	5790.25	5979.21
Associate Engineer II - WW	4751.20	4874.99	5121.21	5371.57	5495.35	5557.92	5633.06	5712.35	5790.25	5979.21
Associate Field Engineer	4607.95	4724.79	4964.04	5204.66	5322.89	5460.32	5538.06	5612.95	5692.12	5873.76
Auto Mechanic	4073.81	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Aviation Operations Technician	3525.81	3612.03	3788.69	3963.95	4052.97	4166.62	4221.94	4277.27	4333.96	4653.24
Aviation Security/Contracts Coordinator	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82

CLASS TITLE	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
(A) GENERAL SERVICE CONTINUED…										
Building Custodian	2574.25	2658.87	2743.52	2828.19	2912.84	2997.50	3082.15	3166.77	3251.42	3381.16
Business Systems Analyst	4630.34	4802.60	4974.82	5147.03	5319.26	5491.49	5663.73	5835.97	6008.18	6214.23
Carpenter	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Civil Service Analyst	4251.88	4361.74	4578.73	4798.49	4907.00	4962.64	5030.80	5098.94	5167.11	5337.17
Civil Service Technician	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
Code Enforcement Officer	3644.02	3737.23	3918.04	4103.02	4194.83	4240.73	4297.76	4354.78	4411.81	4558.27
Community Development Specialist	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Community Risk Reduction Coordinator	3771.63	3868.74	4060.30	4254.88	4350.38	4397.28	4459.91	4517.64	4580.07	4730.76
Community Service Coordinator	4607.95	4724.79	4964.04	5204.66	5322.89	5460.32	5538.06	5612.95	5692.12	5873.76
Community Service Officer	4016.79	4120.21	4324.22	4531.45	4633.15	4683.10	4749.80	4811.28	4877.78	5038.26
Community Service Specialist	3277.76	3358.61	3518.91	3682.10	3760.14	3870.45	3960.10	4064.96	4169.81	4308.47
Court Marshal	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5475.52
Court Technician	3233.03	3299.71	3467.03	3665.81	3741.18	3789.13	3859.19	3925.17	4001.71	4137.87
Court Technician II	3394.68	3464.70	3640.38	3849.10	3928.24	3978.59	4052.15	4121.43	4201.79	4344.76
Dispatch Training Coordinator	4243.18	4379.92	4516.66	4653.44	4790.21	5070.45	5211.21	5351.96	5492.69	5776.24
Electrician	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Emergency Services Dispatch Supervisor	5261.51	5427.98	5594.45	5760.90	5927.37	6260.03	6431.05	6602.03	6773.05	7074.94
Emergency Services Dispatcher	3894.94	4031.68	4168.42	4305.20	4441.97	4712.07	4852.83	4993.58	5134.30	5411.10
Equipment Operator I	3325.52	3407.58	3573.12	3734.45	3816.52	3858.23	3908.34	3961.16	4011.23	4147.63
Equipment Operator II	3504.95	3591.19	3766.42	3941.69	4069.62	4111.76	4166.56	4222.75	4278.93	4752.81
Equipment Operator IV	4005.58	4106.30	4310.59	4514.92	4686.30	4738.14	4800.07	4843.74	4906.83	5446.08
Fire Support Technician	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
Gardener	3680.19	3773.38	3957.00	4143.36	4236.56	4299.24	4357.96	4416.69	4473.97	4623.00
GIS Specialist I	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Housing/Comm. Dev. Coordinator II	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
HR Records Technician	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
HVAC Technician	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Inspector/Construction	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
Inspector/Stormwater	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
Inspector/Streets	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
Inspector /Wastewater	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
Lab Analyst	4479.99	4595.42	4827.70	5061.37	5175.44	5233.87	5307.55	5378.53	5450.85	5630.67
Lab Analyst II	4751.20	4874.99	5121.21	5371.57	5495.35	5557.92	5633.06	5712.35	5790.25	5979.21
Lab Analyst III	5278.36	5419.10	5698.44	5978.01	6115.96	6188.03	6274.29	6361.89	6448.12	6655.12
Lab Pretreatment Specialist	4479.99	4595.42	4827.70	5061.37	5175.44	5233.87	5307.55	5378.53	5450.85	5630.67
Land Use Technician	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.95	4883.34	4947.34	5112.82
Law Department Technician	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
Lead Code Enforcement Officer	4016.79	4120.21	4324.22	4531.45	4633.15	4683.44	4749.80	4811.28	4877.78	5038.26
Lead Court Technician	3944.18	4040.92	4239.16	4435.80	4535.65	4747.95	4811.16	4961.39	5027.33	5397.81
Legal Support Assistant	3944.18	4040.92	4239.16	4435.80	4535.65	4747.95	4811.16	4961.39	5027.33	5397.81
Licensing Coordinator	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.95	4961.39	5027.33	5397.81

CLASS TITLE	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
(A) GENERAL SERVICE CONTINUED…										
Marketing and Recruitment Specialist	4630.34	4802.60	4974.82	5147.03	5319.26	5491.49	5663.73	5835.97	6008.18	6214.23
Media Systems Administrator	4630.34	4802.60	4974.82	5147.03	5319.26	5491.49	5663.73	5835.97	6008.18	6214.23
Media Systems Specialist	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Municipal Records Tech/Coordinator	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Office Assistant	2962.82	3032.31	3175.50	3320.13	3389.60	3426.49	3471.86	3514.41	3559.77	3682.00
Painter	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Parks Area Crew Leader	4607.95	4724.79	4964.04	5204.66	5322.89	5460.32	5538.06	5612.95	5692.12	5873.76
Park Caretaker I	3325.52	3407.58	3573.12	3734.45	3816.52	3858.23	3908.34	3961.16	4011.23	4147.63
Park Caretaker II	3504.95	3591.19	3766.42	3941.69	4069.62	4111.76	4166.56	4222.75	4278.93	4752.81
Park Caretaker II - Irrigation	3680.19	3773.38	3957.34	4143.36	4278.93	4342.24	4401.54	4460.83	4518.71	5015.95
Park Caretaker II - Playground	3680.19	3773.38	3957.34	4143.36	4278.93	4342.24	4401.54	4460.83	4518.71	5015.95
Park Ranger	3644.02	3737.23	3918.04	4103.02	4194.83	4240.73	4297.76	4354.78	4411.81	4558.27
Parking Enforcer	3223.98	3303.24	3460.42	3620.40	3696.90	3742.78	3787.31	3835.99	3884.69	4019.23
Parks & Rec Technician	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
Parks Maintenance Mechanic	4005.58	4106.30	4310.59	4514.92	4663.22	4714.80	4776.43	4843.74	4906.83	5446.08
Parks Senior Mechanic/Welder	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5910.42
Parts Clerk	3223.98	3303.24	3460.42	3620.40	3696.90	3742.78	3787.31	3844.06	3932.59	4054.95
Pavement Management Technician	4479.99	4595.42	4827.70	5061.37	5175.44	5233.87	5307.55	5378.53	5450.85	5630.67
Payroll Coordinator	4570.77	4688.87	4922.13	5158.38	5275.02	5334.84	5408.11	5481.36	5554.64	5977.63
PC Network Technician	3854.58	3975.18	4095.75	4216.35	4336.94	4457.54	4578.12	4698.74	4819.34	4973.73
PD Investigations Technician	3233.03	3299.71	3467.03	3665.81	3741.18	3789.13	3859.19	3925.17	4001.71	4137.87
PD Records Technician	3233.03	3299.71	3467.03	3665.81	3741.18	3789.13	3859.19	3925.17	4001.71	4137.87
Permit Compliance Specialist - SW	5278.37	5419.10	5698.44	5978.01	6115.96	6188.03	6274.29	6361.89	6448.12	6655.12
Permit Compliance Specialist - WW	5278.37	5419.10	5698.44	5978.01	6115.96	6188.03	6274.29	6361.89	6448.12	6655.12
Planner	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Plumber	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Police Payroll Technician	3944.18	4040.92	4239.16	4435.80	4535.65	4747.95	4811.16	4961.39	5027.33	5397.81
Police Services Technician	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
Pretreatment Compliance Technician	4751.20	4874.99	5121.21	5371.57	5495.35	5557.92	5633.06	5712.35	5790.25	5979.21
Probation Case Manager	4550.92	4669.13	4913.94	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Program Coordinator - Aquatics	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Program Coordinator - Forestry	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Program Coordinator - Horticulture	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Program Coordinator - Housing	4016.79	4120.21	4324.22	4531.45	4633.15	4683.10	4749.80	4811.28	4877.78	5038.26
Program Coordinator - Ice Arena	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Program Coordinator - Marketing	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Program Coordinator - Park Ranger	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Program Coordinator - Sports	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Property/Evidence Technician	3233.03	3299.71	3467.03	3665.81	3741.18	3789.13	3859.19	3925.17	4001.71	4137.87
Purchasing/Contract Coordinator	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Purchasing Specialist	3585.62	3673.56	3853.78	4032.54	4123.32	4239.24	4295.68	4352.10	4409.94	4734.92
Public Works Asset Coordinator	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Public Works Projects Coordinator	5738.26	5589.21	6192.78	6496.60	6646.52	6724.85	6818.59	6913.78	7007.50	7232.45

CLASS TITLE	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
(A) GENERAL SERVICE CONTINUED…										
Radio Technician	3680.19	3773.38	3957.00	4143.36	4236.56	4299.24	4357.96	4416.69	4473.97	4623.00
Radio Technician II	4232.17	4400.58	4569.01	4737.43	4905.87	5074.24	5242.66	5411.12	5579.53	5781.74
Social Media Specialist	4630.34	4802.60	4974.82	5147.03	5319.26	5491.49	5663.73	5835.97	6008.18	6214.23
Solid Waste Coordinator	4375.67	4489.67	4716.42	4940.37	5054.44	5111.47	5182.39	5253.34	5322.90	5498.06
Sr. Airport Ops/Main. Specialist	4479.99	4600.53	4724.68	4852.56	4984.28	5119.94	5259.68	5403.61	5551.85	5738.36
Sr. Facilities Maintenance Technician	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Sr. Office Assistant	3703.87	3795.23	3976.37	4160.78	4248.95	4528.42	4633.31	4756.01	4878.68	5213.25
Sr. PC Network Technician	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Sr. Planner	5278.36	5419.10	5698.44	5978.01	6115.96	6188.03	6274.29	6361.89	6448.12	6655.12
Sr. Traffic Signal Technician	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Sr. WWTP Maintenance Mechanic	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Stormwater Crew Leader	4607.95	4724.79	4964.04	5204.66	5322.89	5460.32	5538.06	5612.95	5692.12	5873.76
Streets Maintenance Mechanic	4005.58	4106.30	4310.59	4514.92	4663.22	4714.80	4776.43	4843.74	4906.83	5446.08
Survey Party Chief	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Survey Party Chief LS	4886.14	5002.96	5242.21	5482.82	5601.08	5660.87	5737.34	5811.08	5889.02	6072.34
Surveyor	3712.19	3805.37	3991.76	4178.16	4271.33	4318.61	4375.67	4436.88	4493.90	4644.54
Sweeper Operator	3830.43	3927.79	4119.74	4314.45	4454.53	4503.70	4566.93	4625.94	4686.35	5204.44
Systems Administrator	4630.34	4802.60	4974.82	5147.03	5319.26	5491.49	5663.73	5835.97	6008.18	6214.23
Tax Auditor	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Tax Auditor II	5709.55	5850.05	6128.24	6409.19	6546.89	6619.24	6705.45	6793.08	6879.32	7092.58
Tax Compliance Technician	3854.58	3975.18	4095.75	4216.35	4336.94	4457.54	4578.12	4698.74	4819.34	4973.73
Traffic Control Utility Worker II	3504.95	3591.19	3766.42	3941.69	4029.33	4071.05	4125.30	4180.94	4236.56	4380.47
Traffic Control Utility Worker III	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Traffic Engineering Analyst	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
Traffic Signal Technician	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Traffic Signs/Mrkg. Specialist	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Transportation Planning Technician	3631.50	3723.31	3902.73	4087.74	4176.76	4222.66	4278.30	4336.72	4395.12	4653.24
Trash Removal Coordinator	4479.99	4595.42	4827.70	5061.37	5175.44	5233.87	5307.55	5378.53	5450.85	5630.67
Utility Worker	3218.41	3271.27	3325.52	3407.58	3573.12	3734.45	3816.52	3858.23	3908.34	4044.62
Utility Worker III	4251.88	4361.74	4578.73	4798.49	4907.00	4962.64	5030.80	5098.94	5167.11	5337.17
Water Reclamation Worker	3218.41	3271.27	3325.52	3407.58	3573.12	3734.45	3816.52	3858.23	3908.34	4044.62
Water Reclamation Worker I	3504.95	3591.19	3766.42	3941.69	4029.33	4071.05	4125.30	4180.94	4236.56	4380.47
Water Reclamation Worker II	3631.50	3723.31	3902.73	4087.74	4176.76	4222.66	4278.30	4336.72	4395.12	4541.34
WW Data Technician	4251.88	4361.74	4578.73	4798.49	4907.00	4962.64	5030.80	5098.94	5167.11	5337.17
WW Data Technician II	4607.95	4724.79	4964.04	5204.66	5322.89	5460.32	5538.06	5612.95	5692.12	5873.76
WW Instrument/Control Specialist	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
WW Inventory/Control Specialist	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
WW Maintenance Coordinator	4630.34	4802.60	4974.82	5090.68	5319.26	5491.49	5663.73	5835.97	6008.18	6214.23
WW Operator A	5180.62	5315.86	5383.48	5586.34	5721.58	5856.82	5992.06	6127.30	6262.53	6429.50
WW Operator B	3952.58	4055.77	4258.98	4463.37	4564.90	4616.32	4679.63	4744.35	4808.72	4970.17
WW SCADA Coordinator	5278.36	5419.10	5698.44	5978.01	6115.96	6188.03	6274.29	6361.89	6448.12	6655.12
WW Utility Worker	3218.41	3271.27	3325.52	3407.58	3573.12	3734.45	3816.52	3858.23	3908.34	4044.62
WW Utility Worker I	3491.79	3577.96	3751.77	3921.18	4007.35	4051.14	4103.75	4159.22	4211.80	4355.01
WW Utility Worker II	3715.25	3806.66	3992.41	4217.16	4271.09	4315.32	4372.82	4431.80	4490.75	5037.93
WW Utility Worker III	4213.15	4318.83	4533.12	4747.46	4854.58	4908.19	4972.21	5042.11	5107.61	5277.43
WW Utility Worker IV	4549.51	4667.06	4899.24	5134.38	5250.48	5310.02	5382.95	5455.86	5528.80	5710.78
WWTP Maintenance Mechanic	3937.52	4036.28	4236.56	4436.88	4536.99	4587.09	4646.92	4712.25	4773.47	4932.18

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – FIRE (NON-EXEMPT)
2023

CLASS TITLE						
(A) FIRE						
Assistant Fire Chief *	10117.99					
Emergency Medical Officer *	7419.86					
Fire Captain *[1]	8768.92					
Fire Engineer*[2]	7217.50					
Fire Inspector	7554.76					
CLASS TITLE	***Entrance***	***Step 2***	***Step 3***	***Step 4***	***Step 5***	***Step 6***
Firefighter *[3]	4978.10	5389.98	5442.16	5601.93	5709.48	6745.33

* Denotes a 56-Hour Work Week.

[1] Captain (Administration) shall constitute an assignment for Captain and shall have assigned duties primarily relating to administrative functions including training and EMS Coordination. Captain (Administration) shall be a Group A Firefighter. The monthly base pay of the Captain (Administration) shall be the monthly base pay of Captain in the same grade who is a Group B Firefighter plus an additional $550.

[2] Fire Engineers who possess and maintain an EMT-I certification or higher with the City shall be paid a monthly stipend of one percent (1%) of their monthly base pay in accordance with the City's usual and customary payroll practices. Fire Engineers hired on or after January 1, 2018 who are required as a condition of their employment as Fire Engineers with the City to possess and maintain an EMT-I Certification or higher pursuant to Section 49.2 of the collective bargaining agreement shall also be eligible for and paid said monthly stipend.

[3] Firefighters assigned to Focus Response Unit (FRU) shall be a Group B Firefighter. They shall be allowed to work OT within the FRU classification when approved by the Chief or his/her designee.

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – POLICE (NON-EXEMPT)
2023

CLASS TITLE	*Entrance*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*	*Step 7*	*Step 8*	*Step 9*	*Step 10*
(A) POLICE										
Police Corporal	7001.88	7001.88	7001.88	7104.51	7104.51	7208.72				
Police Patrol Officer	4844.82	5340.26	5656.18	6138.04	6328.22	6426.51	6521.62	6619.95	6713.42	6899.79
Police Sergeant	8038.48	8117.23	8194.21	8274.55	8391.75					

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – CLASS B
2023

CLASS TITLE	*BASE SALARY*	*MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)*					
(B) ADMINISTRATIVE							
Accountant II	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Accounting Manager	8152.69	8397.24	8649.18	8908.59	9175.87	9451.09	9734.73
Administrative Assistant	5213.37	5390.59	5599.69	5791.23	5982.77	6180.73	6383.44
Airport Ops/Maintenance Supervisor	5907.99	6085.22	6267.78	6455.81	6649.49	6848.96	7054.43
Assistant Accounting Manager	7173.83	7416.44	7698.97	7960.79	8220.99	8489.13	8766.86
Assistant Director/Human Resources	7640.13	7898.51	8199.40	8478.23	8755.36	9040.92	9336.70
Assistant Director/Info Technology	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Assistant Director/Parks & Recreation	8845.59	9064.67	9289.27	9590.15	9970.49	10366.06	10792.41
Assistant WWTP Superintendent	7173.83	7416.44	7698.97	7960.79	8220.99	8489.13	8766.87
Budget Analyst	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Civil Engineer Construction	7595.21	7850.67	8153.91	8428.49	8704.63	8988.77	9282.50
Civil Engineer Drainage	6754.01	6961.34	7333.40	7705.46	8077.53	8449.59	8822.56
Civil Engineer Public Works	6754.01	6961.34	7333.40	7705.46	8077.53	8449.59	8822.56
Civil Engineer Transportation	6754.01	6961.34	7333.40	7705.46	8077.53	8449.59	8822.56
Civil Service Administrator	8682.07	8978.97	9326.94	9644.63	9962.23	10291.10	10631.07
Code Enforcement Manager	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Communications Supervisor	5403.78	5758.54	6113.31	6468.08	6822.86	7177.64	7532.40
Court Administrator	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Crime Analyst	4765.30	4953.03	5140.70	5328.44	5516.19	5703.90	5891.58
Deputy City Clerk	5295.02	5472.21	5681.34	5872.87	6064.42	6262.38	6465.09
Deputy Director Public Works	9545.00	9859.99	10195.22	10541.86	10900.29	11270.90	11696.67
Deputy Fire Chief	9264.37	9579.84	9952.54	10290.83	10630.83	10982.24	11571.97
Dispatch Manager	6030.03	6424.48	6818.95	7213.42	7607.87	8002.34	8396.76
Engineering Manager	8982.05	9465.62	9949.19	10432.76	10916.32	11399.89	11884.09
Facilities Maintenance Superintendent	7513.56	7769.03	8072.26	8346.85	8623.01	8907.13	9200.85
Fleet Superintendent	7513.56	7769.03	8072.26	8346.85	8623.01	8907.13	9200.85
Food Project Coordinator	4872.31	5037.93	5233.36	5412.36	5591.38	5776.39	5965.83
Grant & Resource Dev. Administrator	6754.01	6980.66	7247.22	7491.50	7735.71	7987.91	8249.72
Grants Analyst	6439.28	6577.62	6650.32	6736.94	6824.97	6911.61	7125.88

CLASS TITLE	BASE SALARY	MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)					
(B) ADMINISTRATIVE CONTINUED…							
HR Analyst I	4620.37	4868.34	5142.71	5425.03	5723.52	6038.19	6370.25
HR Analyst II	5336.52	5622.94	5939.82	6265.91	6610.67	6974.10	7357.64
Ice Arena Manager	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Internal Auditor	6922.86	7155.18	7428.41	7678.78	7929.11	8187.61	8455.96
Landscape Architect	5907.99	6107.53	6338.98	6554.47	6768.39	6987.06	7216.95
Legal Assistant	4592.27	4742.46	4892.98	5043.31	5208.52	5374.11	5539.52
MPO Manager	7173.83	7416.44	7698.97	7960.79	8220.99	8489.13	8766.87
MS4 Permit Coordinator	5907.99	6107.53	6338.98	6554.47	6768.39	6987.06	7216.95
Parks Manager	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Parks Supervisor	5295.02	5472.21	5681.34	5872.87	6064.42	6262.38	6465.09
Police Captain	8225.95	8508.11	8837.27	9139.60	9441.89	9750.94	10075.08
Police Deputy Chief	9558.84	9884.40	10268.91	10618.00	10968.77	11331.32	11705.74
Police Records Manager	5330.13	5510.55	5719.67	5912.80	6105.95	6303.86	6509.79
Pretreatment Manager	7173.83	7416.44	7698.97	7960.79	8220.99	8489.13	8766.87
Principal Planner	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Purchasing Contracts Administrator	5330.13	5510.55	5719.67	5913.32	6105.95	6303.86	6641.08
Recreation Supervisor	5295.02	5472.21	5681.34	5872.87	6064.42	6262.38	6465.09
Regulatory Compliance Specialist	7595.21	7850.67	8153.91	8428.49	8704.63	8988.77	9282.50
Shops Supervisor	6034.11	6236.82	6476.26	6693.36	6912.06	7137.11	7370.15
Sr. Business Systems Analyst	5403.78	5758.54	6113.31	6468.08	6822.86	7177.64	7532.40
Sr. GIS Administrator	5403.78	5758.54	6113.31	6468.08	6822.86	7177.64	7532.40
Sr. HR Analyst	6297.10	6635.06	7008.99	7393.78	7800.59	8229.45	8682.01
Sr. Network Administrator	5403.78	5758.54	6113.31	6468.08	6822.86	7177.64	7532.40
Sr. Security Administrator	5403.78	5758.54	6113.31	6468.08	6822.86	7177.64	7532.40
Sr. System Administrator	5403.78	5758.54	6113.31	6468.08	6822.86	7177.64	7532.40
Sr, Tax Auditor	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Stormwater Coordinator	7595.21	7850.67	8153.91	8428.49	8704.63	8988.77	9282.50
Stormwater Engineering Manager	8982.05	9465.62	9949.19	10432.76	10916.32	11399.89	11884.09
Stormwater Utility Maint. Supervisor	5907.99	6107.53	6338.98	6554.47	6768.39	6987.06	7216.95
Streets Maintenance Supervisor	5907.99	6107.53	6338.98	6554.47	6768.39	6987.06	7216.95
Tax Audit Manager	8152.70	8397.24	8649.18	8908.59	9175.88	9451.10	9734.73
Traffic Control Supervisor	5907.99	6107.53	6338.98	6554.47	6768.39	6987.06	7216.95
Traffic Engineer	8216.68	8497.72	8778.76	9059.80	9340.84	9621.87	9902.91
WW Collections Supervisor	5907.99	6107.53	6338.98	6554.47	6768.39	6987.06	7216.95
WW Engineering Manager	8982.05	9465.62	9949.19	10432.76	10916.32	11399.89	11884.09
WWTP Lab Supervisor	7173.83	7416.44	7698.97	7960.79	8220.99	8489.13	8766.87
WW Maintenance Supervisor	7173.83	7416.44	7698.97	7960.79	8220.99	8489.13	8766.87
WWTP Superintendent	8361.45	8643.95	8976.01	9279.29	9582.60	9895.48	10221.11

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE - APPOINTED
2023

CLASS TITLE	*MONTHLY BASE SALARY*	*MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)*
(C) APPOINTED		
Assistant City Attorney I	5919.02	7398.78
Assistant City Attorney II	7398.78	8302.58
Assistant City Attorney III	8302.67	10160.90
Assistant Mayor/Comm Investment	7965.36	10258.45
Assistant Mayor/Development Services	7965.36	10258.45
City Attorney	12965.51	15923.73
City Clerk	8701.08	10636.63
Chief of Staff	7771.08	10982.96
Deputy City Attorney	11177.94	12515.44
Deputy Mayor	No monthly salary is provided with respect to appointment to the position of Deputy Mayor. All compensation received by the Department Director appointed to this position shall be continued.	
Director/Aviation	8701.08	10636.63
Director/Finance	9522.05	11637.70
Director/Housing and Citizen Services	9531.54	11650.72
Director/Human Resources	9901.70	12103.18
Director/Information Technology	9901.70	12103.18
Director/Just Transitions Program	6428.92	7806.54
Director/Parks & Recreation	10146.69	12401.34
Director/Planning	9901.70	12103.18
Director/Public Affairs	6428.92	7806.54
Director/Public Works	11445.66	13988.75
Director/Purchasing	8701.08	10636.63
Director/Stormwater	9901.71	12103.18
Director/Wastewater	10246.18	12522.94
Fire Chief	11150.71	13627.75
Mayor	12500.00	12500.00
Municipal Court Judge	9609.02	12390.61
Police Chief	11445.66	14131.60
Secretary to the Mayor	4592.27	5819.82
Sr. Assistant City Attorney	10160.99	11177.84

]

END 2023

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – GENERAL SERVICE (NON-EXEMPT)
2024

CLASS TITLE	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
(A) GENERAL SERVICE										
Abandoned Vehicle Coordinator	3971.53	4073.78	4275.49	4480.39	4580.95	4630.33	4696.29	4757.07	4822.81	4981.49
Abatement Worker	3388.99	3444.65	3501.77	3588.18	3762.50	3932.38	4018.79	4062.72	4115.48	4258.99
Accountant I	6012.16	6160.11	6453.04	6748.88	6893.87	6970.06	7060.84	7153.11	7243.92	7468.48
Accounting Technician II	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
Accounting Technician III	3900.17	3996.38	4187.12	4381.30	4474.15	4768.43	4878.88	5008.08	5137.25	5489.56
Accounting Technician IV	4153.22	4255.08	4463.83	4670.89	4776.04	4999.59	5066.16	5224.35	5293.78	5683.89
Administrative Technician	4153.22	4255.08	4463.83	4670.89	4776.04	4999.59	5066.16	5224.35	5293.78	5683.89
Airport Ops/Maintenance Specialist	4146.21	4256.00	4369.09	4485.56	4605.53	4729.10	4856.37	4987.47	5122.50	5297.18
Airport Ops/Maintenance Worker	3501.77	3592.23	3681.23	3860.77	4035.75	4124.76	4169.99	4224.35	4281.63	4371.55
Area Crew Leader	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6348.14
Associate Engineer I	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
Associate Engineer II	5003.02	5133.37	5392.63	5656.26	5786.60	5852.49	5931.62	6015.10	6097.13	6296.11
Associate Engineer II - SW	5003.02	5133.37	5392.63	5656.26	5786.60	5852.49	5931.62	6015.10	6097.13	6296.11
Associate Engineer II - WW	5003.02	5133.37	5392.63	5656.26	5786.60	5852.49	5931.62	6015.10	6097.13	6296.11
Associate Field Engineer	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6185.06
Auto Mechanic	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6348.14
Aviation Operations Technician	3712.68	3803.46	3989.49	4174.04	4267.78	4387.45	4445.71	4503.96	4563.66	4899.87
Aviation Security/Contracts Coordinator	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Building Custodian	2710.68	2799.79	2888.93	2978.08	3067.22	3156.37	3245.50	3334.61	3423.75	3560.36
Business Systems Analyst	4875.75	5057.14	5238.49	5419.82	5601.18	5782.54	5963.91	6145.27	6326.62	6543.59
Carpenter	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Civil Service Analyst	4477.23	4592.91	4821.40	5052.81	5167.07	5225.66	5297.43	5369.18	5440.96	5620.04
Civil Service Technician	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
Code Enforcement Officer	3837.15	3935.31	4125.69	4320.48	4417.15	4465.49	4525.54	4585.59	4645.63	4799.86
Community Development Specialist	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Community Risk Reduction Coordinator	3971.53	4073.78	4275.49	4480.39	4580.95	4630.33	4696.29	4757.07	4822.81	4981.49
Community Service Coordinator	4852.17	4975.20	5227.13	5480.51	5605.00	5749.72	5831.58	5910.44	5993.80	6185.07
Community Service Officer	4229.68	4338.58	4553.40	4771.62	4878.71	4931.30	5001.54	5066.28	5136.30	5305.29
Community Outreach Specialist	3837.15	3935.31	4125.69	4320.48	4417.15	4465.49	4525.54	4585.59	4645.63	4799.86
Community Service Specialist	3451.48	3536.62	3705.42	3877.25	3959.42	4075.58	4169.98	4280.41	4390.81	4536.82
Court Marshal	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5765.72
Court Technician	3404.38	3474.60	3650.78	3860.09	3939.46	3989.96	4063.72	4133.21	4213.80	4357.18
Court Technician II	3574.60	3648.33	3833.32	4053.10	4136.43	4189.45	4266.91	4339.87	4424.49	4575.04

Dispatch Training Coordinator	4468.07	4612.06	4756.05	4900.07	5044.09	5339.19	5487.41	5635.62	5783.80	6082.38
Electrician	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Emergency Services Dispatch Supervisor	5540.36	5715.67	5890.96	6066.23	6241.52	6591.81	6771.89	6951.94	7132.02	7449.92
Emergency Services Dispatcher	4101.37	4245.36	4389.35	4533.38	4677.39	4961.81	5110.03	5258.24	5406.42	5697.89
Equipment Operator I	3501.77	3588.18	3762.50	3932.38	4018.79	4062.72	4115.48	4171.10	4223.82	4367.45
Equipment Operator II	3690.71	3781.52	3966.04	4150.60	4285.31	4329.68	4387.38	4446.56	4505.71	5004.70
Equipment Operator IV	4217.88	4323.94	4539.05	4754.21	4934.67	4989.26	5054.48	5100.46	5166.89	5734.72
Fire Support Technician	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
Fleet Service Writer	3394.85	3478.31	3643.83	3812.28	3892.84	3941.15	3988.03	4047.80	4141.02	4269.86
Gardener	3875.24	3973.37	4167.08	4362.96	4505.71	4572.38	4634.82	4697.26	4758.20	5281.80
GIS Specialist I	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
GPS Technician	3908.94	4007.06	4203.32	4399.60	4497.71	4547.49	4607.58	4672.04	4732.08	4890.70
Horticultural Specialist	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6348.14
Housing/Comm. Dev. Coordinator II	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
HR Records Technician	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
HVAC Technician	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Inspector/Construction	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
Inspector/Stormwater	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
Inspector/Streets	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
Inspector /Wastewater	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
Lab Analyst	4717.43	4838.98	5083.57	5329.63	5449.73	5511.27	5588.85	5663.59	5739.75	5929.10
Lab Analyst II	5003.02	5133.37	5392.63	5656.26	5786.60	5852.49	5931.62	6015.10	6097.13	6296.11
Lab Analyst III	5558.12	5706.32	6000.46	6294.85	6440.10	6515.99	6606.83	6699.07	6789.87	7007.84
Lab Pretreatment Specialist	4717.43	4838.98	5083.57	5329.63	5449.73	5511.27	5588.85	5663.59	5739.75	5929.10
Land Use Technician	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.31	5224.35	5293.78	5683.89
Law Department Technician	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
Lead Code Enforcement Officer	4229.68	4338.58	4553.40	4771.62	4878.71	4931.66	5001.54	5066.28	5136.30	5305.29
Lead Court Technician	4153.22	4255.08	4463.83	4670.89	4776.04	4999.59	5066.16	5224.35	5293.78	5683.89
Legal Support Assistant	4153.22	4255.08	4463.83	4670.89	4776.04	4999.59	5066.16	5224.35	5293.78	5683.89
Licensing Coordinator	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.31	5224.35	5293.78	5683.89
Marketing and Recruitment Specialist	4875.75	5057.14	5238.49	5419.82	5601.18	5782.54	5963.91	6145.27	6326.62	6543.59
Mason	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Media Systems Administrator	4875.75	5057.14	5238.49	5419.82	5601.18	5782.54	5963.91	6145.27	6326.62	6543.59
Media Systems Specialist	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Municipal Records Tech/Coordinator	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Office Assistant	3119.85	3193.02	3343.80	3496.10	3569.25	3608.09	3655.87	3700.67	3748.43	3877.15

Painter	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Parks Area Crew Leader	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6348.14
Park Caretaker I	3501.77	3588.18	3762.50	3932.38	4018.79	4062.72	4115.48	4171.10	4223.82	4367.45
Park Caretaker II	3690.71	3781.52	3966.04	4150.60	4285.31	4329.68	4387.38	4446.56	4505.71	5004.70
Park Caretaker II - Irrigation	3875.24	3973.37	4167.08	4362.96	4505.71	4572.38	4634.82	4697.26	4758.20	5281.80
Park Caretaker II - Playground	3875.24	3973.37	4167.08	4362.96	4505.71	4572.38	4634.82	4697.26	4758.20	5281.80
Park Ranger	3837.15	3935.31	4125.69	4320.48	4417.15	4465.49	4525.54	4585.59	4645.63	4799.86
Parking Enforcer	3394.85	3478.31	3643.83	3812.28	3892.84	3941.15	3988.03	4039.30	4090.58	4232.25
Parks & Rec Technician	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
Parks Maintenance Mechanic	4217.88	4323.94	4539.05	4754.21	4910.37	4964.69	5029.58	5100.46	5166.89	5734.72
Parks Senior Mechanic/Welder	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	6223.67
Parts Clerk	3394.85	3478.31	3643.83	3812.28	3892.84	3941.15	3988.03	4047.80	4141.02	4269.86
Payroll Coordinator	4813.02	4937.38	5183.00	5431.77	5554.60	5617.58	5694.74	5771.87	5849.04	6294.45
PC Network Technician	4058.87	4185.86	4312.83	4439.82	4566.80	4693.79	4820.76	4947.77	5074.77	5237.33
PD Investigations Technician	3404.38	3474.60	3650.78	3860.09	3939.46	3989.96	4063.72	4133.21	4213.80	4357.18
PD Records Technician	3404.38	3474.60	3650.78	3860.09	3939.46	3989.96	4063.72	4133.21	4213.80	4357.18
Permit Compliance Specialist - SW	5558.12	5706.31	6000.45	6294.85	6440.11	6515.99	6606.83	6699.07	6789.87	7007.85
Permit Compliance Specialist - WW	5558.12	5706.31	6000.45	6294.85	6440.11	6515.99	6606.83	6699.07	6789.87	7007.85
Planner	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Plumber	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Police Payroll Technician	4153.22	4255.08	4463.83	4670.89	4776.04	4999.59	5066.16	5224.35	5293.78	5683.89
Police Services Technician	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
Pretreatment Compliance Technician	5003.02	5133.37	5392.63	5656.26	5786.60	5852.49	5931.62	6015.10	6097.13	6296.11
Probation Officer	5367.18	5506.59	5795.30	6062.71	6203.76	6271.04	6359.63	6446.51	6531.87	6748.77
Program Coordinator - Aquatics	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - El Centro Del Quinto Sol	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - Forestry	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - Horticulture	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - Housing	4229.68	4338.58	4553.40	4771.62	4878.71	4931.30	5001.54	5066.28	5136.30	5305.29
Program Coordinator - Ice Arena	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - Marketing	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - Park Ranger	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - Sports	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Property/Evidence Technician	3404.38	3474.60	3650.78	3860.09	3939.46	3989.96	4063.72	4133.21	4213.80	4357.18
Purchasing/Contract Coordinator	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Purchasing Specialist	3775.66	3868.26	4058.03	4246.27	4341.86	4463.92	4523.35	4582.76	4643.66	4985.87
Public Works Asset Coordinator	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Public Works Projects Coordinator	6042.39	6201.34	6521.00	6840.92	6998.79	7081.27	7179.98	7280.21	7378.90	7615.77
Radio Technician	3875.24	3973.37	4166.72	4362.96	4461.10	4527.10	4588.93	4650.77	4711.09	4868.01
Radio Technician II	4456.47	4633.81	4811.17	4988.51	5165.88	5343.18	5520.52	5697.91	5875.25	6088.17
Real Time Crime Center Technician	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06

Social Media Specialist	4875.75	5057.14	5238.49	5419.82	5601.18	5782.54	5963.91	6145.27	6326.62	6543.59
Solid Waste Coordinator	4607.58	4727.62	4966.39	5202.21	5322.32	5382.37	5457.06	5531.77	5605.01	5789.46
Sr. Airport Ops/Main. Specialist	4717.43	4844.36	4975.09	5109.75	5248.44	5391.30	5538.44	5690.00	5846.10	6042.49
Sr. Facilities Maintenance Technician	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Sr. Office Assistant	3900.17	3996.38	4187.12	4381.30	4474.15	4768.43	4878.88	5008.08	5137.25	5489.56
Sr. PC Network Technician	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Sr. Planner	5558.12	5706.32	6000.46	6294.85	6440.10	6515.99	6606.83	6699.07	6789.87	7007.84
Sr. Traffic Signal Technician	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Sr. WWTP Maintenance Mechanic	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Stormwater Crew Leader	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6348.14
Streets Maintenance Mechanic	4217.88	4323.94	4539.05	4754.21	4910.37	4964.69	5029.58	5100.46	5166.89	5734.72
Survey Party Chief	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Survey Party Chief LS	5145.10	5268.12	5520.05	5773.41	5897.94	5960.89	6041.42	6119.07	6201.13	6394.18
Surveyor	3908.94	4007.06	4203.32	4399.60	4497.71	4547.49	4607.58	4672.04	4732.08	4890.70
Sweeper Operator	4033.44	4135.96	4338.08	4543.11	4690.62	4742.40	4808.98	4871.11	4934.72	5480.28
Systems Administrator	4875.75	5057.14	5238.49	5419.82	5601.18	5782.54	5963.91	6145.27	6326.62	6543.59
Tax Auditor	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Tax Auditor II	6012.16	6160.11	6453.04	6748.88	6893.87	6970.06	7060.84	7153.11	7243.92	7468.48
Tax Compliance Technician	4058.87	4185.86	4312.83	4439.82	4566.80	4693.79	4820.76	4947.77	5074.77	5237.33
Traffic Control Utility Worker II	3690.71	3781.52	3966.04	4150.60	4242.88	4286.82	4343.95	4402.53	4461.10	4612.63
Traffic Control Utility Worker III	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Traffic Engineering Analyst	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
Traffic Signal Technician	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Traffic Signs/Mrkg. Specialist	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Transportation Planning Technician	3823.97	3920.64	4109.58	4304.39	4398.13	4446.47	4505.05	4566.56	4628.06	4899.87
Trash Removal Coordinator	4717.43	4838.98	5083.57	5329.63	5449.73	5511.27	5588.85	5663.59	5739.75	5929.10
Utility Locate Technician	3690.71	3781.52	3966.04	4150.60	4285.31	4329.68	4387.38	4446.56	4505.71	5004.70
Utility Worker	3388.99	3444.65	3501.77	3588.18	3762.50	3932.38	4018.79	4062.72	4115.48	4258.99
Water Reclamation Worker	3388.99	3444.65	3501.77	3588.18	3762.50	3932.38	4018.79	4062.72	4115.48	4258.99
Water Reclamation Worker I	3690.71	3781.52	3966.04	4150.60	4242.88	4286.82	4343.95	4402.53	4461.10	4612.63
Water Reclamation Worker II	3823.97	3920.64	4109.58	4304.39	4398.13	4446.47	4505.05	4566.56	4628.06	4782.04
WW Compliance Officer	3837.15	3935.31	4125.69	4320.48	4417.15	4465.49	4525.54	4585.59	4645.63	4799.86
WW Data Technician	4477.23	4592.91	4821.40	5052.81	5167.07	5225.66	5297.43	5369.18	5440.96	5620.04
WW Data Technician II	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6185.06
WW Instrument/Control Specialist	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
WW Inventory/Control Specialist	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
WW Maintenance Coordinator	4875.75	5057.14	5238.49	5360.49	5601.18	5782.54	5963.91	6145.27	6326.62	6543.59
WW Operator A	5455.19	5597.60	5668.80	5882.41	6024.82	6167.23	6309.64	6452.04	6594.45	6770.26
WW Operator B	4162.07	4270.72	4484.70	4699.93	4806.84	4860.99	4927.65	4995.80	5063.59	5233.58

WW SCADA Coordinator	5558.12	5706.32	6000.46	6294.85	6440.10	6515.99	6606.83	6699.07	6789.87	7007.84
WW Utility Worker	3388.99	3444.65	3501.77	3588.18	3762.50	3932.38	4018.79	4062.72	4115.48	4258.99
WW Utility Worker I	3676.86	3767.59	3950.62	4129.00	4219.74	4265.85	4321.25	4379.66	4435.02	4585.83
WW Utility Worker II	3912.16	4008.41	4204.01	4440.67	4497.45	4544.03	4604.58	4666.68	4728.76	5304.94
WW Utility Worker III	4436.45	4547.72	4773.38	4999.08	5111.87	5168.32	5235.74	5309.34	5378.32	5557.13
WW Utility Worker IV	4790.64	4914.42	5158.89	5406.51	5528.76	5591.46	5668.25	5745.02	5821.83	6013.45
WWTP Maintenance Mechanic	4146.21	4250.21	4461.10	4672.04	4777.46	4830.21	4893.21	4962.00	5026.47	5193.58

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – FIRE (NON-EXEMPT)
2024

CLASS TITLE						
(A) FIRE						
Assistant Fire Chief *	10856.60					
Emergency Medical Officer *	7961.51					
Fire Captain *[1]	9409.05					
Fire Lieutenant	8685.28					
Fire Engineer*[2]	7744.38					
Fire Inspector	8106.26					
CLASS TITLE	***Entrance***	***Step 2***	***Step 3***	***Step 4***	***Step 5***	***Step 6***
Firefighter *3	5341.50	5783.45	5839.44	6010.87	6126.27	7237.73

* Denotes a 56-Hour Work Week.

[1] Captain (Administration) shall constitute an assignment for Captain and shall have assigned duties primarily relating to administrative functions including training and EMS Coordination. Captain (Administration) shall be a Group A Firefighter. The monthly base pay of the Captain (Administration) shall be the monthly base pay of Captain in the same grade who is a Group B Firefighter plus an additional $550.

[2] Fire Engineers who possess and maintain an EMT-I certification or higher with the City shall be paid a monthly stipend of one percent (1%) of their monthly base pay in accordance with the City's usual and customary payroll practices. Fire Engineers hired on or after January 1, 2018, who are required as a condition of their employment as Fire Engineers with the City to possess and maintain an EMT-I Certification or higher pursuant to Section 49.2 of the collective bargaining agreement shall also be eligible for and paid said monthly stipend.

[3] Firefighters assigned to Focus Response Unit (FRU) shall be a Group B Firefighter. They shall be allowed to work OT within the FRU classification when approved by the Chief or his/her designee.

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – POLICE (NON-EXEMPT)
2024

CLASS TITLE	***Entrance***	***Step 2***	***Step 3***	***Step 4***	***Step 5***	***Step 6***	***Step 7***	***Step 8***
(A) POLICE								
Police Corporal	7372.98	7372.98	7372.98	7481.05	7481.05	7590.78		
Police Patrol Officer	5955.95	6463.36	6663.62	6767.11	6867.27	6970.81	7069.23	7265.48
Police Sergeant	8464.52	8547.44	8628.50	8713.10	8836.51			

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – CLASS B ADMIN (EXEMPT)
2024

CLASS TITLE	BASE SALARY	MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)					
(B) ADMINISTRATIVE							
Accountant II	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
Accounting Manager	8584.79	8842.30	9107.59	9380.74	9662.19	9952.00	10250.67
Administrative Assistant	5489.68	5676.29	5896.48	6098.16	6299.86	6508.31	6721.76
Airport Ops/Maintenance Supervisor	6221.12	6407.73	6599.98	6797.96	7001.91	7211.96	7428.32
Assistant Accounting Manager	7554.05	7809.51	8107.02	8382.71	8656.71	8939.06	9231.51
Assistant Director/Human Resources	8045.06	8317.13	8633.97	8927.58	9219.39	9520.09	9831.55
Assistant Director/Info Technology	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
Assistant Director/Parks & Recreation	9314.40	9545.10	9781.60	10098.42	10498.92	10915.46	11364.41
Assistant WWTP Superintendent	7554.05	7809.51	8107.02	8382.71	8656.70	8939.06	9231.51
Budget Analyst	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
CDBG/HOME & Housing Administrator	7554.05	7809.51	8107.02	8382.71	8656.70	8939.06	9231.51
Civil Engineer Drainage	7111.97	7330.29	7722.07	8113.85	8505.64	8897.42	9290.16
Civil Engineer Public Works	7111.97	7330.29	7722.07	8113.85	8505.64	8897.42	9290.16
Civil Engineer Transportation	7111.97	7330.29	7722.07	8113.85	8505.64	8897.42	9290.16
Civil Engineer Wastewater	7111.97	7330.29	7722.07	8113.85	8505.64	8897.42	9290.16
Civil Service Administrator	9142.22	9454.86	9821.26	10155.80	10490.23	10836.53	11194.52
Code Enforcement Manager	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
Communications Supervisor	5690.18	6063.74	6437.32	6810.88	7184.47	7558.05	7931.62
Construction Manager	5612.63	5802.61	6022.81	6226.18	6429.57	6637.96	6854.81
Court Administrator	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
Crime Analyst	5017.86	5215.54	5413.16	5610.84	5808.55	6006.21	6203.84
Deputy City Clerk	5575.66	5762.24	5982.46	6184.13	6385.84	6594.29	6807.74
Deputy Director Public Works	10050.89	10382.56	10735.57	11100.58	11478.00	11868.25	12316.59
Deputy Fire Chief	9755.38	10087.57	10480.02	10836.24	11194.26	11860.82	12185.28
Dispatch Manager	6349.62	6764.98	7180.36	7595.73	8011.08	8426.46	8841.78
Engineering Manager	9458.10	9967.30	10476.49	10985.69	11494.89	12004.09	12513.94
Facilities Maintenance Superintendent	7911.78	8180.79	8500.09	8789.23	9080.03	9379.21	9688.50
Fleet Superintendent	7911.78	8180.79	8500.09	8789.23	9080.03	9379.21	9688.50
Food Project Coordinator	5130.54	5304.94	5510.73	5699.22	5887.72	6082.54	6282.02
Grant & Resource Dev. Administrator	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
Grants Analyst	6780.56	6926.24	7002.78	7093.99	7186.69	7277.93	7503.55
Grant Coordinator/Financial Empowerment	4872.31	5037.93	5233.36	5412.36	5591.38	5776.39	5965.83

HR Analyst I	4865.25	5126.36	5415.27	5712.56	6026.87	6358.21	6707.87
HR Analyst II	5619.36	5920.95	6254.63	6598.01	6961.04	7343.73	7747.60
Ice Arena Manager	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
Internal Auditor	7289.77	7534.40	7822.12	8085.76	8349.35	8621.55	8904.13
Landscape Architect	6221.12	6431.23	6674.95	6901.86	7127.11	7357.37	7599.45
Legal Assistant	4835.66	4993.81	5152.31	5310.61	5484.57	5658.93	5833.11
MPO Manager	7554.05	7809.51	8107.02	8382.71	8656.70	8939.06	9231.51
MS4 Permit Coordinator	6221.12	6431.23	6674.95	6901.86	7127.11	7357.37	7599.45
Outdoor Recreation Administrator	5575.66	5762.24	5982.46	6184.13	6385.84	6594.29	6807.74
Parks Manager	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
Parks Supervisor	5575.66	5762.24	5982.46	6184.13	6385.84	6594.29	6807.74
Police Captain	8661.92	8959.04	9305.65	9624.00	9942.31	10267.74	10609.06
Police Deputy Chief	10065.46	10408.27	10813.16	11180.76	11550.11	11931.88	12326.14
Police Records Manager	5612.62	5802.61	6022.81	6226.18	6429.57	6637.96	6854.81
Pretreatment Manager	7554.05	7809.51	8107.02	8382.71	8656.70	8939.06	9231.51
Principal Planner	7554.05	7809.51	8107.02	8382.71	8656.70	8939.06	9231.51
Purchasing Contracts Administrator	5612.62	5802.61	6022.81	6226.73	6429.57	6637.96	6993.06
Recreation Supervisor	5575.66	5762.24	5982.46	6184.13	6385.84	6594.29	6807.74
Regulatory Compliance Specialist	7997.76	8266.75	8586.06	8875.20	9165.98	9465.17	9774.47
SCADA Administrator	7554.05	7809.51	8107.02	8382.71	8656.70	8939.06	9231.51
Shops Supervisor	6353.92	6567.37	6819.50	7048.11	7278.40	7515.38	7760.77
Sr. Business Systems Analyst	5690.18	6063.74	6437.32	6810.88	7184.47	7558.05	7931.62
Sr. GIS Administrator	5690.18	6063.74	6437.32	6810.88	7184.47	7558.05	7931.62
Sr. HR Analyst	6630.85	6986.72	7380.47	7785.65	8214.02	8665.61	9142.16
Sr. Integration Administrator	5690.18	6063.74	6437.32	6810.88	7184.47	7558.05	7931.62
Sr. Media Systems Administrator	5690.18	6063.74	6437.32	6810.88	7184.47	7558.05	7931.62
Sr. Network Administrator	5690.18	6063.74	6437.32	6810.88	7184.47	7558.05	7931.62
Sr. Security Administrator	5690.18	6063.74	6437.32	6810.88	7184.47	7558.05	7931.62
Sr. System Administrator	5690.18	6063.74	6437.32	6810.88	7184.47	7558.05	7931.62
Sr, Tax Auditor	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
Stormwater Coordinator	7997.76	8266.75	8586.06	8875.20	9165.98	9465.17	9774.47
Stormwater Engineering Manager	9458.10	9967.30	10476.49	10985.69	11494.89	12004.09	12513.94
Streets Maintenance Supervisor	6221.12	6431.23	6674.95	6901.86	7127.11	7357.37	7599.45
Tax Audit Manager	8584.79	8842.29	9107.59	9380.75	9662.20	9952.01	10250.67
Traffic Control Supervisor	6221.12	6431.23	6674.95	6901.86	7127.11	7357.37	7599.45
Traffic Engineer	8652.16	8948.10	9244.03	9539.97	9835.90	10131.83	10427.77
WW Collections Supervisor	6221.12	6431.23	6674.95	6901.86	7127.11	7357.37	7599.45
WW Engineering Manager	9458.10	9967.30	10476.49	10985.69	11494.89	12004.09	12513.94
WWTP Lab Supervisor	7554.05	7809.51	8107.02	8382.71	8656.70	8939.06	9231.51

WW Maintenance Supervisor	7554.05	7809.51	8107.02	8382.71	8656.70	8939.06	9231.51
WWTP Superintendent	8804.61	9102.08	9451.74	9771.10	10090.48	10419.94	10762.83

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE - APPOINTED
2024

CLASS TITLE	***MONTHLY BASE SALARY***	***MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)***
(C) APPOINTED		
Assistant City Attorney I	6232.73	7790.91
Assistant City Attorney II	7790.92	8742.62
Assistant City Attorney III	8742.71	10699.43
Assistant Mayor/Comm Investment	8387.52	10802.14
City Attorney	13720.28	16767.69
City Clerk	9162.23	11200.37
Chief of Staff	8182.95	11861.62
Deputy City Attorney	11770.37	13720.91
Deputy Mayor	No monthly salary is provided with respect to appointment to the position of Deputy Mayor. All compensation received by the Department Director appointed to this position shall be continued.	
Director/Aviation	9162.23	11200.37
Director/Finance	10728.59	13112.32
Director/Human Resources	10426.49	12744.65
Director/Information Technology	10426.49	12744.65
Director/Just Transitions Program	6769.65	8220.29
Director/Parks & Recreation	10684.47	13058.61
Director/Planning	10426.49	12744.65
Director/Public Affairs	6769.65	8220.29
Director/Public Works	12052.28	14730.16
Director/Purchasing	9162.23	11200.37
Director/Stormwater	9901.71	12103.18
Director/Wastewater	10789.22	13186.65
Fire Chief	11741.70	14350.02
Mayor	12500.00	12500.00
Municipal Court Judge	10118.29	13192.83
Police Chief	12052.28	14880.57
Secretary to the Mayor	4835.66	6401.80
Sr. Assistant City Attorney	10699.52	11770.27

SECTION 2.

Section 18 of Chapter 5 of Title VI of the Pueblo Municipal Code is hereby amended to read as follows:

6-5-18. Unclassified part-time employees.

(a) The pay range with respect to all unclassified part-time employees of the City shall be not less than [$13.65] $14.42 per hour and not greater than $40.00.

SECTION 3.

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

SECTION 4.

This Ordinance shall become effective January 1, 2024.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 27, 2023

Final adoption of Ordinance by City Council on December 11, 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: December 11, 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 THE 2ND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT MTF M086-088 (24024)/TAP M086-091 (24079) FOR PRAIRIE AVENUE TO MINNEQUA LAKE TRAIL PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a 2nd Amendment of an Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation ("City") and the State of Colorado, Colorado Department of Transportation ("CDOT") relating to the Prairie Avenue to Minnequa Lake Trail.

PREVIOUS COUNCIL ACTION:

Ordinance 9969, final adoption by City Council on July 26, 2021, established project CI2115, approved the Intergovernmental Agreement (IGA) between the City of Pueblo and the Colorado Department of Transportation (CDOT), budgeted and appropriated funds totaling $388,000 for the Prairie Avenue to Minnequa Lake Trail Project.

Resolution 14816, final approval by City Council on February 28, 2022, awarded an Agreement for Professional Design Services to Dibble & Associates Consulting Engineers, Inc., for engineering design services for Prairie Avenue to Minnequa Lake Trail Project.

Ordinance 10307, final approved by City Council on October 24, 2022, approved the 1st amendment to the Intergovernmental Agreement (IGA) between the City of Pueblo and the Colorado Department of Transportation (CDOT), budgeted and appropriated funds totaling $1,022,542.00 for the Prairie Avenue to Minnequa Lake Trail Project.

BACKGROUND:

This Ordinance approves the 2nd Amendment to the Intergovernmental Agreement, originally effective on May 10, 2021, between the City and CDOT. This amendment is due to the removal of Professional Liability and Protected Information insurance requirements.

The project includes the design and construction of an on-street and off-street trail connection from Prairie Avenue and SH45, Pueblo Boulevard, to Lake Minnequa in the City, Project M086-088 (24024) and M086-091 (24079). The project will include the design of the entire project and will include construction of a ten-foot-wide concrete multi-use trail, trailhead improvements and trail grade improvements. The project will also include lighting, crosswalk improvements, on-street bike lanes, bollards and some grading.

FINANCIAL IMPLICATIONS:

No financial implications.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Ordinance would put the stated insurance back into the project.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Complete Draft AM2 Pueblo (24024 24079) 331002373 Oct 27 2023 draft

ORDINANCE NO. 10615

AN ORDINANCE APPROVING THE 2ND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT MTF M086-088 (24024)/TAP M086-091 (24079) FOR PRAIRIE AVENUE TO MINNEQUA LAKE TRAIL PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The 2nd Amendment to the Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation, and State of Colorado, acting by and through the Colorado Department of Transportation (CDOT), Project: MTF M086-088 (24024)/TAP M086-091 (24079), Prairie Avenue to Minnequa Lake Trail, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the IGA 2nd Amendment in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

The officers of the City are authorized to perform any and all acts consistent with 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 November 27, 2023.

Final adoption of Ordinance by City Council on December 11, 2023.

President of City Council

Action by the Mayor:

☒ Approved on December 18, 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 AMENDMENT

Amendment #: 2 **Project #: MTF M086-088 (24024) / TAP M086-091 (24079)**

SIGNATURE AND COVER PAGE

State Agency Department of Transportation		**Amendment Routing Number** 21-HA2-XC-00024-M0004
Local Agency CITY OF PUEBLO		**Original Agreement Routing Number** 21-HA2-XC-00024
Agreement Maximum Amount	$1,410,542.00	**Agreement Performance Beginning Date** May 10, 2021
		Agreement Expiration Date February 24, 2031

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

_____
Keith Stefanik, P.E., Chief Engineer

Date: _____

LOCAL AGENCY CITY OF PUEBLO	**LOCAL AGENCY** **(2nd Signature if Necessary)**
_____ Signature	_____ ATTESTED BY
_____ By: (Nick Gradisar, Mayor)	_____ By: (Maria Stoller, City Clerk)
Date: _____	Date: _____

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Department of Transportation

Effective Date:_____

1) PARTIES

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Local Agency and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4) PURPOSE

The Parties entered into the Agreement for design and construction of an on-street and off-street trail connection from Prairie Avenue and SH45, Pueblo Blvd, to Lake Minnequa in the City of Pueblo, CO on May 10, 2021. Now the Parties desire to make modifications to insurance requirements by removing Protected Information and Professional Liability Insurance as they do not apply to the Projects.

5) MODIFICATIONS

Both Parties wish to modify the Agreement as certain insurance provisions do not apply with the projects listed in this Agreement. The modifications are as follows:

1) Remove **Section 12. (B). (iv)**.: All references to this section are removed from the Agreement in its entirety and;
2) Remove **Section 12. (B). (v)**.: All references to this section are removed from the Agreement in its entirety and;
3) Replace **Exhibit D**, with **Exhibit D-1**, which is attached hereto.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions. Nothing in this Amendment shall be construed or applied as a compromise or release in any manner with respect to Local Agency's claim that the insurance requirements in Section 12.B.vi (Crime Insurance) were waived by State.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT D-2:
Local Agency Resolution

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 11, 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 THE 1ST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT TAP M086-072 (20192) / MTF 086-089 (24054) FOR THE ARKANSAS RIVER TRAIL PHASE 4 PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a 1st Amendment of an Intergovernmental Agreement (“IGA”) between the City of Pueblo, a Colorado Municipal Corporation (“City”) and the State of Colorado, Colorado Department of Transportation (“CDOT”) relating to the Arkansas River Trail Phase 4 Project.

PREVIOUS COUNCIL ACTION:

Ordinance 9010 established the Arkansas River Trail Upgrade and Safety Improvements Phase 4 Project, budgeted and appropriated funds in the amount of $770,618, transferred funds in the amount of $65,887 from the Conservation Trust Fund, Authorized funds in the amount of $88,237 from the Black Hills Underground Utility Fund to be expended and approved an IGA between the City and CDOT to receive grant funds in the amount of $616,494 for the Project.

Ordinance 9480 authorized funds in the amount of $88,2372 from the Black Hills Energy Underground Utility Fund.

Ordinance 9487 authorized an additional $69,292 from the Black Hills Energy Underground Utility Fund.

Ordinance 9751 authorized an additional $28,187.20 from the Black Hills Energy Underground Utility Fund, approved an Intergovernmental Agreement, TAP M086-072 (20192)/MTF 086-089 (24054), and budgeted and appropriated funds in the amount of $200,000.

BACKGROUND:

This Ordinance approves the 1st Amendment to the Intergovernmental Agreement relating to the Arkansas River Trail Phase 4 Project, originally effective on July 30, 2020, between the City and CDOT. This amendment is due to the removal of Professional Liability and Protected Information insurance requirements.

The City of Pueblo is completing Phase 4 of the Arkansas River Trail Upgrade and Safety Improvement Project which includes the construction of a trailhead parking area along the West side of the 4th Street Bridge, a vehicle access road to the river and handicap parking and drop off to the White Water Park.

FINANCIAL IMPLICATIONS:

No financial implications.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Ordinance would put the stated insurance back into the project.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Compete Draft AM1 Pueblo (20192 24054) 331002184 Oct 27 2023 draft

ORDINANCE NO. 10616

AN ORDINANCE APPROVING THE 1ST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT TAP M086-072 (20192) / MTF 086-089 (24054) FOR THE ARKANSAS RIVER TRAIL PHASE 4 PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The 1st Amendment to the Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation, and State of Colorado, acting by and through the Colorado Department of Transportation (CDOT), Project: TAP M086-072 (20192)/MTF 086-089 (24054), Arkansas River Trail Upgrade - Phase 4, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the IGA 1st Amendment in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

The officers of the City are authorized to perform any and all acts consistent with 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 November 27, 2023.

Final adoption of Ordinance by City Council on December 11, 2023.

President of City Council

Action by the Mayor:

☒ Approved on December 18, 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 AMENDMENT

Amendment #: 1 **Project #: TAP M086-072 (20192) / MTF 086-089 (24054)**

SIGNATURE AND COVER PAGE

State Agency Department of Transportation		**Amendment Routing Number** 20-HA2-XC-03005-M0002
Local Agency CITY OF PUEBLO		**Original Agreement Routing Number** 20-HA2-XC-03005
Agreement Maximum Amount	$970,618.00	**Agreement Performance Beginning Date** July 30, 2020
		Agreement Expiration Date June 27, 2030

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

_____
Keith Stefanik, P.E., Chief Engineer

Date: _____

LOCAL AGENCY CITY OF PUEBLO	**LOCAL AGENCY** **(2nd Signature if Necessary)**
_____ Signature	_____ ATTESTED BY
_____ By: (Nick Gradisar, Mayor)	_____ By: (Maria Stoller, City Clerk)
Date: _____	Date: _____

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Department of Transportation

Effective Date:_____

1) PARTIES

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Local Agency and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4) PURPOSE

The Parties originally entered into this Agreement for the Arkansas River Trail Upgrade-Phase 4, on July 30, 2020. Now the Parties desire to make modifications to insurance requirements by removing Protected Information and Professional Liability Insurance as they do not apply to the Projects.

5) MODIFICATIONS

Both Parties wish to modify the Agreement as certain insurance provisions do not apply with the projects listed in this Agreement. The modifications are as follows:

1) Remove **Section 12. (B). (iv)**.: All references to this section are removed from the Agreement in its entirety and;

2) Remove **Section 12. (B). (v)**.: All references to this section are removed from the Agreement in its entirety and;

3) Replace **Exhibit D**, with **Exhibit D-1**, which is attached hereto.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions. Nothing in this Amendment shall be construed or applied as a compromise or release in any manner with respect to Local Agency's claim that the insurance requirements in Section 12.B.vi (Crime Insurance) and/or Section 12.B.vii(Cyber/Network Security and Privacy Liability) were waived by State.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT D-1:
Local Agency Resolution

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 11, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT BETWEEN THE UNITED WAY OF PUEBLO COUNTY, COLORADO, INC., ESTABLISHING PROJECT NO PS2308 FOR THE DOT'S PROGRAM, AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF $14,017 FOR THE PURPOSES AUTHORIZED BY THE SERVICE AGREEMENT

SUMMARY:

Attached is a copy of the Community Investment Award Letter and Service Agreement between the City of Pueblo ("City") and Unted Way of Pueblo County, Colorado, Inc. ("United Way") concerning the distribution of an award by United Way in the amount of $14,017.00 to the Pueblo Fire Department for its DOTS Program.

PREVIOUS COUNCIL ACTION:

Approval of a similar award in 2021 and 2022.

BACKGROUND:

The purpose of the United Way grant is to provide funding, in the amount of $14,017, directly to the City of Pueblo Fire Department these funds will be used to reduce the overuse and misuse of the 911 system by working directly with the community and interagency partners to identify emergency system super-users or misusers and subsequently direct them to the correct resources.

FINANCIAL IMPLICATIONS:

Costs associated with this grant include the Finance Department staff time to review expenditures and to prepare and submit grant-required financial reporting.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Service Agreement - United Way - Pueblo - UWPC Edits
2. award letter

ORDINANCE NO. 10617

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT BETWEEN THE UNITED WAY OF PUEBLO COUNTY, COLORADO, INC., ESTABLISHING PROJECT NO PS2308 FOR THE DOT'S PROGRAM, AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF $14,017 FOR THE PURPOSES AUTHORIZED BY THE SERVICE AGREEMENT

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo including its Fire Department, to accept grants from the United Way of Pueblo County for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the United Way of Pueblo County, Colorado, Inc. has awarded the Pueblo Fire Department $14,017.00 with conditions provided in the Service Agreement; 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 Community Investment Award Letter from United Way of Pueblo County, Colorado, Inc. to the Pueblo Fire Department in the amount of $14,017., a true copy of which is attached hereto, ("Award") is hereby accepted in accordance with its terms and conditions and is approved. The Mayor is authorized to execute the Award acceptance in the name of and on behalf of the City.

SECTION 2.

Project No. PS2308 DOTS Community Outreach is hereby established. The total project amount of $14,017 is hereby budgeted and appropriated to Project No. PS2308 for expenditure for the purposes authorized by the Service Agreement.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 27, 2023.

Final adoption of Ordinance by City Council on December 11, 2023.

_____
President of City Council

Action by the Mayor:

☒ Approved on December 18, 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

SERVICE AGREEMENT

This Service Agreement ("Agreement") dated this ____ day of _____, 2023 between the **UNITED WAY OF PUEBLO COUNTY, COLORADO, INC.**, a Colorado Nonprofit Corporation ("United Way") and the **City of Pueblo**, a Colorado municipal corporation ("City") for the disbursement of award funds to the City for the Directing Others to Services (DOTS) Program.

The UNITED WAY through its Community Investment Committee is providing the City with an award of Fourteen Thousand Seventeen dollars ($14,017.00). The award is to be used by the Pueblo Fire Department for its DOTS Program. Specifically, these funds will be used to reduce the overuse and misuse of the 911 system by working directly with the community and interagency partners to identify emergency system super-users or misusers and subsequently direct them to the correct resources.

Funds disbursement and expense reports will be on the following schedule:

1. January 31, 2024, first disbursement of Fourteen Thousand Seventeen dollars ($14,017.00).
2. April 30, 2024, first expense report due.
3. July 31, 2024, second expense report due.

Executed the day and year stated above.

UNITED WAY OF PUEBLO COUNTY, COLORADO, INC.,
A Colorado nonprofit corporation

_____
, President/CEO

City of Pueblo, a Colorado
municipal corporation

_____
Nicholas A. Gradisar, Mayor
On behalf of the City of Pueblo

ATTEST: _____
City Clerk

UWPC Online Grant Portal Home LM

Back to application

Community Investments Award Letter

Form for "Community Investments Award Letter"

Dear Chief Barb Huber ,

On behalf of the United Way of Pueblo County Board of Trustees, I wish to thank you for your commitment to Pueblo County and its citizens by providing programs that enrich and change lives. We are proud to be your partner in helping to make Pueblo a better place to live, work, and play.

The Community Investments Committee is pleased to provide Pueblo Fire Department with an award of 14017 as a result of United Way of Pueblo County fundraising efforts and the generosity of numerous donors and volunteers. Grant cycle will run July 1, 2023 – June 30, 2024 and payments will be made in installments.

Funded focus area and program(s):
Crisis Intervention

- PROGRAM DOTS Program

Member Agency:
Report deadlines (last day of month following end of quarter):

- 1st Quarter (July – September) October 31, 2023
- 2nd Quarter (October – December) January 31, 2024
- 3rd Quarter (January – March) April 30, 2024
- 4th Quarter (April – June) & Final Report July 31, 2024

Community Impact:
Report deadlines (mid-year and final reports):

MARK AS COMPLETE

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 11, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING THE TRANSFER OF FUNDS IN THE AMOUNT OF $64,000.00 FROM THE PUEBLO TRIPLE AIM CORPORATION TO PROJECT NO. PS2214 FOR USE IN THE DOTS PROGRAM.

SUMMARY:

Funds in the amount of $64,000.00 shall be accepted from Pueblo Triple Aim and budgeted and appropriated into Project No. PS2214 for use in the DOTS Program (Directing Others To Services).

PREVIOUS COUNCIL ACTION:

On December 28, 2021, Ordinance No. 10085 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2022.

On March 16, 2022, Ordinance No. 10130 was approved by City Council approving the cooperation agreement with Pueblo Triple Aim Corporation and Health Colorado Inc. accepting, budgeting and appropriating funds to establish a full-time position and continue a part-time telehealth position connected with the DOTS program.

On November 28, 2022, Ordinance No.10336 Was approved by City Council approving the Fall 2022 Community Reinvestment Grant Agreement and accepting, budgeting and appropriating funds in the amount of $71,184.48. for Project No. PS2214 and staffing positions.

BACKGROUND:

The Pueblo Fire Department works closely in partnership with other agencies in the community to help citizens navigate healthcare resources. The Directing Others to Services (DOTS) program consists of a trained outreach team that visits individuals who overutilize 911/Emergency Rooms and educates and connects them to resources. This has routinely decreased their “usage” of unnecessary emergency medical services by 50%. The purpose of the new funding is to continue the decrease in usage of unnecessary emergency medical services.

FINANCIAL IMPLICATIONS:

Project No. PS2214 has been established, with the passage of a previous ordinance accepting Funds in the amount of $71,184.48 for the purposes of funding the salary and benefits of the full-time coordinator position and part time telehealth position in 2023. The funding was provided to the Pueblo Triple Aim Corporation through September of 2023 with the remaining three months of the position covered by the General Fund at a cost of $17,796.21. The approval of the $64,000 funds will continue the financial support of the DOTS program into 2024.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no action alternative would be to retain current staffing levels and not provide the necessary full-time staff support for the DOTS Program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10618

AN ORDINANCE APPROVING THE TRANSFER OF FUNDS IN THE AMOUNT OF $64,000.00 FROM THE PUEBLO TRIPLE AIM CORPORATION TO PROJECT NO. PS2214 FOR USE IN THE DOTS PROGRAM.

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

SECTION 1.

The addition of $64,000 to Project PS2214 for use in the DOTS Program, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 27, 2023.

Final adoption of Ordinance by City Council on December 11, 2023.

President of City Council

Action by the Mayor:

☒ Approved on December 18, 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: December 11, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, TATIANA BAILY, PH.D., DBA PEAK ANALYTICS CONSULTING, AND CENTER FOR TECHNOLOGY, RESEARCH AND COMMERCIALIZATION DBA DATA-DRIVEN ECONOMIC STRATEGIES, A COLORADO NON-PROFIT CORPORATION RELATING TO THE PUEBLO MONTHLY ECONOMIC DASHBOARD REPORTS

SUMMARY:

Attached is a proposed Ordinance that approves and authorizes the Mayor to sign a Second Amendment to a professional services agreement with Dr. Tatiana Bailey, Ph.D., dba Peak Analytics Consulting, and the Center for Technology, Research and Commercialization, dba Data-Driven Economic Strategies, a Colorado Non-profit Corporation relating to the Pueblo Monthly Economic Dashboard reports.

PREVIOUS COUNCIL ACTION:

On June 13, 2022, by Ordinance No. 10194, City Council approved a Consulting Agreement for Dr. Bailey to develop a Pueblo monthly economic dashboard and to provide monthly dashboard reports through March 31, 2023. On February 27, 2023, by Ordinance No. 10398, City Council approved an amendment to the Consulting Agreement for Dr. Baily extending the term of the contract to December 31, 2023, and assigning the contract to Data-Driven Economic Strategies.

BACKGROUND:

The attached Second Amendment makes one (1) change to the current Consulting Agreement – the term of the contract will be extended to April 1, 2024, from December 31, 2023.

FINANCIAL IMPLICATIONS:

This Second Amendment will add $17,500 to the maximum contract value of the professional services agreement.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If City Council does not approve this ordinance, the Agreement will terminate on December 31, 2023.

RECOMMENDATION:

This Ordinance is recommended by Councilor Dennis Flores.

ATTACHMENTS:

1. 11-27-23 Economic Dashboard Ordinance 2nd Amendment

ORDINANCE NO. 10619

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, TATIANA BAILY, PH.D., DBA PEAK ANALYTICS CONSULTING, AND CENTER FOR TECHNOLOGY, RESEARCH AND COMMERCIALIZATION DBA DATA-DRIVEN ECONOMIC STRATEGIES, A COLORADO NON-PROFIT CORPORATION RELATING TO THE PUEBLO MONTHLY ECONOMIC DASHBOARD REPORTS

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

SECTION 1.

The Second Amendment to the Agreement for Professional Services ("2nd Amendment") between the City of Pueblo, a Colorado Municipal Corporation, Tatiana Bailey, Ph.D., dba Peak Analytics Consulting, and the Center for Technology, Research and Commercialization dba Data-Driven Economic Strategies, a Colorado Non-profit Corporation, June 13, 2022, nunc pro tunc April 1, 2022, a copy of which is attached hereto, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the 2nd Amendment in the name of the City, and the Clerk is authorized to affix the seal of the City thereto and attest the same after approval as to form by the City Attorney.

SECTION 3.

The officers and staff of the City are authorized and directed to take all actions necessary, appropriate or required to implement the provisions of this Ordinance.

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 November 27, 2023.

Final adoption of Ordinance by City Council on December 11, 2023.

President of City Council

Action by the Mayor:

☒ Approved on December 18, 2023 .

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment to Agreement for Professional Services ("2nd Amendment") is entered into as of the latest date stated on the signature page ("Effective Date") by and between the City of Pueblo, Colorado, a municipal corporation organized under the laws of the State of Colorado ("City"), Tatiana Bailey, Ph.D., and individual, dba Peak Analytics Consulting ("Consultant"), and the Center for Technology, Research, and Commercialization dba, Data-Driven Strategies, a Colorado non-profit corporation ("DDES") (individually "Party" and collectively "Parties").

WITNESSETH

WHEREAS, The Parties entered into a Professional Services Agreement ("Agreement") dated June 13, 2022, nunc pro tunc to April 1, 2022, as first amended on February 27, 2023 ("First Amendment"); and

WHEREAS, The Parties seek to further amend the Agreement to change the term of the Agreement to coincide with the original understanding of the project.

NOW THEREFORE, in consideration of the foregoing and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term. Section 4 of the Agreement (Term) as amended by the First Amendment is hereby deleted and replaced as follows:

   (4) Term. The terms of this Amendment begins on October 1, 2022, and ends on April 1, 2024.

2. Contract Value. The maximum amount payable by the City under the Agreement shall be amended to include an additional $17,500.

3. Ratification of Prior Agreement. The Agreement, including the First Amendment, is hereby ratified, republished, and incorporated herein by reference and shall remain in full force and effect, except as amended by the 2nd Amendment.

4. Authority of Mayor. The Mayor executes this Amendment pursuant to the authority granted under the Pueblo Municipal Code Section 1-5-2 (2) (f).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS, WHEREOF, the Parties have executed this Agreement as of the latest date written below and under the laws of the state of Colorado.

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

TATIANA BAILEY PhD., an individual dba PEAK ANALYTICS CONSULTING:

By:_____ Date:_____
Tatiana Bailey, Ph.D.

CENTER FOR TECHNOLOGY, RESEARCH AND COMMERCIALIZATION dba DATA-DRIVEN ECONOMIC STRATEGIES, a Colorado nonprofit corporation

By:_____ Date:_____
Executive Director, DDES

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 11, 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 BETWEEN PUEBLO SCHOOL DISTRICT 60, DBA PUEBLO CITY SCHOOLS, AND THE CITY OF PUEBLO FOR THE SCHOOL RESOURCE OFFICER PROGRAM DURING THE PERIOD OF JANUARY 1 THROUGH DECEMBER 31, 2024, AND AUTHORIZING MAYOR GRADISAR TO EXECUTE SAME

SUMMARY:

The attached Agreement details the obligations and responsibilities of each entity (City of Pueblo and Pueblo City Schools) in regard to the School Resource Officer (SRO) Program for January 1, 2024 through December 31, 2024. It includes a compensation schedule, by Pueblo City Schools (PCS), to the City of Pueblo, that represents a 7.13% increase in revenue over the 2023 schedule. The increase is the result of a 5.3% pay raise that all officers will receive in 2024 and the corresponding benefit cost increases. Moreover, some SRO officers also received a salary step increase.

PREVIOUS COUNCIL ACTION:

On November 28, 2022, City Council approved Ordinance Number 10347 that provided for a similar agreement for the calendar year of 2023.

BACKGROUND:

This Ordinance approves an agreement between Pueblo School District 60, dba Pueblo City Schools, and the City of Pueblo regarding the School Resource Officer Program. This agreement is an extension of services that have been provided since 1999. In order to provide law enforcement assistance and safety enhancing services for Pueblo School District 60, dba Pueblo City Schools, and its students, the City shall designate 10 Police Officers to serve as School Resource Officers in the four District 60 high schools, five middle schools, and Paragon Learning Center. With the closure of Heroes Academy in 2020, the School Resource Officer assigned to Heroes Academy was transferred to Paragon Learning Center.

FINANCIAL IMPLICATIONS:

The City will see a 7.13% increase in total payments received from PCS in 2023 (increase of $53,516.29 over the course of the agreement). The increase is primarily the result of all officers receiving a 5.3% salary increase for 2024 and the resulting impact on benefit costs. The City will receive $66,878.96 per month for the months of January through December of 2024. This compares to $62,419.27 per month received in 2023. Total receipts in 2024 will be $802,547.51 compared to $749,031.24 received in 2023.

BOARD/COMMISSION RECOMMENDATION:

This Agreement has been approved by the Pueblo City Schools Board of Education. The Agreement was approved when it went before that Board at their meeting on October 24, 2023.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

This agreement is an extension of services that have been provided since 1999. Without this Agreement, there will be no School Resource Officers in the ten identified schools, or any of the Pueblo City Schools. The City of Pueblo would also be giving up $802,547.51 in revenue absent this Agreement.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2024 SRO Agreement Attachment No. 1
2. 2024 SRO Agreement

ORDINANCE NO. 10620

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN PUEBLO SCHOOL DISTRICT 60, DBA PUEBLO CITY SCHOOLS, AND THE CITY OF PUEBLO FOR THE SCHOOL RESOURCE OFFICER PROGRAM DURING THE PERIOD OF JANUARY 1 THROUGH DECEMBER 31, 2024, AND AUTHORIZING MAYOR GRADISAR TO EXECUTE SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to approve and enter into Agreements; and

WHEREAS, approval of the Agreement for the purposes for which it has been made is in the best interest of the City; NOW, THEREFORE,

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

SECTION 1.

The Agreement dated January 1, 2024, between Pueblo School District 60 and the City of Pueblo pertaining to the School Resource Officer Program during the period of January 1 through December 31, 2024, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor of the City is authorized to execute the Agreement in the name of the City, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Agreement to effectuate 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 November 27, 2023.

Final adoption of Ordinance by City Council on December 11, 2023.

_____
President of City Council

Action by the Mayor:

☒ Approved on December 18, 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

Attachment No. 1

2024 School Resource Officer Program After-School Activities

Each school, normally covered by a Police Officer of the Pueblo Police Department (PPD), participates in annually recurring events that generally occur outside the normal school hours (after school activities). The following activities are authorized for Police Officer participation, and services will be provided by PPD Police Officers, as directed below, by school.

The four (4) high schools generally require the following, however high school principals have the flexibility of scheduling up to a maximum of any five (5) after school activities. Those five (5) scheduled activities must be scheduled with the School Resource Officer Program Sergeant **no later than 30 days prior to the event in which a Police Officer is requested.** Under no circumstances will the PPD provide Police Officer services for more than the five (5) after school activities that are detailed. If the District desires more PPD Police Officer services than those detailed in this attachment, they may obtain those services by paying the extra duty rate for Police Officers, which is currently $102.48 per hour, per officer.

Centennial High School

1. Bell Bash – event held night before bell game where community, parents, students attend
    a. 1 officer
    b. 5 hours maximum
2. Bell Game
    a. 3 officers
    b. 5 hours maximum
3. Prom and after Prom
    a. 1 officer
    b. 8 hours maximum
4. Homecoming Dance
    a. 1 officer
    b. 8 hours maximum
5. Graduation
    a. 1 officer
    b. 5 hours maximum

Central High School

1. Bell Bash – event held night before bell game where community, parents, students attend
    a. 1 officer
    b. 5 hours maximum
2. Bell Game
    a. 3 officers
    a. 5 hours maximum
3. Prom and after Prom
    a. 1 officer

   b. 8 hours maximum
4. Homecoming Dance
   a. 1 officer
   b. 8 hours maximum
5. Graduation
   a. 1 officer
   b. 5 hours maximum

South High School

1. Cannon Bash – event held night before bell game where community, parents, students attend
   a. 1 officer
   b. 5 hours maximum
2. Cannon Game
   a. 3 officers
   b. 5 hours maximum
3. Prom and after Prom
   a. 1 officer
   b. 8 hours maximum
4. Homecoming Dance
   a. 1 officer
   b. 8 hours maximum
5. Graduation
   a. 1 officer
   b. 5 hours maximum

East High School

1. Cannon Bash – event held night before bell game where community, parents, students attend
   a. 1 officer
   b. 5 hours maximum
2. Cannon Game
   a. 3 officers
   b. 5 hours maximum
3. Prom and after Prom
   a. 1 officer
   b. 8 hours maximum
4. Homecoming Dance
   a. 1 officer
   b. 8 hours maximum
5. Graduation
   a. 1 officer
   b. 5 hours maximum

The five (5) middle schools generally require the following, however middle school principals have the flexibility of scheduling up to a maximum of any five (5) after school activities. Those five (5) scheduled activities **must be scheduled with the School Resource Officer Program Sergeant no later than 30 days prior to the event in which a Police Officer is requested.** Under no circumstances will the PPD provide Police Officer services for more than the five (5) after school activities that are detailed. If the District desires more PPD Police Officer services, than those detailed in this attachment, they may obtain those services by paying the extra duty rate for Police Officers, which is currently $102.48 per hour, per officer.

Corwin Middle School

1. Open house for new students, parents, community
    a. 1 officer
    b. 2 hours
2. 8th Grade Graduation/Continuum
    a. 1 officer
    b. 2 hours
3. Carnival, Sporting Event or other similar after school activity
    a. 1 officer
    b. 2 hours
4. Carnival, Sporting Event or other similar after school activity
    a. 1 officer
    b. 2 hours
5. Carnival, Sporting Event or other similar after school activity
    a. 1 officer
    b. 2 hours

Paragon Learning Center

1. Open house for new students, parents, community
    a. 1 officer
    b. 2 hours
2. 8th Grade Graduation/Continuum
    a. 1 officer
    b. 2 hours
3. Carnival, Sporting Event or other similar after school activity
    a. 1 officer
    b. 2 hours
4. Carnival, Sporting Event or other similar after school activity
    a. 1 officer
    b. 2 hours
5. Carnival, Sporting Event or other similar after school activity
    a. 1 officer
    b. 2 hours

Heaton Middle School

1. Open house for new students, parents, community
    a. 1 officer
    b. 2 hours
2. 8th Grade Graduation/Continuum
    a. 1 officer
    b. 2 hours
3. Carnival, Sporting Event or other similar after school activity
    a. 1 officer
    b. 2 hours
4. Carnival, Sporting Event or other similar after school activity
    a. 1 officer
    b. 2 hours
5. Carnival, Sporting Event or other similar after school activity
    a. 1 officer
    b. 2 hours

Pueblo Academy of Arts

1. Open house for new students, parents, community
    a. 1 officer
    b. 2 hours
2. 8th Grade Graduation/Continuum
    a. 1 officer
    b. 2 hours
3. Carnival, Sporting Event or other similar after school activity
    a. 1 officer
    b. 2 hours
4. Carnival, Sporting Event or other similar after school activity
    a. 1 officer
    b. 2 hours
5. Carnival, Sporting Event or other similar after school activity
    a. 1 officer
    b. 2 hours

Risley Middle School

1. Open house for new students, parents, community
    a. 1 officer
    b. 2 hours
2. 8th Grade Graduation/Continuum
    a. 1 officer
    b. 2 hours
3. Carnival, Sporting Event or other similar after school activity
    a. 1 officer
    b. 2 hours
4. Carnival, Sporting Event or other similar after school activity

   a. 1 officer
   b. 2 hours
5. Carnival, Sporting Event or other similar after school activity
   a. 1 officer
   b. 2 hours

Roncalli Middle School

1. Open house for new students, parents, community
   a. 1 officer
   b. 2 hours
2. 8th Grade Graduation/Continuum
   a. 1 officer
   b. 2 hours
3. Carnival, Sporting Event or other similar after school activity
   a. 1 officer
   b. 2 hours
4. Carnival, Sporting Event or other similar after school activity
   a. 1 officer
   b. 2 hours
5. Carnival, Sporting Event or other similar after school activity
   a. 1 officer
   b. 2 hours

End of attachment.

4878-0570-3050, v. 1

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into effective as of January 1, 2024, by and between the Board of Education, Pueblo School District No. 60, Pueblo, Colorado dba Pueblo City Schools (hereinafter referred to as the "District"), 315 West 11th Street, Pueblo, Colorado, and the City of Pueblo, a Municipal Corporation, for and on behalf of its Police Department (hereinafter referred to as the "City"), 200 South Main, Pueblo, Colorado.

WHEREAS, City and District have for several years undertaken a cooperative and cost-shared program known as the School Resource Officer Program (hereinafter referred to as the "Program"), involving the placement of a City Police Officer in each of District's high schools (grades 9 through 12) and District's middle schools (grades 6 through 8) in order to enhance safety and reduce crime within the schools to provide other law enforcement assistance to students and their families, and to enable students to internalize and accept a positive presence as a societal norm; and

WHEREAS, City and District mutually desire to extend the Program, at the schools identified in this Agreement or subsequently agreed upon, through calendar year 2024, subject to annual appropriation; and

WHEREAS, the District has authority to enter an agreement with respect to the Program pursuant to law, including but not limited to §22-32-122 and §29-1-203, C.R.S.; and

WHEREAS, it is necessary and appropriate for the City and District to enter into a written agreement setting forth their respective obligations and other terms and conditions for the Program, including the agreement of the parties with respect to cost-sharing for the program.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, City and District agree as follows:

I. OBLIGATIONS OF CITY.

A. City shall designate certain City Police Officers, and a Police Sergeant, in the Pueblo Police Department ("Police Officers") associated with the Program to utilize space to be provided by District at each of the following District schools, unless otherwise agreed: South High School, East High School, Centennial High School, Central High School, Pueblo Academy of Arts, Roncalli STEM Academy, Risley International Academy of Innovation, Heaton Middle School, Corwin International Magnet School, Paragon Learning Center (hereinafter collectively referred to as "Assigned Schools"). The City will designate a total of ten Police Officers and one Police Sergeant in order to provide law enforcement assistance and safety enhancing services for the District and its students. The designated Police Officers may also develop and conduct additional programs, which serve the purposes of the Program; provided that the nature of such additional programs shall be approved in advance by the District. The District is familiar with the services and activities currently being conducted under the Program at the Assigned Schools and agrees that these services and activities may be undertaken at the Assigned Schools. The designated Police Officers will, at all times during the effective term of this Agreement, remain employees of City. City will be responsible for providing such individual(s) with payment of wages, health care benefits, and Workers' Compensation Insurance (including occupational disease) in accordance with applicable workers' compensation laws, FICA, and other requirements of law. Such Police Officers shall report to the City's assigned Program supervisor in the performance of services

under this Agreement. City may, from time to time, reassign its employees and designate one or more replacement school resource Police Officers at any time.

B. The City shall also respond to and handle non-emergency calls at other schools of the District where there is not an assigned Police Officer and, to the extent reasonably possible, will dispatch a Police Officer from an Assigned School to do so. In order to facilitate notifying the City's Program Supervisor or his or her backup of a need for response to a school, the City will provide the District with a "contact or phone tree." The Police Sergeant will also provide support for the District's elementary schools to the extent that his/her services are not required at other Assigned Schools.

C. It is commonly recognized that Police Officers are required to maintain their efficiency and expertise through ongoing in-service and periodic specialized training courses. These training courses occasionally necessitate the officer being away from his or her Assigned School(s) for varied periods of time. In cases where the training is limited to five consecutive (5) days or less, the SRO Supervisor will rotate the existing remaining Police Officers to cover the shortage at the school affected by the training absence. In cases where the training absence is more than five consecutive (5) days, the City will provide a "substitute" Police Officer to cover the absence(s).

D. Similarly, Police Officers may not be available due to sick, injury, military or other types of leave, including scheduled vacation. In cases where the leave or vacation is limited to five consecutive (5) days or less, the Program Supervisor will rotate or temporarily reassign the existing remaining Police Officers associated with the Program to cover the shortage at the Assigned School affected by the absence, so that the Assigned School is not completely left without coverage. In addition, an appropriate credit in the District's ensuing month's payment under Subparagraph II. C. (a) below will be made for any Police Officer who is absent during a month for more than two consecutive (2) days, but less than five consecutive (5) days, and such absence was prearranged so that he/she could engage in activities other than those provided under this Agreement such as training, SWAT commitments, school closures, etc. Such credit will be given to the District at the rate of $307.76[1] per day. In no event shall a credit be given for more than three (3) days for each period of Police Officer absence. In cases where the absence is more than five consecutive (5) days, the City will provide a "substitute" Police Officer to cover the absence(s).

E. When a substitute Police Officer is required, the City will be cognizant in its selection of the desirability of utilizing Police Officers who have previous experience as a School Resource Officer ("SRO") or are otherwise compatible for school environments. In addition and in order to provide a more consistent atmosphere, the City will, when reasonably possible, utilize the same officers for substitute purposes, rather than providing a different substitute officer every day.

F. After-School Activities: Each school, normally covered by a Police Officer, participates in annually recurring events that generally occur outside the normal school hours (After School Activities). Each School's assigned Police Officer may be asked to attend certain After School Activities. The City authorizes the applicable Police Officers to attend After School Activities set forth in Attachment No. 1.

---

[1] Daily credit is calculated as follows: $802,547.51 / 10 (SROs) = $80,254.75 (avg salary) / 12 (months) = $6,687.90 / 173.83 (hours per month) = $38.47 (hourly) x 8 (hours per day) = $307.76 credit per day.

G. Notwithstanding anything contained herein to the contrary, any liability of the City hereunder shall be subject to the conditions precedent and limits on liability set forth in the Colorado Governmental Immunity Act.

H. The parties understand and agree that City shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of the District, and shall be responsible in accordance with law for all withholding taxes, social security, unemployment, workers' compensation, and/or other employment taxes with respect to its employees, and shall indemnify and hold the District harmless from and against any and all claims for the same.

I. All records of police reports and citations associated with the Police Officer duties will be maintained by the Pueblo Police Department and will comply with the school reporting requirements set forth in § 22-32-146, C.R.S.

II. OBLIGATIONS OF THE DISTRICT.

A. The District shall designate an office space at each high school and each middle school mutually agreed upon by City and the Principal, and will provide such space, including light and heat, at no charge to City, for the exclusive use of City's Police Officers. District shall also furnish, at District's expense, for the use of the assigned Police Officers at each school within the office space, the following items: one desk, three chairs, a telephone with at least one outside phone line, and a lockable three-drawer file cabinet which file cabinet shall be for the exclusive use of City's officers.

B. The designated office space shall be available to City's assigned Police Officers at all times when a school is open for educational or extracurricular activities. In addition, the District shall make reasonable effort to accommodate the City's need, in connection with the Program, to use such designated space at other hours when the school may not otherwise be open. Except in emergency circumstances, the District shall provide City at least 72-hour notification if the portion of the building allocated herein to City becomes temporarily unavailable.

C. The District will budget ten thousand dollars ($10,000.00) ("Training Fund Monies") for potential use by the Police Officers associated with the Program to receive additional training and education during the year 2024. Training Fund Monies are intended to increase the skills of the Police Officers to meet the goals and needs of the Program and will not be used for "Basic School Resource Officer Training." All recognized and accredited school resource officer advanced training and educational opportunities which are directly related to the work performed for the Program shall be eligible. City shall submit proposed courses, programs, materials, or other opportunities to District for approval at least fifteen (15) business days prior to the proposed date of the training. District shall notify of its approval of the training in writing within ten (10) business days of receipt of the proposal, which approval shall not be unreasonably withheld so long as the training is to increase the basic skills of the Police Officer to perform his or her duties in the public school environment. Failure of the District to respond in writing within ten (10) business days shall be deemed unconditioned approval for the training. District shall promptly pay invoices for training directly to the vendor or other provider. Travel expenses, including but not limited to meal stipend, gas mileage, and other ancillary costs shall be eligible for payment or reimbursement subject to the overall budget established by District under this Paragraph II.C. If District fails to promptly pay an invoice directly to a provider within forty-five (45) days after submission by City, City may pay the vendor and present to District an invoice requesting reimbursement, which shall be paid by District within thirty (30) days of the date of City's invoice.

D. (1) District shall promptly pay for District's share of Program costs within fifteen (15) days of the date of the invoice from the City as follows:

(a) For the City's ten (10) Police Officers and one (1) Police Sergeant in Assigned Schools, $66,878.96 per month for the months of January through December, 2024.

(b) If District defaults in any monthly payment of its share of Program costs, City may terminate this Agreement upon ten (10) days prior written notice.

(2) Both District and City are political subdivisions of the State of Colorado. City's Fiscal Year ends on December 31 of each calendar year, and District's Fiscal Year ends on June 30 of each calendar year. If either party does not appropriate sufficient funds to fulfill its cost sharing obligation under this Agreement for any Fiscal Year, then that party shall promptly notify the other party of such non-appropriation at least thirty (30) days prior to the end of the then expiring fiscal year and this Agreement shall be terminated effective upon expiration of the Fiscal Year (of the party that does not appropriate sufficient funds) in respect of which sufficient funds to make cost sharing payment were last appropriated.

(3) In the event of an early termination of this Agreement under this section II.D. of this Agreement, any obligation of City to furnish Police Officers for the Program at District's schools shall cease.

D. Notwithstanding anything contained herein to the contrary, any liability of each of the parties hereto shall be subject to the conditions precedent and limits on the liability set forth in the Colorado Governmental Immunity Act.

E. The parties understand and agree that the District shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of City, and shall be responsible in accordance with law for all withholding taxes, social security, unemployment, workers' compensation, and/or other employment taxes with respect to its employees, and shall indemnify and hold City harmless from and against any and all claims for the same.

III. TERM/TERMINATION.

Unless sooner terminated as provided herein, this Agreement shall commence on January 1, 2024, and terminate on December 31, 2024. By October 15, 2024, City will notify District of its proposed terms for a successor agreement for the following calendar year. District will respond to City within thirty (30) days regarding its acceptance or rejection of City's proposed terms; any additional terms District wishes to revise, delete, or add; and District's proposed contract price. Thereafter, representatives from the City and the District agree to negotiate a successor agreement for the following calendar year within a reasonable time, but no later than December 31, 2024.

IV. THIRD-PARTY RIGHTS NOT CREATED.

This Agreement is not intended and shall not create any duty to any student, teacher, District employee, parent or any other person, firm or entity with regard to the provision of any law enforcement services, security, level of safety, or activities undertaken by City's officers or conditions resulting

therefrom. No student, teacher, District employee, parent or other person, firm or entity shall be granted or have any private right of action, claim or civil liability remedy against the City or the District, or their respective officers, employees or agents, by virtue of this Agreement. Nothing in this Agreement shall be construed to create any liability, or to waive any of the immunities, limitations on liability or other provisions of the Governmental Immunity Act, §24-10-101 *et seq.*, C.R.S., or to waive any immunities or limitations on liability otherwise available to the City, the District, or their officers, employees or agents.

V. OTHER.

A. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No modification of this Agreement, and no waiver of any of the Agreement's provisions or conditions, shall be binding unless made by written document signed by the parties. Any delegation or assignment of this Agreement by either party, without the prior written consent of the other party, shall be void. This Agreement shall be governed by, and construed according to, the laws of the State of Colorado.

B. This Agreement is intended to govern the agreement of the parties only with respect to conduct of the Program in the District's Assigned Schools, and, subject to the provisions of Paragraph I.B., the District's elementary schools.

C. The District certifies that neither it nor any members of its Board of Education, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities undertaken with federal financial assistance pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereto, 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. The District and the City further agree that each respectively shall avoid all conflicts of interest which are prohibited by applicable federal regulations.

D. The City shall perform periodic reviews of this agreement. The Pueblo Police Department shall be responsible for this review, which shall be performed on periodic basis, as requested by either party, by the School Resource Officer Sergeant, or otherwise as the Chief of Police shall designate, and shall include a representative of District, as designated by the Superintendent of Schools. The periodic review shall include, where appropriate, compliance with the terms and conditions of this agreement; identification of issues or problems and recommendations for improvement; and assessment of quality of services provided.

The parties agree always to be open to discussing any matter which may help maximize the positive effects of the services provided hereunder, or minimize its undesirable impacts. Nothing herein shall preclude a party from requesting the other party to initiate discussions regarding any provision herein, provided that this Agreement shall remain in effect during the period during which the parties are conducting such discussions. It is hereby understood that this clause subjects the parties to this Agreement to a simple obligation to consider in good faith any proposed modification(s) of this Agreement, subject to Article V, Section A. This Agreement shall remain unaltered and in force during any such period of consideration.

E. In the event this Agreement or any material provision hereof shall be declared to be invalid, unenforceable, or in violation of any applicable federal, state or local laws or regulations, the

parties will immediately begin negotiations to modify or amend this Agreement in order that this Agreement shall, as amended, express and contain the understanding and intentions of the parties.

F. The subject heading of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of its provisions.

G. Except as set forth elsewhere in this paragraph, all notices to be given under this Agreement shall be made in writing, and shall be sufficient if delivered personally, or mailed by First Class United States Mail, postage prepaid, to the other party at the following addresses:

If to the District:	Pueblo School District 60 Attention: Superintendent 315 W. 11th Street Pueblo, CO 81003 Telephone: (719) 549-7100 charlotte.macaluso@pueblocityschools.us
With a copy to:	Michael Bayer 315 W.11th Street Pueblo, CO 81003 Director of School Culture, Wellness and Safety michael.bayer@pueblocityschools.us
If to the City:	Pueblo Police Department Attention: Chief of Police 200 South Main Street Pueblo, CO 81003 Telephone: (719) 553-2420
With a copy to:	City of Pueblo Department of Law Attn: Police Legal Advisor 1 City Hall Place Pueblo, CO 81003 Telephone: (719) 562-3899

H. The District and the City shall comply with the provisions of applicable state and federal law, including the Family Education and Privacy Act of 1974 and its regulations, in providing access to and maintaining the confidentiality of student education records, personally identifiable information concerning students, and criminal justice agency records concerning students.

I. With regard to legal issues and contingencies, each signatory to this agreement acknowledges that they, and the other signatory, are subject to, and controlled by the provisions of the Colorado Governmental Immunity Act, Section 24-10-10 *et seq.*, C.R.S.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first written above.

BOARD OF EDUCATION, PUEBLO SCHOOL DISTRICT NO. 60,
PUEBLO, COLORADO

By_____
President, Board of Education

Approved as to form:

_____
Richard Bump
Caplan and Earnest LLC
Attorneys for Pueblo School District No. 60

CITY OF PUEBLO, a Municipal Corporation

By_____
Mayor Nicholas A. Gradisar

Attest:

_____
City Clerk

Approved as to form:

_____
Lisa Macchietto
Assistant City Attorney

4875-2297-9722, v. 1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 11, 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 THREE ACRES OF LAND GENERALLY LOCATED AT 1725 WEST PUEBLO BOULEVARD FROM B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT AND A-4, AGRICULTURAL FOUR ZONE DISTRICT TO B-4, REGIONAL BUSINESS ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone approximately three acres generally located at 1725 West Pueblo Boulevard from B-3, Highway and Arterial Business Zone District and A-4, Agricultural Four Zone District to B-4, Regional Business Zone District to facilitate commercial uses in this currently vacant area.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This rezone site spans just under three acres of land northeast of the intersection of West Pueblo Boulevard and Gretna Avenue and includes six different parcels. Pueblo Urban Renewal Authority owns the largest of the parcels, which they acquired in 2011 in exchange for providing financial assistance with the construction of the Minnequa Fire Station and related site improvements. The rezoning area is located north and east of the former Brass Saddle bar, which closed about two years ago. The applicant intends to demolish this building for their intended new commercial construction project that would be permitted under the proposed B-4 Regional Business zoning. The applicant's tentative site plan proposes a tire shop and a drive-thru coffee shop; both are uses by right in a B-4 Zone District. When staff requested review comments from the other city departments, both City Transportation and the Colorado Department of Transportation made comment on their site plan regarding vehicular access from Lakeshore Drive. However, neither department has concerns about the rezoning case, and the applicant intends to implement the proposed changes during the Commercial Site Plan Review process.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

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

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

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-23-09 Attachments

ORDINANCE NO. 10621

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE APPROXIMATELY THREE ACRES OF LAND GENERALLY LOCATED AT 1725 WEST PUEBLO BOULEVARD FROM B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT AND A-4, AGRICULTURAL FOUR ZONE DISTRICT TO B-4, REGIONAL BUSINESS 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 B-3, Highway and Arterial Zone District and A-4, Agricultural Four Zone District to B-4, Regional Business Zone District:

LOTS 1 THROUGH 15 AND 24 THROUGH 46 BLOCK 5, "SUNNY SIDE, A RESUBDIVISION OF LAKE GARDENS", RECEPTION NO. 113110, BOOK 9 PAGE 24 OF THE RECORDS OF PUEBLO COUNTY, COLORADO, TOGETHER WITH NORTH HALF OF ALLEY ADJACENT TO LOTS 1 THROUGH 15 AND THE SOUTH HALF OF SAID ALLEY ADJACENT TO LOTS 24 THROUGH 46 VACATED BY ORDINANCE #4947 RECORDED IN BOOK 2107 AT PAGE 377 OF SAID COUNTY RECORDS, LOCATED WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 14, T21S, R65W OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF AFORESAID LOT 1, BLOCK 5, SAID POINT BEING THE NORTHEAST INTERSECTION OF PUEBLO BOULEVARD AND GRETNA DRIVE;
THENCE N01°00'08"W ALONG THE EAST RIGHT-OF WAY LINE OF GRETNA DRIVE, 263.97 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF RENO AVENUE;
THENCE N88°59'57"E ALONG SAID SOUTH LINE, 284.46 FEET TO THE NORTHEAST CORNER OF LOT 36;
THENCE CONTINUING N88°59'20"E ALONG SAID SOUTH LINE, 309.29 FEET TO THE WEST RIGHT-OF-WAY LINE OF PALMER AVENUE;
THENCE S01°00'22"E ALONG SAID WEST LINE, 131.94 FEET;
THENCE S88°59'35"W A DISTANCE OF 209.41;
THENCE S00°59'00"E A DISTANCE OF 132.06 FEET TO THE SOUTHEAST CORNER OF LOT 15 BLOCK 5, SAID POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF PUEBLO BOULEVARD;
THENCE S88°59'54"W ALONG SAID NORTH LINE, 384.30 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS A CALCULATED AREA OF 129,079 SQUARE FEET (2.963 ACRES, MORE OR LESS).

BASIS OF BEARINGS: A PORTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PUEBLO BOULEVARD, MONUMENTED AT THE SOUTHWEST CORNER OF LOT 16 BLOCK 5 "SUNNY SIDE, A RESUBDIVISION OF LAKE GARDENS" WITH A No. 5 REBAR WITHOUT A CAP FROM WHENCE THE SOUTHWEST CORNER OF SAID BLOCK 5 MONUMENTED BY A GREEN PLASTIC CAP STAMPED "38245" BEARS S88°59'54"W A DISTANCE OF 384.30 FEET. THE UNIT OF MEASUREMENT IS THE US SURVEY FOOT.

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 November 27, 2023.

Final adoption of Ordinance by City Council on December 11, 2023.

_____
President of City Council

Action by the Mayor:

☒ Approved on December 18, 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

CONCEPTUAL SITE PLAN

VICINITY MAP

SITE DATA BLOCK

PROPERTY AREA	1.65 ACRES (71,706 SF)		
PROTOTYPE	6-BAY FULL SERVICE		
BULLPEN	EXTERNAL		
BUILDING AREA	10,638 SF		
ADDRESS	1725 WEST PUEBLO BLVD		
ZONING	B4 (REGIONAL BUSINESS DISTRICT)		
USE BY RIGHT AS RETAIL SALES, TIRES			
PARKING	REQUIRED*	PROVIDED	
	41	64	
AT LEAST ONE (1) PARKING SPACE FOR EACH THREE HUNDRED (300) SQUARE FEET OF GROSS FLOOR AREA.			
YARD SETBACKS	FRONT	SIDE	REAR
PER GC	0'	5'*	15'*
MAX COVERAGE	100%		
*Does not apply on the portion of the parcel adjacent to another parcel also in a Business or Industrial zone (streets or alleys not considered).			
BUILDING REQUIREMENTS			
MAX HEIGHT = NO REQUIREMENT			
SIGN ALLOWANCE			
PYLON*			
MONUMENT*			
*freestanding and monument signs are not permitted on the same lot at the same time.			

OVERALL SITE EXHIBIT

Farnsworth GROUP

223 WILLOW STREET
FORT COLLINS, COLORADO 80524
(970) 484-7477 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scient

DATE: DESCRIPTION:

Tires LES SCHWA

Project Status
NOT FOR CONSTRUCTION

PROJECT:
LES SCHWAB

LES SCHWAB TIRE CENTER
PUEBLO, CO - SOUT

1725 WEST PUEBLO BLVD
PUEBLO, CO 81004

DATE: 05/23/2
DESIGNED:
DRAWN:
REVIEWED:
FIELD BOOK NO.:

SHEET TITLE
CONCEPTUAL SITE PLAN

SHEET NUMBER
SP04

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, November 8, 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*:* Alexandra Aznar, Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Lisa Bailey, Christopher Pasternak.

Commissioners Absent: Sarah Martinez

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, Jay-Michael Baker, Planner, Cindy Capritta, Land Use Tech.

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to move item V-23-06 before item Z-23-09 and approve the November 8, 2023, agenda as amended, seconded by Spinuzzi.

Motion Passed: 6-0.

Public Hearing:

1. Z-23-09 Rezoning 1725 W Pueblo Blvd. Approximately 3 acres, generally located northeast of the intersection of W. Pueblo Blvd. and Gretna Ave, to be rezoned from Highway and Arterial Business (B-3) and Agricultural Four (A-4) Districts to Regional Business (B-4) District. Staff report by Mikaylin Hackley, Planner.

Hearing: Applicant, Jerry Pacheco remained sworn in and spoke in favor of the application. No one appeared in opposition.

Commission Action: Bailey motioned to recommend approval of the application to City Council, seconded by Spinuzzi.

Motion Passed: 6-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-23-09

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Mikaylin Hackley, Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	November 8, 2023
SUBJECT:	Rezone from B-3, Highway and Arterial Business District and A-4, Agricultural Four District to B-4, Regional Business District
APPLICANT:	Brian Zurek, DTC Pueblo & Gretna LLC
PROPERTY OWNER(S):	Pueblo Urban Renewal Authority, Walter Stupnik, and William B. Gradishar
LOCATION:	Generally located northeast of the intersection of W Pueblo Blvd. and Gretna Ave.
CONCURRENT REQUESTS:	N/A

REQUEST:
The property owners are requesting to rezone approximately 3 acres generally located at 1725 W Pueblo Blvd from Highway and Arterial Business (B-3) and Agricultural Four (A-4) Districts to Regional Business (B-4) District. The purpose of the rezoning is to facilitate commercial uses in this currently vacant area.

BACKGROUND AND ANALYSIS:

This rezone site spans just under 3 acres of land northeast of the intersection of W Pueblo Blvd. and Gretna Ave. and includes six different parcels. Pueblo Urban Renewal Authority owns the largest of the parcels, which they acquired in 2011 in exchange for financing construction of the Minnequa Fire Station and related site improvements. The rezoning area is located north and east of the former Brass Saddle bar, which closed about two years ago. The applicant intends to demolish this building for their intended new commercial construction project that would be permitted under the proposed B-4 Regional Business zoning.

The applicant's tentative site plan proposes a tire shop and a drive-thru coffee shop; both are uses by right in a B-4 district. When staff requested review comments from the other city departments, both City Transportation and CDOT made comment on their site plan regarding vehicular access from Lakeshore Dr. However, neither department has concerns about the rezoning case, and the applicant intends to implement the proposed changes during the Commercial Site Plan Review process.

LAND USE AND PLANNING COMMENTS

CHARACTER AND COMPATIBILITY

Site Character: The site contains undeveloped land and a currently vacant 6,000 sq. ft. structure.

Neighborhood Compatibility:

North	A-4 Agricultural Four District, Park Space
East	I-2 Light Industrial District, Vacant Lot
South	B-3 Highway and Arterial Business District, Discount Tire
West	A-4 Agricultural Four District, Park Space

Comprehensive Plan Compliance: The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Commercial Mixed Use and Parks and Open Space. The northern parcels, located closest to Lake Minnequa Park, are designated as Parks and Open Space. The Parks and Open Space designation appears to be the result of staff oversight during Comprehensive Plan development, as the 2010 Minnequa Master Plan designates this area for future commercial development.

According to the Comprehensive Plan, Commercial Mixed-Use areas are characterized by a mixture of commercial, employment, and service-oriented uses that serve adjacent neighborhoods and the broader region. Infill and redevelopment are encouraged to revitalize underutilized Commercial Mixed-Use areas. The rezoning will facilitate redevelopment of the former Brass Saddle site and infill commercial development, serving park users and the surrounding residential neighborhoods.

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 **Rezoning this site furthers the goals of the comprehensive plan because it allows for new commercial development in this unutilized area.**

2) Show that the area has changed significantly since the adoption of the comprehensive land use plan

❑ Comments **The Comprehensive Plan designated the northern half of this property as Parks and Open Space, but this does not reflect the current character of the site, and the 2010 Lake Minnequa Master Plan identifies the site for commercial development.**

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, the following additional information shall be furnished:

❑ Comments **The application contains the required information**

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 application contains the required information**

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

❑ Comments **The application contains the required information**

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

❑ Comments **The application contains the required information**

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 contains the required information**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(18) OF THE PMC:

A. Purpose of B-4 Zone District Standards:

The standards for this district (B-4) are intended to provide areas for the location of business and other central services required by the region at large.

RECOMMENDED ACTION:

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

REFERRAL AGENCIES AND COMMENTS:

• City Public Works	No comment
• City Transportation	The City Transportation Dept. has no issue with the rezoning request. However, a driveway will not be allowed on Lakeshore Dr. The coffee shop shall obtain access from Reno Ave only. Reno is the most appropriate access point for both businesses. It would benefit both businesses for Reno to be the only access for patrons.

• 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	See attachment F (Note that CDOT has no objection to rezoning)

ATTACHMENTS:

A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photos & Public Notice
E. Zoning Exhibit
F. Supporting Documents

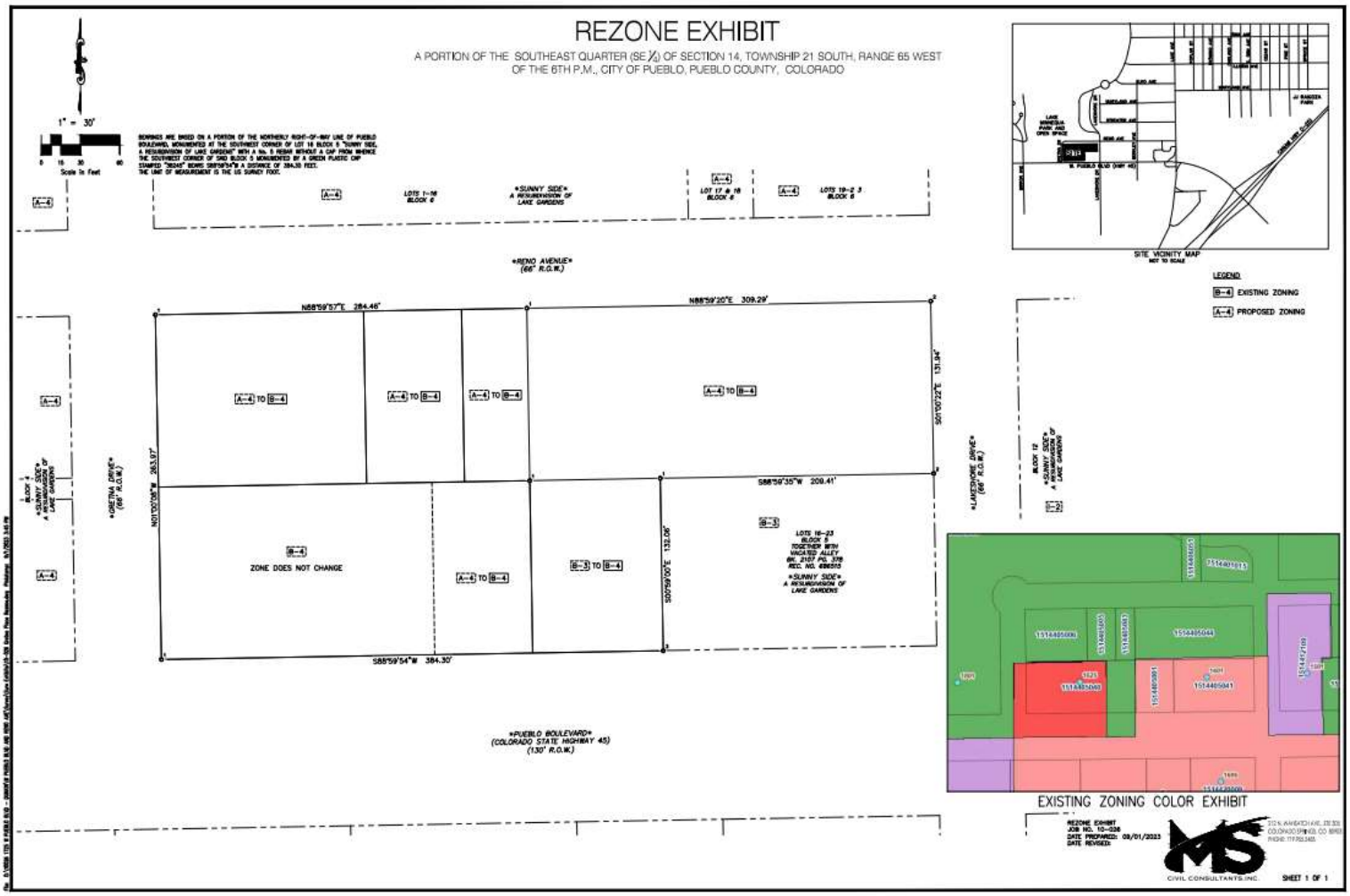
A. Aerial Photo

B. Zoning Map

C. Comprehensive Plan Map

D. Site Photos & Public Notice

E. Zoning Exhibit



F. Supporting Documents

city of PUEBLO colorado

Planning & Community Development

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

2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner			
Print Name:	William B. Gradishar		
Signature:	William B. Gradishar	Date:	09/06/2023
Property Owner			
Print Name:	Walter F. Stupnik		
Signature:	Walter F. Stupnik	Date:	09/06/2023
Applicant, if different from Property Owner			
Print Name:	Brian Zurek		
Signature:		Date:	9.2.2023

Executive Director
for PURA
9/25/2023

1 **CONCEPTUAL SITE PLAN**
SCALE: 1"=40'

0 20 40 80
U.S. SURVEY FEET
NORTH

VICINITY MAP

SITE DATA BLOCK

PROPERTY AREA	1.65 ACRES (71,706 SF)		
PROTOTYPE	6-BAY FULL SERVICE		
BULLPEN	EXTERNAL		
BUILDING AREA	10,638 SF		
ADDRESS	1725 WEST PUEBLO BLVD		
ZONING	B4 (REGIONAL BUSINESS DISTRICT)		
USE BY RIGHT AS RETAIL SALES, TIRES			
PARKING	REQUIRED*	PROVIDED	
	41	64	
AT LEAST ONE (1) PARKING SPACE FOR EACH THREE HUNDRED (300) SQUARE FEET OF GROSS FLOOR AREA.			
YARD SETBACKS	FRONT	SIDE	REAR
PER GC	0'	5'*	15'*
MAX COVERAGE	100%		
*Does not apply on the portion of the parcel adjacent to another parcel also in a Business or Industrial zone (streets or alleys not considered).			
BUILDING REQUIREMENTS			
MAX HEIGHT = NO REQUIREMENT			
SIGN ALLOWANCE			
PYLON*			
MONUMENT*			
*freestanding and monument signs are not permitted on the same lot at the same time.			

OVERALL SITE EXHIBIT

Farnsworth GROUP
223 WILLOW STREET
FORT COLLINS, COLORADO 80524
(970) 484-7477 / info@f-w.com
www.f-w.com
Engineers | Architects | Surveyors | Scient

ISSUE:

#	DATE:	DESCRIPTION:

Tires LES SCHWAB

Project Status
NOT FOR CONSTRUCTION

PROJECT:
LES SCHWAB

LES SCHWAB TIRE CENTER
PUEBLO, CO - SOUT

1725 WEST PUEBLO BLVD
PUEBLO, CO 81004

DATE: 05/23/2
DESIGNED:
DRAWN: D
REVIEWED:
FIELD BOOK NO.:

SHEET TITLE:
CONCEPTUAL SITE PLAN

SHEET NUMBER:
SP04

PROJECT NO.: 023063

COLORADO
Department of Transportation
Region 2 Permits
5615 Wills Blvd Suite A
Pueblo, CO 81008-2349

October 13, 2023

SH 045A MP 0.66
City of Pueblo

Beritt Odom, Planner
City of Pueblo Planning and Community Development
211 E. D Street
Pueblo, CO 81003

RE: Pueblo Blvd & Gretna Dr Rezone

Dear Beritt,

I am in receipt of a referral request for comment to rezone the Sunnyside Subdivision, located near Pueblo Blvd (SH045A) and Gretna Dr in the City of Pueblo, County of Pueblo, State of Colorado. The proposed development would reconfigure the subject parcels into two (2) lots that will be utilized for commercial activities within the B-4 zone. The west lot is intended as a tire facility, while the east will serve as a drive-thru coffee house. **Two full-movement accesses serve the property as local city roads Gretna Dr and Lakeshore Dr.** The property is currently owned by the William B Gradishar and Walter F Stupnik. After review of all documentation we have the following comments:

TRAFFIC

- Provide a Traffic Analysis/Trip Generation
  - If DHV is less than 100; provide Trip Generation
  - If DHV is 100 or more; provide a Traffic Impact Study

HYDRAULIC

- Provide a Drainage Letter/Report
  - Drainage to the state highway right-of-way shall not exceed the undeveloped historical rate of flow
  - Provide plans and hydraulic analysis of any drainage facilities
  - Describe hydrology & hydraulics methods, including intensity equations, within the body of the report

ACCESS

- No direct access to SH 45 will be granted.
- Any access off Gretna Dr or Lakeshore Dr, should be as far as reasonably possible from the intersection with SH 45. CDOT can work with the proposed locations as depicted in the conceptual plan dated 05/23/2023.
- Three CDOT Access Permits will be required:
  - Gretna Drive – permit required for access to city street from SH45/Pueblo Blvd. Existing traffic volume of Gretna Drive is required along with projected volume for

development along with future conditions. Provide trip distribution. Based on the information received CDOT Traffic may require further analysis per SHAC 2.3(5) after initial review. Developer will be the applicant with the City of Pueblo as permittee.

- Palmer Ave – permit required for access to city street from SH45/Pueblo Blvd. Existing traffic volume of Gretna Drive is required along with projected volume for development along with future conditions. Provide trip distribution. Based on the information received CDOT Traffic may require further analysis per SHAC 2.3(5) after initial review. Developer will be the applicant with the City of Pueblo as permittee.
- Driveway – permit required for the required closure of access to SH45/Pueblo Blvd.

Additionally,

- On-premise and off-premise signing shall comply with the current Colorado Outdoor Advertising Act, sections 43-1-401 to 421, C.R.S., and all rules and regulations pertaining to outdoor advertising. Please contact Adam Lancaster at (719) 562-5540 for any questions regarding advertising devices.
- Any utility work within the state highway right of way will require a utility permit from the CDOT. Information for obtaining a utility permit can also be obtained by contacting Mr. Lancaster.

If you have questions, please contact me at (719) 562-5537 or michelle.regalado@state.co.us.

Sincerely,

Michelle Regalado
CDOT R2 Assistant Access Manager

xc: Lancaster/file

MINNEQUA LAKE PARK AND OPEN SPACE PROJECT **Master Plan**

APRIL 12, 2010

Pueblo Stormwater Master Basin Planning Study

city of PUEBLO | Sellards & Grigg, Inc. | DSW Design Studios West, Inc. | NorthStar Inc. | Muller | R·W·Beck | Smith Environmental, Inc. | The TSR Group

October 29, 2023

The City Planning and Zoning Commission will hold a public hearing on a request from the property owners for the approval of the following application:

Zoning: 1725 W. Pueblo Blvd., approximately 3 acres to be rezoned from Highway and Arterial Business (B-3) and Agricultural Four (A-4) Districts to Regional Business (B-4) District. Generally located northeast of the intersection of W Pueblo Blvd. and Gretna Ave. Staff report by Mikaylin Hackley.

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 and viewable via Zoom: Join by computer, smartphone app, or dial by phone: +1 346 248 7799 or +1 253 215 8782 Meeting ID: 927 1786 7722 Passcode: 195462
https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09
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 call the number below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Mikaylin Hackley**, Planner
(719) 553-2259

October 29, 2023

The City Planning and Zoning Commission will hold a public hearing on a request from the property owners for the approval of the following application:

Zoning: 1725 W. Pueblo Blvd., approximately 3 acres to be rezoned from Highway and Arterial Business (B-3) and Agricultural Four (A-4) Districts to Regional Business (B-4) District. Generally located northeast of the intersection of W Pueblo Blvd. and Gretna Ave. Staff report by Mikaylin Hackley.

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 and viewable via Zoom: Join by computer, smartphone app, or dial by phone: +1 346 248 7799 or +1 253 215 8782 Meeting ID: 927 1786 7722 Passcode: 195462
https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09
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 call the number below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Mikaylin Hackley**, Planner
(719) 553-2259

October 29, 2023

The City Planning and Zoning Commission will hold a public hearing on a request from the property owners for the approval of the following application:

Zoning: 1725 W. Pueblo Blvd., approximately 3 acres to be rezoned from Highway and Arterial Business (B-3) and Agricultural Four (A-4) Districts to Regional Business (B-4) District. Generally located northeast of the intersection of W Pueblo Blvd. and Gretna Ave. Staff report by Mikaylin Hackley.

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 and viewable via Zoom: Join by computer, smartphone app, or dial by phone: +1 346 248 7799 or +1 253 215 8782 Meeting ID: 927 1786 7722 Passcode: 195462
https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09
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 call the number below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Mikaylin Hackley**, Planner
(719) 553-2259

October 29, 2023

The City Planning and Zoning Commission will hold a public hearing on a request from the property owners for the approval of the following application:

Zoning: 1725 W. Pueblo Blvd., approximately 3 acres to be rezoned from Highway and Arterial Business (B-3) and Agricultural Four (A-4) Districts to Regional Business (B-4) District. Generally located northeast of the intersection of W Pueblo Blvd. and Gretna Ave. Staff report by Mikaylin Hackley.

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 and viewable via Zoom: Join by computer, smartphone app, or dial by phone: +1 346 248 7799 or +1 253 215 8782 Meeting ID: 927 1786 7722 Passcode: 195462
https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09
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 call the number below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Mikaylin Hackley**, Planner
(719) 553-2259

CASE NUMBER: Z-23-09

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 1725 W. Pueblo Blvd.. 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.

October 29, 2023
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

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 1725 W. Pueblo. Blvd. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

October 29, 2023
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

Owner	OwnerStree	OwnerCity	Owne	OwnerZip
URBAN RENEWAL AUTHORITY OF + PUEBLO CO ,	115 E RIVERWALK SUITE 410	PUEBLO	CO	81003-3337
VALDEZ PAUL DAVID	1601 W PUEBLO BLVD	PUEBLO	CO	81004-3853
HA MYUNG SOOK + YOO BYUNG MAN ,	1616 S PUEBLO BLVD	PUEBLO	CO	81005-2102
M G + L G LLC	1626 W PUEBLO BLVD	PUEBLO	CO	81004-3868
WAGNER EQUIPMENT CO + C/O FACILITIES DEPARTMENT ,	18000 SMITH RD	AURORA	CO	80011-3511
ANNEALED INVESTMENTS LLC	1975 W KEOTA DR	PUEBLO WEST	CO	81007-2217
STUPNIK WALTER F + GRADISHAR WILLIAM B	2170 FALLVIEW DR	PUEBLO	CO	81006-1722
M + F OZ FUND LLC	31203 LAKEVIEW BEND LN	SPRING	TX	77386-3391
CLARABELLE LLC	4220 HEMLOCK RD	COLO SPGS	CO	80917-2023
OBERT RICHARD J	526 WARREN AVE	COLO SPRINGS	CO	80905-2344