



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

**TUESDAY, DECEMBER 26, 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** Councilor Dennis Flores, Member of Council
- C. PLEDGE OF ALLEGIANCE**
- D. ROLL CALL**
- E. SPECIAL RECOGNITIONS**
- F. PUBLIC FORUM**
- G. COUNCIL MEMBER AND MAYOR COMMENTARY**
- H. REVIEW OF AGENDA**

I. APPROVAL OF AGENDA

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

J. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated December 11, 2023, as distributed.

J1 City Council Minutes December 11, 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

L1 Minutes of the Planning and Zoning Commission Regular Meeting for 11/08/2023

M. RESOLUTIONS

- M1 A Resolution transferring funds in the amount of \$32,777.67 from CI2204, Street Rehabilitation Project to CI2121, 18th Street Extension Project, awarding Contract Amendment No. 1 in the amount of \$32,777.67 to K.R. Swerdfeger Construction, LLC, a Colorado Limited Liability Company, for Project No. 22-082, West 18th Street Extension, and authorizing the Purchasing Agent to execute same
- M2 A Resolution awarding a construction contract in the amount of \$23,867 to A 5 Construction for Project No. 23-159, Concrete Improvements - University Park Neighborhood, setting forth \$8,000 for contingencies, and authorizing the purchasing agent to execute same
- M3 A Resolution transferring funds in the amount of \$7,097.89 from the "2023" Public Works Operating Budget for contract services, for Project No. 21-041 Pueblo Street Assessment Project Contract Amendment No. 3, and authorizing the purchasing agent to execute same.
- M4 A Resolution approving and accepting the Canvass and Abstract of Votes cast at the General Municipal Election held on November 7, 2023 as part of a coordinated election with Pueblo County
- M5 A Resolution adopting a fee schedule for applications for matters brought before the Land Use Administrative Official, Historic Preservation Commission, Planning and Zoning Commission, Subdivision Review Committee, Technical Advisory Committee, and Zoning Board of Appeals and repealing Resolution number 14808
- M6 A Resolution ratifying the reappointment of Stephanie Garcia to the Pueblo City-County Library District Board of Trustees
- M7 A Resolution establishing account Project No. CI2334, Portable EV Chargers, transferring a total of \$338,625.14 from various accounts to Project No. CI2334, Portable EV Chargers

N. ORDINANCES – FIRST PRESENTATION

- N1 An Ordinance establishing Project ED2305, the Pope Block Building Generator Roof Membrane Replacement Project, transferring \$30,000 from 41300000-56901, Projects to be Determined to ED2305, budgeting and appropriating funds in the amount of \$30,000, and authorizing the Mayor to execute same
- N2 An Ordinance establishing Project ED2307, the Pope Block Building Generator Fencing Project, transferring \$25,000 from 41300000-56901, Projects to be Determined to ED2307, budgeting and appropriating funds in the amount of \$25,000, and authorizing the Mayor to execute same
- N3 An Ordinance establishing Project ED2306, the Pope Block Building Elevator Shaft Repair Project, transferring \$10,000 from 41300000-56901, Projects to be Determined to ED2306, budgeting and appropriating funds in the amount of \$10,000, and authorizing the Mayor to execute same
- N4 An Ordinance approving and accepting a subgrant in the amount of \$20,000.00 from the Pueblo County Department of Public Health and Environment on behalf of the Pueblo Food Project, budgeting and appropriating \$20,000.00 to Project No. 2333, and authorizing the Mayor's signature of the grant agreement
- N5 An Ordinance approving the grant agreement between the City of Pueblo and Caring For Colorado Foundation for the DOTS program and acceptance of \$15,000 for project PS2401 and authorizing the Mayor to execute the same
- N6 An Ordinance approving an intergovernmental agreement between the City of Pueblo, and Otero County relating to mutual aid in the provision of fire protection and other emergency

services

- N7 An Ordinance approving and accepting a subgrant in the amount of \$12,000 from the Colorado Blueprint to End Hunger for the Pueblo Food Project, authorizing the Mayor to sign the grant agreement, and budgeting and appropriating \$12,000 to Project No. CI2332
- N8 An Ordinance amending Chapter 10 to Title XI and Chapter 1 of Title XV of the Pueblo Municipal Code regulating commercial vehicle operations within the City
- N9 An Ordinance for safe use of public property to limit public camping and prohibit temporary structures on public property within the City of Pueblo, Colorado
- N10 An Ordinance changing the street name of US Highway 50 Bypass to Dr. Martin Luther King Jr. Bypass
- N11 An Ordinance approving an Agreement between the City of Pueblo, A Colorado Municipal Corporation, and the Housing Authority of the City of Pueblo, a Colorado non-profit Corporation allowing for the delay of the installation of landscape improvements for the Crawford Townhomes Phase 3 of Phase 2B as required by section 17-4-7 landscape performance standards of the Pueblo Municipal Code and authorizing the Mayor to execute same

O. APPROVAL OF CONSENT AGENDA

I move to receive and file the minutes of the Planning and Zoning Commission approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for January 8, 2024, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

R. ORDINANCES – FINAL PRESENTATION

- R1 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. - *Introduced December 11, 2023 by Councilor Vicente Martinez Ortega*
- R2 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. - *Introduced December 11, 2023 by Councilor Vicente Martinez Ortega*
- R3 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 - *Introduced December 11, 2023 by Councilor Vicente Martinez Ortega*
- R4 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 - *Introduced December 11, 2023 by Councilor Vicente Martinez Ortega*
- R5 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 - *Introduced December 11, 2023 by Councilor Vicente Martinez Ortega*

- R6 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 - *Introduced December 11, 2023 by Councilor Vicente Martinez Ortega*

S. QUASI-JUDICIAL PROCEEDINGS

- S1 An Ordinance vacating two sections of two public access, sidewalk, and utility easements in lots 1-3, block 3, Pinion Ridge Commercial Subdivision - *Introduced December 11, 2023 by Councilor Vicente Martinez Ortega*
- S2 An Ordinance vacating the drainage and detention easement in lot 1, block 2, Skyview Subdivision - *Introduced December 11, 2023 by Councilor Vicente Martinez Ortega*

T. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, DECEMBER 11, 2023 - 7:00 PM
MINUTES**

A. CALL TO ORDER

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

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Council Members Present: Larry Atencio, Dennis Flores, Heather Graham, Regina Maestri, Sarah Martinez, 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: "GATEWAY TO THE SOUTHWEST DAY - DECEMBER 11, 2023" - BILL ZWICK, PROJECT MANAGER

F. PUBLIC FORUM

- Augustine Garica - Conflicts of Interest
- Frank Arteaga - GAPP Gun Exchange
- Brian Hund - Police Corruption
- Elvis Martinez - Minnequa fire & more
- Amber Petrie - Youth Safety
- Brett Boston - Drugs & Crime

G. COUNCIL MEMBER AND MAYOR COMMENTARY

Council members expressed comments regarding community-related issues and

events/functions they attended.

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Martinez, seconded by Councilor Martinez Ortega, moved to move M1 and N7 to the regular agenda, to remove N3 from the agenda, and approve the agenda as amended.

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

J. READING AND APPROVAL OF MINUTES

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to dispense with the reading and approve the Minutes of the Regular Meetings dated **November 13, 2023**, and **November 27, 2023**, as distributed.

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

J1 CITY COUNCIL MINUTES NOVEMBER 13, 2023

J2 CITY COUNCIL MINUTES NOVEMBER 27, 2023

K. CONSENT AGENDA

L. COMMUNICATIONS

M. RESOLUTIONS

M2 A RESOLUTION AWARDED 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

This Resolution was assigned as 15438.

M3 A RESOLUTION AWARDED 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

This Resolution was assigned as 15439.

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

This Resolution was assigned as 15440.

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

This Resolution was assigned as 15441.

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

This Resolution was assigned as 15442.

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

This Resolution was assigned as 15443.

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

This Resolution was assigned as 15444.

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

This Resolution was assigned as 15445.

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**

This item was removed from the agenda.

- 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**

- 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**

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 December 26, 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

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

This item was moved to the regular agenda.

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

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

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

This Resolution was assigned as 15446.

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

This item was moved to the regular agenda.

Councilor Martinez Ortega, seconded by Councilor Flores, moved to pass the Ordinance on first reading, Setting the Public Hearing for December 26, 2023, and ordered the Ordinance to be published BY TITLE.

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

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.

A staff report and detailed review of the Resolution was given by Jerry Pacheco, Director of Urban Renewal.

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

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

This Resolution was assigned as 15447.

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

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

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

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

This Resolution was assigned as 15448.

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

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

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

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

This Resolution was assigned as 15449.

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

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 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 **10609.**

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.

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10610.**

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

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 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 10611.

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.

A staff report and detailed review of the Ordinance was given by Greg Pedroza, Director of Aviation.

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 10612.

R5 AN ORDINANCE PROVIDING FOR THE CITY OF PUEBLO DEPARTMENTAL AUTHORIZED PERSONNEL POSITIONS FOR THE FISCAL YEAR 2024

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

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 10613.

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.

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

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 10614.

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

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 10615.

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

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 10616.

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

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10617.

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.

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10618.

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

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 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 **10619.**

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

A staff report and detailed review of the Ordinance was given by Joe Garcia, Deputy Police Chief.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10620.**

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

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #Z-23-09 dated November 8, 2023, be made part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

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

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

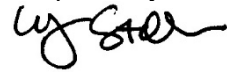
Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10621.**

T. ADJOURN

President Graham adjourned the meeting at 9:14 p.m.

Respectfully submitted,

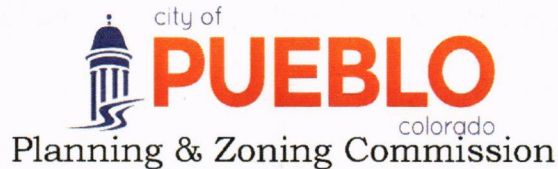
A handwritten signature in black ink, appearing to read "Marisa Stoller", written in a cursive style.

Marisa Stoller
City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, 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 Meeting - URP-23-Hotel North Elizabeth

Principle Planner, Beritt Odom, provided the Hotel North Elizabeth, Urban Renewal Plan Staff Report.

Jerry Pacheco, Executive Director of Pueblo Urban Renewal Authority, was sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey motioned to recommend approval of the North Elizabeth Hotel, Pueblo Urban Renewal Plan; based on conformance with the Pueblo Regional Comprehensive Plan; to City Council; 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.

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.

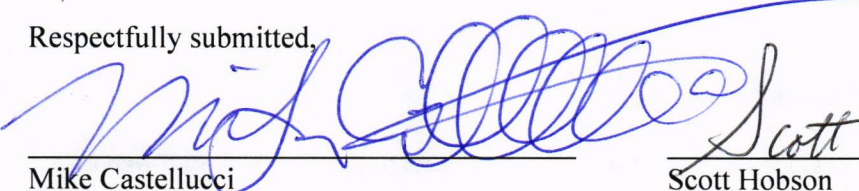
Approval of Minutes:

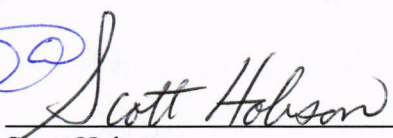
1. Bailey moved to approve the minutes from the **October 11, 2023**, seconded by Avalos.

Old/New Business:

1. November work session rescheduled to November 29, 2023.
2. Short Term Rental Ordinance Review

Respectfully submitted,


Mike Castellucci
Chairperson


Scott Hobson
Executive Secretary

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



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 26, 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 TRANSFERRING FUNDS IN THE AMOUNT OF \$32,777.67 FROM CI2204, STREET REHABILITATION PROJECT TO CI2121, 18TH STREET EXTENSION PROJECT, AWARDING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$32,777.67 TO K.R. SWERDFEGER CONSTRUCTION, LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 22-082, WEST 18TH STREET EXTENSION, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution transfers funds in the amount of \$32,777.67 from Project CI2204 to CI2121, awards Contract Amendment No. 1 in the amount of \$32,777.67 to K.R. Swerdfeger Construction, LLC, for Project No. 22-082, West 18th Street Extension.

PREVIOUS COUNCIL ACTION:

Ordinance 10067, passed and approved on December 13, 2021, established a new project account CI2121 - 18th Street Extension and budgeted and appropriated funds in the amount of \$1,300,000 from the unappropriated General Fund balance to said project account.

Resolution 15094, passed and approved on December 12, 2022, transferred funds in the amount of \$450,000 from project CI2204, Street Rehabilitation project to CI2121, 18th Street Extension, Awarded a construction contract in the amount of \$1,541,884 to K.R. Swerdfeger Construction for Project No. 22-082, West 18th Street Extension, and set forth \$200,000 for contingencies.

BACKGROUND:

West 18th Street extends from Pueblo Boulevard on the west to Mineral Palace Park at its easternmost end. It is not, however, a through street as there are two breaks in

continuity along the route. One of the breaks occurs as West 18th Street approaches the campus of the Colorado Mental Health Institute at Pueblo. The other is a two-block stretch to the west of Chavez-Huerta K-12 Preparatory Academy between Perry Avenue and Spaulding Avenue. This project will complete construction of the missing section between Perry Avenue and Spaulding Avenue, providing improved transportation network connectivity through Pueblo's West Side, spurring development, and improving response times for emergency responders that may be dispatched to the area.

The original project, awarded to K.R. Swerdfeger Construction, LLC included civil work required to install utilities, sidewalk, curb, and gutter, and build the roadway.

This contract amendment adds 1,587 tons of base material to stabilize the subgrade for the installation of asphalt and transfers funds to cover the cost of the additional work.

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

FINANCIAL IMPLICATIONS:

Funding in the amount of \$32,777.67 will be transferred from Project CI2204, Street Rehabilitation Project to CI2121, 18th Street Extension Project.

Funding in the amount of \$32,777.67 will be paid from account Project CI2121, 18th Street Extension.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution would cancel the additional work.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Draft 22-082 Amendment No 1

RESOLUTION NO. 15450

A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF \$32,777.67 FROM CI2204, STREET REHABILITATION PROJECT TO CI2121, 18TH STREET EXTENSION PROJECT, AWARDED CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$32,777.67 TO K.R. SWERDFEGER CONSTRUCTION, LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 22-082, WEST 18TH STREET EXTENSION, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a Construction Contract was awarded to K.R. Swerdfeger Construction, LLC, a Colorado Limited Liability Company, under Contract Number 22-082; AND,

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of \$32,777.67 shall be transferred from account CI2204, Street Rehabilitation Project to CI2121, 18th Street Extension.

SECTION 2.

This Contract Amendment No. 1 to the Construction Contract for Project 22-082, West 18th Street Extension, with K.R. Swerdfeger Construction, LLC, a Colorado Limited Liability Company, in the amount of \$32,777.67.

SECTION 3.

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

SECTION 4.

Funds, in the amount of \$32,777.67 shall be from account Project CI2121 - 18th Street Extension.

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 26, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK

**AMENDMENT NO. 1 TO
CONSTRUCTION CONTRACT**

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of December 27, 2023, by and between the City of Pueblo, a Municipal Corporation ("City") and K. R. Swerdfeger Construction, LLC, a Colorado Limited Liability Company ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated December 29, 2022, for Bid 22-082 (CI2121) West 18th Street Extension, (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 3.124 of the Contract Documents. The Performance and Payment Bonds shall be in the total amount of \$1,774,661.67, which amount includes the original contract amount of \$1,541,884.00, Change Order No. 1 in the amount of \$4,357.87, Change Order No. 2 in the amount of \$61,786.80, Change Order No. 3 in the amount of \$106,327.00, Change Order No. 4 in the amount of \$27,528.33, and the additional contract amount of \$32,777.67 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

K.R. SWERDFEGER CONSTRUCTION, LLC

By _____
Naomi Hedden, Director of Purchasing

By _____
Raymond K. Swerdfeger, Vice President

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:

George Hypolite, City Attorney

EXHIBIT 1
REQUEST FOR QUOTATIONS

BID 22-082 (CI2121) WEST 18TH STREET EXTENSION

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 Item	Quantity	Grand Total for Additional Work
Additional 1,587 tons of base material to stabilize the subgrade for the installation of asphalt.	Lump Sum	\$32,777.67

(Thirty Two Thousand Seven Hundred Seventy Seven and 67/100-----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.

K.R. SWERDFEGER CONSTRUCTION, LLC

By: _____
Raymond K. Swerdfeger, Vice President



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 26, 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 \$23,867 TO A 5 CONSTRUCTION FOR PROJECT NO. 23-159, CONCRETE IMPROVEMENTS - UNIVERSITY PARK NEIGHBORHOOD, SETTING FORTH \$8,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to A 5 Construction for Project No. 23-159, Concrete Improvements - University Park Neighborhood.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of the removal and replacement of multiple crossspans within the University Park Neighborhood. This Resolution awards the construction contract to A 5 Construction.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$31,867.00 (contract and contingencies) will be paid from account Project No. CI2204, Street Rehabilitation.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-159 Bid Summary

RESOLUTION NO. 15451

A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$23,867 TO A 5 CONSTRUCTION FOR PROJECT NO. 23-159, CONCRETE IMPROVEMENTS - UNIVERSITY PARK NEIGHBORHOOD, SETTING FORTH \$8,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-159, Concrete Improvements - University Park Neighborhood have been received and examined; AND,

WHEREAS, the proposal of A 5 Construction was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 23-159, Concrete Improvements - University Park Neighborhood to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-159, Concrete Improvements - University Park Neighborhood to be performed, and the contract for said project is hereby awarded to A 5 Construction in the amount of \$23,867.00.

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.....\$8,000.00

SECTION 4.

Funds in the amount of \$31,867.00, for the contract and contingencies, shall be from account Project CI2204, Street Rehabilitation.

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 26, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK



EVALUATION TABULATION
IFB No. 23-159 (CI2204)
Concrete Improvements - University Park Neighborhood
RESPONSE DEADLINE: December 12, 2023 at 2:30 pm
Report Generated: Tuesday, December 12, 2023

SELECTED VENDOR TOTALS

Vendor	Total
A 5 Construction	\$23,867.00
Finsterwald Landscaping and Irrigation	\$25,226.44
Balance Concrete LLC	\$25,810.70
Cedar Ridge Landscape, Inc	\$26,461.00
Garcia Concrete llc	\$26,786.15
Flat and Fancy	\$27,610.32
Baha Construction, Inc.	\$38,170.00
WGM Land Design. LLC	\$92,560.14

EVALUATION TABULATION
 IFB No. 23-159 (CI2204)
 Concrete Improvements - University Park Neighborhood

BASE BID (Table 1 of 2)

Base Bid					A 5 Construction		Baha Construction, Inc.		Balance Concrete LLC		Cedar Ridge Landscape, Inc		Finsterwald Landscaping and Irrigation	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Reinforced Concrete	797	SF	\$5.00	\$3,985.00	\$8.00	\$6,376.00	\$6.10	\$4,861.70	\$4.00	\$3,188.00	\$6.51	\$5,188.47
X	2	Remove Asphalt Roadway	398	SF	\$4.00	\$1,592.00	\$5.00	\$1,990.00	\$4.50	\$1,791.00	\$3.50	\$1,393.00	\$3.28	\$1,305.44
X	3	Construct 7-inch Reinforced Concrete	797	SF	\$12.00	\$9,564.00	\$20.00	\$15,940.00	\$11.00	\$8,767.00	\$18.00	\$14,346.00	\$14.53	\$11,580.41
X	4	Construct Asphalt Roadway Patch	398	SF	\$12.00	\$4,776.00	\$18.00	\$7,164.00	\$14.50	\$5,771.00	\$8.00	\$3,184.00	\$11.94	\$4,752.12
X	5	Class 6 Base Material (Place and Compact)	10	TONS	\$30.00	\$300.00	\$120.00	\$1,200.00	\$100.00	\$1,000.00	\$50.00	\$500.00	\$90.00	\$900.00
X	6	Erosion and Sediment Control	1	LS	\$500.00	\$500.00	\$500.00	\$500.00	\$220.00	\$220.00	\$250.00	\$250.00	\$200.00	\$200.00
X	7	Traffic Control	1	LS	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,400.00	\$2,400.00	\$2,100.00	\$2,100.00	\$500.00	\$500.00
X	8	Mobilization	1	LS	\$650.00	\$650.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$800.00	\$800.00
Total						\$23,867.00		\$38,170.00		\$25,810.70		\$26,461.00		\$25,226.44

EVALUATION TABULATION
IFB No. 23-159 (CI2204)
Concrete Improvements - University Park Neighborhood

BASE BID (Table 2 of 2)

Base Bid					Flat and Fancy		Garcia Concrete llc		WGM Land Design. LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Reinforced Concrete	797	SF	\$3.80	\$3,028.60	\$7.00	\$5,579.00	\$21.88	\$17,438.36
X	2	Remove Asphalt Roadway	398	SF	\$3.80	\$1,512.40	\$4.65	\$1,850.70	\$17.79	\$7,080.42
X	3	Construct 7-inch Reinforced Concrete	797	SF	\$17.56	\$13,995.32	\$12.75	\$10,161.75	\$34.88	\$27,799.36
X	4	Construct Asphalt Roadway Patch	398	SF	\$13.00	\$5,174.00	\$7.65	\$3,044.70	\$89.00	\$35,422.00
X	5	Class 6 Base Material (Place and Compact)	10	TONS	\$90.00	\$900.00	\$265.00	\$2,650.00	\$112.00	\$1,120.00
X	6	Erosion and Sediment Control	1	LS	\$500.00	\$500.00	\$700.00	\$700.00	\$700.00	\$700.00
X	7	Traffic Control	1	LS	\$500.00	\$500.00	\$1,300.00	\$1,300.00	\$1,500.00	\$1,500.00
X	8	Mobilization	1	LS	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
Total						\$27,610.32		\$26,786.15		\$92,560.14

EVALUATION TABULATION
 IFB No. 23-159 (CI2204)
 Concrete Improvements - University Park Neighborhood

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	A 5 Construction	Baha Construction, Inc.	Balance Concrete LLC	Cedar Ridge Landscape, Inc	Finsterwald Landscaping and Irrigation	Flat and Fancy	Garcia Concrete llc	WGM Land Design. LLC
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass	Pass	Fail	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS								
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	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	Pass	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass	Pass	Fail	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 26, 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 TRANSFERRING FUNDS IN THE AMOUNT OF \$7,097.89 FROM THE "2023" PUBLIC WORKS OPERATING BUDGET FOR CONTRACT SERVICES, FOR PROJECT NO. 21-041 PUEBLO STREET ASSESSMENT PROJECT CONTRACT AMENDMENT NO. 3, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME.

SUMMARY:

This Resolution transfers \$7,097.89 from the "2023" Public Works Operating Budget for Contract Services for Contract Amendment No. 3 to the Master Subscription Agreement awarded to Brightly Software, Inc., in the amount of \$7,097.89 for Project No. 21-041 Pueblo Street Assessment Project.

PREVIOUS COUNCIL ACTION:

Resolution 14728, dated October 12, 2021, approved a Master Subscription Agreement for Software License with Dude Solutions, Inc., (now Brightly Software, Inc.), for \$162,829.21.

Resolution 14932, dated July 11, 2022, established project CI2210, Public Works Asset Management Project, transferred \$145,000.00 from the Public Works Operating Budget for Contract Services, transferred \$162,829.21 from Project HUAN01 - Street Resurfacing, approved Amendment No. 1 to the Master Subscription Agreement awarded to Brightly Software, Inc., in the amount of \$144,488.74 for Project No. 21-041 Pueblo Street Assessment Project.

Resolution 15260, dated June 12, 2023, transferred funds in the amount of \$90,029.35 from the 2023 Public Works Operating Budget for Contract Services, approved Contract Amendment No. 2 to the Master Subscription Agreement, in the amount of \$90,019.35.

BACKGROUND:

The City of Pueblo solicited requests for proposals for contract services to evaluate the

City's streets for condition and drivability. Additionally, proposers were requested to recommend a Pavement Management Software solution to assist the City with capital expenditure budgeting and project planning. Dude Solutions, Inc., (now Brightly Software, Inc.), was selected as the lowest, most responsive bid for the software agreement for the street assessment data and was awarded a Master Subscription Agreement.

Amendment No. 3, approved by Director of Purchasing, Naomi Hedden, provided for a modification to the original agreement for additional services for specialty City-owned facilities. This Resolution transfers the funds from the Public Works operating budget for contract services.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$7,097.89 shall be transferred from the "2023" Public Works operating budget for contract services to Public Works Asset Management Project No. CI2210.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution will result in a lack of funding for the additional services.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 21-041B Executed Amendment No. 3

RESOLUTION NO. 15452

A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF \$7,097.89 FROM THE "2023" PUBLIC WORKS OPERATING BUDGET FOR CONTRACT SERVICES, FOR PROJECT NO. 21-041 PUEBLO STREET ASSESSMENT PROJECT CONTRACT AMENDMENT NO. 3, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of \$7,097.89 shall be transferred from the "2023" Public Works Operating Budget, Contract Services, to Project No. CI2210, Public Works Asset Management Project.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 26, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK

AMENDMENT NO. 3 TO THE MASTER SUBSCRIPTION AGREEMENT BY AND BETWEEN THE CITY OF PUEBLO AND BRIGHTLY SOFTWARE, INC.

This Amendment No. 3 to the Master Subscription Agreement ("Amendment") is executed and to be effective as of the 20th day of October, 2023 by and between the City of Pueblo, Colorado, a Colorado Municipal Corporation (hereafter referenced as "Subscriber") and Brightly Software, Inc., a Delaware Corporation registered to do business in the State of Colorado, formerly Dude Solutions, Inc. (hereafter referenced as "Brightly"). Subscriber and Brightly are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Subscriber and Brightly entered into that certain Master Subscription Agreement dated the 27th day of October, 2021 (the "Agreement") for Bid 21-041B RFP - Contracting Services for City of Pueblo Street Assessment Project - Software; and

WHEREAS, Subscriber and Brightly desire to modify the Agreement pursuant to the provisions set forth herein;

WHEREAS, to the extent professional services are included in this Amendment, the Professional Services Addendum ("PSA") attached hereto as Exhibit B is expressly incorporated herein by reference.

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

AGREEMENT

1. The Agreement documents shall be amended to add services ("Additional Services"), to include, but not limited to, equipment inventory barcoding services. Brightly shall commence and satisfactorily complete work for the Additional Services according to the Proposal Q-373609 dated August 9, 2023, attached hereto and incorporated herein as Exhibit A, including its responsibilities under the Agreement, and all documentation provided to Subscriber detailing the products, services, and their functions. The Additional Services shall include all usual and customary professional consulting services in connection with Brightly's work.
2. Exhibit A to this Amendment No. 3 outlines the professional services fee schedule for aggregate compensation payable to Brightly for the Additional Services and items, and shall not exceed the maximum amount of \$7,097.89, as set forth in Exhibit A. No compensation shall be paid to Brightly for services required and expenditures incurred in correcting Brightly's mistakes or negligence.
3. Brightly shall be responsible for the professional quality, technical accuracy, and timely completion of Brightly's work, including that performed by Brightly's subconsultants and subcontractors, and including reports and other services.

4. Subject to the Colorado Governmental Immunity Act (CGIA), Brightly shall be responsible for the safety of Brightly's employees in the execution of work under the Agreement and shall provide all necessary safety and protective equipment for said employees, if any.
5. Section 8.2 of the PSA is hereby deleted in its entirety and is of no effect with respect to the Additional Services, this Amendment, and the Agreement.
6. Section 2.2 of the PSA is hereby deleted in its entirety and replaced with the following language:

2.2 Incidental Expenses. If stated in an applicable Order, Subscriber will reimburse Company for travel and related business expenses incurred in connection with Professional Services. If an estimate of incidental expenses is included in the applicable SOW or Order Form, Company will not exceed a 3% inflation of such estimate without the written consent of Subscriber. Should Company not obtain Subscriber's prior written approval for any travel and related business expenses not included in the applicable Order, Subscriber shall not have to pay any associated cost.
7. Before undertaking any work or incurring any expense which Brightly considers beyond or in addition to that described in Exhibit A or otherwise contemplated by the terms of the Agreement or this Amendment, Brightly shall advise Subscriber in writing that (i) Brightly considers the work beyond the scope of the Agreement, (ii) the reasons that Brightly believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Brightly shall not proceed with any out of scope or additional work until authorized in writing by Subscriber. The compensation for such authorized work shall be negotiated. Unauthorized work shall not be compensated.
8. Subscriber Data, Subscriber Content, and Deliverables, (as defined in accordance with the Agreement) prepared or provided by Brightly pursuant to this Amendment shall become the sole property of Subscriber solely for its internal business purposes associated with its use of Company's Services, and Subscriber shall be vested with all rights therein of whatever kind or nature and however created, whether by common law, statute, or equity. Subscriber shall have access at all reasonable times to Subscriber Data, Subscriber Content, and Deliverables and make copies of all notes, plans, reports, and all other data or other documents pertaining to the Deliverables under this Amendment.
9. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
10. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. Except as modified by this Amendment, any obligations to be performed under the 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 Agreement as it existed prior to this Amendment.

21-041B Amendment No. 3

Title: 21-041B RFP - Contracting Services for City of Pueblo Street Assessment Project

11. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties had signed the same original. The Parties further agree that transmission of this Amendment by any electronic format, telecopy or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

BRIGHTLY SOFTWARE, INC.

DocuSigned by:
By Naomi Hedden
66361140B28C0480
Naomi Hedden, Director of Purchasing

DocuSigned by:
By John Simunek
0532D25679F7482
John Simunek, Senior Manger,
Presales, Client Services

DocuSigned by:
Attest Marisa Stoller
7C02EBDFFC3D43C
Marisa Stoller, City Clerk

DocuSigned by:
By Brian Benfer
3DF8B33B8FED413
Brian Benfer, Senior Vice
President of Sales

[SEAL]



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

DocuSigned by:
Alexandria Romero
CAE475A363494D6
Alexandria Romero, Finance Director

APPROVED AS TO FORM

DocuSigned by:
James Wagner
C6F2958E7D78494
James Wagner, City Attorney

Attachments: Exhibit A
Exhibit B
Additional Information for Amendment

**Exhibit A**

Brightly Solutions Proposal dated August 9, 2023

Q-373609

Sourcewell/NJPA purchasing contract

- <https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents> (<https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents>).
- Contract #090320-SDI

Term: 3 months (08/01/2023 - 10/31/2023)

Professional Services		
Item	Pricing Based On	Investment
Custom FCA	One-Time	597.28 USD
Custom PM Schedule	197,467.00 Sq. Ft.	3,208.84 USD
Custom Barcoding	197,467.00 Sq. Ft.	3,291.77 USD
Custom Professional Services	197,467.00 Sq. Ft.	0.00 USD
		Subtotal: 7,097.89 USD
Total Initial Investment		7,097.89 USD

Custom Barcoding

- Partner will remove old asset tags prior to placing new tags on assets.
- Pricing is contingent on Phase 3 occurring (Order form Q-333220: FCA for 411,479 sqft) and both Professional Service offerings being delivered concurrently.



Equipment Inventory Barcoding Service

Purpose

The Equipment Inventory Barcoding Service works with your Brightly Work & Asset Management solution in conjunction with an "Equipment Inventory" (Data Gathering) or a Facility Condition Assessment (FCA) service offering.

Value

Barcoding identifies equipment by assigning a unique number to that equipment item which will then serve as an identifier in your Brightly Work & Asset Management system database allowing for easier identification and tracking of the item. The barcoding of equipment inventory occurs during the onsite equipment data gathering/ collection process.

Deliverables by Brightly to the Client include the following:

- Commercially produced weather resistant barcodes will be applied to the major pieces of equipment covered in the scope of work provided in the Data Gathering or Facility Condition Assessment services.
- Barcode numbers will be available for use at the time equipment inventory data is imported into your Brightly Work & Asset Management solution.

The Brightly Service Provider will make an effort to apply barcodes in a convenient location so the facility's maintenance staff can easily identify them. Based upon our professional expertise, we recommend the following –

- Application of the barcode shall be placed **next to the Data Plate of an Asset**. Placing barcodes in this location ensures that the barcode can be easily identified and associated to the asset in a CMMS software.
- If data plate is not present, or is inaccessible, the barcode will be placed in an accessible area that is easily seen by maintenance technicians, does not detract from the appearance of the equipment, isn't in danger of being tampered with, or will be otherwise destroyed through normal use and cleaning of the asset.

Assumptions

- Purchase of service is made prior to onsite activity. If onsite activity has been completed, custom pricing would be required as a revisit would be needed for the placement of the barcodes.
- For Asset Essentials Clients, determination of 1D (Standard) vs 2D (QR Codes) is required prior to onsite activity. URL creation along with QR code purchase and encoding is needed prior to onsite activity. If determination is not provided prior to onsite activity, 1D (Standard) barcodes will be used.

Invoice Schedule

Invoicing for the Barcoding Service will be provided upon completion of onsite activity at 100%.

**Order Form terms**

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- Payment terms: Net 30
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To"



location provided by Subscriber. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).

- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-373609 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (<mailto:Purchaseorders@Brightlysoftware.com>)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.

Exhibit B**Professional Services Addendum**

THIS PROFESSIONAL SERVICES ADDENDUM ("Addendum") is an addendum to the Master Subscription Agreement (the "Agreement") between Brightly Software ("Company") and Subscriber, as defined in the Agreement. This Addendum applies to the extent that Subscriber and Company execute an Order Form that includes a Statement of Work ("**SOW**") for the provision of Professional Services to be provided by Company for Subscriber.

BY ACCEPTING THIS ADDENDUM, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY RESELLER PURCHASE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS ADDENDUM OR BY OTHERWISE ACCESSING AND USING THE PROFESSIONAL SERVICES, SUBSCRIBER AGREES TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

1. PROFESSIONAL SERVICES.

1.1 Scope. Company will provide such Professional Services and supply Deliverables to Subscriber in accordance with the terms of the Agreement and all applicable SOWs or Order Forms. Unless otherwise specified in an applicable SOW or Order Form: (i) Company will perform the Professional Services during workdays, Monday through Friday, up to 8 hours a day; (ii) any estimate of hours or costs are reasonable, good faith estimates only; and (iii) each task is performed as firm fixed price work or time and materials. Company is only obliged to supply Professional Services as expressly stated in the SOW and shall not be obliged to supply any Professional Services and/or Deliverables until both Parties have approved the applicable SOW.

1.2 Scheduling. Company requires at least 6 weeks advanced notice from the acceptance of an Order Form or reseller purchase to schedule Professional Services delivery dates when travel is required. Onsite Professional Services shall be delivered consecutively in a single onsite visit unless the applicable Order Form or reseller purchase includes the additional fees and incidental expenses associated with multiple visits.

1.3 Unused Professional Services. Unless otherwise specified in the applicable SOW, any unused order for Professional Services will expire 6 months from the date of order, and Subscriber will not be entitled to receive a refund for any fees prepaid for such expired Professional Services.

1.4 Relationship to Other Services. The Addendum is limited to Professional Services and does not convey any right to use any other Company Services. Subscriber agrees that Professional Services is not contingent on the delivery of any future Service functionality or features other than Deliverables, or on any oral or written public comments by Company regarding future Service functionality or features.

1.5 Subscriber Cooperation. Subscriber will cooperate reasonably and in good faith with Company in its performance of Professional Services by: (i) providing access to Subscriber Data, (ii) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Company to perform its obligations under the SOW or Order Form, and (iii) actively participate in scheduled project meetings. Any delays in the performance of Professional Services or delivery of Deliverables caused by Subscriber may result in additional applicable charges for resource time.

1.6 Acceptance. Any Deliverables are stated in the SOW or Order Form. Unless otherwise specified in the applicable SOW, Deliverables will be considered accepted upon Subscriber's written notice thereof (e-mail is sufficient) or two (2) business days from delivery whichever is sooner, provided Subscriber's rejection is limited to failure to materially conform to the SOW's specifications. An effective notice of rejection must specifically disclose the material failure to conform to its specifications. In response to rejection, Company may revise and redeliver the Deliverable, and thereafter the procedures of this Section will repeat.

1.7 Change Order. Changes to Professional Service defined in an Order Form, SOW or reseller purchase, shall require a written Change Order signed by the parties prior to implementation of such change(s). Changes may include, for example, alterations to the Professional Service scope of work, Deliverables or changes to fees or schedule.

2. FEES & PAYMENT TERMS.

2.1 Payment. Subscriber will pay Company the fees specified in each SOW or Order Form contained therein. Unless the SOW or Order Form provides otherwise, Subscriber will pay Company within thirty (30) calendar days from the date of invoice. Where multiple onsite visits are scheduled, the Professional Services, fees and incidental expenses shall be invoiced upon the completion of each visit.

2.2 Incidental Expenses. Subscriber will reimburse Company for travel and related business expenses incurred in connection with Professional Services. If an estimate of incidental expenses is included in the applicable SOW or Order Form, Company will not exceed a 5% inflation such estimate without the written consent of Subscriber.

3. TERM AND TERMINATION.

3.1 Term. Each SOW term shall begin on the effective date specified in the applicable SOW or Order Form and end on the date that the Professional Services are completed. Unless earlier terminated as set forth below, the terms of this Addendum will continue until termination or expiration of the applicable SOW. Termination shall be in accordance with the Agreement.

3.2 Termination. Either party may terminate a SOW or this Addendum for the other's material breach of such SOW or this Addendum, as applicable, on thirty (30) days' written notice, provided that if the other party cures the breach before expiration of such notice period, the SOW will not terminate. Additionally, all SOWs will immediately terminate upon termination or expiration of the Agreement.



3.3 Effect of Termination. Upon termination of a SOW: (1) if such SOW provides for an hourly or per unit fee, Subscriber will pay Company such fee for the work performed up to the date of termination; and (2) if the SOW provides for a fixed fee, Subscriber will pay Company the reasonable value of the Professional Services rendered by Company up to the termination date. Termination of a SOW for any reason, including without limitation for cause, will not terminate any other SOW.

4. PROPRIETARY RIGHTS AND LICENSES.

4.1 Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information as set forth in the Agreement.

4.2 Subscriber Data. Subscriber does not grant to Company any rights in or to Subscriber's intellectual property except such licenses as are required for Company to perform its obligations under the Agreement.

4.3 License for Deliverables. Upon payment of fees due under an applicable SOW or Order Form, Company grants Subscriber a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to copy, maintain, use and run (as applicable) solely for its internal business purposes associated with its use of Company's Services any Deliverables created by Company solely for Subscriber under this Agreement. Company and Subscriber each retain all right, title and interest in their respective Intellectual Property and Company retains all ownership rights in the Deliverables.

5. WARRANTY.

Company represents and warrants that all Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 5, Subscriber's exclusive remedy and Company's entire liability shall be the re-performance of the applicable Professional Services.

6. DISCLAIMER.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH SECTION 5 ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, Company AND ITS THIRD PARTY PROVIDERS DISCLAIM ALL WARRANTIES OF ANY KIND RELATED TO THE DELIVERABLES OR THE PERFORMANCE OF PROFESSIONAL SERVICES HEREUNDER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. Company DOES NOT WARRANT THE RELIABILITY, TIMELINESS, SUITABILITY, OR ACCURACY OF THE DELIVERABLES OR THE RESULTS SUBSCRIBER MAY OBTAIN BY USING THE DELIVERABLES. IN PARTICULAR, Company DOES NOT WARRANT UNINTERRUPTED OR ERROR- FREE OPERATION OF THE DELIVERABLES, THAT THE DELIVERABLES WILL CONTINUE TO FUNCTION WITH ANY SUBSCRIPTION SERVICES AFTER THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, OR THAT Company WILL CORRECT ALL DEFECTS OR PREVENT THIRD PARTY DISRUPTIONS OR UNAUTHORIZED THIRD PARTY ACCESS.

7. NON-EXCLUSIVITY OF PROFESSIONAL SERVICES.

Notwithstanding the Confidentiality obligations set forth in Section 8 of the Agreement and this Addendum, Subscriber acknowledges and agrees that (i) multiple Subscribers may require similar Professional Services or Deliverables and that Company may be developing similar Professional Services and Deliverables for other third parties, (ii) Company may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information of Subscriber, (iii) nothing will prohibit Company from developing or having developed for it customizations, configurations, feature, concepts, systems or techniques that are similar to the Deliverables, and (iv) nothing will prohibit Company from re-using with another Subscriber or making generally available as part of Subscription Services all or part of any customization, configuration, feature, concept, system or technique developed hereunder.

8. IP INDEMNITY.

8.1 Indemnification by Company. In addition to the indemnification obligations set forth in Section 6 of the Agreement and subject to this Addendum, Company will (i) defend, or at its option settle, any claim, demand, action or legal proceeding ("**Claim**") made or brought against Subscriber by a third party alleging that the use of the Deliverable(s) as contemplated hereunder directly infringes the intellectual property rights of such third party, and (ii) pay (a) any final judgment or award directly resulting from such Claim to the extent such judgment or award is based upon such alleged infringement or (b) those damages agreed to by Company in a monetary settlement of such Claim. Company's obligations to defend or indemnify will not apply to the extent that a Claim is based on (I) Subscriber Data, Subscriber's or a third party's technology, software, materials, data or business processes; (II) a combination of the Deliverable(s) with non-Company products or services; or (III) any use of the Deliverable(s) not in compliance with this Addendum. In the event of a Claim, Company may, in its discretion and at no cost to Subscriber (A) modify the Deliverable(s) so that they are no longer the subject of an infringement claim, (B) obtain a license for Subscriber's continued use of the Deliverable(s) in accordance with this Addendum, or (C) suspend use of the Deliverable in question and refund to Subscriber a pro rata portion of the fees paid for every month during which Subscriber is prevented from using the infringing Deliverable as a result of such infringement, during the first three years after delivery of such Deliverable.

8.2 Indemnification by Subscriber. To the extent permitted by law and subject to this Addendum, Subscriber will (i) defend, or at its option settle, any Claim made or brought against Company by a third party alleging that (I) Subscriber Data, Subscriber's or a third party's technology, software, materials, data or business processes; (II) a combination of the Deliverables with non-Company products or services; or (III) Subscriber's use of the Deliverables, other than as authorized in this Addendum, violates applicable law or regulations or infringes the intellectual property rights of, or has otherwise harmed, a third party; and (ii) pay (a) any final judgment or award directly resulting from such Claim, or (b) or those damages agreed to in a monetary settlement of such Claim.



THIS SECTION 8 STATES COMPANY'S SOLE OBLIGATION, AND SUBSCRIBER'S SOLE REMEDY, WITH REGARDS TO CLAIMS THAT THE DELIVERABLES INFRINGE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9. LIMITATION OF LIABILITY. IN ADDITION TO THE OBLIGATIONS UNDER THE AGREEMENT, IN NO EVENT SHALL COMPANY, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE TOTAL AMOUNT PAID BY SUBSCRIBER UNDER THE APPLICABLE SOW TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. THE FOREGOING LIMITATION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. UNDER NO CIRCUMSTANCES SHALL COMPANY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR PRODUCTS LIABILITY. NOTHING IN THIS SECTION SHALL LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 4 OF THE AGREEMENT.

10. MISCELLANEOUS

10.1 Order of Precedence. In the event of a conflict, the provisions of an authorized SOW will prevail over those of this Addendum. Neither party's acts nor omissions related to Professional Services, to a SOW, or to this Addendum, including without limitation breach of a SOW or of this Addendum, will give the other party any rights or remedies not directly related to the SOW in question.

10.2 Independent Contractor. The parties are independent contractors and nothing in this Agreement should be construed to create a partnership, agency, joint venture, fiduciary or employment relationship between the parties. Neither party is authorized to make any representation or commitment on behalf of the other party. Each party assumes full responsibility for the actions of its personnel while performing Services and such party will be solely responsible for the supervision, daily direction, control of its personnel and for the payment of all of their compensation.

10.3 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

10.4 Force Majeure. Neither party will be responsible for failure or delay of performance of a SOW if caused by an act of nature, war, hostility or sabotage; an electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than thirty (30) days, either party may cancel unperformed Professional Services upon written notice.

10.5 Non-Solicitation. Except where prohibited by law, during the Term of this Addendum and for twelve (12) months thereafter, Subscriber will not solicit for employment, nor knowingly employ (either as an employee, contractor or agent), any of Company's employees or subcontractors without Company's prior written consent. For the purposes herein, "solicit" does not include broad-based recruiting efforts, including without limitation help wanted advertising and general posting open positions.

10.6 Subcontractors. Company may, in its reasonable discretion, use subcontractors inside or outside the United States to perform any of its obligations hereunder. Company will be responsible for the performance of Professional Services by its personnel (including employees and contractors) and their compliance with Company's obligations under this Addendum, except as otherwise specified herein.

10.7 Severability. If any provision of this Addendum is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Addendum will remain in effect.

11. DEFINITIONS.

11.1 "Change Order" means a Company change order that changes the Professional Services as set forth on a SOW, Order Form or defined in a reseller purchase. Change Orders executed by both parties shall be incorporated by reference into the applicable SOW, Order Form or reseller purchase. A Change Order cannot change Services, as defined in the Agreement to include SaaS applications.

11.2 "Deliverable" means a deliverable under an SOW or Order Form.

11.3 "SOW" means a statement of work describing Professional Services to be provided hereunder, that is entered into between Subscriber and Company or which is incorporated into an Order Form that is entered into between Subscriber and Company. A Company Affiliate that executed an SOW with Subscriber will be deemed to be Company as such term is used in this Agreement. SOWs or Order Forms are deemed incorporated herein by reference.

All other capitalized terms used but not defined herein shall have the respective meanings set forth in the Agreement.

21-041B Amendment No. 3

Title: 21-041B RFP - Contracting Services for City of Pueblo Street Assessment Project

Additional Information for Amendment

Colorado Certificate of Good Standing

Colorado PERA Questionnaire

Insurance Certificates

9/21/23, 10:07 AM

Colorado Secretary of State - Summary



- 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	Brightly Software, Inc.		
Status	Good Standing	Formation date	08/30/2018
ID number	20181690023	Form	Foreign Corporation
Periodic report month	August	Jurisdiction	Delaware
Principal office street address	11000 Regency Pkwy Ste 400, Cary, NC 27518, US		
Principal office mailing address	11000 Regency Pkwy Ste 400, Cary, NC 27518, US		

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

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Brightly Software, 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 20181690023.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 09/20/2023 that have been posted, and by documents delivered to this office
electronically through 09/21/2023 @ 13:15:25.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 09/21/2023 @ 13:15:25 in accordance with applicable law.
This certificate is assigned Confirmation Number 15339866.



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."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 445 SOUTH STREET MORRISTOWN, NJ 07962-1966	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:														
CN101547597-BRIGH-GAWUC-	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : HDI Global Insurance Company</td> <td style="text-align: center;">41343</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co. of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER C : Travelers Casualty & Surety Company</td> <td style="text-align: center;">19038</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : HDI Global Insurance Company	41343	INSURER B : Travelers Property Casualty Co. of America	25674	INSURER C : Travelers Casualty & Surety Company	19038	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : Travelers Casualty & Surety Company	19038														
INSURER D :															
INSURER E :															
INSURER F :															
INSURED BRIGHTLY SOFTWARE, INC. 11000 REGENCY PARKWAY STE 300 CARY, NC 27518															

COVERAGES
CERTIFICATE NUMBER:

NYC-011486580-05

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			GLD1110115	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/PROP AGG \$ INCL \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			TC2J-CAP-7440L34A-TIL-23	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	UB-8P83929A-23-51-K (AOS) UB-8P79233A-23-51-R (AZ, MA, WI)	10/01/2023	10/01/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cyber			CYD5616704S	10/01/2023	10/01/2024	PER CLAIM \$ 5,000,000 AGGREGATE \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: BID 21-041B RFP - CONTRACTING SERVICES FOR CITY OF PUEBLO STREET ASSESSMENT PROJECT

CITY OF PUEBLO, ITS AGENTS, OFFICERS AND EMPLOYEES ARE HEREBY ADDITIONAL INSURED AS OBLIGATED UNDER CONTRACT UNDER THE REFERENCED GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE POLICIES.

CERTIFICATE HOLDER
CANCELLATION

CITY OF PUEBLO, A MUNICIPAL CORPORATION, 230 S. MECHANIC STREET, PUEBLO, CO 81003	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA LLC <i>Justin Brannan</i>
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ACORD 25 (2016/03)

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Certificate Of Completion

Envelope Id: 649A609D25C74A87AD452839328E97C4

Status: Completed

Subject: Complete with DocuSign: 21-041B Brightly Amendment No 3.pdf

Source Envelope:

Document Pages: 14

Signatures: 6

Envelope Originator:

Certificate Pages: 6

Initials: 0

Purchasing

AutoNav: Enabled

230 S Mechanic

Enveloped Stamping: Enabled

Pueblo, CO 81003

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

purchasing@pueblo.us

IP Address: 208.82.107.130

Record Tracking

Status: Original

Holder: Purchasing

Location: DocuSign

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purchasing@pueblo.us

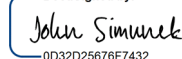
Signer Events

John Simunek

john.simunek@brightlysoftware.com

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Timestamp

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Brian Benfer

brian.benfer@brightlysoftware.com

SVP, Sales

Brightly Software

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

Accepted: 10/13/2023 12:38:06 PM

ID: 85f9ca1f-d406-4fea-926a-1e00e1491465

Naomi Hedden

nchedden@pueblo.us

Director of Purchasing

City of Pueblo

Security Level: Email, Account Authentication
(None)

DocuSigned by:



663514DB28C0490...

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Viewed: 10/16/2023 12:26:48 PM

Signed: 10/16/2023 12:26:51 PM

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

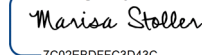
Marisa Stoller

mstoller@pueblo.us

City Clerk

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Viewed: 10/16/2023 1:21:11 PM

Signed: 10/16/2023 1:21:22 PM

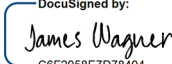
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Teresa May Burns tburns@pueblo.us Purchasing/Contract Administrator City of Pueblo Security Level: Email, Account Authentication (None)	Completed Using IP Address: 208.82.107.130	Sent: 10/20/2023 10:03:27 AM Viewed: 10/20/2023 10:11:42 AM Signed: 10/20/2023 10:11:53 AM
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Christina Garcia christinagarcia@pueblo.us City of Pueblo Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/20/2023 10:11:55 AM Viewed: 10/20/2023 10:29:22 AM
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Notary Events	Signature	Timestamp
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Signing Complete	Security Checked	10/20/2023 10:11:53 AM
Completed	Security Checked	10/20/2023 10:11:55 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 26, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: A RESOLUTION APPROVING AND ACCEPTING THE CANVASS AND ABSTRACT OF VOTES CAST AT THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 7, 2023 AS PART OF A COORDINATED ELECTION WITH PUEBLO COUNTY

SUMMARY:

This Resolution accepts and approves the Abstract of Votes cast at the General Municipal Election dated November 7, 2023 as prepared by the City Clerk.

PREVIOUS COUNCIL ACTION:

Pursuant to Section 5-1-119(1) of the Municipal Code, an Abstract of Votes is prepared by the City Clerk and Approved by the Board of Elections following each General or Special Municipal Election.

BACKGROUND:

Pursuant to Section 5-1-115 of the Pueblo Municipal Code, on Tuesday, November 28, 2023, the City Clerk met with the Pueblo County Clerk and Recorder as part of the 2023 General Election Board of Canvassers of the Election Returns. Following the Canvassing, Candace Rivera, Pueblo County Clerk and Recorder, issued the Official Abstract of Votes signed by each member of the Canvassing Board, which will be submitted to the Secretary of State.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Board of Elections has reviewed the Abstract of Votes as prepared by the City Clerk and has approved the Abstract by Board Resolution.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 2023 11 07 Canvass
2. 2023-3 Election Board Resolution

RESOLUTION NO. 15453

A RESOLUTION APPROVING AND ACCEPTING THE CANVASS AND ABSTRACT OF VOTES CAST AT THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 7, 2023 AS PART OF A COORDINATED ELECTION WITH PUEBLO COUNTY

WHEREAS, the Canvassing for the General Municipal Election held on November 28, 2023 as part of a Coordinated Election with Pueblo County, has been completed; and

WHEREAS, the Board of Elections has unanimously passed and approved a Board Resolution certifying the votes and declaring the results of voting at said General Municipal Election as official; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Resolution of the Board of Elections certifying the votes and declaring the results at said General Municipal Election as official, a copy of which is attached hereto, is hereby approved; and the designation of results therein contained are hereby accepted and adopted.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 26, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK

**TOTAL FOR
DISTRICTS 1, 2, 3, 4
BALLOTS CAST 28,058**

NOVEMBER 7, 2023

MAYOR (TOP TWO TO BE MAYORAL RUNOFF CANDIDATES)										COUNCIL MEMBER AT LARGE (ONE TO BE ELECTED)			COUNCIL MEMBER DISTRICT 2 (ONE TO BE ELECTED)				COUNCIL MEMBER DISTRICT 4 (ONE TO BE ELECTED)		BOARD OF WATER WORKS (Six-Year Term)		CIVIL SERVICE (Six- Year Term)	ISSUE NO. 2A LODGER'S TAX FOR ACCESSIBLE AND AFFORDABLE CHILDCARE			
Larry Atencio										Elvis Martinez			Joe Latino				Roger Gomez		Celeste “ Victoria” Arellano		Dan Archibeque	FOR		AGAINST	
Dennis Flores										Brandon Martin			Gerald Pete Madrid				Vicente Martinez Ortega		Sandy (Sandra) Gutierrez (write in)			12,593		14,955	
Tom Croshal										Mark Aliff			Tom Carrigan				Samuel Hernandez, Jr								
Deryk Trujillo													Samuel Hernandez, Jr				Celeste “ Victoria” Arellano		Dan Archibeque						
Chris Nicoll													Samuel Hernandez, Jr				Celeste “ Victoria” Arellano		Dan Archibeque						
Nick Gradisar													Samuel Hernandez, Jr				Celeste “ Victoria” Arellano		Dan Archibeque						
Heather Graham													Samuel Hernandez, Jr				Celeste “ Victoria” Arellano		Dan Archibeque						
Randy Thurston													Samuel Hernandez, Jr				Celeste “ Victoria” Arellano		Dan Archibeque						
Regina Maestri													Samuel Hernandez, Jr				Celeste “ Victoria” Arellano		Dan Archibeque						
Elvis Martinez													Samuel Hernandez, Jr				Celeste “ Victoria” Arellano		Dan Archibeque						
Brandon Martin													Samuel Hernandez, Jr				Celeste “ Victoria” Arellano		Dan Archibeque						
Mark Aliff													Samuel Hernandez, Jr				Celeste “ Victoria” Arellano		Dan Archibeque						
Joe Latino													Samuel Hernandez, Jr				Celeste “ Victoria” Arellano		Dan Archibeque						
Gerald Pete Madrid													Samuel Hernandez, Jr				Celeste “ Victoria” Arellano		Dan Archibeque						
Tom Carrigan													Samuel Hernandez, Jr				Celeste “ Victoria” Arellano		Dan Archibeque						
Samuel Hernandez, Jr													Samuel Hernandez, Jr				Celeste “ Victoria” Arellano		Dan Archibeque						
Roger Gomez													Samuel Hernandez, Jr				Celeste “ Victoria” Arellano		Dan Archibeque						
Vicente Martinez Ortega													Samuel Hernandez, Jr				Celeste “ Victoria” Arellano		Dan Archibeque						
Celeste “ Victoria” Arellano													Samuel Hernandez, Jr				Celeste “ Victoria” Arellano		Dan Archibeque						
Sandy (Sandra) Gutierrez (write in)													Samuel Hernandez, Jr				Celeste “ Victoria” Arellano		Dan Archibeque						
Dan Archibeque													Samuel Hernandez, Jr				Celeste “ Victoria” Arellano		Dan Archibeque						
FOR													Samuel Hernandez, Jr				Celeste “ Victoria” Arellano		Dan Archibeque						
AGAINST													Samuel Hernandez, Jr				Celeste “ Victoria” Arellano		Dan Archibeque						
1,960										6,242			1,048				2,165		2,308		21,026	12,593		14,955	
3,138										8,727			1,173				986		3,033		20,270				
909										10,818			1,173				986		3,033		20,270				
510										1,646			1,173				986		3,033		20,270				
3,602										1,646			1,173				986		3,033		20,270				
5,675										1,646			1,173				986		3,033		20,270				
6,161										1,646			1,173				986		3,033		20,270				
3,355										1,646			1,173				986		3,033		20,270				
1,987										1,646			1,173				986		3,033		20,270				

WE, THE UNDERSIGNED OFFICIALS OF THE CITY OF PUEBLO, COLORADO, CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT CANVASS AND ABSTRACT OF THE VOTE CAST AT THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 7, 2023 AS PART OF THE COORDINATED ELECTION

 ELECTION BOARD MEMBER	 ELECTION BOARD MEMBER	 ELECTION BOARD MEMBER
--	---	--

ATTEST 



OFFICE OF THE CITY CLERK

RESOLUTION BY THE BOARD OF ELECTIONS

A RESOLUTION CERTIFYING THE VOTES AND DECLARING THE RESULTS OF VOTING AT THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 7, 2023 AS PART OF A COORDINATED ELECTION (OFFICIAL SURVEY OF RETURNS)

WHEREAS, Pursuant to Section 5-1-115 of the Pueblo Municipal Code; the Canvassing Board of Elections met on November 28, 2023 as part of the Canvassing Board for the General Municipal Election, conducted as a Coordinated Election in the City and County of Pueblo, and;

WHEREAS, the Board of Elections proceeded to Canvass the votes cast at said General Municipal Election and make an abstract thereof; NOW THEREFORE, BE IT RESOLVED BY THE PUEBLO BOARD OF ELECTIONS that:

SECTION 1:

The following votes are certified by a vote of 5-0:

MAYOR

4-Year Term Expiring January 10, 2028

• Larry Atencio	1,960	7.18%
• Dennis Flores	3,138	11.50%
• Tom Croshal	909	3.33%
• Deryk Trujillo	510	1.87%
• Chris Nicoll	3,602	13.20%
• Nick Gradisar	5,675	20.79%
• Heather Graham	6,161	22.57%
• Randy Thurston	3,355	12.29%
• Regina Maestri	1,987	7.28%

CITY COUNCIL MEMBER-AT-LARGE

4-Year Term Expiring December 31, 2027

• Elvis Martinez	6,242	24.21%
• Brandon Martin	8,727	33.84%
• Mark Aliff	10,818	41.95%

CITY COUNCIL MEMBER – DISTRICT 2

4-Year Term Expiring December 31, 2027

• Joe Latino	1,646	33.92%
• Gerald Pete Madrid	1,048	21.59%
• Tom Carrigan	1,173	24.17%
• Samuel Hernandez, Jr	986	20.32%

CITY COUNCIL MEMBER – DISTRICT 4
4-Year Term Expiring December 31, 2027

• Roger Gomez	3,033	58.35%
• Vicente Martinez Ortega	2,165	41.65%

MEMBER PUEBLO BOARD OF WATER WORKS
6-Year Term Expiring December 31, 2029

• Celeste "Victoria" Arellano	20,270	89.78%
• Sandy (Sandra) Gutierrez (Write in)	2,308	10.22%

CIVIL SERVICE COMMISSIONER
6-Year Term Expiring December 31, 2029

• Dan Archibeque	21,026	100%
------------------	--------	------

SECTION 2:

The following individuals, having received the top two number of votes for the office of Mayor, are hereby declared candidates for the Mayoral Runoff election, scheduled for January 23, 2024:

Heather Graham	Mayoral Runoff Candidate
Nick Gradisar	Mayoral Runoff Candidate

SECTION 3:

The following individuals, having received the greatest number of votes, are hereby declared elected to the office set opposite their respective names for terms beginning on January 1, 2024:

Mark Aliff	At-Large
Joe Latino	District 2
Roger Gomez	District 4
Celeste "Victoria" Arellano	Member, Board of Water Works
Dan Archibeque	Civil Service Commissioner

SECTION 3:

The following votes are unanimously certified:

BALLOT QUESTION NO. 2A

Lodger's Tax for Accessible and Affordable Childcare

FOR THE ORDINANCE	12,593	45.71%
AGAINST THE ORDINANCE	14,955	54.29%

SECTION 4:

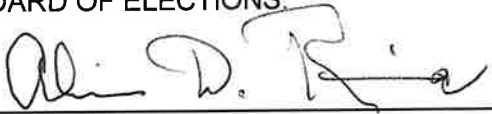
Question 2A: The greatest number of votes cast was "AGAINST THE ORDINANCE" therefore, **QUESTION 2A FAILED**

SECTION 5:

The statements from the abstract of votes prepared by the City Clerk is hereby approved and each member of the Board of Elections shall affix his or her signature thereto, certifying same to be correct and shall endorse and subscribe on such statements their certification of determination required by Section 5-1-119(1) of the Pueblo Municipal Code, as amended.

Adopted this 30th day of November 2023.

BOARD OF ELECTIONS:


Alvin Rivera, Member


Sharon Sullenberger, Member


Marisa Stoller, Member and City Clerk

ATTEST:





Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 26, 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: A RESOLUTION ADOPTING A FEE SCHEDULE FOR APPLICATIONS FOR MATTERS BROUGHT BEFORE THE LAND USE ADMINISTRATIVE OFFICIAL, HISTORIC PRESERVATION COMMISSION, PLANNING AND ZONING COMMISSION, SUBDIVISION REVIEW COMMITTEE, TECHNICAL ADVISORY COMMITTEE, AND ZONING BOARD OF APPEALS AND REPEALING RESOLUTION NUMBER 14808

SUMMARY:

This Resolution adopts a Planning and Community Development Department fee schedule for applications for matters brought before the land use administrative official, and certain committees, boards and commissions, and repeals all previous Resolutions related to the fee schedule. The proposed Resolution and fee schedule changes the fees for Public Notice Fees and the review fee for service plans pertaining to proposed metropolitan districts within the City.

PREVIOUS COUNCIL ACTION:

City Council adopted the current fee schedule, Resolution No. 14808, on February 14, 2022.

BACKGROUND:

Due to the increase in the cost of supplies, postage and staff time it has become necessary to increase the cost of public notice fees. The current Public Notice Fees are \$1 per post card, \$3 for Planning & Zoning Commission public notice posters, \$1 for Zoning Board of Appeals public notice posters. The legal notice advertisement fees are not proposed to be changed. The proposed fee increase is as follows: Public Notice Fees - \$2 per post card, \$5 for Planning & Zoning Commission public notice posters, \$3 for

Zoning Board of Appeals public notice posters. In addition, the fee for the review of service plans pertaining to proposed metropolitan districts within the City is proposed to be changed to \$4,000 which includes the City's cost for outside legal counsel review of the service plans. The current fee of \$500 only covers the cost for the notification of other taxing entities, staff review and preparation of reports, background papers, and resolutions. The City has previously billed the metropolitan district applicants for our outside legal counsel review which has been a challenge to manage the billing and collect payment of these expenses. The cost the City has paid for outside legal counsel has averaged \$3,840 per service plan review. Establishing a fee that covers the cost of both our staff time and the outside legal counsel review costs will remove the process of additional billing and payment of the additional review costs.

FINANCIAL IMPLICATIONS:

The fees will address the need to accommodate more childcare homes and accurately reflect staff time and resources expended on land use applications that are not currently included in the fee schedule.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The fee schedule will remain the same if the Resolution is not approved.

RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

1. FEE SCHEDULE 3-7-23
2. RESOLUTION Fee Schedule 2023 FINAL

RESOLUTION NO. 15454

A RESOLUTION ADOPTING A FEE SCHEDULE FOR APPLICATIONS FOR MATTERS BROUGHT BEFORE THE LAND USE ADMINISTRATIVE OFFICIAL, HISTORIC PRESERVATION COMMISSION, PLANNING AND ZONING COMMISSION, SUBDIVISION REVIEW COMMITTEE, TECHNICAL ADVISORY COMMITTEE, AND ZONING BOARD OF APPEALS AND REPEALING RESOLUTION NUMBER 14808

WHEREAS, Sections 12-4-8, 17-4-5, 17-4-10, 17-4-12, 17-4-29, 17-4-32, 17-4-65, 17-5-37, 17-5-38, 17-6-5, 17-8-13, and 17-12-6 of the Pueblo Municipal Code provide that City Council shall by Resolution establish a schedule of fees, charges and expenses for applications before the Historic Preservation Commission, Land Use Administrative Official, Planning and Zoning Commission, Subdivision Review Committee, Technical Advisory Committee, and Zoning Board of Appeals; and,

WHEREAS, the Pueblo City Council hereby finds and determines that the following fee schedule is fair and reasonable in relation to the cost and expense, both direct and indirect, in providing the identified services and processing the application; NOW THEREFORE,

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

SECTION 1.

In addition to all related costs including postage, legal notices and court reporter fees, the following fee schedule is hereby adopted for applications and certificate requests made to the Land Use Administrative Official (LUA), the Historic Preservation Commission (HPC), the Planning and Zoning Commission (PZ), the Subdivision Review Committee (SRC), the Technical Advisory Committee (TAC), and the Zoning Board of Appeals (ZBA):

Applications	Fees	
Accessory Structure (one, two, or three-family residence)	\$25	LUA
Administrative Determination	\$150	LUA
Annexation	\$500 + \$5 for each acre over 10 acres	PZ
Annexation Agreement Amendment	\$500	LUA
Appeal of Administrative Determination	\$600	ZBA
Awning Over Right of Way	\$25	LUA
Certificate of Appropriateness:		HPC
• Residential (historic landmark)	\$75	
• Non-residential (historic landmark)	\$150	

Applications	Fees	
Certificate of Economic Hardship (related to Certificate of Appropriateness)	\$75	HPC
Certificate of Zoning, or Legal Nonconforming Lot, Structure, or Use	\$50	LUA
Commercial Site Plan	• Landscape Verification: \$0 1st Visit, \$150 2nd Visit, \$300 3rd Visit or More • Large-Scale Development: \$1,000 ≤ 100,000 sf, \$1,500 >100,000 sf • Lighting Plan Review: \$50 • Site Plan Review: \$200 • Tenant Finish or Exterior Remodel (without addition that increases building footprint nor site improvements): \$50	LUA
Continuation of Public Hearing	\$50	ALL
Demolition • Non-residential structure • Residential Structure	• \$150 • \$25	LUA
Demolition Permit Review (designated historic)	\$150	HPC
Extension of Recordation Deadline	\$40	PZ
Limited Use Permit	\$500	ZBA
Marijuana Certificate of Location (cannabis)	\$500	LUA
Marijuana (Retail or Medical) Conditional Use Permit or Renewal (cannabis)	• \$5,000 (medical center, retail store, retail or medical cultivation facility, retail or medical infused product manufacturing) • \$2,500 (retail or medical testing facility)	LUA
Metropolitan District Service Plan Review	• [\$500] <u>\$4,000</u>, includes cost for [plus hourly rate for legal review] legal review of the service plan	LUA
Nomination of Historic District or Landmark	\$150	HPC
Overall Development Plan	\$500 + \$5 For each acre over 10 acres (Note: waived if required as part of an annexation)	PZ
Planned Unit Development, Development Guide/Plan Amendment	\$500	PZ
Planned Unit Development, Site Plan Review or Major Revision	• \$500 1st 50,000 sf • \$500 Each additional 50,000 sf	PZ
Planned Unit Development, Site Plan Review, Minor Revision	• \$250 Dimensional • \$100 Landscape • \$150 Location • \$200 Parking	TAC

Applications	Fees	
Public Notice Fees	• [\$1] <u>\$2</u> Postcard for each address • [\$3] <u>\$5</u> PZ poster • [\$1] <u>\$3</u> ZBA poster • Legal advertisement calculation based on number of cases per meeting.	ALL
Rearrangement of Property Boundaries	\$125	SRC
Residential, New Construction or Addition (one, two, or three-family residence)	\$25	LUA
Rezoning • A-1 • A-2 • A-3 • A-4 • R-1, R-2, R-2U, R-3, R-4, R-5, R-6 & R-8 • R-7 • O-1, B-1, B-2, B-3, B-4, BP, I-1, I-2, I-3 • H-B, HARP1, HARP2, HARP3 • CCN, RCN • S-1, S-2, S-3, S-4, S-5 • MPCD, PUD	• \$90 + \$0.65 per acre (0-100 acres) + 0.40 each additional acre • \$90 + \$4 per acre • \$90 + \$18 per acre • \$90 + \$35 per acre • \$90 + \$75 1st acre + \$20 each additional acre • \$90 + \$150 1st acre + \$40 each additional acre • \$90 + \$125 1st acre + \$30 each additional acre • \$90 + \$125 1st acre + \$30 each additional acre • \$90 + \$125 1st acre + \$30 each additional acre • \$90 + \$25 1st acre + \$10 each additional acre • \$500 base fee + \$50 per acre	PZ
Sign Plan Review	\$95	LUA
Special Area Plan	\$75	PZ
Special Use Permit (Use by Review) • Special Use Permit-Childcare Home/Childcare Center	\$500 No application fee, public notice fees are applicable	ZBA
Specially Requested Hearing (ZBA)	\$1,000	ZBA
Specially Requested Hearing (HPC)	\$150	HPC
Street Name Change	\$175	PZ
Student Housing, Site Plan or Major Revision	\$500 (1 st 50,000 sf) + \$500 (each additional 50,000 sf)	PZ
Student Housing, Minor Revision	\$100	TAC
Subdivision	• \$90 + \$160 per Lot (≤ 10), \$105 Plus per Lot ($\geq 11$) • \$90 Deferred Filing • \$50 Deferred Filing Plus per Lot • \$190 Final or Amendment to Recorded Plat	PZ
Vacation (of street, alley, or other public way)	• \$250 Alley (if not included with Road Vacation) • \$175 Easement • \$325 Road	PZ

Applications	Fees	
	<i>(Note: fees per plat)</i>	
Variance	• \$750 Non-Residential • \$250 Residential	ZBA
Wireless Communication Facilities, (Tower or Antenna,) New or Modification	\$500	LUA

SECTION 2.

Beginning January 1, 2024, the fees contained in this Resolution will be adjusted annually based on the rate of inflation and rounded to the nearest whole number.

SECTION 3.

The City of Pueblo is hereby exempt from the payment of fees established by this Resolution.

SECTION 4.

Resolution Number 14808 is hereby repealed as of December 26, 2023.

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon final approval.

INTRODUCED: December 26, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK

FEE SCHEDULE

Applications	Fees	
Accessory Structure (one, two, or three-family residence)	\$25	LUA
Administrative Determination	\$150	LUA
Annexation	\$500 + \$5 for each acre over 10 acres	PZ
Annexation Agreement Amendment	\$500	LUA
Appeal of Administrative Determination	\$600	ZBA
Awning Over Right of Way	\$25	LUA
Certificate of Appropriateness: - Residential (historic landmark) - Non-residential (historic landmark)	\$75 \$150	HPC
Certificate of Economic Hardship (related to Certificate of Appropriateness)	\$75	HPC
Certificate of Zoning, or Legal Nonconforming Lot, Structure, or Use	\$50	LUA
Commercial Site Plan	- Landscape Verification: \$0 1st Visit, \$150 2nd Visit, \$300 3rd Visit or More - Large-Scale Development: \$1,000 ≤ 100,000 sf, \$1,500 >100,000 sf - Lighting Plan Review: \$50 - Site Plan Review: \$200 - Tenant Finish or Exterior Remodel (without addition that increases building footprint nor site improvements): \$50	LUA
Continuation of Public Hearing	\$50	ALL
Demolition - Non-residential structure - Residential Structure	\$150 \$25	LUA
Demolition Permit Review (designated historic)	\$150	HPC

Applications	Fees	
Extension of Recordation Deadline	\$40	PZ
Limited Use Permit	\$500	ZBA
Marijuana Certificate of Location (cannabis)	\$500	LUA
Marijuana (Retail or Medical) Conditional Use Permit or Renewal (cannabis)	• \$5,000 (medical center, retail store, retail or medical cultivation facility, retail or medical infused product manufacturing) • \$2,500 (retail or medical testing facility)	LUA
Metropolitan District Service Plan Review	• \$500, plus hourly rate for legal review	
Nomination of Historic District or Landmark	\$150	HPC
Overall Development Plan	\$500 + \$5 For each acre over 10 acres (Note: waived if required as part of an annexation)	PZ
Planned Unit Development, Development Guide/Plan Amendment	\$500	PZ
Planned Unit Development, Site Plan Review or Major Revision	• \$500 1st 50,000 sf • \$500 Each additional 50,000 sf	PZ
Planned Unit Development, Site Plan Review, Minor Revision	• \$250 Dimensional • \$100 Landscape • \$150 Location • \$200 Parking	TAC
Public Notice Fees	• \$1 Postcard for each address • \$3 PZ poster • \$1 ZBA poster • Legal advertisement calculation based on number of cases per meeting.	ALL
Rearrangement of Property Boundaries	\$125	SRC
Residential, New Construction or Addition (one, two, or three-family residence)	\$25	LUA
Rezoning • A-1 • A-2 • A-3 • A-4 • R-1, R-2, R-2U, R-3, R-4, R-5, R-6 & R-8 • R-7	• \$90 + \$0.65 per acre (0-100 acres) + 0.40 each additional acre • \$90 + \$4 per acre • \$90 + \$18 per acre • \$90 + \$35 per acre • \$90 + \$75 1st acre + \$20 each additional acre • \$90 + \$150 1st acre + \$40 each additional acre	PZ

Applications	Fees	
• O-1, B-1, B-2, B-3, B-4, BP, I-1, I-2, I-3 • H-B, HARP1, HARP2, HARP3 • CCN, RCN • S-1, S-2, S-3, S-4, S-5 • MPCD, PUD	• \$90 + \$125 1st acre + \$30 each additional acre • \$90 + \$125 1st acre + \$30 each additional acre • \$90 + \$125 1st acre + \$30 each additional acre • \$90 + \$25 1st acre + \$10 each additional acre • \$500 base fee + \$50 per acre	
Sign Plan Review	\$95	LUA
Special Area Plan	\$75	PZ
Special Use Permit (Use by Review) • Special Use Permit-Childcare Home/Childcare Center	\$500 No application fee, public notice fees are applicable	ZBA
Specially Requested Hearing (ZBA)	\$1,000	ZBA
Specially Requested Hearing (HPC)	\$150	HPC
Street Name Change	\$175	PZ
Student Housing, Site Plan or Major Revision	\$500 (1 st 50,000 sf) + \$500 (each additional 50,000 sf)	PZ
Student Housing, Minor Revision	\$100	TAC
Subdivision	• \$90 + \$160 per Lot (≤ 10), \$105 Plus per Lot ($\geq 11$) • \$90 Deferred Filing • \$50 Deferred Filing Plus per Lot • \$190 Final or Amendment to Recorded Plat	PZ
Vacation (of street, alley, or other public way)	• \$250 Alley (if not included with Road Vacation) • \$175 Easement • \$325 Road (Note: fees per plat)	PZ
Variance	• \$750 Non-Residential • \$250 Residential	ZBA
Wireless Communication Facilities, (Tower or Antenna,) New or Modification	\$500	LUA

RESOLUTION NO. _____

A RESOLUTION ADOPTING A FEE SCHEDULE FOR APPLICATIONS FOR MATTERS BROUGHT BEFORE THE LAND USE ADMINISTRATIVE OFFICIAL, HISTORIC PRESERVATION COMMISSION, PLANNING AND ZONING COMMISSION, SUBDIVISION REVIEW COMMITTEE, TECHNICAL ADVISORY COMMITTEE, AND ZONING BOARD OF APPEALS AND REPEALING RESOLUTION NUMBER 14808

WHEREAS, Sections 12-4-8, 17-4-5, 17-4-10, 17-4-12, 17-4-29, 17-4-32, 17-4-65, 17-5-37, 17-5-38, 17-6-5, 17-8-13, and 17-12-6 of the Pueblo Municipal Code provide that City Council shall by Resolution establish a schedule of fees, charges and expenses for applications before the Historic Preservation Commission, Land Use Administrative Official, Planning and Zoning Commission, Subdivision Review Committee, Technical Advisory Committee, and Zoning Board of Appeals; and,

WHEREAS, the Pueblo City Council hereby finds and determines that the following fee schedule is fair and reasonable in relation to the cost and expense, both direct and indirect, in providing the identified services and processing the application; NOW THEREFORE,

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

SECTION 1.

In addition to all related costs including postage, legal notices and court reporter fees, the following fee schedule is hereby adopted for applications and certificate requests made to the Land Use Administrative Official (LUA), the Historic Preservation Commission (HPC), the Planning and Zoning Commission (PZ), the Subdivision Review Committee (SRC), the Technical Advisory Committee (TAC), and the Zoning Board of Appeals (ZBA):

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• Residential (historic landmark)	\$75	
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Applications	Fees	
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Continuation of Public Hearing	\$50	ALL
Demolition • Non-residential structure • Residential Structure	• \$150 • \$25	LUA
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Extension of Recordation Deadline	\$40	PZ
Limited Use Permit	\$500	ZBA
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Marijuana (Retail or Medical) Conditional Use Permit or Renewal (cannabis)	• \$5,000 (medical center, retail store, retail or medical cultivation facility, retail or medical infused product manufacturing) • \$2,500 (retail or medical testing facility)	LUA
Metropolitan District Service Plan Review	• [\$500] <u>\$4,000</u>, includes cost for [plus hourly rate for legal review] legal review of the service plan	LUA
Nomination of Historic District or Landmark	\$150	HPC
Overall Development Plan	\$500 + \$5 For each acre over 10 acres (Note: waived if required as part of an annexation)	PZ
Planned Unit Development, Development Guide/Plan Amendment	\$500	PZ
Planned Unit Development, Site Plan Review or Major Revision	• \$500 1st 50,000 sf • \$500 Each additional 50,000 sf	PZ
Planned Unit Development, Site Plan Review, Minor Revision	• \$250 Dimensional • \$100 Landscape • \$150 Location • \$200 Parking	TAC

Applications	Fees	
Public Notice Fees	• [\$1] <u>\$2</u> Postcard for each address • [\$3] <u>\$5</u> PZ poster • [\$1] <u>\$3</u> ZBA poster • Legal advertisement calculation based on number of cases per meeting.	ALL
Rearrangement of Property Boundaries	\$125	SRC
Residential, New Construction or Addition (one, two, or three-family residence)	\$25	LUA
Rezoning • A-1 • A-2 • A-3 • A-4 • R-1, R-2, R-2U, R-3, R-4, R-5, R-6 & R-8 • R-7 • O-1, B-1, B-2, B-3, B-4, BP, I-1, I-2, I-3 • H-B, HARP1, HARP2, HARP3 • CCN, RCN • S-1, S-2, S-3, S-4, S-5 • MPCD, PUD	• \$90 + \$0.65 per acre (0-100 acres) + 0.40 each additional acre • \$90 + \$4 per acre • \$90 + \$18 per acre • \$90 + \$35 per acre • \$90 + \$75 1st acre + \$20 each additional acre • \$90 + \$150 1st acre + \$40 each additional acre • \$90 + \$125 1st acre + \$30 each additional acre • \$90 + \$125 1st acre + \$30 each additional acre • \$90 + \$125 1st acre + \$30 each additional acre • \$90 + \$25 1st acre + \$10 each additional acre • \$500 base fee + \$50 per acre	PZ
Sign Plan Review	\$95	LUA
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Specially Requested Hearing (HPC)	\$150	HPC
Street Name Change	\$175	PZ
Student Housing, Site Plan or Major Revision	\$500 (1 st 50,000 sf) + \$500 (each additional 50,000 sf)	PZ
Student Housing, Minor Revision	\$100	TAC
Subdivision	• \$90 + \$160 per Lot (≤ 10), \$105 Plus per Lot ($\geq 11$) • \$90 Deferred Filing • \$50 Deferred Filing Plus per Lot • \$190 Final or Amendment to Recorded Plat	PZ
Vacation (of street, alley, or other public way)	• \$250 Alley (if not included with Road Vacation) • \$175 Easement • \$325 Road	PZ

Applications	Fees	
	<i>(Note: fees per plat)</i>	
Variance	• \$750 Non-Residential • \$250 Residential	ZBA
Wireless Communication Facilities, (Tower or Antenna,) New or Modification	\$500	LUA

SECTION 2.

Beginning January 1, 2024, the fees contained in this Resolution will be adjusted annually based on the rate of inflation and rounded to the nearest whole number.

SECTION 3.

The City of Pueblo is hereby exempt from the payment of fees established by this Resolution.

SECTION 4.

Resolution Number 14808 is hereby repealed as of December 26, 2023.

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon final approval.

INTRODUCED: _____

BY: _____
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 26, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION RATIFYING THE REAPPOINTMENT OF STEPHANIE GARCIA TO THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES

SUMMARY:

This Resolution is to ratify an appointment made by the committee that appoints Trustees to the Pueblo City-County Library District Board.

PREVIOUS COUNCIL ACTION:

Appointments to the Pueblo City-County Library District are made on an annual basis selecting individuals to serve five-year terms expiring on December 31st of each year.

BACKGROUND:

Due to the term expiration of Stephanie Garcia, there is one joint City-County appointment to serve a five-year term expiring December 31, 2028 on the Pueblo City-County Library District Board of Trustees.

Pursuant to the December 12, 2002 Memo, Pueblo County Commissioner Zach Swearingen, and City Council members Larry Atencio and Sarah Martinez reviewed the applications and held interviews.

After discussion, the joint committee recommends the reappointment of Stephanie Garcia to serve on the Board of Trustees.

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. 15455

A RESOLUTION RATIFYING THE REAPPOINTMENT OF
STEPHANIE GARCIA TO THE PUEBLO CITY-COUNTY
LIBRARY DISTRICT BOARD OF TRUSTEES

WHEREAS, pursuant to §24-90-108(2)(e) C.R.S., the Committee which recommends appointments of Trustees to the Pueblo City-County Library District; and

WHEREAS, the Committee members reviewed the applications submitted for the Pueblo-City County Library District Board of Trustees and held interviews and have unanimously agreed to recommend Stephanie Garcia to serve a five-year term expiring December 31, 2028; and

WHEREAS, it is now the desire of the Pueblo City Council to ratify this appointment;
NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Stephanie Garcia is hereby reappointed to the Pueblo City-County Library District Board of Trustees to serve a five-year term expiring December 31, 2028.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: December 26, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 26, 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 ESTABLISHING ACCOUNT PROJECT NO. CI2334, PORTABLE EV CHARGERS, TRANSFERRING A TOTAL OF \$338,625.14 FROM VARIOUS ACCOUNTS TO PROJECT NO. CI2334, PORTABLE EV CHARGERS

SUMMARY:

This Resolution establishes project account CI2334, Portable EV Chargers, and transfers a total of \$338,625.14 from various accounts described below into project account CI2334, Portable EV Chargers.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The newly created project, CI2334 - Portable EV Chargers, will provide funding for the purchase of four new Beam Arc 2020 portable EV chargers. Two of the chargers will be used for charging City-owned electric vehicles and two will be made available for public use. The chargers utilize solar power to charge batteries which provide the energy source used to charge vehicles. The procurement of these chargers will preclude the need for installation of new transformers and the construction of additional EV charging infrastructure. As the units are solar powered, there is also no energy cost associated with the use of these chargers. The units are also portable and it is possible to relocate them to different sites as the City's needs change over time.

Funds for this project will initially be provided by a transfer of funds from accounts for multiple completed projects and from the Public Works Department operating budget as detailed below. After purchase of the portable charging stations, the City will be reimbursed by the Colorado Energy Office in the amount of \$161,870.00 for a voucher that the City received to offset the cost of purchasing these chargers.

FINANCIAL IMPLICATIONS:

Funds in the total amount of \$338,625.14 will be transferred from the accounts and in the amounts described below into Project CI2334 - Portable EV Chargers:

Funds in the amount of \$107,311.61 will be transferred from Project CI1502 - Roof Replacements

Funds in the amount of \$6,700.24 will be transferred from Project CI1701 - Fuel Farm Repairs

Funds in the amount of \$5,212.34 will be transferred from Project CI1703 - Outlook & Wills Construction Project

Funds in the amount of \$3,978.00 will be transferred from Project CI1816 - Police Annex Bldg Demo

Funds in the amount of \$7,006.50 will be transferred from Project CI1818 - Public Power Project

Funds in the amount of \$4,765.49 will be transferred from Project CI1821 - Homeless Warming Shelter

Funds in the amount of \$3,198.23 will be transferred from Project CI1905 - Honor Farm-Road Course Overlay

Funds in the amount of \$36,823.61 will be transferred from Project CI1908 - Roof Replacement-City Park Foreman Bldg

Funds in the amount of \$360.00 will be transferred from Project CI1915 - Minnetonka Lake Subdivision

Funds in the amount of \$109,528.78 will be transferred from Project CI2117 - SRDA Bathroom Remodel

Funds in the amount of \$13,147.85 will be transferred from Project CI2212 - Ice Arena Cooling Tower Replacement

Funds in the amount of \$27,466.33 will be transferred from Project CI2320 - Fire Station 6 Land Procurement

Funds in the amount of \$13,126.16 will be transferred from the Public Works Department 2023 operating budget

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve this Resolution will preclude the City from purchasing the portable EV chargers.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15456

A RESOLUTION ESTABLISHING ACCOUNT PROJECT NO. CI2334, PORTABLE EV CHARGERS, TRANSFERRING A TOTAL OF \$338,625.14 FROM VARIOUS ACCOUNTS TO PROJECT NO. CI2334, PORTABLE EV CHARGERS

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Project Account No. CI2334, Portable EV Chargers, is hereby established.

SECTION 2.

Funds in the total amount of \$338,625.14 are hereby transferred from the accounts and in the amounts described below into Project CI2334 - Portable EV Chargers:

(a) Funds in the amount of \$107,311.61 are transferred from Project CI1502 - Roof Replacements

(b) Funds in the amount of \$6,700.24 are transferred from Project CI1701 - Fuel Farm Repairs

(c) Funds in the amount of \$5,212.34 are transferred from Project CI1703 - Outlook & Wills Construction Project

(d) Funds in the amount of \$3,978.00 are transferred from Project CI1816 - Police Annex Bldg Demo

(e) Funds in the amount of \$7,006.50 are transferred from Project CI1818 - Public Power Project

(f) Funds in the amount of \$4,765.49 are transferred from Project CI1821 - Homeless Warming Shelter

(g) Funds in the amount of \$3,198.23 are transferred from Project CI1905 - Honor Farm-Road Course Overlay

(h) Funds in the amount of \$36,823.61 are transferred from Project CI1908 - Roof Replacement-City Park Foreman Bldg

(i) Funds in the amount of \$360.00 are transferred from Project CI1915 - Minnequa Lake Subdivision

(j) Funds in the amount of \$109,528.78 are transferred from Project CI2117 - SRDA Bathroom Remodel

(k) Funds in the amount of \$13,147.85 are transferred from Project CI2212 - Ice Arena Cooling Tower Replacement

(l) Funds in the amount of \$27,466.33 are transferred from Project CI2320 - Fire Station 6 Land Procurement

(m) Funds in the amount of \$13,126.16 will be transferred from the Public Works Department 2023 operating budget (Contract Services - 10140103 53003)

SECTION 3.

Upon completion of the transfers specified in Section 2 of this Resolution, the following project accounts shall be closed:

- (a) CI1502 - Roof Replacements
- (b) CI1701 - Fuel Farm Repairs
- (c) CI1703 - Outlook and Wills Construction Project
- (d) CI1816 - Police Annex Building Demo
- (e) CI1818 - Public Power Project
- (f) CI1821 - Homeless Warming Shelter
- (g) CI1905 - Honor Farm-Road Course Overlay
- (h) CI1908 - Roof Replacement-City Park Foreman Bldg
- (i) CI1915 - Minnequa Lake Subdivision
- (j) CI2117 - SRDA Bathroom Remodel
- (k) CI2212 - Ice Arena Cooling Tower Replacement
- (l) CI2320 - Fire Station 6 Land Procurement

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 26, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 26, 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 ESTABLISHING PROJECT ED2305, THE POPE BLOCK BUILDING GENERATOR ROOF MEMBRANE REPLACEMENT PROJECT, TRANSFERRING \$30,000 FROM 41300000-56901, PROJECTS TO BE DETERMINED TO ED2305, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$30,000, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance creates account Project ED2305 for the Pope Block Building Generator Roof Membrane Replacement Project, transfers funds in the amount of \$30,000.00 from 41300000-56901, Projects to be Determined to ED2305 Pope Block Building Generator Roof Membrane Replacement Project, and budgets and appropriates funds totaling \$30,000.00 for the Project.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

In anticipation of a project to replace the roof membrane at the Pope Block building generator room, a project needs to be established and funds need to be transferred to the account.

FINANCIAL IMPLICATIONS:

The funds in the amount of \$30,000.00 are being transferred from 41300000-56901, Projects to be Determined to ED2305.

Funds in the amount of \$30,000.00 shall be budgeted and appropriated.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE ESTABLISHING PROJECT ED2305, THE POPE BLOCK BUILDING GENERATOR ROOF MEMBRANE REPLACEMENT PROJECT, TRANSFERRING \$30,000 FROM 41300000-56901, PROJECTS TO BE DETERMINED TO ED2305, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$30,000, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

Project ED2305, Pope Block Building Generator Roof Membrane Replacement Project, is hereby established.

SECTION 2.

Funds in the amount of \$30,000.00 are hereby transferred from account 41300000-56901 into account Project ED2305, Pope Block Building Generator Roof Membrane Replacement Project, and budgeted and appropriated for project ED2305.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 26, 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 ESTABLISHING PROJECT ED2307, THE POPE BLOCK BUILDING GENERATOR FENCING PROJECT, TRANSFERRING \$25,000 FROM 41300000-56901, PROJECTS TO BE DETERMINED TO ED2307, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$25,000, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance creates account Project ED2307 for the Pope Block Building Generator Fencing Project, transfers funds in the amount of \$25,000.00 from 41300000-56901, Projects to be Determined to ED2307 Pope Block Building Generator Fencing Project, and budgets and appropriates funds totaling \$25,000.00 for the Project.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

In anticipation of a project to replace the fencing around the generator at the Pope Block building, a project needs to be established and funds need to be transferred to the account.

FINANCIAL IMPLICATIONS:

The funds in the amount of \$25,000.00 are being transferred from 41300000-56901, Projects to be Determined to ED2307.

Funds in the amount of \$25,000.00 shall be budgeted and appropriated.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE ESTABLISHING PROJECT ED2307, THE POPE BLOCK BUILDING GENERATOR FENCING PROJECT, TRANSFERRING \$25,000 FROM 41300000-56901, PROJECTS TO BE DETERMINED TO ED2307, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$25,000, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

Project ED2307, Pope Block Building Generator Fencing Project, is hereby established.

SECTION 2.

Funds in the amount of \$25,000.00 are hereby transferred from account 41300000-56901 into account Project ED2307, Pope Block Building Generator Fencing Project, and budgeted and appropriated for project ED2307.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 26, 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 ESTABLISHING PROJECT ED2306, THE POPE BLOCK BUILDING ELEVATOR SHAFT REPAIR PROJECT, TRANSFERRING \$10,000 FROM 41300000-56901, PROJECTS TO BE DETERMINED TO ED2306, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$10,000, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance creates account Project ED2306 for the Pope Block Building Elevator Shaft Repair Project, transfers funds in the amount of \$10,000.00 from 41300000-56901, Projects to be Determined to ED2306 Pope Block Building Elevator Shaft Repair Project, and budgets and appropriates funds totaling \$10,000.00 for the Project.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

In anticipation of a project to repair the elevator shaft at the Pope Block building, a project needs to be established and funds need to be transferred to the account.

FINANCIAL IMPLICATIONS:

The funds in the amount of \$10,000.00 are being transferred from 51300000-56901, Projects to be Determined to ED2306.

Funds in the amount of \$10,000.00 shall be budgeted and appropriated.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE ESTABLISHING PROJECT ED2306, THE POPE BLOCK BUILDING ELEVATOR SHAFT REPAIR PROJECT, TRANSFERRING \$10,000 FROM 41300000-56901, PROJECTS TO BE DETERMINED TO ED2306, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$10,000, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

Project ED2306, Pope Block Building Elevator Shaft Repair Project, is hereby established.

SECTION 2.

Funds in the amount of \$10,000.00 are hereby transferred from account 41300000-56901 into account Project ED2306, Pope Block Building Elevator Shaft Repair Project, and budgeted and appropriated for project ED2306.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 26, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Laura Solano, Chief of Staff

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A SUBGRANT IN THE AMOUNT OF \$20,000.00 FROM THE PUEBLO COUNTY DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT ON BEHALF OF THE PUEBLO FOOD PROJECT, BUDGETING AND APPROPRIATING \$20,000.00 TO PROJECT NO. 2333, AND AUTHORIZING THE MAYOR'S SIGNATURE OF THE GRANT AGREEMENT

SUMMARY:

Attached is an Ordinance approving and accepting a subgrant in the amount of \$20,000.00 from the Pueblo County Department of Public Health and Environment awarded to the Pueblo Food Project budgeting and appropriating \$20,000.00 to Project No. 2333 and authorizing the Mayor's signature of the grant agreement.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The Pueblo County Department of Public Health and Environment received funding to begin work on decreasing the consumption of sugary/sweet beverages in Pueblo County. In August and September 2022, the Pueblo Food Project assisted in grant writing and planning. The grant was awarded to PDPHE in July 2023. Pueblo Food Project's agreed upon work on the grant will begin January 2024.

FINANCIAL IMPLICATIONS:

This \$20,000.00 will be received for the stated purpose without any in-kind match on the part of the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not accept the donation and return the funds.

RECOMMENDATION:

Approval of Ordinance.

ATTACHMENTS:

1. 12-26-23 PFP PDPHE Grant Health Beverages for All Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A SUBGRANT IN THE AMOUNT OF \$20,000.00 FROM THE PUEBLO COUNTY DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT ON BEHALF OF THE PUEBLO FOOD PROJECT, BUDGETING AND APPROPRIATING \$20,000.00 TO PROJECT NO. 2333, AND AUTHORIZING THE MAYOR'S SIGNATURE OF THE GRANT AGREEMENT

WHEREAS, a grant award was given by The Pueblo County Department of Public Health and Environment in the amount of \$20,000.00, intended to partner with the Pueblo Food Project in the intended grant work.

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

SECTION 1.

City Council authorizes the acceptance of \$20,000.00 from The Pueblo County Department of Public Health and Environment to the City of Pueblo - Pueblo Food Project. The Grant Agreement Local Food Purchasing Assistance ("Agreement") between the Pueblo Food Project and Colorado Department of Human Services, a copy of which is attached hereto, is hereby approved, and the Mayor's signature thereon is ratified.

SECTION 2.

Project No. CI2333 is hereby created. The funds in the amount of \$20,000.00 shall be accepted pursuant to the Agreement and are hereby budgeted and appropriated into Project No. CI2333.

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 effectuate the transactions described herein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

AGREEMENT FOR HEALTHY BEVERAGES FOR ALL

THIS AGREEMENT entered into as of January 1, 2024, by and between the Pueblo Department of Public Health and Environment (“Department”) and City of Pueblo- Pueblo Food Project (“Contractor”).

WHEREAS, Department desires to engage and Contractor desires to perform the work and services described in Exhibit A (“Services”) attached hereto; and

WHEREAS, Contractor represents that Contractor is qualified by training, education, and experience to perform said Services.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein Department and Contractor agree as follows:

1. Contractor shall perform and provide all services for *Healthy Beverages for All* as more specifically described in Exhibit A, which is incorporated herein by this reference. Contractor shall provide said Services as per the established completion schedule for the Services and agreed upon work hours. Contractor shall be under the general supervision of Department as to the results and end product of the Services and shall report to the Director of the Department or his/her designee.

2. As consideration for Services performed herein by Contractor, Department will pay the sum of \$20,000 as described in Exhibit A, which is incorporated herein by this reference. Contractor shall submit an invoice quarterly by the 5th of the month submitted for a total not exceed \$20,000. The approved invoice will be paid to the Contractor by the end of the month.

3. **CONTRACTOR:**

The parties understand and agree that Contractor shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of the Department, and shall be responsible for, and obligated to pay, all withholding taxes, social security, unemployment, worker's compensation, and/or other taxes and shall indemnify and hold the Department harmless from and against any and all claims for the same period. Contractor acknowledges and agrees that all its personnel are its employees only, and not employees or agents of the Department for any purpose whatsoever, including for purposes of Worker's Compensation.

4. **TERM/TERMINATION:**

A. Unless sooner terminated as provided herein, the term of this Agreement shall commence September 1, 2023, and shall remain in effect until June 30, 2024. Contractor understands and agrees that this Agreement is expressly made subject to annual appropriation of funds by Department for its continuance including the receipt of funds from the State of Colorado and upon failure of Department to appropriate funds for this Agreement said Agreement shall be terminated without liability to Department.

B. This Agreement may be terminated by either party upon thirty (30) days prior written notice. In addition, Department may terminate this Agreement immediately if (i) Department funding for the Services is terminated, (ii) Contractor fails to timely and satisfactorily perform the Services, (iii) or Contractor is in default under any provision of this Agreement.



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5. INSURANCE:

Contractor shall, at its sole cost and expense, procure and maintain during the entire period of its performance hereunder the following coverage and limits of insurance with companies acceptable to Department:

- A. Worker's Compensation (including occupational disease), and Employer's Liability insurance in accordance with any applicable worker's compensation laws on all owners, employees, servants and/or agents connected with or engaged in the performance of Contractor's obligations hereunder.
- B. Commercial General Liability insurance with personal injury and property damage limits at a combined single limit of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 general aggregate. Said policy(ies) shall include Completed Operations and/or Product Liability coverage and Contractual Liability coverage for any liability assumed under the terms of this Agreement and shall name the Department as Additional Insured.
- C. Automobile Liability insurance on all automobiles and vehicles, whether owned or hired, with personal injury and property damage limits at a combined single limit of not less than \$1,000,000.00 per accident.

Coverages enumerated in this insurance provision represent only the minimum insurance required by Department, and Contractor should rely on its expertise to obtain any additional insurance coverage needed for the Department and Contractor in its performance hereunder. The Contractor's liability insurance must establish Pueblo City-County Health Department as "additional insured". If requested by Department, Contractor shall provide Department with certificates of insurance indicating Contractor and its subcontractors are covered by insurance as set forth above and a copy of the "Additional Insured" endorsement, establishing such additional insured status. Where requested and furnished, such certificates must be approved by Department prior to the commencement of any work hereunder. Each such certificate shall provide that Department shall receive thirty (30) days prior written notice of cancellation of such insurance coverage.

6. GOVERNMENT IMMUNITY/COMPLIANCE WITH LAW:

A. During the term of this Agreement, Contractor agrees to comply with all applicable federal, state, and local laws, ordinances, rules and/or regulation. It shall be Contractor's obligation to pay all Colorado real and personal property taxes in a timely fashion. The failure to pay such taxes in a timely fashion shall be considered an automatic breach of this Agreement by Contractor, and Department shall have the sole and exclusive option to immediately terminate this Agreement, without liability to Department, should it so desire.

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

7. Prohibitions on Public Contracts for Services (Including Construction Contracts) regarding Employment of Illegal Aliens:

If Contractor has any employees or subcontractors, Contractor shall comply with the provisions of C.R.S. § 8-17.5-101, *et seq.*, and this Contract. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract; or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this contract.

By execution of this Contract, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor will participate in either the Federal E-Verify Program or the Colorado Department of Labor & Employment's "Department Program" as identified in C.R.S. §§ 8-17.5-

101(3.7) and (3.3), in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

A. Contractor shall not:

- (i) Knowingly employ or contract with an illegal alien to perform work under this Contract; or
- (ii) Enter into a contract with a subcontractor that fails to certify to Contractor/Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.

C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.

D. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall:

- (i) Notify the subcontractor and the Department within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- (ii) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to sub-paragraph (i) above, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

F. If Contractor violates this provision of this Contract, the Department may terminate this contract for breach of contract and the Contractor shall be liable for actual and consequential damages to the Department as required by law.

G. The Department will notify the Office of the Secretary of State if Contractor violates this provision of the Contract and the Department terminates the Contract for such breach.

6. Contractor agrees to abide by all applicable laws, rules and regulations, and administrative rulings of the United States, the State of Colorado, Pueblo County, and any other political subdivision with jurisdiction applicable to the agreement and to hold the Department harmless from and against all claims of any kind associated with the failure of the Contractor to comply. Additionally, Contractor agrees not to refuse to hire, discharge, promote or demote, or discriminate against any person otherwise qualified, in any matter of compensation or benefits, performance or service or otherwise, solely because of race, creed, sex, color, national original or ancestry, age, marital status, physical handicap or religious belief.

7. Contractor assures it will establish safeguards to prohibit its employees, agents, or servants from using the agreement for any purpose, which causes or lends itself to create an appearance of impropriety. Such employees, agenda, or servants shall not seek any personal benefits or private gain for themselves, their families, or others.

8. This Agreement constitutes the entire agreement between the parties with respect to service of the aforementioned equipment and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No variation or modification of this Agreement, and no waiver of any of the Agreement's provisions or conditions, shall be binding unless made in writing and signed by duly authorized representatives of the parties hereto. This Agreement shall be governed by, and construed according to, the laws of the State of Colorado.

9. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors, and assigns. Any delegation or assignment of this Agreement by either party without the prior written consent of the other party shall be void.

10. The headings and titles of this Agreement are inserted for convenience only and shall not affect the interpretation or construction of any of its provisions.

11. Except as set forth elsewhere in this Agreement, 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 proper party at the following addresses:

City of Pueblo- Pueblo Food Project
1 City Hall Place
Pueblo, CO 81003

Pueblo Department of Public Health and Environment
Operations and Health Promotion Division-Davis
101 W. 9th Street
Pueblo, CO 81003

IN WITNESS WHEREOF, the parties have executed this Agreement in Pueblo, Colorado, the day and year written.

City of Pueblo- Pueblo Food Project

Nicholas A. Gradisar, Mayor

Date

Pueblo Department of Public Health and Environment

Randy, Evetts, MPA
Public Health Director

Date

SCOPE OF SERVICES

Exhibit A

This agreement between the Contractor and the Department is intended to apply to those services of the Contractor rendered for the support of the following:

Pueblo Food Project will work with PDPHE and Healthy Beverage Choices for All (HBC4A) to support the Cancer Cardiovascular and Pulmonary Disease (CCPD) grant focused on addressing health inequities and decreasing consumption of unhealthy beverages through education, policy, practice, and environment changes.

This will be accomplished by engaging disproportionately impacted communities and youth alongside health systems, community organizations, and businesses to support the adoption of local sugary drink reduction strategies in the City of Pueblo. The strategies will ensure Pueblo County is a leader in health promotion and racial equity.

Pueblo Food Project will 1) participate in meetings with HBC4A; 2) convening community and/or youth leaders to build community awareness of the harms of sugary drinks and the impact of local sugary drink reduction strategies; 3) model healthy beverage strategies within their own organization; and finally 4) mobilize and engage community residents to support a sugary drink reduction policy in Pueblo County.

Activities and Deliverables:

Participate in meetings with HBC4A

- ☐ Attend at least 5 HBC4A Steering Committee meetings
 - Support community input and recommendations on HBC4A activities
 - Complete bi-annual steering committee effectiveness surveys

Educate community residents on the harms of sugary drinks and the impact of local reduction strategies

- ☐ Outreach to community residents and aligned community organizations to gauge readiness to support sugary drink reduction efforts.
- ☐ Co-coordinate monthly local community coalition meetings with HBC4A LPHA representative
 - Co-convene community residents and partners interested in this work
 - Inform development of educational presentations, talking points, and other community tools
 - Complete bi-annual local coalition effectiveness surveys
- ☐ Co-develop a policy assessment tool
 - Provide input on tool to HBC4A to ensure it resonates with community
 - Support dissemination of tool with local community
- ☐ Co-develop communications tools for educating community members
 - Identify tools (talking points, fact sheets, and commitment cards) to best meet needs of community
 - Inform what is included in tools
- ☐ Disseminate communications tools at community events to build support for policy strategy
 - Identify 15 number of community events to reach and educate community residents
 - Set up an information table
 - Canvass for the support of local sugary drink reduction policy strategy

Model healthy beverage strategies and efforts within own organization

☐ Adopt a healthy meeting and/or non-acceptance of sugary drink industry funding policy

- Learn about model healthy beverage policy guidelines
- Co-develop policy language to utilize within community organization with HBC4A
- Support policy adoption and implementation with support from HBC4A

☐ Update online presence to include educational language supporting sugary drink reduction strategies and/or education on the harms of sugary drinks

- Such as social media posts, newsletter information, and other opportunities to spread information to community network

Mobilize and engage community residents to support a sugary drink reduction strategy in Pueblo County

☐ Educate at least 25 community groups/organizations and businesses

☐ Participate in meetings with stakeholders sharing the importance and impact of policy strategy on community

☐ Participate in at least two communication strategies related to building support the change strategy including: media pieces, radio interviews, quotes to be used in opinion editorials

Approved Budget to cover operating expenses related to the detailed activities: \$20,000

Budget expenses must follow spending guidelines from the Cancer, Cardiovascular and Pulmonary Disease (CCPD) grant program and cannot exceed \$20,000.

Invoices should be on official letterhead, must have an invoice date, an invoice number, include a description of work related to activities outlines in Exhibit A, and the total amount of expenses incurred during that period. Invoices should be emailed quarterly to herschlerd@pueblocounty.us by the 5th of October, January, April and July and will be paid by the end of the month submitted.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 26, 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 GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO AND CARING FOR COLORADO FOUNDATION FOR THE DOTS PROGRAM AND ACCEPTANCE OF \$15,000 FOR PROJECT PS2401 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

The Grant Agreement, administered by the Pueblo Fire Department, is for identifying and providing ramps in the community for the DOTS Program (Directing Others To Services) through financial assistance. The amount of \$15,000 will be placed in project number PS2401 for said purpose.

PREVIOUS COUNCIL ACTION:

Not applicable

BACKGROUND:

The Pueblo Fire Department works closely in partnership with other agencies in the community to help citizens with physical resources such as providing ramps for access to their homes. The Directing Others to Services (DOTS) program is a community based program whose purpose is to connect community members with these resources.

FINANCIAL IMPLICATIONS:

Administration of the DOTS program.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO AND CARING FOR COLORADO FOUNDATION FOR THE DOTS PROGRAM AND ACCEPTANCE OF \$15,000 FOR PROJECT PS2401 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The Grant Agreement, attached hereto, after being approved by the City Attorney, is hereby approved, and the grant funds of \$15,000 is to be placed in project PS2401 for use in the DOTS program, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 26, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, AND OTERO COUNTY RELATING TO MUTUAL AID IN THE PROVISION OF FIRE PROTECTION AND OTHER EMERGENCY SERVICES

SUMMARY:

This ordinance approves an IGA with Otero County for mutual fire protection and other emergency services. The IGA is attached hereto.

PREVIOUS COUNCIL ACTION:

City Council has approved IGA's with for mutual aid for fire prevention in Ordinance No. 9266 with Rye Fire Protection District, Pueblo Rural Fire District, Pueblo West Metropolitan District, City of Boone, Colorado, West Park Volunteer Fire District, and Beulah Fire Protection and Ambulance District.

BACKGROUND:

When dealing with incidents and potential incidents that are beyond the response capacity of any organization, it is important to have a plan for increasing capacity. In the fire service, other neighboring agencies are looked at o provide that increased capacity. This agreement provides the means to access additional resources in times of increased demand at no cost for the first 24hoursof the incident. It is important to understand that this agreement does not require any agency to provide aid, if for any reason, they are unable to do so at any given time.

This mutual aid agreement between the City and Otero County will replace the 1986 reciprocal hazardous materials incident assistance agreement. The new agreement covers the emergency aid given and received between the signing agencies. This new agreement clearly defines the time periods of assistance and the mechanism for recovering costs associated with aid that goes beyond the agreed upon time periods of "mutual aid".

FINANCIAL IMPLICATIONS:

Reimbursement of consumables to Otero County after the 24 hours has expired for the incident.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

Greater deficiencies in fire protection and emergency services.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Otero County Resolution 23-205

ORDINANCE NO.

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, AND OTERO COUNTY RELATING TO MUTUAL AID IN THE PROVISION OF FIRE PROTECTION AND OTHER EMERGENCY SERVICES

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

SECTION 1.

The Intergovernmental Agreement between Pueblo, a municipal corporation and Otero County, Colorado, a political subdivision of the State of Colorado relating to mutual aid in the provision of fire protection and other emergency services, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

RESOLUTION NO. 23- 205

**THE BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO**

**APPROVING THE MUTUAL AID AGREEMENT FOR ALL HAZARD RESPONSE
SERVICES**

WHEREAS, to establish the terms and conditions by which the listed parties (Collectively the “Parties” and individually the “Party”) may request aid and assistance from the other Party with respect emergency services in responding to a significant event, an emergency or a disaster that exceeds the resources available to the requesting Party, the Parties desire to clarify the role and duties of each Party and have submitted a Mutual Aid Agreement between the following Parties:

- Pueblo, a Municipal Corporation,
- Pueblo County, Colorado, a political subdivision of the State of Colorado,
- Rye Fire Protection District,
- Pueblo Rural Fire District,
- Pueblo West Metropolitan District,
- West Park Volunteer Fire District, and
- Beulah Fire Protection and Ambulance District
- Otero County Sheriff's Office
- Otero County Office of Emergency Management
- Fowler Rural Fire Protection District
- Manzanola Rural Fire Protection District
- Rocky Ford Fire Department
- Rocky Ford Rural Fire Protection District
- City of La Junta Fire Department
- La Junta Rural Fire Protection District
- Cheraw Volunteer Fire Department

WHEREAS, the Colorado General Assembly has authorized such intergovernmental mutual aid agreements by the provisions of Section 29-1-203 C.R.S.; and

WHEREAS, the danger of catastrophes to the public welfare knows no jurisdictional boundary; and

WHEREAS, each of the Parties desire to aid and assist each other by the exchange of services and equipment for the purposes of preserving the health, safety and welfare of their inhabitants; and

RESOLUTION NO. 23- 205 (CONTINUED)

WHEREAS, through cooperation in mutual aid, each Party may have greater resources available to aid their community in time of disaster; and

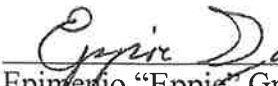
WHEREAS, it is the recommendation of the Pueblo County Sheriff's Office, Emergency Services Bureau, that a Mutual Aid Agreement be entered into with the listed Parties to serve a public purpose and promote the safety, security, and general welfare of the public; and

WHEREAS, this Board concurs with the that recommendation and desires to execute the Mutual Aid Agreement with the Parties regarding request for aid and assistance in responding to requests for aid and assistance from the other Parties with respect to emergency services.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pueblo County, Colorado, that the Mutual Aid Agreement between the Parties regarding request for aid and assistance in responding to a significant event, an emergency, or a disaster, the terms and conditions of which are incorporated herein by this reference, is hereby approved and the Chair of the Board of County Commissioners of Pueblo County, Colorado, is authorized to execute said Agreement on behalf of Pueblo County.

PASSED AND ADOPTED this 21st day of November 2023, in Pueblo County, Colorado.

**THE BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO**

By: 
Epimerio "Eppie" Griego, Chair

ATTEST:

By: 
Candace Rivera, County Clerk

U:\SH-ESB\RES\MWGW Mutual Aid All Hazards Response 2023.DOC

MUTUAL AID AGREEMENT FOR ALL HAZARDS RESPONSE SERVICES BETWEEN THE
AGENCIES OF PUEBLO COUNTY AND OTERO COUNTY

THIS MUTUAL AID AGREEMENT ("MAA"), entered into as of this _____ day of _____ 20__, is made by and between the following parties:

Pueblo, a municipal corporations,
Pueblo County, Colorado, a political subdivision of the State of Colorado,
Rye Fire Protection District,
Pueblo Rural Fire District,
Pueblo West Metropolitan District,
West Park Volunteer Fire District, and
Beulah Fire Protection and Ambulance District
Otero County Sheriff's Office
Otero County Office of Emergency Management
Fowler Rural Fire Protection District
Manzanola Rural Fire Protection District
Rocky Ford Fire Department
Rocky Ford Rural Fire Protection District
City of La Junta Fire Department
La Junta Rural Fire Protection District
Cheraw Volunteer Fire Department

(Collectively the "Parties" and individually the "Party")

WHEREAS, Section 18(2)(a) and (b) of Article XIV of the Colorado Constitution and the Colorado Intergovernmental Relations Statute, Section 29-1-201, et seq., C.R.S. authorizes political subdivisions to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of the Parties, including the sharing of costs, if such agreement sets forth fully the purposes, powers, rights, obligations, and responsibilities, financial or otherwise, of the contracting parties;

WHEREAS, each Party is political subdivision as defined in section 29-1-202(2), C.R.S. and is authorized to provide fire protection and other emergency services including but not limited to fire protection, hazardous material response, extrication, rescue, ambulance, and/or emergency medical services, within their jurisdictional boundaries and under certain circumstances outside their jurisdictional boundaries;

WHEREAS, emergencies may arise in one or another of the jurisdictions of the Parties, resulting in greater demands than a Party's personnel and equipment can handle, or emergencies of such intensity may occur that they cannot be handled by the equipment of a Party in whose jurisdiction the emergency occurs; and

WHEREAS, establishment of a mutual aid agreement will serve a public purpose and will promote the safety, security and general welfare of the public.

NOW THEREFORE, in consideration of the mutual performance of the covenants, agreements and promises set forth herein, the Parties agree as follows:

1. Definitions. The following terms used in this Agreement are defined as follows:

a. "Responding Party" means a Party providing or requested to provide Mutual Aid within the jurisdictional boundaries of the Requesting Party.

b. "Equipment Costs" means the costs set forth in the current FEMA Schedule of Equipment Rate or at the current Cooperator Resource Rate of the Colorado Division of Fire Prevention and Control, whichever rate applies to the event, and if the event does not qualify, it shall be the current Cooperator Resource Rate of the Colorado Division of Fire Prevention and Control.

c. "Personnel Costs" means actual hourly salary/wages paid including overtime plus the cost of the employee's actual fringe benefits. Fringe benefit cost shall be calculated based upon a percentage of the employee's hourly rate of pay.

d. "Mutual Aid" means the provision of personnel and/or equipment from an Responding Party to a Requesting Party to aid the Requesting Party with respect to fire protection and other emergency services.

e. "Requesting Party" means a Party requesting Mutual Aid be provided by a Responding Party within the jurisdictional boundaries of the Requesting Party.

3. Mutual Aid.

a. Any Party to this MAA may request Mutual Aid from another Party. Any request for Mutual Aid shall include a statement of the amount and type of personnel and/or equipment requested, and shall specify the location to which the personnel and/or equipment are to be dispatched. In making any such request for Mutual Aid, the Requesting Party represents that there are sufficient funds appropriated to pay all reimbursements which may be incurred under this MAA, and the Responding Party may rely upon such representation in providing Mutual Aid.

b. Upon receipt of a request for Mutual Aid from the Requesting Party, the Responding Party may dispatch personnel and/or equipment which the Responding Party determines is available. Such determination shall be made at the Responding Party's sole and absolute discretion, which determination shall be final and conclusive. The Responding Party may dispatch less than the amount and type of personnel and/or equipment requested, but the Responding Party may not dispatch personnel and/or equipment which exceeds the amount and type of equipment and or personnel requested without the authorization of the Requesting Party.

c. The Responding Party's personnel and/or equipment shall be released by the Requesting party when the assistance of the Responding Party is no longer required or when the Responding Party determines in its sole and absolute discretion that Responding Party's personnel and/or equipment are needed elsewhere, which determination shall be final and conclusive.

d. The Responding Party's personnel and/or equipment shall be and remain under the control of the Responding Party's commanding officer but will fall into the Requesting Party's command structure. The Responding Party's commanding officer will receive assignments and tasks from the Requesting Party's Incident Commander.

e. Mutual Aid under this MAA shall only be provided within the boundaries of the Requesting Party and shall not be provided to cover areas outside the boundaries of a Requesting Party even if the Requesting Party has an agreement to provide service to another party who is not signatory to this MAA.

f. The Responding Party agrees that the first twenty-four (24) hours of Mutual Aid shall be provided without reimbursement of Personnel Costs and Equipment Costs by the Requesting Party to the Responding Party. For all periods of time following the first twenty-four (24) hours, the Responding Party shall be reimbursed its Personnel Costs and Equipment Costs by the Requesting Party. The twenty-four (24) hour period referenced in this Section shall begin at the time the request is made by the Requesting Party so long as it is within the first operational period. Requests beyond the first operational period will be considered an ongoing operation and as such will be a billable response to the incident. In addition and with respect to said twenty-four (24) hour period, the Requesting Party shall reasonably pursue any and all legal reimbursement possible pursuant to state and federal laws, including but not limited to reimbursement for hazardous materials incidents, and upon full or partial payment, the Requesting Party shall distribute the reimbursement in a fair and equitable manner which is proportionate to the documented expenses of all parties who provided services with respect to the incident upon which the reimbursement is paid. The Parties acknowledge and agree that any distribution for hazardous materials incidents which may be required under this Section or otherwise under this MAA shall not impair or supersede any separate agreement a Party may have presently or hereafter to transfer and deposit any such distribution to the Pueblo County Hazmat Fund.

g. The extension of work beyond the initial twenty-four (24) hour mutual aid period shall be billable to the incident for reimbursement. If a mutual agreement by the parties at the time of the all-hazard incident, the Responding Party may continue to provide assistance beyond the twenty-four (24) hour period without compensation by the Requesting Party.

h. The Requesting Party shall be responsible for providing for or reimbursing the use of firefighting foam, special extinguishing agents, medical equipment and similar consumables when use is requested by the Requesting Party.

i. The Responding Party shall be self sufficient for the first 24 hours after being requested, to include all meals and lodging. After the first 24 hours, the Requesting Party will be responsible for all meals and any lodging at the Requesting Party's preference.

j. The Responding Party will provide the Requesting Party with a bill, invoice, or demand for reimbursement along with a detailed accounting of costs incurred by the Responding Party which are subject to reimbursement pursuant to this MAA no later than sixty (60) days after the conclusion of Mutual Aid.

4. Each Party shall be expected to maintain its equipment and organize its emergency response method with both personnel and equipment to the degree necessary to meet the ordinary and routine fire protection and other emergency services occurring within its boundaries and for which the Party is organized. The Parties recognize that the dispatch of equipment and/or personnel under this MAA is voluntary and is not required, and specifically acknowledge that a Requesting Party shall not expect any other Party to provide Mutual Aid where the request arises due to a failure of the Requesting Party to organize available personnel or maintain equipment in reasonably working order and in sufficient quantity to meet the ordinary and routine fire protection and other emergency services occurring within

its boundaries and for which the Party is organized. Nothing in this Agreement prevents two or more of the Parties from entering into contracts, automatic aid agreements or other methods to meet their responsibilities as agreed between those Parties.

5. Except with respect to the reimbursements agreed to in the above Section 3, each Party waives all claims against the other Party for compensation for any loss, property damage, bodily injury, or death occurring as a direct or indirect consequence of the performance of this MAA. The Parties specifically recognize and agree that no liability of any kind or nature shall be attributed to or be assumed by a Party, its duly authorized agents and personnel, for failure or refusal to provide MutualAid or for withdrawal of Mutual Aid once provided pursuant to the terms of this MAA.

6. Nothing in this MAA shall be construed to alter or modify the status of employment of the personnel with their Party. Employees of a Party shall at all times remain the employees of that Party, and the each Party shall be responsible for worker's compensation coverage of its own employees and all other benefits and requirements of employment including pension, disability, level or types of training, and internal discipline.

7. Each Party is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA including any liability which may accrue by operation of Section 29-5-108, C.R.S. No provision of this MAA shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to each Party by the GIA.

8. This MAA is not intended to, nor should it be construed to, create, affect or extend the legal responsibilities or liabilities of the Parties hereto except as expressly stated herein, nor to create any rights, claims, or benefits or assume any liability for or on behalf of any third party.

9. By signing this MAA, the governing body of each Party is hereby deemed to have approved the provision of Mutual Aid beyond its boundaries, and any Mutual Aid provided pursuant to this MAA shall not require any further approval by the governing body of any Party.

10. All communications made to the parties under this MAA shall be provided at the following address:

Fire Chief
City of Pueblo Fire Department
1551 Bonforte Blvd.
Pueblo, CO 81001

Bureau Chief
Emergency Services Bureau
Pueblo County Sheriff's Office
Pueblo County
101 W. 10th Street
Pueblo, CO 81003

Fire Chief
Rye Fire Protection District
4495 Bent Brothers Blvd./P.O. Box 19190
Colorado City, CO 81019

Fire Chief
Pueblo Rural Fire District
29912 Highway 50 East
Pueblo, CO 81006

Fire Chief
Pueblo West Fire Department
Pueblo West Metropolitan District
P.O. Box 7005
Pueblo West, CO 81007

Fire Chief
West Park Volunteer Fire District
3926 Goodnight Ave.
Pueblo, CO 81005

Fire Chief
Beulah Fire Protection and Ambulance District
PO BOX 826
Beulah, CO 81023

Sheriff
Otero County Sheriff's Office
222 East 2nd St.
La Junta, CO 81050

Fire Chief
City of La Junta Fire Department
601 Colorado Ave/PO Box 489
La Junta, CO 81050

Fire Chief
La Junta Rural Fire Protection District
PO Box 1066
La Junta, CO 81050

Fire Chief
Rocky Ford Fire Department
300 S. Main
Rocky Ford, CO 81067

Fire Chief
Rocky Ford Rural Fire Protection District
300 S. Main
Rocky Ford, CO 81067

Fire Chief
Cheraw Volunteer Fire Department
210 N. 3rd
Cheraw, CO 81030

Fire Chief
Manzanola Rural Fire Protection District
100 S. Railroad/PO Box 177
Manzanola, CO 81058

Fire Chief
Fowler Rural Fire Protection District
215 7th St.
Fowler, CO 81039

Fire Chief
Otero County Emergency Management
411 N. Tenth St.
Rocky Ford, CO 81067

11. Nothing in this MAA shall be construed as creating a partnership, joint venture or the creation of a separate legal entity or be deemed to delegate or be construed as the delegation or assignment of power or authority of any Party to another Party.

12. A Party may terminate their participation in this MAA by giving ninety (90) days prior written notice to all other Parties. One Party's termination shall not cause the termination of this MAA between the other Parties, and the MAA shall continue in effect as to such other Parties. It is understood and acknowledged that the remaining Parties to the MAA will not assign any of their members or equipment to perform temporary firefighting or other duties on behalf of any Party terminating this MAA after the effective date of such termination.

13. All prior reciprocal fire protection or mutual aid agreements to provide fire protection and other emergency services between all or one or more of the Parties are hereby terminated and superseded by this MAA.

14. Miscellaneous.

a. This MAA represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings. This MAA may be amended only by an instrument in writing signed by the Parties. If any provision of this MAA is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this MAA shall continue in full force and effect. This MAA may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement.

b. Each person signing this MAA on behalf of a Party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this MAA on behalf of such Party and that this MAA is a valid and legally binding obligation of such Party enforceable against it in accordance with its terms.

c. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by any Party, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory or charter debt limitation.

d. The provisions of this MAA pertaining to insurance and reimbursement shall survive the expiration of the term of this MAA and termination of this MAA and continue in effect for a period of five years following the termination of this MAA and for such further time as it may take to completely and finally negotiate, settle, or litigate any claim or suit concerning the same.

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

f. This MAA shall not be assigned by any Party without the prior written consent of the Parties, which consent may be granted, denied, or conditioned in the in each of the Party's sole and absolute discretion.

Executed at Pueblo, Colorado, the day and year first above written.

[S E A L]

Pueblo, a Municipal Corporation

ATTEST: _____
City Clerk

By _____
President of the City Council

[SEAL]

Pueblo County, Pueblo County, Colorado, a political subdivision of the State of Colorado

ATTEST: *Eudace River*
Pueblo County Clerk and Recorder

By *Cyril D...*
Chairman of the Board of County Commissioners

[SEAL]

Rye Fire Protection District

ATTEST: _____
Title: _____

By _____
Title: _____

[SEAL]

Pueblo Rural Fire District

ATTEST: _____
Title: _____

By *Michael Forney*
Title: MICHAEL FORNEY - CHIEF

[SEAL]

Pueblo West Metropolitan District

ATTEST: *[Signature]*
Title: Bryan Wane - Fire Chief

By *[Signature]*
Title: S. KINZ - DIV. CHIEF

[SEAL]

West Park Volunteer Fire District

ATTEST: _____
Title: _____

By *[Signature]*
Title: CHIEF

[SEAL]

ATTEST:

Title:


Attn. Chief

Beulah Fire Protection and Ambulance District

By

Title:


Fire Chief

[SEAL]

ATTEST:

Title:


Deputy Chief

City of La Junta Fire Department

By

Title:


Fire Chief

[SEAL]

ATTEST:

Title:


Deputy Chief

La Junta Rural Fire Protection District

By

Title:


Fire Chief

[SEAL]

ATTEST:

Title:


Fire Chief

Rocky Ford Fire Department

By

Title:


Fire Chief

[SEAL]

ATTEST:

Title:


Fire Chief

Rocky Ford Rural Fire Department

By

Title:


Fire Chief

[SEAL]

ATTEST:

Title:


Fire Chief

Cheraw Volunteer Fire Department

By

Title:


Fire Chief

[SEAL]

ATTEST:

Title:


Fire Chief

Manazola Rural Fire Protection District

By

Title:


Fire Chief

[S E A L]

ATTEST: [Signature]
Title: Fire Chief

Fowler Rural Fire Protection District

By Tyler Norris
Title: Fire Chief

[S E A L]

ATTEST: [Signature]
Title: Emergency Manager

Otero County Emergency Management

By Danny Chavez
Title: Emergency Manager

[S E A L]

ATTEST: [Signature]
Title: Fire Chief

Otero County Sheriff

By [Signature]
Title: Sheriff



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 26, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A SUBGRANT IN THE AMOUNT OF \$12,000 FROM THE COLORADO BLUEPRINT TO END HUNGER FOR THE PUEBLO FOOD PROJECT, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, AND BUDGETING AND APPROPRIATING \$12,000 TO PROJECT NO. CI2332

SUMMARY:

Attached is an Ordinance approving and accepting a grant in the amount of \$12,000.00 from the Colorado Blueprint to End Hunger to provide funds for the Pueblo Food Project to promote Healthy School Meals for All. This Ordinance budgets and appropriates the grant funds to Project No. CI2332 and authorizes the Mayor to sign the Grant Agreement.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The Pueblo Food Project ("PFP") has been working in partnership with the Colorado Blueprint to End Hunger to strategize the implementation and marketing of the Healthy School Meals for All ("HSMA") initiative. This grant allocates funding to conduct campaign outreach to hard-to-reach populations about the Healthy School Meals for All program. The goal of this program is to encourage community-based organizations to actively promote the Healthy School Meals for All program at the local level within the communities they work with. PFP was notified of this award on November 12, 2023.

FINANCIAL IMPLICATIONS:

There are no matching funds required for this grant. The City of Pueblo will receive \$12,000.00 for the Pueblo Food Project, which will be given in two lump sums in November 2023 and March 2024. The total grant budget for Project No. CI2332 will be

\$12,000.00.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the proposed Ordinance is not approved, the Pueblo Food Project will not receive the grant funds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 12-26-23 Healthy School Meals SE2 - Grant Recipient Partner Attachment A Statement of Work - Pueblo Food Project_
2. 12-26-23 Healthy School Meals SE2 - Grant Recipient Partner Contract - Pueblo Food Project .docx (1)

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A SUBGRANT IN THE AMOUNT OF \$12,000 FROM THE COLORADO BLUEPRINT TO END HUNGER FOR THE PUEBLO FOOD PROJECT, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, AND BUDGETING AND APPROPRIATING \$12,000 TO PROJECT NO. CI2332

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

SECTION 1.

The Memorandum of Understanding dated July 1, 2023 ("Agreement") between the City of Pueblo, a Municipal Corporation, by and through the Pueblo Food Project, and One Colorado Education Fund, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

Funds in the amount of \$55,000.00 shall be accepted pursuant to the Agreement and budgeted and appropriated to Project No. CI2213.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

Attachment A

Scope of Work

[Pueblo Food Project]

In collaboration with SE2 and Trailhead Institute DBA the Colorado Blueprint to End Hunger

Project Supervisor: Cat Lyons

Start date: November 17, 2023

End date: July 31, 2024

Program Context

The Colorado Blueprint to End Hunger and its media partner SE2 are funding community-based organizations doing on-the-ground work to conduct campaign outreach to hard-to-reach populations about the Healthy School Meals for All program. The goal of this mini-grant reward program is to encourage community-based organizations to actively promote the Healthy School Meals for All program at the local level within the communities they work with.

Program Requirements – Tier 2 (\$12,000)

- Submit a plan outlining your plan to promote the Healthy School Meals for All program. It should include the audience you want to reach and an outline of how funds will be used.
- Conduct at least two outreach activities within the local community (e.g., workshops, community events) to raise awareness about the benefits of Healthy School Meals for All.
- Share regularly social media content on social media platforms -OR- campaign content with the community for at least 3 months.
- Share the impact of your activities! Tell us how many people you talked to at your outreach activities or how many people interacted with your social media content, etc. Tell us what went well and the challenges you faced.
- Collaborate with at least one local school to create a unique piece of content about the Healthy School Meals for All program.
- Create and share at least three pieces of content (e.g., articles, blogs, video, infographics, etc.) to highlight the importance of the program and highlight success stories.

Program Outline

The goals of this proposal include the following:

- Raise Awareness and enthusiasm for expanded school meals to make them the preferred option among families statewide/ Build on broad community support for healthy school meals for all.
- Ensure families fill out income (Benefit) forms, which help school districts increase federal funds.
- Increase overall participation in school meal programs statewide.
- Help school districts recruit food service staff to respond to expanded demand for school meals.
- Increase school and district understanding of local procurement, scratch cooking, and supporting local and culturally relevant foods.

- Improve community knowledge around Healthy School Meals for All through outreach and collaboration with school nutrition programs.
- Educate and support producers in building relationships with schools interested in buying local produce.

Program Overview

The funding provided under this Agreement will enable the **Pueblo Food Project** to promote the Healthy School Meals for All program in your community as a mini-grant recipient.

All materials — including links, files, photo or video content, or other items outlined here— must be delivered to SE2 via email or file transfer by the reporting due date.

If a reporting due date can't be honored, the ambassador must request an extension one week before the reporting due date.

Deliverables	Completion Due Date	Reporting Due Date
<i>Provide a report outlining your efforts, key performance indicators (KPIs), metrics and any content created with Healthy School Meals</i> Share the impact of your activities! Tell us how many people you talked to at your outreach activities or how many people interacted with your social media content, etc. Tell us what went well and the challenges you faced.		7/5/2024

The ambassador agrees to the following deliverables as part of the campaign:

- Contract Dr. Kelly Gehlhoff of Perpetual Harvest LLC for her work in executing the deliverables of this grant, and \$1,000 in volunteer support and economic assistance to the participants of our events
- Host 3 events throughout the timeline of this grant; funds will go towards food, rental space, equipment rentals/purchases, etc.
- Organize a community event demonstrating the benefits of HSMA - Family cooking class with D60 food service staff cooking a school lunch meal
- Purchase supplies for the implementation of this grant: printing expenses, office supplies
- Share regularly social media content on social media platforms -OR- campaign content with the community for a minimum of 3 months
- Create a unique piece of content about HSMA in collaboration with a local school
- Create/share at least 3 unique pieces of content (e.g., articles, blogs, video, infographics, etc.) highlighting the importance and success of HSMA

- Include a plan detailing how you will continue to support the Healthy School Meals for All program beyond the grant period.

Key Program Personnel

List each person who will be working on the program scope of work. All persons working on the program must be United States of America citizens residing in the State of Colorado. The agency reserves the right to verify citizenship using the U.S.A. e-verification program. All personnel and participants must be 18 years of age or have a signed release from parent or guardian of said minor child.

- **List key members of personnel**

Serena Sakkal – serena@pueblofoodproject.org, Dr. Kelly Gehlhoff – kellyphgs@gmail.com

- **Day-to-day contact- Serena Sakkal**

- **Contract contact- Serena Sakkal**

Grant Funding Amount

\$12,000

Grant Funding Schedule

Invoices will be delivered per the schedule below via e-mail.

INSTALLMENT	PAYMENT SENT	PAYMENT
Project initiation Fee (50%)	11/27/2023	\$6,000.00
Project completion fee (50%)	3/30/2024	\$6,000.00

TOTAL PROJECT INVESTMENT: \$12,000

INDEPENDENT PARTNER AGREEMENT

This Agreement ("**Agreement**") is made by and between E-Squared Communications Group, Inc. d/b/a SE2 ("**Agency**") and the City of Pueblo, on behalf of its **Pueblo Food Project** ("**Partner**"), a Colorado municipal corporation, effective as of the date set forth below.

Recitals

Agency is engaged in the business of performing marketing, advertising and other related services for others. Partner is a Colorado municipal corporation that promotes the Healthy School Meals for All program in the State of Colorado. Agency desires to provide Partner with materials and funds (hereafter referred to as "Grant") so that Partner can promote the Healthy School Meals for All program.

Terms & Conditions

1. Services. Partner shall provide media, materials, programs, or other resources to promote the Healthy School Meals for All program. The ("**Services**") for this Grant will be set forth in Attachment A, the "Statement of Work" ("**SOW**"), attached hereto and incorporated herein by reference. The scope of the Services, fees, terms of payment and deadlines for completion of the Services shall be set forth in Attachment A prior to commencement of the Services. The terms of this Agreement shall govern and supersede any conflicting terms of any Attachment or SOW.
2. Grant Award and Funding. Agency shall pay the amount(s) set forth in Attachment A and per the schedule as set forth in Attachment A. Partner shall supply to the Agency copies of all relevant invoices, receipts or other evidence reasonably requested by the Agency showing the awards was used to create or further the Healthy School Meals for all program. The maximum funding available under this Agreement is set forth in Attachment A and Agency is not obligated to fund Partner beyond this amount. The total amount of funding provided to Partner shall be based on actual expenses incurred, Services provided and/or achievement of Project Milestones and Deliverables as set forth herein, including without limitation Attachment A. Grant funds shall only be expended as necessary to carry out the purposes and activities of this Agreement. Grant funds should not be expended by Partner prior to the Start Date of this Agreement.
3. Performance. Partner shall, in compliance with the terms and conditions of this Agreement including all Addenda and Attachments which are hereby fully incorporated herein by reference (collectively, this Agreement and all Addenda and Attachments shall be referred to as the "Agreement"), perform and achieve all services, tasks, responsibilities, and requirements set forth herein, including without limitation the Scope of Work set forth in Attachment A.
4. Responsibilities. Partner agrees to furnish the necessary resources, supplies, materials, services, and otherwise to do all things necessary for the performance of the work described in the SOW, which is incorporated into the Agreement as Attachment A, along with compliance with the Budget required for that performance, which is incorporated into the Agreement as Attachment A. Contractor shall provide written reports in accordance with Attachment A. The timing and regularity of the reports required hereunder are subject to change with prior written notice from Agency. If requested in writing by Agency, Partner agrees to provide such other reports as WICHE or the Foundation may reasonably require.
5. Standards of Work. Partner agrees to perform the Services, complete the Scope of Work, and achieve the requirements of this Agreement in a manner consistent with the level of care and skill ordinarily exercised by partners currently practicing under similar conditions, particularly in reference to restricted or sponsored programs.
6. Term. Subject to approval of the Agency and the provisions for termination as hereinafter provided, the term of this Agreement shall commence on the Start Date or the date this Agreement is fully executed (whichever date is later), and end no later than the End Date (the "Term"), unless the period is extended by modification of

this Agreement, through mutual written agreement of the parties and Foundation approval. The Term of this Agreement may be further divided into "Budget Periods", as defined in Attachment A. Agency may alter and amend the definition of Budget Period from time to time at its discretion or at the direction of the Foundation.

7. Termination. Unless agreed upon by both parties to the Agreement, neither Agency nor Partner may terminate this Agreement during the Term unless the non-breaching party is in material breach of the terms and conditions of this Agreement. If, at any time, a party is found to be in material breach of this Agreement, this Agreement may be terminated by the non-breaching party without prior notice. This Agreement will be automatically terminated in the event that funds under the Grant are discontinued by the Funder for any reason. Such termination will take effect immediately upon written notice sent to Partner by Agency. This Agreement may be modified by Agency in the event that funding priorities under the Grant are modified by the Agency. In the event of termination, if Partner claims any amounts incurred prior to termination, partial payment up to the termination date will be determined by incurrence of allowable cost upon review of Partner's records, subject to availability of Grant funds.

8. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST OR IMPUTED PROFITS ARISING OUT OF THIS CONTRACT.

9. Warranty of Originality of Work; Non-Infringement. Partner represents and warrants to Agency that all Work, and all pre-existing work incorporated by Partner is the original creation of Partner, or, alternatively, that Partner owns the rights thereto or is otherwise legally authorized to use, execute, reproduce, display, perform, distribute copies of, sublicense, or create derivative works therefrom as required to fulfill Partner's obligations pursuant to this Agreement, and that any such Work or pre-existing work is free from infringement and shall not infringe upon the rights of any third party.

10. Access to Records.

10.1 Agency, its auditors, and if necessary, the Funder, will be provided access to Partner's programmatic and financial records upon request.

10.2 Partner will maintain all programmatic and financial records, including, but not limited to:

- records providing a full description of each activity undertaken;
- records demonstrating that each activity undertaken meets the objectives of the Contract;
- records required to determine the eligibility of activities;
- records documenting compliance with all applicable local, state and federal laws, codes and regulations; and financial records required herein and by any other applicable laws, codes, or regulations, including itemized receipts and invoices for all products and services purchased, timesheets for personnel, standard practice documents as normally are required by the Uniform Grant Guidance (

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) etc.

10.3 Partner shall retain all records pertinent to activities and financial expenditures incurred under this Agreement for a period of three years after the date of submission of the final report under this Agreement. Notwithstanding the above, in the event of any litigation, claims, disputes, audits, negotiations, written notification from the federal, state or local agencies or Agency, or other actions that involve any of the records required under this Agreement, then such records must be retained until completion of the litigation, claims, disputes, audits, negotiations, or written notification and resolutions of all related issues, or the expiration of the three-year period, whichever occurs later.

11. Nondisclosure/Confidentiality; Return of Confidential Information.

11.1. **"Confidential Information"** herein shall be defined as any information not in the public domain that is of value to, and treated confidentially by, Agency and/or its clients or customers, including without limitation, Trade Secrets, information or knowledge about the business policies, business plans, internal structure, finances, marketing and communications, customers and clients, products and services, procedures, techniques, or methods of the business of Agency or Agency's client(s). Confidential Information shall not include any said information that

is public, well known in the industry, in the possession of Partner prior to any engagement by Agency, or that Partner is compelled to disclose by legal process or order of law.

11.2. Partner will not, directly or indirectly, reveal, divulge or make known to any person, firm, partnership, limited liability company or corporation whatsoever, or use for Partner's own benefit or the benefit of any other person, firm, partnership, limited liability company, corporation or other entity, any Confidential Information within Partner's possession or which Partner may have acquired during the course of the relationship with Agency or its clients and customers.

11.3. Partner warrants and represents that, immediately upon termination of this Agreement or the request of Agency, Partner will return to Agency any proprietary or Confidential Information, including any electronic media and copies thereof, within Partner's possession, custody or control, or upon Agency's request, destroy any such Confidential Information. If requested by Agency, Partner shall certify in writing that Partner is in compliance with the return or destruction obligation under this section.

12. Use of Trade Secrets or Confidential Information.

12.1. "**Trade Secrets**" herein shall be defined as any and all information of Agency, or of Agency's client(s), in any format, including without limitation any plans, designs, programs, compilations, methods, techniques, or processes, that derives independent economic value because it is not generally known to, or readily discoverable by proper means, by third parties who may derive economic value from its discovery or use, and that is the subject of reasonable efforts to maintain its secrecy.

12.2. Partner shall use the Trade Secrets or Confidential Information of Agency or Agency's customer(s) or client(s) exclusively for the benefit of Agency and Agency's customer(s) or client(s). Partner shall not use, reproduce, reverse engineer, decompile, disassemble, distribute, transmit, or transfer, directly or indirectly, any Trade Secret or Confidential Information, or portion thereof, without the prior written consent of Agency. Partner shall take reasonable steps to safeguard the confidentiality of such Trade Secrets, and agrees to be bound by the same obligations of confidentiality, nondisclosure, and use of such Trade Secrets to which Agency and/or Agency personnel is legally bound.

13. Non-Solicitation of Agency Clients, Partners, and Employees. Partner agrees that while providing services for Agency, and for a period 2 years following the termination of this Agreement or cessation of services to Agency for any reason, Partner will not, directly or indirectly, for Partner's own benefit or for the benefit of any other person or legal entity, solicit, induce, entice or in any manner influence any Partner, consultant, or employee to leave the service of Agency to provide the same or substantially similar services or work that such Partner, consultant or employee performed for Agency. Partner further agrees that while providing services for Agency, and for a period of 2 years following the termination of this Agreement or cessation of services to Agency for any reason, Partner will not, directly or indirectly, for Partner's own benefit or for the benefit of any other person or legal entity, solicit, induce, entice or in any manner influence any customer or client of Agency to provide the same or substantially the same services that Agency provides for said customer or client.

14. Warranty of No Conflicting Agreements; Conflict of Interests. Partner represents and warrants that Partner is not a party to or bound by any agreement or obligation, the terms of which are in conflict with any terms of this Agreement, or which would be breached by Partner's entering of this Agreement, including any agreement restricting or preventing the competitive or other activity or work of Partner. A conflict of interests for purposes of this section shall also include any business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of Partner's obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, Partner shall immediately inform the Agency in writing of such conflict. If, in the reasonable judgment of Agency, such conflict poses a material conflict to and with the performance of Partner's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Partner; such termination of the Agreement shall be effective upon the receipt of such notice by Partner.

15. Remedies. Recognizing that a remedy at law for any breach or threatened breach of the restrictive covenants set forth in this Agreement would be inadequate, in that any such breach or threatened breach would cause such immediate and permanent damage to Agency as would be irreparable and the exact amount of which would be impossible to ascertain, the Partner agrees that in the event of any breach of any such covenants, in addition to any and all other legal and equitable remedies which may be available, Agency may obtain preliminary and/or permanent injunctive relief against the Partner without the necessity of proving the actual damages by reason of such breach, and to the extent permissible under the applicable statutes and rules of procedure a temporary restraining order may be granted immediately upon the commencement of any suit and without prior notices.

16. Status of Partner. Partner's relationship to Agency is that of an independent partner, and nothing in this Agreement shall be construed to create a relationship of employment between Partner and Agency. Partner shall be responsible for the accounting and payment of any local, state, or federal income taxes associated with any payments received from Agency pursuant to this Agreement. Barring any conflict of interest as described in Section 10, Partner shall retain the right to perform work for other Companies during the term of this Agreement, and Agency shall retain the right to engage other Partners to perform work or services of the same or different kind as provided by Partner during the term of this Agreement. Partner shall have no right to enter into any contracts or commitments on behalf of Agency without Agency's prior written approval.

17. Notices. Any notice shall be deemed given on the day of receipt if notice is transmitted by postal mail or commercial courier, or upon the date of transmission if transmitted electronically. Any notice required under this Agreement shall be delivered:

if to Agency, to:

Eric Anderson, Principal
d/b/a SE2
2250 S. Delaware St., Denver, CO 80223
eric@se2changeforgood.com

if to Partner, to:

Serena Sakkal, Program Manager, Pueblo Food Project
1 City Hall Pl, Pueblo, CO 81003
serena@pueblofoodproject.org

16. No Assignment. This Agreement shall not be assignable, transferable, or delegated by Partner without the written authorization of Agency. This Agreement shall inure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.

17. Severability. If any provisions of this Agreement shall be invalid or unenforceable, in whole or in part, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, as the case may be, and any such modification or restriction shall not affect the validity of any other provision herein.

18. Governing Law; Jurisdiction. This Agreement shall be construed under and governed by the laws of the state of Colorado. The Parties agree that any litigation arising under this Agreement will be brought and venued exclusively in Arapahoe County, Colorado.

19. Entire Agreement; Modification. This Agreement contains the entire terms and conditions agreed upon by Agency and the Partner regarding Partner's services, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. This Agreement may not be modified in any respect except in writing signed by the party against whom enforcement is sought.

20. No Waiver. The failure of Agency on one or more occasions to demand compliance with any term hereof shall not be construed as a waiver or deprive Agency of the right thereafter to insist upon strict compliance therewith.

EXHIBIT A

Insurance Requirements:

Workers' Compensation: Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor employees acting within the course and scope of their employment.

General Liability: Commercial general liability insurance written covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- \$1,000,000 each occurrence
- \$1,000,000 general aggregate
- \$1,000,000 products and completed operations aggregate; and
- \$50,000 any 1 fire

Automobile Liability: Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit

Protected Information: Liability insurance covering all loss of State confidential information, such as PII, PCI, PHI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- \$1,000,000 each occurrence; and
- \$2,000,000 general aggregate

Professional Liability Insurance: Professional liability insurance covering any damages caused by an error, omission, or any negligent act with minimum limits as follows:

- \$1,000,000 each occurrence; and
- \$1,000,000 general aggregate

Crime Insurance: Crime insurance including employee dishonesty coverage with minimum limits as follows:

- \$1,000,000 each occurrence; and
- \$1,000,000 general aggregate

Additional Insured: The State of Colorado shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor.

Primacy of Coverage: Coverage required of Contractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

Cancellation: The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to Agency within 7 days of Contractor's receipt of such notice.

Subrogation Waiver: All insurance policies secured or maintained by Contractor in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor, Agency, or the State of Colorado, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

Public Entities: If Contractor is a “public entity” within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the “GIA”), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

Certificates: Contractor shall provide to Agency certificates evidencing Contractor’s insurance coverage required in this Agreement within 7 business days following the Effective Date. No later than 15 days before the expiration date of Contractor’s coverage, Contractor shall deliver to Agency certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by Agency, Contractor shall, within 7 business days following the request by Agency, supply to Agency evidence satisfactory to Agency of compliance with this provision.

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF YOU HAVE ANY QUESTIONS OF LAW, YOU ARE ADVISED TO CONSULT YOUR ATTORNEY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year indicated below.

SE2

Eric Anderson
Eric Anderson (Dec 6, 2023 17:58 MST)

Eric Anderson, Principal

Name/Title

Dec 6, 2023
Date

Partner:

Name/Title

Fed. I.D. #

Date



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 26, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: George Hypolite, City Attorney

SUBJECT: AN ORDINANCE AMENDING CHAPTER 10 TO TITLE XI AND CHAPTER 1 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE REGULATING COMMERCIAL VEHICLE OPERATIONS WITHIN THE CITY

SUMMARY:

The following ordinance would regulate the operation of commercial vehicles on any street within the City and require such operations to be compliant with C.R.S. § 42-4-235.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

This ordinance allows enforcement by Pueblo Police department in case a motor carrier drops off or picks up persons at a location that is not licensed or permitted by the PUC. This also allows for a penalty if the motor carrier is in violation. The fines will be allocated towards road maintenance and repairs.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the City Council chooses not to approve this ordinance, motor carrier operations will not be subject to enforcement under the Pueblo Municipal Code.

RECOMMENDATION:

Councilor Regina Maestri recommends passage of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 10 TO TITLE XI AND CHAPTER 1 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE REGULATING COMMERCIAL VEHICLE OPERATIONS WITHIN THE CITY

WHEREAS, the City, as a Colorado home rule municipality, is authorized to exercise all powers of self-government, as set forth in article 20, section 6 of the Colorado Constitution. Included within these general powers of self-government are the powers necessary, requisite or proper for the government and administration of its local and municipal matters; and

WHEREAS, the City's Home Rule Charter, at section 1-3, specifically provides that the city shall have all powers granted to municipalities under the state statutes, as defined therein. These powers specifically include: (1) the general police powers enumerated in C.R.S. § 31-15-401; and (2) the powers to regulate businesses enumerated in C.R.S. § 31-15-501; and

WHEREAS, the City in order to preserve the health, welfare, and safety of its citizens, City Council has determined it is necessary to regulate the intra-City operations of commercial vehicles; NOW; THEREFORE;

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

Section 15-1-16 is hereby added to Chapter 1 of Title XV of the Pueblo Municipal Code to read as follows: (brackets indicate matter being deleted, underscoring indicates new matter being added)

Sec. 15-1-16 Regulation of commercial vehicles.

(a) No person [or] motor carrier shall operate a commercial vehicle on any street within the City unless such vehicle is in compliance with C.R.S. § 42-4-235, as amended, and the rules and regulations promulgated thereunder.

(b) This Section may be enforced by any law enforcement officer who meets the inspector qualifications set forth in C.R.S. § 42-4-235, as amended, and the rules and regulations promulgated thereunder.

(c) It shall be unlawful for any person to operate a motor vehicle in violation of subsection (a) of this Section.

(d) Any person who fails to comply with any provision of this Section shall be guilty of a violation of this Code and, on conviction thereof, shall be punished by a fine as specified in Section 1-4-20 of this Code.

(e) fines collected based on conviction under this section shall be dedicated and used solely for road, right of way, and other transportation improvements.

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 thirty (30) days after the date of final action by the Mayor and City Council.

Action by City Council:

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

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 26, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: George Hypolite, City Attorney

SUBJECT: AN ORDINANCE FOR SAFE USE OF PUBLIC PROPERTY TO LIMIT PUBLIC CAMPING AND PROHIBIT TEMPORARY STRUCTURES ON PUBLIC PROPERTY WITHIN THE CITY OF PUEBLO, COLORADO

SUMMARY:

The following ordinance limits public camping and prohibits the use of temporary structures for housing on public property within the City of Pueblo.

PREVIOUS COUNCIL ACTION:

On or about April 26, 1982, the Pueblo City Council approved Ordinance Number 4964, which made it unlawful for any person to erect any booth tent or other structure in any park by any private person for any purpose, except by written permission.

BACKGROUND:

This ordinance applies to all encampments located on public property where camping is not expressly authorized by the City. This ordinance establishes laws and penalties set forth to prevent health and safety hazards brought on by hazardous wastes such as trash and human feces from its occupants. The city must be entrusted to protect the environment of city land and real estate owned by the people. Occupants of the illegal camps will have the option to move into sheltered bed space or face a fine up to \$1,000.

FINANCIAL IMPLICATIONS:

Fine revenue from this ordinance will be included within the City's general fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the City Council chooses not to approve this ordinance, camping in public parks will still be unlawful under the municipal code.

RECOMMENDATION:

Councilor Regina Maestri recommends passage of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE FOR SAFE USE OF PUBLIC PROPERTY TO
LIMIT PUBLIC CAMPING AND PROHIBIT TEMPORARY
STRUCTURES ON PUBLIC PROPERTY WITHIN THE CITY OF
PUEBLO, COLORADO

WHEREAS, the City Council of the City of Pueblo, Colorado ("Council") is authorized to enact this ordinance pursuant to Section 3-5 of the Pueblo Municipal Charter and C.R.S. § 31-15-401; and

WHEREAS, City Council finds that the purpose of and the intent of this ordinance is to ensure the safe use of public property, to protect those lawfully using public property, preserve public property, promote the safe and lawful use of public property, and promote the public health, safety, and welfare of the citizens, including the residents of the City of Pueblo; NOW, THEREFORE;

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

SECTION 1.

Section 11-1-211 is hereby added to Article II of Chapter 1 of Title XI of the Pueblo Municipal Code as follows:(brackets indicate matter being deleted, underscoring indicates new matter being added)

Section 11-1-211 is hereby added to Article II of Chapter 1 of Title XI of the Pueblo Municipal Code as follows:

Sec. 11-1-211. Prohibited Use of Public Property.

(a) No person shall camp on county property without first having obtained the written permission of the authorized officer of such public property.

(1) A person cannot violate this section where there is no access to other shelter available. Refusal to accept or move to other available shelter, where other shelter is accessible is a per se violation of this Section.

(2) For purposes of section, "City Property" means all land, including, any park, parkway, recreation area, roadway, open space, or any other public property owned by the City of Pueblo.

(3) For purposes of section, "Camp" means to reside or dwell temporarily in a place, with shelter, and conduct activities of daily living, such as eating or sleeping, in such place. Camp does not include temporary residence associated with the performance of governmental services.

(4) For purposes of section, "Shelter" includes, without limitation, any cover or protection from the elements other than clothing.

(5) For purposes of section, "Written Permission" includes a documented reservation, permit, park pass, or contract.

(6) Failure to provide written permission upon request by an authorized party, including all law enforcement personnel shall be treated as an admission appropriate permission was not obtained.

(b) No person shall erect or use any tent, net, or other temporary structure for the purpose of shelter or storage of property on City Property without first having obtained the Written Permission of the authorized officer of such public property.

(7) For purposes of this section, "Temporary Structure" includes any structure used to shelter a person or property after sundown and all enclosed structures. For purposes of this section, temporary structure does not apply to non-enclosed portable structures designed to provide overhead covering, including umbrellas and awnings.

(8) Failure to provide written permission upon request by an authorized party, including all law enforcement is an admission appropriate permission was not obtained.

SECTION 2.

Section 11-1-212 is hereby added to Article II of Chapter 1 of Title XI of the Pueblo Municipal Code as follows:(brackets indicate matter being deleted, underscoring indicates new matter being added)

Sec. 11-1-212. Violation and Enforcement.

(a) the Pueblo Police Department shall be responsible for enforcement of Section 11-1-211.

(b) Any person who violates Section 11-1-211 shall be subject to the penalties outlined in Section 11-1-103 of this Title.

SECTION 3.

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 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 26, 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 CHANGING THE STREET NAME OF US HIGHWAY 50 BYPASS TO DR. MARTIN LUTHER KING JR. BYPASS

SUMMARY:

The applicant is requesting to change the name of US Highway 50 Bypass to Dr. Martin Luther King Jr. Bypass

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In collaboration with the National Association for Advancement of Colored People (NAACP) Pueblo Unit No. 4005, the City of Pueblo is proposing to change the name of US Highway 50 Bypass to Dr. Martin Luther King Jr. Bypass between Interstate 25 and the SH96, SH47 (Cesar Chavez Blvd), and US 50 Bypass interchange (see attached map). The purpose of the street name change is to honor Dr. King's Legacy of combating inequality and promoting civil rights. Earlier this year the Pueblo City Council authorized the Mayor to initiate the process of renaming US Highway 50 Bypass to Dr. Martin Luther King Jr Bypass. The proposed Dr. Martin Luther King Jr. Bypass is a prominent I-25 interchange within the City and is a gateway for motorists traveling into Pueblo from the east. This section of highway, which has over 10,000 vehicle trips per day, is utilized by motorists traveling to the Pueblo Memorial Airport and the Pueblo Memorial Airport Industrial Park. Approximately 18 properties are addressed on US Highway 50 Bypass Frontage Road south of the highway between Norwood Avenue and North Lacrosse Avenue, and one address for the Belmont Post Office is addressed on US Highway 50 Bypass Frontage Road on the north side of the highway. The Dr. Martin Luther King Jr. street name change will not affect the addresses on the north and south side Frontage Roads. Therefore, all 19 properties will maintain their current address. If the street name change is approved by City Council, initial signage will consist of supplemental signage installed on posts along the sides of the highway right-

of-way. The I-25/US 50 Bypass interchange, including the bridges over the railroad and Fountain Creek, are scheduled to be replaced during the next three to four years. Once the new bypass project is complete, permanent signage will be installed at the I-25/US 50 Bypass interchange by CDOT. It is anticipated that the abbreviated name signage will be utilized due to cost. Most of the cost of the abbreviated signage would be included in the highway project costs since those signs would need to be relocated as part of the project. The signage at the cross streets of Hudson Avenue Norwood Avenue, and Troy Avenue will be constructed and installed by the City of Pueblo street department.

FINANCIAL IMPLICATIONS:

The City will incur an estimated cost of \$2,228 to change six existing street signs at the local street intersections to Dr. Martin Luther King Jr. Bypass. In addition, the Colorado Department of Transportation has provided an estimated range of costs to change the highway signs as follows:

Full name signage (Dr. Martin Luther King Jr. Bypass) - \$525,000 to \$600,000

Abbreviated name signage (MLK Bypass) - \$265,000 to \$325,000

Supplemental signage only (similar to the Ronald Reagan and John F. Kennedy I-25 signs) - \$40,000 to \$75,000

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their December 13th, 2023 Regular Meeting, voted 4-3 to recommend approval.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

If City Council does not approve this Ordinance, the current street name would remain.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. SNC-23-02 Attachments

ORDINANCE NO.

AN ORDINANCE CHANGING THE STREET NAME OF US
HIGHWAY 50 BYPASS TO DR. MARTIN LUTHER KING JR.
BYPASS

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

SECTION 1.

The street known as US Highway 50 Bypass is hereby changed to Dr. Martin Luther King Jr. Bypass.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

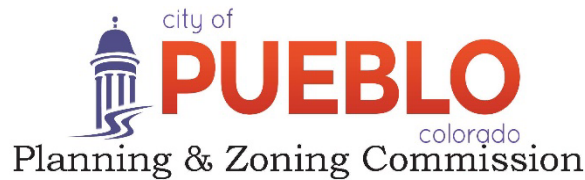
ATTEST

City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, December 13, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

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

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

Commissioners Absent: None

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, Andrew Hayes, Public Works Director, Noah Stamm, Drainage Engineer, Melanie Turner, Traffic Engineer, and Joe Martellaro, Associate Engineer II.

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to move items Z-23-10, S-23-07, S-22-07 and Z-23-12 to the January 10, 2024, meeting and approve the December 13, 2023, agenda as amended, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

SNC-23-02 Street Name Change: Change the name of US Highway 50 B to Martin Luther King Jr. Bypass, between Interstate 25 and the Interchange of SH96, SH47 and US50B.

Beritt Odom, Principal Planner, provided the staff report.

Hearing: No one testified in favor or opposition of the request

Commission Action: Bailey moved to recommend approval of the Street Name Change with staff recommended conditions 1-3. Seconded by Aznar.

Motion Passed: Four votes in favor and three votes in opposition, Pasternak, Bailey, and Castellucci.

SNC-23-02

TO: City of Pueblo, Planning and Zoning Commission
FROM: Beritt Odom, Principal Planner
THROUGH: Scott Hobson, Acting Director of Planning and Community Development
DATE: December 13, 2023
SUBJECT: Street Name Change, US Hwy 50 B to Dr. Martin Luther King Jr. Bypass
APPLICANT: City of Pueblo
PROPERTY OWNER: City of Pueblo
LOCATION: US Hwy 50 B, between I-25 and the SH96, SH47 (Cesar Chavez Blvd.) and US 50 B Interchange.
EXISTING ZONE: Not Applicable
CONCURRENT REQUESTS: None

Applicable Regulations:

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

Staff review and findings:

In collaboration with the National Association for Advancement of Colored People (NAACP) Pueblo Unit No. 4005, the City of Pueblo is proposing to change the name of US Highway 50B to Dr. Martin Luther King Jr. Bypass between Interstate 25 and the SH96, SH47 (Cesar Chavez Blvd), and US 50B interchange (see attached map). The purpose of the street name change is to honor Dr. King's Legacy of combating inequality and promoting civil rights.

Earlier this year the Pueblo City Council authorized the Mayor to initiate the process of renaming US Highway 50B for Dr. Martin Luther King Jr. The proposed Dr. Martin Luther King Jr. Bypass. is a prominent I-25 interchange within the City and is a gateway for motorists traveling into Pueblo from the east. This section of highway, which has over 10,000 vehicle trips per day, is utilized by motorists to connect Pueblo Memorial Airport and the Pueblo Memorial Airport Industrial Park.

Approximately 19 properties are addressed on US Highway 50B Frontage Roads, which run south of the Belmont Post Office and between Norwood Ave. and N. Lacrosse Ave. The Dr. Martin Luther King Jr. Street Name Change will not affect the name of the two sections of US Highway 50B Frontage Roads. Therefore, all 19 properties will maintain their current address.

The City will incur an estimated cost of \$2,228.00 to change six existing street signs at the local street intersections to Dr Martin Luther King Jr Bypass. In addition, the Colorado Department of Transportation has provided an estimated range of costs to change the highway signs as follows:

Full name signage (Dr. Martin Luther King Jr. Bypass) - \$525,000 to \$600,000

Abbreviated name signage (MLK Bypass) - \$265,000 to \$325,000

Supplemental signage only (similar to the Ronald Reagan and John F. Kennedy I-25 signs) - \$40,000 to \$75,000

If the street name change is approved by City Council, initial signage will consist of supplemental signage, since the I-25/US 50 Bypass interchange, including the bridges over the railroad and Fountain Creek, is scheduled to be replaced during the next three to four years. Once the bypass is complete, permanent signage will be installed by CDOT. It is anticipated that the abbreviated name signage will be utilized, due to cost. The majority of the cost of the abbreviated signage would be included in the highway project costs since those signs would need to be relocated as part of the highway project.

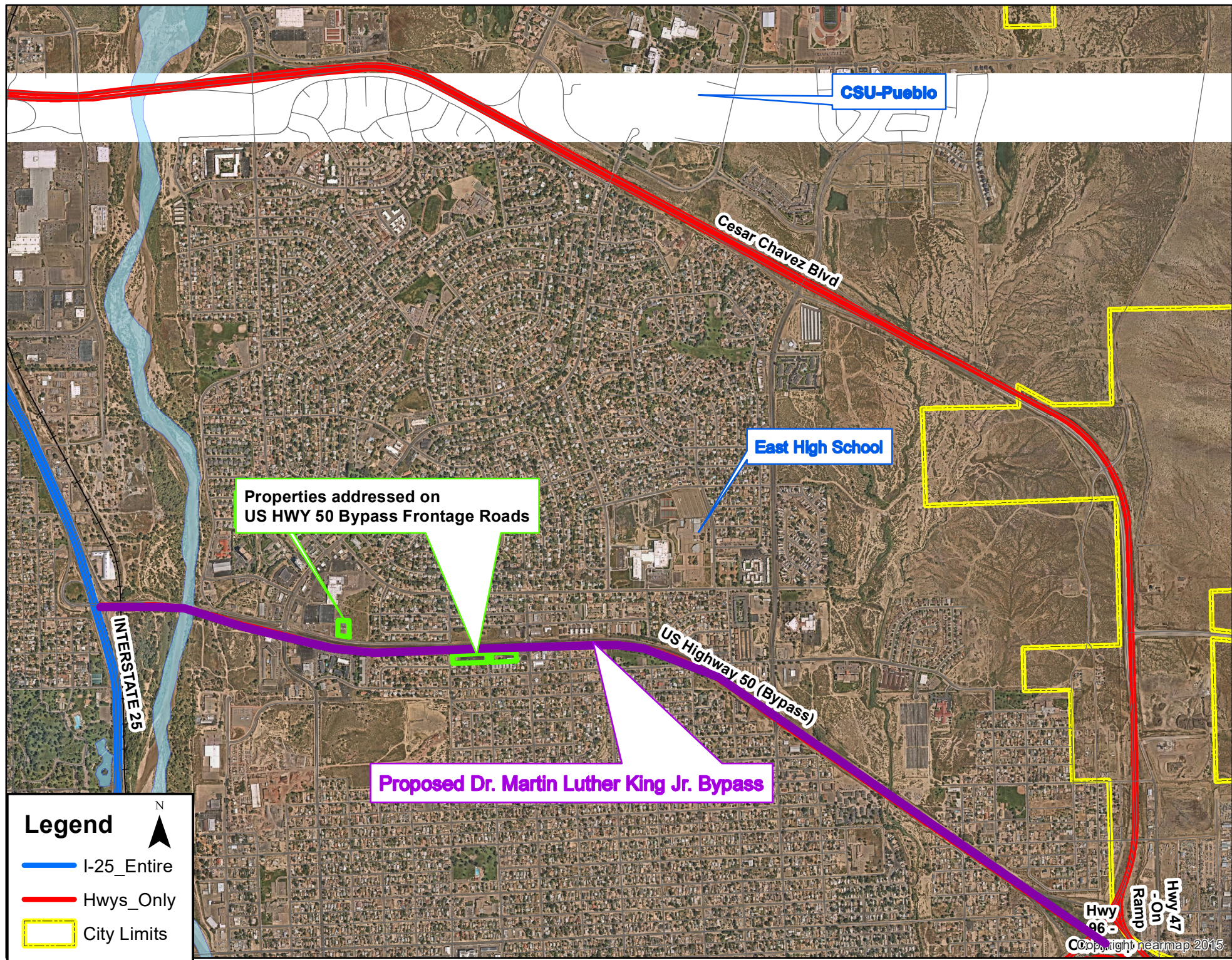
Recommended Action:

If the Planning and Zoning Commission finds the proposed Street Name Change is appropriate, Staff recommends that a recommendation to change the street name be forwarded to City Council, with the following conditions:

1. The 19 properties addressed on the US Highway 50B Bypass between N. Lacrosse Ave. and Norwood Ave. shall not be required to change their address. This includes all address points between 1300 to 1930 East US Highway 50 Bypass.
2. The Belmont Post Office, addressed 1025 East US Highway 50 Bypass, located on the north US Highway 50 Bypass Frontage Road, shall not be required to change its address.
3. Signs for the I-25 intersection with Dr. Martin Luther King Jr. Bypass shall initially have Colorado Department of Transportation (CDOT) approved supplemental signage installed. Once the CDOT I-25/US50 project is complete, permanent signage will be installed.

ATTACHMENT:

- A. Aerial Map



**DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
CITY OF PUEBLO**

**Submitted November 21, 2023
Published November 28, 2023**

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Take notice that at 3:30 P.M., on the 13th day of December, 2023 in the **City Council Chambers**, 1 City Hall Place, the Planning and Zoning Commission of Pueblo will hold a hearing for the following:

SNC-23-02: Street Name Change, US Highway 50B to Dr. Martin Luther King Jr. Bypass, between Interstate 25 and SH96, SH47 (Cesar Chavez Blvd), and US50B interchange.

A draft of the proposed Street Name Change will be posted on www.pueblo.us/PandZ under "Most Recent Agenda" and on file in the office of the Department of Planning and Community Development and will be available for viewing and printing, typically the Friday prior to the meeting.

Any person may appear before the Planning and Zoning Commission at the time and place stated above to be heard on the proposed amendments. Individuals who require special arrangements to participate are encouraged to contact the Planning Department at least 72 hours in advance.

After the public hearing and recommendation by the Planning and Zoning Commission, the ordinance adopting the proposed Street Name Change will be considered by the City Council at a public hearing. Notice of the public hearing before the City Council will be published in the Pueblo Chieftain at least ten (10) days prior to the hearing. Any interested person may appear and be heard at such public hearing and may call the Department of Planning and Community Development for the time and date of such public hearing.


Scott Hobson
Administrative Official
(719) 553-2244

November 28, 2023

Dear property owner and or occupant,

In collaboration with the National Association for Advancement of Colored People (NAACP) Pueblo Unit No. 4005, the City of Pueblo is proposing to change the name of US Highway 50B to Dr. Martin Luther King Jr. Bypass between Interstate 25 and the SH96, SH47 (Cesar Chavez Blvd), and US 50B interchange (see attached map). The purpose of the street name change is to honor Dr. King's Legacy of combating inequality and promoting civil rights.

Earlier this year the Pueblo City Council authorized the Mayor to initiate the process of renaming US Highway 50B for Dr. Martin Luther King Jr. The proposed Dr. Martin Luther King Jr. Bypass. is a prominent interchange on I-25 within the City and is a gateway into the City for motorists traveling into Pueblo from the east. This section of highway, which has over 10,000 vehicle trips per day, is utilized by motorists to connect to Pueblo Memorial Airport and the Pueblo Memorial Airport Industrial Park.

Your property and/or business is currently addressed on Hwy 50 Bypass. Should the proposed Street Name Change be adopted by City Council, your street address will be changed to reflect the new Dr. Martin Luther King Jr. Bypass.

Mayor, Nick Gradisar, invites you to participate in a meeting to discuss the proposed street name change and offer feedback on the proposal. The meeting will take place on Wednesday, December 6, 2023, 6:00 p.m., at Fire Station #8, 1551 Bonforte Blvd. Following the community meeting the street name change is scheduled for a Public Hearing with the Planning and Zoning Commission on Wednesday, December 13, 2023. Following the hearing, the Commission will make a recommendation regarding the proposed street name change, to the Pueblo City Council for final decision.

Planning and Zoning Commission Public Hearing Information:

Please take notice that the Planning and Zoning Commission will hold a public hearing at 3:30 P.M., on the 13th day of December 2023 in City Council Chambers, 1 City Hall Place on the street name change proposed for US Highway 50B. The City is proposing to change the name of US Highway 50B to Dr. Martin Luther King Jr. Bypass between Interstate 25 and SH96, SH47 (Cesar Chavez Blvd), and US50B interchange to honor the Legacy of Dr. King (case number SNC-23-02).

A draft of the proposed street name change will be posted on the City's Website at Pueblo.us/PandZ under "Most Recent Agenda" and on file in the office of the Department of Planning and Community Development office and will be available for viewing and printing, typically the Friday prior to the meeting.

Any person may appear before the Planning and Zoning Commission at the time and place stated above to be heard on the proposed street name change. Individuals who require special arrangements to participate are encouraged to contact the Planning Department at least 72 hours in advance.

After the public hearing and recommendation by the Planning and Zoning Commission, the ordinance adopting the proposed street name change will be considered by the City Council at a public hearing. Notice of the public hearing before the City Council will be published in the Pueblo Chieftain at least ten (10) days prior to the hearing. Any interested person may appear and be heard at such public hearing and may call the Department of Planning and Community Development for the time and date of such public hearing.

Please contact me if you have any additional questions.

Sincerely,

A handwritten signature in black ink that reads "Scott Hobson". The signature is written in a cursive, flowing style.

Scott Hobson, Acting Director/Land Use Administrator

Planning and Community Development Planning and Community Development
211 East D Street
Pueblo, CO 81003
(719) 553-2259 Main

CASE NUMBER SNC-22-02

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as US HWY 50B to Dr. Martin Luther King Jr. Bypass, between Interstate 25 and SH96, SH47 (Cesar Chavez Blvd), and US50B interchange.to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

November 28, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capilla

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as Napoli Way to Medici Way to be published in a newspaper*, as required by the City Charter at least 15 days before the date set for the hearing (17-6-6.1). Notice shall be published once in the newspaper.

November 28, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capilla

RESIDENT/OCCUPANT
1516 E US HWY 50
PUEBLO CO
81001

GONZALEZ AUTO REPAIR
1300 E US HWY 50 BYPASS
PUEBLO CO
81001

De Sion Gloria
1318 E US HWY 50 BYPASS STE A
PUEBLO CO
81001

Tada Hair Salon
1326 E US HWY 50 BYPASS
PUEBLO CO
81001

Get It N Go
1334 E US HWY 50 BYPASS
PUEBLO CO
81001

Pueblo Small Animal Clinic, Inc
1400 E US HWY 50 BYPASS
PUEBLO CO
81001

State Farm Insurance
1422 E US HWY 50 BYPASS
PUEBLO CO
81001

RESIDENT/OCCUPANT
711 E US HWY 50 BYPASS
PUEBLO CO
81001

Get It and Go
1304 E US HWY 50 BYPASS
PUEBLO CO
81001

CROSS LAW FIRM
1318 E US HWY 50 BYPASS
PUEBLO CO
81001

MONTANO, MARTHA
1330 E US HWY 50 BYPASS
PUEBLO CO
81001

Nate's Fade Zone
1336 E US HWY 50 BYPASS
PUEBLO CO
81001

SNIP O SHEARS
1414 E US HWY 50 BYPASS
PUEBLO CO
81001

American Staffing & Personel Svc
1426 E US HWY 50 BYPASS
PUEBLO CO
81001

Post Office
1025 E US HWY 50 BYPASS
PUEBLO CO
81001

Victory Chapel Ministries
1316 E US HWY 50 BYPASS
PUEBLO CO
81001

STEEL CITY TATTOO
1322 E US HWY 50 BYPASS
PUEBLO CO
81001

Aguilar's Family Hairstyling
1332 E US HWY 50 BYPASS
PUEBLO CO
81001

Colorado Gourmet Food company
1338 E US HWY 50 BYPASS
PUEBLO CO
81001

COMIC BOOKS
1418 E US HWY 50 BYPASS
PUEBLO CO
81001

SUMTHIN 4 EVERY1
1430 E US HWY 50 BYPASS
PUEBLO CO
81001

MUELLER ROGER E/MUELLER SUE
ANN
1509 E 19TH ST
PUEBLO CO
81001

50 BY PROPERTY LLC
137 S ROGERS WAY
GOLDEN CO
80401

YALOTZ WILLIAM M
856 S AVENIDA DEL ORO W
PUEBLO WEST CO
81007

LORENSEN-SMITH PARTNERSHIP
1400 E US HIGHWAY 50 BYP
PUEBLO CO
81001

USPS C/O REGIONAL COUNSEL US
POSTAL,
SAN BRUNO CA
94099

PUEBLO COMMERCIAL PROPERTIES LLC
136 S ROGERS WAY
GOLDEN CO 80401



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 26, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE HOUSING AUTHORITY OF THE CITY OF PUEBLO, A COLORADO NON-PROFIT CORPORATION ALLOWING FOR THE DELAY OF THE INSTALLATION OF LANDSCAPE IMPROVEMENTS FOR THE CRAWFORD TOWNHOMES PHASE 3 OF PHASE 2B AS REQUIRED BY SECTION 17-4-7 LANDSCAPE PERFORMANCE STANDARDS OF THE PUEBLO MUNICIPAL CODE AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves an Agreement between the City of Pueblo ("City") and the Housing Authority of the City of Pueblo ("Housing Authority") allowing for the delay of the installation of landscape improvements for the Crawford Townhomes Phase 3 of Phase 2B as required by Section 17-4-7 Landscape Performance Standards of the Pueblo Municipal Code until May 31, 2024.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Ordinance approves an Agreement between the Housing Authority and the City to allow the Housing Authority to delay the installation of landscape improvements for the Crawford Townhomes Phase 3 of Phase 2B as required by Section 17-4-7 Landscape Performance Standards of the Pueblo Municipal Code until May 31, 2024. The delay is being requested by the Housing Authority due to impending adverse weather conditions. This delay in the enforcement of the landscape requirements will allow for the Housing Authority to secure certificates of occupancy and allow for the newly constructed apartments to be occupied prior to the landscaping being completed. The remaining landscaping consists of trees, shrubs, plants, and sod in accordance with the

approved landscape plan dated May 3, 2023, for the Crawford Town Homes Phase 3 of Phase 2B. If the installation of the landscaping is not completed by May 31, 2024, the Housing Authority shall provide an irrevocable letter of credit or 1 and ½ times escrow of the estimated costs in accordance with Section 17-4-7 (b) (8) a. 5. – Landscape Performance Standards of the Pueblo Municipal Code.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

If City Council does not approve this Ordinance, the Housing Authority will not be authorized to receive certificates of occupancy for these new units until the landscape improvements are completed in compliance with the landscape standards.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Agreement for Housing Authority to delay landscape improvements_FINAL

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE HOUSING AUTHORITY OF THE CITY OF PUEBLO, A COLORADO NON-PROFIT CORPORATION ALLOWING FOR THE DELAY OF THE INSTALLATION OF LANDSCAPE IMPROVEMENTS FOR THE CRAWFORD TOWNHOMES PHASE 3 OF PHASE 2B AS REQUIRED BY SECTION 17-4-7 LANDSCAPE PERFORMANCE STANDARDS OF THE PUEBLO MUNICIPAL CODE AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City and the Housing Authority of the City of Pueblo are desirous of setting forth their mutual understanding relating to the completion of the landscape improvements for the Crawford Townhomes Phase 3 of Phase 2b as required by Section 17-4-7 Landscape Performance Standards of the Pueblo Municipal Code.

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

The Agreement between the City of Pueblo, a Colorado Municipal Corporation ("City") and the Housing Authority of the City of Pueblo, a Colorado non-profit corporation ("Housing Authority") to delay the completion of landscape improvements for the Crawford Townhomes Phase 3 of Phase 2b as required by Section 17-4-7 Landscape Performance Standards of the Pueblo Municipal Code, a copy of which is attached and incorporated herein, 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 Pueblo, a Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest to the same.

SECTION 3.

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 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

**AN AGREEMENT BETWEEN THE CITY OF PUEBLO
AND THE HOUSING AUTHORITY OF THE CITY OF PUEBLO
ALLOWING FOR THE DELAY OF REQUIRED LANDSCAPE
IMPROVEMENTS FOR THE CRAWFORD TOWNHOMES PHASE 3 OF
PHASE 2B, AFFORDABLE HOUSING PROJECT**

This Agreement ("Agreement") is between the City of Pueblo, a Colorado Municipal Corporation ("City") and The Central Resident Council for The Housing Authority of the City of Pueblo, a Colorado Non-Profit Corporation ("Housing Authority").

RECITALS

WHEREAS, Housing Authority is a quasi-governmental agency that operates under HUD guidelines and has been providing its services in the City of Pueblo since 1953; and,

WHEREAS, Housing Authority wishes to delay the final installation of the required landscape improvements, due to impending adverse weather, for the Crawford Townhomes Phase 3 of Phase 2B, project as required by Section 17-4-7. – Landscape Performance Standards of the Pueblo Municipal Code, until May 31, 2024; and,

WHEREAS, Housing Authority agrees to complete the installation of specified plants in compliance with the landscape plan approved by the City of Pueblo Planning & Community Development Department on May 3, 2023, as shown on Exhibit A; and,

WHEREAS, City is willing to allow for a delay in the final installation of required landscape improvements due to inclement winter weather conditions in order for the Housing Authority to comply with their occupancy requirements.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein, City and Housing Authority agree as follows:

TERMS AND CONDITIONS

SECTION 1. HOUSING AUTHORITY’S OBLIGATIONS.

1.1 Housing Authority shall complete the installation of trees, shrubs, plants, and sod in accordance with the approved landscape plan dated May 3, 2023, for the Crawford Town Homes Phase 3 of Phase 2B project by May 31, 2024.

1.2 If the installation of landscaping is not completed by May 31, 2024, Housing Authority shall provide an irrevocable letter of credit or 1 and ½ times escrow of the estimated costs in accordance with Section 17-4-7 (b) (8) a. 5. – Landscape Performance Standards of the Pueblo Municipal Code.

SECTION 2. CITY'S OBLIGATIONS

2.1 Provided all performance standards and requirements, except for the landscape improvements referenced in Section 1.1 above and as shown on Exhibit A, are completed in accordance with requirements for the approval of a Certificate of Occupancy, the City will approve authorization for the issuance of certificates of occupancy for the structures within Lot 2, Uplands Townhomes, Filing No. 3 Subdivision by the Pueblo Regional Building Department.

2.2 If the Housing Authority does not complete the installation of required landscaping by May 31, 2024. The Housing Authority must provide an irrevocable letter of credit or stipulated escrow funds as described in Section 1.2 above and the City shall have the right to enforce compliance with the landscape requirements under Section 17-4-7 (b) (8) c. of the Pueblo Municipal Code.

SECTION 3. MISCELLANEOUS.

3.1 Notices. Any notice, demand or request provided in this Agreement shall be in writing and sent by certified mail, return receipt requested to the other Party at the addresses listed below or at such other address as each party may provide the other by notice as provided in this section. Such notice shall be deemed to have been given when deposited in the regular United States mail:

If to City:

Mayor
City of Pueblo
One City Hall Place
Pueblo, CO 81001

With an additional copy to:

City Attorney
City of Pueblo
One City Hall Place
Pueblo, CO 81003

If to Housing Authority:

Steven Trujillo
Executive Director
201 South Victoria Avenue
Pueblo, CO 81003

OR to such other place as City or Housing Authority may from time to time designate in a written notice given to City.

3.2. Relationship. Nothing in this Agreement is intended to, or shall be deemed to constitute, a partnership or joint venture between the Parties, or to create any agency or partner relationship between the Parties. Neither Party shall hold itself out as a partner, joint venture, agent, or representative of the other under this Agreement.

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

3.4. Assignment. This Agreement shall not be assigned by Housing Authority without the prior written consent of the City, which consent may be granted, denied, or conditioned in City's sole and absolute discretion.

3.5 Force Majeure. Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, storms, lightning strikes, labor strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

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

3.7 Section Captions. The captions of the Sections in this Agreement are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

3.8 Integration, Severability, Amendment, and Counterparts. This Agreement represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement.

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

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

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

3.12. Authority of Signers. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Agreement on behalf of such party and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

3.13. Attorney's Fees and Costs of Collection. In the event that it becomes necessary for the City to bring any action or proceeding to enforce any provision of this Agreement, to recover damages for Housing Authority's breach of this Agreement, or to seek specific performance, the City shall be entitled to collect its reasonable attorneys fees, costs of suit, and costs of collection as part of the judgment in such action or proceeding, including but not limited to costs of in-house counsel and legal staff.

Executed this _____ day of _____, 2023.

CITY OF PUEBLO,
A COLORADO MUNICIPAL CORPORATION

By _____
Mayor

ATTEST:

City Clerk

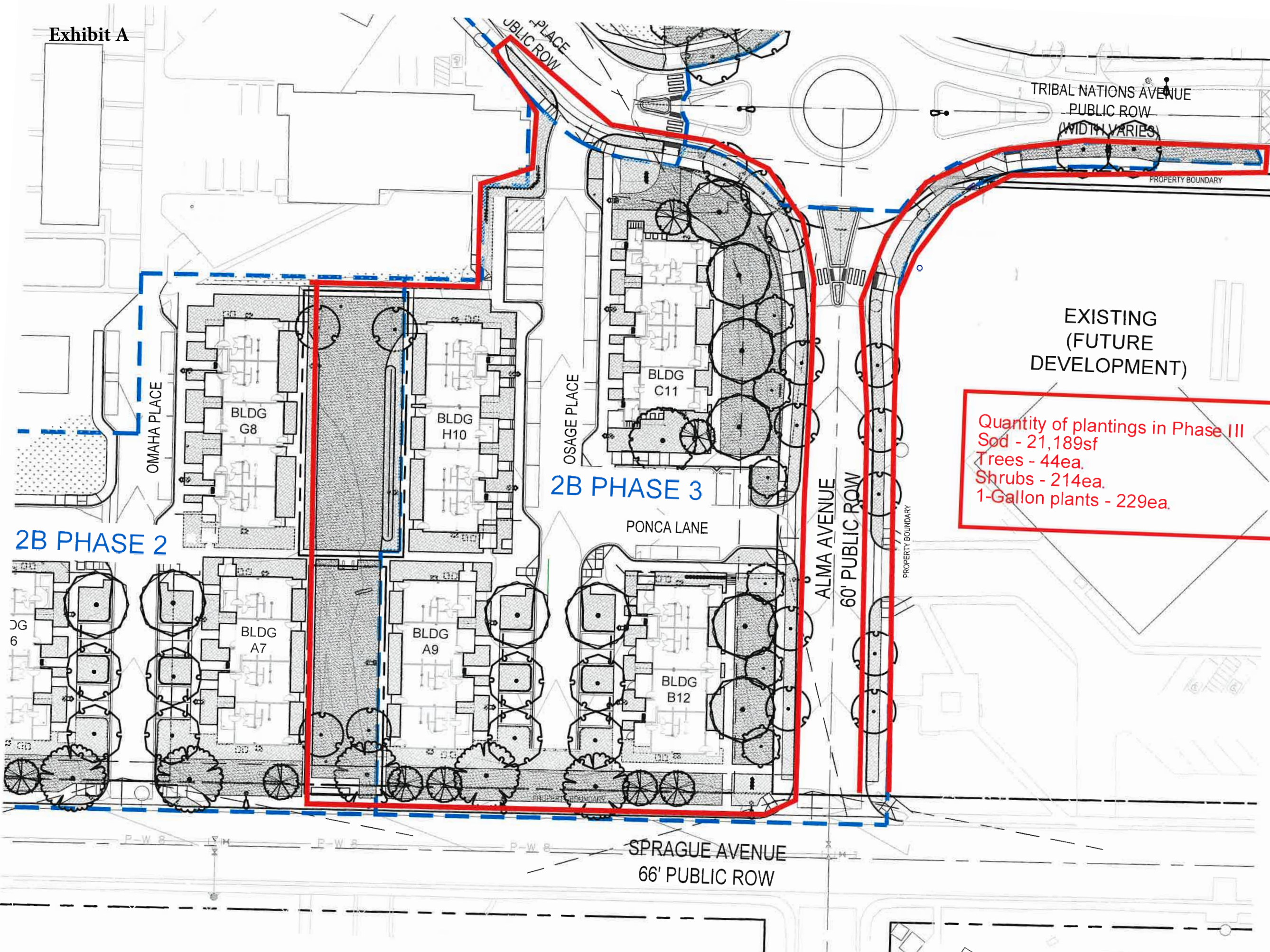
Approved to as form:

City Attorney

THE CENTRAL RESIDENT COUNCIL FOR THE
HOUSING AUTHORITY OF THE CITY OF
PUEBLO, A COLORADO NON-PROFIT
CORPORATION

By _____
Executive Director

ATTEST:



SHEET INDEX

DESCRIPTION
COVER SHEET
LANDSCAPE NOTES & DETA
LANDSCAPE DETAILS
LANDSCAPE PLAN
LANDSCAPE PLAN
LANDSCAPE PLAN
MONUMENT SIGNAGE CONC

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 26, 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. 10623

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 December 11, 2023.

Final adoption of Ordinance by City Council on December 26, 2023.



President of City Council

Action by the Mayor:

- ☒ Approved on December 29, 2023.
- ☐ Disapproved on _____ based on the following objections:

Hilda Leal
Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

K.R. P.
Deputy City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 26, 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 Plastic 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. 10624

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 December 11, 2023.

Final adoption of Ordinance by City Council on December 26, 2023.



President of City Council

Action by the Mayor:

- ☒ Approved on December 29, 2023.
- ☐ Disapproved on _____ based on the following objections:

Hilda Leal
Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

K.R. P.
Deputy City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 26, 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. 10625

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 December 11, 2023.

Final adoption of Ordinance by City Council on December 26, 2023.



President of City Council

Action by the Mayor:

☒ Approved on December 29, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

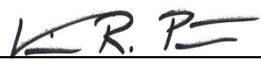
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST



Deputy City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 26, 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. 10622

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 December 11, 2023.

Final adoption of Ordinance by City Council on December 26, 2023.



President of City Council

Action by the Mayor:

☒ Approved on December 29, 2023 .

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

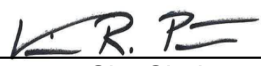
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST



Deputy City Clerk



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: December 26, 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. 10626

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 December 11, 2023.

Final adoption of Ordinance by City Council on December 26, 2023.



President of City Council

Action by the Mayor:

☒ Approved on December 29, 2023 .

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST



Deputy City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 26, 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. 10627

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 December 11, 2023.

Final adoption of Ordinance by City Council on December 26, 2023.



President of City Council

Action by the Mayor:

☒ Approved on December 29, 2023 .

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST



Deputy City Clerk

SOUNDTHINKING™ MASTER SERVICES AGREEMENT



SoundThinking, Inc.
39300 Civic Center Dr., Ste. 300
Fremont, CA 94538
+1.888.274.6877
info@soundthinking.com
www.soundthinking.com

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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.

- 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.

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

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 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

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,

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

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

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, SUITABILITY, 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,

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

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

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 TERMINATION; 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

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

The failure of either Party to enforce at any time any of the provisions of this Agreement shall not constitute a present or 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

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

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 Lemer
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

EXHIBIT A – SOUNDTHINKING PROPOSAL

SoundThinking Proposal No.: PBLPD101023 Rev 2, dated November 27, 2023
(Attached on Following Pages)



**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
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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.



SafetySmart™

Better Information • Better Decisions • Better Outcomes



Gunshot Detection

- Real-time alerts for rapid, precise response to save lives
- Increase evidence recovery and NIBIT leads
- Enhance gun violence prevention intervention with Data for Good



Community-First Patrol Management

- Data-driven deployment of patrol resources for more effective crime deterrence
- Drive accountability into officer activity
- Reduce over-policing and bias in patrols



Investigative Lead Generation

- Accelerate investigations with largest database of local and regional crime data in single portal
- Advanced link analysis detects relationships between people, places and things



Digital Case Management

- One-stop digital case folder houses all data and workflows
- Analytical and collaboration tools accelerate and improve solvability
- More efficient and effective case handling



Gun Crime Management

- Centralized collaboration on gun crime activities including Response alerts and NIBIT leads
- Prioritize and track leads and tasks
- Operational insights on case outcomes for stakeholder feedback

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.

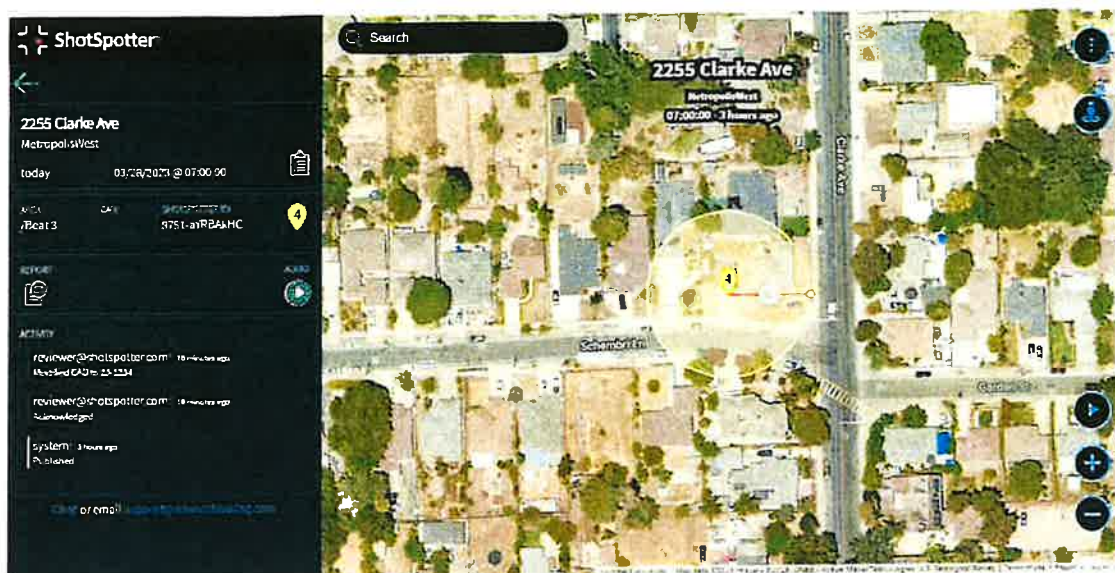


Figure 2. ShotSpotter App in Respond View

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").

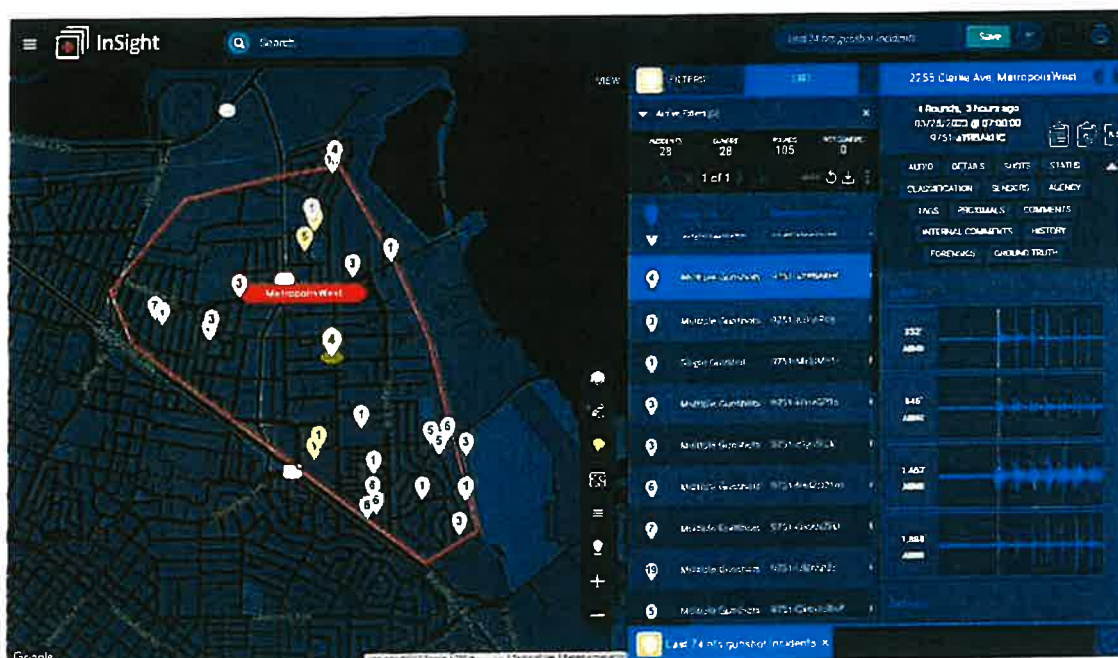


Figure 3. InSight App

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

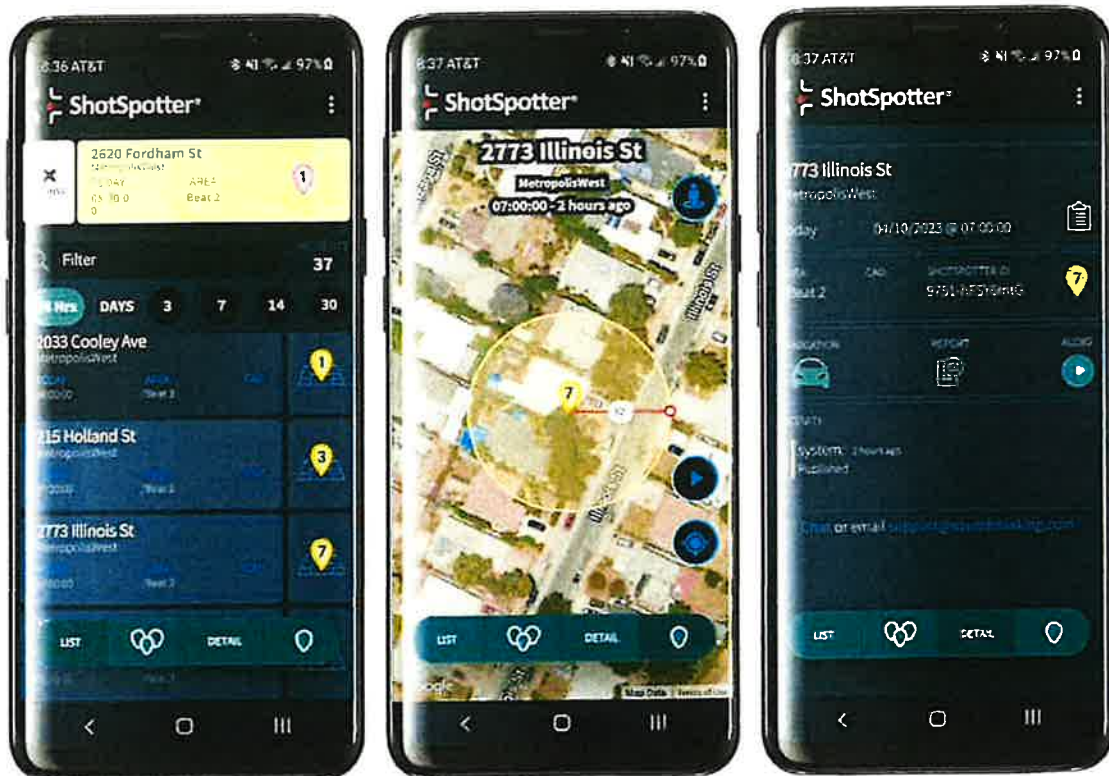


Figure 5. ShotSpotter Smartphone App

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).

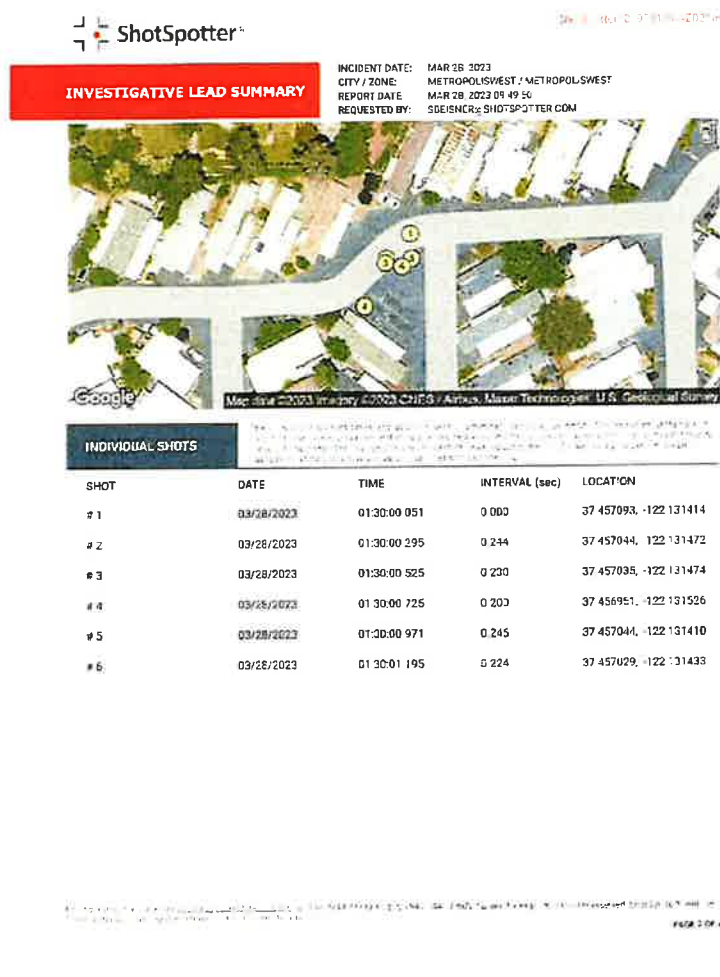


Figure 6. ShotSpotter Investigative Lead Summary (ILS)

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.

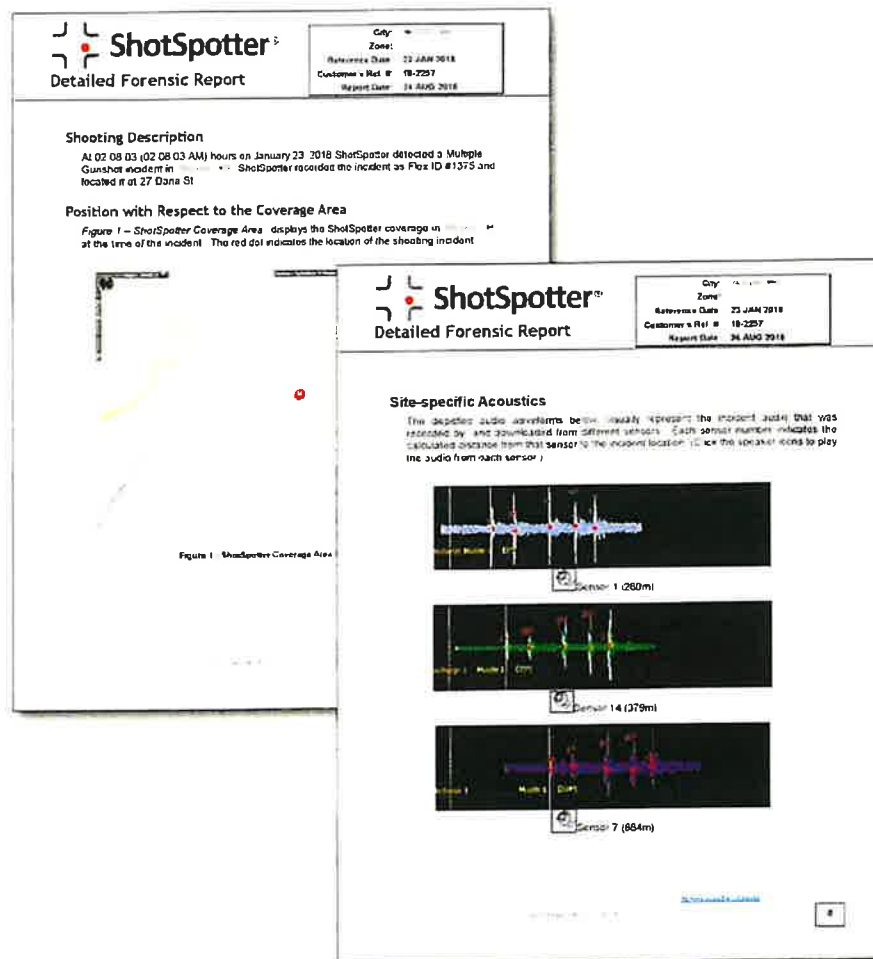


Figure 7. ShotSpotter Detailed Forensic Report (DFR)

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. Secondly, 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.

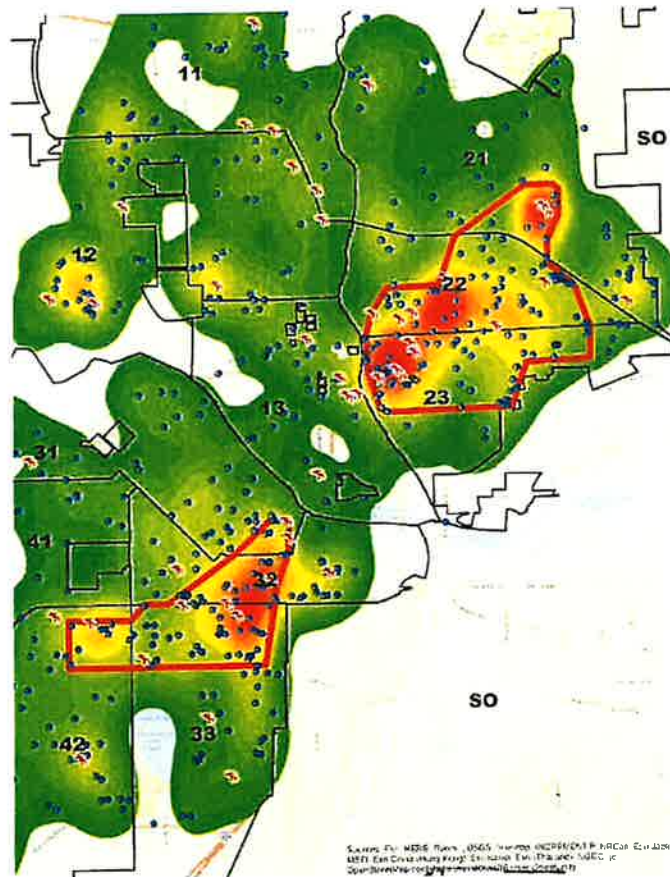


Figure 8. Proposed ShotSpotter Coverage Areas Total = 3.0 square miles

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 mi ²	\$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.

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

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. Secondly, 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.

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,

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.



MASTER SERVICES AGREEMENT ADDENDUM ONE
SHOTSPOTTER® SUPPLEMENTAL TERMS | Page 6 of 10

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, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE PARTIES HERETO HAVE EXECUTED THIS ADDENDUM ONE CONTEMPORANEOUSLY WITH THE AGREEMENT.

CITY OF PUEBLO, CO

SOUNDTHINKING, INC.

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Roxanne Lemer
Printed Name

Title

Director of Contracts
Title

Date

Date

Approved as to Form:

Accepted By (Signature)

Elizabeth Sexton Drake
Printed Name

Assistant City Attorney
Title

Date

11.29.2023



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 Services¹:

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.



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 System² 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 techniques³.

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.



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



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:

$$\text{Performance Rate} = \frac{\text{NumberAccuratelyLocated}}{(\text{NumberAccuratelyLocated} + \text{NumberNotDetected} + \text{NumberMislocated})}$$

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.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 26, 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. 10628

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 December 11, 2023.

Final adoption of Ordinance by City Council on December 26, 2023.



President of City Council

Action by the Mayor:

☒ Approved on December 29, 2023 .

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST



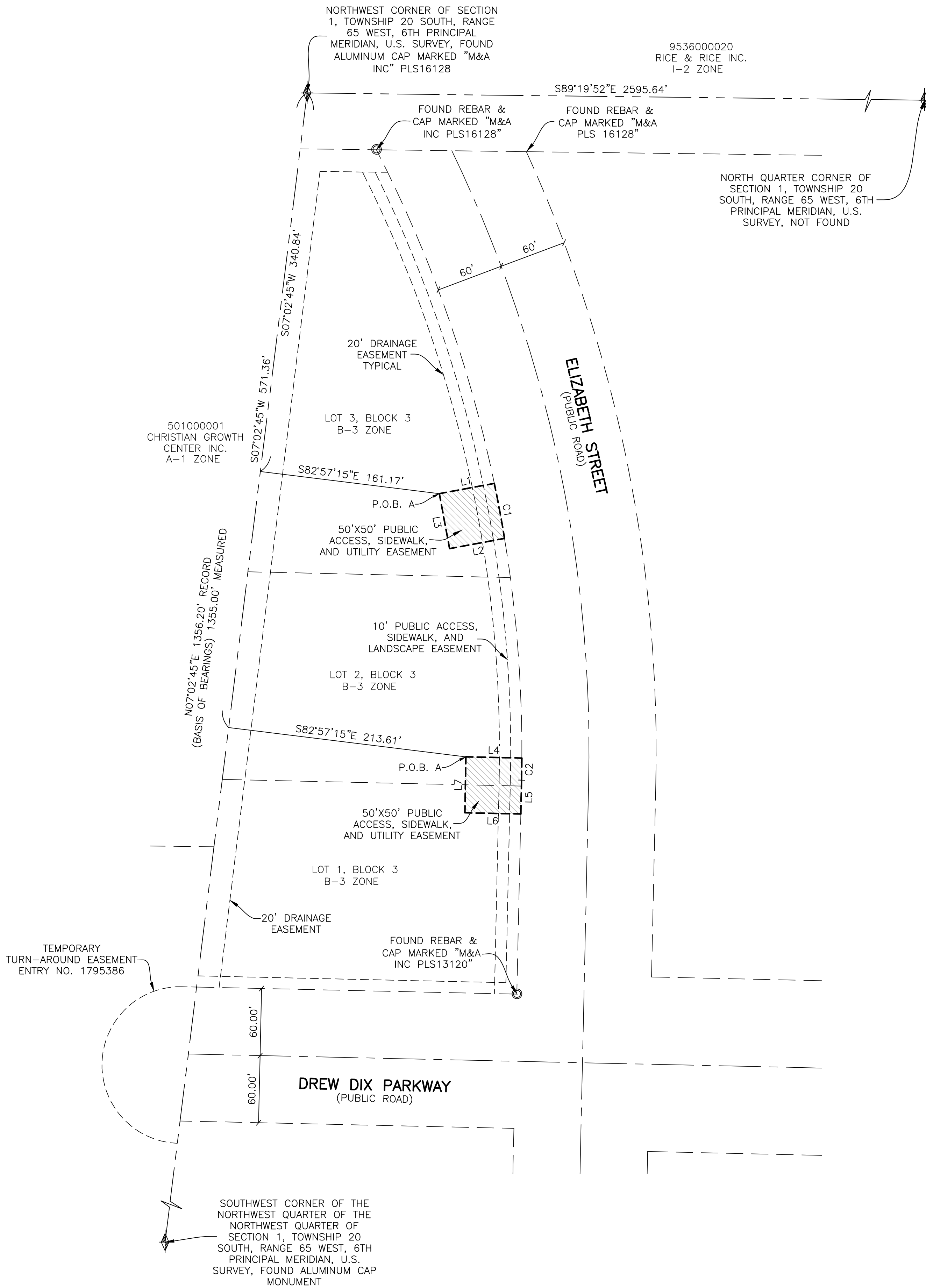
Deputy City Clerk

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

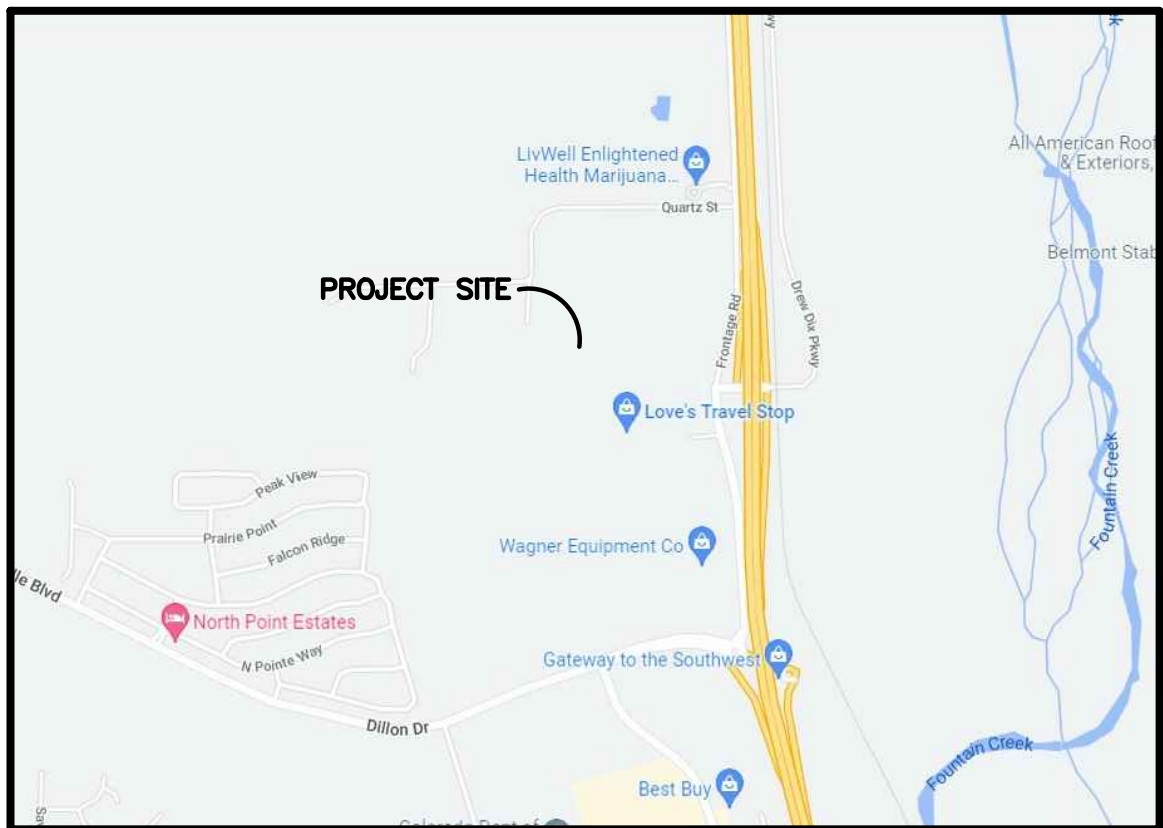
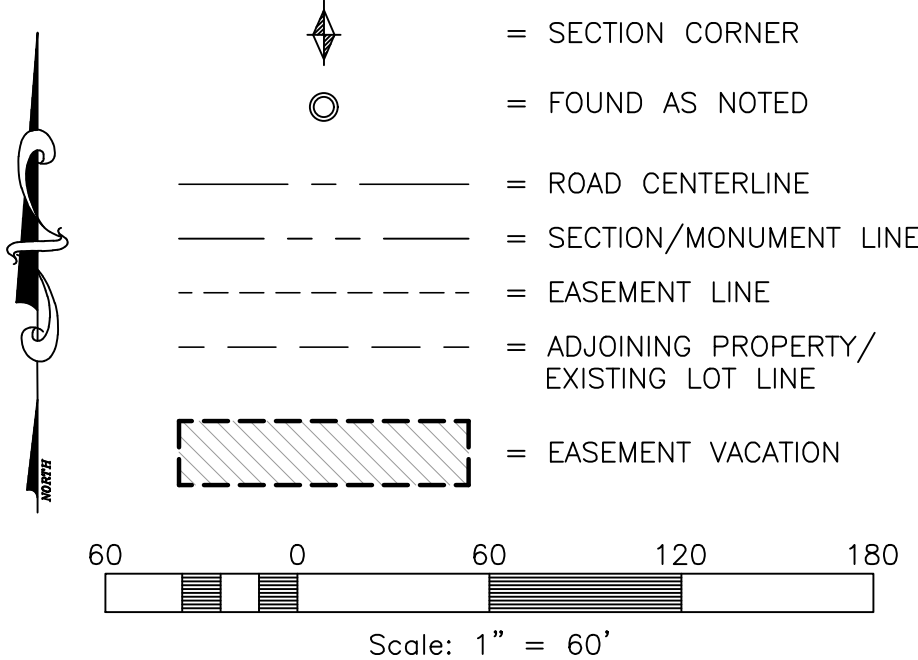
PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 65 WEST, 6TH PRINCIPAL MERIDIAN, U.S. SURVEY

PUEBLO CITY, PUEBLO COUNTY, COLORADO

MARCH, 2023



LEGEND



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 IWITH:

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

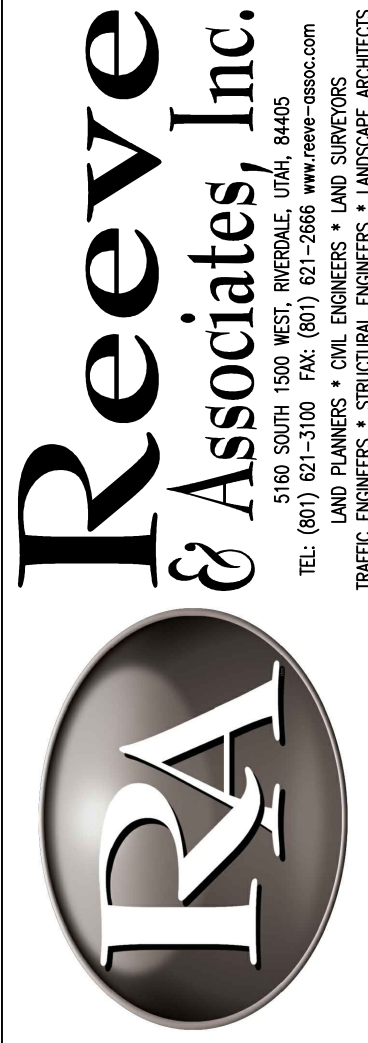
LINE	BEARING	DISTANCE
L1	N79°28'22"E	50.00'
L2	S79°28'22"W	50.00'
L3	N10°31'38"W	50.00'
L4	S88°43'49"E	50.00'
L5	S01°16'01"W	30.27'
L6	N88°43'49"W	50.00'
L7	N01°04'42"E	50.00'

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



REVISIONS	DESCRIPTION
DATE	

EASEMENT VACATION

PART OF THE NW QUARTER OF SECTION 1, T20S., R.65W., 6TH PRINCIPAL MERIDIAN, U.S. SURVEY
PUEBLO CITY, PUEBLO COUNTY, COLORADO

LV PETROLEUM LLC

Project Info.

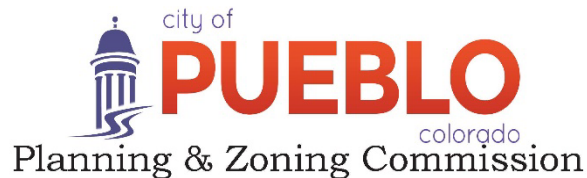
Surveyor: T. HATCH
Designer: N. ANDERSON
Begin Date: 2-8-2023
Name: PUEBLO CITY
VACATION
Scale: 1"=60'
Checked: _____
Number: 7950-14

Sheet	1
1	Sheets

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, 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.

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

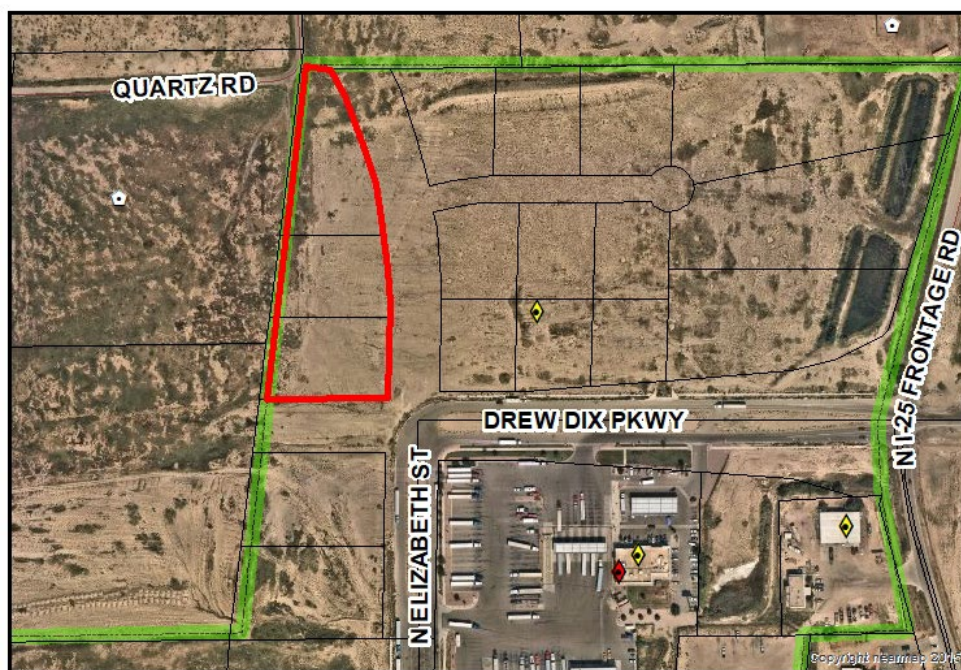
QWEST COMMENTS

- None

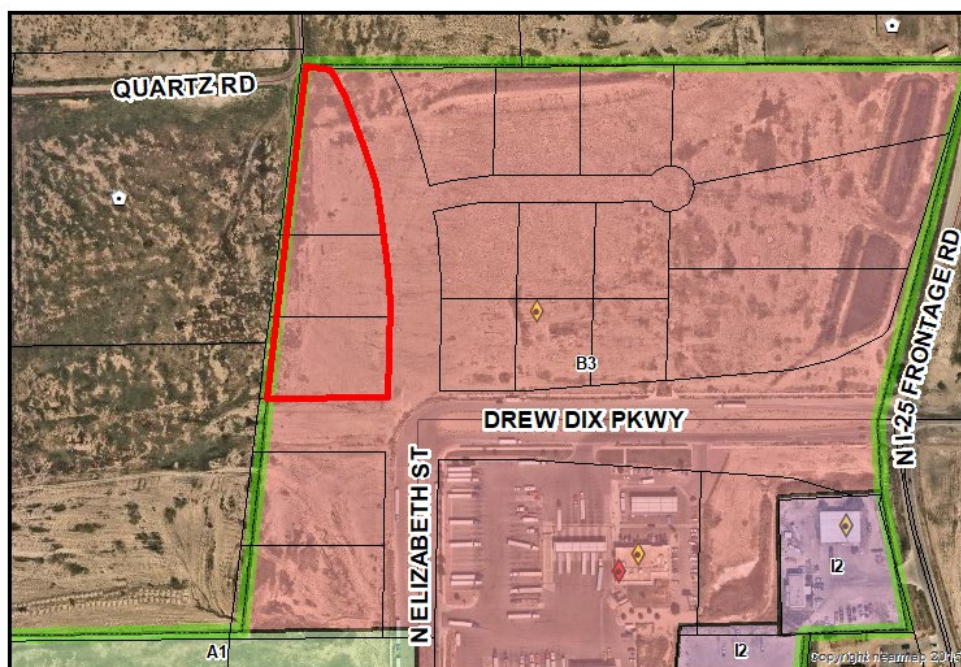
ATTACHMENTS:

- 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

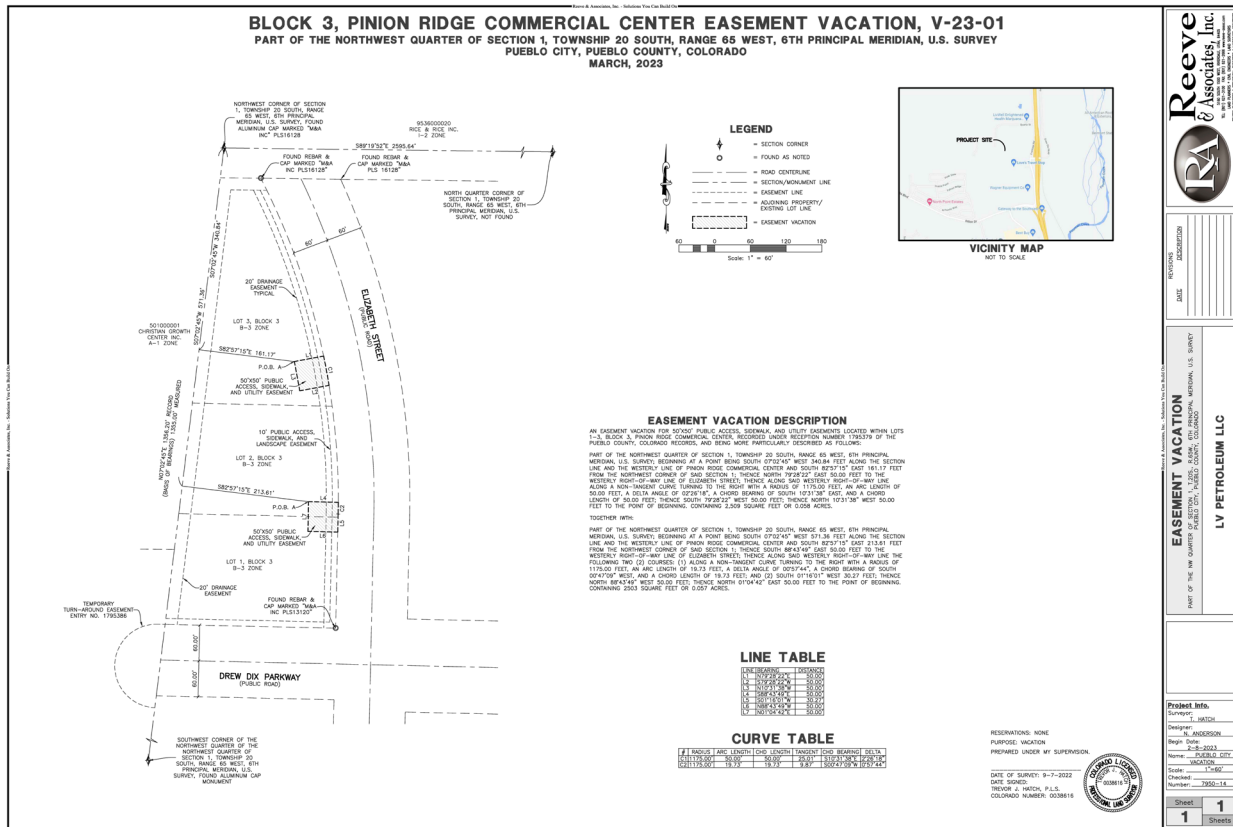


Overview of the site



Overview of the site looking Southeast

Attachment D: Proposed Vacation Plat and Original Subdivision Plat



Attachment E: Vacation Application



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: <u>Guy Madmen</u>		Name: <u>Guy Madmen</u>			
	Company: <u>LV Petroleum, LLC</u>		Company: <u>LV Petroleum, LLC</u>			
	Address: <u>4495 West Hacienda Ave</u> <u>#7A, Las Vegas, NV</u>		Address: <u>4495 West Hacienda Ave</u> <u>#7A, Las Vegas, NV</u>			
	Zip: <u>89118</u>		Zip: <u>89118</u>			
	Phone: <u>(702) 683-8008</u>		Phone: <u>(702) 683-8008</u>			
	Email: <u>guy@lvpetroleum.net</u>		Email: <u>guy@lvpetroleum.net</u>			
	Engineer		Surveyor			
	Name: <u>J. Nathan Reeve</u>		Name: <u>Trevor Hatch</u>			
	Company: <u>Reeve & Associates, Inc</u>		Company: <u>Reeve and Associates</u>			
Property Info	Address: <u>5160 S 1500 W Riverdale, UT</u>		Address: <u>5160 S 1500 W</u> <u>Riverdale, UT</u>			
	Zip: <u>84405</u>		Zip: <u>84405</u>			
	Phone: <u>(801) 621-3100</u>		Phone: <u>(801) 621-3100</u>			
	Email: <u>nate@reeve.co</u>		Email: <u>nate@reeve.co</u>			
Project Info	The applicant will be the primary contact unless otherwise noted.					
	Project Location: <u>Dix Drew Parkway and Elizabeth Street Lots 1 through 3 Block 2 Pinion Ridge Commercial Center</u> (address or general description)					
	Parcel No(s): <u>501010001, 501010002, 501010003</u>					
	Existing Zone: <u>B-3</u>		Proposed Zone (if applicable): <u>N/A</u>			
Project Scope	PUD Name (if applicable): <u>N/A</u>					
	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)

(Continued from previous page)

Project Information	Provide a brief description of the proposed request: <u>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.</u>		
	What is the total acreage included in the project? <u>3.68</u>		
	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:	<u>Guy Madmen</u>	
	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:

G. SRC Memo Dated April 5, 20223

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



Scott Holson
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

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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 Caputo

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 Caputo

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 S	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 26, 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. 10629

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 December 11, 2023.

Final adoption of Ordinance by City Council on December 26, 2023.

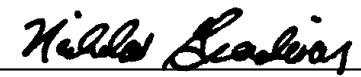


President of City Council

Action by the Mayor:

☒ Approved on December 29, 2023 .

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

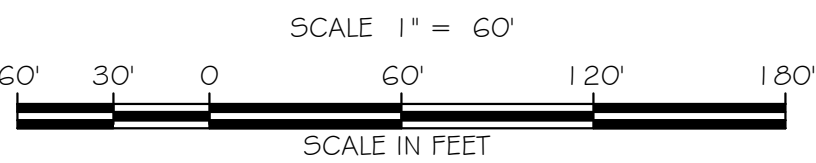
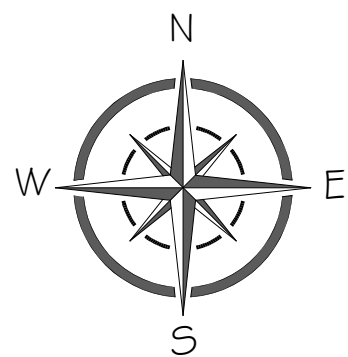
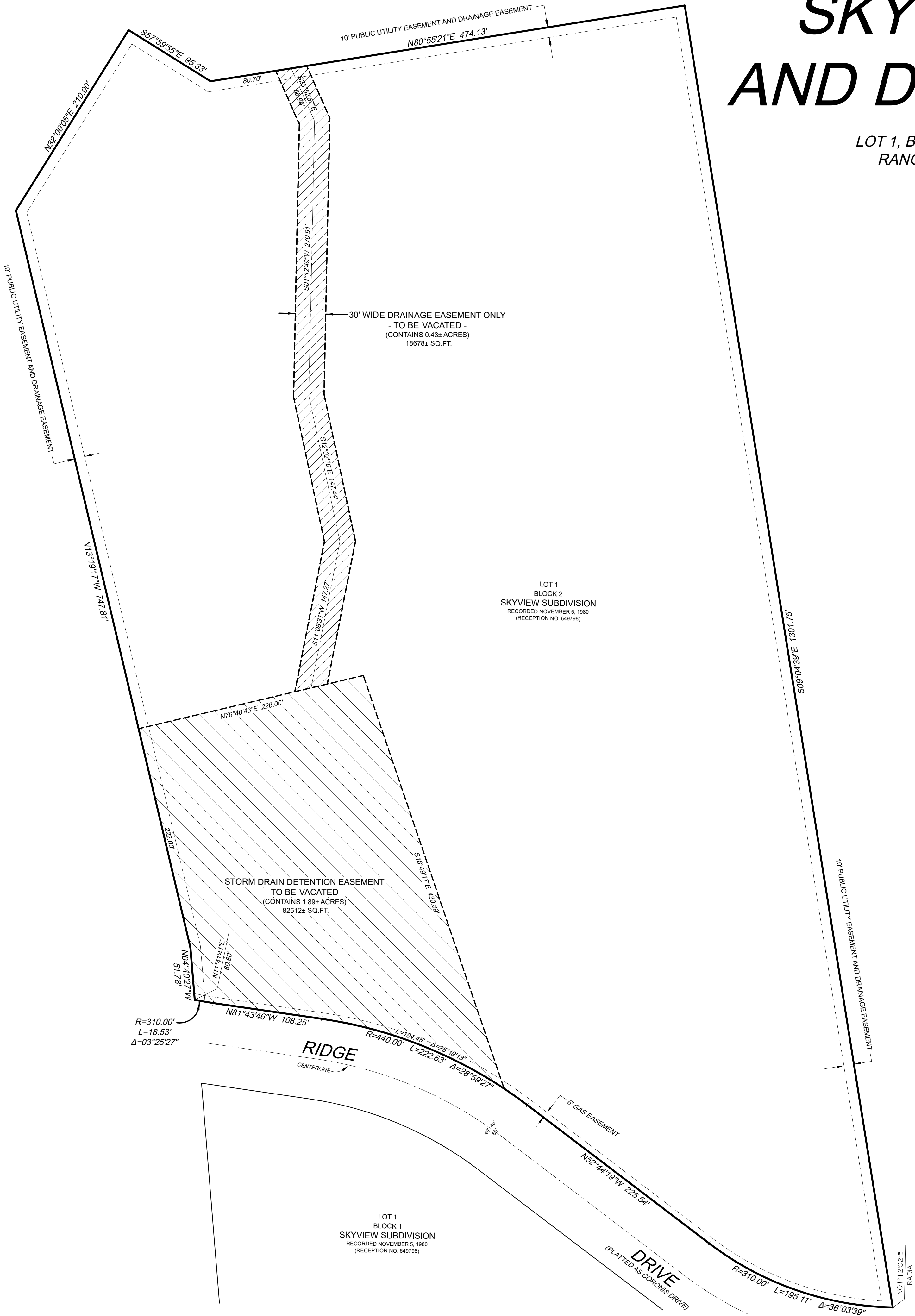
ATTEST



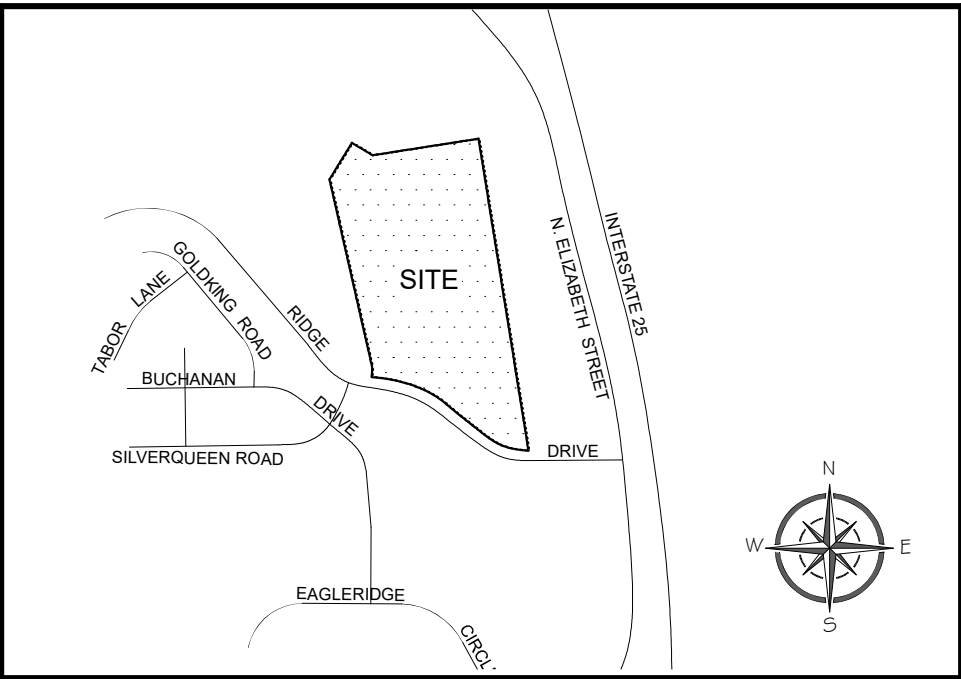
Deputy City Clerk

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.



[Hatched Area] = EASEMENT TO BE VACATED (HATCHED AREA)



VICINITY MAP

Pueblo, Colorado
October 13, 2015

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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	NUM

SHEET: 1 OF 1

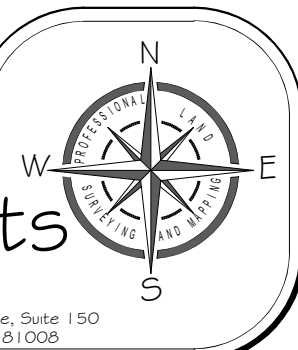
DATE: 7-27-2023

SCALE: 1" = 60'

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

Cardinal Points
Surveying Inc.

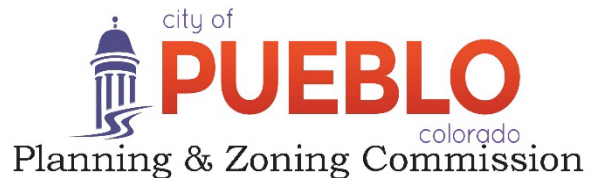
4776 Eagle Ridge Circle, Suite 150
Pueblo, Colorado 81008



Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, 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

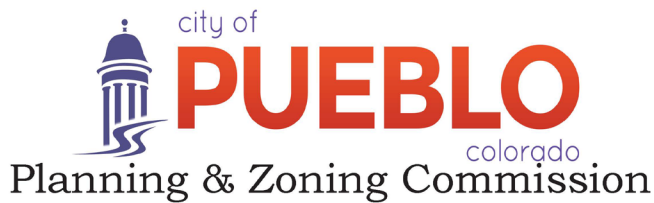
DATE: November 16, 2023

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

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



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.

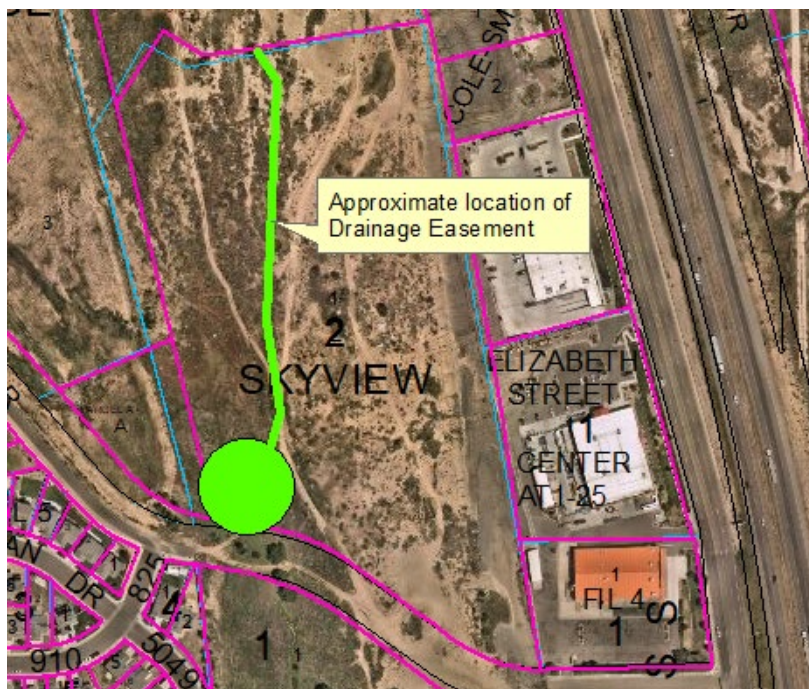
REFERRAL AGENCIES AND COMMENTS:

- 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

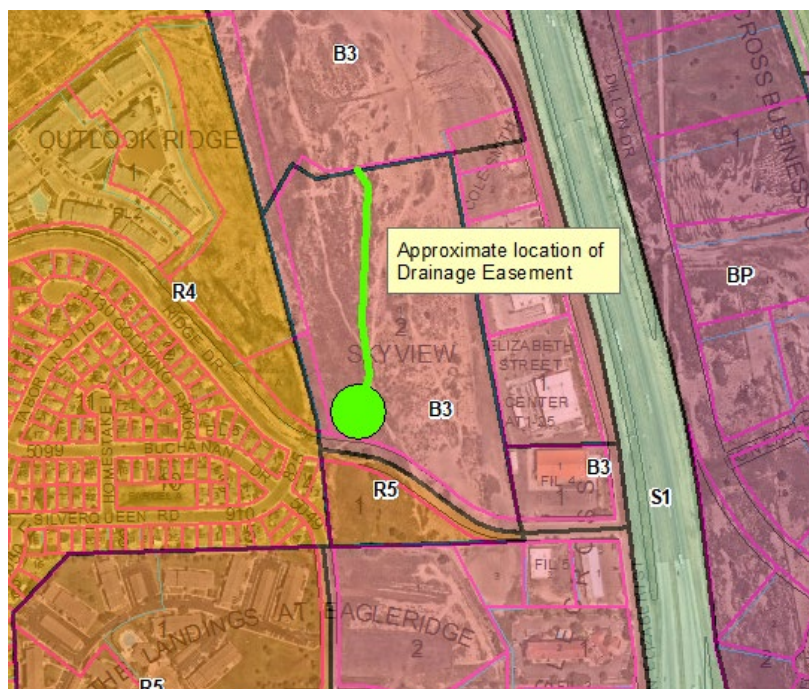
ATTACHMENTS:

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

ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



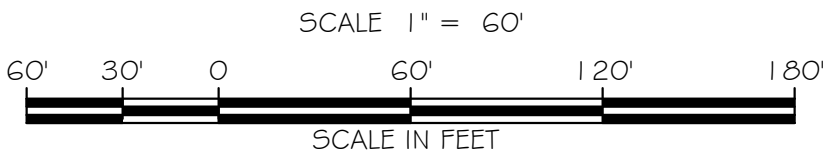
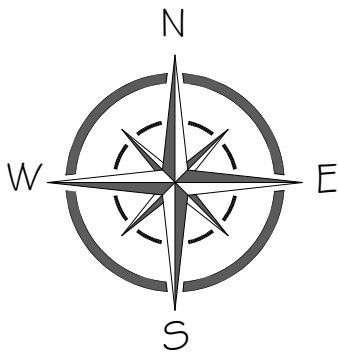
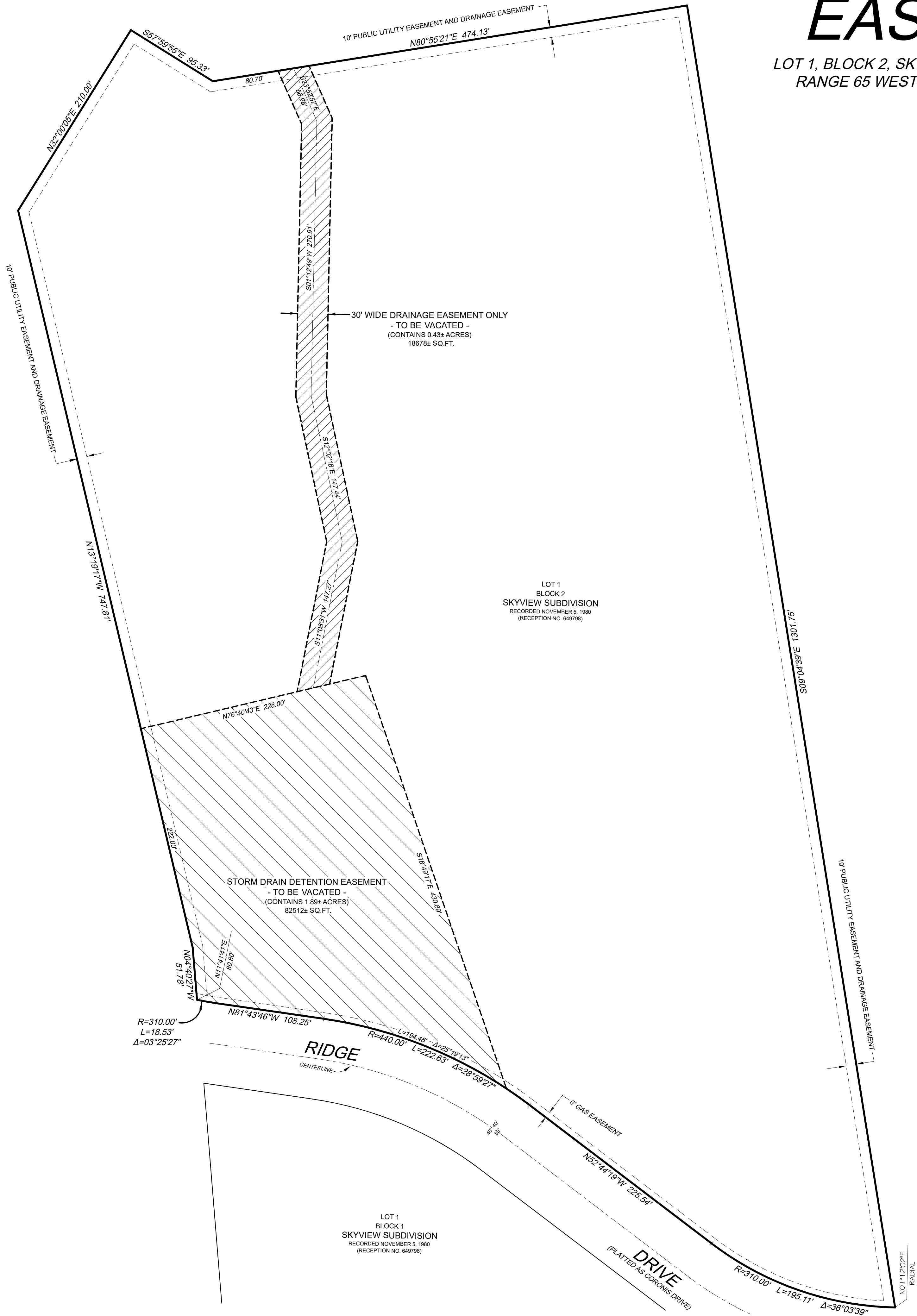
D. Site Photos-Public Notice



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

EASEMENT VACATION V-**-**

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Said Vacated Drainage Easement Only contains 0.43± acres, 1867± 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, 8251± 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:

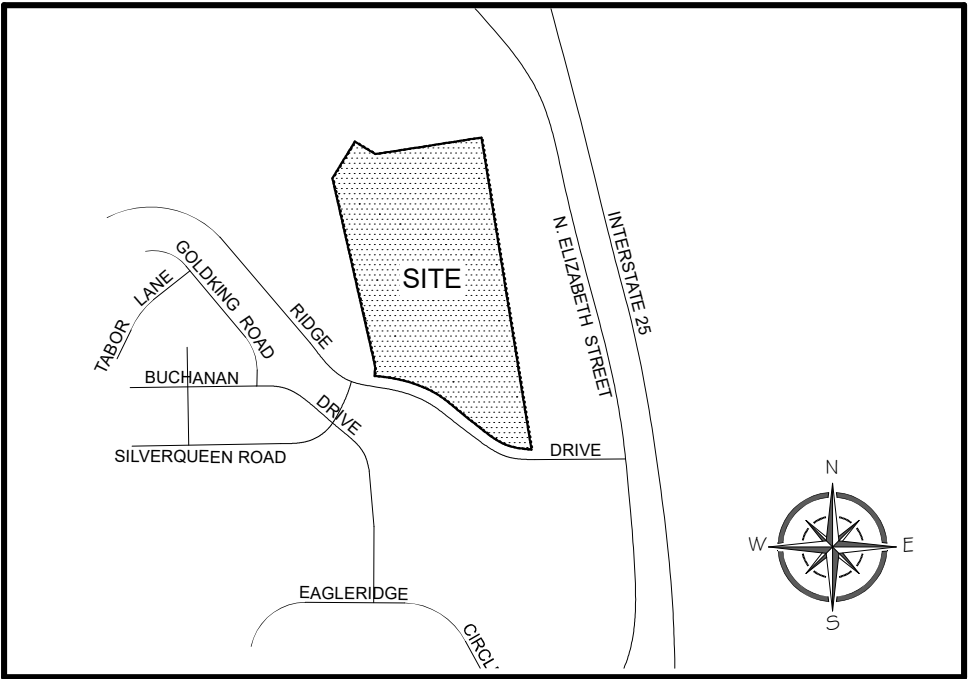
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NATHANIEL J. MAESTAS
PROFESSIONAL LAND SURVEYOR NO. 38160

DATE



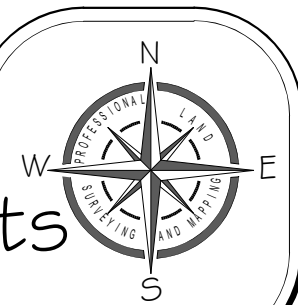
VICINITY MAP

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:

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

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

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



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

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

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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.

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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 Caputo

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 Caputo

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
MC GEE 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