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

MONDAY, MAY 13, 2024
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 Mark Aliff

B. INVOCATION
Pastor Ken Wood, The Avenue Church

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "Laura Schwartzenberger Day - May 25, 2024" - "For Love of Laura" Committee

E2 Recognition Presentation: "Pueblo's 2024 Public Health Champion" - Eva Cosyleon, MPO Manager, City of Pueblo

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF AGENDA

I. APPROVAL OF AGENDA

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

J. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated April 22, 2024, as distributed.

J1 City Council Meeting Minutes April 22, 2024

K. CONSENT AGENDA

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

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A Resolution awarding a construction contract in the amount of $267,230.41 to Finsterwald Landscaping and Irrigation for Project No. 24-052, Concrete Improvements - West 29th Street Phase 1 (I-25 to High Street), setting forth $82,769.59 for contingencies, and authorizing the purchasing agent to execute same

M2 A Resolution awarding a construction contract in the amount of $108,193.49 to Finsterwald Landscaping and Irrigation for Project No. 24-054, Concrete Improvements - Bonforte Boulevard, setting forth $32,806.51 for contingencies, and authorizing the Purchasing Agent to execute same

M3 A Resolution ratifying an emergency construction contract in the amount of $92,526.71 with Parker Excavating, Inc. for emergency sanitary sewer point repair at 118 E Adams Ave, Project No. 20-059 (WWAN03) and approving the Purchasing Agent’s execution of the same

M4 A Resolution awarding a construction contract in the amount of $88,354.25 to A-1 Chipseal Co., for Project No. 24-046, Asphalt Preservation - Elmwood Golf Course Parking Lot, setting forth $8,645.75 for contingencies, and authorizing the Purchasing Agent to execute same

M5 A Resolution ratifying the award of an emergency construction contract in the amount of $39,967.07 to Russ Grading & Excavating LLC, for Project No. 23-040 (SWAN03) - Emergency Storm Sewer Point Repair at the Intersection of Northern Avenue and Lake Avenue, approving a change order in the amount of $3,034.90 for additional work and materials, and authorizing and approving the Purchasing Agent's execution of same

M6 A Resolution awarding a construction contract in the amount of $22,495.00 to Corejo Materials, for Project No. 24-063, Asphalt Crack Repairs - Pueblo Motorsports Park, setting forth $2,505.00 for contingencies, and authorizing the Purchasing Agent to execute same

M7 A Resolution approving Amendment No. 2 to the Professional Architectural Services Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Hurtig, Gardner, Froelich, Architects, Inc., a Colorado Corporation, in the amount of $20,680.00 for 22-095, Architectural Consultant for Design of City Park Tennis Court Restrooms, and authorizing the Purchasing Agent to execute same

M8 A Resolution ratifying an emergency construction contract in the amount of $13,534.90 with Parker Excavating, Inc. for emergency sanitary sewer point repair at 109 Stanford Ave, Project No. 20-059 (WWAN03) and approving the Purchasing Agent’s execution of the same

M9 A Resolution ratifying an emergency construction contract in the amount of $12,103.47 with Parker Excavating, Inc. for emergency sanitary sewer point repair at 1016 N. Elizabeth St., Project No. 20-059 (WWAN03) and approving the Purchasing Agent’s execution of the same

M10 A Resolution ratifying an emergency construction contract in the amount of $7,051.39 with Parker Excavating, Inc. for emergency sanitary sewer point repair at 2104 Wyoming Ave, Project No. 20-059 (WWAN03) and approving the Purchasing Agent’s execution of the same

M11 A Resolution authorizing the issuance of a revocable permit (REV-24-12) to the Colorado State Fair for the use of the public right-of-way along Small Avenue between Scranton

Avenue and Euclid Avenue for the purpose of the annual Colorado State Fair Parade.

M12 A Resolution ratifying PACOG's joint appointment of Mark Kleven to the Building Board of Appeals - General Contractor Position

M13 A Resolution ratifying PACOG's joint appointment of Larry Moore to the Electrical Board of Appeals - Journeyman Position and Seth Boutilier to the Electrical Board of Appeals - Electric Utility Employee Position

M14 A Resolution ratifying PACOG's joint appointment of Steve Girodo to the Mechanical Board of Appeals - Journeyman Position

M15 A Resolution ratifying PACOG's joint appointment of Ken Gulley to the Plumbing Board of Appeals - Journeyman Position and Lance Harvey to the Plumbing Board of Appeals - Contractor Position

M16 A Resolution approving an Environmental Covenant Deed Restriction on certain portion of the Lake Minnequa Expansion Project

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance approving and accepting a Grant Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado Department of Natural Resources, Colorado Parks and Wildlife, for a LWCF Grant Play Fair Park, authorizing the Mayor to execute the same, Establishing Project No. CI2441 - Minnequa Lake Trail, budgeting and appropriating funds in the amount of $875,000 to Project No. CI2441 - Minnequa Lake Trail, and authorizing payment in the amount of $875,000 from Project No. CI2113 - American Rescue Plan Act as authorized by section 603(C)(1) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6

N2 An Ordinance accepting a grant from the Robert Hoag Rawlings Foundation in the amount of $182,000 to support the construction of the City Park Tennis Complex Clubhouse and Restrooms, approving the grant agreement and authorizing the Mayor to execute the same, establishing Project No. CI2439, and budgeting and appropriating funds in the amount of $182,000 to Project No. CI2439

N3 An Ordinance approving and accepting an OEDIT Grant from the State of Colorado Outdoor Recreation Industry Office for the funding of the City of Pueblo Outdoor Recreation Administrator, establishing Project No. CI2438, and budgeting and appropriating funds in the amount of $100,000 to Project No. CI2438

N4 An Ordinance establishing Project No. LT2409 - Elizabeth Street Parkway Outdoor Basketball Courts Mural Project, and budgeting and appropriating funds in the amount of $10,000 to Project No. LT2409

N5 An Ordinance amending Section 6-5-16 of Chapter 5, of Title VI of The Pueblo Municipal Code relating to the FY 2024 Classification and Pay Plan by amending the pay scale for Tax Compliance Technician

N6 An Ordinance amending Chapter 12 of Title XVI by introducing "Article III - Grading Permit"

N7 An Ordinance approving an Easement Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo County, a political subdivision of the State of Colorado, relating to the construction, operation, and maintenance of a limited access roadway, fencing, trail, trailhead, drainage, and other associated improvements within the Honor Farm Park and Open Space, and approving the Mayor to execute the Easement Agreement on behalf of the City

N8 An Ordinance rescinding Resolution 15594, accepting funds in the amount of $200,000.00

from Pueblo Urban Renewal Authority, for the HARP Channel Extension and Boathouse Construction Project, and budgeting and appropriating said funds to Project Account CI2432 - Const. HARP Extension and Boathouse.

N9 An Ordinance approving a lease agreement between the City of Pueblo, a Colorado Municipal Corporation, and Goodrich Corporation, a New York Corporation, authorized to do business in the state of Colorado, for the premises known as Lot 8, Lot 11, and Parcel G, William White Boulevard, Pueblo, Colorado

N10 An Ordinance amending Pueblo Municipal Code Title XI, Chapter 1 to add a new section 612 regulating scheduled commercial passenger transportation within the City of Pueblo, and providing penalties therefor

N11 An Ordinance creating Section 408 of Chapter 1 of Title XI of the Pueblo Municipal Code adding the offense of possession of theft tools and providing penalties therefor

N12 An Ordinance extending the term of the current Collective Bargaining Agreement between the City of Pueblo and the International Association of Firefighters Local No. 3 for a one-year period commencing January 1, 2025, through December 31, 2025, and authorizing the Mayor to execute same

N13 An Ordinance approving a purchase agreement between the City of Pueblo, a Colorado Municipal Corporation and Musco Sports Lighting LLC, A Colorado Corporation in the amount of $649,894 for new lighting equipment for the City Park Ballfields 3 and 4 and the Mineral Palace Park Pickleball Courts, authorizing the City of Pueblo's purchasing agent to execute the Purchasing Agreement, creating Project No. CI2440, and budgeting and appropriating $649,894 to Project No. CI2440

O. APPROVAL OF CONSENT AGENDA

I move to approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for May 28, 2024, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A Resolution Confirming the appointment of Nelson Dunford to the Position of Municipal Court Judge

Q2 A Resolution amending the legislative procedures and rules of the Pueblo City Council by creating a policy regarding payment from the Council Contingencies Account

Q3 A Resolution awarding a construction contract in the amount of $14,244,873.00 to H.W. Houston Construction, for Project No. 23-048A, Construction of Boathouse and Channel Extension for Historic Arkansas Riverwalk of Pueblo Phase IV (HARP Phase IV), setting forth $452,225.00 for contingencies, and authorizing the Purchasing Agent to execute same

Q4 A Resolution awarding a construction contract in the amount of $1,115,764.00 to Miller Pipeline, LLC, and setting forth $223,153.00 for contingencies, for Project No. 24-057 (WWAN01) 2024 Court Street Sanitary Sewer Rehabilitation Project and authorizing the Purchasing Agent to execute the same

Q5 A Resolution establishing two projects in Fund 456- Fire Stations. Project CI2434 - Pumper Fire Apparatus for $900,000, and Project CI2435 - Fire Station No. 6, 8, and 11, for $33,550,000 plus any future funds already budgeted and appropriated.

Q6 A Resolution authorizing the transfer of $750,000 to Project ED0801, Lease Proceeds Escrow/RMS previously established in the 1992-2026 Sales and Use Tax Capital Improvements Project Fund

Q7 A Resolution authorizing payment of eight hundred thirty-four thousand one hundred and forty-four dollars ($834,144) from Project No. CI-2113 – American Rescue Plan Act, for the purposes of aligning all hardware and software licensing, warranty and technical support services, and certification training, and adding situational awareness cameras to the Real-Time Crime Center, as authorized by Section 603 (a) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35

Q8 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to Global Medical Response, DBA: American Medical Response in the amount of $2,000 to sponsor the Safety Jam on Saturday, June 1, 2024, at 12:00 pm

Q9 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to American Legion Post 2, as the fiscal sponsor of Boy Scout Troop 19, in the amount of $1,000 to sponsor Boy Scout Troop 19

R. ORDINANCES – FINAL PRESENTATION

R1 An Ordinance of the City of Pueblo amending Title XI, Chapter 1, Section 405 of the Pueblo Municipal Code prohibiting the establishment, operation, use, or participation in syringe exchange or distribution programs within the City of Pueblo and providing penalties therefor - *Introduced April 22, 2024 by Councilor Regina Maestri*

R2 An Ordinance approving an Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, acting by and through the Community Asset Enterprise/Colorado Energy Office relating to a grant to install four Direct Current Fast Charging (DCFC) electric vehicle charging stations at the Main Street Parking Garage; accepting a grant in the amount of $445,000; establishing Project Account CI2433 - Design and Install Main Street Garage DCFC EV Chargers; transferring funds in the amount of $400,000 from Project Account CI2408 - EV Charging Stations (Fleet) to Project Account CI2433 - Design and Install Main Street Garage DCFC EV Chargers; budgeting and appropriating a total of $845,000.00 into Project Account CI2433 - Design and Install Main Street Garage DCFC EV Chargers; and approving the Mayor to execute the Intergovernmental Agreement on behalf of the City - *Introduced April 22, 2024 by Councilor Regina Maestri*

R3 An Ordinance approving and authorizing the Mayor to sign a Subrecipient Agreement between the City of Pueblo, a Colorado Municipal Corporation and Catholic Charities of the Diocese of Pueblo, Inc. dba Catholic Charities of Southern Colorado, a Colorado nonprofit corporation as authorized by Section 603 (c)(1)(A) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6 and authorizing the payment of two hundred thousand dollars ($200,000) from Project No. CI2113 - American Rescue Plan Act, for purposes thereof - *Introduced April 22, 2024 by Councilor Regina Maestri*

R4 An Ordinance approving and accepting a 2024 Colorado Department of Public Safety, Division of Criminal Justice Opioid Grant in the amount of $9,580 for synthetic opiate poisoning investigation and distribution interdiction, establishing project number PS2403, budgeting and appropriating grant funds of $9,580 to said project, and authorizing Mayor Graham to execute the grant award letter and related documents - *Introduced April 22, 2024 by Councilor Regina Maestri*

R5 An Ordinance creating Part 21 of Section 15-1-8 of the Pueblo Municipal Code regulating the parking in electric motor vehicle charging stations. - *Introduced April 22, 2024 by Councilor Regina Maestri*

R6 An Ordinance creating Article IX of Chapter 1 of Title XI within the Pueblo Municipal Code, adding Sections 11-1-901 through 11-1-904 thereto, enacting provisions and prohibitions with respect to certain gaming and gambling devices, and providing penalties for the violation thereof - *Introduced April 22, 2024 by Councilor Regina Maestri*

R7 An Ordinance amending Article 1 through 6 of Chapter 6 of Title IX within the Pueblo Municipal Code, modifying licensing and fees for coin-operated amusement devices and coin-operated music machines. - *Introduced April 22, 2024 by Councilor Regina Maestri*

R8 An Ordinance amending the fiscal year 2024 Staffing Ordinance by converting one (1) vacant full-time Internal Auditor Position to a new classification entitled Non-Profit Compliance Coordinator within the authorized staffing levels of The Mayor's Office - *Introduced April 22, 2024 by Councilor Regina Maestri*

R9 An Ordinance amending section 6-5-16 of Chapter 5, of Title VI of The Pueblo Municipal Code relating to the FY 2024 classification and pay plan by establishing the pay scale for Non-Profit Compliance Coordinator - *Introduced April 22, 2024 by Councilor Regina Maestri*

R10 An Ordinance amending the fiscal year 2024 Staffing Ordinance by converting one (1) full-time vacant position entitled Food Project Coordinator to a position entitled Marketing and Social Media Specialist within the authorized staffing levels at the Mayor's Office - *Introduced April 22, 2024 by Councilor Regina Maestri*

R11 An Ordinance amending section 6-5-16 of Chapter 5, of Title VI of the Pueblo Municipal Code relating to the FY 2024 classifications and pay plan by establishing the pay scale for Marketing and Social Media Specialist. - *Introduced April 22, 2024 by Councilor Regina Maestri*

S. QUASI-JUDICIAL PROCEEDINGS

S1 An Ordinance vacating a utility easement within Lot 1, North Pueblo Commercial Park Filing 5

S2 An Ordinance vacating a portion of the alley within Block 11, Mattice's Subdivision

T. ADJOURN

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, APRIL 22, 2024 - 7:00 PM

MINUTES

A. CALL TO ORDER

President Aliff called the meeting to order at 7:06 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Council Members Present: Mark Aliff, Dennis Flores, Roger Gomez, Charles Hernandez, Joe Latino, Regina Maestri, Sarah Martinez.

Council Members Present via Zoom: None.

Council Members Absent: None.

Administrative Staff Members Present: Mayor Heather Graham, Chief of Staff Brian McCain, City Attorney Carla Sikes, Deputy City Attorney Harley Gifford, City Clerk Marisa Stoller.

E. SPECIAL RECOGNITIONS

E1 PROCLAMATION PRESENTATION: “55TH ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK - MAY 5-11, 2024" - CITY OF PUEBLO CLERK'S OFFICE

E2 PROCLAMATION PRESENTATION: “PARKINSON'S AWARENESS MONTH - APRIL 2024" - NICK HERRERA, FACILITATOR OF PARKINSON'S SUPPORT GROUP

E3 PROCLAMATION PRESENTATION: "CREATIVE INDUSTRIES WEEK - MAY 5-10, 2024" - CREATIVE CONSORTIUM OF PUEBLO

F. PUBLIC FORUM

- Gus Garcia - Reallocations being given to agencies
- Ted Freeman - Pueblo progressing
- Thomas Eliot - Needle Programs
- Roxanne Pignanelli - Needle Exchange
- Cathy Jacobs - SSP Syringe ordinance
- Geo Samaras - Earth Day Special

G. COUNCIL MEMBER AND MAYOR COMMENTARY

Mayor Graham addressed public comments and misinformation.

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

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Martinez, seconded by Councilor Flores, moved to postpone item N1 to the May 13, 2024 agenda.

Roll Call - **Ayes:** Councilor Flores, Councilor Latino, Councilor Martinez. **Nays:** President Aliff, Councilor Gomez, Councilor Hernandez, Councilor Maestri. Motion Failed 3-4.

Councilor Maestri, seconded by Councilor Hernandez, moved to remove R6 from the agenda and to approve the agenda as amended.

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MEETING MINUTES APRIL 08, 2024

Councilor Maestri, seconded by Councilor Gomez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **April 08, 2024** as distributed.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Hernandez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

K. CONSENT AGENDA

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

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $724,041.55 TO PYRAMID CONSTRUCTION, INC., FOR PROJECT NO. 24-041, ASPHALT IMPROVEMENTS - COURT STREET, SETTING FORTH $144,958.45 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **15596**.

M2 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE

AMOUNT OF $682,640.60 TO TONY J BELTRAMO & SONS, INC., FOR PROJECT NO. 24-008, CONSTRUCTION OF ADAMS AVENUE AND JACKSON STREET ROUNDABOUT, SETTING FORTH $190,359.40 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **15597**.

M3 A RESOLUTION APPROVING PAYMENT IN THE AMOUNT OF $210,576.78 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR THE PURCHASE OF A CRISIS NEGOTIATOR VAN FOR THE POLICE DEPARTMENT, AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR §35.6

This Resolution was assigned as **15598**.

M4 A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE PUEBLO REGIONAL ON-CALL TRANSPORTATION TECHNICAL ASSISTANCE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND WILSON & COMPAYNY, INC., A COLORDO CORPORATION, IN THE AMOUNT OF $29,300 FOR BID NO. 22-069, TECHNICAL TRANSPORTATION SERVICES FOR UPDATING TRAVEL DEMAND MODEL, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **15599**.

M5 A RESOLUTION OF SUPPORT FOR THE DESIGNATION OF COLORADO HIGHWAY 78 BETWEEN THE CITY OF PUEBLO AND BEULAH TOWNSHIP AS THE "PFC THOMAS MICHAEL "MIKE" HANRATTY, USMC MEMORIAL HIGHWAY" AND AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO WORK COOPERATIVELY WITH PUEBLO COUNTY AND THE COLORADO DEPARTMENT OF TRANSPORTATION TO FABRICATE AND INSTALL THE SIGNAGE FOR THE NEW DESIGNATION

This Resolution was assigned as **15600**.

M6 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-3) TO THE NATIONAL MS SOCIETY FOR THE CLOSURE OF S. VICTORIA AVENUE FROM THE RIVER WALK PARKING LOT TO S. ELIZABETH AND S. ELIZABETH TO THE NORTH END OF THE ACME AND FIRE SAFETY EQUIPMENT CO BUILDING TO FACILITATE THE WALK MS PUEBLO EVENT ON APRIL 27, 2024, FROM 5:00 A.M. TO 2:00 P.M.

This Resolution was assigned as **15601**.

M7 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-6) TO THE OUTLAWS ROD & CUSTOM CAR CLUB FOR THE CLOSURE OF VICTORIA AVENUE FROM C STREET TO GREENWOOD AND D STREET FROM THE ALLEYWAY BETWEEN UNION AND VICTORIA TO THE ALLEYWAY BETWEEN VICTORIA AND LAMKIN TO HOST THEIR ANNUAL CAR SHOW ON MAY 4, 2024, FROM 5:30 A.M. TO 4:00 P.M.

This Resolution was assigned as **15602**.

M8 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-7) TO THE GREATER PUEBLO CHAMBER OF COMMERCE FOR THE CLOSURE OF THE ALLEYS BETWEEN S. VICTORIA AVE., W. C ST., S. UNION AVE., AND W. B ST. TO HOST THE COLORADO CREATIVE INDUSTRIES SUMMIT CONFERENCE WELCOME PARTY

This Resolution was assigned as **15603**.

M9 A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO MAKE, EXECUTE AND DELIVER IN THE NAME OF THE CITY OF PUEBLO, FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS AND TO BIND THE CITY OF PUEBLO'S COMPLIANCE THEREWITH

This Resolution was assigned as **15604**.

M10 A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $186,000.00 FROM THE PUBLIC WORKS OPERATING BUDGET INTO PROJECT NO. CIAN20 - CITY BUILDING REPAIRS

This Resolution was assigned as **15605**.

M11 A RESOLUTION ADDING THE NAME OF MAYOR HEATHER GRAHAM AS AN AUTHORIZED OFFICER OF THE CITY OF PUEBLO STORMWATER UTILITY ENTERPRISE IN CONNECTION WITH THE WATER POLLUTION CONTROL REVOLVING FUND OR DRINKING WATER REVOLVING FUND LOAN AGREEMENT

This Resolution was assigned as **15606**.

M12 A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF 80.28-ACRE AREA COMMONLY KNOWN AS THE PUEBLO RECREATION RESORT NO. 1 ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

This Resolution was assigned as **15607**.

M13 A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF 219.95-ACRE AREA COMMONLY KNOWN AS THE PUEBLO RECREATION RESORT NO. 2 ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

This Resolution was assigned as **15608**.

M14 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $32,686,806 TO NUNN CONSTRUCTION, FOR PROJECT NO. 24-010, CONSTRUCTION OF FIRE STATIONS 6, 8, AND 11, SETTING FORTH $1,518,194 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING

AGENT TO EXECUTE SAME

This Resolution was assigned as **15609**.

M15 A RESOLUTION OF THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, APPROVING LEASE/PURCHASE FINANCING WITH CLAYTON HOLDINGS, LLC, FOR SPORTS FIELD AND COURT LIGHTING SYSTEMS FROM MUSCO SPORTS LIGHTING, LLC, 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 **15610**.

M16 A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF JASON BAKER, JEFF HECKLER, MICHAEL MESSERVY, AND MILES LUCERO TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC)

This Resolution was assigned as **15611**.

M17 A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE MAYOR OF JASON SCHIERLING TO SERVE A FOUR-YEAR TERM EXPIRING MAY 9, 2028 ON THE PUEBLO DEPOT ACTIVITY AUTHORITY (AKA PUEBLOPLEX) BOARD OF DIRECTORS

This Resolution was assigned as **15612**.

M18 A RESOLUTION RESCINDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BY AND BETWEEN CITY OF PUEBLO AND OLSSON, INC. AND AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BY AND BETWEEN CITY OF PUEBLO AND JR ENGINEERING, INC IN THE AMOUNT OF $145,890.00, FOR PROJECT NO. 23-146, DESIGN FOR INTERSECTION OF PRAIRIE AND ST. CLAIR, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **15613**.

M19 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO COLLINS AEROSPACE FOR THE USE OF LOTS 8 AND 11 AND, PARCEL G, WILLIAM WHITE BOULEVARD, PUEBLO, COLORADO FOR THE PURPOSE OF INSTALLING A FENCE LINE MONITORING SYSTEM REQUIRED BY THE COLORADO DEPARTMENT OF HEALTH AND ENVIRONMENT – AQD

This Resolution was assigned as **15614**.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE OF THE CITY OF PUEBLO AMENDING TITLE XI, CHAPTER 1, SECTION 405 OF THE PUEBLO MUNICIPAL CODE PROHIBITING THE ESTABLISHMENT, OPERATION, USE, OR PARTICIPATION IN SYRINGE EXCHANGE OR DISTRIBUTION PROGRAMS WITHIN THE CITY OF PUEBLO AND PROVIDING PENALTIES THEREFOR

N2 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COMMUNITY ASSET ENTERPRISE/COLORADO ENERGY OFFICE RELATING TO A GRANT TO INSTALL FOUR DIRECT CURRENT FAST CHARGING (DCFC) ELECTRIC VEHICLE CHARGING STATIONS AT THE MAIN STREET PARKING GARAGE; ACCEPTING A GRANT IN THE AMOUNT OF $445,000; ESTABLISHING PROJECT ACCOUNT CI2433 - DESIGN AND INSTALL MAIN STREET GARAGE DCFC EV CHARGERS; TRANSFERRING FUNDS IN THE AMOUNT OF $400,000 FROM PROJECT ACCOUNT CI2408 - EV CHARGING STATIONS (FLEET) TO PROJECT ACCOUNT CI2433 - DESIGN AND INSTALL MAIN STREET GARAGE DCFC EV CHARGERS; BUDGETING AND APPROPRIATING A TOTAL OF $845,000.00 INTO PROJECT ACCOUNT CI2433 - DESIGN AND INSTALL MAIN STREET GARAGE DCFC EV CHARGERS; AND APPROVING THE MAYOR TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT ON BEHALF OF THE CITY

N3 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND CATHOLIC CHARITIES OF THE DIOCESE OF PUEBLO, INC. DBA CATHOLIC CHARITIES OF SOUTHERN COLORADO, A COLORADO NONPROFIT CORPORATION AS AUTHORIZED BY SECTION 603 (C)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF TWO HUNDRED THOUSAND DOLLARS ($200,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

N4 AN ORDINANCE APPROVING AND ACCEPTING A 2024 COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE OPIOID GRANT IN THE AMOUNT OF $9,580 FOR SYNTHETIC OPIATE POISONING INVESTIGATION AND DISTRIBUTION INTERDICTION, ESTABLISHING PROJECT NUMBER PS2403, BUDGETING AND APPROPRIATING GRANT FUNDS OF $9,580 TO SAID PROJECT, AND AUTHORIZING MAYOR GRAHAM TO EXECUTE THE GRANT AWARD LETTER AND RELATED DOCUMENTS

N5 AN ORDINANCE VACATING A UTILITY EASEMENT WITHIN LOT 1, NORTH PUEBLO COMMERCIAL PARK FILING 5

N6 AN ORDINANCE VACATING A PORTION OF THE ALLEY WITHIN BLOCK 11, MATTICE'S SUBDIVISION

N7 AN ORDINANCE CREATING PART 21 OF SECTION 15-1-8 OF THE PUEBLO MUNICIPAL CODE REGULATING THE PARKING IN ELECTRIC MOTOR

VEHICLE CHARGING STATIONS.

N8 AN ORDINANCE CREATING ARTICLE IX OF CHAPTER 1 OF TITLE XI WITHIN THE PUEBLO MUNICIPAL CODE, ADDING SECTIONS 11-1-901 THROUGH 11-1-904 THERETO, ENACTING PROVISIONS AND PROHIBITIONS WITH RESPECT TO CERTAIN GAMING AND GAMBLING DEVICES, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF

N9 AN ORDINANCE AMENDING ARTICLE 1 THROUGH 6 OF CHAPTER 6 OF TITLE IX WITHIN THE PUEBLO MUNICIPAL CODE, MODIFYING LICENSING AND FEES FOR COIN-OPERATED AMUSEMENT DEVICES AND COIN-OPERATED MUSIC MACHINES.

N10 AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY CONVERTING ONE (1) VACANT FULL-TIME INTERNAL AUDITOR POSITION TO A NEW CLASSIFICATION ENTITLED NON-PROFIT COMPLIANCE COORDINATOR WITHIN THE AUTHORIZED STAFFING LEVELS OF THE MAYOR'S OFFICE

N11 AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2024 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR NON-PROFIT COMPLIANCE COORDINATOR

N12 AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY CONVERTING ONE (1) FULL-TIME VACANT POSITION ENTITLED FOOD PROJECT COORDINATOR TO A POSITION ENTITLED MARKETING AND SOCIAL MEDIA SPECIALIST WITHIN THE AUTHORIZED STAFFING LEVELS AT THE MAYOR'S OFFICE

N13 AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2024 CLASSIFICATIONS AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR MARKETING AND SOCIAL MEDIA SPECIALIST.

O. APPROVAL OF CONSENT AGENDA

Councilor Maestri, seconded by Councilor Gomez, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for May 13, 2024, and Order the Ordinances to be published BY TITLE.

Roll Call – **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Hernandez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO C CUBED TRAINING IN THE AMOUNT OF $700 TO SPONSOR THE INTERNATIONAL DAY OF GIRLS IN IT CELEBRATION ON THURSDAY, APRIL 25 FROM 10 AM - 2 PM AT THE CYBER CUBE IN WATER TOWER PLACE

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Hernandez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as **15615**.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE PUEBLO DOWNTOWN ASSOCIATION IN THE AMOUNT OF $1,000 TO SPONSOR THE 2024 LEVEE WALK ON SATURDAY, JUNE 8, 2024

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Hernandez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** Councilor Gomez. Motion Passed 6-1.

This Resolution was assigned as **15616**.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AND THE HISTORIC ARKANSAS RIVERWALK OF PUEBLO AUTHORITY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO BY WHICH PUEBLO COUNTY WILL PAY TO THE CITY OF PUEBLO $9,000,000 IN 1A FUNDS FOR THE CONSTRUCTION OF THE HARP CHANNEL EXTENSION AND BOATHOUSE PROJECT, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ACCEPTING THE 1A FUNDS FROM THE COUNTY, ESTABLISHING PROJECT NO. CI2432, AND BUDGETING AND APPROPRIATING THE FUNDS TO PROJECT NO. CI2432

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

PUBLIC HEARING:

- Lynn Clark appeared in person to speak in favor of this ordinance

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Hernandez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** Councilor Gomez. Motion Passed 6-1.

This Ordinance was assigned as **10687**

R2 AN ORDINANCE APPROVING AND ACCEPTING A COLORADO DEPARTMENT OF LOCAL AFFAIRS GRANT IN THE AMOUNT OF $1,000,000 FOR THE HARP CHANNEL EXTENSION AND BOATHOUSE CONSTRUCTION PROJECT, AUTHORIZING THE MAYOR TO EXECUTE THE RELATED GRANT AGREEMENT, TRANSFERRING $1,000,000 FROM THE GENERAL FUND UNAPPROPRIATED FUND BALANCE, AND BUDGETING AND APPROPRIATING $2,000,000 IN TOTAL FUNDS TO PROJECT NO. CI2432

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Hernandez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** Councilor Gomez. Motion Passed 6-1.

This Ordinance was assigned as **10688.**

R3 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A COOPERATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE HISTORIC ARKANSAS RIVERWALK OF PUEBLO AUTHORITY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO RELATING TO THE CONSTRUCTION OF THE HARP CHANNEL EXTENSION AND BOATHOUSE PROJECT

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Hernandez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10689.**

R4 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, PROJECT: SHO M086-102 (25957), ACCEPTING A GRANT IN THE AMOUNT OF $1,350,000.00, ESTABLISHING PROJECT ACCOUNT CI2431, LAKE AVE & JONES AVE ROUNDABOUT, TRANSFERRING $150,000.00 FROM PROJECT ACCOUNT CI2415, STREET REHABILITATION TO PROJECT ACCOUNT CI2431, LAKE AVE & JONES AVE ROUNDABOUT, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $1,500,000 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 Aliff declared the Hearing closed.

Councilor Gomez, seconded by Councilor Latino, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Hernandez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10690.**

R5 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, PROJECT: SHO M086-101 (25954) GRAND AND 13TH ROUNDABOUT, ACCEPTING A GRANT IN THE AMOUNT OF $1,485,000.00, ESTABLISHING PROJECT ACCOUNT CI2430, GRAND AVE. & 13TH ROUNDABOUT, TRANSFERRING $165,000.00 FROM PROJECT ACCOUNT HUAN01, STREET RESURFACING PROJECT TO PROJECT ACCOUNT CI2430, GRAND AVE. & 13TH ROUNDABOUT PROJECT, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $1,650,000, 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 Aliff declared the Hearing closed.

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Hernandez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10691.**

R6 AN ORDINANCE AMENDING SECTION 4-1-14 OF TITLE IV (BUILDING REGULATIONS), CHAPTER 1 (BUILDING DEPARTMENT ADMINISTRATION AND CONTRACTOR'S LICENSES) OF THE PUEBLO MUNICIPAL CODE TO EXEMPT THE CITY FROM THE REQUIREMENTS OF SECTION 4-1-11 RELATING TO LICENSE REQUIREMENTS FOR CONSTRUCTION PERMITTING

This item was removed from the agenda.

R7 AN ORDINANCE APPROVING AND ACCEPTING A PARTICIPATION AGREEMENT FROM THE COLORADO HOUSING AND FINANCE AUTHORITY, A BODY CORPORATE AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO; REINEN CONSULTANTS LLC, A COLORADO LIMITED LIABILITY COMPANY; THE ESPINOSA GROUP LLC, A COLORADO LIMITED LIABILITY COMPANY; AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION FOR THE DONATION OF PRELIMINARY DESIGN AND FEASIBILITY SERVICES FOR THE DEVELOPMENT OF AFFORDABLE HOUSING AT THE FORMER PUEBLO COMMUNITY HEALTH CENTER SITE LOCATED AT 1302 E. 4TH STREET AND 1305 E. 5TH STREET AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Hernandez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10692.**

R8 AN ORDINANCE AMENDING SECTION 17-2-2(84) OF CHAPTER 4 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO THE USE DEFINITION OF A MANUFACTURED HOME, ONE-FAMILY

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

PUBLIC HEARING:

- Vincent Hall appeared in person to speak in favor of this ordinance

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

Councilor Latino, seconded by Councilor Gomez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Hernandez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10693.**

R9 AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME POSITION TO THE AUTHORIZED STAFFING OF THE POLICE DEPARTMENT ENTITLED PD COMMUNITY ENGAGEMENT MANAGER

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

PUBLIC HEARING:

- Crystal Estrada appeared in person to speak in favor of this ordinance
- Augustine Garcia appeared in person to speak against this ordinance

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Hernandez, Councilor Maestri, Councilor Martinez. **Nays:** Councilor Latino. Motion Passed 6-1.

This Ordinance was assigned as **10694.**

R10 AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2024 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR PD COMMUNITY ENGAGEMENT MANAGER

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 Aliff declared the Hearing closed.

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Hernandez, Councilor Maestri, Councilor Martinez. **Nays:** Councilor Latino. Motion Passed 6-1.

This Ordinance was assigned as **10695.**

R11 AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY CONVERTING ONE (1) FULL-TIME ASSISTANT CITY ATTORNEY I POSITION TO A DEPUTY CITY ATTORNEY WITHIN THE AUTHORIZED STAFFING OF THE LAW DEPARTMENT

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Hernandez, Councilor Maestri, Councilor Martinez. **Nays:** Councilor Gomez, Councilor Latino. Motion Passed 5-2.

This Ordinance was assigned as **10696.**

S. EMERGENCY ORDINANCES

S1 AN EMERGENCY ORDINANCE AMENDING ORDINANCE NO. 10582 AUTHORIZING THE MAYOR TO DECLARE TEMPORARY HOUSING AND SHELTER EMERGENCIES AS NECESSARY THROUGHOUT THE YEAR FOR HOMELESS RESIDENTS OF THE CITY OF PUEBLO

A staff report and detailed review of the Ordinance was given by Mayor Heather Graham.

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Hernandez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10697.**

T. ADJOURN

President Aliff adjourned the meeting at 9:18 p.m.

Respectfully submitted,

Marisa Stoller
City Clerk

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

City Clerk's Office Item # M1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $267,230.41 TO FINSTERWALD LANDSCAPING AND IRRIGATION FOR PROJECT NO. 24-052, CONCRETE IMPROVEMENTS - WEST 29TH STREET PHASE 1 (I-25 TO HIGH STREET), SETTING FORTH $82,769.59 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to Finsterwald Landscaping and Irrigation for Project No. 24-052, Concrete Improvements - West 29th Street Phase 1 (I-25 to High Street).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of ADA curb ramp and sidewalk improvements to West 29th Street, from I-25 to High Street. This Resolution awards the construction contract to Finsterwald Landscaping and Irrigation.

FINANCIAL IMPLICATIONS:

Funds in the amount of $350,000.00 (contract and contingencies) will be paid from Project Account HUAN01, Street Resurfacing.

BOARD/COMMISSION RECOMMENDATION

None.

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STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-052 Bid Summary

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

RESOLUTION NO.15617

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $267,230.41 TO FINSTERWALD LANDSCAPING AND IRRIGATION FOR PROJECT NO. 24-052, CONCRETE IMPROVEMENTS - WEST 29TH STREET PHASE 1 (I-25 TO HIGH STREET), SETTING FORTH $82,769.59 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-052, Concrete Improvements - West 29th Street Phase 1 (I-25 to High Street) have been received and examined; AND,

WHEREAS, the proposal of Finsterwald Landscaping and Irrigation was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 24-052, Concrete Improvements - West 29th Street Phase 1 (I-25 to High Street) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-052, Concrete Improvements - West 29th Street Phase 1 (I-25 to High Street) to be performed, and the contract for said project is hereby awarded to Finsterwald Landscaping and Irrigation in the amount of $267,230.41.

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……$82,769.59

SECTION 4.

Funds in the amount of $350,000.00, for the contract and contingencies, shall be from Project Account HUAN01, Street Resurfacing.

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: May 13, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff B7A4F51823AB482...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDEFC3D43C...
CITY CLERK

City of Pueblo
Purchasing
Naomi Hedden, Director
230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION

IFB No. 24-052 (HUAN01)

Concrete Improvements - West 29th Street Phase 1 (I-25 to High Street)

RESPONSE DEADLINE: April 24, 2024 at 10:30 am
Report Generated: Wednesday, April 24, 2024

VENDOR TOTALS

Vendor	Total
Finsterwald Landscaping and Irrigation	$267,230.41
Cedar Ridge Landscape, Inc	$310,207.75
Lucky Dog Contracting	$320,169.50
AA Construction Co	$358,140.80
Full Tilt Construction, Inc	$402,008.41
Baha Construction, Inc.	$456,342.50

BASE BID (Table 1 of 2)

BASE BID					AA Construction Co		Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Finsterwald Landscaping and Irrigation		Full Tilt Construction, Inc	
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 ASPHALT	3373	S.F.	$3.64	$12,277.72	$4.00	$13,492.00	$2.00	$6,746.00	$2.22	$7,488.06	$2.94	$9,916.62
X	2	REMOVE CURB AND GUTTER	1588	L.F.	$12.11	$19,230.68	$5.00	$7,940.00	$5.00	$7,940.00	$8.09	$12,846.92	$9.63	$15,292.44
X	3	REMOVE CONCRETE	7626	S.F.	$4.56	$34,774.56	$5.00	$38,130.00	$1.50	$11,439.00	$2.77	$21,124.02	$3.67	$27,987.42
X	4	REMOVE REINFORCED CONCRETE	2297	S.F.	$6.55	$15,045.35	$6.00	$13,782.00	$2.50	$5,742.50	$7.48	$17,181.56	$6.72	$15,435.84
X	5	REMOVE CURBHEAD	16	L.F.	$6.61	$105.76	$15.00	$240.00	$3.00	$48.00	$4.69	$75.04	$3.60	$57.60
X	6	CONSTRUCT CURBHEAD	1038	L.F.	$16.27	$16,888.26	$25.00	$25,950.00	$18.00	$18,684.00	$12.59	$13,068.42	$18.07	$18,756.66
X	7	CONSTRUCT CURB AND GUTTER	1579	L.F.	$40.91	$64,596.89	$42.00	$66,318.00	$36.00	$56,844.00	$28.00	$44,212.00	$41.04	$64,802.16
X	8	CONSTRUCT 4" CONCRETE	3457	S.F.	$9.87	$34,120.59	$10.50	$36,298.50	$8.25	$28,520.25	$6.90	$23,853.30	$9.45	$32,668.65
X	9	CONSTRUCT 6" CONCRETE	4418	S.F.	$11.37	$50,232.66	$13.50	$59,643.00	$11.50	$50,807.00	$7.95	$35,123.10	$9.79	$43,252.22
X	10	CONSTRUCT 7" REINFORCED CONCRETE	2545	S.F.	$13.58	$34,561.10	$17.00	$43,265.00	$14.75	$37,538.75	$9.52	$24,228.40	$13.81	$35,146.45

BASE BID					AA Construction Co		Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Finsterwald Landscaping and Irrigation		Full Tilt Construction, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	11	CONSTRUCT ASPHALT ROADWAY PATCH	3249	S.F.	$11.34	$36,843.66	$17.00	$55,233.00	$8.75	$28,428.75	$3.71	$12,053.79	$11.49	$37,331.01
X	12	CONSTRUCT 2" ASPHALT PATCH	147	S.F.	$1.23	$180.81	$18.00	$2,646.00	$5.00	$735.00	$2.85	$418.95	$3.83	$563.01
X	13	INSTALL TACTILE BANDS 24"X30"	113	EA.	$175.64	$19,847.32	$250.00	$28,250.00	$280.00	$31,640.00	$255.00	$28,815.00	$385.00	$43,505.00
X	14	INSTALL TACTILE BAND 24"X24"	19	EA.	$139.57	$2,651.83	$200.00	$3,800.00	$235.00	$4,465.00	$204.00	$3,876.00	$365.00	$6,935.00
X	15	RESET BRICK PAVERS	92	S.F.	$7.98	$734.16	$10.00	$920.00	$6.00	$552.00	$5.83	$536.36	$10.00	$920.00
X	16	RELOCATE SIGNS	15	EA.	$249.22	$3,738.30	$250.00	$3,750.00	$100.00	$1,500.00	$183.60	$2,754.00	$275.54	$4,133.10
X	17	INSTALL LANDSCAPING GRAVEL 3" THICK	70	S.F.	$8.78	$614.60	$10.00	$700.00	$1.75	$122.50	$12.24	$856.80	$9.04	$632.80
X	18	CLASS 6 BASE MATERIAL (PLACE AND COMPACT)	41	TON	$49.55	$2,031.55	$85.00	$3,485.00	$55.00	$2,255.00	$56.22	$2,305.02	$143.23	$5,872.43

BASE BID					AA Construction Co		Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Finsterwald Landscaping and Irrigation		Full Tilt Construction, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	19	EROSION AND SEDIMENT CONTROL	1	L.S.	$2,035.00	$2,035.00	$3,500.00	$3,500.00	$400.00	$400.00	$2,720.00	$2,720.00	$500.00	$500.00
X	20	TRAFFIC CONTROL	1	L.S.	$3,500.00	$3,500.00	$18,000.00	$18,000.00	$6,500.00	$6,500.00	$11,653.67	$11,653.67	$33,300.00	$33,300.00
X	21	MOBILIZATION	1	L.S.	$4,130.00	$4,130.00	$31,000.00	$31,000.00	$9,300.00	$9,300.00	$2,040.00	$2,040.00	$5,000.00	$5,000.00
Total						$358,140.80		$456,342.50		$310,207.75		$267,230.41		$402,008.41

BASE BID (Table 2 of 2)

BASE BID					Lucky Dog Contracting	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	REMOVE ASPHALT	3373	S.F.	$2.50	$8,432.50
X	2	REMOVE CURB AND GUTTER	1588	L.F.	$9.00	$14,292.00
X	3	REMOVE CONCRETE	7626	S.F.	$2.50	$19,065.00
X	4	REMOVE REINFORCED CONCRETE	2297	S.F.	$4.50	$10,336.50
X	5	REMOVE CURBHEAD	16	L.F.	$8.00	$128.00
X	6	CONSTRUCT CURBHEAD	1038	L.F.	$15.00	$15,570.00
X	7	CONSTRUCT CURB AND GUTTER	1579	L.F.	$36.00	$56,844.00

BASE BID					Lucky Dog Contracting	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	8	CONSTRUCT 4" CONCRETE	3457	S.F.	$8.50	$29,384.50
X	9	CONSTRUCT 6" CONCRETE	4418	S.F.	$10.00	$44,180.00
X	10	CONSTRUCT 7" REINFORCED CONCRETE	2545	S.F.	$14.00	$35,630.00
X	11	CONSTRUCT ASPHALT ROADWAY PATCH	3249	S.F.	$10.00	$32,490.00
X	12	CONSTRUCT 2" ASPHALT PATCH	147	S.F.	$6.00	$882.00
X	13	INSTALL TACTILE BANDS 24"X30"	113	EA.	$250.00	$28,250.00
X	14	INSTALL TACTILE BAND 24"X24"	19	EA.	$225.00	$4,275.00
X	15	RESET BRICK PAVERS	92	S.F.	$25.00	$2,300.00
X	16	RELOCATE SIGNS	15	EA.	$275.00	$4,125.00
X	17	INSTALL LANDSCAPING GRAVEL 3" THICK	70	S.F.	$7.50	$525.00
X	18	CLASS 6 BASE MATERIAL (PLACE AND COMPACT)	41	TON	$60.00	$2,460.00
X	19	EROSION AND SEDIMENT CONTROL	1	L.S.	$1,000.00	$1,000.00
X	20	TRAFFIC CONTROL	1	L.S.	$5,000.00	$5,000.00
X	21	MOBILIZATION	1	L.S.	$5,000.00	$5,000.00
Total						$320,169.50

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	AA Construction Co	Baha Construction, Inc.	Cedar Ridge Landscape, Inc	Finsterwald Landscaping and Irrigation	Full Tilt Construction, Inc	Lucky Dog Contracting
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS						
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:						
Convicted of a criminal offense	Pass	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass	Pass	
Suspension or Debarment	Pass	Pass	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass	Pass	Pass

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $108,193.49 TO FINSTERWALD LANDSCAPING AND IRRIGATION FOR PROJECT NO. 24-054, CONCRETE IMPROVEMENTS - BONFORTE BOULEVARD, SETTING FORTH $32,806.51 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to Finsterwald Landscaping and Irrigation for Project No. 24-054, Concrete Improvements - Bonforte Boulevard.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of ADA curb ramp and sidewalk improvements on Bonforte Boulevard, from Liberty Lane to Endeavor Lane. This Resolution awards the construction contract to Finsterwald Landscaping and Irrigation.

FINANCIAL IMPLICATIONS:

Funds in the amount of $141,000.00 (contract and contingencies) will be paid from Project Account HUAN01, Street Resurfacing.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

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ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-054 Bid Summary

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

RESOLUTION NO. 15618

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $108,193.49 TO FINSTERWALD LANDSCAPING AND IRRIGATION FOR PROJECT NO. 24-054, CONCRETE IMPROVEMENTS - BONFORTE BOULEVARD, SETTING FORTH $32,806.51 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-054, Concrete Improvements - Bonforte Boulevard have been received and examined; AND,

WHEREAS, the proposal of Finsterwald Landscaping and Irrigation was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 24-054, Concrete Improvements - Bonforte Boulevard to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-054, Concrete Improvements - Bonforte Boulevard, to be performed, and the contract for said project is hereby awarded to Finsterwald Landscaping and Irrigation in the amount of $108,193.49.

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……$32,806.51

SECTION 4.

Funds in the amount of $141,000.00, for the contract and contingencies, shall be from Project Account HUAN01, Street Resurfacing.

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: May 13, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFEC3D43C...
CITY CLERK

City of Pueblo
Purchasing
Naomi Hedden, Director
230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION

IFB No. 24-054 (HUAN01)

Concrete Improvements - Bonforte Boulevard

RESPONSE DEADLINE: April 24, 2024 at 11:00 am
Report Generated: Wednesday, April 24, 2024

VENDOR TOTALS

Vendor	Total
Finsterwald Landscaping and Irrigation	$108,193.49
Cedar Ridge Landscape, Inc	$132,151.50
A 5 Construction	$135,741.00
Lucky Dog Contracting	$146,153.00
AA Construction Co	$147,091.04
Baha Construction, Inc.	$189,694.00

BASE BID (Table 1 of 2)

Base Bid					A 5 Construction		AA Construction Co		Baha Construction, Inc.		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 CURB AND GUTTER	626	LF	$9.00	$5,634.00	$11.48	$7,186.48	$5.00	$3,130.00	$5.00	$3,130.00	$8.09	$5,064.34
X	2	REMOVE ASPHALT ROADWAY	2003	SF	$4.00	$8,012.00	$3.48	$6,970.44	$4.00	$8,012.00	$2.00	$4,006.00	$2.22	$4,446.66
X	3	REMOVE REINFORCED CONCRETE	1772	SF	$4.00	$7,088.00	$6.10	$10,809.20	$6.00	$10,632.00	$2.50	$4,430.00	$7.48	$13,254.56
X	4	REMOVE CONCRETE	2282	SF	$3.00	$6,846.00	$4.25	$9,698.50	$5.00	$11,410.00	$1.50	$3,423.00	$2.77	$6,321.14
X	5	CONSTRUCT CURB AND GUTTER	608	LF	$38.00	$23,104.00	$38.12	$23,176.96	$42.00	$25,536.00	$36.00	$21,888.00	$28.85	$17,540.80
X	6	CONSTRUCT CURB HEAD	318	LF	$22.00	$6,996.00	$15.16	$4,820.88	$25.00	$7,950.00	$18.00	$5,724.00	$12.59	$4,003.62
X	7	CONSTRUCT 4" CONCRETE	1565	SF	$8.00	$12,520.00	$9.41	$14,726.65	$10.50	$16,432.50	$8.25	$12,911.25	$6.90	$10,798.50
X	8	CONSTRUCT 6" CONCRETE	909	EA	$11.00	$9,999.00	$10.84	$9,853.56	$13.50	$12,271.50	$11.50	$10,453.50	$7.95	$7,226.55
X	9	CONSTRUCT ASPHALT ROADWAY PATCH	1877	SF	$8.00	$15,016.00	$10.80	$20,271.60	$17.00	$31,909.00	$8.75	$16,423.75	$3.71	$6,963.67

Base Bid					A 5 Construction		AA Construction Co		Baha Construction, Inc.		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	10	CONSTRUCT 7" REINFORCED CONCRETE	1733	SF	$12.00	$20,796.00	$12.95	$22,442.35	$17.00	$29,461.00	$15.00	$25,995.00	$9.52	$16,498.16
X	11	INSTALL 30" X 24" TACTILE BAND	26	EA	$160.00	$4,160.00	$167.38	$4,351.88	$250.00	$6,500.00	$280.00	$7,280.00	$255.00	$6,630.00
X	12	RELOCATE STOP/STREET SIGN	4	EA	$150.00	$600.00	$237.51	$950.04	$250.00	$1,000.00	$100.00	$400.00	$183.60	$734.40
X	13	INSTALL 2 INCH ELECTRICAL CONDUIT	22	LF	$10.00	$220.00	$35.00	$770.00	$50.00	$1,100.00	$36.00	$792.00	$23.18	$509.96
X	14	INSTALL PEDESTRIAN PUSH BUTTON POST, L=4'	1	EA	$250.00	$250.00	$1,561.00	$1,561.00	$1,000.00	$1,000.00	$2,925.00	$2,925.00	$204.00	$204.00
X	15	INSTALL PEDESTRIAN PUSH BUTTON	1	EA	$500.00	$500.00	$836.00	$836.00	$1,000.00	$1,000.00	$3,100.00	$3,100.00	$854.93	$854.93
X	16	CLASS 6 BASE MATERIAL (PLACE AND COMPACT)	10	TON	$50.00	$500.00	$52.85	$528.50	$85.00	$850.00	$55.00	$550.00	$56.22	$562.20
X	17	TRAFFIC CONTROL	1	LS	$5,000.00	$5,000.00	$2,630.00	$2,630.00	$6,500.00	$6,500.00	$4,500.00	$4,500.00	$4,080.00	$4,080.00
X	18	MOBILIZATION	1	LS	$2,500.00	$2,500.00	$3,568.00	$3,568.00	$13,000.00	$13,000.00	$3,920.00	$3,920.00	$2,000.00	$2,000.00

Base Bid					A 5 Construction		AA Construction Co		Baha Construction, Inc.		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	19	EROSION AND SEDIMENT CONTROL	1	LS	$6,000.00	$6,000.00	$1,939.00	$1,939.00	$2,000.00	$2,000.00	$300.00	$300.00	$500.00	$500.00
Total						$135,741.00		$147,091.04		$189,694.00		$132,151.50		$108,193.49

BASE BID (Table 2 of 2)

Base Bid					Lucky Dog Contracting	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	REMOVE CURB AND GUTTER	626	LF	$9.00	$5,634.00
X	2	REMOVE ASPHALT ROADWAY	2003	SF	$2.50	$5,007.50
X	3	REMOVE REINFORCED CONCRETE	1772	SF	$4.50	$7,974.00
X	4	REMOVE CONCRETE	2282	SF	$2.50	$5,705.00
X	5	CONSTRUCT CURB AND GUTTER	608	LF	$36.00	$21,888.00
X	6	CONSTRUCT CURB HEAD	318	LF	$15.00	$4,770.00
X	7	CONSTRUCT 4" CONCRETE	1565	SF	$8.50	$13,302.50
X	8	CONSTRUCT 6" CONCRETE	909	EA	$10.00	$9,090.00
X	9	CONSTRUCT ASPHALT ROADWAY PATCH	1877	SF	$10.00	$18,770.00

Base Bid					Lucky Dog Contracting	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	10	CONSTRUCT 7" REINFORCED CONCRETE	1733	SF	$14.00	$24,262.00
X	11	INSTALL 30" X 24" TACTILE BAND	26	EA	$250.00	$6,500.00
X	12	RELOCATE STOP/STREET SIGN	4	EA	$275.00	$1,100.00
X	13	INSTALL 2 INCH ELECTRICAL CONDUIT	22	LF	$25.00	$550.00
X	14	INSTALL PEDESTRIAN PUSH BUTTON POST, L=4'	1	EA	$5,000.00	$5,000.00
X	15	INSTALL PEDESTRIAN PUSH BUTTON	1	EA	$5,000.00	$5,000.00
X	16	CLASS 6 BASE MATERIAL (PLACE AND COMPACT)	10	TON	$60.00	$600.00
X	17	TRAFFIC CONTROL	1	LS	$5,000.00	$5,000.00
X	18	MOBILIZATION	1	LS	$5,000.00	$5,000.00
X	19	EROSION AND SEDIMENT CONTROL	1	LS	$1,000.00	$1,000.00
Total						$146,153.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	A 5 Construction	AA Construction Co	Baha Construction, Inc.	Cedar Ridge Landscape, Inc	Finsterwald Landscaping and Irrigation	Lucky Dog Contracting
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS						
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:						
Convicted of a criminal offense	Pass	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass	Pass	
Suspension or Debarment	Pass	Pass	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass	Pass	Pass

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City Clerk's Office Item # M3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $92,526.71 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 118 E ADAMS AVE, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves the award of a construction contract to Parker Excavating, Inc. for emergency sanitary sewer point repairs at 118 E Adams Ave.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

On December 29, 2023, the Streets Department contacted the Wastewater Department about a sinkhole forming at 118 E Adams Avenue. A television crew was sent out to inspect the main and they discovered a defective capped service at the sinkhole location that was allowing dirt and rocks to enter the main. They also discovered multiple defective capped services and holes in this pipe segment that will eventually cause the same issue as well as increasing the chance of immediate backups into private properties due to obstructions in the main. An emergency repair is necessary to repair the defective pipe segment, so a backup would not occur.

The repair work was performed under the Sanitary Sewer Point Repair multi-year contract under which three contractors were qualified via competitive bid. An estimate was prepared, and Parker Excavating was the lowest bidder and accepted the work.

The cost breakdown for the project is as follows:

Sanitary Sewer Replacement-related			
Total:	$	61,289.44	66%
Surface Improvement Related			
Total:	$	31,237.27	34%
Grand Total:	$	92,526.71	100%

FINANCIAL IMPLICATIONS:

Funding for this project came from the sanitary sewer rehabilitation budget funded by the Sewer User Fund. Funding was available and had been budgeted, appropriated, and allocated to Project No. 20-059 (WWAN03).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Not approve the Resolution, but this would require a finding that there was not an emergency condition.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. 05-13-24 118 E Adams Ave Emergency Point Repair Attachment

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

RESOLUTION NO. 15619

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $92,526.71 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 118 E ADAMS AVE, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

WHEREAS, an emergency sanitary sewer repair was authorized by the Mayor in accordance with Pueblo Purchasing Policy Section 3.2.2 (6); and

WHEREAS, the point repair work was awarded to Parker Excavating, Inc., under the 2021-2023 multi-year point repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 118 E Adams Ave with Parker Excavating, Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of $92,526.71.

SECTION 2.

Funds for Project 20-059 shall be from the Sewer User Fund (WWAN03).

SECTION 3.

The Purchasing Agent was authorized to execute said contract on behalf of Pueblo, a Colorado Municipal Corporation, and the City Clerk properly affixed the seal of the City thereto and attested the same.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract including any payments authorized under the contract and the contract change order in the amount of $28,120.71 are hereby ratified.

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 13, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff
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PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by:
7C02EBDFEC3D43C...
CITY CLERK

2021-2023 Emergency Sanitary Sewer Point Repair				118 E Adams Ave Estimate			
Date 1/3/2024					K.R. Swerdfeger Construction, Inc.	FRPHI ECS & Landscape, Inc.	Parker Excavating, Inc.
Project Number: 20-059 (WWAN03)							
Item	**Description**	**Estimated**					
1	Remove and Replace 8” PVC Less than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF	368	$ 48,944.00	$ 119,232.00	$ 36,064.00
2	Remove and Replace 8” PVC More than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
3	Remove and Replace 10” PVC Less than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
4	Remove and Replace 10” PVC More than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
5	Remove and Replace 12” PVC Less than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
6	Remove and Replace 12” PVC More than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
7	Remove and Replace 15” PVC Less than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
8	Remove and Replace 15” PVC More than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
9	Remove and Replace 4” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
10	Remove and Replace 4” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
11	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 8" and 10" Pipe	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF	150	$ 9,750.00	$ 9,300.00	$ 11,100.00
12	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
13	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
14	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
15	Remove and Replace 7” Reinforced Concrete	1-20	SF		$ -	$ -	$ -
		21-100	SF		$ -	$ -	$ -
		>100	SF		$ -	$ -	$ -
16	Remove and Replace 6” Reinforced Concrete	1-20	SF		$ -	$ -	$ -
		21-100	SF		$ -	$ -	$ -
		>100	SF		$ -	$ -	$ -
17	Remove and Replace 4” Concrete	1-20	SF		$ -	$ -	$ -
		21-100	SF		$ -	$ -	$ -
		>100	SF		$ -	$ -	$ -
18	Remove and Replace Standard Curb and Gutter	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
19	Install Extra Lean Concrete (FlowFill)	1-20	CY		$ -	$ -	$ -
		21-100	CY		$ -	$ -	$ -
		>100	CY		$ -	$ -	$ -
20	Remove Camera/Cleaning Head/Tap Cutter	HR			$ -	$ -	$ -
21	Remove and Replace 48” Diameter Manhole	EA		1	$ 4,000.00	$ 6,100.00	$ 4,340.00
22	Remove and Replace 60” Diameter Manhole	EA			$ -	$ -	$ -
23	Reinstate Services	EA		29	$ 8,700.00	$ 4,350.00	$ 11,252.00
24	Mobilization	LS		1	$ 1,500.00	$ 1,750.00	$ 1,650.00
				Total	$ 72,894.00	$ 140,732.00	$ 64,406.00
				With Contingency	$ 87,472.80	$ 168,878.40	$ 77,287.20

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 20-059 (WWAN03) Change Order No. : ONE 4/10/2024 Page 1 of 1

Project Name : 2021, 2022 and 2023 Sanitary Sewer Point Repair
118 E Adams Ave

Contractor : PARKER EXCAVATING INC.
1428 Stockyard Rd., Pueblo, CO 81001

You are hereby requested to comply with the following changes from the plans & specifications:

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (>100LF)	($16,660.00)	
2	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (21-100LF)		$14,652.00
4	REINSTATE SERVICES - 4"	($5,820.00)	
6	REMOVE & REPLACE 8" PVC PIPE >10' DEEP (>100LF)		$20,010.00
7	REINSTATE SERVICES - 6"		$776.00
8	HAUL IN AND PLACE MILLINGS		$4,406.40
9	HAUL IN AND PLACE STABILIZATION ROCKS		$1,078.87
10	T&M - WATERWORKS		$3,000.00
11	T&M - POTHOLE		$3,000.00
12	BOND		$1,932.00
13	TRAFFIC CONTROL		$1,745.44
	TOTAL (Decrease) / Increase	($22,480.00)	$50,600.71

Net Adjustment This Change Order	$	28,120.71
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	64,406.00
Total Adjusted Contract Amount To Date	$	92,526.71

Reason For Change: Actual Field Quantities.

The time provided for completion of the contract is changed by 0 calendar days.
This document shall become an amendment to the contract and all provisions of the contract apply hereto.

Prepared by: _____ Date:_____
Associate Engineer II

Reviewed by: _____ Date:_____
Wastewater Engineering Manager

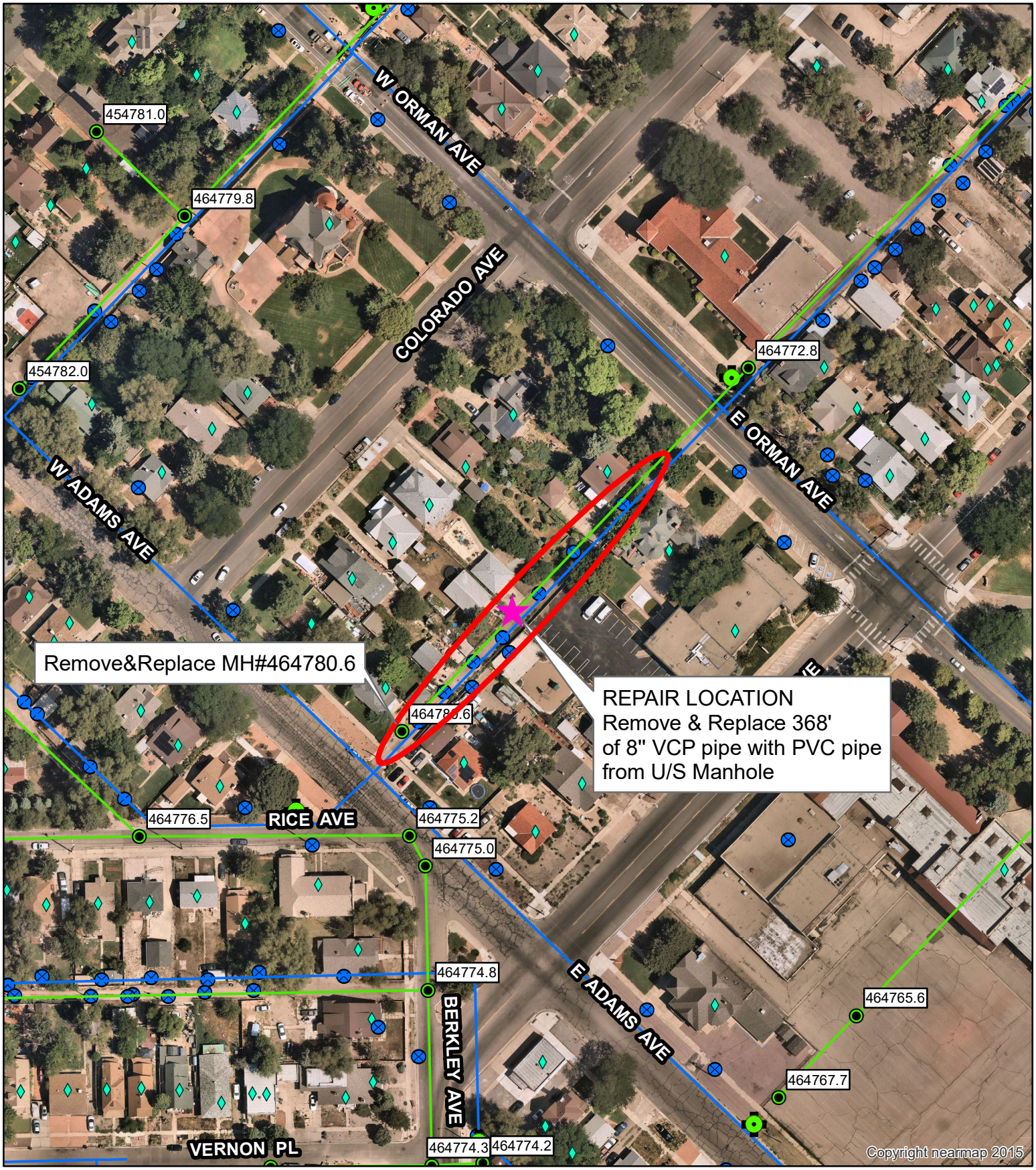
Accepted by: _____ Date:_____
Contractor's Representative

If this Change Order causes an increase from the original contract price, signed approval by the Director constitutes representation that lawful appropriations are sufficient to cover such increase.

Approved by: _____ Date:_____
Director of Wastewater

FORM CO100.1299

20-059 (WWAN03)
2021-2023 Emergency Sanitary Sewer Point Repair
118 E Adams Ave



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City Clerk's Office Item # M4

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $88,354.25 TO A-1 CHIPSEAL CO., FOR PROJECT NO. 24-046, ASPHALT PRESERVATION - ELMWOOD GOLF COURSE PARKING LOT, SETTING FORTH $8,645.75 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to A-1 Chipseal Co., for Project No. 24-046, Asphalt Preservation - Elmwood Golf Course Parking Lot.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of asphalt preservation treatment (Slurry Seal Type II) and new parking lot striping to the Elmwood Golf Course Parking Lot at 3900 Thatcher Avenue. This Resolution awards the construction contract to A-1 Chipseal Co.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $97,000.00 will be paid from Project Account EW2304 Elmwood GC - Parking Lot Repairs.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

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ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-046 Bid Summary

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

RESOLUTION NO. 15620

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $88,354.25 TO A-1 CHIPSEAL CO., FOR PROJECT NO. 24-046, ASPHALT PRESERVATION - ELMWOOD GOLF COURSE PARKING LOT, SETTING FORTH $8,645.75 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-046, Asphalt Preservation - Elmwood Golf Course Parking Lot have been received and examined; and,

WHEREAS, the proposal of A-1 Chipseal Co., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 24-046, Asphalt Preservation - Elmwood Golf Course Parking Lot to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-046, Asphalt Preservation - Elmwood Golf Course Parking Lot, to be performed, and the contract for said project is hereby awarded to A-1 Chipseal Co., in the amount of $88,354.25.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work……$8,645.75

SECTION 4.

Funds in the amount of $97,000.00 for Project No. 24-046 (including contingencies and additional work) shall be from Project account EW2304, Elmwood GC - Parking Lot Repairs.

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 13, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff B7A4E51823AB462
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

City of Pueblo
Purchasing
Naomi Hedden, Director
230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION

IFB No. 24-046 (EW2304)

Asphalt Preservation - Elmwood Golf Course Parking Lot

RESPONSE DEADLINE: April 17, 2024 at 10:00 am
Report Generated: Wednesday, April 17, 2024

VENDOR TOTALS

Vendor	Total
A-1 Chipseal Co.	$88,354.25
Sunland Asphalt & Construction, LLC	$166,543.515

BASE BID - ELMWOOD GOLF COURSE PARKING LOT

ASPHALT SLURRY SEAL AND PAVEMENT MARKINGS

BASE BID - ELMWOOD GOLF COURSE PARKING LOT					A-1 Chipseal Co.		Sunland Asphalt & Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	REMOVE ASPHALT	2292	SF	$4.50	$10,314.00	$3.63	$8,319.96
X	2	ASPHALT PATCHING (3-INCH HMA PG 64-22)	2292	SF	$6.25	$14,325.00	$4.30	$9,855.60
X	3	ASPHALT SLURRY SEAL - TYPE 2	8084	SY	$5.50	$44,462.00	$13.36	$108,002.24
X	4	INSTALL PAVEMENT MARKINGS PER CITY PLAN (4-INCH WHITE MMA)	1783	SF	$2.75	$4,903.25	$5.60	$9,984.80
X	5	INSTALL HC MARKINGS PER CITY PLAN (BLUE SQUARE BASE, MMA)	45	SF	$4.00	$180.00	$46.22	$2,079.90
X	6	INSTALL HC MARKINGS PER CITY PLAN (WHITE HC LOGO 4" MMA)	105	SF	$4.00	$420.00	$19.809	$2,079.945
X	7	INSTALL CLASS 6 BASE MATERIAL	10	TON	$100.00	$1,000.00	$98.00	$980.00
X	8	VEHICLE TOWING ALLOWANCE	1	EA	$250.00	$250.00	$1,045.20	$1,045.20
X	9	EROSION AND SEDIMENT CONTROL	1	LS	$1,000.00	$1,000.00	$6,666.67	$6,666.67
X	10	TRAFFIC CONTROL	1	LS	$1,500.00	$1,500.00	$3,484.00	$3,484.00
X	11	MOBILIZATION	1	LS	$10,000.00	$10,000.00	$14,045.20	$14,045.20
Total						$88,354.25		$166,543.515

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	A-1 Chipseal Co.	Sunland Asphalt & Construction, LLC
BID GUARANTEE	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass
ACKNOWLEDGEMENTS		
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass
Has/is this firm or any officer or partner of this firm:		
Convicted of a criminal offense	Pass	Pass
Convicted under state or federal statutes	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass
Failed to perform	Pass	Pass
Suspension or Debarment	Pass	Pass
Unqualified	Pass	Pass
Unlicensed	Pass	Pass
Delinquent	Pass	Pass
Confirmation	Pass	Pass

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

City Clerk's Office Item # M5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $39,967.07 TO RUSS GRADING & EXCAVATING LLC, FOR PROJECT NO. 23-040 (SWAN03) - EMERGENCY STORM SEWER POINT REPAIR AT THE INTERSECTION OF NORTHERN AVENUE AND LAKE AVENUE, APPROVING A CHANGE ORDER IN THE AMOUNT OF $3,034.90 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

SUMMARY:

Attached is a Resolution ratifying the award of a construction contract to Russ Grading & Excavating LLC, for Project No. 23-040 (SWAN03) - Emergency Storm Sewer Point Repair at the Intersection of Northern Avenue and Lake Avenue.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Stormwater Utility was notified that a repaving project was planned for Northern Avenue. Video inspections were performed to assess the condition of the stormwater infrastructure. A section of stormwater pipe was found to be damaged and failing. An emergency repair project was required to repair the defective stormwater pipe, inlet, and the associated surface improvements at the southeast corner of the intersection of Northern Avenue and Lake Avenue.

The bid summary sheet with the unit prices for the estimated work performed by Russ Grading & Excavating LLC is attached. This work was performed under the 2023-2026 Storm Sewer Point Repair Resolution #15335 for which contractors were qualified via competitive bid.

The cost breakdown for the project is as follows:

BID ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	AMOUNT
1.	Remove Existing Pipe and Replace w/15" High Performance Polypropylene Pipe Less than 8' Deep	72	LF	$232.00	$16,704.00
2.	Remove and Replace Asphalt 5" Asphalt on 6" Class 6 ABC 15" Pipe	72	LF	$80.00	$5,760.00
3.	Install Extra Lean Concrete (Flowable Fill)	9.5	CY	$185.00	$1,757.50
4.	Dissimilar Pipe Connection for Pipe 12" to 18"	1	EA	$750.00	$750.00
5.	Remove and Replace 5 Type 16 Inlet	1	EA	$8,500.00	$8,500.00
6.	Mobilization	1	LS	$4,000.00	$4,000.00
7.	Traffic Control +10%	1	EA	$2,495.57	$2,495.57
TOTAL					**$39,967.07**
	CHANGE ORDER (ADD-ONS)				
1.	Flow Fill	4.54	CY	$185.00	$839.90
2.	Remove and Replace Standard Curb and Gutter	12	CY	$50.00	$600.00
3.	Remove and Replace 4” Concrete Slab	55	SF	$29.00	$1595.00
TOTAL					**$3,034.90**
GRAND TOTAL					**$43,001.97**

FINANCIAL IMPLICATIONS:

Funding in the amount of $43,001.97 will be paid from the Stormwater Utility budget, Project Account SWAN03, Point Repairs & Pipe Cleaning.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Not applicable

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Bid Summary
2. Site Location Map
3. Change Order

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RESOLUTION NO. 15621

A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $39,967.07 TO RUSS GRADING & EXCAVATING LLC, FOR PROJECT NO. 23-040 (SWAN03) - EMERGENCY STORM SEWER POINT REPAIR AT THE INTERSECTION OF NORTHERN AVENUE AND LAKE AVENUE, APPROVING A CHANGE ORDER IN THE AMOUNT OF $3,034.90 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

WHEREAS, an emergency storm sewer repair was authorized by the Mayor in accordance with Section 1-10-5 of the Pueblo Municipal Code; and

WHEREAS, the point repair work was awarded to Russ Grading & Excavating LLC, under the 2023-2026 Storm Sewer Point Repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council hereby ratifies and approves Project No. 23-040 (SWAN03) - Emergency Storm Sewer Point Repair at the Intersection of Northern Avenue and Lake Avenue, and hereby approves the award of the emergency construction contract to Russ Grading & Excavating LLC in the amount of $39,967.07.

SECTION 2.

Change Order #1 to Project No. 23-040 (SWAN03) - Emergency Storm Sewer Point Repair at the Intersection of Northern Avenue and Lake Avenue in the amount of $3,034.90 is hereby approved.

SECTION 3.

Funds for Project No. 23-040 (SWAN03) - Emergency Storm Sewer Point Repair at the Intersection of Northern Avenue and Lake Avenue shall be paid from the Stormwater Utility Fund - Project Account SWAN03, Point Repairs & Pipe Cleaning.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein. Furthermore, all actions previously taken by officers and staff of the City consistent with the Contract, including any payments authorized under the Contract, are hereby ratified.

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

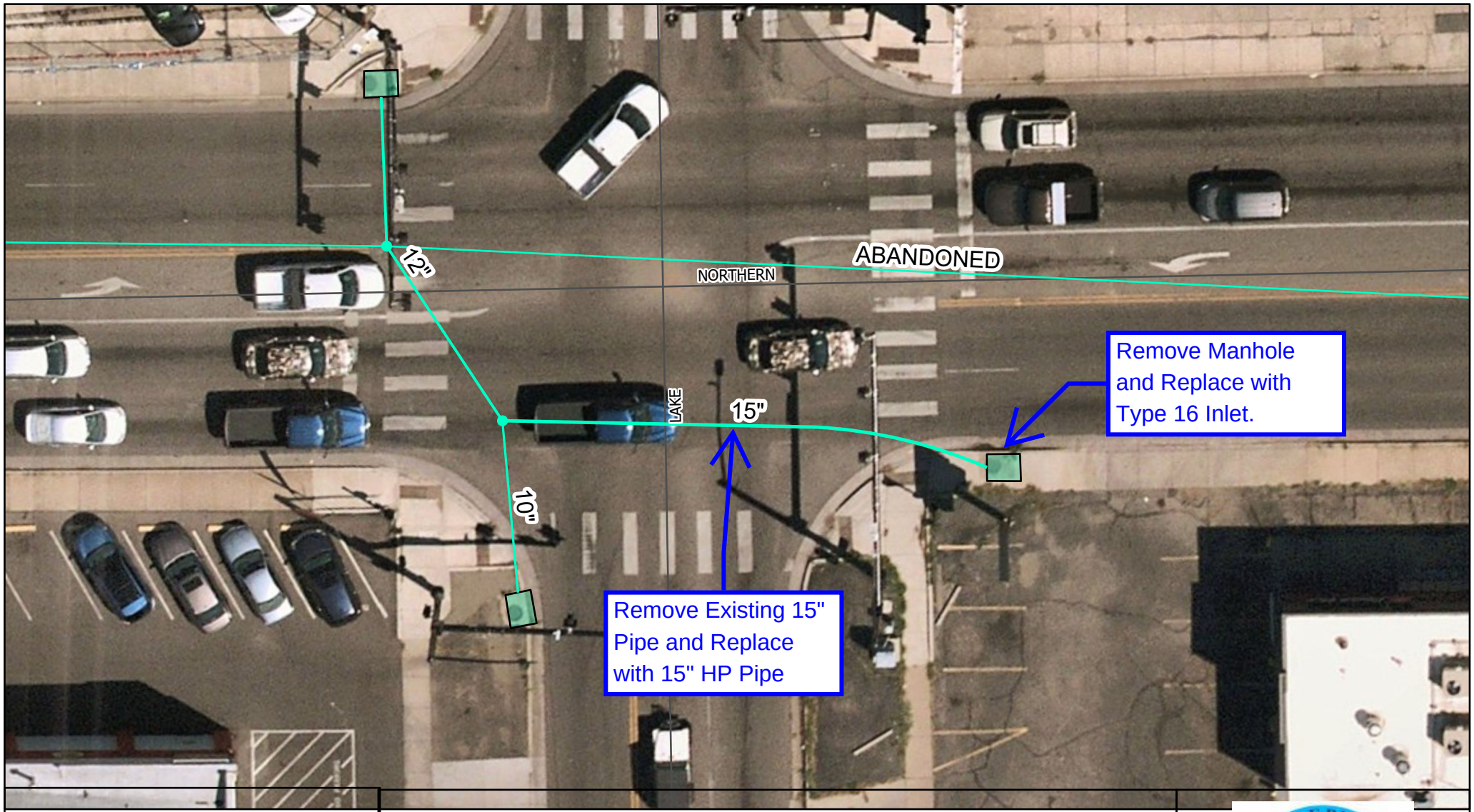
INTRODUCED: May 13, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Illiff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDEFC3D43C...
CITY CLERK

Emergency Storm Sewer Point Repair					Russ Grading & Excavating LLC	
Line Item	Description	Bid Quantites	Quantity	Unit of Measure	Unit Cost	
1	Remove Existing Pipe and Replace w/15" High Performance Polypropylene Pipe Less than 8' Deep	21-100	72	LF	$232.00	$16,704.00
2	Remove and Replace Asphalt 5" Asphalt on 6" Class 6 ABC 15" Pipe	21-100	72	LF	$80.00	$5,760.00
3	Install Extra Lean Concrete (Flowable Fill)	1-20	9.5	CY	$185.00	$1,757.50
4	Dissimilar Pipe Connection for Pipe 12" to 18"	1	1	EA	$750.00	$750.00
5	Remove and Replace Single Denver 16 Combination Inlet	1	1	EA	$8,500.00	$8,500.00
6	Mobilization	1	1	LS	$4,000.00	$4,000.00
7	Traffic Control	1	1	EA	$2,495.57	$2,495.57
					Total	$39,967.07



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LAKE & NORTHERN

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CITY OF PUEBLO STORMWATER UTILITY

City Of Pueblo

Contract Change Order

Department Of Public Works

Project Number : 23-040 **Change Order No. :** 1 **Date:** April 17, 2024

Project Name : Lake and Northern EPR

Contractor : Russ Grading and Excavating

You are hereby requested to comply with the following changes from the plans & specifications:

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	Flow Fill		$839.90
2	R&R Standard C&G		$600.00
3	R&R 4" Concrete Slab		$1,595.00
	TOTAL	$0.00	$3,034.90

Net Adjustment This Change Order	$	3034.90
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	37471.50
Traffic Control	$	2495.57
Total Adjusted Contract Amount To Date	$	43001.97

Reason For Change:
More materials for street repair were needed th.

The time provided for completion of the contract is increased by zero (0) days.
This document shall become an amendment to the contract and all provisions of the contract apply hereto. The adjustment to the contract amount and contract time, if any, made by this change order constitutes full compensation to the Contractor for the work included within this change order, and Contractor's acceptance hereof constitutes a waiver of any contract and equitable claims on account thereof.

Prepared by: _____ Date: 4/17/2024
Stormwater Engineer

Reviewed by: _____ Date: 4/17/24
Stormwater Coordinator

Accepted by: _____ Date: 4/17/24
Contractor's Representative

If this Change Order causes an increase from the original contract price, signed approval by the Director of Public Works constitutes representation that lawful appropriations are sufficient to cover such expenses.

Approved by: Jeff Hawkins Date: 4/17/24
Stormwater Department Head

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $22,495.00 TO COREJO MATERIALS, FOR PROJECT NO. 24-063, ASPHALT CRACK REPAIRS - PUEBLO MOTORSPORTS PARK, SETTING FORTH $2,505.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Cornejo Materials, for Project No. 24-063, Asphalt Crack Repairs - Pueblo Motorsport Park.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of asphalt crack repairs to sections of the drag strip and race course at Pueblo Motorsports Park, 3733 N. Pueblo Boulevard. This Resolution awards the construction contract to Cornejo Materials.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $25,000.00 will be paid from account 50765100 54301

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-063 Bid Summary

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

RESOLUTION NO. 15622

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $22,495.00 TO COREJO MATERIALS, FOR PROJECT NO. 24-063, ASPHALT CRACK REPAIRS - PUEBLO MOTORSPORTS PARK, SETTING FORTH $2,505.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-063, Asphalt Crack Repairs - Pueblo Motorsports Park have been received and examined; and,

WHEREAS, the proposal of Cornejo Materials, was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 24-063, Asphalt Crack Repairs - Pueblo Motorsports Park to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-063, Asphalt Crack Repairs - Pueblo Motorsports Park, to be performed, and the contract for said project is hereby awarded to Cornejo Materials, in the amount of $22,495.00.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work……$2,505.00

SECTION 4.

Funds in the amount of $25,000 for Project No. 24-063 (including contingencies and additional work) shall be from account 50765100 54301.

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.

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 13, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff B7A4E51B23AB462
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EB0EFC3D43C...
CITY CLERK

City of Pueblo
Purchasing
Naomi Hedden, Director
230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION

IFB No. 24-063

Asphalt Crack Repairs - Pueblo Motorsports Park

RESPONSE DEADLINE: May 2, 2024 at 10:30 am
Report Generated: Thursday, May 2, 2024

BASE BID

Base Bid					Cornejo Materials		Lucky Dog Contracting	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Infrared Asphalt Crack Repair	1	SF	$13.50	$13.50	$55.00	$55.00
X	2	T-Patch Asphalt Crack Repair	1	SF	$12.52	$12.52	$35.00	$35.00
X	3	Mobilization	1	LS	$2,980.00	$2,980.00	$1,500.00	$1,500.00
Total						$3,006.02		$1,590.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Cornejo Materials	Lucky Dog Contracting
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass
ACKNOWLEDGEMENTS		
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass
Has/is this firm or any officer or partner of this firm:		
Convicted of a criminal offense	Pass	Pass
Convicted under state or federal statutes	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass
Failed to perform	Pass	Pass
Suspension or Debarment	Pass	Pass
Unqualified	Pass	Pass
Unlicensed	Pass	Pass
Delinquent	Pass	Pass
Confirmation	Pass	Pass

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

City Clerk's Office Item # M7

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND HURTIG, GARDNER, FROELICH, ARCHITECTS, INC., A COLORADO CORPORATION, IN THE AMOUNT OF $20,680.00 FOR 22-095, ARCHITECTURAL CONSULTANT FOR DESIGN OF CITY PARK TENNIS COURT RESTROOMS, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution approves Amendment No. 2 to the Professional Architectural Services Agreement awarded to Hurtig, Gardner, Froelich, Architects, Inc., in the amount of $20,680 for Project 22-095, Architectural Consultant for Design of City Park Tennis Court Restrooms.

PREVIOUS COUNCIL ACTION:

Resolution 15151 dated February 27, 2023, approved an agreement for Professional Architectural Services between the City of Pueblo and Hurtig, Gardner, Froelich, Architects, Inc., in the amount of $44,514, related to the Architectural Consultant for the Design of City Park Tennis Court Restrooms Project.

Resolution 15557, dated March 25, 2024, approved Amendment No. 1 to the Professional Architectural Services Agreement with Hurtig, Gardner, Froelich, Architects, Inc., in the amount of $64,053, to revise the scope of work to demolish the existing building and design a new building to house office, restrooms, conference room and concessions.

BACKGROUND:

In early 2023, the City of Pueblo awarded a contract for architectural design services for renovation of the restroom facility at the City Park Tennis Courts to HGF Architects. In

April 2023, the architects provided a summary of a structural, electrical and mechanical/plumbing analysis to determine the code compliance and ability to bring the existing building up to code. At that time, it was determined that bringing the existing building up to code compliance was not economically in the best interest of the City of Pueblo.

The purpose of Amendment No. 2 to the Agreement for Professional Engineering Services is to add to the scope of work for geotechnical surveying and testing for the new tennis facility.

FINANCIAL IMPLICATIONS:

Funding in the amount of $20,680.00 will be paid from Project Account CI1108 - City Park Tennis Renovation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the design of the new building.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 22-095 HGF Draft Amendment No 2

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

RESOLUTION NO. 15623

A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND HURTIG, GARDNER, FROELICH, ARCHITECTS, INC., A COLORADO CORPORATION, IN THE AMOUNT OF $20,680.00 FOR 22-095, ARCHITECTURAL CONSULTANT FOR DESIGN OF CITY PARK TENNIS COURT RESTROOMS, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a Professional Architectural Services Agreement to Hurtig, Gardner, Froelich, Architects, Inc. was executed on February 28, 2023; and,

WHEREAS, Amendment No. 1 to the Professional Architectural Services Agreement to Hurtig, Gardner, Froelich, Architects, Inc. was executed on April 8, 2024; and

WHEREAS, additional design work contemplated by Amendment No. 2 is needed; and

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Amendment No. 2, by and between the City of Pueblo, a Colorado Municipal Corporation, and Hurtig, Gardner, Froelich, Architects, Inc., a professional architectural firm, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by Amendment No. 1 to be performed in the amount of $20,680.00.

SECTION 2.

Funds in the amount of $20,680.00 will be paid from Project CI1108, City Park Tennis Renovation.

SECTION 3.

The Purchasing Agent is hereby authorized to execute Amendment No. 2 on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest same.

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 13, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff B7A4F51823AB462
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

AMENDMENT NO. 2 TO THE PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF PUEBLO AND HURTIG, GARDNER, FROELICH, ARCHITECTS, INC.

1. Introduction

This Amendment No. 2 to the Professional Architectural Services Agreement ("Amendment") is executed to be effective as of the _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and Hurtig, Gardner, Froelich, Architects, Inc., a Colorado Corporation ("Consultant"). City and Consultant are sometimes referred to herein as a "Party" and collectively, as the "Parties."

2. Project Statement

WITNESSETH THAT:

WHEREAS, City and Consultant entered into that certain Professional Architectural Services Agreement dated February 28, 2023 for Bid 22-095 Architectural Consultant for Design of City Park Tennis Court Restrooms (the "Agreement").

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

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

3. AGREEMENT

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

   1. Consultant shall provide additional services for new borings, geotechnical analysis, soils reports, complete site survey with topographical and utility information, and civil engineering site drawings as identified in Attachment A.

   2. Attachment A to this Amendment No. 2 shall be additional work as agreed upon by Consultant and City, and Consultant shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement and any and all prior amendments thereto.

B. With respect to services provided under the Amendment No. 2, the fee schedule included in Attachment A to this Amendment No. 2 shall apply to compensation payable to Consultant. The aggregate compensation payable to the Consultant, whether performed directly or by approved sub-consultant NorthStar Engineering and Surveying and/or CTL/Thompson, for performance of

the additional services authorized by this Amendment No. 2 shall not exceed the maximum amount of $20,680.00 as set forth in the Attachment A and notwithstanding whether the service is billed as Time and Material.

1. The compensation payable to the Consultant by this Amendment No. 2 shall be billed at the amounts set forth in the Attachment A.
2. City must respond in writing with written approval prior to Consultant beginning work.

C. Consultant and City shall determine a work schedule for the Scope of Services. Consultant shall commence and complete each major work item according to the work schedule; provided, however, Consultant will not be responsible for delays beyond Consultant's control.

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

E. Except as expressly modified by this Amendment No. 2, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 2, 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 No. 2.

F. 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.

(Continue to following page for Signature Section)

4. Signature Section

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

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

HURTIG, GARDNER, FROELICH, ARCHITECTS, INC.

By_____
Amy Hurtig-Smith, President, Principal Architect

Attest_____
Marisa Stoller, City Clerk

[SEAL]

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

_____
Alexandria Romero, Finance Director

APPROVED AS TO FORM
Department of Law

_____
Carla Sikes, City Attorney

Attachments: Attachment A – Scope of Service and Fee Schedule
Additional Information for Amendment

Attachment A

Scope of Services and Fee Schedule

Excerpt from Consultant's Proposal dated April 18, 2024

Re: Fee Proposal Geotechnical Surveying & Testing for New 3,500 SF Tennis Court Tournament and Restroom Facility.

At the request of the City of Pueblo, our Project Team is delighted to provide you with the Architectural/Engineering fee for the Geotechnical Surveying and Soils Testing for the new Pueblo City Park Tennis Court Restroom Facility. This is provided to eventually be submitted as Amendment No. 2 to the Professional Architectural services Agreement by and Between the City of Pueblo and Hurtig, Gardner, Froelich, Architects, Inc.

The following services will be provided by Michael L Cuppy of NorthStar Inc. Engineering and Surveying and his subcontractor, CTL/Thompson, Incl Geotechnical Testing:

- Topographic Survey of the Parcel and Off-Site Adjacent Roadway
- Preliminary Geotechnical Report for Due Diligence and
- Civil/Site Engineering Services

The complete Architectural and Engineering service for this Civil Engineering aspect of the project is $20,680.00.

Additional Information for Agreement

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s)

Colorado
Secretary of State
Jena Griswold

Summary

Details			
Name	HURTIG, GARDNER, FROELICH, ARCHITECTS, INC.		
Status	Good Standing	**Formation date**	02/26/1982
ID number	19871466333	**Form**	Corporation
Periodic report month	February	**Jurisdiction**	Colorado
Principal office street address	2602 N Elizabeth St, Pueblo, CO 81003, US		
Principal office mailing address	2602 N Elizabeth St, Pueblo, CO 81003, US		

Registered Agent	
Name	AMY G HURTIG-SMITH
Street address	2602 N Elizabeth St, Pueblo, CO 81003, US
Mailing address	2602 N Elizabeth St, Pueblo, CO 81003, US

Filing history and documents

Trade names

Get a certificate of good standing

Get certified copies of documents

File a form

Set up secure business filing

Subscribe to email notification

Unsubscribe from email notification

Subscribe to text notification

Unsubscribe from text notification

Back

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

HURTIG, GARDNER, FROELICH, ARCHITECTS, INC.

is a

Corporation

formed or registered on 02/26/1982 under the law of Colorado, 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 19871466333 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/08/2024 that have been posted, and by documents delivered to this office electronically through 03/12/2024 @ 07:35:50 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/12/2024 @ 07:35:50 in accordance with applicable law. This certificate is assigned Confirmation Number 15834593 .

Secretary of State of the State of Colorado

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

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

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

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

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No_X_. (If you answered "no" please proceed to signature section at bottom of this page.)

(b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? For purposes of responding to this question, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation. Yes ____, No____.

If you answered "yes" please state which of the above entities best describes your business:

_____.

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

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

Name	Address	DOB	Social Security Number
Name	Address	DOB	Social Security Number

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

Company Name: HGF Architects, Inc.

Authorized Signature: _____ Title: Principal Architect

Printed Name: Amy Hurtig-Smith Date: 2/22/23

HGFAR-2

OP ID: SV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/04/2024

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 719-543-3604
Western Group Inc.-Pueblo
511 W 10th St Ste A
P.O. Box 1958
Pueblo, CO 81002
George C. Shineovich

CONTACT NAME: George C. Shineovich
PHONE (A/C, No, Ext): 719-543-3604 FAX (A/C, No): 719-545-1722
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nationwide Insurance	23787
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
HGF Architects Inc.
Amy & Donna
2602 N Elizabeth
Pueblo, CO 81003

COVERAGES CERTIFICATE NUMBER: 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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		ACP3007793090	07/30/2023	07/30/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			ACP3007793090	07/30/2023	07/30/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB / CLAIMS-MADE			ACP3007793090	07/30/2023	07/30/2024	AGGREGATE	$ 1,000,000
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: 22-095 Architectural Consultant for Design of City Park Tennis Court Restrooms. The City of Pueblo, its agents, officers and employees are listed as additional insureds.

CERTIFICATE HOLDER

CITYO-1

CITY OF PUEBLO
A MUNICIPAL CORPORATION
PURCHASING DEPT
P.O. BOX 1427
PUEBLO, CO 81002

CANCELLATION

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
George C. Shineovich

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Client#: 1087547 HURTIGAR

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/05/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500	PHONE (A/C, No, Ext): 800 873-8500	FAX (A/C, No):
	E-MAIL ADDRESS: den.certificate@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XL Specialty Insurance Company	37885
INSURED Hurtig, Gardner, Froelich, Architects, Inc. 2602 N. Elizabeth Street Pueblo, CO 81003	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability Claims Made			DPR5018035	09/03/2023	09/03/2024	$2,000,000 per claim $4,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Professional Services

RE: Project #22-095, Architectural Consultant for Design of City Park Tennis Court Restrooms.

CERTIFICATE HOLDER

City of Pueblo
A Municipal Corporation
230 S Mechanic Street
Pueblo, CO 81003

CANCELLATION

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

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $13,534.90 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 109 STANFORD AVE, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves the award of a construction contract to Parker Excavating, Inc. for emergency sanitary sewer point repairs at 109 Stanford Ave.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While the Wastewater Department collection crew was performing a routine inspection of manholes, they discovered a manhole near 109 Stanford Ave was buckling near the bottom and looked like it might cave in. An emergency repair was performed to remove and replace the defective manhole.

The repair work was performed under the Sanitary Sewer Point Repair multi-year contract under which three contractors were qualified via competitive bid. An estimate was prepared, and K.R. Swerdfeger Construction, Inc. was the low bidder but could not perform the work. The project was awarded to the next low bidder, Parker Excavating.

The cost breakdown for the project is as follows:

Sanitary Sewer Replacement-related			
Total:	$	11,359.90	86%
Surface Improvement Related			
Total:	$	2,175.00	14%
Grand Total:	$	13,534.90	100%

FINANCIAL IMPLICATIONS:

Funding for this project came from the sanitary sewer rehabilitation budget funded by the Sewer User Fund. Funding was available and had been budgeted, appropriated, and allocated to Project No. 20-059 (WWAN03).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Not approve the Resolution, but this would require a finding that there was not an emergency condition.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. 5-13-24 109 Stanford Ave Emergency Point Repair Attachment

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

RESOLUTION NO. 15624

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $13,534.90 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 109 STANFORD AVE, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

WHEREAS, an emergency sanitary sewer repair was authorized by the Mayor in accordance with Pueblo Purchasing Policy Section 3.2.2 (6); and

WHEREAS, the point repair work was awarded to Parker Excavating, Inc., under the 2021-2023 multi-year point repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council ratifies and approves the contract for repair of the sanitary sewers at 109 Stanford Ave. with Parker Excavating, Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of $13,534.90.

SECTION 2.

Funds for Project 20-059 (WWAN03) shall be from the Sewer User Fund.

SECTION 3.

The Purchasing Agent was authorized to execute said contract on behalf of Pueblo, A Colorado Municipal Corporation, and the City Clerk properly affixed the seal of the City thereto and attested the same.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract including any payments authorized under the contract and the contract change order in the amount of $4,500.90 are hereby ratified.

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 13, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A2F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDEEC3D43C...
CITY CLERK

2021-2023 Emergency Sanitary Sewer Point Repair					109 Stanford Ave Estimate		
Date 3/12/2024					K.R. Swerdfeger Construction, Inc.	FRPHI ECS & Landscape, Inc.	Parker Excavating, Inc.
Project Number: 20-059 (WWAN03)							
Item	**Description**	**Estimated**					
1	Remove and Replace 8” PVC Less than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
2	Remove and Replace 8” PVC More than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
3	Remove and Replace 10” PVC Less than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
4	Remove and Replace 10” PVC More than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
5	Remove and Replace 12” PVC Less than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
6	Remove and Replace 12” PVC More than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
7	Remove and Replace 15” PVC Less than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
8	Remove and Replace 15” PVC More than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
9	Remove and Replace 4” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
10	Remove and Replace 4” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
11	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 8" and 10" Pipe	1-20	LF		$ -	$ -	$ -
		21-100	LF	25	$ 1,750.00	$ 1,625.00	$ 1,875.00
		>100	LF		$ -	$ -	$ -
12	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
13	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
14	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
15	Remove and Replace 7” Reinforced Concrete	1-20	SF		$ -	$ -	$ -
		21-100	SF		$ -	$ -	$ -
		>100	SF		$ -	$ -	$ -
16	Remove and Replace 6” Reinforced Concrete	1-20	SF		$ -	$ -	$ -
		21-100	SF		$ -	$ -	$ -
		>100	SF		$ -	$ -	$ -
17	Remove and Replace 4” Concrete	1-20	SF		$ -	$ -	$ -
		21-100	SF		$ -	$ -	$ -
		>100	SF		$ -	$ -	$ -
18	Remove and Replace Standard Curb and Gutter	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
19	Install Extra Lean Concrete (FlowFill)	1-20	CY	7	$ 1,155.00	$ 1,995.00	$ 1,169.00
		21-100	CY		$ -	$ -	$ -
		>100	CY		$ -	$ -	$ -
20	Remove Camera/Cleaning Head/Tap Cutter	HR			$ -	$ -	$ -
21	Remove and Replace 48” Diameter Manhole	EA		1	$ 4,000.00	$ 6,100.00	$ 4,340.00
22	Remove and Replace 60” Diameter Manhole	EA			$ -	$ -	$ -
23	Reinstate Services	EA			$ -	$ -	$ -
24	Mobilization	LS		1	$ 1,500.00	$ 1,750.00	$ 1,650.00
				Total	$ 8,405.00	$ 11,470.00	$ 9,034.00
				With Contingency	$ 10,086.00	$ 13,764.00	$ 10,840.80

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 20-059 (WWAN03) Change Order No. : ONE 4/12/2024

Project Name : 2021, 2022 and 2023 Sanitary Sewer Point Repair
109 Stanford Ave

Contractor : PARKER EXCAVATING INC.
1428 Stockyard Rd., Pueblo, CO 81001

You are hereby requested to comply with the following changes from the plans & specifications:

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (21-		$300.00
2	INSTALL EXTRA LEAN CONCRETE(FLOWFILL)		$2,588.50
5	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (1-20LF)		$875.00
6	REINSTATE SERVICE		$388.00
7	TRAFFIC CONTROL		$349.40
	TOTAL (Decrease) / Increase	$0.00	$4,500.90

Net Adjustment This Change Order	$	4,500.90
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	9,034.00
Total Adjusted Contract Amount To Date	$	13,534.90

Reason For Change: Actual Field Quantities.

The time provided for completion of the contract is changed by 0 calendar days.
This document shall become an amendment to the contract and all provisions of the contract apply hereto.

Prepared by: _____ Date:_____
Wastewater Civil Engineer

Reviewed by: _____ Date:_____
Wastewater Engineering Manager

Accepted by: _____ Date:_____
Contractor's Representative

If this Change Order causes an increase from the original contract price, signed approval by the Director constitutes representation that lawful appropriations are sufficient to cover such increase.

Approved by: _____ Date:_____
Director of Wastewater

FORM CO100.1299

20-059 (WWAN03)
2021-2023 Emergency Sanitary Sewer Point Repair
R&R MH#394358.2

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

City Clerk's Office Item # M9

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $12,103.47 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1016 N. ELIZABETH ST., PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc. for emergency sanitary sewer point repairs at 1016 N Elizabeth St.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While the Wastewater Department collection crew was performing a routine inspection of the sewer mains in the N. Elizabeth St. due to the future Elizabeth Street Overlay Project, they discovered a portion of collapsed pipe near 1016 N. Elizabeth St. This defect will further deteriorate the pipe, block the flow and increase the chance of immediate backup and overflows in the main. An emergency repair was performed to remove and replace the collapsed pipe segment so a backup would not occur.

The repair work was performed under the Sanitary Sewer Point Repair multi-year contract under which three contractors were qualified via competitive bid. An estimate was prepared, and Parker Excavating was the lowest bidder and accepted the work.
.
The cost breakdown for the project is as follows:

Sanitary Sewer Replacement-related			
Total:	$	8,071.47	67%
Surface Improvement Related			
Total:	$	4,032.00	33%
Grand Total:	$	12,103.47	100%

FINANCIAL IMPLICATIONS:

Funding for this project came from the sanitary sewer rehabilitation budget funded by the Sewer User Fund. Funding was available and had been budgeted, appropriated, and allocated to Project No. 20-059 (WWAN03).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Not approve the Resolution, but this would require a finding that there was not an emergency condition.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. 5-13-24 1016 N Elizabeth St Emergency Point Repair Attachment

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

RESOLUTION NO. 15625

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $12,103.47 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1016 N. ELIZABETH ST., PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

WHEREAS, an emergency sanitary sewer repair was authorized by the Mayor in accordance with Pueblo Purchasing Policy Section 3.2.2 (6); and

WHEREAS, the point repair work was awarded to Parker Excavating, Inc., under the 2021-2023 multi-year point repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council ratifies and approves the contract for repair of the sanitary sewers at 1016 N. Elizabeth St. with Parker Excavating, Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of $12,103.47.

SECTION 2.

Funds for Project 20-059 (WWAN03) shall be from the Sewer User Fund.

SECTION 3.

The Purchasing Agent was authorized to execute said contract on behalf of Pueblo, A Colorado Municipal Corporation, and the City Clerk properly affixed the seal of the City thereto and attested the same.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract including any payments authorized under the contract and the contract change order in the amount of $2,823.47 are hereby ratified.

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 13, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff B7A4F51823AB482...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDEFC3D43C...
CITY CLERK

2021-2023 Emergency Sanitary Sewer Point Repair				1016 N Elizabeth St Estimate			
Date 2/15/2024							
Project Number: 20-059 (WWAN03)					K.R. Swerdfeger Construction, Inc.	FRPHI ECS & Landscape, Inc.	Parker Excavating, Inc.
Item	**Description**	**Estimated**					
1	Remove and Replace 8” PVC Less than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
2	Remove and Replace 8” PVC More than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
3	Remove and Replace 10” PVC Less than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
4	Remove and Replace 10” PVC More than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
5	Remove and Replace 12” PVC Less than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
6	Remove and Replace 12” PVC More than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
7	Remove and Replace 15” PVC Less than 10’ Deep	1-20	LF	15	$ 3,375.00	$ 9,150.00	$ 2,130.00
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
8	Remove and Replace 15” PVC More than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
9	Remove and Replace 4” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
10	Remove and Replace 4” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
11	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 8" and 10" Pipe	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
12	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
13	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe	1-20	LF	20	$ 2,200.00	$ 1,480.00	$ 2,160.00
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
14	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
15	Remove and Replace 7” Reinforced Concrete	1-20	SF		$ -	$ -	$ -
		21-100	SF		$ -	$ -	$ -
		>100	SF		$ -	$ -	$ -
16	Remove and Replace 6” Reinforced Concrete	1-20	SF		$ -	$ -	$ -
		21-100	SF		$ -	$ -	$ -
		>100	SF		$ -	$ -	$ -
17	Remove and Replace 4” Concrete	1-20	SF		$ -	$ -	$ -
		21-100	SF		$ -	$ -	$ -
		>100	SF		$ -	$ -	$ -
18	Remove and Replace Standard Curb and Gutter	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
19	Install Extra Lean Concrete (FlowFill)	1-20	CY	20	$ 3,300.00	$ 5,700.00	$ 3,340.00
		21-100	CY		$ -	$ -	$ -
		>100	CY		$ -	$ -	$ -
20	Remove Camera/Cleaning Head/Tap Cutter	HR			$ -	$ -	$ -
21	Remove and Replace 48” Diameter Manhole	EA			$ -	$ -	$ -
22	Remove and Replace 60” Diameter Manhole	EA			$ -	$ -	$ -
23	Reinstate Services	EA			$ -	$ -	$ -
24	Mobilization	LS		1	$ 1,500.00	$ 1,750.00	$ 1,650.00
				Total	$ 10,375.00	$ 18,080.00	$ 9,280.00
				With Contingency	$ 12,450.00	$ 21,696.00	$ 11,136.00

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 20-059 (WWAN03) Change Order No. : ONE 4/16/2024

Project Name : 2021, 2022 and 2023 Sanitary Sewer Point Repair
1016 N Elizabeth St

Contractor : PARKER EXCAVATING INC.
1428 Stockyard Rd., Pueblo, CO 81001

You are hereby requested to comply with the following changes from the plans & specifications:

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 15" PVC PIPE <10' DEEP (1-20LF)		$426.00
2	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 12" AND 15" PIPE (1-20LF)	($2,160.00)	
5	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 12" AND 15" PIPE (21-100LF)		$4,032.00
6	TRAFFIC CONTROL		$525.47
	TOTAL (Decrease) / Increase	($2,160.00)	$4,983.47

Net Adjustment This Change Order	$	2,823.47
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	9,280.00
Total Adjusted Contract Amount To Date	$	12,103.47

Reason For Change: Actual Field Quantities.

The time provided for completion of the contract is changed by 0 calendar days.
This document shall become an amendment to the contract and all provisions of the contract apply hereto.

Prepared by: _____ Date:_____
Wastewater Civil Engineer

Reviewed by: _____ Date:_____
Wastewater Engineering Manager

Accepted by: _____ Date:_____
Contractor's Representative

If this Change Order causes an increase from the original contract price, signed approval by the Director constitutes representation that lawful appropriations are sufficient to cover such increase.

Approved by: _____ Date:_____
Director of Wastewater

FORM CO100.1299

20-059 (WWAN03)
2021-2023 Emergency Sanitary Sewer Point Repair
1016 N Elizabeth St

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

City Clerk's Office Item # M10

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $7,051.39 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2104 WYOMING AVE, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves the award of a construction contract to Parker Excavating, Inc. for emergency sanitary sewer point repairs at 2104 Wyoming Ave.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While the Wastewater Department collection crew was performing a routine cleaning of sewer mains, the cleaning head was getting hung up in the sewer main near 2104 Wyoming Ave. A television crew was sent out to inspect the main and they discovered a large joint offset and a collapsed pipe segment in the main. These defects will further deteriorate the pipe and increase the chance of immediate backup into private properties. An emergency repair was performed to fix these defects so a backup would not occur.

The repair work was performed under the Sanitary Sewer Point Repair multi-year contract under which three contractors were qualified via competitive bid. An estimate was prepared, and Parker Excavating was the lowest bidder and accepted the work.

The cost breakdown for the project is as follows:

Sanitary Sewer Replacement-related			
Total:	$	4,051.39	57%
Surface Improvement Related			
Total:	$	3,000.00	43%
Grand Total:	$	7,051.39	100%

FINANCIAL IMPLICATIONS:

Funding for this project came from the sanitary sewer rehabilitation budget funded by the Sewer User Fund. Funding was available and had been budgeted, appropriated, and allocated to Project No. 20-059 (WWAN03).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Not approve the Resolution, but this would require a finding that there was not an emergency condition.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. 05-13-24 2104 Wyoming Ave Emergency Point Repair Attachment

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

RESOLUTION NO. 15626

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $7,051.39 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2104 WYOMING AVE, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

WHEREAS, an emergency sanitary sewer repair was authorized by the Mayor in accordance with Section 1-10-5 of the Colorado Pueblo Municipal Code; and

WHEREAS, the point repair work was awarded to Parker Excavating, Inc., under the 2021-2023 multi-year point repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council ratifies and approves the contract for repair of the sanitary sewers at 2104 Wyoming Ave with Parker Excavating, Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of $7,051.39.

SECTION 2.

Funds for Project 20-059 shall be from the Sewer User Fund (WWAN03).

SECTION 3.

The Purchasing Agent was authorized to execute said contract on behalf of Pueblo, a Colorado Municipal Corporation, and the City Clerk properly affixed the seal of the City thereto and attested the same.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including any payments authorized under the contract and the contract change order in the amount of $2,373.39 are hereby ratified.

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 13, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Illiff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFEC3D43C...
CITY CLERK

2021-2023 Emergency Sanitary Sewer Point Repair				2104 Wyoming Ave Estimate			
Date 3/05/2024					K.R. Swerdfeger Construction, Inc.	FRPHI ECS & Landscape, Inc.	Parker Excavating, Inc.
Project Number: 20-059 (WWAN03)							
Item	**Description**	**Estimated**					
1	Remove and Replace 8” PVC Less than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
2	Remove and Replace 8” PVC More than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF	22	$ 3,366.00	$ 10,230.00	$ 2,640.00
		>100	LF		$ -	$ -	$ -
3	Remove and Replace 10” PVC Less than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
4	Remove and Replace 10” PVC More than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
5	Remove and Replace 12” PVC Less than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
6	Remove and Replace 12” PVC More than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
7	Remove and Replace 15” PVC Less than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
8	Remove and Replace 15” PVC More than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
9	Remove and Replace 4” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
10	Remove and Replace 4” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
11	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 8" and 10" Pipe	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
12	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
13	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
14	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
15	Remove and Replace 7” Reinforced Concrete	1-20	SF		$ -	$ -	$ -
		21-100	SF		$ -	$ -	$ -
		>100	SF		$ -	$ -	$ -
16	Remove and Replace 6” Reinforced Concrete	1-20	SF		$ -	$ -	$ -
		21-100	SF		$ -	$ -	$ -
		>100	SF		$ -	$ -	$ -
17	Remove and Replace 4” Concrete	1-20	SF		$ -	$ -	$ -
		21-100	SF		$ -	$ -	$ -
		>100	SF		$ -	$ -	$ -
18	Remove and Replace Standard Curb and Gutter	1-20	LF		$ -	$ -	$ -
		21-100	LF		$ -	$ -	$ -
		>100	LF		$ -	$ -	$ -
19	Install Extra Lean Concrete (FlowFill)	1-20	CY		$ -	$ -	$ -
		21-100	CY		$ -	$ -	$ -
		>100	CY		$ -	$ -	$ -
20	Remove Camera/Cleaning Head/Tap Cutter	HR			$ -	$ -	$ -
21	Remove and Replace 48” Diameter Manhole	EA			$ -	$ -	$ -
22	Remove and Replace 60” Diameter Manhole	EA			$ -	$ -	$ -
23	Reinstate Services	EA		1	$ 300.00	$ 150.00	$ 388.00
24	Mobilization	LS		1	$ 1,500.00	$ 1,750.00	$ 1,650.00
				Total	$ 5,166.00	$ 12,130.00	$ 4,678.00
				With Contingency	$ 6,199.20	$ 14,556.00	$ 5,613.60

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 20-059 (WWAN03) Change Order No. : ONE 4/12/2024

Project Name : 2021, 2022 and 2023 Sanitary Sewer Point Repair
2104 Wyoming Ave

Contractor : PARKER EXCAVATING INC.
1428 Stockyard Rd., Pueblo, CO 81001

You are hereby requested to comply with the following changes from the plans & specifications:

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 8" PVC PIPE >10' DEEP (21-100LF)	($2,640.00)	
4	REMOVE & REPLACE 8" PVC PIPE >10' DEEP (1-20LF)		$1,764.00
5	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (21-100LF)		$3,000.00
6	TRAFFIC CONTROL		$249.39
	TOTAL (Decrease) / Increase	($2,640.00)	$5,013.39

Net Adjustment This Change Order	$	2,373.39
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	4,678.00
Total Adjusted Contract Amount To Date	$	7,051.39

Reason For Change: Actual Field Quantities.

The time provided for completion of the contract is changed by 0 calendar days.
This document shall become an amendment to the contract and all provisions of the contract apply hereto.

Prepared by: _____ Date:_____
Wastewater Civil Engineer

Reviewed by: _____ Date:_____
Wastewater Engineering Manager

Accepted by: _____ Date:_____
Contractor's Representative

If this Change Order causes an increase from the original contract price, signed approval by the Director constitutes representation that lawful appropriations are sufficient to cover such increase.

Approved by: _____ Date:_____
Director of Wastewater

FORM CO100.1299

20-059 (WWAN03)
2021-2023 Emergency Sanitary Sewer Point Repair
2104 Wyoming Ave

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

City Clerk's Office Item # M11

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-12) TO THE COLORADO STATE FAIR FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG SMALL AVENUE BETWEEN SCRANTON AVENUE AND EUCLID AVENUE FOR THE PURPOSE OF THE ANNUAL COLORADO STATE FAIR PARADE.

SUMMARY:

Attached is a draft revocable permit submitted by The Colorado State Fair for the closure of Small Avenue between Scranton Avenue and Euclid Avenue on Saturday, August 24, 2024 between 6:00 AM and 6:00 PM.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Colorado State Fair has submitted an application for a revocable permit (REV-24-12) requesting to close Small Avenue between Scranton Avenue and Euclid Avenue to provide a staging area for loading and unloading to facilitate the annual Colorado State Fair Parade on August 24, 2024 from 6:00 a.m. to 6:00 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from exclusive use of the Small Avenue right-of-way.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 24-12

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

RESOLUTION NO. 15627

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-12) TO THE COLORADO STATE FAIR FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG SMALL AVENUE BETWEEN SCRANTON AVENUE AND EUCLID AVENUE FOR THE PURPOSE OF THE ANNUAL COLORADO STATE FAIR PARADE.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-24-12) is authorized to be issued to The Colorado State Fair for the use of the right-of-way along Small Avenue between Scranton Avenue and Euclid Avenue to provide a staging area in support of the Colorado State Fair Band Day Parade on August 24, 2024 from 6:00 a.m. to 6:00 p.m.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 13, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

DocuSigned by:
Mark Aliff
APPROVED: _____
B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

DocuSigned by:
ATTESTED BY: _____
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CITY CLERK

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **Colorado State Fair Authority 1001 Beulah Ave.; Pueblo, CO 81004 719-404-2013 1001 Beulah Ave.; Pueblo, CO 81004**
2. Permitted Area: **Small Avenue between Scranton and Euclid**
3. Purpose of Revocable Permit: **Closure of the permitted area to vehicular traffic**
4. Commencement Date: **August 24, 2024** Time: **6:00 AM**
5. Ending Date: **August 24, 2024** Time: **6:00 PM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this 30 day of April, 2024.

PERMITTEE:

Organization or Individual: Colorado State Fair

By: Callie Maser

Title: Sponsorship Manager

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 30 day of April, 2024 by Callie Maser as Sponsorship Manager.

My commission expires: April 14, 2028.

Deniece Armijo

Notary Public

DENIECE JUNE ARMIJO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204013697
MY COMMISSION EXPIRES APRIL 14, 2028

APPROVED this _____ day of _____, 20____.

PUEBLO, a Municipal Corporation

By _____

Heather Graham, Mayor

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

City Clerk's Office Item # M12

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF MARK KLEVEN TO THE BUILDING BOARD OF APPEALS - GENERAL CONTRACTOR POSITION

SUMMARY:

This resolution ratifies the joint City-County appointment of members to serve on the Building Board of Appeals

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Building Board of Appeals are made on an annual basis selecting individuals to serve expiring or vacant terms. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

There are vacancies available on the Regional Building Department Boards of Appeal for joint City-County appointments for citizens to complete a three-year term. Available terms are 1 vacancy for a Contractor, and 1 vacancy for an Architect.

The following individual applied Mark Kleven (Contractor).

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

ALTERNATIVES:

City Council in agreement with the County Commissioners could remove the Resolution from the Agenda, request that the recruitment process be extended in order to receive additional applications for consideration.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

RESOLUTION NO. 15628

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF MARK KLEVEN TO THE BUILDING BOARD OF APPEALS - GENERAL CONTRACTOR POSITION

WHEREAS, PACOG duly convened and appointed Mark Kleven to the Building Board of Appeals - General Contractor Position to complete a three-year term expiring on July 1, 2026; it is now the desire of the Pueblo City Council to ratify said appointment; NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment of Mark Kleven to the Building Board of Appeals - General Contractor Position to complete a three-year term expiring July 1, 2026, shall be and hereby is ratified.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: May 13, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

DocuSigned by:
Mark Aliff
APPROVED: _____
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PRESIDENT OF CITY COUNCIL

DocuSigned by:
ATTESTED BY: _____
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CITY CLERK

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

City Clerk's Office Item # M13

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF LARRY MOORE TO THE ELECTRICAL BOARD OF APPEALS - JOURNEYMAN POSITION AND SETH BOUTILIER TO THE ELECTRICAL BOARD OF APPEALS - ELECTRIC UTILITY EMPLOYEE POSITION

SUMMARY:

This resolution ratifies the joint City-County appointment of members to serve on the Electrical Board of Appeals

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Electrical Board of Appeals are made on an annual basis selecting individuals to serve expiring or vacant terms. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

There are vacancies available on the Regional Building Department Boards of Appeal for joint City-County appointments for citizens to complete a three-year term. Available terms are 1 vacancy for a General Contractor, 1 vacancy for a Journeyman, and 1 vacancy for an Electric Utility Employee.
The following individual(s) applied: Larry Moore (Journeyman) and Seth Boutilier (Electric Utility Employee).

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council in agreement with the County Commissioners could remove the Resolution from the Agenda, request that the recruitment process be extended in order to receive additional applications for consideration.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

RESOLUTION NO. 15629

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF LARRY MOORE TO THE ELECTRICAL BOARD OF APPEALS - JOURNEYMAN POSITION AND SETH BOUTILIER TO THE ELECTRICAL BOARD OF APPEALS - ELECTRIC UTILITY EMPLOYEE POSITION

WHEREAS, PACOG duly convened and appointed Larry Moore to the Electrical Board of Appeals - Journeyman Position and Seth Boutilier to the Electrical Board of Appeals - Electric Utility Employee Position to complete three-year terms expiring on July 1, 2026; it is now the desire of the Pueblo City Council to ratify said appointment; NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment of Larry Moore to the Electrical Board of Appeals - Journeyman Position and Seth Boutilier to the Electrical Board of Appeals - Electric Utility Employee Position to complete three-year terms expiring on July 1, 2026, shall be and hereby is ratified.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: May 13, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff
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PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDEFC3D43C...
CITY CLERK

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

City Clerk's Office Item # M14

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF STEVE GIRODO TO THE MECHANICAL BOARD OF APPEALS - JOURNEYMAN POSITION

SUMMARY:

This resolution ratifies the joint City-County appointment of members to serve on the Mechanical Board of Appeals

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Mechanical Board of Appeals are made on an annual basis selecting individuals to serve expiring or vacant terms. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

There are vacancies available on the Regional Building Department Boards of Appeal for joint City-County appointments for citizens to complete a three-year term. Available terms are 1 vacancy for a General Contractor, 1 vacancy for a Journeyman, and 1 vacancy for an Engineer.

The following individual applied: Steve Girodo (Journeyman).

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council in agreement with the County Commissioners could remove the Resolution from the Agenda, request that the recruitment process be extended in order to receive additional applications for consideration.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

RESOLUTION NO. 15630

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF STEVE GIRODO TO THE MECHANICAL BOARD OF APPEALS - JOURNEYMAN POSITION

WHEREAS, PACOG duly convened and appointed Steve Girodo to the Mechanical Board of Appeals - Journeyman Position to complete a three-year term expiring on July 1, 2026; it is now the desire of the Pueblo City Council to ratify said appointment; NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment of Steve Girodo to the Mechanical Board of Appeals - Journeyman Position to complete a three-year term expiring July 1, 2026, shall be and hereby is ratified.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: May 13, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDEEC3D43C...
CITY CLERK

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

City Clerk's Office Item # M15

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF KEN GULLEY TO THE PLUMBING BOARD OF APPEALS - JOURNEYMAN POSITION AND LANCE HARVEY TO THE PLUMBING BOARD OF APPEALS - CONTRACTOR POSITION

SUMMARY:

This resolution ratifies the joint City-County appointment of members to serve on the Plumbing Board of Appeals.

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Plumbing Board of Appeals are made on an annual basis selecting individuals to serve expiring or vacant terms. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

There are vacancies available on the Regional Building Department Boards of Appeal for joint City-County appointments for citizens to complete a three-year term. Available terms are as follows: 1 vacancy for a Journeyman, 2 vacancies for a Contractor, 1 vacancy for an Engineer.

The following individuals applied: Lance Harvey (Contractor) and Ken Gulley (Journeyman).

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council in agreement with the County Commissioners could remove the Resolution from the Agenda, request that the recruitment process be extended in order to receive additional applications for consideration.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

RESOLUTION NO. 15631

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF KEN GULLEY TO THE PLUMBING BOARD OF APPEALS - JOURNEYMAN POSITION AND LANCE HARVEY TO THE PLUMBING BOARD OF APPEALS - CONTRACTOR POSITION

WHEREAS, PACOG duly convened and appointed Ken Gulley to the Plumbing Board of Appeals - Journeyman Position to complete a three-year term expiring on July 1, 2024 and Lance Harvey to the Plumbing Board of Appeals - Contractor Position to complete a three-year term expiring on July 1, 2026; it is now the desire of the Pueblo City Council to ratify said appointment; NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment of Ken Gulley to the Plumbing Board of Appeals - Journeyman Position to complete a three-year term expiring July 1, 2024, shall be and hereby is ratified.

SECTION 2.

The appointment of Lance Harvey to the Plumbing Board of Appeals - Contractor Position to complete a three-year term expiring July 1, 2026, shall be and hereby is ratified.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: May 13, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff
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PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by:
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CITY CLERK

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

City Clerk's Office Item # M16

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: A RESOLUTION APPROVING AN ENVIRONMENTAL COVENANT DEED RESTRICTION ON CERTAIN PORTION OF THE LAKE MINNEQUA EXPANSION PROJECT

SUMMARY:

This Resolution approves an environmental covenant deed restriction for portions of the Lake Minnequa Expansion Project.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

In the past several years, the City has built many recreational and stormwater improvements at Veteran's Park at Lake Minnequa. The lake is made up of approximately 50 acres of lake surface with many adjacent wetlands, which are under the jurisdiction of the United Sates Army Corps of Engineers Nationwide Permit 42.

Per the City's permit, we are required to create a ½ acre wetland in a designated location. The Parks and Recreation Department is about to complete the construction of the wetland. The environmental covenant is a requirement of our permit that will protect, preserve, and maintain the wetland and its condition in perpetuity.

FINANCIAL IMPLICATIONS:

Not applicable to this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If the Resolution is not approved, the City will be in violation of Nationwide Permit.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Environmental Covenant for Lake Minnequa Expansion Project_05.13.24

DocuSign Envelope ID: F13E0175-E4B2-47EC-9910-CA649C867DE3

RESOLUTION NO. 15632

A RESOLUTION APPROVING AN ENVIRONMENTAL COVENANT DEED RESTRICTION ON CERTAIN PORTION OF THE LAKE MINNEQUA EXPANSION PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Deed Restriction on Certain Portion of Lake Minnequa Expansion Project – Environmental Covenant dated May 13, 2024, from the United States Army Corps of Engineers, a copy of which is attached hereto, having been approved by the Assistant City Attorney, is hereby accepted and approved. The Mayor is hereby authorized and directed to execute same for and on behalf of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: May 13, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff
B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDEFC3D43C...
CITY CLERK

DEED RESTRICTION ON CERTAIN PORTION OF LAKE MINNEQUA EXPANSION PROJECT

ENVIRONMENTAL COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANTS FOR CONSERVATION (Declaration) is made this ___ day of _____, 2024, by Pueblo, a Municipal Corporation ("City").

WHEREAS, City is the owner of certain real property commonly referred to as the Lake Minnequa Expansion Project, located West of Lakeshore Drive, near Iowa and Illinois Avenues, City of Pueblo, County of Pueblo, Colorado ("Property"); and

WHEREAS, the United States Army Corps of Engineers, through the Albuquerque District ("Corps"), and City have agreed that City will make the portion of the Property, more particularly described in Exhibit A attached hereto and incorporated herein by reference as though fully set forth ("Conservation Area"), subject to the conservation-based covenants described in this Declaration as a condition of the attached Department of the Army Permit or verification letter issued for the Lake Minnequa Expansion Project (SPA-2017-00064)(see Exhibit B, incorporated herein by reference); and

WHEREAS, City agrees to the creation of these conservation-based covenants and intends the Conservation Area shall be preserved and maintained in the described condition in perpetuity; and

WHEREAS, the Nationwide Permit 42 is a permit issued by the U.S. Army Corps of Engineers authorizing the construction or expansion of recreational facilities that involve discharges of dredged or fill material into non-tidal waters of the United States pursuant to Nationwide Permit 42 - Recreational Facilities and 33 CFR 332; and

NOW THEREFORE, City hereby grants these covenants, and declares that Conservation Area of said Property as described in Exhibit A shall hereinafter be bound by, held, sold, and conveyed subject to the following requirements set forth in paragraphs 1 through 12, below, which shall run with the Property in perpetuity and be binding on City and all parties having any right, title or interest in the Property, or any part thereof, their successors and assigns, and any persons using the land. As used in this Declaration, the term "Owner" means the City; subsequent property owner(s); and the personal representatives, heirs, successors and assigns of either City or subsequent property owner(s).

1. PURPOSE

The purpose of this Declaration is:

A. To preserve and protect the native flora, fauna, soils, water table and drainage

patterns, and other conservation values of Conservation Area;

B. To view Conservation Area in its scenic and open conditions; and in general;

C. To assure that Conservation Area, including its air space and subsurface, will be retained in perpetuity in its natural condition as provided herein and to prevent any use of Conservation Area that will impair or interfere with its natural resource functions and values. City intends that this Declaration will confine the use of the Conservation Area to such activities as are consistent with the purpose of this Declaration;

D. To ensure continued compliance with a mitigation condition of a Clean Water Act Authorization issued by the Corps. These covenants are to run with the land, and shall be binding on the City/Owner, and all parties claiming under it;

E. To accomplish the purpose of this Declaration, the following rights are created in accordance with Federal Law, the Colorado Revised Statutes, and Pueblo Municipal Law:

F. To allow City/Owner, the Corps or Colorado Department of Public Health and Environment (CDPHE) the right to enter upon Property to inspect Conservation Area at reasonable times to monitor compliance with and otherwise enforce the terms of this Declaration provided that, except in cases where City/Owner determines that immediate entry is necessary to prevent, terminate, or mitigate a violation of this Declaration; such entry shall, when practicable, be upon reasonable prior notice to any successor or assign, and City/Owner shall not unreasonably interfere with the successor's or assign's use and quiet enjoyment of Property in accordance with the terms of this Declaration:

G. To allow City/Owner, the Corps or the CDPHE to enforce the terms of this Declaration by appropriate legal proceedings in accordance with applicable laws so as to prevent any activity on or use of Conservation Area that is inconsistent with the purpose of this Declaration and to require the restoration of such areas or features of the Conservation Area that may be damaged by any inconsistent activity or use; and

H. To allow City/Owner to enter upon Property and Conservation Area, upon prior notice and written approval by the Corps to take any appropriate environmental or conservation management measures consistent with the terms and purposes of this Declaration and applicable laws, regulations, and ordinances, including, but not limited to:

    i. Planting of regionally native vegetation (i.e., trees, shrubs, grasses, and forbs); or

ii. Restoring, altering, or maintaining the topography; hydrology; drainage; structural integrity; streambed; water quantity; and relevant feature of any stream, wetland, water body, or vegetative buffer within the Conservation Area.

2. RESTRICTIONS

A. Any activity in or use of the Conservation Area inconsistent with the purpose of this Declaration by City/Owner is prohibited. Without limiting the generality of the foregoing, and except when an approved purpose under paragraph H of 1. PURPOSE above, or as necessary to accomplish mitigation approved under the applicable laws, regulations, ordinances, and permits, the following activities and uses are expressly prohibited in, on, over, or under the Conservation Area, subject to all of the express terms and conditions below:

i. **Structures.** The construction of man-made structures, including, but not limited to, the construction, removal, placement, preservation, maintenance, alteration, or decoration of any buildings, roads, utility lines, billboards, or other advertising. This restriction does not include deer stands, bat boxes, bird nesting boxes, bird feeders, duck blinds, and the placement of signs for safety purposes or boundary demarcation;

ii. **Demolition.** The demolition of fencing structures constructed for the purpose of demarcation of the Conservation Area or for public safety unless to repair or replace said fencing or mitigate damaged and/or dangerous fencing;

iii. **Soils.** The removal, excavation, disturbance, or dredging of soil, sand peat, gravel, or aggregate material of any kind; or any change in the topography of the land, including any discharges of dredged or fill material, ditching, extractions, drilling, driving of piles, mining, or excavation of any kind;

iv. **Drainage.** The drainage or disturbance of the water level or the water table, except for pre-existing or approved project-related stormwater discharges and any maintenance associated with those stormwater discharges. All pre-existing or approved project-related drainage/stormwater discharge features should be shown on the accompanying plat map or approved plan and attached to this Declaration and identified in this Declaration;

v. **Waste or Debris.** The intentional storage, dumping, depositing, abandoning, discharging, or releasing of any gaseous, liquid, solid, or hazardous waste substance, yard waste, materials, or debris of whatever nature on, in, over, or underground or into surface or ground water, except for pre-existing or approved project-related stormwater discharges and any maintenance associated with those stormwater discharges;

vi. **Non-Native Species.** The planting or introduction of non-native species;

vii. **Herbicides, Insecticides and Pesticides.** The use of herbicides, insecticides, pesticides, or similar chemicals, except for as may be necessary to control invasive species that threaten the natural character of Conservation Area. State and Municipal approved application programs necessary to protect the public health and welfare are not included in this prohibition;

viii. **Removal of Vegetation.** The mowing, cutting, pruning, or removal of any kind of vegetation, except pruning, cutting, or removal for:

1. Safety purposes; or
2. Control in accordance with accepted scientific forestry management practices for diseased or dead vegetation; or
3. Control of non-native species and noxious weeds; or
4. Scientific or nature study.

ix. **Agricultural Activities.** Unless currently used for agricultural or similarly related purposes, conversion of, or expansion into, any portion of the Conservation Area for use of agriculture, horticulture, aquaculture, silviculture, livestock production or grazing activities. This prohibition also includes conversion from one type of these activities to another;

x. **Other.** Other acts, uses, excavation, or discharges which adversely affect fish or wildlife habitat or the preservation of lands, waterways, or other aquatic resources within the Conservation Area;

xi. Recreational use of ATVs, dirt bikes, motorcycles, off-road vehicles, or motor vehicles of any kind is prohibited in the Conservation Area;

xii. Conservation Area shall be maintained in perpetuity in its mitigated condition. No person or entity shall perform any of the following activities on such Conservation Area:

1. Fill, grade, excavate or perform any other land disturbing activities,
2. Cut, mow, burn, remove, or harm any vegetation except for invasive species,
3. Construct or place any roads, trails, walkways, buildings, mobile homes, signs, utility poles or towers, or any other permanent or temporary structures,
4. Drain or otherwise disrupt or alter the hydrology or drainage ways of the Conservation Area, or
5. Dump or store soil, trash, or other waste.

3. DURATION

This Declaration shall remain in effect in perpetuity, shall run with the land regardless of ownership or use, and is binding upon all subsequent declarants, their heirs, executors, administrators, successors, representatives, devisees, and assigns, as the case may be, as long as said party shall have any interest in any

part of Conservation Area.

4. PERMITTED USES

A. This Declaration will not prevent City/Owner from making use of the area that is not expressly prohibited herein and are not inconsistent with the purpose of this Declaration.

B. If City/Owner is prevented from complying with this Declaration by reason of force majeure, including, but not limited to, fire, flood, earthquake, explosion, storm, riot, war, rebellion, accidents, acts of God and/or any other cause or externally induced casualty beyond its reasonable control, whether similar to the foregoing matters or not, then upon written notice, City/Owner will be suspended from obligation during the period of such disability; provided that the party asserting force majeure will bear the burden of establishing the existence of such force majeure by clear and convincing evidence; and provided further that the party prevented from complying will use its best efforts to remove such disability as quickly as commercially reasonably possible and will continue performance with the utmost dispatch whenever such causes are removed, and will notify Corps of the force majeure not more than thirty (30) days form the time of the cessation of the event. When such circumstances arise, Owner and Corps will discuss what, if any, modification of terms or mitigation of this Declaration may be required to arrive at an equitable solution within the purpose of this Declaration as stated in 1. PURPOSE.

C. If an emergency arises, including, but not limited to, medical emergency, fire, including wildfire, and incidents requiring emergency response from ambulance, law enforcement of any agency operating within its jurisdiction and fire rescues, those personal are authorized to enter Property and Conservation Area without prior notice to Corps and to conduct operations necessary to resolve the emergency and its immediate aftermath. City/Owner will notify Corps of such event no later than thirty (30) days after said event. City/Owner and Corps will evaluate if any further action is required to mitigate any issues and modify this Declaration, if necessary, using the procedure delineated in 8. MODIFICATION AND CONVEYANCES.

5. INSPECTION, ENFORCEMENT AND ACCESS RIGHTS

Corps and/or CDPHE, and its authorized representatives shall have the right to enter and go upon Property, to inspect the Conservation Area and take actions necessary to verify compliance with this Declaration. When practicable, such entry shall be upon prior reasonable notice to Owner.

City/Owner are not responsible for third-party acts that contaminate or otherwise

change the nature of Property and/or Conservation Area. City/Owner will notify Corps upon discovery of such event as soon as possible but no later than sixty (60) days after said discovery.

6. RECORDING AND EXECUTION BY PARTIES

City agrees to record this Declaration with the Clerk and Recorder for Pueblo County, Colorado, and provide Corps with proof of recordation. Further, if anticipated activities in the Conservation Area are agreed upon for future phases of the site, as spelled out in the "9. RESERVED RIGHTS" section of this document, City must submit plans to Corps. City agrees to have the Declaration referenced on plat of survey.

7. NOTICE OF TRANSER OF PROPERTY INTERESTS

No transfer of the rights of this Declaration, or of any other property interests pertaining to the Conservation Area or the underlying property it occupies shall occur without thirty (30) calendar days prior written notice to Corps.

8. MODIFICATIONS AND CONVEYANCES

A. This Declaration runs with the land and is perpetual, unless modified or terminated pursuant to this paragraph. City/Owner may request that the Corps approve a modification or termination of the Declaration, which approval shall not be unreasonably withheld. The request shall contain information showing that the proposed modification or termination shall, if implemented, ensure protection of human health and the environment. The Corps shall review any submitted information, and may request additional information. If the Corps determines that the proposal to modify or terminate the Declaration will reasonably protect human health and the environment, it shall approve the proposal. No modification or termination of this Declaration shall be effective unless the Corps has approved such modification or termination in writing. Information to support a request for modification or termination may include one or more of the following:

   i. a proposal to perform additional remedial work;
   ii. new information regarding the Conservation Area;
   iii. information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment;
   iv. information demonstrating that an engineered feature, Conservation Area, or structure is no longer necessary;
   v. other appropriate supporting information.

B. **Conveyances**. Owner shall notify the Corps at least fifteen (15) days in advance

of any proposed grant, transfer, or conveyance of any interest in any or all of the Property.

9. RESERVED RIGHTS

A. City and any holders of easements or other property rights for the operation and maintenance of pre-existing or project-related structures or infrastructure such as roads, utilities, drainage ditches, or stormwater facilities that are present on, over or under the Conservation Area reserve the right, within the terms and conditions of their permits, their agreements, and the law, to continue with such operation and maintenance.

B. If the authorized project requires any related unanticipated infrastructure modifications, utility relocation, drainage ditches, or stormwater controls within the identified Conservation Area, or if situations require measures to remove threats to life or property within the identified Conservation Area, said activities must be approved in writing by the Corps subject to terms and conditions set forth in the written approval. Approval is subject to the Corps' sole discretion. If approved, said activities must be identified on amendments to this Declaration and must be recorded and specifically noted as "amendment" and copies of the recorded amendment(s) and exhibit(s) must be provided to the Corps within sixty (60) days of Corps approval. Approval of said activity by Corps is in addition to any Clean Water Act permit, or other authorization, which may be required in order to legally implement said activity.

10. SEVERABILITY

If any portion of this Declaration, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

11. MITIGATION

If the work required by a mitigation plan, including maintenance or remedial work, under the permit for the authorized project occurs within the Conservation Area, then City/Owner is allowed to construct the mitigation work in accordance with the authorized mitigation plan, a copy of which is incorporated by reference.

12. NOTICE

All notices pursuant to this Declaration must be written and signed by the respective party's agent and all such correspondence will be effective upon it being mailed with

return receipt requested, or hand-delivered, as follows:

City:
City of Pueblo, Mayor's Office
1 City Hall Place
Pueblo, CO 81003

Corps:
Southern Colorado Branch
201 West Eighth Street, Suite 350
Pueblo, CO 81003-3040

City of Pueblo, a Colorado Municipal Corporation

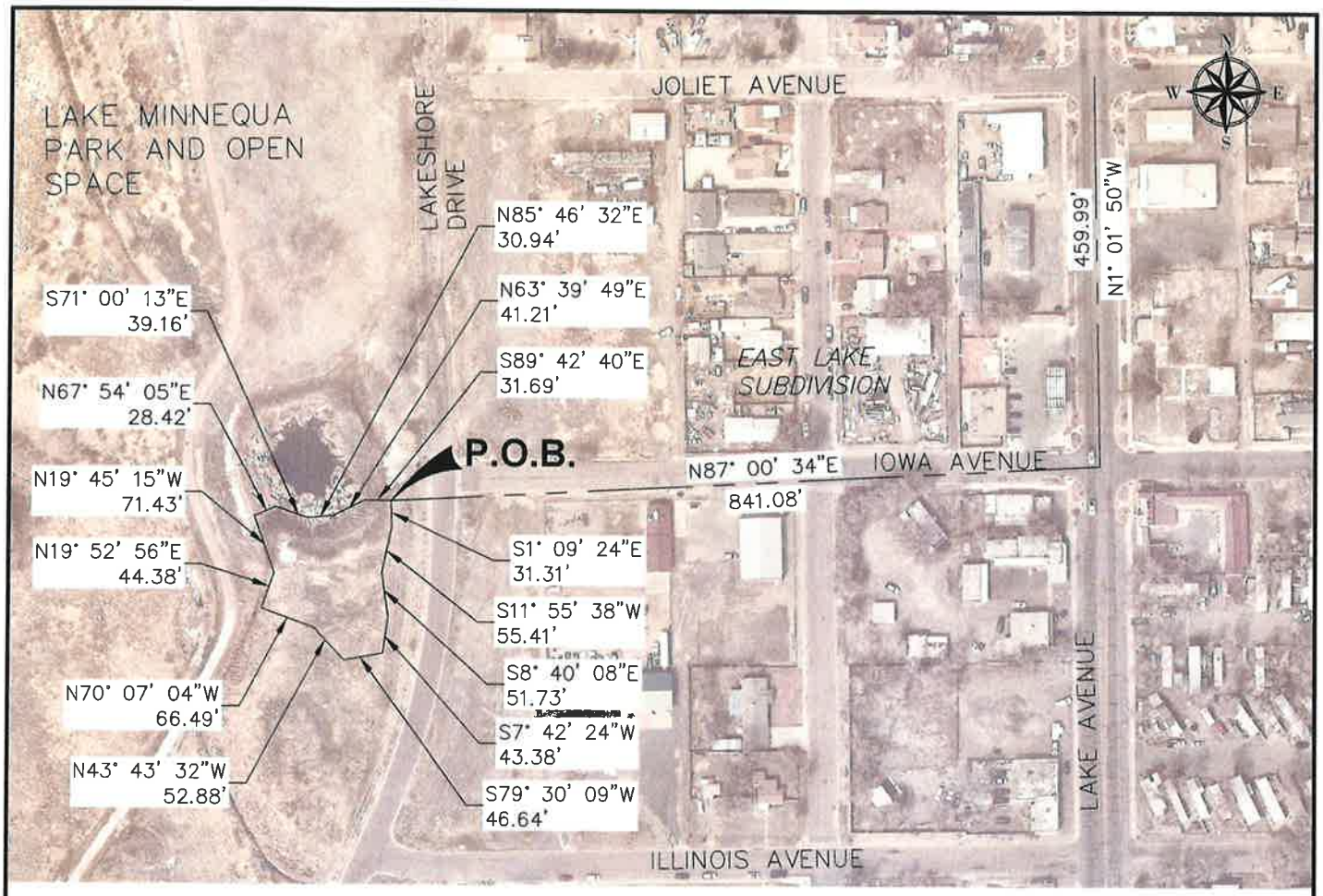
By_____
Heather Graham, Mayor

Attest

_____
City Clerk

[seal]

EXHIBIT A



Description
A parcel of land located within the NW 1/4 of Section 14, Township 21 South, Range 65 West of the Sixth Principal Meridian, being more particularly described as follows:

Parcel A
BEGINNING at a point from which the monument found west of the intersection of Lakeshore Drive and Iowa Avenue, bears N 87° 00' 34" E a distance of 841.08 feet (bearings based on the monument found at the intersection of Lake Avenue and Iowa Avenue to the monument found at the intersection of Lake Avenue and Joliet Avenue to bear N 1° 01' 50" W, East Lake Subdivision, Book 9, Page 41–42 Pueblo County Records Office with all bearings contained herein being relative thereto); thence S1° 09' 24"E a distance of 31.31 feet, thence S 11° 55' 38" W a distance of 55.41 feet; thence S 8° 40' 08" E a distance of 51.73 feet; thence S 7° 42' 24" W a distance of 43.38 feet; thence S 79° 30' 09" W a distance of 46.64 feet; thence N 43° 43' 32" W a distance of 52.88 feet, thence N 70° 07' 04"W a distance of 66.49 feet, thence N 19° 52' 56"E a distance of 44.38 feet, thence N 19° 45' 15"W a distance of 71.43 feet, thence N 67° 54' 05"E a distance of 28.42 feet, thence S 71° 00' 13"E a distance of 39.16 feet, thence N 85° 46' 32"E a distance of 30.94 feet, thence N 63° 39' 49"E a distance of 41.21 feet, thence S 89° 42' 40"E a distance of 31.69 feet to the POINT OF BEGINNING.

Area = 0.50 Acres (21,854.47 S.F.) more or less.

city of PUEBLO colorado	PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 211 EAST "D" STREET PUEBLO, CO 81003 (719) 553-2295 PHONE (719) 553-2294 FAX	SCALE (H): 1" = 200' SCALE (V): DRAWN BY: B.Q. DESIGNED BY: CHECKED BY: DATE: 2-14-24	City of Pueblo Wetland Compliance Plan	SHEET 1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO DEPARTMENT OF NATURAL RESOURCES, COLORADO PARKS AND WILDLIFE, FOR A LWCF GRANT PLAY FAIR PARK, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2441 - MINNEQUA LAKE TRAIL, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $875,000 TO PROJECT NO. CI2441 - MINNEQUA LAKE TRAIL, AND AUTHORIZING PAYMENT IN THE AMOUNT OF $875,000 FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT AS AUTHORIZED BY SECTION 603(C)(1) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

SUMMARY:

This Ordinance approves and accepts a grant agreement from the State of Colorado Department of Natural Resources, Colorado Parks and Wildlife, for a Land, Water, Conservation Fund (LWCF) Grant to construct an accessible paved trail around Lake Minnequa connecting to a fishing dock and playground at Veteran's Park at Lake Minnequa.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

In 2009, the City purchased Lake Minnequa from the steel mill and began developing the regional stormwater detention facility into a Community Park that would benefit the entire community. Initially, the trail was developed with gravel, but with time has become difficult to maintain as an ADA accessible path. The award of the funds will allow the City to renovate and upgrade the existing trails with new concrete trails. This

new surface will provide accessible routes to the fishing dock, playground area, restroom and concession, basketball / pickleball courts, sports fields, exercise equipment, and parking lots.

FINANCIAL IMPLICATIONS:

The total $1,750,000 in funds are from grants for this project. No City general fund monies will be used for this project.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not accepting these funds would likely result in inaccessible access to the many facilities within Veteran's Park at Lake Minnequa.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. LWCF Grant Award Letter and Agreement_5.13.24
2. Exhibit A - Scope
3. Exhibit B - Budget
4. Exhibit C - Federal Provisions
5. Exhibit D - PII Certs
6. Exhibit E - Option Letter
7. EXHIBIT F - LWCF PROVISIONS (UPDATED 5.23)

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO DEPARTMENT OF NATURAL RESOURCES, COLORADO PARKS AND WILDLIFE, FOR A LWCF GRANT PLAY FAIR PARK, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2441 - MINNEQUA LAKE TRAIL, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $875,000 TO PROJECT NO. CI2441 - MINNEQUA LAKE TRAIL, AND AUTHORIZING PAYMENT IN THE AMOUNT OF $875,000 FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT AS AUTHORIZED BY SECTION 603(C)(1) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

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

SECTION 1.

The Grant Award Letter (Intergovernmental Grant Agreement), CMS Number 190744, Encumbrance Number CTGG1 PMAA 2024*3897, ("Agreement") award the City of Pueblo, a Municipal Corporation, from the State of Colorado Department of Natural Resources, Colorado Parks and Wildlife, for the LWCF project titled Play Fair Park, 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 in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

Project Number CI2441 - Minnequa Lake Trail is hereby established.

SECTION 4.

The grant award from the State of Colorado Department of Natural Resources, Colorado Parks and Wildlife, totaling $875,000.00 is hereby approved and accepted in accordance with the Agreement.

SECTION 5.

All funds accepted pursuant to this Ordinance shall be budgeted and appropriated into Project Number CI2441 - Minnequa Lake Trail. Said funds shall only be expended and used for this project.

SECTION 6.

The transfer of funds in the amount of $875,000 is hereby authorized from Project CI2113 – American Rescue Plan Act for the development of Play Fair Park.

SECTION 7.

Pursuant to the Agreement, the State of Colorado Department of Natural Resources, Colorado Parks and Wildlife, may unilaterally amend the terms or the amount of grant funds pursuant to an Option Letter or Grant Funding Change Letter. In the event the State increases the grant award via such a letter, the additional funds may be accepted pursuant to this Ordinance and budgeted and appropriated into Project Number CI2441 Minnequa Lake Trail, where said funds shall only be expended and used for this project.

SECTION 8.

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 9.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on April 22, 2024.

Final adoption of Ordinance by City Council on May 13, 2024.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

GRANT AWARD LETTER

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Natural Resources Colorado Parks and Wildlife 6060 Broadway Denver, CO 80216	**Agreement Number** CMS Number: 190744 Encumbrance Number: CTGG1 PMAA 2024*3897 **Grant Amount** **Total for all State Fiscal Years: $875,000.00**
Grantee City of Pueblo 1 City Hall PL Pueblo, CO 81003 **Grantee UEI** NJK3BNUDRHJ7	
Grant Issuance Date The Effective Date	
Grant Expiration Date March 31, 2027	**Local Match Amount** **Total for all State Fiscal Years: $875,000.00**
Grant Authority The Contract is exempt from the procurement code under 24-101-105(1)(II.5) and Procurement Rule R-101-105-01. Authority to enter into this Contract exists in C.R.S. 33-10-107(1)(e). Assistance Listing Number # 15.9160	

Grant Purpose
The purpose of the Agreement is to construct Play Fair Park in Pueblo.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Grant:

1. Exhibit A, Statement of Work.
2. Exhibit B, Budget.
3. Exhibit C, Federal Provisions.
4. Exhibit D, PII Certification
5. Exhibit E, Sample Option Letter
6. Exhibit F, LWCF Project Agreement Federal Provisions

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

1. Exhibit C, Federal Provisions.
2. The provisions of the other sections of the main body of this Grant.
3. Exhibit A, Statement of Work.
4. Exhibit D, PII Certification
5. Exhibit E, Sample Option Letter
6. Exhibit B, Budget.
7. Exhibit F, LWCF Project Agreement Federal Provisions

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate

STATE OF COLORADO	STATE CONTROLLER
Jared S. Polis, Governor Colorado Department of Natural Resources Dan Gibbs, Executive Director Colorado Parks and Wildlife	**Robert Jaros, CPA, MBA, JD**
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Signatory's Title	_____ Signatory's Title
Date: _____	Effective Date: _____

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1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit Insert Exhibit Number.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund

this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Budget**" means the budget for the Work described in Exhibit B.

B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

C. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.

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

E. "**Grant Award Letter**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

F. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

G. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.

H. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter.

I. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

J. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

K. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

L. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. Insert Federal Awarding Agency's Full Legal Name and Acronym is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.

M. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

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

O. "**Initial Term**" means the time period between the Grant Issuance Date and the Grant Expiration Date.

P. "**Matching Funds**" means the funds provided Grantee as a match required to receive the Grant Funds.

Q. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

R. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

S. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

T. "**Recipient**" means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.

U. "**Services**" means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

V. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the

time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

W. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

X. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

Y. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

Z. "**Sub-Award**" means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

AA. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

BB. "**Subrecipient**" means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.

CC. "**Tax Information**" means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.

DD. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the "Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

EE. "**Work**" means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

FF. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the "Local Match Amount"). Grantee's obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount

for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

F. Grant Funding Change- State's Option

The State, at its discretion, shall have the option to increase or decrease the funding provided under the same terms specified herein. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Grant Award Letter

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless

the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit D on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit D shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such

Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. INSURANCE

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

11. REMEDIES

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

12. DISPUTE RESOLUTION

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

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13**.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of

and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq*. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

16. GENERAL PROVISIONS

A. Assignment

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

B. Captions and References

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

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

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

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

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

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

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

J. Waiver

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

K. Accessibility

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

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

L. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit C at all times during the term of this Grant.

EXHIBIT A

LWCF GRANT APPLICATION		
Applicant or Organization Name: City of Pueblo		
Complete Mailing Address: 1 City Hall Place		
Applicant Lead Contact Name: Luann Martinez		Title: Grant and Development Administrator
Telephone: 719-5568-7726	Email: lmartinez@pueblo.us	Is this the primary contact for this grant: ☑ YES ☐ NO
DUNS #:		
PROJECT MANAGER (this person will have day-to-day responsibility for the project)		
Name: Steven Meier		
Telephone: 719-553-2783	Email: smeier@pueblo.us	
PRIMARY PARTNER INFORMATION (IF APPLICABLE)		
Name: n/a		
Mailing Address:		
Partner Contact Name:		Title:
Telephone:	Email:	Is this the primary contact for this grant: ☐ YES ☐ NO
TYPE OF PROJECT		
☑ **Outdoor Development Only** ☐ **Combination Project** **Complete both tables	☐ **Acquisition Only**	
Table 1 – Outdoor Development		
Project Title Play Fair Park		
Grant Request: $ 875000	Match: $ 875000	
Total Project Cost: $ 1750000		
☐ Creates a new park	☐ Expands an existing park	☑ Neither
Has this park/resource previously received LWCF funding?	☐ YES	☑ NO

Project Description: Provide a brief statement explaining project specific work, and a second statement explaining the overall project (if larger than the proposed work). 250-word max.

Play Fair Park will be Southern Colorado's first accessible and inclusive playground, offering many opportunities for people - with or without disabilities - to develop cognitive, physical, social and sensory skills.

This project focuses on constructing a concrete trail system in the park to offer a range of outdoor experiences to people with varying abilities. It will convert the current gravel trail around the lake concrete, including paved lakeside fishing docks made for wheelchair access. New paved trails will also be created from ADA parking to the play areas, shelter and bathrooms, sports fields and courts, from the edge of the play area to the play equipment and between the play equipment.

Trails in this proposal will create healthy recreation and transportation opportunities by providing people of all ages and abilities with attractive, safe, accessible, and low- or no-cost places to cycle, walk, hike, jog, or skate. They will also enable parents, caregivers and older siblings with disabilities into the play areas to supervise children or take part in the fun.

Table 2 – Acquisition	
Project Title n/a	
Grant Request: $	Match: $
Total Project Cost: $	Acres to be purchased: 0
☐ Creates a new park ☐ Expands an existing park ☑ Neither	
Acquisition Description: Provide a description of the property (including current ownership) and an explanation of the need for its acquisition. This project augments an existing park near Lake Minnequa in Pueblo, CO, with concrete trails that connect the parking lot to playground areas, sports fields, open space, fishing docks and around the lake. The City of Pueblo owns the land and has Right of Way; no additional land will be acquired.	
PROJECT LOCATION	
Town or City: Pueblo	
County: Pueblo	
Address (including zip code): 3005 Lakeshore Drive Pueblo, CO 81004	
LANDOWNERSHIP (all projects) City of Pueblo	
1. Provide the name(s) of the property owners: City of Pueblo	
2. The project property is controlled by: ☐ Fee Simple ☐ Lease ☐ Easement ☑ Other	

EXHIBIT A

2023 LWCF
"Play Fair Park" Trails
EXHIBIT A CERTIFICATIONS

Match & Reimbursement: LWCF is a 50-50 matching grant program. I certify that match is available and am aware that the grant, if approved, will be paid on a reimbursable basis upon submittal of acceptable backup documentation and narrative progress reports to the State of Colorado.

6(f) Dedication: Properties receiving LWCF assistance must be maintained, **in perpetuity,** for public outdoor recreation. I certify that I shall record on the real property title that it has been dedicated to public outdoor recreation in perpetuity per section 6(f) of the Land and Water Conservation Fund Act, prior to final reimbursement under this program.

Inspections and Conversions: LWCF-assisted properties shall be inspected at least once every five years after project completion, and may be conducted in conjunction with Colorado Parks and Wildlife and/or National Park Service (NPS) staff. If non-public recreation use is discovered, or is proposed on the property, our entity will work with State and/or NPS LWCF staff to determine and resolve any potential conversion issues.

Cooperation: I will adhere to all applicable local, state and federal laws and regulations, as well as guidelines governing the LWCF program.

I have read and understood the criteria above. On behalf of the applicant entity, I certify to the best of my knowledge that the information in this application is true and correct. Authorized Representative: (Type or Print)

Name:	Nicholas A. Gradisar
Title:	Mayor
Address:	1 City Hall Place
City, State & Zip:	Pueblo, CO 81003
Entity Name:	City of Pueblo
Signature of Authorized Representative:	Nicholas Gradisar
Date:	Nov 22, 2022

EXHIBIT A

Land and Water Conservation Fund Grant Program
City of Pueblo "Play Fair Park"
Project Narrative Contents

Describe and quantify the types of resources and features of or on the property (e.g., 50acres of forested area, 2,000 feet of waterfront, scenic views, unique features, recreation amenities, historic/cultural resources)

Lake Minnequa was established in 1873 to supply water to the residents of the new town of South Pueblo. Following the establishment of the CF&I Company, the lake provided the water for making steel, holding water diverted from the St. Charles River. The original intent of the company may not have been to open the reservoir for recreational purposes, but immediately after the lake was completed, but it became a gathering place for the public. At the turn of the 20th century, trees and flowers were planted around the reservoir and sports such as boating, fishing and swimming became popular pastimes. An early trolley system connected the park with other parts of Pueblo. In 1902 an amusement park opened near the lake, providing a variety of activities for area residents. It operated until 1940. For over 75 years, between 1874 and the early 1950's, Lake Minnequa was described as "the poor man's country club".

In 1976, CF&I closed the lake to recreational uses in favor of industrial purposes. For almost two decades, the lake was used exclusively for quenching and cooling operations. Relics from the old amusement park rusted and deteriorated, and the land became a blemish on the landscape, a forgotten illegal dumping area that collected storm water from Pueblo's South Side as it drained into the Arkansas River. The steel mill changed its ownership and radically changed operations and no longer used the lake. A thorough Brownsfield assessment cleared the way for reuse. The City of Pueblo began a community master planning process for the area which was published widely to attract investors.

In 2004, Lakewood Sen. Norma Anderson, then chairing the Great Outdoors Colorado board, and GOCo board member Len Gregory of Pueblo traveled to the lake by bus to see the area's potential first-hand. Sen. Anderson told Pueblo's City Council that Lake Minnequa was exactly the kind of project for which GOCO Colorado funds are intended. With a promise of funding from GOCo, the City purchased the lake and surrounding area on December 22, 2009 and embarked on a series of improvements that became the largest recreational expansion in Pueblo's history.

Initial developed focused on stormwater management, integrating regional water quality and detention components. With a $7million capital investment, Lake Minnequa serves as a water detention facility for the entire south portion of the City of Pueblo. Water is diverted to the lake by a network of natural drainageways and underground pipes connecting storm drains to the pond. By capturing and retaining stormwater runoff, the rate of the runoff from storm water is slowed, protecting surrounding neighborhoods from flooding. An existing mechanical outlet controls the out-flow of water as needed to maintain the desired water level. The process allows for pollutants to be removed naturally as they settle to the bottom of the lake before reaching the Arkansas River. Water is processed downstream for reuse.

Subsequent phases of the area's development expanded the recreational facilities and activities at the lake that includes: 16 acres of athletic turf fields, four outdoor regulation basketball courts, playgrounds, shelters, accessible picnic areas, lighting, 2.5 miles bike/walking trail around the lake, restrooms, and great parking.

The city and the Pueblo Board of Water Works added water to the lake, while Colorado Parks and Wildlife has stocked it with fish: thousands of half-inch redear sunfish, two-inch bluegill and eight-inch catfish, and now 300 catchable rainbow trout about ten inches in length have all been added. Lake Minnequa is surrounded by natural vegetation to improve bank stability and aesthetic appeal. Varieties of waterfowl occupy the lake. Its banks are home to toads and frogs, garter snakes, turtles, and moles. Lizards, roadrunners, and foxes run across the natural ground at all times of day. Mule deer can be seen at dusk and dawn. Because so many critters can be spotted, all indications are that the wildlife is coming back after this park's restoration.

Now named Lake Minnequa Veteran's Memorial Park and Open Space, it is a destination park for families in Southern Colorado. It fulfills a critical role in community wellness for people with and without disabilities, creating a positive environment for physical activity and enjoyment of the outdoors, and is the most significant open space area within the City's corporate boundary and the development of regional park facilities needed to serve the Pueblo Community. The park feels surprisingly not urban, even though it's located in the city and squarely in the middle of census tracts qualifying as Areas of Persistent Poverty.

The park's development has brought about new interest in the redevelopment of properties south of the lake along Pueblo Boulevard (SH 45) and along Lake Avenue (east of the lake). The City's Urban Renewal Authority established a new Urban Renewal District from St. Mary-Corwin Hospital to the Lake Avenue/Pueblo Boulevard intersection.

Describe the current uses (if any) or disposition of the property to be acquired or developed, if uses will need to be discontinued, or the site rehabilitated. Please explain any existing non-outdoor recreation or other non-public uses that are intended to continue on the property on an interim or permanent basis.

Trails are often seen only for their benefit on the recreational or environmental aspects, rather than the total package of benefits a trail system can provide, including public health, economic and transportation and even community pride and identity. In addition to providing a safe place for people to enjoy recreational activities, trails also function as viable transportation corridors. The Pueblo Trail System offers more than 30 miles of scenic trails for running, walking and biking. The Lake Minnequa Trail offers an opportunity to enjoy the outdoors with a trail that rings a lake and offers views of ponds and wetlands. This rich habitat provides a haven for birds and other wildlife.

Pueblo was recently awarded MMOF funds to add a 12' wide concrete multi-use trail within an existing drainage ditch from Lake Minnequa to Pueblo Blvd with on-street bike lanes from the trail to Prairie Avenue, trail lighting, crosswalks, bollards and trailhead improvements is being constructed now. The project creates an on-street and off-street connection from Prairie Avenue and Pueblo Blvd (SH45) to Lake Minnequa, Pueblo's largest park. The Prairie Avenue corridor, located just west of the project, is a north/south arterial roadway through the southern portion of the City of Pueblo connecting commercial, residential, schools and the Colorado State Fair grounds.

Describe constraints of the property (e.g., existing development; hazardous materials/contamination history; restrictions such as institutional controls, easements, rights-of-way, above ground/underground utilities; etc.)

When the CF&I steel mill stopped using the lake for industrial purposes, its revival as a public recreation and park began. The Pueblo CAREs project, the City of Pueblo, Rocky Mountain Steel (formerly CF&I), Great Outdoors Colorado (GOCO) and the Region 8 EJ partnered to finance and conduct a thorough Brownfields environmental assessment. The study satisfied due diligence requirements, conducting all appropriate inquiry to identify conditions indicative of releases or threatened releases of hazardous substances, pollutants, contaminants, petroleum and petroleum products and controlled substances in the park and near its lake. Although a slag pile was identified at the site, it was determined not to be hazardous. No evidence of recognized environmental or historical recognized environmental conditions was found.

When it cleared for reuse in 2009, the City of Pueblo purchased Lake Minnequa and surrounding property from the steel mill; the City owns all land in this project and has unequivocal rights-of-way. There are no issues of easements, utilities, nor politics.

This project is shovel ready.

EXHIBIT A

Describe the planned physical improvements and/or facilities, and the reason(s)development is needed. Explain if the work involves new development, rehabilitations or replacement of existing recreation facilities.

Trails and greenways have the potential to deliver powerful benefits to communities—providing people of every age, ability and socioeconomic background safe and inexpensive spaces for outdoor physical activity, commuting and recreation. Trails can serve as economic catalysts—opening up opportunities for outdoor tourism and small business development, and they can also provide critical "social infrastructure"—public spaces where people can meet, interact and build relationships. Key to maximizing the impact of trails is ensuring every stakeholder in a community is a part of the development process and will benefit from their use.

For many kids and families throughout the county, spring, summer and fall days are spent in public parks, using playground equipment, fishing in park lakes, flying kites, picnicking, and watching and playing sports. But too many of our youth and families miss out on these opportunities because the barriers to access are too numerous and too ingrained within their communities to overcome. Pueblo's leadership is making concerted effort to eliminate barriers so that as many children as possible can learn from and experience the outdoors and have that experience evolve into their adult life.

Access to outdoor recreation opportunities has been advanced over the past thirty years by the passage of the Americans with Disabilities Act of 1990. Such legislation in conjunction with new technology and education about the need for such access has increased the opportunities for people with disabilities to participate in outdoor recreation activities. Despite improved access and a perception that people with disabilities represent an emerging market for outdoor recreation programs, relatively few inclusive outdoor recreation programs exist due in part to apparent ignorance of the need for such programs. Only 13 accessible/inclusive parks currently exist in Colorado – all on the Front Range but none south of Colorado Springs.

On the surface, trails are egalitarian and inclusive. In practice, these facilities, and the benefits they bring, are not always equitably distributed. Low-income neighborhoods, Communities of Color, people with physical or intellectual disabilities, older adults and people with limited English proficiency are among those that have been traditionally underserved, mis-served or left out of decision-making and planning processes including the development of parks, trails and safe active transportation facilities. A cornerstone of the Mayor's vision for Pueblo is to reduce inequities across the city.

Parks and other outdoor recreation spaces, which ought to have been places where Americans from different walks of life could come together, have historically excluded people with mobility challenges. The Mayor, with the support of the City Council, recognizes these disparities and is making a genuine effort to address them. Pueblo is: making investments in its public transportation model to convert all bus stops to ADA accessible; ensuring that new electric vehicle charging depots include spaces that are ADA accessible; incentivizing/rewarding developers who include ADA housing units into new developments; installing accessible play equipment in public parks; and more.

There are 22,560 persons, or 20.9% of the City's population, who identify as having one or more disabilities. This means that on average, for every five disabled persons, there are nine reported disabilities. Among these, 12,431 reported an ambulatory disability. Over 35% of individuals with disabilities live below the poverty line.

Disability is often mistakenly understood as a child's inability to experience the play environment because of limitations caused by their disability. Rather, disability is the limitation of opportunities to participate in play on an equal level with others. Including people with disabilities in everyday recreational activities and providing them the same opportunities to participate is a priority.

EXHIBIT A

The absence of ADA pathways is preventing prevent children with disabilities from accessing all play elements in this destination park. Physical barriers are also prohibiting adult caregivers with disabilities from engaging with their children and/or responding when a child needs assistance. Funding will construct:

- Paved pathways from the ADA parking to the play areas, basketball court, and sports fields.
- Paved pathways from the edge of the play area to the play equipment and between the play equipment.
- A paved lake-side fishing dock, made especially for wheelchair access.

As an accessible playground, Play Fair Park will meet ADA regulations and ensure that children have access to and can use playground equipment, use the sports fields, and access the shelter and bathrooms. It will also invite parents, caregivers and older siblings with disabilities into the play area to supervise children or take part in the fun. It will create opportunities for social interaction and collaboration, invite new contexts for learning, advance a better understanding of the world, offer chances to take appropriate risks, and anchors park users to the outdoors. As a unique park created especially for people with physical disabilities,

The trails will not be for exclusive use of people with mobility issues – they will also benefit current and new users of the open space park. The current state of the park's trails creates some visitor safety concerns. When the improvements are made, bicyclists and micromobility users will appreciate the smooth ride; seniors with some instability will reduce their fall risk; walkers and runners will have challenges with wet and muddy trails reduced. Except for electric low-speed personal use wheelchairs and scooters, motorized vehicles are not currently, and will not be, allowed in the park.

Concrete will be used to create the trails; no asphalt will be used. In addition to the benefit of lowering the temperature of the surface, concrete is more durable than asphalt pavement, offering up to 50 years of use, whereas asphalt offers about 30 years of service. It is notable that concrete will allow the city to easily stencil on games, shapes, and pictures, adding to its versatility.

The proposed trails are designed by an architect engineer, selected based on qualifications and experience using the city's procurement policies and regulations. The city will contract all or most of the project. The city has an in-house construction management staff dedicated to overseeing all construction projects. They are quality assurance experts and inspect all projects daily during construction to ensure contract and project specifications are met. Surfacing will comply with ASTM 1951 (Determination of Accessibility of Surface Systems Under and Around Playground Equipment).

Within the play area, the clear width of the ground level accessible routes shall be 60 inches minimum. The vertical clearance shall be 80 inches high minimum. The running slope not steeper than 1:16 or 6.25%. The cross slope shall not be steeper than 1:48 or 2.08%. Openings in ground surfaces shall not allow passage of a sphere more than ½ inch diameter. Changes in level between ¼ inch high minimum and ½ inch high maximum shall be beveled with a slope not steeper than 1:2

Because concrete has almost no shock absorbency, and does it meet ASTM standards for fall height, concrete will not be used directly under play structures. No steel nor iron materials are needed. Installed correctly with proper site preparation, there should be no issues with drainage. The concrete will require occasional degreasing.

EXHIBIT A

Land and Water Conservation Fund Grant Program
City of Pueblo "Play Fair Park"
Project Criteria

What is the extent of deficiency (based on quantity or quality) of close-to-home outdoor recreation areas/resources within walking distance of the park or outdoor recreation facility, and the degree to which the project will serve the most economically disadvantaged populations.

Pueblo is majority-minority community composed of a broad diversity of residents with many linguistic, racial, ethnic, and cultural backgrounds. The U.S. Census Bureau 2020 reported the local Hispanic/Latinx residency to be 52.2%, the highest in all census places in CO with a population over 100,000. It is largely this same population that makes up much of the rate of Puebloans living in poverty - an alarming 24.4%, despite expanded federal aid in response to the COVID-19-induced recession. It is notable that, consistent with OMB's Interim Guidance for the Justice Initiative, Pueblo meets the definition of a Historically Disadvantaged Community. Of the 54 census tracts in Pueblo County, 28 are Areas of Persistent Poverty.

Including people with disabilities in everyday recreational activities and providing them the same opportunities to participate in every aspect of life to the best of their abilities and desires is true inclusion. Exclusion or lack of diversity in play and recreation spaces likely comes about through inexperience and unfamiliarity with the knowledge or insight necessary to create a truly effective and meaningful environment.

Funding will augment Lake Minnequa Veteran's Memorial Park and Open Space, a destination park in Pueblo, Colorado, with "Play Fair Park," a fully accessible playground — one that allows children to experience each piece of equipment differently and allows all children to play together. The park is located squarely in the middle of census tracts qualifying as Areas of Persistent Poverty. It already has structures that meet minimum ADA requirements, but we are compelled to do more.

Access to outdoor recreation opportunities has been advanced over the past thirty years by the passage of the Americans with Disabilities Act of 1990. Such legislation in conjunction with new technology and education about the need for such access has increased the opportunities for people with disabilities to participate in outdoor recreation activities. Despite improved access and a perception that people with disabilities represent an emerging market for outdoor recreation programs, relatively few inclusive outdoor recreation programs exist due in part to apparent ignorance of the need for such programs. Only 13 accessible/inclusive parks currently exist in Colorado – all on the Front Range but none south of Colorado Springs.

The Mayor's office receives feedback from special interest groups, families during the open forum of City Council meetings, and via his open door policy for community members. One mother commented that the lack of appropriate equipment in Pueblo leaves families feeling isolated and excluded. At the playground, her 12-year-old daughter, a wheelchair user, can only sit and watch her siblings play because the equipment isn't accessible to her.

Project Alignment with SCORP and Other Applicable Plans – 15 Points

This project significantly contributes to increasing the number of Coloradoans and visitors that can benefit from outdoor recreation and conservation. The primary goal of the project is to improve access, representation, meaningful participation, and quality experiences for access challenged people.

For many kids and families throughout the county, spring, summer and fall days are spent in public parks, using playground equipment, fishing in park lakes, flying kites, picnicking, and watching and playing sports.

But too many of our youth and families miss out on these opportunities because the barriers to accessing these opportunities are too numerous and too ingrained within their communities to overcome. Pueblo's leadership is making concerted effort to eliminate barriers so that as many children as possible can learn from and experience the outdoors and have that experience evolve into their adult life.

Play Fair Park will utilize research-based tools to help shape, design, and program the playground to a meaningful play space that plans for the needs of the whole child, whole environment, and whole community. OEGP funds will be used to add features to an existing, centrally located park to offer a range of play experiences to children of varying abilities.

Play Fair Park will expand people's connections to green spaces where children can play, families can connect, and a love and appreciation for the outdoors can be nurtured. By getting kids outdoors, we can create communities with leaders who care about climate, air, water, environment, wildlife, and natural resources. Getting kids outdoors can also open their world to a deeper sense of calling as they encounter careers in wildlife biology, conservation, ecology as well as outdoor-recreation careers.

- For more people, the project will create pathways for formal or informal conservation of Colorado's outdoors. Children are natural explorers and discoverers. Development of outdoor recreation access is a natural predictor of development of interest in education and career opportunities in conservation, habitat restoration, and resource management work
- The project will create environmental or outdoor-based educational opportunities for more people. One doesn't have to plan for science lessons when you take young children outside. The outdoors is the perfect place for big (and messy) projects that support STEM (science, technology, engineering, and mathematics) skills, such as building, sand and water play, and investigations of the natural world. Outdoor spaces are perfect for intentional learning activities that are difficult to execute inside. There's great value in looking at books about nature in the shade of a tree, pouring (and splashing!) water at an outdoor water table, building extra-large structures in the sandbox or mud, collecting leaves, watching a parade of ants, and playing pretend on a playground structure.
- It will demonstrate career pathways in the outdoor, conservation, or environmental fields. As a unique park created especially for people with physical disabilities, Play Fair Park will expand residents' connections to green spaces where children can play, families can connect, and a love and appreciation for the outdoors can be nurtured. By getting kids outdoors, we can create communities with leaders who care about climate, air, water, environment, wildlife, and natural resources. Getting kids outdoors can also open their world to a deeper sense of calling as they encounter careers in wildlife biology, conservation, ecology as well as outdoor-recreation careers.

Other funds will increase the impact of LWCF funds:

- MMOF $1.023M (secure) award will construct a concrete trail from Lake Minnequa to Pueblo Blvd, creating an off-street connection between the park and places of living, shopping, worship, and education.
- CPW Outdoor Equity $149K (pending) to purchase new adaptive play equipment designed specifically for people with mobility challenges.
- Pueblo Transit is converting area bus stops for ADA access.

Wildlife and Natural Resources – 20 Points

CPW staff became engaged when the City applied for the Outdoor Equity Grant and complimentary Nonmotorized Trails (NMT) Grant. Fletcher Jacobs and Chrystal Read have assisted the city in redirecting its application for NMT, including advisement of project details. City staff has not yet spoken to a CPW area wildlife manager.

The park will not be closed during construction, but construction will be well marked while pathways are dug and forms laid. Staff will supervise the curing of the concrete so that it cannot be vandalized while still impressionable. New trails will be constructed in the existing park on surface that is currently grassy or gravel with minimal impact to insects that may home there. The section of new trail around the lake will replace an existing gravel trail; no new wildlife impacts will exist.

Appropriateness of Project to Meet Community Outdoor Recreation and Economic Needs – 15 Points

There are 22,560 persons, or 20.9% of the City's population, who identify as having one or more disabilities. This means that on average, for every five disabled persons, there are nine reported disabilities. Among these, 12,431 reported an ambulatory disability. Over 35% of individuals with disabilities live below the poverty line.

Disability is often mistakenly understood as a child's inability to experience the play environment because of limitations caused by their disability. Rather, disability is the limitation of opportunities to participate in play on an equal level with others. Most disabled children cannot enjoy and utilize their local playground because it isn't designed for them. Parents say their child does not feel safe using the playground equipment, and many of them said their disabled children hurt themselves when using inaccessible equipment. It's not just the equipment that's causing problems. Discrimination from other parents can also make a playground unsafe and uninviting.

A comprehensive directory at https://www.accessibleplayground.net/playground-directory/?cn-s&cn-cat=20&doing_wp_cron=1669148169.0808200836181640625000 lists playgrounds that have inclusive and accessible features.

Windsor, CO	Boardwalk Community Park
Thornton, CO	Carpenter Recreation Center
Littleton, CO	Clement Park
Lakewood, CO	Fletcher Miller School
Ft Morgan, CO	Fort Morgan Fieldhouse Playground and Splash Pad
Ft Collins, CO	Inspiration Playground
Broomfield, CO	Joseph R. Mazzola Sensory Playground *(does not include mobility accessibility)*
Lafayette, CO	Kids Park
Longmont, CO	Main Street School
Colorado Springs, CO	Memorial Park
Aurora, CO	Red Tail Hawk Park
Westminster, CO	Sensory Park *(does not include mobility accessibility)*

The nearest mobility accessible park to Pueblo is Colorado Springs, CO – more than 40 miles away. That park is (obviously) further for folks in the Lower Arkansas Valley, the Purgatoire Valley, and the San Luis Valley from which people come to Pueblo to shop and play. Play Fair Park will augment an existing, destination park in Pueblo. It will be the first of its kind in all of Southern Colorado.

Community Involvement in and Support of Proposed Project – 15 Points

The Human Relations Commission serves as an instrumentality through which the City and the County of Pueblo may officially encourage and bring about mutual understanding and respect for all persons of any race, creed, color, disability, gender, sexual orientation, or national origin throughout Pueblo County, and helps give effect to equal rights for all persons as assured by the federal and state constitutions and laws.

The Commission is comprised of 15 members: 5 are appointed by the Mayor; 5 are appointed by County Commissioners; and 5 are jointly appointed by the City and County. The City's efforts to support this Commission is just one way it demonstrates its commitment to disabled youth.

Through this ongoing and strong relationship, City leadership frequently listens, plans and acts accordingly based on the Commission's advice, especially for parks and recreation opportunities, traffic and surface roads, public transportation, and the municipal airport.

The pathway toward advancing equity began with the City's HR Department a decade ago. Ongoing diversity and racial equity trainings continue to help the City attract, recruit, develop and retain a highly skilled and diverse workforce.

Mayor Nick Gradisar actively works to ensure that all voices are well-represented in policy discussions promoting safe and affordable housing, enabling participation in community services and local government, reducing violence, supporting social justice, making residents aware of human rights commissions, and working for a more sustainable community for all residents. In June 2022 he created the city's first Office of Diversity, Equity and Inclusion with trained, dedicated staff to work with city departments, external partners and community members to dismantle institutional and structural barriers that have held back many Pueblo residents for too long.

Project Feasibility and Likelihood of Success – 15 Points

The City of Pueblo purchased Lake Minnequa and surrounding property from the steel mill in 2009; the City owns all land in this project and has unequivocal rights-of-way. There are no issues of easements, utilities, nor politics. This project is shovel-ready and the project can be completed within one year.

The city has a trail operations and maintenance program to care for its trail facilities. This program is designed to maximize the service life of installed infrastructure. Operations and maintenance activities are budgeted and appropriated annually by City Council and work activities are performed by Parks and Recreation staff, Public Works staff, and by contractors when necessary.

Capital projects for repairing trail facilities are budgeted and appropriated annually by City Council. The proposed trail improvements to be installed as part of this grant will replace existing gravel trails and complement new ADA accessible concrete trails being constructed to connect nearby neighborhoods to Lake Minnequa Park via improved trail facilities.

Lake Minnequa Park and Open Space, open year-round, is monitored by the Pueblo Parks and Recreation's Park Ranger program. The rangers patrol parks, 24 miles of trail, 47 playgrounds, Lake Minnequa Veteran's Memorial Park and sports fields, and some other public spaces within the city of Pueblo. Their mission is to educate, advise and assist users to better enjoy their experience and develop a favorable personal connection to the parks, trails and open spaces of Pueblo.

EXHIBIT A

2023 LWCF
"Play Fair Park" Trails
EXHIBIT A Preliminary Timeline

Provide a timeline estimate using the following form. Remember that the project is to be completed within 2.5 years of the award date. Any proposed changes, including extensions or modifications in the project timeline, must be requested in writing and approved in advance by the State Trails Program. If you have Adobe editing, feel free to change task titles as desired.

TASK	Jul-Dec 2023	Jan-Jun 2024	Jul-Dec 2024	Jan-Jun 2025	Jul-Dec 2025	Jan-Jun 2026	Jul-Dec 2026
City Council acceptance of grant		X					
Purchasing department develops contract documents		X					
Advertise Project		X					
Pre-Bid Meeting for project			X				
Bid Opening			X				
Project Initiation/Pre-Construction Meeting			X				
Construction Phase			X				
End Construction				X			
Punch List Items				X			
Administrative Close-Out				X			
Grand Opening				X			

Budget Form - Project Name: Play Fair Park

SOURCE OF FUNDS	Date Secured				LWCF Grant Request [A]	Total Project Match [B]	Total Funding ($) [C]
CASH							
LWCF NonMotorized Trails Grant	pending				$ 875,000.00		$ 875,000.00
Required Match	1/1/2023					$ 875,000.00	$ 875,000.00
IN-KIND							
							$ -
TOTAL SOURCES OF FUNDS					**$ 875,000.00**	**$ 875,000.00**	**$ 1,750,000.00**

[CASH] Description of Work	Qty	Unit	Unit Price	Total (B*D)	LWCF Funds	Total Project Match ($)	Total Funding ($)
Contracted Services Identify as: Youth Corps, Engineering, Contractor, etc.							
Site grading	158400	SF	$ 0.66	$ 104,544.00	$ 52,272.00	$ 52,272.00	$ 104,544.00
Concrete trail (10' wide, 7" depth REIF)	25400	SF	$ 11.51	$ 292,354.00	$ 146,177.00	$ 146,177.00	$ 292,354.00
Concrete trail (10' wide, 6" depth)	135900	SF	$ 9.53	$ 1,295,127.00	$ 647,563.50	$ 647,563.50	$ 1,295,127.00
Reseed Disturbed Areas	135900	EA	$ 0.19	$ 25,821.00	$ 12,910.50	$ 12,910.50	$ 25,821.00
Install Rest Areas	10	EA	$ 3,215.40	$ 32,154.00	$ 16,077.00	$ 16,077.00	$ 32,154.00
Category 2 - Salary/Wages							
				$ -			$ -
CATEGORY 3-Materials/Supplies Identify as: Signs, crusherfines, native seed, weed barrier, etc.							
				$ -			$ -
Additional Categories							
Contingency				$ -	$ -	$ -	$ -
				$ -			$ -
USE OF FUNDS - CASH TOTAL				**$ 1,750,000.00**	**$ 875,000.00**	**$ 875,000.00**	**$ 1,750,000.00**
				MATCH		**$ 875,000.00**	

EXHIBIT C, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

1.2 These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.5. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.6. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

2.1.7. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.8. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.8.2. Is not organized primarily for profit; and

2.1.8.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.9. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.10. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.11. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.12. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.13. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

2.1.14. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

2.1.15. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not

discriminate in favor of Executives and are available generally to all salaried employees;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.18. "Unique Entity ID" means the Unique Entity ID established by the federal government for a Grantee at https://sam.gov/content/home.

3. COMPLIANCE.

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in SAM.Gov at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

5. TOTAL COMPENSATION.

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. If Grantee is a Subrecipient, Grantee shall report as set forth below.

8.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient Unique Entity ID;

8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient parent's organization Unique Entity ID;

8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Grant, the following data elements:

8.1.2.1. Subrecipient's Unique Entity ID as registered in SAM.

8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECEPIENT CONTRACTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

12.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.2. BUILD AMERICA, BUY AMERICA

Note: This term effective as of January 13, 2023. For more information on DOI's approved waiver, see: https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers.

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit https://www.doi.gov/grants/BuyAmerica.

Additional information can also be found at the White House Made in America Office website: https://www.whitehouse.gov/omb/management/madein-america

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;

2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or

3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials. If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to https://www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).

2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.

3. Department of Interior Bureau or Office who issued the award.

4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)

5. Financial assistance title of project (reference block 8 on DOI Notice of Award).

6. Federal Award Identification Number (FAIN).

7. Federal funding amount (reference block 11.m. on DO Notice of Award).

8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).

9. Infrastructure project description(s) and location(s) (to the extent known).

10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.

11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.

13. Anticipated impact if no waiver is issued. Approved waivers will be posted at https://www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

"Construction materials" includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

"Construction Materials" does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

"Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

''Project'' means the construction, alteration, maintenance, or repair of infrastructure in the United States.

13. CERTIFICATIONS.

13.1. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT D-PII CERTIFICATION

STATE OF COLORADO
THIRD PARTY INDIVIDUAL CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

Signature: _____
Printed Name: _____
Date: _____

EXHIBIT D-PII CERTIFICATION

STATE OF COLORADO
THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.
I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT E, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	**Original Agreement Number** Insert CMS number or Other Agreement Number of the Original Contract
Current Agreement Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $0.00	**Option Agreement Number** Insert CMS number or Other Agreement Number of this Option **Agreement Performance Beginning Date** Month Day, Year **Current Agreement Expiration Date** Month Day, Year

1. **OPTIONS:**
   A. Option to extend for an Extension Term
   B. Option to change the quantity of Goods under the Agreement
   C. Option to change the quantity of Services under the Agreement
   D. Option to modify Agreement rates
   E. Option to initiate next phase of the Agreement
2. **REQUIRED PROVISIONS:**
   A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
   B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
   C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
   D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
   E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.
3. **OPTION EFFECTIVE DATE:**
   A. The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE _____ By: Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval

	Option Effective Date:_____

EXHIBIT F

LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT GENERAL PROVISIONS

Part I - Definitions

A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.

B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.

C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual.

D. The term "project" as used herein means a Land and Water Conservation Fund grant which is subject to the project agreement and/or its subsequent amendments.

E. The term "State" as used herein means the State which is a party to the project agreement, For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.

F. The term "Subgrantee" as used herein means the Organization which is a party to the project agreement, and to which funds are to be transferred pursuant to this agreement.

G. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements. The Subgrantee hereby acknowledges that these assurances survive the expiration of the Grant Agreement with the State and shall run with the land in regards to the property described in the project agreement.

Further, it is the acknowledged intent of the parties hereto that Subgrantee will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

A. The Subgrantee agrees, as recipient of this assistance, that it will meet the specific requirements contained herein in these provisions.

B. The Subgrantee agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land becomes subject to Title 36 Part 59.3C.F.R. Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee.

Prior to the completion of this project, the Subgrantee, through the State and with the State's approval, and with the permission of the Director may mutually alter the area described in the project agreement and the signed and

dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the Subgrantee agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

C. The Subgrantee agrees that the benefit to be derived by the United States from the full compliance by the Subgrantee with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The Subgrantee agrees that payment by Subgrantee State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the Subgrantee of this agreement.

The Subgrantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Subgrantee of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Section II.B above.

D. The Subgrantee agrees to comply with the policies and procedures set forth in Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.

E. The Subgrantee agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).

F. The Subgrantee agrees that a permanent record shall be kept in the State's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.

G. Nondiscrimination

1. By signing the LWCF agreement, the Subgrantee certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.

2. The Subgrantee shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Applicable Federal Circulars

The Subgrantee shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project, including the below requirements as modified by 2 CFR 200:

- OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments;

- 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior;

- A-87, Cost Principles for State, Local, and Indian Tribal Governments; and

- A-133, Audits of States, Local Governments, and Non-Profit Organizations.

B. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.

2. The Subgrantee possesses legal authority to apply for the grant, and to finance and construct the proposed facilities.

3. The Subgrantee has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.

2. Reserved.

3. The Subgrantee will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.

4. The Subgrantee will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The Subgrantee will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

5. The Subgrantee shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.

6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the Subgrantee shall bring the project to a point of recreational usefulness agreed upon by the Subgrantee and the Director or his designee.

7. The Subgrantee will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the State may require.

8. The Subgrantee will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project

agreement.

9. The Subgrantee will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement or water pollution, and Executive Order 11990 relating to the protection of wetlands.

10. The Subgrantee will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

11. The Subgrantee will assist the State and NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

12. The Subgrantee will comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625 and 12138 as follows:

    (1) Place minority and women business firms on bidder's mailing lists.

    (2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.

    (3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.

    (4) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

    The National Park Service Regional Offices will work closely with the States and Subgrantee to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

13. The Subgrantee will comply with the intergovernmental review requirements of Executive Order 12372.

D. <u>Construction Contracted for by the Subgrantee Shall Meet the Following Requirements</u>:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior), as modified by 2 C.F.R. 200

2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing this agreement, the Subgrantee certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12, as modified by 2 C.F.R. 200, for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. The State, the Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Subgrantee which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the Subgrantee and the State or that all funds provided by the National Park Service be returned.

G. Lobbying with Appropriated Funds

The Subgrantee must certify, for the award of grants exceeding $100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The Subgrantee certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

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

G. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the Subgrantee certifies,

as follows:

The Subgrantee *certifies that it will or continue to provide a drug-free workplace by:*

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The Subgrantee must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

H. Civil Rights Assurance

The Subgrantee *certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in*

the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant.

I. Debarment and Suspension

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The Subgrantee *certifies to the best of its knowledge and belief, that it and its principals:*

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the Subgrantee *is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.*

The Subgrantee further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered

Transactions

(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

General cost principles

Relationship of project period to eligible costs: To be eligible for matching assistance, costs must be incurred within the project period except for certain pre-award project planning costs, which may be approved retroactively. The project period is the span of time stipulated on the agreement during which all work to be accomplished under the terms of the agreement must be completed. The LWCF does not reimburse obligations, regardless of when they are assumed; it reimburses costs incurred during the project period.

Pre-award project planning costs (where applicable following NPS Award): It is recognized that some costs must be incurred before a proposed project can be submitted to the NPS with the required descriptive and cost data. Pre-award project planning costs may be eligible for retroactive approval as described below. These costs must be described in the project application (Budget Narrative), including when they were incurred.

For development projects, the costs of site investigation and selection, site planning, feasibility studies, preliminary design, environmental review and other federal and State compliance, preparation of cost estimates, preparation of construction drawings and specifications, and similar items necessary for project proposal preparation may be eligible for assistance, although incurred prior to project approval. Similar costs may be allowable for acquisition proposals except those relating to appraisals, surveys, and other incidental costs to the purchaser that are precluded by the LWCF Act.

All such pre-award planning costs will be allowable if incurred within three years prior to application submission to the NPS.

Retroactive costs (where applicable following NPS award): Costs incurred prior to NPS approval of a project, with the specific exceptions stated below, are not eligible for matching funds. LWCF assistance shall only be awarded to assist work not yet undertaken, rather than to help pay for work already begun or completed. This applies to entire projects.

a. Waiver of retroactivity. Retroactive costs will not be matched under ordinary circumstances. Waivers will be made only when immediate action is necessary, and the time needed to process an application would result in a loss of a significant opportunity.

(1) Acquisition. The State will notify the NPS in writing of the necessity to immediately acquire land prior to taking such action, including a description of the resources to be acquired, the public outdoor recreation uses proposed for the site, and justification for the proposed action. At the time the formal acquisition project is submitted, the State shall include all the necessary documentation required for new acquisitions.

(2) Development. The State will notify the NPS in writing of the necessity to immediately begin development of an area prior to taking such action, including a description of the planned development, the public outdoor recreation uses proposed for the site, and a justification for the proposed action. Waivers for development projects will not be approved unless accompanied by an A&R Form and the proposal qualifies for a categorical exclusion under NEPA.

If NPS grants a waiver, the retroactive costs will be eligible for assistance if the agreement is later approved. Approval is only an acknowledgement of the need for immediate action; it does not imply nor assure NPS approval of the project. The retroactive costs are incurred at the applicant's risk.

All projects for which a waiver has been granted must be submitted to NPS within one fiscal year following the fiscal year in which the waiver was granted.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE ACCEPTING A GRANT FROM THE ROBERT HOAG RAWLINGS FOUNDATION IN THE AMOUNT OF $182,000 TO SUPPORT THE CONSTRUCTION OF THE CITY PARK TENNIS COMPLEX CLUBHOUSE AND RESTROOMS, APPROVING THE GRANT AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2439, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $182,000 TO PROJECT NO. CI2439

SUMMARY:

This Ordinance approves and accepts a Robert Hoag Rawlings Foundation Grant in the amount of $182,000 to support the construction of a new City Park Tennis Clubhouse building with publicly accessible restrooms and established Project No. CI2439.

PREVIOUS COUNCIL ACTION:

On February 26, 2024, City Council approved Resolution 15521 authorizing ARPA funds in the amount of $500,000 for the purpose of making certain improvements to the City Park Tennis Clubhouse and Restrooms.

BACKGROUND:

The City Park Tennis Complex, includes seventeen (17) lighted, hard-surface courts and hosts numerous tournaments each year, including Pueblo School District #60 High School Boys and Girls Tennis matches which lead up to the Colorado High School Activities Association (CHSAA) 4A State High School Boys and Girls Tennis Regional and State Championships. Other stakeholders include the Colorado State University – Pueblo Women's Tennis program, United States Tennis Association (USTA) sanctioned leagues and tournaments, Pueblo Parks and Recreation Department's popular summer Learn-to-Play Tennis program, and countless recreational tennis players regularly playing at this facility year around.

The original building (clubhouse) was constructed in stone in the late 1930s by Work Progress Administration (WPA) workers who used the same sandstone rock as other projects throughout the park. The building was originally constructed as a multipurpose building or bathhouse with concession stand for the original City Park wading pool.

The wood frame-built addition with stucco exterior was added many years later primarily used as office space and additional storage for the original building. The existing restrooms are approximately 1,700 square feet, are not ADA accessible, and cannot adequately facilitate tournament players, staff, and spectators. A structural analysis revealed foundation problems so severe that the existing building would require extensive, expensive modifications for code and structural safety.

FINANCIAL IMPLICATIONS:

Current funding secured to replace the City Park Tennis Clubhouse and Restroom consists of General Fund Capital Improvement Funds of $701,690, Conservation Trust (Lottery) Funds of $350,000, ARPA funds in the amount of $500,000. This Rawlings Foundation Grant of $182,000 brings the project funding budget to $1,733,690, which is approximately $70,000 shy of the estimated cost of replacing this building at approximately $1,800,000.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Should the Council choose not to approve this grant agreement, other funding sources must be found to cover the costs of funding this much needed project.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CityofPueblo.AwardLetter.4
2. RHRGrantAgreement.Spring2024

ORDINANCE NO.

AN ORDINANCE ACCEPTING A GRANT FROM THE ROBERT HOAG RAWLINGS FOUNDATION IN THE AMOUNT OF $182,000 TO SUPPORT THE CONSTRUCTION OF THE CITY PARK TENNIS COMPLEX CLUBHOUSE AND RESTROOMS, APPROVING THE GRANT AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2439, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $182,000 TO PROJECT NO. CI2439

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

SECTION 1.

The Grant Agreement between the City of Pueblo, a Municipal Corporation, and the Robert Hoag Rawlings Foundation to support construction of a new City Park Tennis Clubhouse building with publicly accessible restrooms, is hereby approved.

SECTION 2.

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

SECTION 3.

Project No. CI2439 is hereby established.

SECTION 4.

Funds in the amount of $182,000.00 shall be accepted pursuant to the Agreement and budgeted and appropriated to Project No. CI2439.

SECTION 5.

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

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on April 22, 2024.

Final adoption of Ordinance by City Council on May 13, 2024.

_____

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

Robert Hoag Rawlings
FOUNDATION

April 24, 2024

BOARD OF DIRECTORS

Jane Rawlings
President

Robert H. Rawlings, Jr.
Vice President

Carolyn Temple
Secretary

Andrew Trainor
Treasurer

David L. Cardinal

Paulette Stuart

Rick Klein

Jim Hadley

The Honorable
Michael Gonzales

Bruno DeRose

Andrea Aragon
Executive Director

Founding Board Members
Robert H. Rawlings, Sr.
Mary "Sandy" Rawlings
David B. Shaw
David L. Cardinal
Bernard O. Schmidt
Bob Wertz

Dear Steven Meier :

Congratulations! The Board of Directors of the Robert Hoag Rawlings Foundation are pleased to inform you that a grant has been approved to your organization in the amount of $182,000 to support construction of a 3,500 sq ft building with publicly accessible lavatories at City Park tennis complex.

This letter and accompanying grant agreement outline the terms and conditions of accepting this grant. Be sure to read all the terms and conditions carefully. Please sign and return this agreement no later than 30 days from the date of this letter. After we receive your signed agreement, we will mail you the award in full.

The funds must be used for the designated purpose(s) as outlined in your grant proposal submitted for our Spring 2024 grant cycle. You must submit a written request to us in advance if you wish to change the purpose of this grant or if the funds are not expended within the next 12 months. Failure to follow this process could result in your grant being rescinded. Upon signing this agreement, your organization states that you agree to notify us if there is any change in your public charity status or any major changes in your organization or the program/project we are funding. Please note that generally, repeat annual requests will not be accepted. **In addition, we will require both a narrative and financial final report detailing your grant expenditures. This will be due to us upon completion of the program/project or no later than 12 months following receipt of the grant. You can find the final report questions and how to submit on our website at https://rawlingsfoundation.com/grants/grant-reports/.** This agreement also gives the Robert Hoag Rawlings Foundation permission to use photographs, data, information, or materials you supply in press releases and/or publications.

Should you have any questions or concerns, please do not hesitate to contact me. The best way to reach me is via email at andreaa@rhrfoundation.org.

Again, congratulations! We are proud to provide this grant to your organization and wish you the very best in your endeavors.

Sincerely,

Andrea Aragon
Executive Director

301 N. Main Street, Suite 204 | Pueblo, CO 81003
719-544-2566 | rawlingsfoundation.org

ROBERT HOAG RAWLINGS FOUNDATION
GENERAL GRANT TERMS, CONDITIONS AND UNDERSTANDINGS

The Robert Hoag Rawlings Foundation (The Foundation) is awarding this grant to you as the Grantee contingent upon the information in the grant award letter dated April 24, 2024 and the following conditions:

Tax-Exempt Status

- You are a nonprofit organization currently recognized by the Internal Revenue Service as a public charity described in sections 501 (c) (3) of the Internal Revenue Service code of 1986 as amended ("The Code").
- Your tax-exempt status has not changed since the issuance of the IRS determination letter which you provided to The Foundation.
- There is no issue presently pending before any office of the Internal Revenue Service that could result in any proposed changes to your tax-exempt status under sections 501(c) (3).

Expenditure of Funds

- This grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the grant award letter and may not be expended for any other purpose without The Foundation's prior written approval.
- If the grant is intended to support a specific project or to provide general support for a specific period, any portion of the grant unexpended at the completion of the project or the end of the period shall be returned immediately to The Foundation.
- You may not expend any grant funds for any political or lobbying activity.
- You may not assign, or otherwise transfer, your rights or delegate any of your obligations under this grant without prior written approval from The Foundation.

Records and Reports

- Please keep a record of all receipts and expenditures relating to this grant, as well as narrative information about how the grant was spent and how the grant made an impact.
- You are required to submit a final narrative and financial report to The Foundation upon completion of the program/project.
- The Foundation will require interim reports as outlined in the award letter. Your reports should describe your progress in achieving the purposes of the grant. You also agree to provide any other information reasonably requested by The Foundation.

Required Notification

- You are required to provide The Foundation with immediate written notification of: (1) any changes in your organization's tax-exempt status; (2) your inability to expend the grant for the purposes described in the grant proposal and award letter; (3) any expenditure from this grant made for any purpose other than those for which the grant was intended; or (4) there are any major changes, issues or concerns regarding this project, organization and/or chief members of the organization's administration or governing board.

Reasonable Access for Evaluation

- You will permit The Foundation and its representatives, at its request, to have reasonable access during regular business hours to review the progress being made on project for which funds were given.

Publicity

- Please refer to this grant as being awarded by the Robert Hoag Rawlings Foundation.

- You will allow The Foundation to review and approve the text of any proposed publicity concerning this grant prior to its release. The Foundation may include information regarding this grant, including the amount and purpose of the grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in The Foundation's periodic public reports, newsletters, website and news releases.

Reliance on Future Funding

- You acknowledge that representatives of the Foundation have made no actual or implied promise of funding beyond the amounts specified in the grant award letter. This includes any obligation to provide continued support for this or any other project. Continued funding can only be obtained through submission of additional proposals in accordance with the Foundation's policies and guidelines.

Right to Modify or Revoke

- The Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds:

- If, in The Foundation's sole discretion, such action is necessary: (1) because you have not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the Foundation; (3) to comply with the requirements of any law or regulation affecting the Foundation's responsibilities with respect to this grant; or (4) to protect the Foundation's ability to carry out its programs. In the event funds are returned or the grant is terminated, you acknowledge that the Foundation will have no further obligation to you in connection with this grant.

- If the Foundation does not receive signed copies of the grant award letter and agreement within 30 days after the date of The Foundation's grant award letter.

- If market conditions change that significantly impact the foundation.

- If there are any major changes, issues or concerns regarding this project, organization and/or chief members of the organization's administration or governing board.

Governing Law

- All questions of the law which may arise in the administration of this grant shall be determined in accordance with the laws of state of Colorado.

Indemnification and Hold Harmless

- In consideration for the Robert Hoag Rawlings Foundation awarding this grant, your organization, its employees, agents, or assigns agree to hold harmless, indemnify, release, and forever discharge the Foundation, its officers, agents, employees, affiliates, attorneys, successors and assigns from and against any and all judgments, actions, claims suits, losses, damages, and expenses resulting from, related to or in any way connected with this grant.

Authority

- The undersigned certify that they are duly elected and authorized officers of the Grantee and that, as such, are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, and reports.

ACCEPTED AND AGREED TO:

_____
Organization Name

_____
Grantee's Board Chair (typed/printed)

_____
Grantee's Board Chair (signature)/**Date**

_____
Grantee's Chief Professional/Executive with Title (typed/printed)

_____
Grantee's Chief Professional/Executive (signature)/**Date**

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING AN OEDIT GRANT FROM THE STATE OF COLORADO OUTDOOR RECREATION INDUSTRY OFFICE FOR THE FUNDING OF THE CITY OF PUEBLO OUTDOOR RECREATION ADMINISTRATOR, ESTABLISHING PROJECT NO. CI2438, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $100,000 TO PROJECT NO. CI2438

SUMMARY:

This Ordinance approves and accepts an OEDIT Grant awarded by the State of Colorado Outdoor Recreation Industry Office for the funding of a City of Pueblo Outdoor Recreation Administrator.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

In December 2022, the City applied for a Colorado State Outdoor Recreation grant through the Colorado Outdoor Recreation Industry Office (OREC), a division of the Office of Economic Development and International Trade (OEDIT), to fund the position of Outdoor Recreation Administrator for the City of Pueblo. The City was notified in October 2023 that the grant application was approved in the amount of $100,000.

This new position was created during the 2024 budgeting process and approved by Ordinance 10613 which authorized personnel positions for the fiscal year 2024.

This new position was originally scheduled to operate out of the Mayor's Office but was reassigned to the Parks and Recreation Department March 1, 2024.

FINANCIAL IMPLICATIONS:

The Outdoor Recreation Administrator position will be paid through the OEDIT grant in the amount of $100,000 from June 2024 through June 2025. The position will be responsible for its own long-term sustainability through measurable revenue-generating activities, to include, but not limited to new taxes collected, activity fees, venue rental fees, licenses and permits, leverage grants, and sponsorships of signature events. Based on the revenue generated, the City will budget for the Outdoor Recreation Administrator's salary and benefits and any/all associated costs after the first year when award funds are exhausted.

There are no anticipated operating expenses included in this grant award. The City will have to cover those expenses in the first year through existing Parks and Recreation operating budgets, then budget for these anticipated expenses moving forward as needed.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Should Council choose not to approve this grant, other funding sources must be found to cover the costs of funding this new position.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. NOA.notice of award.10.25.2023

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING AN OEDIT GRANT FROM THE STATE OF COLORADO OUTDOOR RECREATION INDUSTRY OFFICE FOR THE FUNDING OF THE CITY OF PUEBLO OUTDOOR RECREATION ADMINISTRATOR, ESTABLISHING PROJECT NO. CI2438, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $100,000 TO PROJECT NO. CI2438

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo to accept funding from the State of Colorado Outdoor Recreation Industry Office; and

WHEREAS, the State of Colorado Outdoor Recreation Industry Office has tendered a grant award in the total amount of $100,000.00 upon conditions recited therein or incorporated therein; and

WHEREAS, acceptance of the funding for the purposes for which it has been made is in the best interest of the City and will benefit the health and welfare of the citizens of the City; NOW THEREFORE,

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

SECTION 1.

The Grant Award Letter between the City of Pueblo, a Municipal Corporation, and the State of Colorado Outdoor Recreation Industry Office for the funding of the Outdoor Recreation Administrator, a copy of which is attached hereto, is hereby approved.

SECTION 2.

Project Number CI2438 is hereby established.

SECTION 3.

The grant award from the State of Colorado Outdoor Recreation Industry Office, totaling $100,000.00 is hereby approved and accepted.

SECTION 4.

All funds accepted pursuant to this Ordinance shall be budgeted and appropriated into Project Number CI2438. Said funds shall only be expended and used for this project.

SECTION 5.

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 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on April 22, 2024.

Final adoption of Ordinance by City Council on May 13, 2024.

_____
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

COLORADO
Outdoor Recreation Industry Office

Colorado Outdoor Recreation Industry Office
1600 Broadway, Suite 2500
Denver, CO 80202

Ms. Luann Martinez
City of Pueblo
1 City Hall Place
Office of the Mayor
Pueblo, CO 81003

October 25, 2023

Dear Ms. Martinez,

Thank you for your application to the Colorado State Outdoor Recreation Grant program. I am pleased to inform you that your project, City of Pueblo Office of Outdoor Recreation, was approved in the amount of $100,000. Congratulations!

Our office received significant interest in our inaugural grant program and received over $29 million in requests through four application cycles. The review committee was especially impressed with your project and selected it as a portion of roughly $3.9 million in awards to be allocated from this funding. Following review committee approval, your project was approved by the Economic Development Administration (EDA) as an eligible use of funds.

Please note that project expenses may not be incurred until a Purchase Order is issued from the Colorado Office of Economic Development & International Trade. All projects must be completed no later than May 31, 2026 and awardees will be expected to meet a regular reporting schedule.

The Colorado State Outdoor Recreation Grant program is funded through the Travel, Tourism, and Outdoor Recreation program from the EDA using American Rescue Plan Act (ARPA) dollars. The Colorado Outdoor Recreation Industry Office is allocating nearly $4 million in competitive funding through this program on projects with high economic impact on the statewide outdoor recreation industry. Issuing of funds is contingent upon full execution of subaward agreement and certifying that your entity as a subrecipient will comply with the procurement regulations in 2 CFR Part 200.

Congratulations again, and please contact Matt Nuñez, matthew.nunez@state.co.us, if you have any questions!

Sincerely,

Conor Hall, Director

cc: Matt Nuñez, Program Manager
Giselle Habeych, Grants Compliance Manager

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT NO. LT2409 - ELIZABETH STREET PARKWAY OUTDOOR BASKETBALL COURTS MURAL PROJECT, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $10,000 TO PROJECT NO. LT2409

SUMMARY:

This Ordinance establishes Project No. LT2409 - Elizabeth Street Parkway Outdoor Basketball Courts Mural Project and budgets and appropriates funds in the amount of $10,000.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

On March 25, 2024, City Council approved Resolution 15552 which awarded a construction contract to LER Inc., dba Renner Sports Surfaces for Project No. 24-034, Elizabeth Street Parkway – Basketball Courts Replacement. This project consists of the installation of a new post-tension concrete basketball court slab, court surfacing, striping, basketball hoops, benches, and sidewalk. This project also includes the replacement of the court lights with new LED lights.

During the project bid process, the Parks and Recreation Department advertised for qualified mural artists to design and ultimately paint original murals on each of the four outdoor basketball courts at the Elizabeth Street Parkway (SLAB). Forty-nine mural designs were submitted, and the four finalists will be painting their murals sometime in late August or early September 2024 under the guidance of the general contractor, Renner Sports Surfaces.

FINANCIAL IMPLICATIONS:

The Colorado Lottery has agreed to sponsor each of the four mural artists with a $2,500 commission payable to the City of Pueblo at the conclusion of the renovation project. No general fund monies will be used in this project.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Should the Council choose not to approve the establishment of Project No. LT2409, the commission to the mural artists from the Colorado Lottery will not be paid.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE ESTABLISHING PROJECT NO. LT2409 - ELIZABETH STREET PARKWAY OUTDOOR BASKETBALL COURTS MURAL PROJECT, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $10,000 TO PROJECT NO. LT2409

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

SECTION 1.

Project No. LT2409 is hereby established.

SECTION 2.

Funds in the amount of $10,000.00 shall be accepted pursuant to a Sponsorship Agreement with Cactus Communications, Inc. on behalf of the Colorado Lottery and budgeted and appropriated to Project No. LT2409.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on April 22, 2024.

Final adoption of Ordinance by City Council on May 13, 2024.

_____
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: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2024 CLASSIFICATION AND PAY PLAN BY AMENDING THE PAY SCALE FOR TAX COMPLIANCE TECHNICIAN

SUMMARY:

Attached for consideration is an amended Pay Plan Ordinance reflecting the amendment of the salary schedule for the classification of Tax Compliance Technician.

PREVIOUS COUNCIL ACTION:

On December 11, 2023, Ordinance No.10614 was approved by City Council. This Ordinance provided the classification and pay plan for fiscal year 2024.

BACKGROUND:

Over the last several years, the City and the Pueblo Association of Government Employees (PAGE) have been working to amend certain salary scales to address internal equity issues and take steps toward better market competitiveness.

In the most recent annual salary ordinance for 2024, eight classification pay ranges were adjusted by agreement. At the time, both the City and the PAGE union missed the adjustment of one classification in relationship to another classification subject to adjustment. With the adjustment of Accounting Technician IV salary range the promotional relationship between the Accounting Technician IV and Tax Compliance Technician was inadvertently eliminated and the Tax Compliance Technician is now paid less than the Accounting Technician IV which is misaligned.

This ordinance seeks to correct the oversight and restore the promotional relationship between the two classifications that previously existed. The range change restores the same percentage difference between each salary scale step of Accounting Technician IV and Tax Compliance Technician classifications that has existed historically.

This change in salary schedule will apply to two positions within the Finance Department, only one of which is currently filled with the other anticipated to be posted for recruitment in the next few weeks.

FINANCIAL IMPLICATIONS:

The cost to amend the salary scale for the remainder of 2024 is $2,782.77. Total annualized cost for the changes is estimated to be $4,770.46 for the current incumbent.

No additional funding is required for 2024 to accomplish this salary amendment as the department can absorb the full cost within the department's existing budget.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

The Pueblo Association of Government Employees brought the concern to the City and after internal discussions the union has agreed to and is supportive of this correction which is memorialized in a Meet and Confer document executed April 18, 2024.

ALTERNATIVES:

Retain the current 2024 Tax Compliance Technician salary schedule with no changes.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2024 CLASSIFICATION AND PAY PLAN BY AMENDING THE PAY SCALE FOR TAX COMPLIANCE TECHNICIAN

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

SECTION 1.

Section 6-5-16 (A) of Chapter 5, of Title VI, of the Pueblo Municipal Code referencing the Fiscal Year 2024 pay scale for the classification of Tax Compliance Technician is amended and enacted as follows:

6-5-16. Schedule, classification, work week and monthly salary.

The following shall constitute:

A. The monthly pay range for the classification of Tax Compliance Technician

CLASS TITLE	*Entrance*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*	*Step 7*	*Step 8*	*Step 9*
(A) GENERAL SERVICE									
Tax Compliance Technician	[4058.87	4185.86	4312.83	4439.82	4566.80	4693.79	4820.76	4947.77	5074.77

CLASS TITLE	*Entrance*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*	*Step 7*	*Step 8*	*Step 9*
(A) GENERAL SERVICE									
Tax Compliance Technician	4393.70	4524.86	4674.08	4813.35	4952.28	5182.58	5317.44	5544.60	5677.58

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective upon the passage of this ordinance and following 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: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE AMENDING CHAPTER 12 OF TITLE XVI BY INTRODUCING "ARTICLE III - GRADING PERMIT"

SUMMARY:

This Ordinance amends the Pueblo Municipal Code by introducing a new Article to Chapter 12 of Title XVI, “Article III – Grading Permit”. The following Article would require developers/operators of any construction activity that disturbs over 5,000 square feet to pull a grading permit within City limits. This Article gives the Stormwater Utility the necessary oversight of construction sites to reduce or prevent discharge of pollutant to the City’s Municipal Separate Storm Sewer System (MS4).

PREVIOUS COUNCIL ACTION:

On September 23, 2019, Council passed Ordinance No. 9560, amending Chapter 5 of Title VII, Chapters 4 and 6 of Title XII, and Chapter 12 of Title XVI of the Pueblo Municipal code relating to needed amendments to meet the minimum requirements of the MS4 permit.

BACKGROUND:

The City of Pueblo has a Municipal Separate Storm Sewer System (MS4) Permit issued by the Colorado Department of Public Health & Environment (CDPHE). This permit regulates stormwater runoff within the city limits of Pueblo and authorizes the discharge into Waters of the United States.

The City’s MS4 permit requires a program to be implemented to reduce or prevent discharge of pollutants to the MS4 from applicable construction activities. The Construction Sites Program must address selection, installation, implementation, and maintenance of control measures. The program must also require “Site plans” identifying the location of all control measures to be submitted for review.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Ordinance.

STAKEHOLDER PROCESS:

The City of Pueblo Stormwater Utility presented the proposed grading permit to the Committee for Planning and Development for review. This committee is comprised of local developers, homebuilders, and engineering firms. Relevant comments received from the committee were implemented into the proposed grading permit.

ALTERNATIVES:

Alternatives No. 1 – No action – Under this alternative, the City of Pueblo Stormwater Utility would have failed to implement an effective Construction Site Program which would be in violation of the City's MS4 Permit. Subsequent violations could result in monetary fines from CDPHE.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Grading Permit Title XVI

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 12 OF TITLE XVI BY INTRODUCING "ARTICLE III - GRADING PERMIT"

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

SECTION 1.

An ordinance amending the Pueblo Municipal Code by adding a new article to Chapter 12 of Title XVI, Article III “Grading Permit”. The amendment requires operators of construction activities that will disturb 5,000 square feet or more of land to obtain a grading permit prior to initiation of construction activities. The Grading Permit provides the City oversite of construction activities to reduce or prevent discharge of pollutants to waters of the state.

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 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.

SECTION 4.

A Grading Permit shall not be required for developers/operators who have ongoing active land disturbing construction activities for a time period of sixty (60) days from the effective date of this ordinance, after which time a grading permit will be required. Developers shall be required to obtain a grading permit for all new land disturbing construction activities from the effective date of this ordinance.

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

Article III – Grading Permit

Sec. 16-12-31. General.

The Grading Permit is a tool to ensure that the City has reviewed proposed erosion and sediment control practices for planned construction activities with the goal of avoiding potential damages. A Grading Permit grants the Permit Holder permission to conduct construction activities within the requirements of applicable local and state regulations and provides the City with sufficient oversight to minimize the potential for offsite damages. In addition, construction activities in the City must be compliant with applicable local and state regulations regarding releases of sediment and water from construction sites. The requirements of this Article shall be in addition to and not in substitution of any other requirement of this Chapter including but not limited to Section 16-12-10, P.M.C.

Sec. 16-12-31.5. Purpose.

This Article recognizes the importance of protecting the health, safety and welfare of the public, protection of water quality and private property rights. This Article describes the minimum requirements for prevention of detrimental or negative impacts to City water quality and damages to private property and City infrastructure by construction activities within the City. The goals are:

(a) To prevent sediment releases, erosional damage or excessive water discharges from construction sites onto adjoining private property.

(b) To prevent erosion, sediment and water discharge damage to City-maintained infrastructure, such as roads, bridges, and storm sewers that results in costs to taxpayers.

(c) To prevent the degradation of surface water quality and the ability of existing ditches, channels and swales to drain due to sediment releases.

Sec. 16-12-32. Definitions.

For the purpose of this Article, the following terms, phrases, words and their derivations shall have the meanings given herein:

Contractor: means any party performing the installation and construction for a permit holder who obtains a permit pursuant to this Article. A contractor may be a permit holder under this definition.

Construction activity: refers to ground surface disturbing and associated activities (land disturbance), which include, but are not limited to, clearing, grading, excavation, demolition, installation of new or improved haul roads and access roads, staging areas, stockpiling of fill materials, and borrow areas. Activities that include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of the facility are not considered construction activities. Activities to conduct repairs that are not part of regular maintenance and activities that are for replacement are considered construction activities and are not considered routine maintenance. Repaving activities where underlying or surrounding soil is cleared, graded, or excavated as part of the repaving operation are construction activities unless they are an excluded site under Section 16-12-33, P.M.C. Construction activity occurs from initial groundbreaking to final stabilization regardless of ownership of the construction activities.

Control Measures/Stormwater Control Measures/SCMs (formerly Best Management Practices/BMPs): means temporary or permanent erosion and sediment control methods that have been determined (according to EPA guidance) to be the most effective, practical means of preventing or reducing pollution from nonpoint sources. The Drainage Criteria Manual addresses specific requirements for Stormwater Control Measures for prevention of water pollution and control of dust from construction sites.

Disturbed area: means that area of the land's surface disturbed by any work activity upon the property by means including, but not limited to: grading; excavating; stockpiling soil, fill or other materials; clearing; vegetation

removal; removal or deposit of any rock, soil or other materials; or other activities which expose soil. Disturbed area does not include the tillage of land that is zoned agricultural or the tillage of a parcel zoned PUD (planned unit development) within the area identified for agricultural uses.

Drainage Criteria Manual: means the City of Pueblo Drainage Criteria Manual, dated April 2023, and all subsequent amendments thereto.

Erosion and Sediment Control Plan (ESCP): means a document showing the proposed finished contours and depicting the location of all erosion and sediment control measures (control measures).

Grading: means excavation, cutting, filling, clearing and grubbing, stockpiling and recontouring the land surface, or any combination of these.

Grading plan: means the construction drawing or other depiction showing the existing and the proposed elevation contours of the area to be disturbed by construction.

Land disturbance activity: means any activity which changes the volume or peak flow discharge rate of precipitation runoff from the land surface, including, but not limited to, grading, digging, cutting, scraping or excavating of soil, placement of fill materials, paving, construction, substantial removal of vegetation or any activity which bares soil or rock or involves the diversion or piping of any natural or man-made watercourse.

Larger common plan of development: a contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules but remain related. The Water Quality Control Division of the Colorado Department of Public Health and Environment has determined that 'contiguous' means construction activities located in close proximity to each other (within ¼ mile).

Lines: means all underground and overhead cable, telephone, electric power, wire, gas and irrigation lines, appurtenances, structures or pipelines.

Municipal Separate Storm Sewer System (MS4): means an area defined by the Federal Environmental Protection Agency (EPA) in 40 CFR 122 for which a permit has been issued by the Colorado Discharge Permitting System (CDPS), Stormwater Discharges Associated with Municipal Separate Storm Sewer Systems (MS4s), which is regulated by the Colorado Department of Public Health and Environment, Water Quality Control Division.

Permit holder: means the owner, operator, person and/or entity constructing, excavating or occupying the construction site who has obtained a Grading Permit pursuant to this Article.

Right-of-way (ROW): means a strip of land that is granted through an easement, plat or other legal mechanism for transportation purposes, such as a roadway or highway.

Stabilization: means a state when all ground surface disturbing activities at the site have been completed and uniform vegetative cover has been established with an individual plant density of at least seventy (70) percent of pre-disturbance levels, erosion control blankets are in place or equivalent permanent physical erosion reduction methods have been employed. Stabilization includes the removal of non-permanent control measures.

Stormwater Utility Director: means the Director of the Stormwater Utility or authorized designee.

Sec. 16-12-33. Grading Permit.

(a) Issuance of Grading Permit. A Grading Permit shall be issued only in compliance with the rules and regulations set forth in this Article. In no event shall construction be allowed or permitted if it is detrimental to the public health, welfare, and safety.

(b) Necessity for Grading Permit. Unless an exemption exists, a Grading Permit is required for any construction activities that disturbs over 5,000 square feet.

(c) No Work Without Permit. No person or entity may perform or otherwise engage in construction activities without first having obtained a Grading Permit from Stormwater Utility when required by this Article. In addition, no person or entity may grade, construct, excavate or leave disturbed and unstabilized any land or ground surface beyond the date or dates specified in the Permit unless: (1) the person or entity requests a written extension

before the expiration of the initial Permit; and (2) a new Permit or extension is granted. It is a violation of this article to perform this work without a permit.

(d) Exemptions. The following land disturbance activities are permissible without obtaining a Grading Permit. The Stormwater Utility Director shall determine if the exemption is in accordance with the City's MS4 permit. Other permits, such as right-of-way, flood hazard, OWTS, excavation permits, or building permits may still be required.

1) Tillage of agricultural land is exempt from Grading Permit requirements.
2) Trenching incidental to the construction, maintenance and installation of approved underground pipelines, electrical or communication facilities. However, a Grading Permit may be required for over one thousand square feet of ground disturbed for construction of roads, driveways, buildings, parking areas, accesses, drainage facilities, landscaping or other construction not directly in the pipeline trench.
3) Land disturbance or excavations in accordance with plans incorporated in a mining permit, reclamation plan or sanitary landfill approved by the City. However, a Grading Permit may be required for over one thousand square feet of ground disturbed for construction of roads, driveways, buildings, parking areas, accesses, drainage facilities, landscaping or other construction not directly in the mined area or landfill.
4) City public improvement or City maintenance projects within a right-of-way.
5) Maintenance and cleaning of existing ditches, lakes, ponds and water storage reservoirs.
6) Maintenance and resurfacing of existing streets/roads, runways, and sidewalks/trail systems.
7) Performance of emergency work necessary to prevent or mitigate an immediate threat to life or property when an urgent necessity arises. The person performing such emergency work shall promptly notify the Stormwater Utility Director of the problem and work required. Any person performing such emergency work shall immediately notify the Stormwater Utility Director of the situation and the actions taken. The Stormwater Utility Director may, however, require such person to obtain a Grading Permit to implement remedial measures to minimize erosion resulting from the emergency.
8) Land disturbance incidental to the creation of irrigation water storage ponds. Stockpiles that create more than one thousand square feet of disturbed area may require a Grading Permit.
9) Land disturbance associated with the construction of natural surface trails may be exempted by the Stormwater Utility Director except within designated MS4 areas, provided that the procedure outlined in this Article is completed prior to commencement of any trail construction. If exempted, the land disturbance associated with the construction of natural surface trails shall generally conform with the performance standards of this Article.

Sec. 16-12-33.5. Grading Permit application.

(a) Complete Application Required. Applicants shall file a complete application for a Grading Permit with the Stormwater Utility. Based upon the information provided in the application, additional submittals may be required by the Stormwater Utility Director, if sufficient information was not provided for review of the application. An application shall be considered complete if it is submitted in the required form, includes all mandatory information, including all supporting materials specified by application, and is accompanied by the applicable fee. If an application is determined to be incomplete, the Stormwater Utility Director shall provide notice to the applicant, along with an explanation of the application's deficiencies. No further processing of the application shall occur until

the deficiencies are corrected in a future resubmittal. An application which is determined to be incomplete may, or may not, retain its same processing cycle.

(b) A complete application will include an Erosion and Sediment Control Plan (ESCP) and/or a Stormwater Management Plan (SWMP) in accordance with the City of Pueblo Drainage Criteria Manual.

Sec. 16-12-34. Application review, Grading Permit issuance, permit expiration and permit extension.

(a) Review Process. The application and other data filed by an applicant for a Grading Permit shall be reviewed by the Stormwater Utility Director. The application may also be reviewed by other departments or agencies to verify compliance with any applicable laws. If the Stormwater Utility Director finds that the work described in an application for a Grading Permit conforms to the requirements and regulations set forth in this Article and meets the requirements defined in the Drainage Criteria Manual or other pertinent laws regulations or ordinances, and that all required fees have been paid, a Grading Permit shall be issued to the applicant; provided, however no grading permit shall be issued to any applicant who has a currently suspended grading permit or who has any owed and unpaid restoration work duly ordered and performed by City under this Article. Criteria upon which the Grading Permit shall be considered include, but are not limited to, the following:

(1) Water quality protection: The proposed construction must include proposed installation and provision for maintenance of adequate sediment and erosion control measures that, to the extent possible, prevent erosion and/or release of sediment, excessive stormwater and/or pumped water discharges to surface waters from the construction area.

(2) Adjacent property protection: The proposed construction must include sediment and erosion control measures that, to the extent possible, prevent damage, erosion and/or release of any sediment, excessive stormwater and/or pumped water discharges from the construction area to adjacent properties and roadways.

(3) Constructability: Installation of control measures, trenches, excavations and other construction practices must be able to be performed according to general construction and safety practices. The proposed construction work must not create a public safety hazard.

(b) Changes in Approved Permit. An approved Grading Permit shall not be changed, modified or altered without written authorization from the Stormwater Utility. All work shall be done in conformance with the approved Permit. The ESCP and/or SWMP may be modified as construction dictates within the following criteria:

*ESCP/SWMP modifications shall be classified as Minor and Major

(1) **Major Modifications**: Major modifications are changes to the ESCP or SWMP that remove or add area to the project, modify the final hydrology or drainage of the final design, replace the approved ESCP or SWMP, or otherwise increase or reduce the scope of the approved project. Major modifications to the ESCP or SWMP proposed by the contractor/owner must be in writing (including revised plans) and submitted to the Stormwater Utility Department at least 10 business days prior to the desired date of implementation. The Stormwater Utility Department will re-approve the ESCP or SWMP if the proposed modifications are acceptable.

(2) **Minor Modifications:** Minor modifications are changes to the ESCP or SWMP that do not increase the scope or change the hydrology of the project but modify or improve:

- **Stormwater Control Measures (SCMs) in use at the site**
- **Indicate progression in phasing of the project**
- **Specify relocation of previously approved SCMs within the project**

Minor modifications can be made in the field by the permittee if the permittee can demonstrate that the modified SCMs are equivalent to, or better than, the originally approved SCMs. Minor modifications must be thoroughly documented in the permittee's ESCP or SWMP narrative, drawings, and specifications. If the City's Stormwater Inspector deems the minor field modification inadequate, then the permittee must make specific modifications as directed. Minor modifications are expected and encouraged as part of standard practice for ongoing compliance with requirements for maintenance and operation of SCMs and ESCP or SWMP implementation corresponding with evolving site conditions.

(c) Permit Limitations. An approved Grading Permit requires the Permit Holder to meet certain permit specifications and general engineering. The Stormwater Utility Director shall be responsible for ensuring compliance with such specifications and standards. The issuing and granting of the Grading Permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this Article or of any regulations of the State or City. Additionally, the issuance of the Grading Permit shall not be construed as the approval or issuance of any necessary permits referred to in this Code.

(d) Indemnification. Every approved Grading Permit issued shall include the following language: "Permit Holder, its agents, employees, subcontractors, contractors and assigns hereby agree to hold the City of Pueblo, Colorado, the agencies thereof and their officers and employees harmless from any and all loss and damage or any claims which may arise out of, or be connected with, the construction within the area covered by this permit; excluding any such loss and damage or any claims (including consequential damages) which may be caused solely by the negligence of City or its officers and employees."

(e) Permit Expiration. Every approved Grading Permit shall expire one (1) year from the issuance of the permit. If the permit has expired, the Grading Permit must be reissued by the Stormwater Utility Director before work can begin or be resumed. Prior to the expiration or closure of the Grading Permit, the disturbance shall be stabilized, and non-permanent control measures shall be removed.

(f) Permit Extension. Any Permit Holder with an unexpired Grading Permit may apply, in writing, for an extension of the time within which work may begin under that Grading Permit if the Permit Holder is unable to begin or complete work within the time required for good cause, and that the cause is acceptable to the Stormwater Utility Director. There shall be an extension fee assessed to cover administrative costs.

(g) Permit Close Out. The Permit Holder may request for the permit to be closed out if all temporary control measures have been removed from the permit area and final stabilization has been achieved. Final stabilization is not required for Single Family Home (SFH) construction as the City recognizes the homeowner will provide their own landscaping over time. However, the homeowner will still be subject to P.M.C. 16-12-21 that results in illicit discharges due to lack of stabilization.

Sec. 16-12-34.5. Permit Holder's general responsibilities.

A Permit Holder is responsible for the following items. Additional requirements and more detailed information are shown in the Special Provisions of the Grading Permit.

(a) Control Measures. The Permit Holder shall ensure that all erosion and sediment control measures shown on the approved plans are correctly installed and maintained.

(b) Other Permits. The Permit Holder shall secure all permits required by federal, state and local agencies.

(c) Insurance. The Permit Holder shall secure and maintain insurance policies that will protect them, their subcontractors and the City from claims for bodily injury, death or property damage, which may arise from the excavation, installation and/or construction contemplated or caused by the construction as permitted herein.

(d) Surety. When deemed appropriate, the Stormwater Utility Director may require a surety bond and/or other security be provided by the Permit Holder including by way of illustration and not limitations when the size or scope of the proposed project presents risk of adverse impacts to adjacent and downstream property owners, the City, and/or the public at large, or when the Permit Holder or Permit Holder's contractors or subcontractors have previously failed to comply with Stormwater permit requirements. If required, the Permit Holder shall provide a

surety bond and/or other security for the total amount required to stabilize, restore or reclaim the disturbed ground to prevent erosion and/or release of sediment, excessive storm water and/or pumped water discharges to surface waters from the construction area. Said security shall remain in effect for a period of twenty-four (24) months after all completion of construction and establishment of erosional stability. The amount of the security shall be sufficient to stabilize a disturbed site to prevent releases of sediment and water from construction sites and protect the health, safety and welfare of the public. The amount shall be based on cost estimates of site restoration provided by the applicant and approved by the Stormwater Utility Director. Whether or not covered by surety, the Permit Holder shall reimburse the City for any and all expenses incurred by the City within ninety (90) days after completion of any work as a result of, or related to, failure by the Permit Holder to perform all installation, construction, maintenance or other work pursuant to the Grading Permit, in a workmanlike manner.

(e) Utility Locates. The Permit Holder shall be responsible for locating all utilities in advance of the construction or excavation, in accordance with state law. The Permit Holder is responsible for any damage to existing utilities or structures.

(f) Traffic Control. Construction activities impacting the City rights-of-way shall not interfere with movement of traffic or compromise public safety. A Revocable Permit and/or Traffic Control Review Request may be required in addition to a Grading Permit.

(g) Emergency Conditions. When a condition arises where emergency work must be performed, the applicant shall immediately notify the Stormwater Utility of the emergency event, type and extent of work. Within two (2) business days after the occurrence of the emergency, the applicant shall apply for the necessary permits, pay the associated fees and fulfill the rest of the requirements necessary to comply with the Grading Permit for the actions the applicant took in response to the emergency.

(h) Drainage Interference. A Permit Holder shall not obstruct the natural free and clear passage of water along the roadside ditch flow lines or other waterways. If surface drainage is to be affected, the Permit Holder is responsible for the proper runoff management to prevent erosion and/or release of sediment, excessive storm water and/or pumped water discharges to adjacent properties and surface waters from the construction area.

(i) Site Stabilization, Restoration and Cleanup. The Permit Holder shall assume all responsibility for stabilizing the permitted site to prevent erosion and discharges of sediment. The Permit Holder shall also assume all responsibility for removing all debris associated with the construction activities in the City rights-of-way and all non-permanent control measures. If, upon inspection, the Stormwater Utility determines that there is risk of erosional damage, or sediment discharges or debris has not been removed from the City rights-of-way, the Stormwater Utility Director shall notify the Permit Holder of the violation of the Grading Permit conditions. The Permit Holder, upon notification from the Stormwater Utility, shall correct all work to the extent necessary. The work shall be completed within the time period specified in the notice from the Stormwater Utility. If the Permit Holder fails to establish site stability or restore the rights-of-way in the manner and to the condition required, the Stormwater Utility Director may have the City perform the restorations. In that event, the Permit Holder shall pay to the City, within thirty (30) days of billing, the cost of restoring the City rights-of-way.

(j) Ownership and Maintenance. The Permit Holder shall own, maintain, operate and repair all work on private property in accordance with the regulations, conditions and terms of the Grading Permit.

(k) Warranty of Right-of-Way. The City does not warrant its ownership of rights-of-way which may be the subject of any issued Grading Permit. The Permit Holder is responsible for determining the ownership of properties subject to its construction.

Sec. 16-12-35. Inspections.

(a) Inspections during the construction period may be made by the Stormwater Utility to ensure that work is progressing in compliance with the Grading Permit. It shall be the responsibility of the Permit Holder to provide safe access to the work site for the Stormwater Utility and to all others, as authorized by law, for inspection at all reasonable times during the execution and upon completion of the work. At the time of inspection, the

Stormwater Utility Director may order the immediate termination of any work which poses, or is causing, a serious threat to the life, health, safety or well-being of the public.

(b) It shall be the responsibility of the Permit Holder to notify the Stormwater Utility when work is ready for inspection. The Stormwater Utility requires that every request for inspection be received at least seventy-two (72) hours before such inspection. Such requests may be made by telephoning, emailing or other electronic notification to the Stormwater Utility. The presence of Stormwater Utility employees on-site shall not guarantee or qualify the Permit Holder's performance. The approved Grading Permit must be readily available on-site for review by Stormwater Utility staff. Failure to comply may result in suspension of the Grading Permit.

(c) The Stormwater Utility may make, or require, other inspections or testing of any work as deemed necessary to ascertain compliance with the provisions of this Article. Any work performed without the required inspections shall be subject to removal and replacement at the Permit Holder's expense, regardless of the quality of the work.

Sec. 16-12-35.5. Administrative fee.

All required fees shall be paid, in full, at the time of the Grading Permit application. The fee schedule for Grading Permits shall be as determined by resolution of the City Council and shall be shown on the Grading Permit.

Grading Permit 5,000 square feet to 1 acre - $100

Grading Permit 1 acre to 5 acres - $500

Grading Permit Greater than 5 acres - $1,000

Sec. 16-12-36. Failure to comply with terms of grading permit.

(a) The issuance of the Grading Permit based on plans, specifications or other data shall not prevent the Stormwater Utility from requiring the correction of errors in the plans, specifications and other data, or from stopping excavation or construction operations being conducted in violation of this Article or any other state or City regulations. Failure of the applicant to comply with any of the terms and conditions of the Grading Permit shall be sufficient cause for revocation of the Grading Permit.

(b) The Permit Holder shall prevent releases of sediment and water from construction sites that have the potential to cause damage to private property or City-maintained infrastructure. In the event that construction activities result in erosion or sediment and water discharges causing damage, the Permit Holder shall immediately attempt to prevent further harm, install or replace appropriate control measures and correct any unsatisfactory work.

(c) Right-of-Way Damage. The Permit Holder shall correct any unsatisfactory work, including but not limited to defects in removal, replacement or pavement patching. If the Permit Holder fails to restore the City rights-of-way in the manner and to the condition required by the Stormwater Utility, or fails to satisfactorily and timely complete all restorations required by the Stormwater Utility, the City shall have the right to perform the restorations at the expense of the Permit Holder.

Sec. 16-12-37. Permit suspension or revocation.

(a) The Stormwater Utility Director may deny, revoke or suspend any Grading Permit in order to protect the public health, safety and welfare. Permit Holders hold Grading Permits as a privilege. The City reserves its right to revoke any Grading Permit without a fee refund whenever the Permit is issued in error or on the basis of

incorrect information supplied by the applicant, or whenever the Permit may have been issued in violation of any provisions of this Article.

(b) If the Stormwater Utility determines that the Permit Holder has violated any term or condition of any statute, ordinance, rule, regulation or any condition of the Grading Permit, or otherwise failed to perform any obligations under this article including but not limited to restoration work, the Stormwater Utility Director shall notify the Permit Holder of its suspension in writing, and the Permit Holder must then remedy the violation. The demand shall state that continued violations may be cause for revocation of the Grading Permit. Further, any such violation shall allow the Stormwater Utility Director to place additional or revised conditions on the Grading Permit.

(c) Within twenty-four (24) hours of receiving notification of the suspension, the Permit Holder shall contact the Stormwater Utility with a plan of correction which must be accepted by the Stormwater Utility Director. The Permit Holder's failure to contact the Stormwater Utility, failure to submit an acceptable plan or failure to reasonably implement the approved plan shall be cause for immediate revocation of the Grading Permit and termination of work. Upon revocation of the Grading Permit, the Permit Holder will be required to re-apply for a new permit and will be charged for any additional fees that may be applicable.

Sec. 16-12-37.5. Appeal of Denial or revocation of a Grading Permit.

The applicant or permittee, as applicable, shall have a right to appeal any revocation of a Grading Permit, denial of a Grading Permit or any terms and conditions placed on a Grading Permit by filing a petition with The Director of the Department of Public Works within ten (10) days after the date of the action appealed. The petition shall be in writing and shall set forth in detail the factual and legal basis upon which the appeal is maintained. The Director of the Department of Public Works shall issue a written decision upon such appeal based on the petition and the record and file with respect to the permit or, as applicable, permit application. A formal hearing may be conducted, if necessary, pursuant to Chapter 7 of Title I of this Code.

Sec. 16-12-38. Penalties; construction by City; collection.

(a) It shall be unlawful and a Class 2 municipal offense for any person to perform construction activities without a Grading Permit when such permit is required by this Article. It shall be an affirmative defense to any prosecution under this Section that the disturbance activity was a qualified exemption under this Article.

(b) Upon completion of any restoration work duly ordered and performed by City under this Article, the Director shall prepare a statement showing the whole cost of such restoration, including an amount not exceeding fifteen percent (15%) additional for cost of inspection, collection, financing and other incidentals, and shall mail same to the Permit Holder. The City may pursue all civil collection remedies and recover the amount of such statement together with all collection expenses, including reasonable attorneys' fees and costs.

(c) All remedies provided in this Article are cumulative.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING AN EASEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A LIMITED ACCESS ROADWAY, FENCING, TRAIL, TRAILHEAD, DRAINAGE, AND OTHER ASSOCIATED IMPROVEMENTS WITHIN THE HONOR FARM PARK AND OPEN SPACE, AND APPROVING THE MAYOR TO EXECUTE THE EASEMENT AGREEMENT ON BEHALF OF THE CITY

SUMMARY:

This Ordinance approves an Intergovernmental Agreement between the City of Pueblo and Pueblo County relating to the construction, operation, and maintenance of a limited access roadway ("Medal of Honor Boulevard"), fencing, trail, trailhead, drainage, and other associated improvements within the Honor Farm Park and Open Space; and approving the Mayor to execute the Easement Agreement on behalf of the City.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Pueblo County desires to construct a limited access roadway, fencing, trail and trailhead, drainage, and other associated improvements to connect the intersection of Pueblo Boulevard (Colorado State Highway 45) and W. 24th Street on the eastern end to the intersection of Joe Martinez Boulevard and Purcell Boulevard in Pueblo West at the western end. While a portion of the roadway (the easternmost 3/4 mile) will be located within City limits, approximately 2.7 miles of the new roadway will be built on City-owned property located in unincorporated Pueblo County. Development in this area, commonly referred to as the Honor Farm Park and Open Space, is guided by a master plan which includes provisions for the construction of a roadway like the one

contemplated by the County.

The proposed agreement approved by this Ordinance grants an easement to Pueblo County and codifies the terms and conditions relating to the construction, operation, and maintenance of the new roadway and associated improvements located within the Honor Farm area.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

City staff across multiple departments have collaborated with County staff to develop and negotiate terms and conditions for the proposed agreement.

ALTERNATIVES:

Failure to approve this Ordinance will preclude the City from granting the proposed easement.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Easement Agreement Honor Farm Road - Final (with exhibits)

ORDINANCE NO.

AN ORDINANCE APPROVING AN EASEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A LIMITED ACCESS ROADWAY, FENCING, TRAIL, TRAILHEAD, DRAINAGE, AND OTHER ASSOCIATED IMPROVEMENTS WITHIN THE HONOR FARM PARK AND OPEN SPACE, AND APPROVING THE MAYOR TO EXECUTE THE EASEMENT AGREEMENT ON BEHALF OF THE CITY

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

SECTION 1.

The Easement Agreement ("Agreement") between the City of Pueblo ("City"), a Colorado Municipal Corporation, and Pueblo County, a political subdivision of the State of Colorado, relating to the construction, operation, and maintenance of a limited access roadway, fencing, trail, trailhead, drainage, and other associated improvements within the Honor Farm Park and Open Space, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

The officers of the City are authorized to perform any and all acts consistent with this Ordinance and IGA 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

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into on the last date signed below and is by and between Pueblo County, a political subdivision of the State of Colorado, ("County") and the City of Pueblo, a Colorado municipal corporation, ("City") (collectively, the "Parties"). The Effective Date of this Agreement shall be determined in accordance with the provisions of Section 11 below.

R E C I T A L S

A. City is the Owner of certain real property located within Pueblo County known as the Honor Farm Park and Open Space Property which will hereinafter be referred to as the "Park Property";

B. The Park Property is subject to the terms, conditions, provisions, agreements, and obligations contained in that certain Deed of Conservation Easement, Honor Farm Open Space & Park Parcels, City of Pueblo recorded on July 2nd, 2001 at Reception No 1390542 in the records of the Pueblo County Clerk and Recorder ("Conservation Easement"), a true copy of which is attached hereto as Exhibit D;

C. County desires to construct a main arterial road, including certain trail and drainage appurtenances, through the Park Property to provide and gain access to and from the Pueblo West Metropolitan District and from and to Pueblo Boulevard;

D. Subject to the terms and conditions set forth herein, City is willing to grant to County a permanent easement across the Park Property for the purposes of the construction, maintenance, and operation of said main arterial road, an adjacent multi-modal trail, fencing, a Trailhead and parking lot, and four (4) drainage detention ponds necessary to detain stormwater flows from the road.

NOW, THEREFORE, in consideration of the foregoing recitals, and of the terms, conditions and covenants set forth herein, the Parties agree as follows:

1. There are four (4) exhibits to this Agreement.

   a. **Exhibit A**, a true and accurate copy of which is attached hereto and incorporated herein by this reference as though fully set forth, contains a legal description of six (6) separate but contiguous areas of land which taken together comprise the easement area being granted by City to County. The easement areas described are a part of the Park Property. The first area described is commonly referred to as "Right of Way (ROW) 4" and is for the road and trail. The second area described is commonly referred to as "PE-1"and is for a trail head and parking lot immediately adjacent to and contiguous with the road. The third through the sixth areas described are commonly referred to as "PE-6A", "PE-9", "PE-9A", "PE-9D" and are for four (4) drainage detention ponds also

adjacent to and immediately contiguous with the road.

b. **Exhibit B**, a true and accurate copy of which is attached hereto and incorporated herein by this reference as though fully set forth, is a series of surveys prepared by Clark Land Surveying, Inc. and , consists of thirteen (13) sheets. **Exhibit B** contains a depiction of the entire road, including that portion which extends through the City's Park Property, as it extends West from Pueblo Blvd. to Purcell Blvd. in Pueblo West. It also contains a depiction of the Trailhead area and each of the four (4) drainage detention ponds on the Park Property. **Exhibit B** also sets forth twenty-nine (29) surveyor's notes. Surveyor Notes numbered 9 through 29 were taken from the title commitments issued by Fidelity National Title Insurance Company on all the lands, including the Park Property, through which the road will extend.

c. **Exhibit C**, a true and accurate copy of which is attached hereto and incorporated herein by this reference as though fully set forth, consists of three (3) sheets titled "WIRE FENCES AND GATES (CDOT STD. M-607-1)" and includes standard drawings and specifications for the installation of fences issued by the Colorado Department of Transportation Project Development Branch and dated July 31, 2019. These standards shall apply to any fences County erects pursuant to the terms and conditions of this Agreement.

d. Exhibit D is a true and accurate copy of the Deed of Conservation Easement, Honor Farm Open Space & Park Parcels, City of Pueblo recorded on July 2nd, 2001 at Reception No 1390542 in the records of the Pueblo County Clerk and Recorder.

2. City grants a 160-foot-wide permanent easement to the County for the perpetual use of the public and solely for the purposes of construction, reconstruction, installation, operation, patrolling, maintenance, repair, alteration, rehabilitation, removal, or replacement of a main arterial road, fencing, stormwater facilities, multi-modal trail, and other associated roadway improvements to gain vehicular and pedestrian access between the Pueblo West Metropolitan District and Pueblo Boulevard (collectively, the "Limited Access Roadway") and through the Park Property situated in the County of Pueblo, State of Colorado, and more particularly described as follows:

*As described in **Exhibit A** attached hereto and commonly referred to as "Right of Way (ROW) 4". The area described is depicted on sheets 6 through 11 of **Exhibit B***

City further grants permanent easements to the County for the perpetual use of the public and solely for the purposes of construction, re-construction, installation, operation, maintenance, repair, alteration, fencing, rehabilitation or replacement of a Trailhead and parking lot to serve the multi-modal trail and for four (4) drainage detention ponds, all of which are on the Park Property situated in the County of Pueblo, State of Colorado and more particularly described as follows:

*As described in **Exhibit A** attached hereto and commonly referred to as "PE-1 (Trailhead and parking lot)" and "PE-6A, 9, 9A, and 9D (Detention Ponds)". The areas described are depicted on sheets 6 through 11 of **Exhibit B**.*

City further grants temporary construction easements to the County on areas immediately adjacent to the permanent easements set forth above solely for the limited purpose of facilitating construction of the Limited Access Roadway, fencing, the trail, the Trailhead and parking lot, and Detention Ponds. County shall use its best efforts in good faith to use the areas of the permanent easement wherever possible to facilitate its construction of the road, fencing, the trail, the Trailhead and parking lot, and the Detention Ponds and, only if necessary, shall use such additional areas outside of the permanent easements to facilitate construction. Any such additional areas shall be immediately adjacent to and contiguous with the permanent easement areas. Immediately upon the completion of construction on the permanent easements, any such additional areas used to facilitate construction shall be restored by the County at its sole cost and expense to the same or a better condition that existed prior to the commencement of construction.

3. City reserves ownership of and all rights to oil, gas, and minerals on and under said Easement Property and the right to use and occupy the Easement Property for any purpose consistent with the right and privilege above granted and which will not unreasonably interfere with or endanger Grantee's use thereof, including but not limited to, the right of City to keep, maintain or place underground utilities including but not limited to water lines in or through the easements described herein and to access the Limited Access Roadway at locations consistent with, and which will provide vehicle and pedestrian access to, uses including recreational uses contemplated by the Honor Farm Park and Open Space Master Plan (Ordinance No. 7678), as same may be amended (herein collectively the "Access Points"). It is expressly acknowledged that the easements granted herein to the County are solely for the Limited Access Roadway, trail, Trailhead and parking lot, and detention ponds, and does not include underground utilities other than stormwater utilities necessary for proper use and operation of the Roadway and telecommunications facilities to the extent same are made available to City pursuant to the parties April 7, 2014 Information Technology Cooperation Agreement, as same may be amended.

4. County agrees to allow City, at City's sole and separate expense, to construct Access Points within the Easement Area and to facilitate and work with City in good faith with respect to any necessary changes to the Limited Access Roadway which may be occasioned or necessitated by any Access Point. County shall be required to install and maintain fencing and, where required, gates, along the length of both sides of the Easement Area. Gates and fencing shall be constructed in accordance with the standard details and specifications for a Combination Wire Fence with Metal Posts or a Combination Fence with Wooden Posts as shown in **Exhibit C**. Variances from these standards may be granted subject to approval of the City's Director of Public Works and Director of Parks and Recreation.

5. The rights granted under this Easement Agreement are subordinate to all reservations and restrictions of record upon the Park Property, including but not limited to the Conservation Easement. Construction of that portion of the Limited Access Roadway that runs through the Park Property shall not commence until the County in coordination with the City has

submitted notice to the State of Colorado, acting by and through the Department of Natural Resources, for the use and benefit of the Colorado Division of Parks and Outdoor Recreation (herein the "State") pursuant to Sections 6 and 21 of the Conservation Easement and received any required approval by the State pursuant to the Conservation Easement. As the same may pertain to the Limited Access Roadway and any actions taken by County pursuant to this Easement Agreement, County is delegated, and shall perform and/or satisfy and comply with, any obligation of City which may arise under the express terms of the Conservation Easement including but not limited to the obligation to keep the Park Property free of any liens arising out of any work performed for, material furnished to or obligations incurred by, County. County shall be liable and responsible to City for any and all claims, expenses, labilities, damages or actions arising out of County's failure to perform and/or satisfy and comply with any such obligations.

6. It is expressly acknowledged and agreed that City shall have no obligations nor liability with respect to the Limited Access Roadway including but not limited to its construction, reconstruction, installation, operation, patrolling, maintenance, repair, alteration, rehabilitation, removal, or replacement, and County assumes all such obligations and liabilities. In addition, County expressly assumes full liability and responsibility for all injuries and property damage occurring to City, its agents, employees, invitees, contractors, successors and assignees, arising from the construction, operation, maintenance or use of the Limited Access Roadway and use of said easement for the purposes aforesaid. To the extent permitted by law, County agrees to hold harmless, indemnify and defend City from all liability and expense on account of any and all claims, expenses, liabilities, damages to property or injury to or death of persons, or actions arising from or out of the construction, reconstruction, installation, operation, patrolling, maintenance, repair, alteration, rehabilitation, removal, or replacement of the Limited Access Roadway by County or its employees, agents or contractors. In connection with the performance of any such work within the easements as described above, County shall exercise due care to protect City's facilities, if any, including but not limited to water lines in or adjacent to the easements from damage; and County shall be liable to City for all losses and damages sustained by City arising from the performance of any of said work.

7. County acknowledges and agrees that in no event will it locate, erect or cause to be located or erected any building, mobile trailer unit, or other structures upon the Easement Property except for temporary structures utilized during the Limited Access Roadway construction and those structures which have been approved by the State and those which are set forth in the Intergovernmental Agreement, dated February 28, 2022, between the City, County, Pueblo Urban Renewal Authority, Board of Water Works, and the Pueblo West Metropolitan District relating to the construction of a new Pueblo County Detention Facility and the construction of an adjacent new arterial roadway. City shall, in addition, have all other rights available to it under law or equity, and have the right to remove any such building or structure which has not been approved as set forth herein at County's expense.

8. CITY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTY OF TITLE AND WARRANTIES AS TO FITNESS OR USE OF THE EASEMENT PROPERTY. THE RIGHTS GRANTED HEREIN IN THE EASEMENT PROPERTY ARE CONVEYED "AS IS", WITH ALL FAULTS AND SUBJECT TO EXISTING PHYSICAL, ENVIRONMENTAL AND OTHER CONDITIONS INCLUDING BUT NOT LIMITED TO THE PROVISIONS OF THE

CONSERVATION EASEMENT, AND THE EASEMENT AGREEMENT WITH COLORADO SPRINGS UTILITIES (RECEPTION NO. 1896813).

9. County shall not construct any portion of the Limited Access Roadway which crosses or infringes upon the easement rights of Colorado Springs Utilities, an enterprise of the City of Colorado Springs ("CSU"), without written consent of CSU, a copy of which will be delivered to City prior to construction of the Limited Access Roadway on the Park Property.

10. County shall not construct any portion of the Limited Access Roadway which crosses or infringes upon the easement rights of The United States Bureau of Reclamation ("BOR"), without the written consent of the BOR, a copy of which will be delivered to City prior to construction of the Limited Access Roadway on the Park Property.

11. If at any time, the City or any City utility, utility franchise partner, telecommunications or broadband license holder, or other City permittee, including but not limited to the Board of Water Works, needs to install utilities or telecommunications infrastructure within the Limited Access Roadway, notice with construction and traffic control plans shall be given to County at least thirty days prior to any excavation. Such installations shall be made at the expense of the City and/or any City utility, utility franchise partner, telecommunications or broadband license holder, or other City permittee. County permitting and permitting costs if applicable shall be waived upon request of the City.

This Easement Agreement shall be executed upon approval by the respecting governing bodies of the City and the County but shall not be recorded and shall not become effective until seventy (70) days after the County in coordination with the City has submitted notice to the State pursuant to Sections 20 and 21 of the Conservation Easement ("Effective Date").

In event County fails to obtain approval of the State to construct the Limited Access Roadway under the Conservation Easement and to commence construction of the Limited Access Roadway within a period of five (5) years after the Effective Date, this Easement Agreement and all rights, privileges and interests granted herein shall terminate.

The rights, conditions and provisions of this Easement Agreement and the easement granted hereunder shall run with the land and shall inure to the benefit of and be binding upon City and County and their respective successors and assigns.

12. Miscellaneous Provisions.

(a) Notices. All notices and other communications that are required or permitted to be given to the Parties under this Easement Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice through U.S. Mail shall be effective three (3) days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

If to Pueblo:	Mayor City of Pueblo 1 City Hall Place, 2nd Floor Pueblo, Colorado 81003
with a copy to:	City Attorney City of Pueblo 1 City Hall Place, 3rd Floor Pueblo, Colorado 81003
additional copy to:	Director of Public Works City of Pueblo 211 E. D Street Pueblo, Colorado, 81003
If to County:	Chair, Board of County Commissioners 215 W. 10th St. Pueblo, CO 81003
with a copy to:	Pueblo County Attorney 215 W. 10th St. Pueblo, CO 81003

or to such address as such Party may have given to the other by notice pursuant to this paragraph.

(b) Assignment. This Easement Agreement may not be assigned by County without the prior written consent of the City. Any attempted assignment in violation of this provision shall be void.

(c) Attorney's Fees and Costs of Collections. In the event that it becomes necessary for either party to bring any action or proceeding to enforce any provision of this Easement Agreement, to recover damages for a defaulting party's breach of this Easement Agreement, or to seek specific performance of this Easement Agreement, the prevailing party shall be entitled to collect its reasonable attorney's fees and costs of suit in such action or proceeding.

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

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

located in Pueblo County, Colorado.

(f) Waiver. The failure of either of the Parties to insist upon the strict performance of any provisions of this Easement Agreement or to exercise any right, power, or remedy upon a breach thereof shall not constitute a waiver of that or any other provision of this Easement Agreement or limit that Party's right thereafter to enforce any provision or exercise any right. Notwithstanding any other provision of this Easement Agreement, nothing herein is intended, nor shall it be construed or interpreted to create or extend any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred under or by virtue of Federal or State law, including, but not limited to, the provisions of the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, *et seq*.

(g) Counterparts. This Easement Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

(h) Parties Bound by Agreement. This Easement 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 Easement Agreement except as otherwise expressly authorized herein.

(i) Authorizations. The governing bodies of each of the Parties have authorized the execution of this Easement Agreement by resolution or ordinance.

(j) No Third Party Beneficiaries. This Easement Agreement is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to confer any rights upon any persons or entities not named as parties, nor to limit in any way the powers and responsibilities of the Parties or any other entity not a party hereto.

(k) Effect of Invalidity. If any portion of this Easement Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any Party or as to all Parties, the Parties will immediately negotiate valid alternative portion(s) that as nearly as possible give effect to any stricken portion(s).

******SIGNATURE PAGE FOLLOWS******

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first written above.

ATTEST:

_____
Clerk to the Board

PUEBLO COUNTY, COLORADO

By: _____
Chair, Board of County Commissioners

Date: _____

APPROVED AS TO FORM:

_____
County Attorney

ATTEST:

_____
City Clerk

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By: _____
Mayor

Date:_____

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A
ROW-4

January 19, 2023

A portion of the parcels as described in Bargain and Sale Deed, recorded July 2, 2001, as Reception No. 1390538, of the Official Public Records of Pueblo County Colorado, and a portion of the parcel as described in Personal Representative's Deed, recorded December 17, 2015, as Reception No. 2024227, of the Official Public Records of Pueblo County Colorado, all lying within a portion of South Half of Sections 17 and 18, a portion of the Northeast Quarter of Section 20, and a portion of the North Half of Section 21, Township 20 South, Range 65 West, of the 6th Principal Meridian, Pueblo County, Colorado, being more particularly described as follows:

A strip of land, 160 feet in width, lying 80 feet on each side of the following described centerline:

COMMENCING at the West Quarter Corner of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian, Pueblo County, Colorado; thence along the west line of said Section 18, S00°30'52"E (Bearings are based on the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th P.M., monumented at the West Quarter Corner of said Section 18 by a 3-1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3-1/4" brass cap with illegible markings, flush with grade, having a measured bearing and distance of N89°51'59"E, a distance of 5243.79 feet), a distance of 1038.79 feet, to the **POINT OF BEGINNING**; thence leaving said west line along the following nine (9) courses:

1. S89°59'05"E, a distance of 465.86 feet;
2. along the arc of a curve to the left, having a radius of 6437.00 feet, a central angle of 6°51'30", a distance of 770.51 feet;
3. N83°09'25"E, a distance of 1404.09 feet;
4. along the arc of a curve to the right, having a radius of 3907.00 feet, a central angle of 35°15'06", a distance of 2403.82 feet;
5. S61°35'29"E, a distance of 1241.22 feet;
6. S89°59'05"E, a distance of 465.86 feet;
7. S75°51'15"E, a distance of 956.04 feet;
8. along the arc of a curve to the right, having a radius of 9000.00 feet, a central angle of 15°57'03", a distance of 2505.54 feet;
9. S59°54'13"E, a distance of 3904.93 feet,

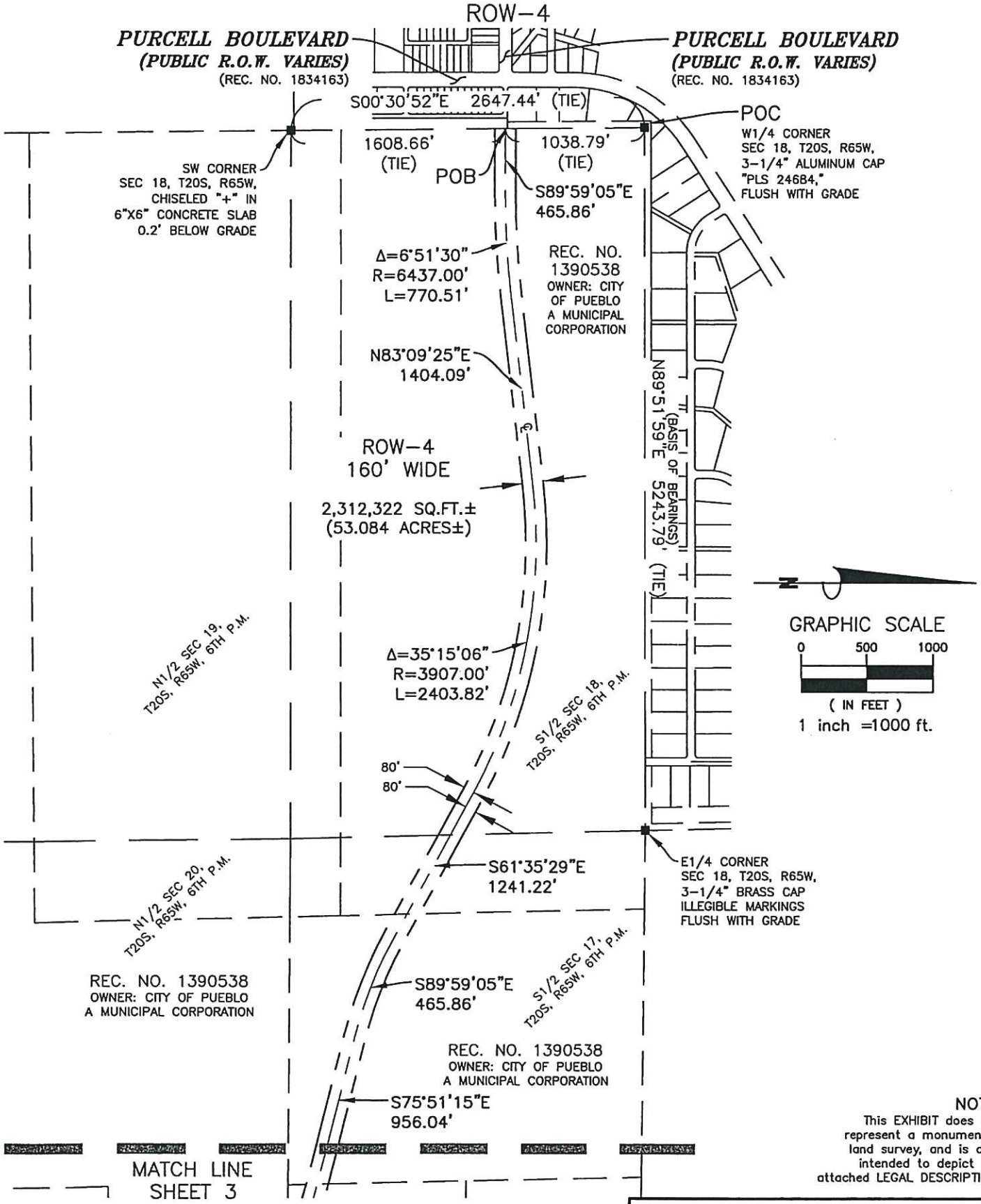
to a point on the north line of the South Half of said Section 21, from whence the East Quarter Corner of said Section 21, monumented by a 3-1/2" brass cap BLM monument, properly marked, flush with grade, bears N89°24'02"E, a distance of 2365.41; said point also being the **POINT OF TERMINUS.**

Sidelines of said strip extend or shorten as necessary to intersect the lines that the **POINT OF BEGINNING** and the **POINT OF TERMINUS** are a part of.

Containing 2,312,322 Sq. Ft. or 53.084 acres, more or less.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

EXHIBIT A

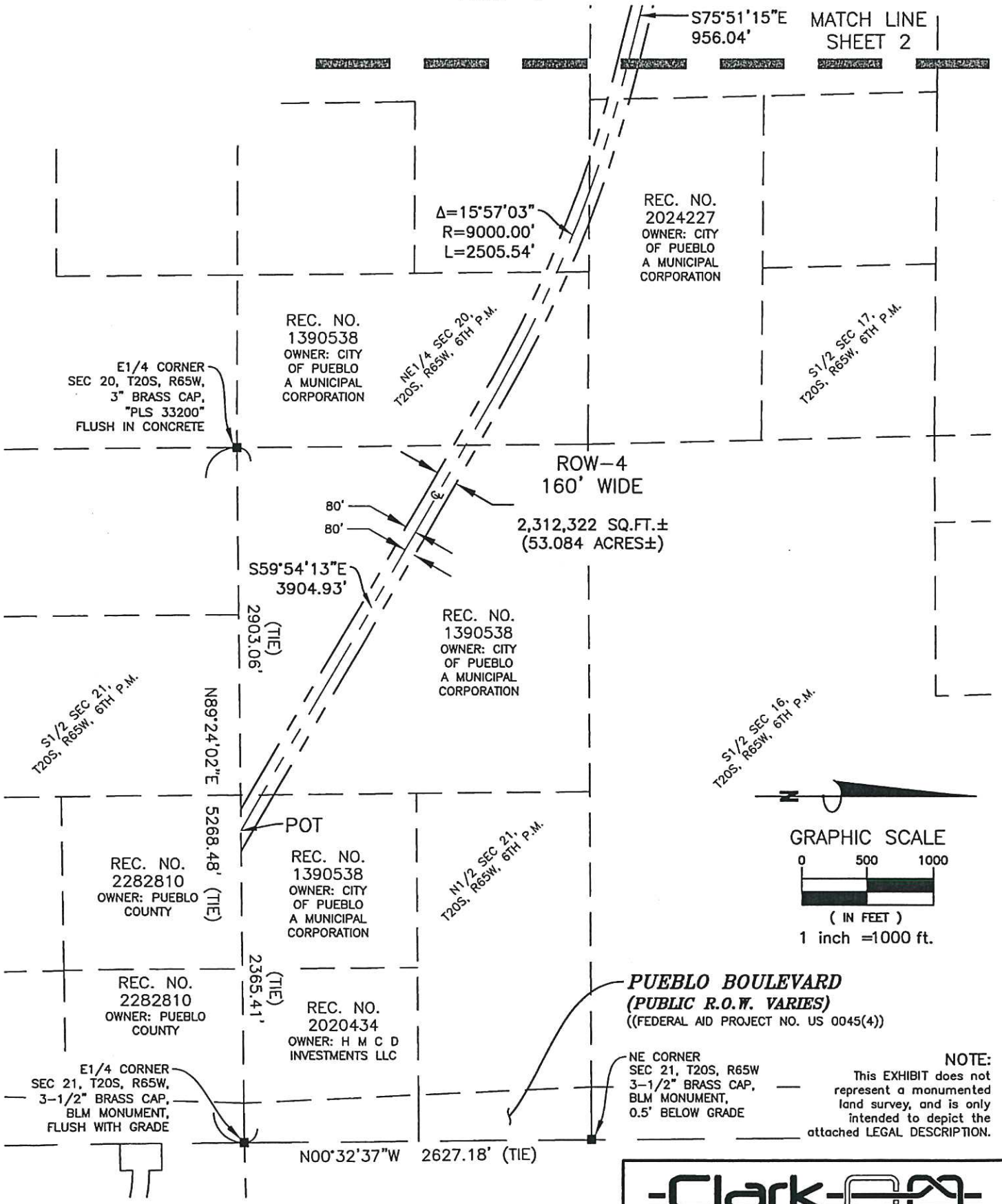


NOTE:
This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

Project No:	Drawn: DWC	Date: 1/19/2023
211562	Check: SLM	Sheet 2 of 3

Clark Land Surveying, Inc
177 S. Tiffany Dr. ● Pueblo West, Co. 81007 ● 719.633.8533
www.clarkls.com

EXHIBIT A
ROW–4



NOTE:
This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

Project No:	Drawn: DWC	Date: 1/19/2023
211562	Check: SLM	Sheet 3 of 3

Clark Land Surveying, Inc
177 S. Tiffany Dr. ● Pueblo West, Co. 81007 ● 719.633.8533
www.clarkls.com

EXHIBIT A
L-PE-1

February 21, 2024

A portion of the parcels as described in Bargain and Sale Deed, recorded July 2, 2001, as Reception No. 1390538, of the Official Public Records of Pueblo County Colorado, being located in the Southwest Quarter of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian, County of Pueblo, State of Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of said Section 18; thence along the west line of said Section 18, S00°30'52"E (Bearings are based on the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th P.M., monumented at the West Quarter Corner of said Section 18 by a 3-1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3-1/4" brass cap with illegible markings, flush with grade, having a measured bearing and distance of N89°51'59"E, a distance of 5243.79 feet), a distance of 1053.83 feet; thence leaving said west line, S89°59'05"E, a distance of 465.86 feet; thence 223.93 feet along the arc of a curve to the right, whose cord bears N89°01'07"E, a distance of 223.92 feet, having a radius of 6437.00 feet, and a central angle of 01°59'36"; thence N01°58'46"W, a distance of 80.00 feet, to the **POINT OF BEGINNING**; thence along the following four (4) courses:

1. 327.12 feet along the arc of a non-tangent curve to the left, whose cord bears N86°32'52"E, a distance of 327.08 feet, having a radius of 6357.00 feet, and a central angle of 02°56'54";
2. N03°48'24"W, a distance of 216.49 feet;
3. S87°59'31"W, a distance of 320.07 feet;
4. S01°58'46"E, a distance of 224.63 feet; to the **POINT OF BEGINNING.**

Containing 71,813 Sq Ft, 1.649 Acres, more or less.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245

EXHIBIT A
STORM EASEMENT (PE-6A)

February 14, 2024

A portion of the parcels described in Bargain and Sale Deed, recorded July 2, 2001, as Reception No. 1390538, in the Official Public Records of Pueblo County, Colorado, also being a portion of the south 1/2 of Section 17 and the north 1/2 of Section 20, Township 20 South, Range 65 West, of the 6th Principal Meridian, Pueblo County, Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian; thence along the west line of said Section 18, S00°30'52"E (Bearings are relative to the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian, monumented at the West Quarter Corner of said Section 18 by a 3-1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3-1/4" brass cap with illegible markings, flush with grade, measured to bear N89°51'59"E, a distance of 5243.79 feet), a distance of 1053.83 feet; thence leaving said west line, for the following nine (9) courses:

1. S89°59'05"E, a distance of 465.86 feet;
2. along the arc of a curve to the left, whose chord bears N86°35'10"E, having a chord length of 770.05 feet, a radius of 6437.00 feet, a delta angle of 6°51'30", a distance of 770.51 feet;
3. N83°09'25"E, a distance of 1,404.09 feet;
4. along the arc of a curve to the right, whose chord bears S79°13'02"E, having a chord length of 2366.08 feet, a radius of 3907.00 feet, a delta angle of 35°15'06", a distance of 2403.82 feet;
5. S61°35'29"E, a distance of 1,241.22 feet;
6. along the arc of a curve to the left, whose chord bears S68°43'22"E, having a chord length of 797.94 feet, a radius of 3213.69 feet, a delta angle of 14°15'47", a distance of 800.00 feet;
7. S75°51'15"E, a distance of 956.04 feet;
8. along the arc of a curve to the right, whose chord bears S74°48'45"E, having a chord length of 327.24 feet, a radius of 9000.00', a delta angle of 2°05'00", a distance of 327.26 feet;
9. S16°13'45"W, a distance of 80.00 feet, to the **POINT OF BEGINNING**;

thence along the following twelve (12) courses:

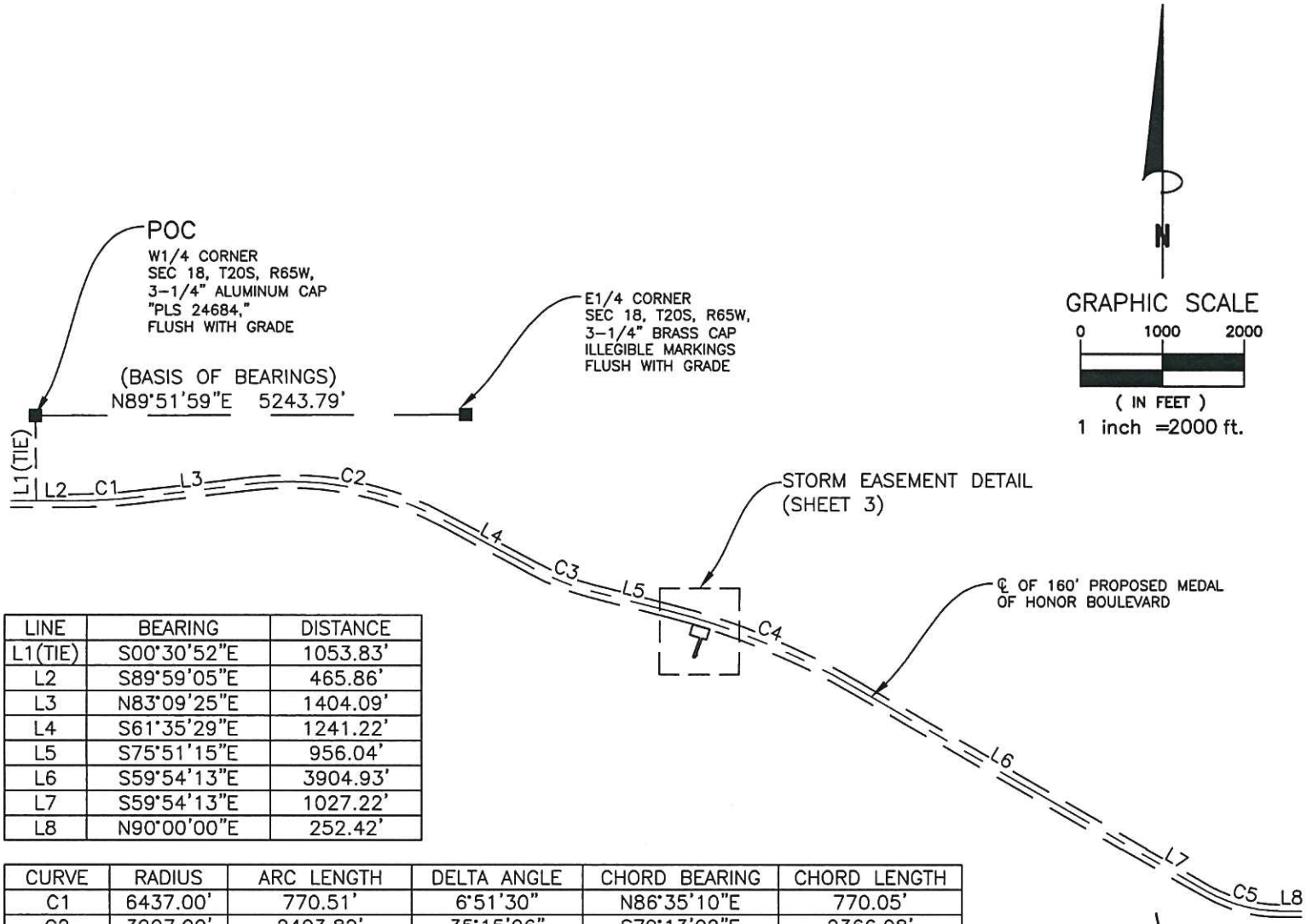
1. along the arc of a non-tangent curve to the right, whose chord bears S73°04'43"E, having a chord length of 215.62 feet, having a radius of 8920.00 feet, a delta angle of 1°23'06", a distance of 215.62 feet;
2. S17°08'58"W, a distance of 128.57 feet;
3. N73°09'53"W, a distance of 57.41 feet;
4. S19°44'23"W, a distance of 203.40 feet;
5. S70°15'37"E, a distance of 10.00 feet;
6. S19°44'23"W, a distance of 20.00 feet;
7. N70°15'37"W, a distance of 10.00 feet;
8. S19°44'23"W, a distance of 28.13 feet;
9. N70°15'37"W, a distance of 30.00 feet;
10. N19°44'23"E, a distance of 250.01 feet;
11. N73°09'53"W, a distance of 127.44 feet;
12. N16°50'07"E, a distance of 128.90 feet, to the **POINT OF BEGINNING**.

Containing 35,526 Sq. Ft, 0.816 Acres, more or less.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245

COLORADO REGISTERED
STEWART L MAPES JR.
38245
02/15/2024
PROFESSIONAL LAND SURVEYOR

EXHIBIT A
STORM EASEMENT (PE-6A)



LINE	BEARING	DISTANCE
L1(TIE)	S00°30'52"E	1053.83'
L2	S89°59'05"E	465.86'
L3	N83°09'25"E	1404.09'
L4	S61°35'29"E	1241.22'
L5	S75°51'15"E	956.04'
L6	S59°54'13"E	3904.93'
L7	S59°54'13"E	1027.22'
L8	N90°00'00"E	252.42'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	6437.00'	770.51'	6°51'30"	N86°35'10"E	770.05'
C2	3907.00'	2403.82'	35°15'06"	S79°13'02"E	2366.08'
C3	3213.69'	800.00'	14°15'47"	S68°43'22"E	797.94'
C4	9000.00'	2505.54'	15°57'03"	S67°52'44"E	2497.45'
C5	1797.00'	943.93'	30°05'47"	S74°57'06"E	933.12'

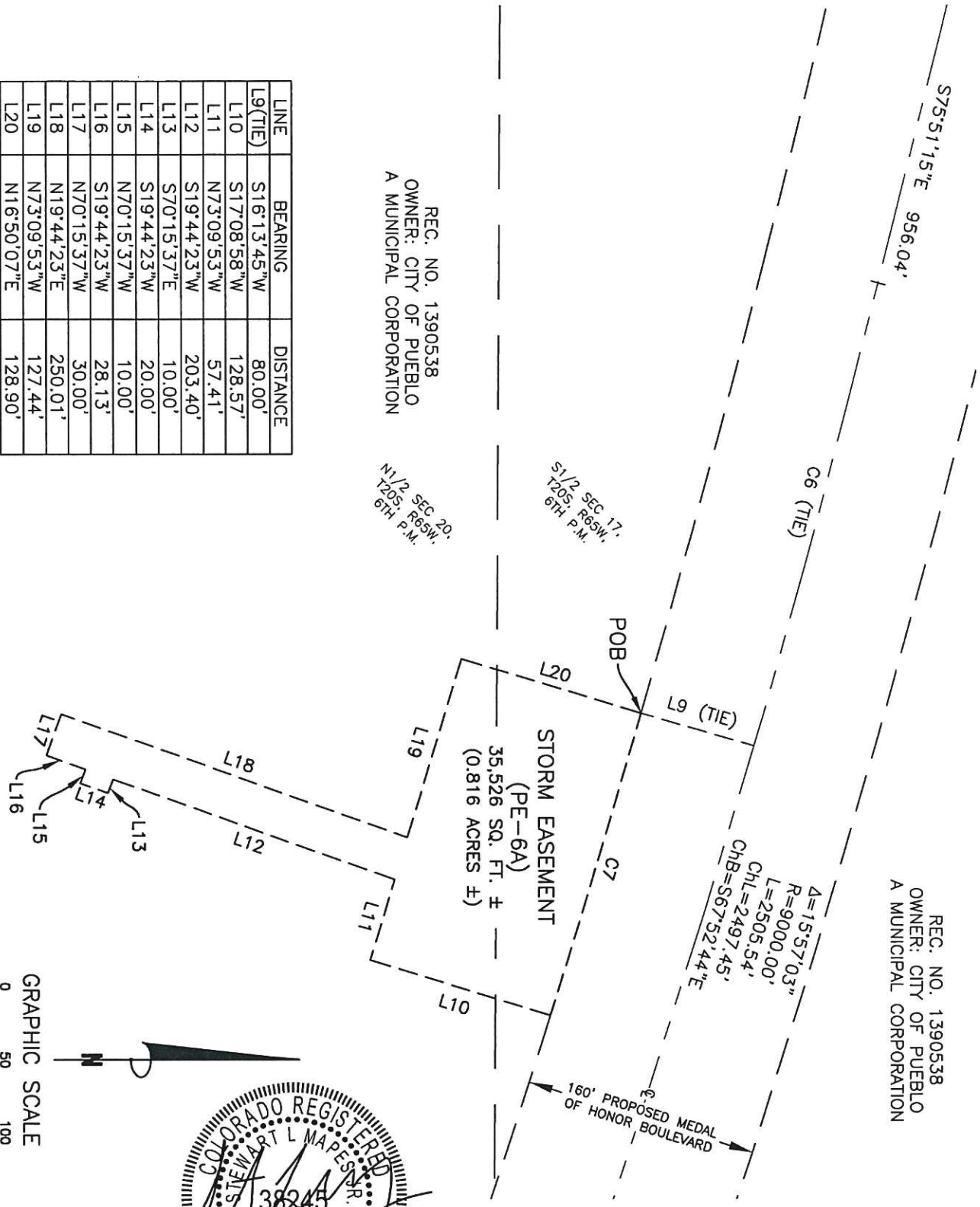
COLORADO REGISTERED
STEWART L MAPES JR.
38243
02/15/2024
PROFESSIONAL LAND SURVEYOR

NOTE:
This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

Clark
177 S. Tiffany Dr. Pueblo West, Co. 81007 719.633.6533
www.clarkla.com

Project No:	Drawn: NSG	Date: 02/14/2024
211562	Check: SLM	Sheet 2 of 3

EXHIBIT A
STORM EASEMENT (PE–6A)



LINE	BEARING	DISTANCE
L9(TIE)	S16°13'45"W	80.00'
L10	S17°08'58"W	128.57'
L11	N73°09'53"W	57.41'
L12	S19°44'23"W	203.40'
L13	S70°15'37"E	10.00'
L14	S19°44'23"W	20.00'
L15	N70°15'37"W	10.00'
L16	S19°44'23"W	28.13'
L17	N70°15'37"W	30.00'
L18	N19°44'23"E	250.01'
L19	N73°09'53"W	127.44'
L20	N16°50'07"E	128.90'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C6	9000.00'	327.26'	2°05'00"	S74°48'45"E	327.24'
C7	8920.00'	215.62'	1°23'06"	S73°04'43"E	215.62'

COLORADO REGISTERED
STEWART L MAPES JR.
38245
02/15/2024
PROFESSIONAL LAND SURVEYOR

NOTE:
This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

Project No: 211562	Drawn: NSG	Date: 02/14/2024
	Check: SLM	Sheet 3 of 3

Clark
177 S. Tiffany Dr. Pueblo West, Co. 81007 719.633.8533
www.clarkds.com

EXHIBIT A
STORM EASEMENT (PE-9)

February 14, 2024

A portion of the parcels described in Bargain and Sale Deed, recorded July 2, 2001, as Reception No. 1390538, in the Official Public Records of Pueblo County, Colorado, also being a portion of the northwest 1/4 of Section 21, Township 20 South, Range 65 West, of the 6th Principal Meridian, Pueblo County, Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian; thence along the west line of said Section 18, S00°30'52"E (Bearings are relative to the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian, monumented at the West Quarter Corner of said Section 18 by a 3-1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3-1/4" brass cap with illegible markings, flush with grade, measured to bear N89°51'59"E, a distance of 5243.79 feet), a distance of 1053.83 feet; thence leaving said west line, for the following ten (10) courses:

1. S89°59'05"E, a distance of 465.86 feet;
2. along the arc of a curve to the left, whose chord bears N86°35'10"E, having a chord length of 770.05 feet, a radius of 6437.00 feet, a delta angle of 6°51'30", a distance of 770.51 feet;
3. N83°09'25"E, a distance of 1,404.09 feet;
4. along the arc of a curve to the right, whose chord bears S79°13'02"E, having a chord length of 2366.08 feet, a radius of 3907.00 feet, a delta angle of 35°15'06", a distance of 2403.82 feet;
5. S61°35'29"E, a distance of 1,241.22 feet;
6. along the arc of a curve to the left, whose chord bears S68°43'22"E, having a chord length of 797.94 feet, a radius of 3213.69 feet, a delta angle of 14°15'47", a distance of 800.00 feet;
7. S75°51'15"E, a distance of 956.04 feet;
8. along the arc of a curve to the right, whose chord bears S67°52'44"E, having a chord length of 2497.45 feet, a radius of 9000.00', a delta angle of 15°57'03", a distance of 2505.54 feet;
9. S59°54'13", a distance of 3353.49 feet;
10. N30°05'47"E, a distance of 80.00 feet, to the **POINT OF BEGINNING**;

thence along the following four (4) courses:

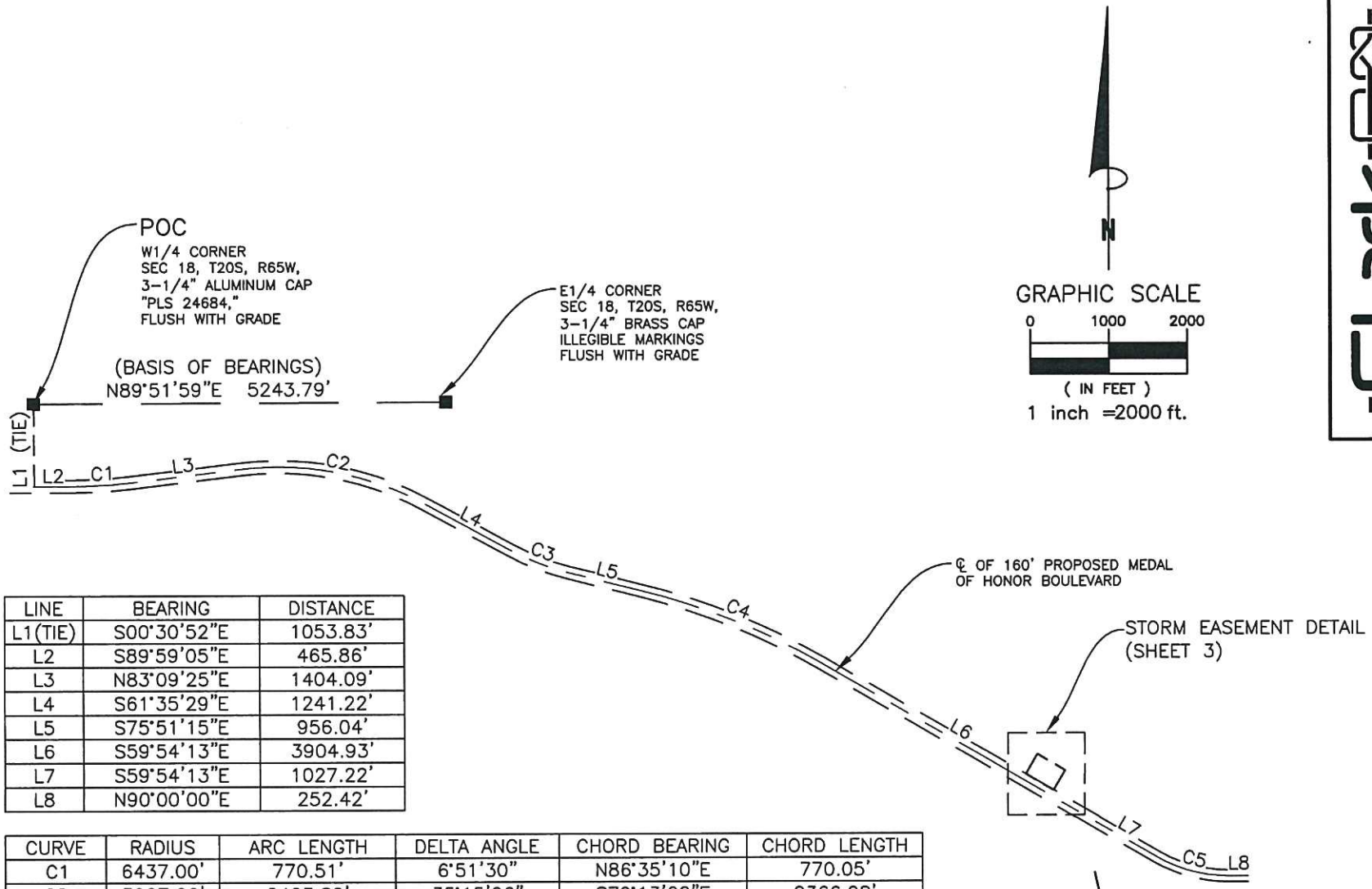
1. N59°54'13"W, a distance of 408.53 feet;
2. N30°05'47"E, a distance of 289.74 feet;
3. S59°54'13"E, a distance of 408.53 feet;
4. S30°05'47"W, a distance of 289.74 feet, to the **POINT OF BEGINNING**.

Containing 118,369 Sq. Ft, 2.717 Acres, more or less.

COLORADO REGISTERED
STEWART L MAPES JR.
38245
02/15/2024
PROFESSIONAL LAND SURVEYOR

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245

EXHIBIT A
STORM EASEMENT (PE-9)



LINE	BEARING	DISTANCE
L1(TIE)	S00°30'52"E	1053.83'
L2	S89°59'05"E	465.86'
L3	N83°09'25"E	1404.09'
L4	S61°35'29"E	1241.22'
L5	S75°51'15"E	956.04'
L6	S59°54'13"E	3904.93'
L7	S59°54'13"E	1027.22'
L8	N90°00'00"E	252.42'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	6437.00'	770.51'	6°51'30"	N86°35'10"E	770.05'
C2	3907.00'	2403.82'	35°15'06"	S79°13'02"E	2366.08'
C3	3213.69'	800.00'	14°15'47"	S68°43'22"E	797.94'
C4	9000.00'	2505.54'	15°57'03"	S67°52'44"E	2497.45'
C5	1797.00'	943.93'	30°05'47"	S74°57'06"E	933.12'

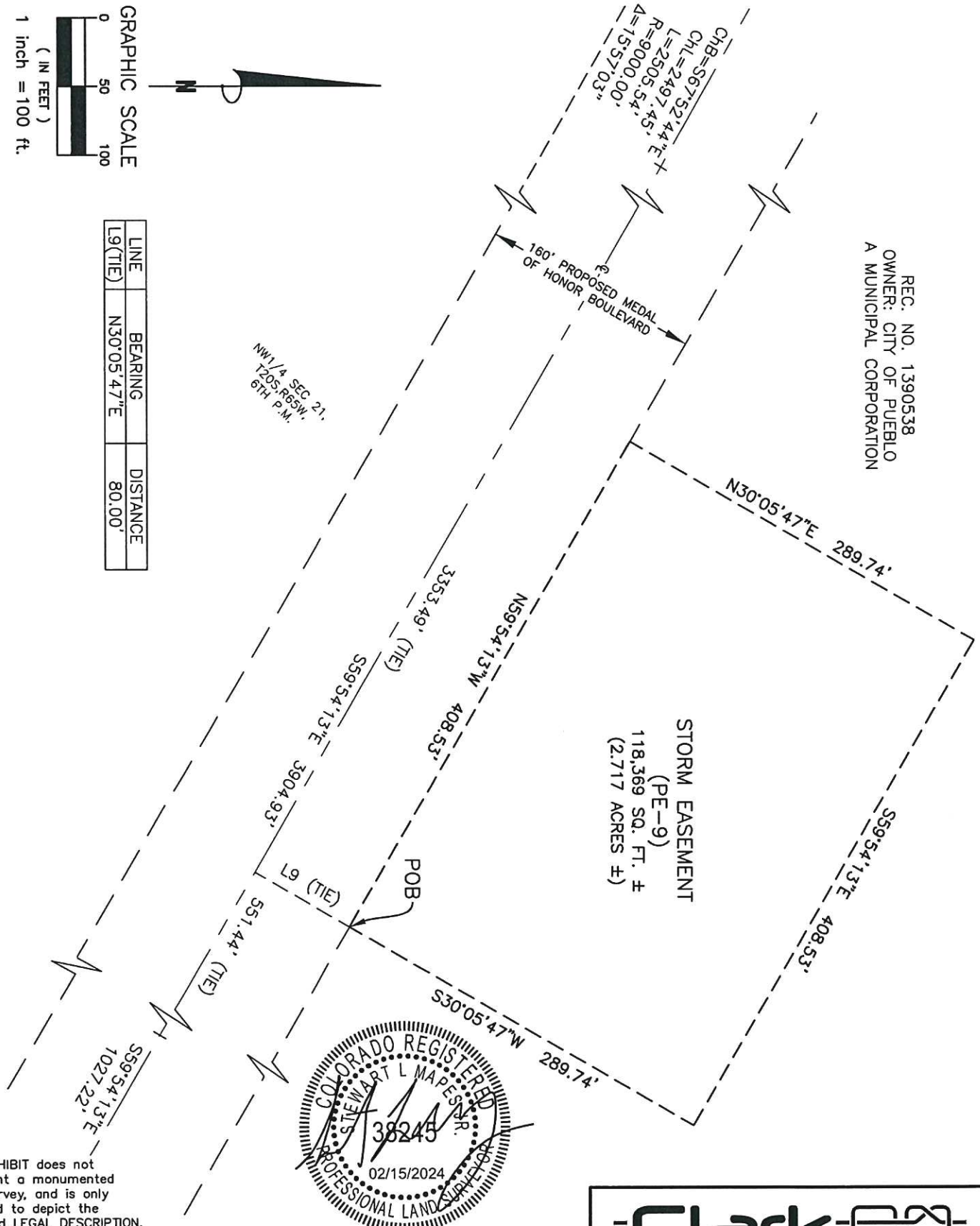
COLORADO REGISTERED
ROBERT L MAPES JR.
STEWART
38245
02/15/2024
PROFESSIONAL LAND SURVEYOR

NOTE:
This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

Clark
177 S. Tiffany Dr. Pueblo West, Co. 81007 719.633.5633
www.clarkla.com

Project No:	Drawn: NSG	Date: 02/14/2024
211562	Check: SLM	Sheet 2 of 3

EXHIBIT A
STORM EASEMENT (PE–9)



LINE	BEARING	DISTANCE
L9(TIE)	N30°05'47"E	80.00'

NOTE:
This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

Project No:	Drawn: NSG	Date: 02/14/2024
211562	Check: SLM	Sheet 3 of 3

Clark
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www.clarkls.com

EXHIBIT A
STORM EASEMENT (PE-9A)

February 14, 2024

A portion of the parcels described in Bargain and Sale Deed, recorded July 2, 2001, as Reception No. 1390538, in the Official Public Records of Pueblo County, Colorado, also being a portion of the northeast 1/4 of Section 20 and the northwest 1/4 of Section 21, Township 20 South, Range 65 West, of the 6th Principal Meridian, Pueblo County, Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian; thence along the west line of said Section 18, S00°30'52"E (Bearings are relative to the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian, monumented at the West Quarter Corner of said Section 18 by a 3-1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3-1/4" brass cap with illegible markings, flush with grade, measured to bear N89°51'59"E, a distance of 5243.79 feet), a distance of 1053.83 feet; thence leaving said west line, for the following ten (10) courses:

1. S89°59'05"E, a distance of 465.86 feet;
2. along the arc of a curve to the left, whose chord bears N86°35'10"E, having a chord length of 770.05 feet, a radius of 6437.00 feet, a delta angle of 6°51'30", a distance of 770.51 feet;
3. N83°09'25"E, a distance of 1,404.09 feet;
4. along the arc of a curve to the right, whose chord bears S79°13'02"E, having a chord length of 2366.08 feet, a radius of 3907.00 feet, a delta angle of 35°15'06", a distance of 2403.82 feet;
5. S61°35'29"E, a distance of 1,241.22 feet;
6. along the arc of a curve to the left, whose chord bears S68°43'22"E, having a chord length of 797.94 feet, a radius of 3213.69 feet, a delta angle of 14°15'47", a distance of 800.00 feet;
7. S75°51'15"E, a distance of 956.04 feet;
8. along the arc of a curve to the right, whose chord bears S67°52'44"E, having a chord length of 2497.45 feet, a radius of 9000.00', a delta angle of 15°57'03", a distance of 2505.54 feet;
9. S59°54'13", a distance of 254.79 feet;
10. S30°05'47"W, a distance of 80.00 feet, to the **POINT OF BEGINNING**;

thence along the following nine (9) courses:

1. S59°54'13"E, a distance of 437.78 feet;
2. S29°06'12"W, a distance of 127.49 feet;
3. S87°59'31"W, a distance of 35.28 feet;
4. N00°32'25"W, a distance of 22.47 feet;
5. N73°36'24"W, a distance of 58.68 feet;
6. S80°57'20"W, a distance of 94.06 feet;
7. N10°08'42"W, a distance of 66.21 feet;
8. N60°16'54"W, a distance of 227.34 feet;
9. N30°37'50"E, a distance of 151.14 feet, to the **POINT OF BEGINNING**.

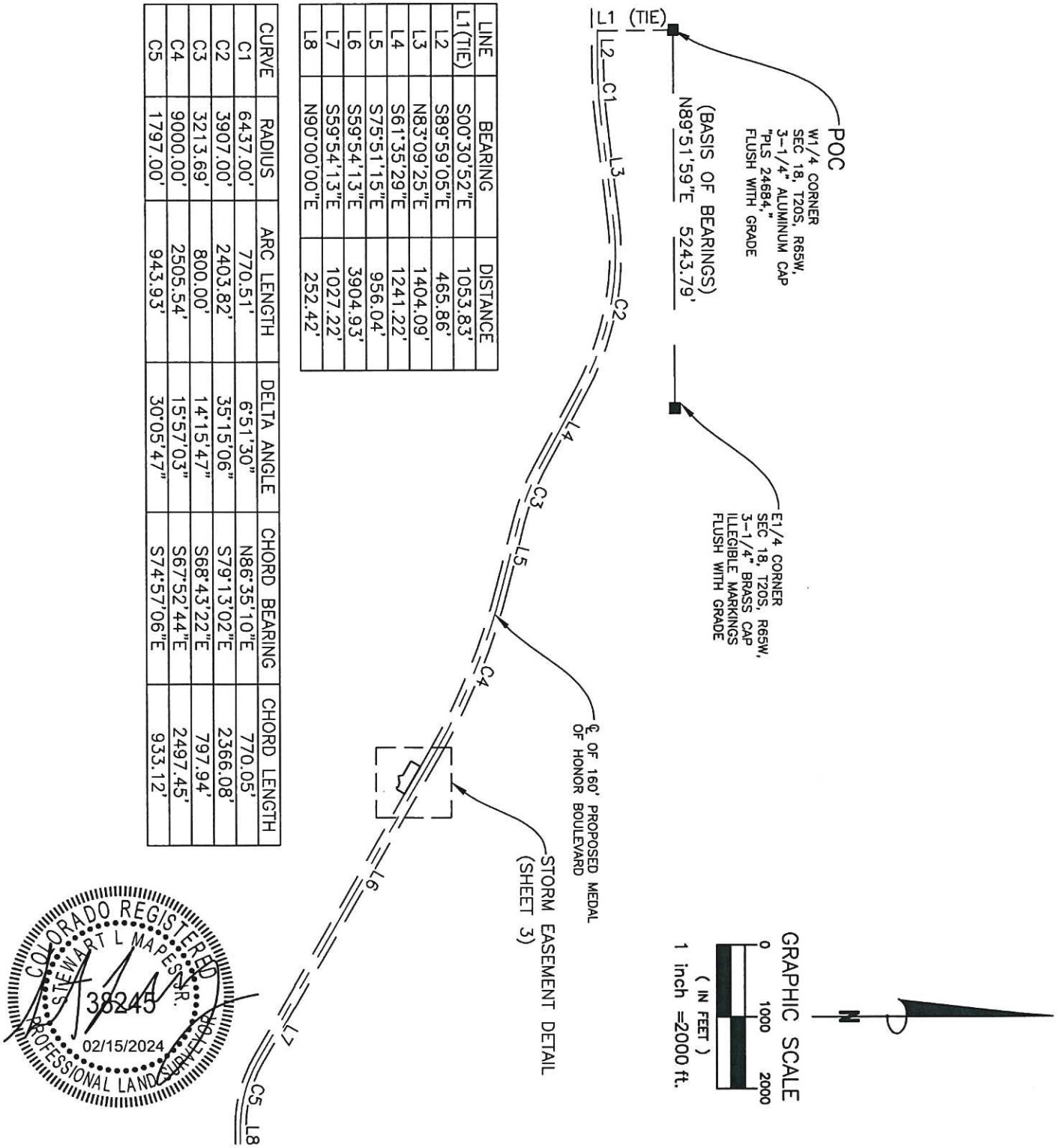
Containing 67,140 Sq. Ft, 1.541 Acres, more or less.

COLORADO REGISTERED
STEWART L MAPES JR.
38245
02/15/2024
PROFESSIONAL LAND SURVEYOR

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245

EXHIBIT A

STORM EASEMENT (PE–9A)



LINE	BEARING	DISTANCE
L1(TIE)	S00°30'52"E	1053.83'
L2	S89°59'05"E	465.86'
L3	N83°09'25"E	1404.09'
L4	S61°35'29"E	1241.22'
L5	S75°51'15"E	956.04'
L6	S59°54'13"E	3904.93'
L7	S59°54'13"E	1027.22'
L8	N90°00'00"E	252.42'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	6437.00'	770.51'	6°51'30"	N86°35'10"E	770.05'
C2	3907.00'	2403.82'	35°15'06"	S79°13'02"E	2366.08'
C3	3213.69'	800.00'	14°15'47"	S68°43'22"E	797.94'
C4	9000.00'	2505.54'	15°57'03"	S67°52'44"E	2497.45'
C5	1797.00'	943.93'	30°05'47"	S74°57'06"E	933.12'

COLORADO REGISTERED
STEWART L MAPES JR.
38245
02/15/2024
PROFESSIONAL LAND SURVEYOR

NOTE:
This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

Project No:	Drawn: NSG	Date: 02/14/2024
211562	Check: SLM	Sheet 2 of 3

Clark
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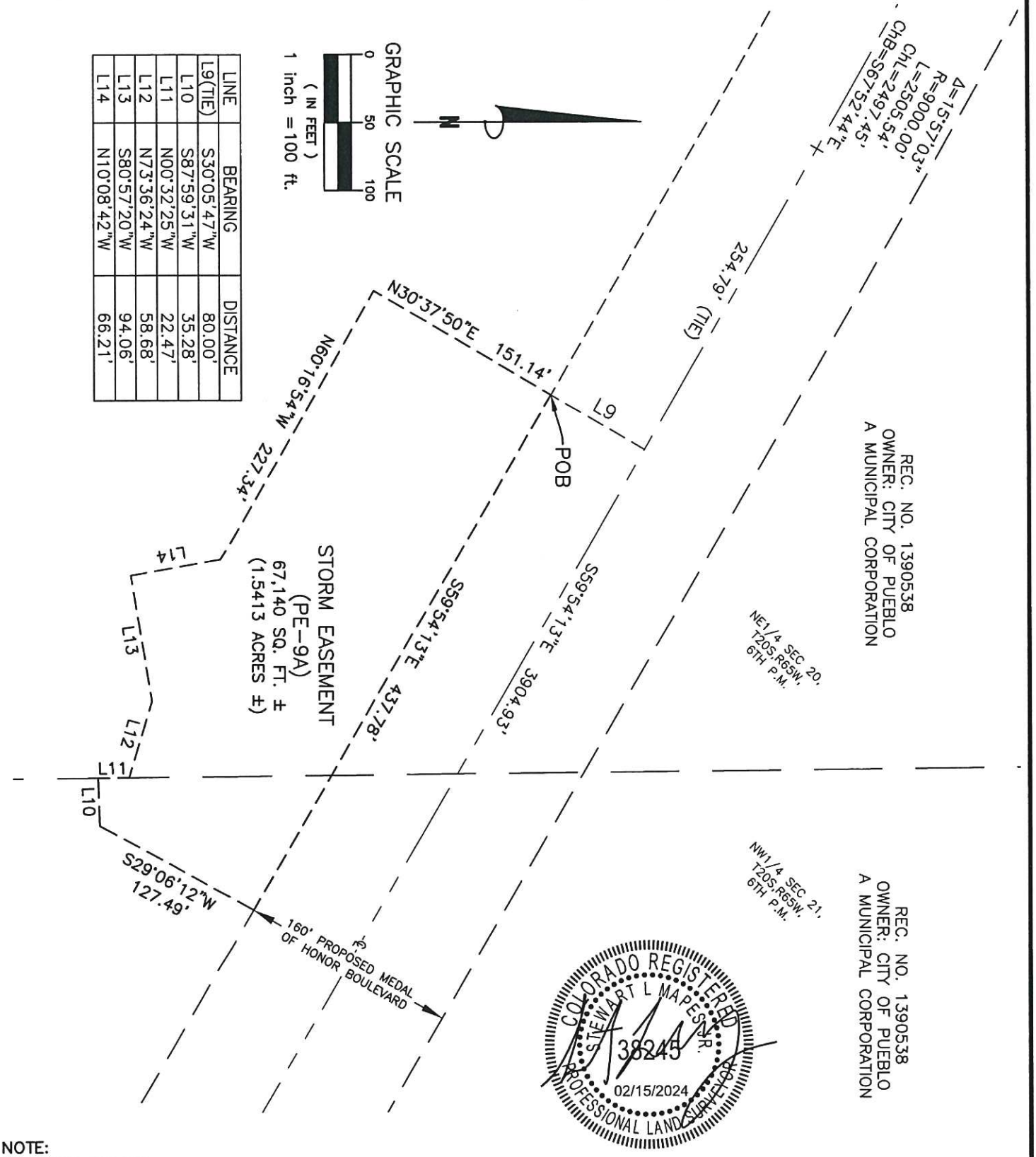
EXHIBIT A

STORM EASEMENT (PE–9A)



LINE	BEARING	DISTANCE
L9(TIE)	S30°05'47"W	80.00'
L10	S87°59'31"W	35.28'
L11	N00°32'25"W	22.47'
L12	N73°36'24"W	58.68'
L13	S80°57'20"W	94.06'
L14	N10°08'42"W	66.21'

COLORADO REGISTERED
STEWART L MAPES JR.
38245
02/15/2024
PROFESSIONAL LAND SURVEYOR

NOTE:
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Project No:	Drawn: NSG	Date: 02/14/2024
211562	Check: SLM	Sheet 3 of 3

Clark
177 S. Tiffany Dr. Pueblo West, Co. 81007 719.633.8533
www.clarkla.com

EXHIBIT A
STORM EASEMENT (PE-9D)

February 14, 2024

A portion of the parcels described in Bargain and Sale Deed, recorded July 2, 2001, as Reception No. 1390538, in the Official Public Records of Pueblo County, Colorado, also being a portion of the southwest 1/4, northwest 1/4, and the northeast 1/4 of Section 21, Township 20 South, Range 65 West, of the 6th Principal Meridian, Pueblo County, Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian; thence along the west line of said Section 18, S00°30'52"E (Bearings are relative to the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian, monumented at the West Quarter Corner of said Section 18 by a 3-1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3-1/4" brass cap with illegible markings, flush with grade, measured to bear N89°51'59"E, a distance of 5243.79 feet), a distance of 1053.83 feet; thence leaving said west line, for the following ten (10) courses:

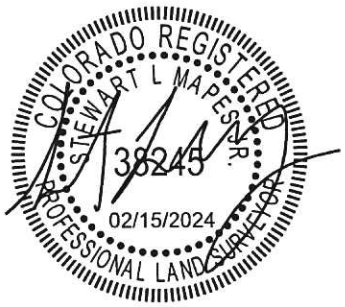
1. S89°59'05"E, a distance of 465.86 feet;
2. along the arc of a curve to the left, whose chord bears N86°35'10"E, having a chord length of 770.05 feet, a radius of 6437.00 feet, a delta angle of 6°51'30", a distance of 770.51 feet;
3. N83°09'25"E, a distance of 1,404.09 feet;
4. along the arc of a curve to the right, whose chord bears S79°13'02"E, having a chord length of 2366.08 feet, a radius of 3907.00 feet, a delta angle of 35°15'06", a distance of 2403.82 feet;
5. S61°35'29"E, a distance of 1,241.22 feet;
6. along the arc of a curve to the left, whose chord bears S68°43'22"E, having a chord length of 797.94 feet, a radius of 3213.69 feet, a delta angle of 14°15'47", a distance of 800.00 feet;
7. S75°51'15"E, a distance of 956.04 feet;
8. along the arc of a curve to the right, whose chord bears S67°52'44"E, having a chord length of 2497.45 feet, a radius of 9000.00', a delta angle of 15°57'03", a distance of 2505.54 feet;
9. S59°54'13", a distance of 3157.70 feet;
10. S30°05'47"W, a distance of 80.00 feet, to the **POINT OF BEGINNING**;

thence along the following eighteen (18) courses:

1. S59°54'13"E, a distance of 548.32 feet;
2. S30°05'47"W, a distance of 38.09 feet;
3. S89°24'02"W, a distance of 36.28 feet;
4. S00°32'06"E, a distance of 61.23 feet;
5. S30°05'47"W, a distance of 25.20 feet;
6. N59°54'13"W, a distance of 70.13 feet;
7. N30°05'47"E, a distance of 19.50 feet;
8. N59°54'13"W, a distance of 214.76 feet;

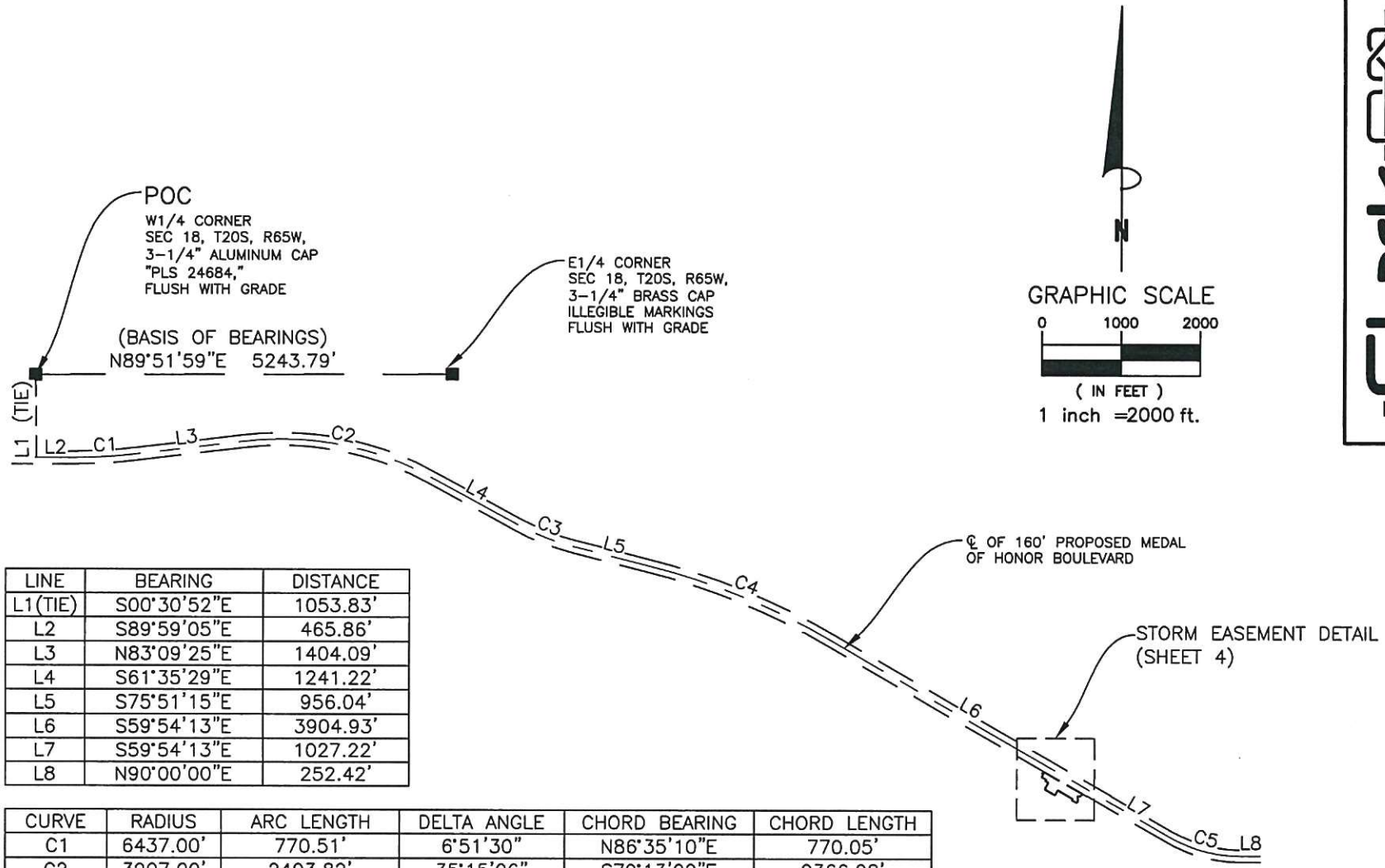
9. S30°05'47"W, a distance of 70.51 feet;
10. N59°54'13"W, a distance of 149.91 feet;
11. N30°05'47"E, a distance of 93.26 feet;
12. N54°21'32"W, a distance of 46.12 feet;
13. N34°11'34"E, a distance of 14.93 feet;
14. N59°54'11"W, a distance of 67.45 feet;
15. N30°05'49"E, a distance of 45.00 feet;
16. N59°54'11"W, a distance of 23.72 feet;
17. N75°05'47"E, a distance of 31.80 feet;
18. N30°05'47"E, a distance of 5.41 feet, to the **POINT OF BEGINNING**.

Containing 70,080 Sq. Ft, 1.610 Acres, more or less.



Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245

EXHIBIT A
STORM EASEMENT (PE-9D)



LINE	BEARING	DISTANCE
L1(TIE)	S00°30'52"E	1053.83'
L2	S89°59'05"E	465.86'
L3	N83°09'25"E	1404.09'
L4	S61°35'29"E	1241.22'
L5	S75°51'15"E	956.04'
L6	S59°54'13"E	3904.93'
L7	S59°54'13"E	1027.22'
L8	N90°00'00"E	252.42'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	6437.00'	770.51'	6°51'30"	N86°35'10"E	770.05'
C2	3907.00'	2403.82'	35°15'06"	S79°13'02"E	2366.08'
C3	3213.69'	800.00'	14°15'47"	S68°43'22"E	797.94'
C4	9000.00'	2505.54'	15°57'03"	S67°52'44"E	2497.45'
C5	1797.00'	943.93'	30°05'47"	S74°57'06"E	933.12'

COLORADO REGISTERED
ROBERT L MAPES JR.
STEWART
38243
02/15/2024
PROFESSIONAL LAND SURVEYOR

NOTE:
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Clark
177 S. Tiffany Dr. Pueblo West, Co. 81007 719.533.6533
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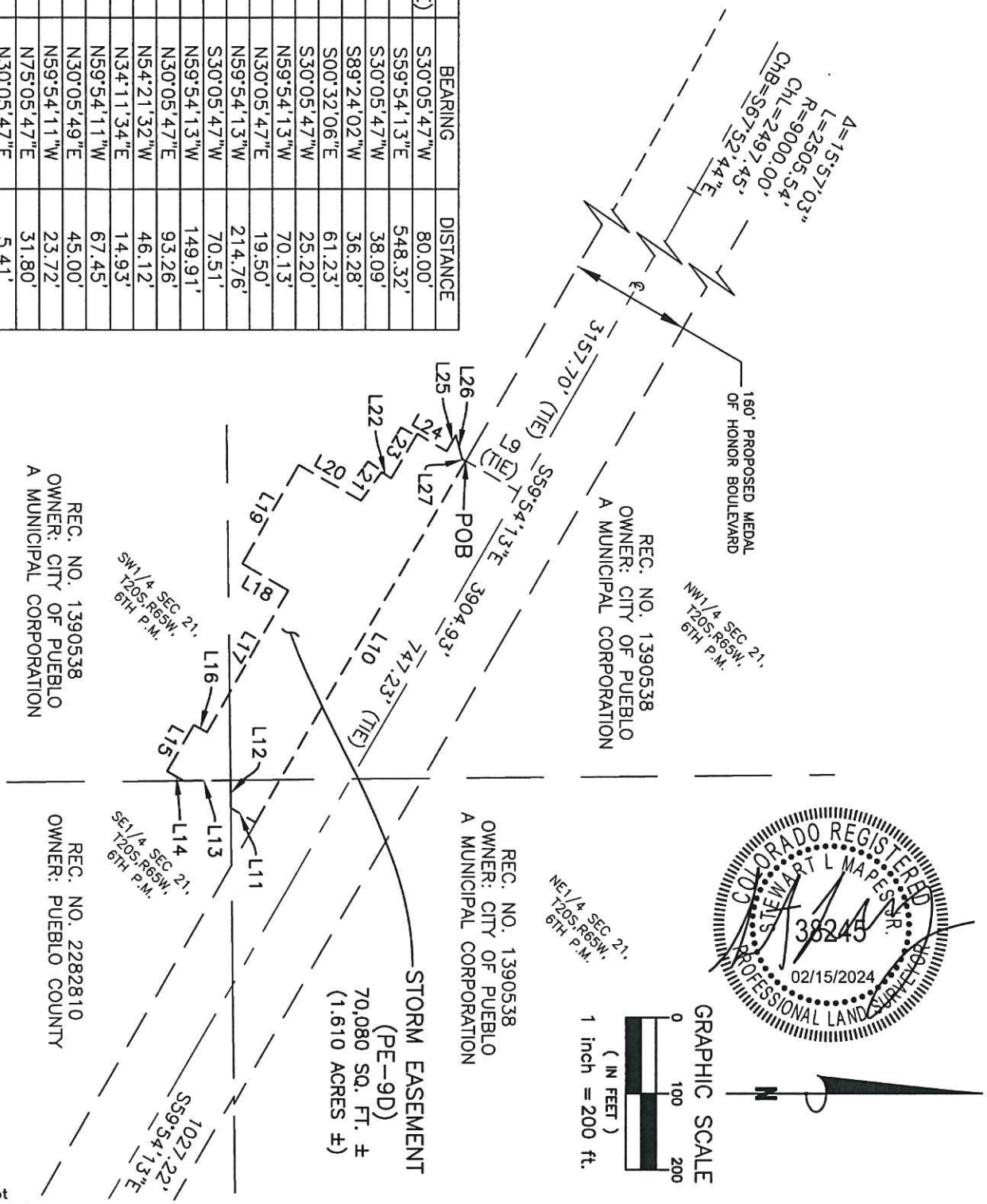
Project No:	Drawn: NSG	Date: 02/14/2024
211562	Check: SLM	Sheet 3 of 4

EXHIBIT A

STORM EASEMENT (PE-9D)

LINE	BEARING	DISTANCE
L9(TIE)	S30°05'47"W	80.00'
L10	S59°54'13"E	548.32'
L11	S30°05'47"W	38.09'
L12	S89°24'02"W	36.28'
L13	S00°32'06"E	61.23'
L14	S30°05'47"W	25.20'
L15	N59°54'13"W	70.13'
L16	N30°05'47"E	19.50'
L17	N59°54'13"W	214.76'
L18	S30°05'47"W	70.51'
L19	N59°54'13"W	149.91'
L20	N30°05'47"E	93.26'
L21	N54°21'32"W	46.12'
L22	N34°11'34"E	14.93'
L23	N59°54'11"W	67.45'
L24	N30°05'49"E	45.00'
L25	N59°54'11"W	23.72'
L26	N75°05'47"E	31.80'
L27	N30°05'47"E	5.41'



NOTE:
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Project No: 211562	Drawn: NSG	Date: 02/14/2024
	Check: SLM	Sheet 4 of 4

Clark

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VICINITY MAP

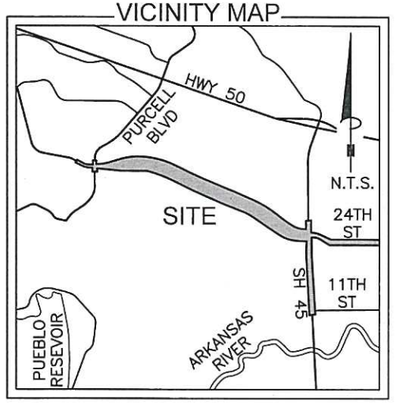


EXHIBIT
B

SHEET NO:	INDEX OF SHEETS
1–2	Title Sheet
3	Key Map
4	Tabulation
5	Control Sheet
6–12	Plan Sheets
13	Detail Sheet

SURVEYOR'S NOTES:

1. Basis of Bearings: Bearings are based on the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th P.M., monumented at the West Quarter Corner of said Section 18 by a 3–1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3–1/4" brass cap with illegible markings, flush with grade, having a measured bearing and distance of N89°51'59"E, a distance of 5243.79 feet.
2. Basis of Elevations: Elevations are based on (NAVD 88).
3. Coordinate Datum: Survey is relative to modified Colorado State Plane Coordinate System, South Zone (0503), Combined scale factor of 1.000256091277. Scaling is based on Site Benchmark.
4. This Land Survey Control Diagram is not a boundary survey of the adjoining property and is prepared for the Pueblo County, Colorado purposes only. No determination has been made to determine if the found monuments as shown are in their proper position or if they are at the corners they are intended to monument.
5. This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership, easements or rights of way of record. The client did not wish for easements and rights of way researched or shown. This survey does not take into consideration additional facts that an accurate and correct title search might disclose including, but not limited to, descriptions contained in deeds for adjacent properties.
4. Survey is relative to modified Colorado State Plane Coordinate System, South Zone (0503), Combined scale factor of 1.000256091277. Scaling is based on Site Benchmark.
6. Field work for this survey was completed on March 29, 2022.
7. The owner names and tax parcel data shown hereon are based upon the public records available at the original date of this survey. Current ownership and tax parcel data should be verified for accuracy.
8. Substantial snow cover existed on the site at the time of this survey. Visible improvements shown hereon are subject to these limitations.
9. Properties are subject to Reservations contained in the Patent recorded December 19, 1892 in Book 149, Page 81, blanket in nature.
10. Properties are subject to Reservations contained in the Patent recorded June 30, 1982 in Book 91, Page 84, blanket in nature.
11. Properties are subject to Reservations contained in the Patent recorded June 23, 1888 in Book 61, Page 275, blanket in nature.
12. Properties are subject to Reservations contained in the Patent recorded December 19, 1892 in Book 91, Page 322, blanket in nature.

SURVEYOR'S NOTES:

13. Properties are subject to Reservations contained in the Patent recorded December 19, 1892 in Book 91, Page 325, blanket in nature.
14. Properties are subject to Reservations contained in the Patent recorded June 15, 1982 in Book 91, Page 269, blanket in nature.
15. Properties are subject to Reservations contained in the Patent recorded February 13, 1897 in Book 183, Page 387, blanket in nature.
16. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Easement Agreement as set forth recorded November 11, 1956 in Book 1313, Page 595, approximate location as shown heron.
17. Properties are subject to Right–of–Way. Wether in fee or easement only granted to the United States of America recorded June 30, 1982 in Book 91, Page 84.
18. Properties are subject to the the terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth recorded March 27, 1972 in Book 1713, Page 85, blanket in nature.
Note: Supplemental Trust Indenture from Southern Colorado Power Company Trustee, dated November 1, 1957 and recorded December 9, 1958 in Book 1344 Page 1.
19. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Deed as set forth recorded March 25, 1979 in Book 1978, Page 447, approximate location as shown heron.
20. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Contract and Grant of Surge Tank, Temporary Access Road, Temporary Construction, and Water Pipeline Right–of–Way Easement as set forth recorded April 23, 1979 in Book 1982, Page 22, approximate location as shown heron.
21. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth recorded May 10, 1979 in Book 1984, Page 866, approximate location as shown heron.
22. Properties are subject to the map of Fountain Valley Conduit recorded September 25, 1981 in Book 2087, Page 810, no description.
23. Properties are subject to the Easement, weather in fee or easement only to Pueblo West Metropolitan District, a municipal corporation recorded September 19, 1998 at Reception No. 1239581, approximate location as shown heron.
24. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Deed of Conversation Easement Honor Farm Open Space & Park Parcels City of Pueblo as set fourth recorded July 2, 2001 at reception No. 1390542, blanket in nature.

Clark Land Surveying, Inc
177 S. Tiffany Dr. • Pueblo West, Co. 81007 • 719.633.8533
www.clarkls.com

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

RIGHT-OF-WAY PLAN
TITLE SHEET

A PORTION OF S13, T20S, R66W, 6TH P.M. AND S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M., PUEBLO COUNTY, STATE OF COLORADO

Project No. 211562 | Drawn By: DWC | Date: 1/18/2022 | Checked By: SLM | Sheet 1 of 13

SURVEYOR'S NOTES:

25. Properties are subject to the Easements(s) for the Purpose(s) shown below and rights incidental thereto, granted in a document recorded September 18, 2003 at Reception No. 1526546, approximate location as shown heron.

26. Properties are subject to the effect of the inclusion of subject property within Pueblo County Conservation District as evidence by the Order Approving the Amended Official Plan for Pueblo County Conservation District as set forth recorded August 1, 2007 at Reception No. 1736292, blanket in nature.

27. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Permanent Easement Agreement as set forth recorded January 3, 2012 at Reception No. 1895184, approximate location as shown heron.

28. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Easement Agreement as set forth recorded January 20, 2012 at reception No. 1896813, approximate location as shown heron.

29. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Memorandum of Solar Energy and Energy Storage Lease Agreement as set forth recorded March 28, 2022 at reception No. 2270323, blanket in nature.

SURVEYOR'S STATEMENT:

On the basis of my knowledge, information and belief, I hereby state and declare that this drawing was prepared under my direct supervision to the standard of care of surveyors practicing in the State of Colorado and that the information shown hereon is true and correct to the best of my knowledge and belief.

This statement is neither a warranty nor a guarantee, either expressed or implied.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

EXHIBIT
B

Clark Land Surveying, Inc
177 S. Tiffany Dr. • Pueblo West, Co. 81007 • 719.633.8533
www.clarkls.com

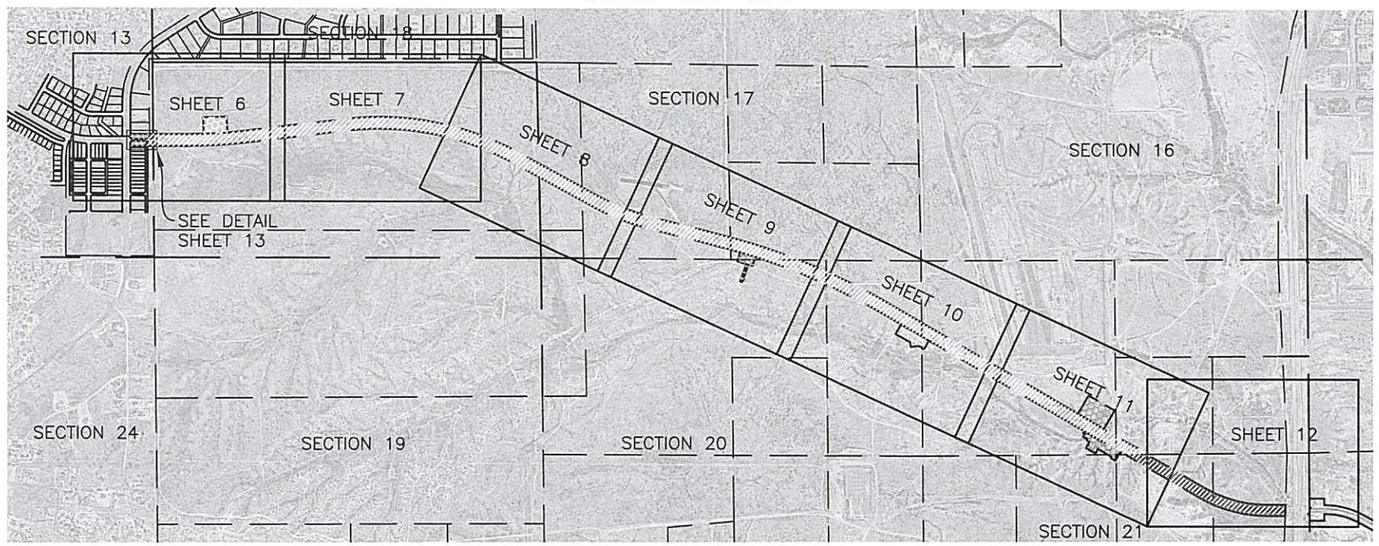
Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

RIGHT-OF-WAY PLAN
TITLE SHEET
A PORTION OF S13, T20S, R66W, 6TH P.M. AND S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M., PUEBLO COUNTY, STATE OF COLORADO

Project No. 211562
Drawn By: DWC
Date: 1/18/2022
Checked By: SLM
Sheet 2 of 13

EXHIBIT B

SHEET KEY MAP



LEGEND

- FOUND MONUMENT (ALIQUOT)
- FOUND CONTROL POINT
- SET CONTROL POINT
- FOUND MONUMENT (AS NOTED)
- 1 NO. 3 REBAR AT GRADE LEVEL
- SET MONUMENT (AS NOTED)
- MAILBOX
- BOLLARD
- SIGN
- CHAIN LINK FENCE
- BARBWIRE FENCE
- WOOD FENCE
- GUARD RAIL
- CONCRETE AREA

N

GRAPHIC SCALE

0 1000 2000

(IN FEET)

1 inch =2000 ft.

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RIGHT-OF-WAY PLAN
KEY MAP & TABULATION

A PORTION OF S13, T20S, R66W, 6TH P.M. AND S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M., PUEBLO COUNTY, STATE OF COLORADO

Project No. 211562

Drawn By: DWC

Checked By: SLM

Date: 1/18/2022

Sheet 3 of 13

EXHIBIT B

RIGHT OF WAY TABULATION OF PROPERTIES

PARCEL NO.	OWNER	LOCATION	LOT/BLOCK SUBDIVISION	RECORDING INFO	AREA IN ACRES	AREA IN SQUARE FEET	REMAINDER IN ACRES			
							NORTH	EAST	SOUTH	WEST
ROW–1	PUEBLO COUNTY	SW1/4, SEC. 13, T13N, R66W	LOT 28, BLOCK 5 TRACT 383 PUEBLO WEST	REC. NO. 2294587	0.381	16,594	0.932	–	–	–
ROW–2	PUEBLO COUNTY	SW1/4, SEC. 13, T13N, R66W	LOT 24, BLOCK 3 TRACT 341 PUEBLO WEST	REC. NO. 2284826	0.295	12,834	–	–	0.115	–
ROW–3	PUEBLO WEST METRO DISTRICT	SW1/4, SEC. 13, T13N, R66W	PARCEL F TRACT 341 PUEBLO WEST 50' BUFFER TRACT 383 PUEBLO WEST	REC. NO. 994620	0.244	10,611	6.568	–	2.901	–
ROW–4	CITY OF PUEBLO A MUNICIPAL CORPORATION	SEC. 13, T13N, R66W SEC. 17, 18, 20, 21, T13N, R65W	N/A	N/A	53.084	2,312,322	530.597	–	1289.709	–
ROW–5	PUEBLO COUNTY	SW1/4, SEC. 21, T13N, R65W	N/A	REC. NO. 2282810	7.657	333,536	20.708	–	41.313	–
L–PE–1	CITY OF PUEBLO A MUNICIPAL CORPORATION	SW1/4 SEC. 18, T20S, R65W	N/A	PORTION OF REC. NO. 1390538	1.649	71,813	–	–	–	–
PE–6A	CITY OF PUEBLO A MUNICIPAL CORPORATION	SW1/2 SEC. 17, N1/2 SEC. 20, T20S, R65W	N/A	PORTION OF REC. NO. 1390538	0.816	35,526	–	–	–	–
PE–9A	CITY OF PUEBLO A MUNICIPAL CORPORATION	NE1/4 SEC. 20, NW1/4 SEC. 21, T20S, R65W	N/A	PORTION OF REC. NO. 1390538	1.541	67,140	–	–	–	–
PE–9	CITY OF PUEBLO A MUNICIPAL CORPORATION	NW1/4 SEC. 21, T20S, R65W	N/A	PORTION OF REC. NO. 1390538	2.717	118,369	–	–	–	–
PE–9D	CITY OF PUEBLO A MUNICIPAL CORPORATION	N1/2 SEC. 21, SW1/4 SEC. 21, T20S, R65W	N/A	PORTION OF REC. NO. 1390538	1.610	70,080	–	–	–	–
PE–11	PUEBLO COUNTY	SE1/4 SEC. 21, T20S, R65W	N/A	PORTION OF REC. NO. 2282810	0.025	1,111	–	–	–	–

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RIGHT-OF-WAY PLAN
KEY MAP & TABULATION

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Project No. 211562 | Drawn By: DWC | Date: 1/18/2022 | Checked By: SLM | Sheet 4 of 13

CONTROL DIAGRAM

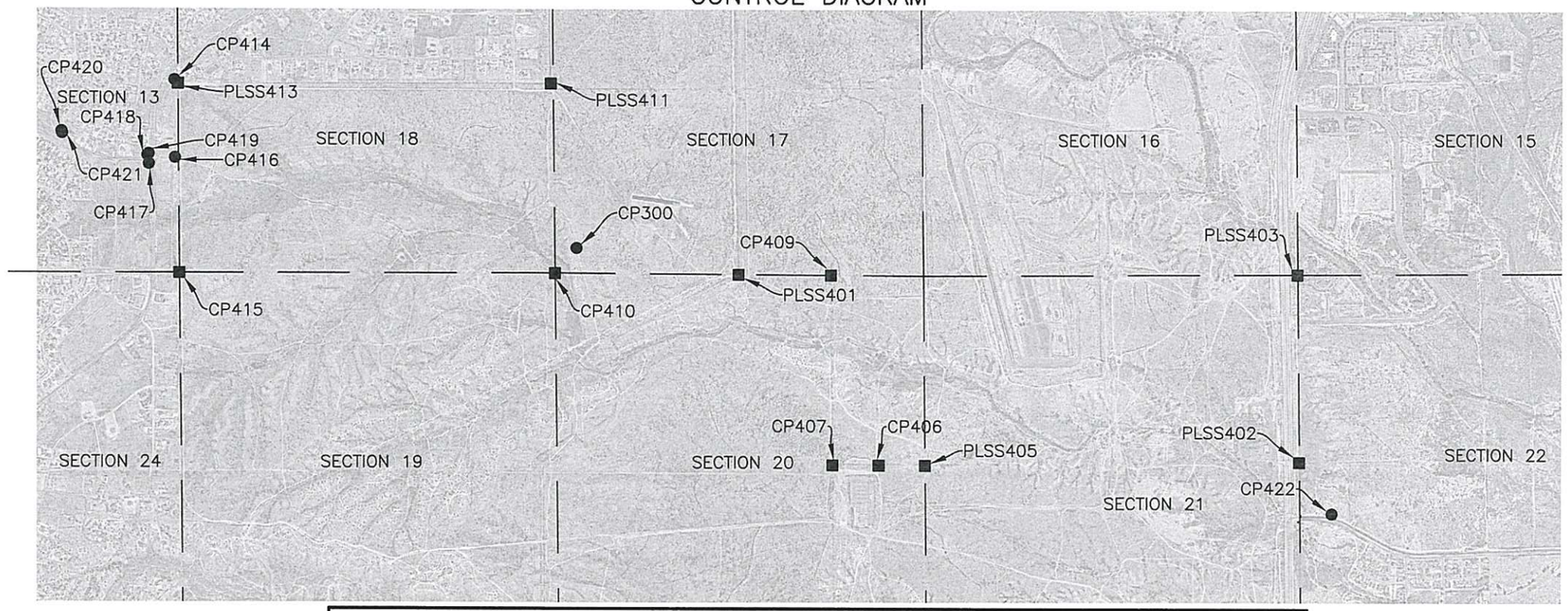

EXHIBIT B

N

GRAPHIC SCALE

0 1000 2000

(IN FEET)

1 inch =2000 ft.

CONTROL MONUMENT COORDINATE TABLE

Point No.	Northing (usft)	Easting (usft)	Elevation (usft)	Description
PLSS401	1596373.64	3232353.39	4962.35'	2" Brass Cap Flush With Grade PLS No. 33200 S1/4 Section of 17 and 20
PLSS413	1599031.54	3224459.78	5103.35'	3 1/4" Aluminum Cap PLS No. 24684 1/4 Section of Section 13 and 18
PLSS405	1593705.27	3234973.32	4916.32'	3" Brass Cap in Concrete PLS No. 33200, 1/4 Section of 20 and 21
PLSS403	1596387.45	3240216.58	4825.21'	3 1/2" Brass Cap Corner Section of 15, 16, 21 and 22
PLSS402	1593760.38	3240241.51	4833.92'	3 1/2" Brass Cap Flush With Grade 1/4 Section of 21 and 22
PLSS411	1599043.77	3229704.77	5027.97'	3 1/4" Brass Cap 1/4 Section of 18 and 17
CP420	1598361.01	3222825.02	5138.11'	Bent No. 5 Rebar 0.2' Below Grade
CP421	1598333.91	3222833.14	5138.49'	No. 3 Rebar Flush With Grade
CP419	1598047.69	3224051.67	5116.22'	No. 3 Rebar Flush With Grade
CP418	1598027.68	3224031.47	5117.15'	No. 3 Rebar 0.5' Below Grade
CP417	1597906.56	3224052.50	5116.30'	No. 3 Rebar Flush With Grade
CP416	1597993.05	3224419.45	5109.11'	No. 3 Rebar Flush With Grade
CP414	1599081.27	3224408.93	5105.25'	No. 3 Rebar Flush With Grade
CP422	1593039.96	3240700.96	4826.50'	No. 4 Rebar
CP406	1593706.38	3234322.55	4933.15'	Axle Flush W/ Grade and Broken Alum Cap, PLS No. 33200
CP409	1596366.02	3233648.68	4941.92'	Tack In Lead Plug In 6" X 6" CONC Flush With Grade
CP415	1596383.24	3224483.90	5121.54'	"+" In 6" X 6" Concrete 0.2' Below Grade
CP410	1596388.62	3229766.31	4994.08'	Aluminum Cap "Trico" 7168 In Conc Flush W/ Grade
CP407	1593708.49	3233673.62	4938.17'	Axle Flush W/ Grade, Aluminum Cap
CP300	1596738.77	3230065.24	5034.46'	No. 5 Rebar Flush With Grade

GEODETIC COORDINATE TABLE

Point No.	GEODETIC COORDINATES (NAD-83)		Elip Height (M)	Ortho Height (NAVD88)(M)	Grid Scale Factor	(NAD 83) SP ZONE (0503)		Description
	Latitude (N)	Longitude (W)				SP Northing (M)	SP Easting (M)	
PLSS401	38°18'06.16854"	104°41'25.15113"	1493.625	1512.527	1.000256091277	486575.659	985223.284	2" Brass Cap Flush With Grade PLS No. 33200 S1/4 Section of 17 and 20
PLSS413	38°18'33.10698"	104°43'03.89171"	1536.739	1555.504	1.000256091277	487385.788	982817.307	3 1/4" Aluminum Cap PLS No. 24684 1/4 Section of Section 13 and 18
PLSS405	38°17'39.5657"	104°40'52.5795"	1479.546	1498.497	1.000256091277	485762.337	986021.839	3" Brass Cap in Concrete PLS No. 33200, 1/4 Section of 20 and 21
PLSS403	38°18'05.6199"	104°39'46.5119"	1451.702	1470.726	1.000256091277	486579.867	987619.988	3 1/2" Brass Cap Corner Section of 15, 16, 21 and 22
PLSS402	38°17'39.6489"	104°39'46.4945"	1454.35	1473.381	1.000256091277	485779.135	987627.587	3 1/2" Brass Cap Flush With Grade 1/4 Section of 21 and 22
PLSS411	38°18'32.7886"	104°41'58.0891"	1513.675	1532.528	1.000256091277	487389.515	984415.982	3 1/4" Brass Cap 1/4 Section of 18 and 17

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RIGHT-OF-WAY PLAN CONTROL SHEET

A PORTION OF S13, T20S, R66W, 6TH P.M. AND S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M., PUEBLO COUNTY, STATE OF COLORADO

Project No. 211562

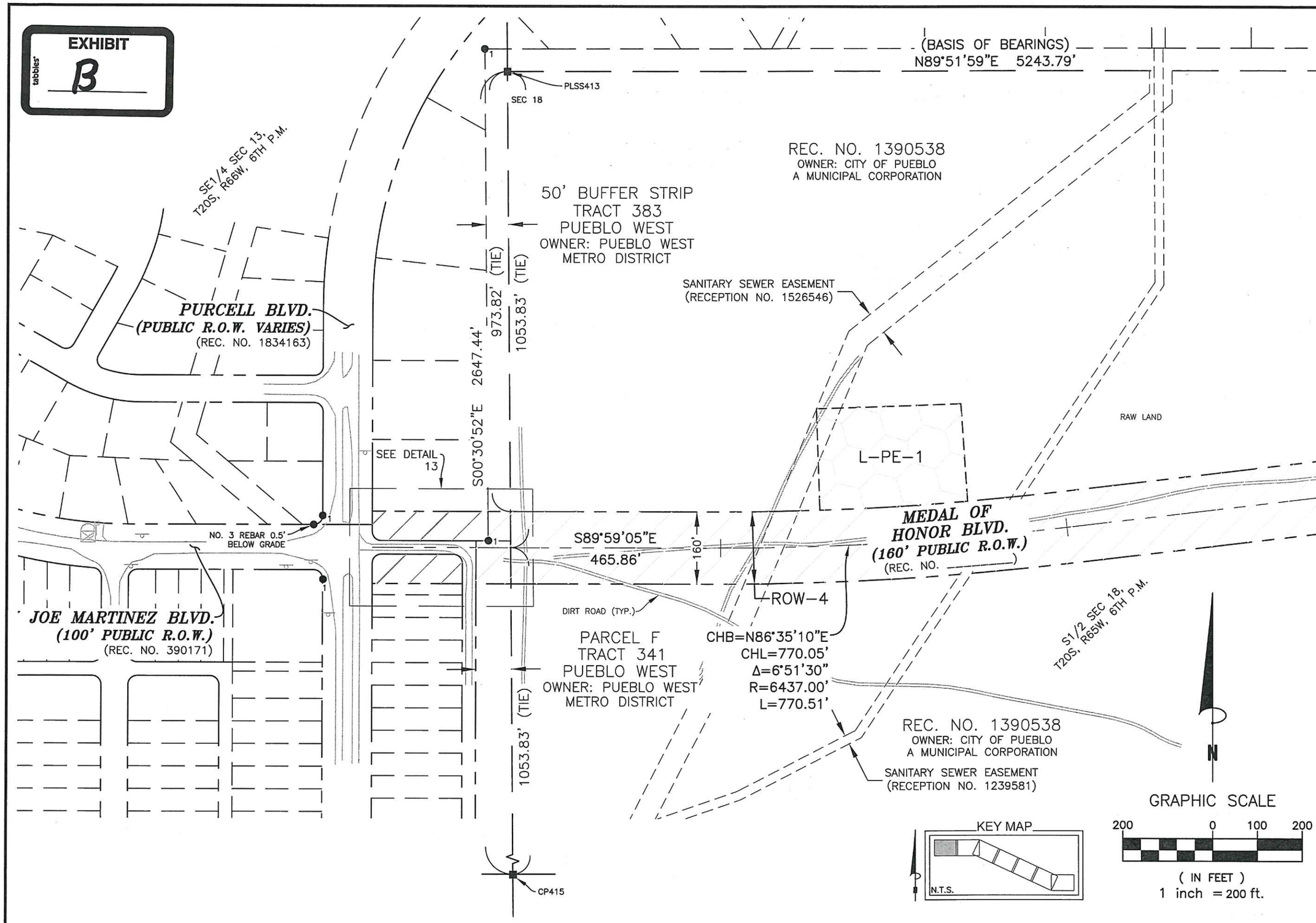
Drawn By: DWC

Checked By: SLM

Date: 1/18/2022

Sheet 5 of 13

EXHIBIT
B



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RIGHT-OF-WAY PLAN
PLAN SHEET

A PORTION OF S13, T20S, R66W, 6TH P.M. AND S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M., PUEBLO COUNTY, STATE OF COLORADO

Project No. 211562	Drawn By: DWC	Date: 1/18/2022
	Checked By: SLM	Sheet 6 of 13

(BASIS OF BEARINGS)
N89°51'59"E 5243.79'

PLSS 411

EXHIBIT
B

REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION

S1/2 SEC 18,
T20S, R65W, 6TH P.M.

DIRT ROAD (TYP.)

MEDAL OF HONOR BLVD.
(160' PUBLIC R.O.W.)
(REC. NO. _____)

160'

N83°09'25"E
1404.09'

ROW-4

RAW LAND

CHB=S79°13'02"E
CHL=2366.08'
Δ=35°15'06"
R=3907.00'
L=2403.82'

N

GRAPHIC SCALE
200 0 100 200
(IN FEET)
1 inch = 200 ft.

REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION

KEY MAP
N.T.S.

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PLAN SHEET

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Project No. 211562
Drawn By: DWC
Checked By: SLM
Date: 1/18/2022
Sheet 7 of 13

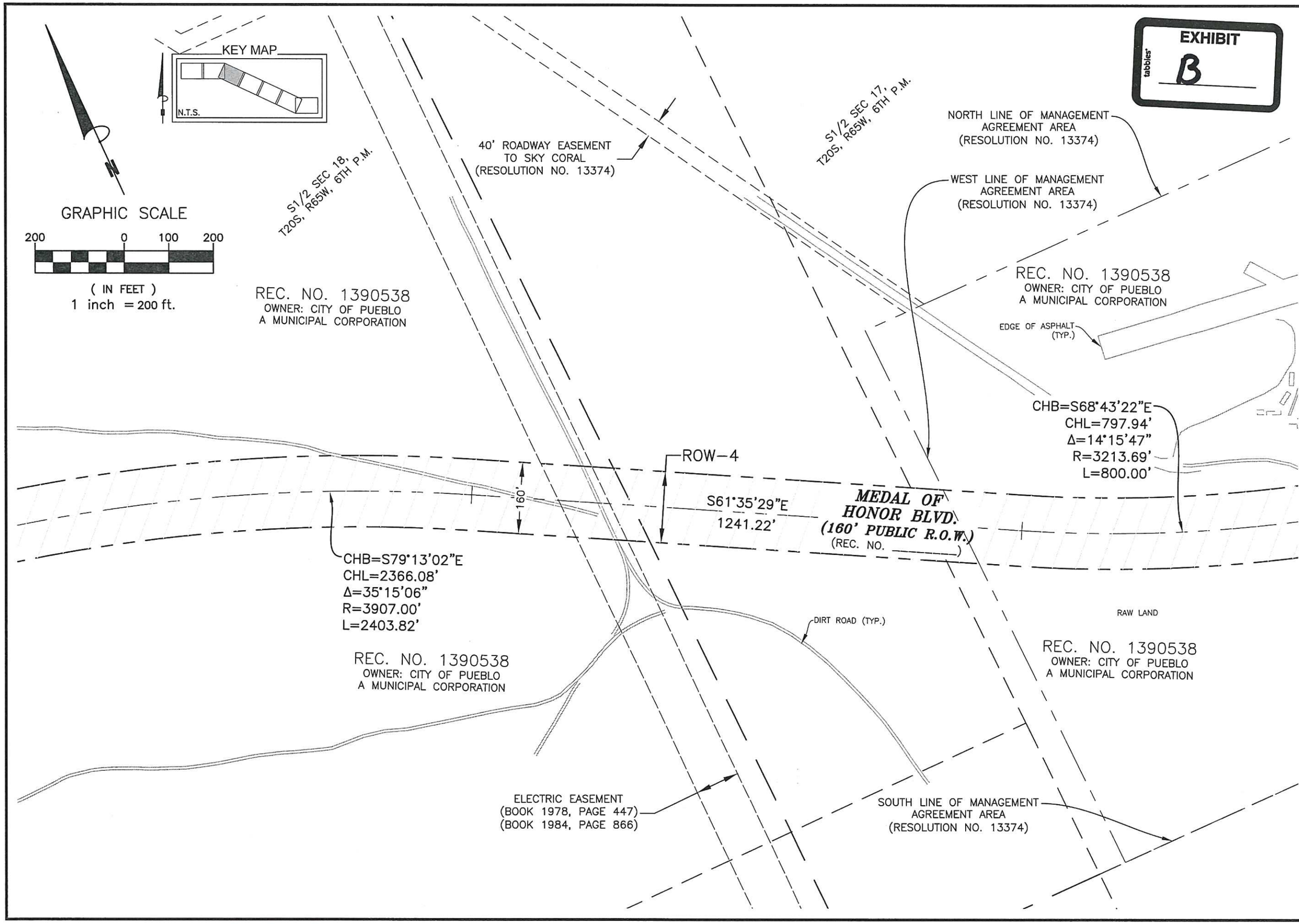

EXHIBIT B

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Project No. 211562	Drawn By: DWC	Date: 1/18/2022
	Checked By: SLM	Sheet 8 of 13

EXHIBIT B

GRAPHIC SCALE

200 0 100 200

(IN FEET)
1 inch = 200 ft.

REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION

S1/2 SEC 17, T20S, R65W, 6TH P.M.

EAST LINE OF MANAGEMENT AGREEMENT AREA (RESOLUTION NO. 13374)

ACCESS & UTILITY EASEMENT (REC. NO. 1895184)

REC. NO. 2024227
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION

CHB=S67°52'44"E
CHL=2497.45'
Δ=15°57'03"
R=9000.00'
L=2505.54'

TACK IN LEAD PLUG IN 6" X 6" CONC FLUSH W/ GRADE

MEDAL OF HONOR BLVD.
(160' PUBLIC R.O.W.)
(REC. NO. _____)

ROW-4

160'

S75°51'15"E
956.04'

S67°52'44"E 2497.45'

PE-6A

(PLSS401) 2" BRASS CAP AT GRADE LEVEL ACCEPTED AS 1/4 CORNER OF SECTION 17 AND SECTION 20

DIRT ROAD (TYP.)

RAW LAND

CHB=S68°43'22"E
CHL=797.94'
Δ=14°15'47"
R=3213.69'
L=800.00'

DIRT ROAD (TYP.)

REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION

SOUTH LINE OF MANAGEMENT AGREEMENT AREA (RESOLUTION NO. 13374)

N1/2 SEC 20, T20S, R65W, 6TH P.M.

REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION

WATER EASEMENT (BOOK 1982, PAGE 22)

RAW WATER EASEMENT (REC. NO. 1896813)

KEY MAP

N.T.S.

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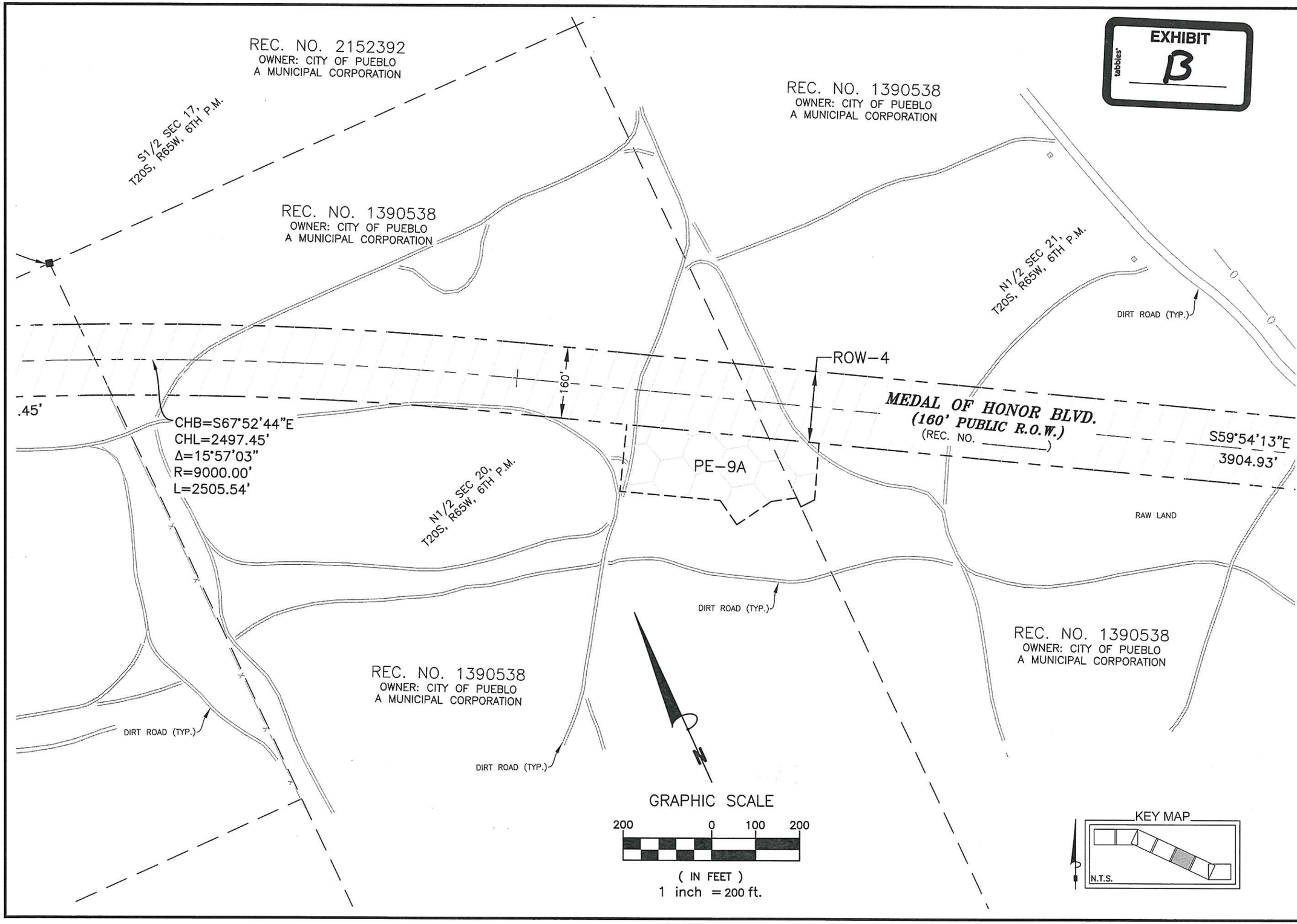
Project No. 211562 | Drawn By: DWC | Date: 1/18/2022 | Checked By: SLM | Sheet 9 of 13



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Project No. 211562	Drawn By: DWC
	Checked By: SLM
	Date: 1/18/2022
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EXHIBIT
B

REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION

N1/2 SEC 21,
T20S, R65W, 6TH P.M.

REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION

UTILITY EASEMENT
(BOOK 1313, PAGE 595)

PE-9

ROW-4

S59°54'13"E
3904.93'

160'

MEDAL OF HONOR BLVD.
(160' PUBLIC R.O.W.)
(REC. NO. _____)

160'

DIRT ROAD (TYP.)

ROW-5

150'

S59°54'13"E
1027.22'

PE-9D

PE-11

DIRT ROAD (TYP.)

REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION

DIRT ROAD (TYP.)

S1/2 SEC 21,
T20S, R65W, 6TH P.M.

OWNER: CITY OF PUEBLO
PO BOX 1427 PUEBLO
COLORADO

GRAPHIC SCALE
200 0 100 200
(IN FEET)
1 inch = 200 ft.

KEY MAP
N.T.S.

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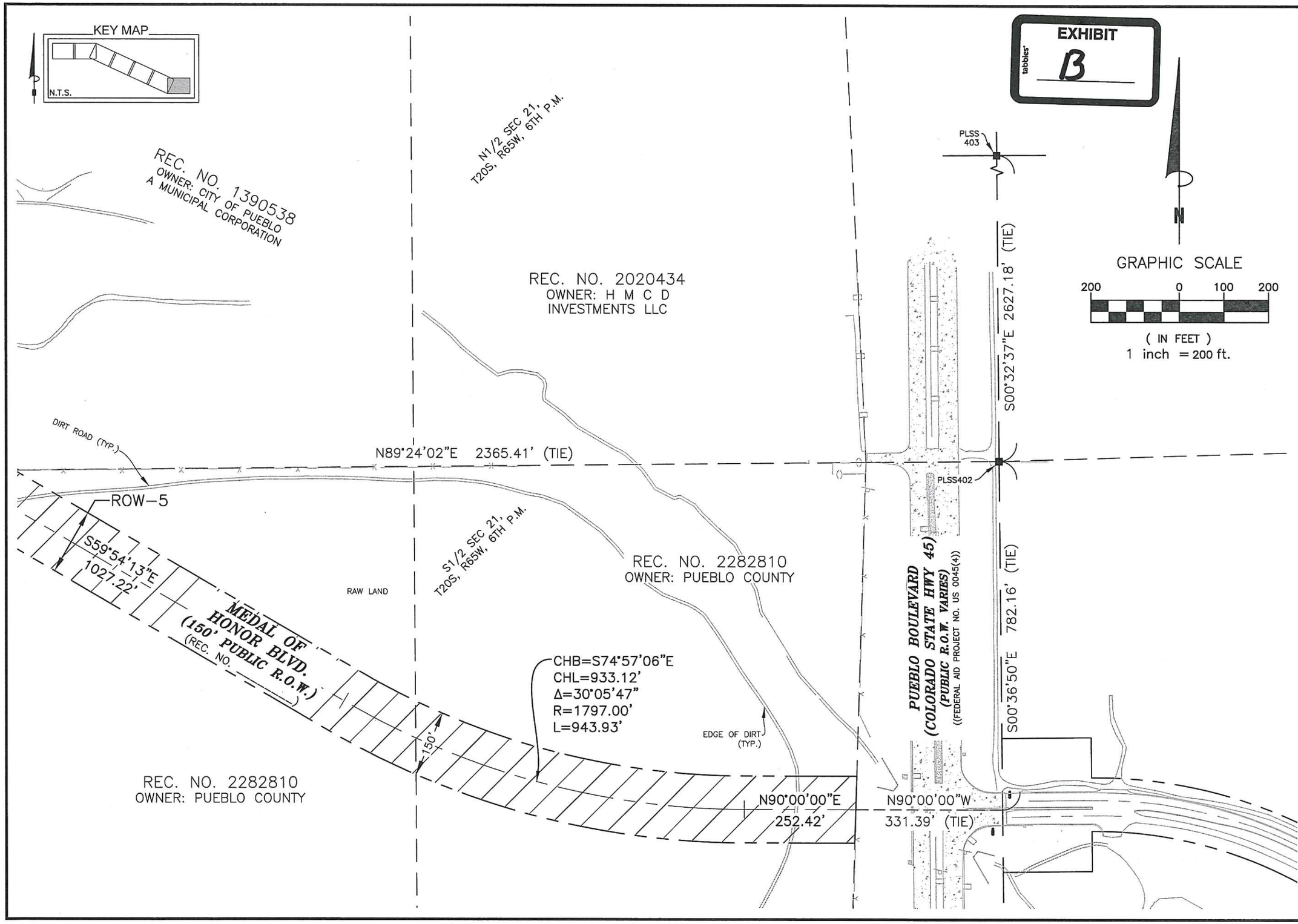
Project No. 211562	Drawn By: DWC	Date: 1/18/2022
	Checked By: SLM	Sheet 11 of 13



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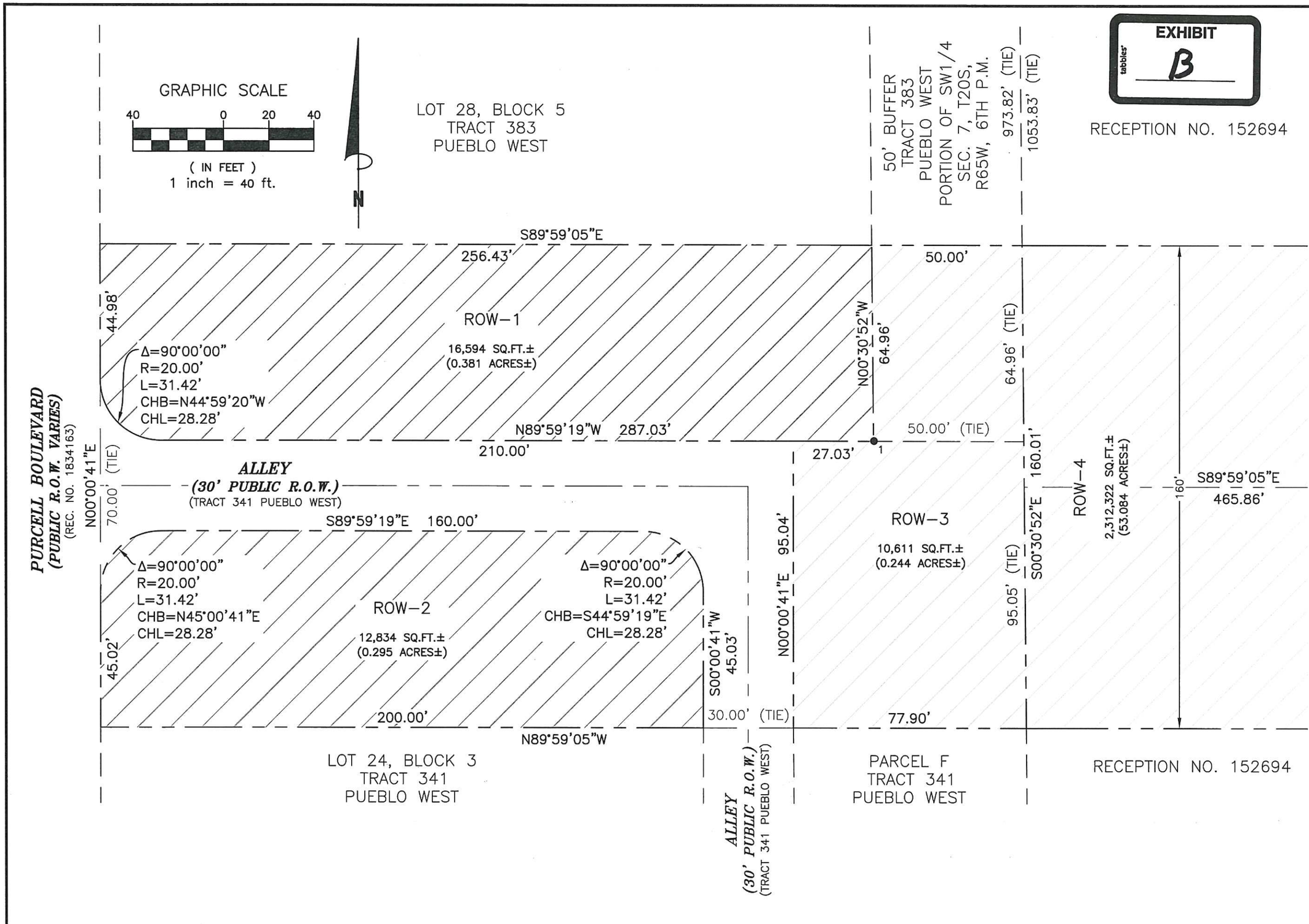
	Checked By: SLM	Sheet 12 of 13



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Project No. 211562	Drawn By: DWC	Date: 1/18/2022
	Checked By: SLM	Sheet 13 of 13

EXHIBIT C - WIRE FENCES AND GATES (CDOT STD. M-607-1)

GENERAL NOTES

1. ALL MATERIAL DIMENSIONS AND WEIGHTS ON THIS STANDARD ARE NOMINAL UNLESS OTHERWISE INDICATED.

2. AT EACH LOCATION WHERE AN ELECTRIC TRANSMISSION, DISTRIBUTION OR SECONDARY LINE CROSSES A WOOD POST FENCE, THE CONTRACTOR SHALL FURNISH AND INSTALL A GROUND CONFORMING TO ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE. THE GROUND ROD SHALL BE A MINIMUM DIAMETER OF 1/2 IN. AND 8 FT. IN LENGTH, AND DRIVEN AT LEAST 7 1/2 FT. INTO THE GROUND. THE ROD SHALL BE CONNECTED TO EACH WIRE WITH A MINIMUM AWG NO. 8 STRANDED COPPER WIRE. GROUNDING WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.

   A METAL LINE POST SHALL BE INSTALLED A MAXIMUM OF EVERY 500 FT. ALONG A WOOD POST FENCE. THE METAL POST SHALL BE WITHIN 1 FT. OF THE NEAREST WOOD POST, AND SHALL BE TIED TO EACH STRAND WITH A WIRE CLAMP.

3. DIMENSIONS SHOWN FOR "STANDARD" AND "ALTERNATIVE" APPLY FOR BOTH WOOD AND METAL POST FENCE.

4. FENCE WIRE SHALL BE ENDED, DOUBLE WRAPPED AND TIED OFF AT END POSTS, ANGLE POSTS AND LINE BRACE POSTS. FENCE TO BE CONTINUED SHALL THEN BE RESTARTED IN THE SAME MANNER.

5. FENCE WIRE SHALL BE PLACED ON EITHER ROAD OR FIELD SIDE OF POSTS, DEPENDING ON LOCAL CONDITIONS, i.e. ON CURVES, THE WIRE SHALL BE PLACED ON THE SIDE OF THE POST WHICH WILL RESULT IN THE LEAST TENSION ON FENCE TIES. THIS WILL ALSO APPLY WHERE WIND DRIFT, TUMBLE WEEDS OR OTHER CONDITIONS WOULD EXERT UNUSUAL PRESSURE AGAINST THE WIRE. WHERE POSSIBLE, WIRE SHOULD BE PLACED ON THE LIVESTOCK SIDE OF THE POSTS.

6. WHERE STEEL POSTS ARE SPECIFIED, EVERY FIFTH POST SHALL BE WOOD, WHEN SPECIFIED ON THE PLANS.

7. RIGHT OF WAY FENCES SHALL BE CONSTRUCTED APPROXIMATELY 6 IN. INSIDE THE BOUNDARY OF THE RIGHT OF WAY AS SHOWN ON THE PLANS, OR AS STAKED.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RE-ESTABLISHING DISTURBED OR DESTROYED SURVEY MONUMENTS TO THE APPROPRIATE ACCURACY IN ACCORDANCE WITH SUBSECTION 625.08 OF THE STANDARD SPECIFICATIONS.

WOOD POSTS:

ALL LINE POSTS SHALL HAVE A MINIMUM DIAMETER OF 4 IN. AND BE A MINIMUM OF 6 FT.-0 IN. LONG.

ALL END, CORNER, INTERSECTION AND BRACE POSTS SHALL HAVE A MINIMUM DIAMETER OF 5 IN. AND BE 7 FT. IN LENGTH.

WOOD POSTS HAVING NONUNIFORM CROSS SECTION SHALL BE SET WITH THE LARGER DIAMETER END IN THE GROUND.

FENCE WIRE SHALL BE STAPLED TO WOOD POSTS OR TIED TO METAL POSTS AS SHOWN MARKED ✚ ON BARBED WIRE OR COMBINATION WIRE FENCE DETAILS. STAPLES SHALL BE NO. 9 WIRE MINIMUM, AND AT LEAST 1 1/2 IN. LONG.

METAL POSTS:

ALL POSTS AND BRACES SHALL BE THE TYPES AND WEIGHTS SHOWN OR ACCEPTABLE EQUIVALENTS, AND SHALL BE IN ACCORDANCE WITH AASHTO M 281. HOLES SHALL BE PROVIDED IN END, CORNER, AND GATE POSTS AS DETAILED.

CORNER AND LINE BRACE POSTS:

TYPE: 2 1/2 IN. x 2 1/2 IN. x 1/4 IN. STRUCTURAL STEEL ANGLES
WEIGHT: 4.10 LBS./LIN. FT.
LENGTH: 6 FT.-6 IN. MIN.
NUMBER OF BRACES: TWO

LINE POSTS:

TYPE: "STUDDED TEE" OR "U"
WEIGHT: 1.33 LBS./LIN. FT. (WITHOUT ANCHOR)
LENGTH: 6 FT.-0 IN. MINIMUM
ANCHOR: SECURELY FASTENED, WITH BEARING SURFACE SUFFICIENT TO RESIST MOVEMENT OF POST. WEIGHT: 0.67 LB.

METAL END POSTS AND GATE POSTS:

TYPE: 2 1/2 IN. x 2 1/2 IN. x 1/4 IN. STRUCTURAL STEEL ANGLES
WEIGHT: 4.10 LBS./LIN. FT.
NUMBER OF BRACES: ONE
LENGTH: END, 6 FT.-6 IN. MINIMUM. PANEL GATE, 7 FT.-0 IN. MINIMUM.

BRACES: (FOR CORNER, END OR LINE BRACE POSTS)

TYPE: 2 IN. x 2 IN. x 1/4 IN. STRUCTURAL STEEL ANGLES
WEIGHT: 3.19 LBS./LIN. FT.
LENGTH: SAME AS CORNER AND END POSTS USED.

FOOTINGS OR BASES:

CONCRETE SHALL BE CLASS B.
CONCRETE WITH LIGHTWEIGHT AGGREGATES CONFORMING TO AASHTO M 195 (ASTM C 330) WILL BE PERMITTED.

ALTERNATIVES: (CONTRACTOR'S OPTION)

END, CORNER AND LINE BRACE POSTS

TYPE	I.D.	O.D.	WEIGHT	WALL THICKNESS
	INCHES	INCHES	LB/FT.	INCHES
1. STD. GALV. PIPE	2 1/2	2 7/8	5.79 ± 5%	0.203
2. H.S. COLD ROLLED PIPE	2 1/2	2 7/8 ± 0.16	4.64 ± 5%	0.160 ± 5%

LENGTHS SHALL BE 6 FT.-6 IN. MINIMUM

BRACES:

TYPE: 1 3/8 IN. O.D. TUBULAR STEEL WITH 2 1/2 IN. BRACE BAND, HINGE BOLT AND 1 3/8 IN. I.D. RAIL END; ALL GALVANIZED.
WEIGHT: 16 LBS/LIN. FT. ± 5%
LENGTH: 6 FT.-6 IN. MINIMUM.

BARBED WIRE:

ZINC-COATED STEEL BARBED WIRE SHALL CONFORM TO AASHTO M 280, (ASTM A 121), 12-1/2 GAGE WITH CLASS 1 COATING, OR ALUMINUM-COATED STEEL BARBED WIRE CONFORMING TO ASTM A 585 TYPE 1.

WOVEN WIRE MESH:

WOVEN WIRE USED IN COMBINATION WIRE FENCE SHALL BE GALVANIZED AND CONFORM TO AASHTO M 279, (ASTM A 116) COATING CLASS 1, AND THE FOLLOWING:

STANDARD	WOVEN WIRE FIELD FENCE, STYLE OR DESIGN NO.	ALTERNATIVE 4 IN. X 4 IN. WIRE "V" MESH
832-6-11*	32 IN. WIDTH 0.65 LBS/LIN.FT.	34 IN. WIDTH - 0.75 LBS/LIN.FT.
726-6-11*	26 IN. WIDTH 0.55 LBS/LIN.FT.	26 IN. WIDTH - 0.54 LBS/LIN.FT.
		CROSS WIRES-1 STRAND-14-1/2 GAGE MIN. HORIZONTAL-2 STRAND-12-1/2 GAGE

* 12-1/2 GAGE WOVEN WIRE FENCE FABRIC (832-6-12-1/2 OR 726-6-12-1/2) MAY BE USED WHEN SPECIFIED IN THE CONTRACT.

ALL FENCE WIRE TIES, CLIPS, CLAMPS, STAPLES AND OTHER WIRE APPURTENANCES SHALL BE GALVANIZED IN ACCORDANCE WITH AASHTO M 232.

DRIVEWAY GATES (SINGLE):

HEIGHT: 42 IN.
WEIGHT: NOT LESS THAN 90 LBS. COMPLETE WITH LATCH AND HINGES.
WIDTH OF GATE OPENING: 16 FT.-0 IN. MINIMUM TO 20 FT.-0 IN. MAXIMUM.
GATE FRAME: 1 IN. I.D. STANDARD GALVANIZED PIPE OR ACCEPTABLE EQUIVALENT AND SHALL BE OF ALL WELDED CONSTRUCTION.

WOVEN WIRE SHALL ENCLOSE THE GATE FRAME AS SHOWN AND SHALL BE THE SAME WOVEN WIRE DESIGN AS THE FENCE, OR AS APPROVED BY THE ENGINEER.

ALTERNATIVE DRIVEWAY GATES (SINGLE PANEL):

WEIGHT: GALVANIZED STEEL, 75 LBS.
HEIGHT: APPROXIMATELY 42 IN. (5 PANELS),
WIDTH OF GATE OPENING: 16 FT.-0 IN. MINIMUM TO 20 FT.-0 IN. MAXIMUM.

GATES SHALL BE OF RIVETED CONSTRUCTION AS FOLLOWS:
MINIMUM FOUR NO. 10 RIVETS AT EACH RIGHT ANGLE CONNECTION AND WHERE DIAGONAL BRACES CONNECT TO HORIZONTAL PANELS.

MINIMUM THREE NO. 10 RIVETS WHERE DIAGONAL BRACES CONNECT TO TOP AND BOTTOM PANELS.

WALK GATES:

HEIGHT: APPROXIMATELY 42 IN. (5 PANELS)
WEIGHT: GALVANIZED STEEL, 16 LBS.; TEMPERED ALUMINUM, 10 LBS.
WIDTH OF GATE OPENING: 3 FT.-0 IN. MINIMUM.

ALTERNATIVE WALK GATES:

HEIGHT: 42 IN.
WEIGHT: NOT LESS THAN 18 LBS. COMPLETE WITH LATCH AND HINGES.

WIDTH OF GATE OPENING: 3 FT.-0 IN. MINIMUM.

GATE FRAME: 3/4 IN. I.D. STANDARD GALVANIZED PIPE OR ACCEPTABLE EQUIVALENT AND SHALL BE OF ALL-WELDED CONSTRUCTION.

WOVEN WIRE SHALL BE OF THE SAME CONSTRUCTION DESIGNATED FOR DRIVEWAY GATE.

ALTERNATIVE EQUIVALENT STANDARD METAL GATES OTHER THAN SHOWN WILL BE ACCEPTABLE SUBJECT TO THE ENGINEER'S APPROVAL.

IN LIEU OF GALVANIZED FINISH ON GATE FRAMES, CADMIUM-PLATED PIPE OR ALUMINUM PAINTING WILL BE ACCEPTED.

LATCHES AND HINGES:

GALVANIZED STEEL OR ALUMINUM OF STANDARD MANUFACTURE. HINGES SHALL BE PLACED AS SHOWN TO PREVENT THEFT.

IN LIEU OF STANDARD MAKE LATCHES, THE CONTRACTOR MAY USE AN ELECTRO-GALVANIZED CHAIN, EYEBOLT AND SNAPHOOK TYPE LATCH.

EYEBOLT, CHAIN AND SNAPHOOK ASSEMBLY SHALL BE SECURED TO LATCH SIDE OF GATE. GATE CLOSURE MAY BE ACCOMPLISHED BY WRAPPING CHAIN AROUND END POST AND SNAPPING HOOK INTO CHAIN.

WOOD STAYS:

WOOD STAYS SHALL BE UNTREATED NATIVE TIMBER. STAY DIMENSIONS SHALL BE 2 IN. x 2 IN. NOMINAL MINIMUM (1 1/2 IN. x 1 1/2 IN.).
WOOD STAYS MAY BE STAPLED, OR DRILLED AND TIED WITH WIRE.
METAL STAYS MAY BE TIED TO THE BOTTOM WIRE.

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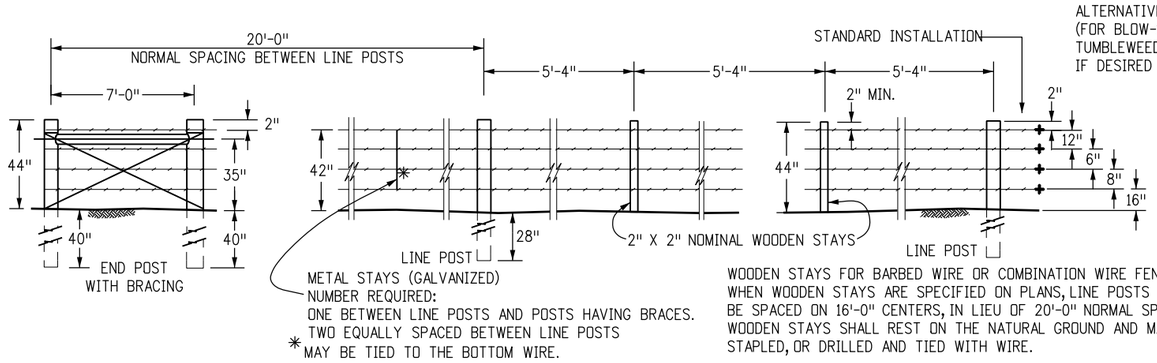
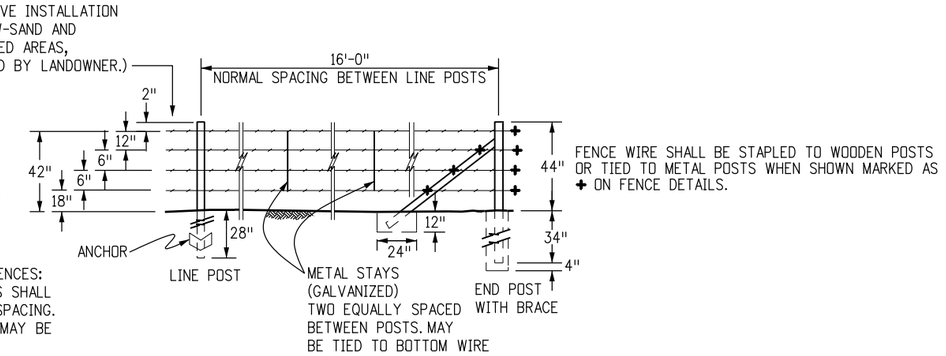
WIRE FENCES AND GATES

Issued by the Project Development Branch: July 31, 2019

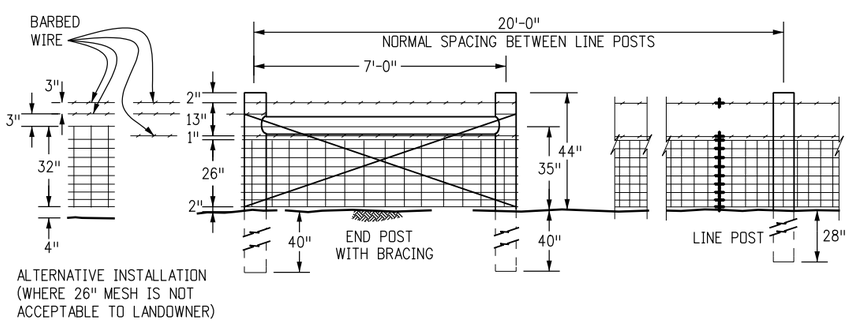
STANDARD PLAN NO.
M-607-1
Standard Sheet No. 1 of 3
Project Sheet Number:



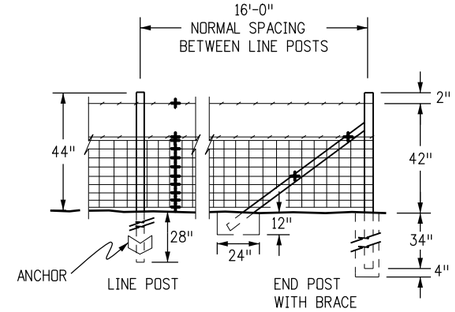
BARBED WIRE FENCE WITH WOODEN POSTS



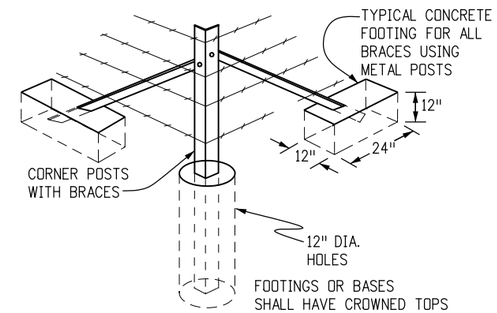
BARBED WIRE FENCE WITH METAL POSTS



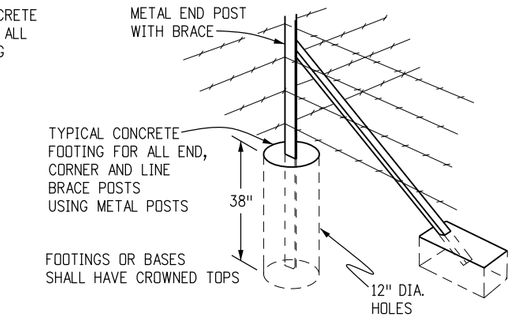
COMBINATION WIRE FENCE WITH WOODEN POSTS



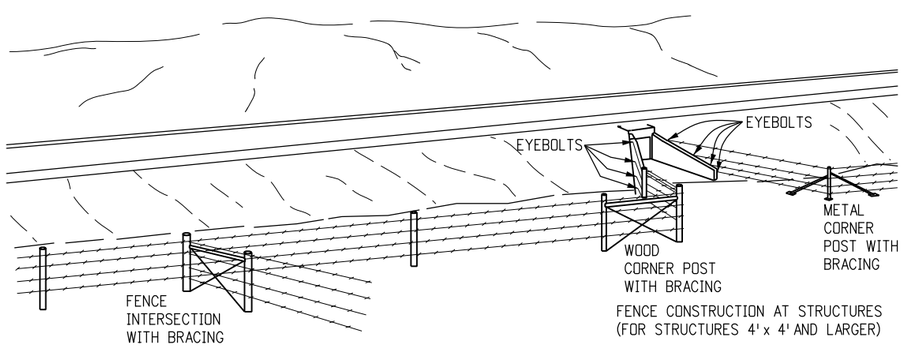
COMBINATION WIRE FENCE WITH METAL POSTS



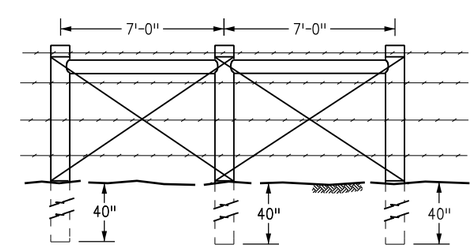
TYPICAL CORNER POST INSTALLATION

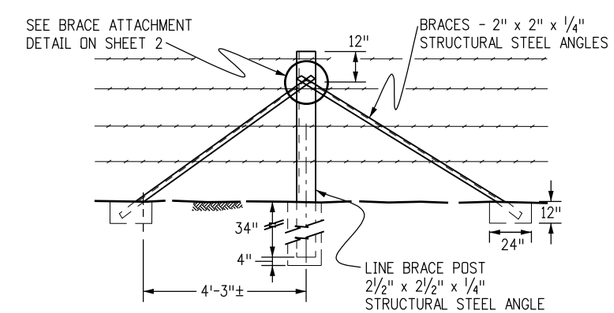


TYPICAL INSTALLATION AT FENCE INTERSECTIONS



FENCE CONSTRUCTION AT STRUCTURES
(FOR STRUCTURES 4' x 4' AND LARGER)





LINE BRACES

WHEN GATES, ANGLES, CORNERS OR INTERSECTING FENCES ARE NOT REQUIRED, LINE BRACES SHALL BE SPACED AS FOLLOWS:
METAL POSTS - 800 FT. INTERVALS
WOOD POSTS - 1,400 FT. INTERVALS

NOTES

1. AT ALL STRUCTURES OF 4 FT. x 4 FT. AND LARGER, THE FENCE SHALL END AT THE EYEBOLTS IN THE WINGS OF THE STRUCTURE. WHERE THE TYPE OF STRUCTURE PROHIBITS THE USE OF EYEBOLTS, AN END POST WITH BRACE SHALL BE USED.
2. EYEBOLTS SHALL BE MADE OF 1/2 IN. ROUND BARS WITH A MINIMUM OF 6 IN. OF BODY LENGTH EMBEDDED (HOOKED OR BENT) IN FRESH CONCRETE.
3. FOR EYEBOLTS IN EXISTING CONCRETE, THE 1/2 IN. ROUND BARS SHALL BE DEFORMED AND GROUTED INTO DRILLED HOLES.
4. EYEBOLTS SHALL HAVE A MINIMUM OF 1 IN. INSIDE EYE DIAMETER.
5. EYEBOLTS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. EYEBOLTS WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.

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WIRE FENCES AND GATES

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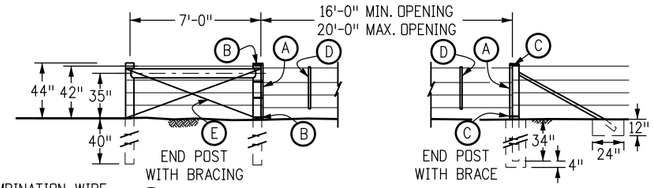
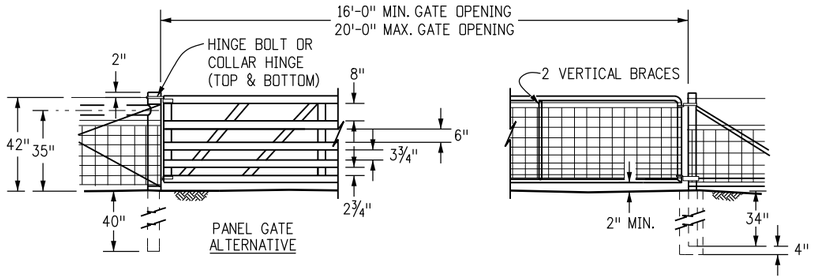


▼ FOR COMBINATION WIRE GATE, USE 34" MESH AND ONE STRAND OF BARBED WIRE. EXTEND WOODEN STAYS TO GROUND.

(A) 2 IN. x 4 IN. x 4 FT. WOODEN STAYS
(B) FOUR NO. 12-1/2 GA. WIRE LOOPS TO ACT AS HINGES
(C) NO. 12-1/2 GA. WIRE LOOPS
(D) TWO 2 IN. x 2 IN. NOMINAL WOODEN STAYS EQUALLY SPACED
(E) NO. 12-1/2 GA. BRACE WIRE, DOUBLE STRAND

WOODEN POSTS — METAL END POSTS

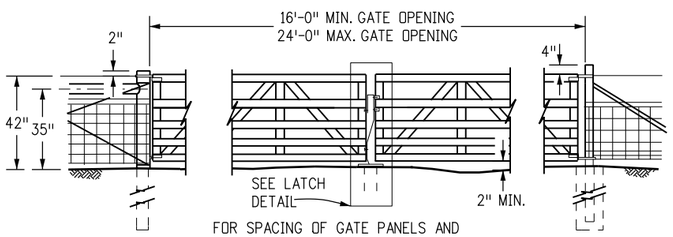
▼ BARBED WIRE GATE



WOODEN POSTS (16'-0" MAX.) — METAL END POSTS (20'-0" MAX.)

DRIVEWAY GATES

(METAL AND WOOD END POSTS SHALL BE BRACED SAME AS FOR BARBED WIRE GATES)

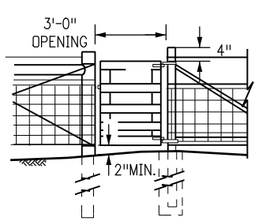


FOR SPACING OF GATE PANELS AND LENGTH OF POSTS, SEE DETAIL ABOVE.

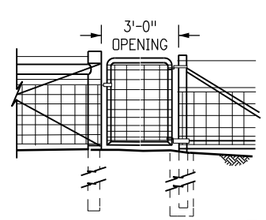
WOODEN POSTS — PANEL GATE POSTS

TWIN DRIVEWAY GATES

(METAL AND WOOD END POSTS SHALL BE BRACED SAME AS FOR BARBED WIRE GATES)



FOR LENGTH OF POSTS AND SPACING OF WIRE AND GATE PANELS, SEE DRIVEWAY GATE DETAIL ABOVE.



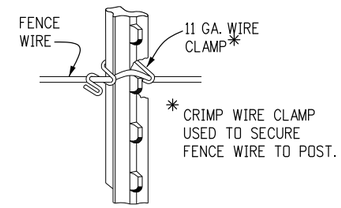
WOODEN POSTS — PANEL GATE POSTS

WALK GATE

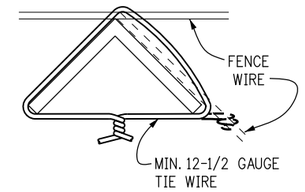
WOODEN POSTS — METAL END POSTS

ALTERNATIVE WALK GATE

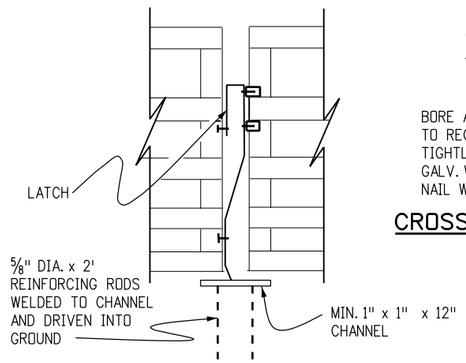
(METAL AND WOOD END POSTS SHALL BE BRACED SAME AS FOR BARBED WIRE GATES)



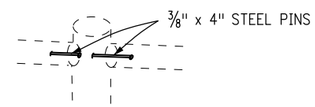
TIES FOR "STUDDED TEE" OR "U" POSTS



TIES FOR ANGLE POSTS
FENCE WIRE TIES

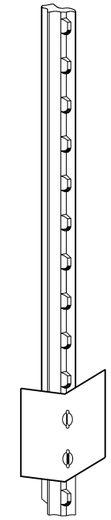


LATCH DETAIL

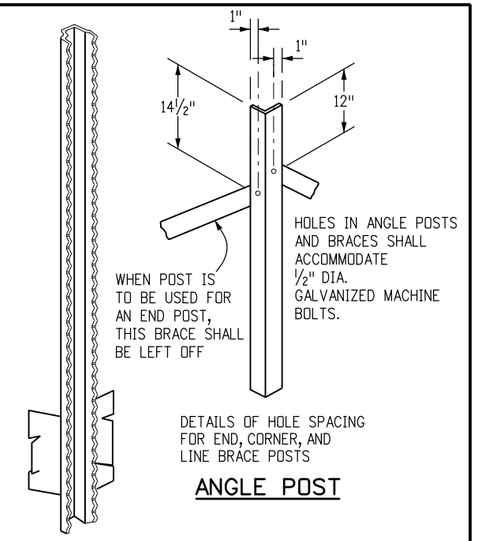


BORE A ⅜" x 2" HOLE IN EACH POST AND BRACE TO RECEIVE THE PINS. WRAP THE ENDS OF THE BRACES TIGHTLY WITH SEVERAL TURNS OF 12-½ GA. SMOOTH GALV. WIRE TO PREVENT SPLITTING OR NOTCH POST AND NAIL WITH 40d COMMON NAILS.

CROSS BRACE DOWELING DETAIL

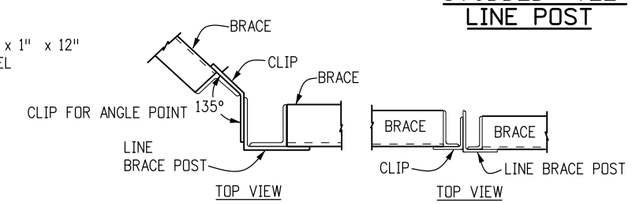


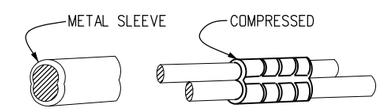
STUDDED "TEE" LINE POST



"U" LINE POST — ANGLE POST

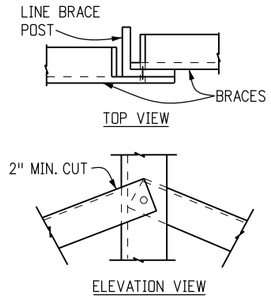
TYPICAL METAL POSTS



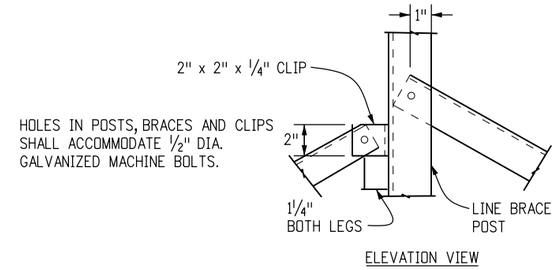


SPLICING SLEEVE SHALL BE APPROVED BY THE ENGINEER

WIRE SPLICE



Ø BRACE ATTACHMENT DETAIL

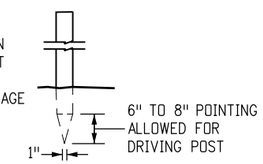


HOLES IN POSTS, BRACES AND CLIPS SHALL ACCOMMODATE ½" DIA. GALVANIZED MACHINE BOLTS.

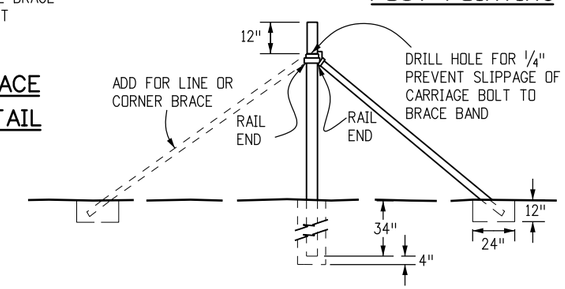
Ø ALTERNATIVE BRACE ATTACHMENT DETAIL

Ø ALTERNATIVE ATTACHMENT METHODS, ACCEPTABLE TO THE ENGINEER, MAY BE USED.

WOODEN POSTS MAY BE DRIVEN IN LIEU OF SETTING AND TAMPING, AT THE OPTION OF THE CONTRACTOR. DRIVING METHODS SHALL NOT DAMAGE POST.



POST POINTING



ALTERNATIVE POST

(FOR END, CORNER OR LINE BRACE POSTS)

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WIRE FENCES AND GATES

Issued by the Project Development Branch: July 31, 2019

STANDARD PLAN NO.
M-607-1
Standard Sheet No. 3 of 3
Project Sheet Number:

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE RESCINDING RESOLUTION 15594, ACCEPTING FUNDS IN THE AMOUNT OF $200,000.00 FROM PUEBLO URBAN RENEWAL AUTHORITY, FOR THE HARP CHANNEL EXTENSION AND BOATHOUSE CONSTRUCTION PROJECT, AND BUDGETING AND APPROPRIATING SAID FUNDS TO PROJECT ACCOUNT CI2432 - CONST. HARP EXTENSION AND BOATHOUSE.

SUMMARY:

The attached Ordinance rescinds Resolution 15594, accept funds in the amount of $200,000.00 from the Pueblo Urban Renewal Authority (PURA) to fund, in part, the construction of the HARP Channel Extension and Boathouse project. The Ordinance also budgets and appropriates those funds into Project Account CI2432 - Const. HARP Extension and Boathouse

PREVIOUS COUNCIL ACTION:

City Council previously approved on March 18, 2019, an Intergovernmental Agreement between the parties for the purpose of providing design and construction ready plans for the HARP Channel Extension and Boathouse Project.

On April 8, 2024, by Resolution No. 15591, City Council authorized the transfer of $3,311,597.29 from the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund to Project Account ED2402 - HARP Channel Extension and Boathouse Project.

On April 8, 2024, by Resolution No. 15594, City Council accepted $200,000 from the Pueblo Urban Renewal Authority to assist in the construction of the HARP Channel Extension and Boathouse Project.

On April 22, 2024, by Ordinance No. 10687, City Council approved an Intergovernmental Agreement between the City and Pueblo County and the HARP Authority, by which Pueblo County will pay to the City of Pueblo $9,000,000 in 1A funds

for the Construction of the HARP Channel Extension and Boathouse Project, accepted the 1A funds from Pueblo County, established Project Account CI2432 and budgeted and appropriated funds to Project Account CI2432.

On April 22, 2024, by Ordinance No. 10688, City Council approved and accepted a grant in the amount of $1,000,000.00 from the Colorado Department of Local Affairs ("DOLA"), transferred $1,000,000.00 from the General Fund and budgeted and appropriated funds in the amount of $2,000,000.00 to Project Account CI2432.

On April 22, 2024, by Ordinance No. 10689, City Council approved and authorized the Mayor to execute a Cooperation Agreement between the City of Pueblo and the HARP Authority relating to the construction of the HARP Channel and Riverwalk Extension Project.

BACKGROUND:

Pueblo Urban Renewal Authority is providing these funds to be used for the HARP Channel Extension and Boathouse Project ("Project") construction. The funds will be combined with funds from Pueblo County 1A, a DOLA grant, ARPA, Sales and Use Tax Capital Improvement Projects Fund, and the General Fund to pay for the Project. The HARP Channel Extension and Boathouse construction project will result in demolition of the existing eastern channel terminus, construction of new channel eastward to Santa Fe Drive, new and retrofitted utilities, paving and hardscapes, drainage, site electrical and lighting, landscape improvements, and the construction of a new two-story building which will house equipment and boats, HARP offices, and a rooftop space for public gatherings.

Resolution 15594, approved on April 8, 2024, accepted the funds; however, budgeting and appropriating all funds must be done by Ordinance.

FINANCIAL IMPLICATIONS:

Funds in the amount of $200,000.00 will be budgeted and appropriated into Project Account CI2432 - Const. HARP Extension and Boathouse.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve this Ordinance will prevent the City from receiving the funds from PURA.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Reso 15594

ORDINANCE NO.

AN ORDINANCE RESCINDING RESOLUTION 15594, ACCEPTING FUNDS IN THE AMOUNT OF $200,000.00 FROM PUEBLO URBAN RENEWAL AUTHORITY, FOR THE HARP CHANNEL EXTENSION AND BOATHOUSE CONSTRUCTION PROJECT, AND BUDGETING AND APPROPRIATING SAID FUNDS TO PROJECT ACCOUNT CI2432 - CONST. HARP EXTENSION AND BOATHOUSE.

WHEREAS, Resolution 15594 erroneously budgeted and appropriated funds, which must be done by Ordinance; AND

WHEREAS, Pueblo Urban Renewal Authority has tendered $200,000 to the City to help fund the HARP Channel Extension and Boathouse Project construction; AND

WHEREAS, acceptance of the $200,000 is in the best interest of the City; NOW THEREFORE

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

SECTION 1.

Resolution 15594 is hereby rescinded.

SECTION 2.

Funds in the amount of $200,000.00 are hereby accepted from Pueblo Urban Renewal Authority.

SECTION 3.

Accepted funds in the amount of $200,000.00 shall be budgeted and appropriated to Project Account CI2432 - Const. HARP Extension and Boathouse.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

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

DocuSign Envelope ID: C8D63254-EDEA-499C-8FE5-C684C5F994BE

RESOLUTION NO. 15594

A RESOLUTION ACCEPTING FUNDS IN THE AMOUNT OF $200,000 FROM THE PUEBLO URBAN RENEWAL AUTHORITY FOR THE HARP CHANNEL EXTENSION AND BOATHOUSE CONSTRUCTION PROJECT, AND BUDGETING AND APPROPRIATING THE $200,000 TO PROJECT NO. CI2432

WHEREAS, the Pueblo Urban Renewal Authority has tendered $200,000 to the City to help fund the HARP Channel Extension and Boathouse Project construction;

WHEREAS, acceptance of the $200,000 is in the best interests of the City; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The funds tendered to the City by the Pueblo Urban Renewal Authority in the amount of $200,000 to fund, in part, construction of the HARP Channel Extension and Boathouse Project are hereby accepted, and budgeted and appropriated to Project No. CI2432.

SECTION 2.

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 to implement the transaction herein authorized.

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 08, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

DocuSigned by:
APPROVED: Mark Aliff
B7A4F31823AB482...
PRESIDENT OF CITY COUNCIL

DocuSigned by:
ATTESTED BY: Vince Petkosek
330F90D300E24F8...
CITY CLERK

DocuSign Envelope ID: C8D63254-EDEA-499C-8FE5-C684C5F994BE

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: April 08, 2024

TO: President Mark Aliff and Members of City Council

CC: Heather Graham, Mayor

VIA: Marissa Stoller, City Clerk

FROM: Steven Meier, Director Parks and Recreation Department

SUBJECT: A RESOLUTION ACCEPTING FUNDS IN THE AMOUNT OF $200,000 FROM THE PUEBLO URBAN RENEWAL AUTHORITY FOR THE HARP CHANNEL EXTENSION AND BOATHOUSE CONSTRUCTION PROJECT, AND BUDGETING AND APPROPRIATING THE $200,000 TO PROJECT NO. CI2432

SUMMARY:

This Resolution accepts $200,000 from the Pueblo Urban Renewal Authority to assist in the construction of the HARP Channel Extension and Boathouse Project.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

Pueblo Urban Renewal Authority is providing these funds to be used for the HARP Channel Extension and Boathouse Project ("Project") construction. The funds will be combined with funds from Pueblo County 1A, a DOLA grant, ARPA, Sales and Use Tax Capital Improvement Projects Fund, and the General Fund to pay for the Project. The HARP Channel Extension and Boathouse construction project will result in demolition of the existing eastern channel terminus, construction of new channel eastward to Santa Fe Drive, new and retrofitted utilities, paving and hardscapes, drainage, site electrical and lighting, landscape improvements, and the construction of a new two-story building which will house equipment and boats, HARP offices, and a roof top space for public gatherings.

DocuSign Envelope ID: C8D63254-EDEA-499C-8FE5-C684C5F994BE

FINANCIAL IMPLICATIONS:

Not applicable to this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Recommend approval.

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

City Council can decide not to accept the funds from the Pueblo Urban Renewal Authority.

RECOMMENDATION:

Approval of the Resolution.

DocuSign Envelope ID: C8D63254-EDEA-499C-8FE5-C684C5F994BE

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Harley Gifford

SUBJECT: AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND GOODRICH CORPORATION, A NEW YORK CORPORATION, AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, FOR THE PREMISES KNOWN AS LOT 8, LOT 11, AND PARCEL G, WILLIAM WHITE BOULEVARD, PUEBLO, COLORADO

SUMMARY:

This Ordinance would approve a Lease Agreement with Goodrich Corporation to allow Goodrich Corporation to utilize City-owned land for the purpose of installing a fence line monitoring system required for compliance with the Colorado Department of Public Health and Environment-AQD.

PREVIOUS COUNCIL ACTION:

On April 22, 2024, City Council approved Resolution No. 15614, which approved a Revocable Permit by and between the City of Pueblo and Goodrich Corporation for the use of Lot 8, Lot 11, and Parcel G, William White Boulevard, Pueblo, Colorado for the purpose of installing a fence line monitoring system required by the Colorado Department of Health and Environment – AQD.

BACKGROUND:

Goodrich Corporation is seeking land in addition to its current location at 50 William White Boulevard, Pueblo, Colorado 81001 for the purpose of air quality fence line testing. The location of the leased premises is ideal for this purpose as the lots and parcel are undeveloped land.

FINANCIAL IMPLICATIONS:

Goodrich Corporation will remit to the City $7,842.00 per month during the 10-year Lease Agreement with increases as described in the Lease Agreement.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council may choose not to approve the Lease Agreement, in which case, Goodrich Corporation will need to find alternative resources to remain compliant with the State of Colorado.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

1. Collins Aerospace Goodrich Lease Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND GOODRICH CORPORATION, A NEW YORK CORPORATION, AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, FOR THE PREMISES KNOWN AS LOT 8, LOT 11, AND PARCEL G, WILLIAM WHITE BOULEVARD, PUEBLO, COLORADO

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

SECTION 1.

The Lease Agreement by and between the City of Pueblo, a Colorado Municipal Corporation, and Goodrich Corporation, a New York Corporation, authorized to do business in the State of Colorado, for the premises known as Lot 8, Lot 11, and Parcel G, William White Boulevard, Pueblo, Colorado attached hereto and having been approved as to form by the Deputy City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute and deliver Agreement in the name of the City and the City Clerk shall affix the Seal of the City thereto and attest the same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

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

LEASE AGREEMENT

THIS LEASE entered into as of June 1, 2024 (the "**Effective Date**") by and between the **City of Pueblo**, a Colorado Municipal Corporation ("**City**") and **Goodrich Corporation**, a corporation organized and existing under and by virtue of the laws of the State of New York and authorized to do business in the State of Colorado, ("**Lessee**") dba Collins Aerospace, ("**Lessee**"), singularly "**Party**" and collectively "**Parties**", WITNESSETH:

WHEREAS, City is the owner of Lot 8, Lot 11, and Parcel G, William White Boulevard, Pueblo, Colorado, consisting of seventy-four and 97/100 (74.97) square acres (the "**Leased Premises**"); and

WHEREAS, Lessee is desirous of leasing the Leased Premises and City is willing to lease the Leased Premises to Lessee upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants and conditions contained herein, City and Lessee hereby agree as follows:

Article 1. Leased Premises.

1.01 Beginning the Effective Date, City leases to Lessee and Lessee leases from City the Leased Premises, upon and subject to the covenants, provisions and conditions herein.

1.02 This Lease and Lessee's use of the Leased Premises are subject to the easements, rights of way, covenants, conditions, restrictions, reservations and limitations appearing of record, and all applicable zoning and land use laws, ordinances, codes and regulations governing and regulating the Leased Premises and its use.

Article 2. Term.

2.01 The term of this Lease shall commence on the Effective Date and shall terminate on the earlier to occur of:

(i) Ten years from the Effective Date (the "**Initial Term**");

(ii) Any early termination in accordance with the terms of this Lease.

2.02 At the end of the Initial Term, Lessee will have an exclusive right to elect to extend the Lease for one five-year period (the "**Lease Extension**") (the Initial Term and Lease Extension shall be collectively referred to herein as "**Terms**"). Lessee may exercise this right by sending written notice to the City at least twelve (12) months prior to the end of the Initial Term. Rent for the Lease Extension will be determined based on an assessment of the fair market value of the Leased Premises. The assessment shall be performed at the time Lessee notifies the City of its intent to exercise the Lease Extension (e.g., at year 9 of the Lease). Prior to the beginning of the Lease Extension, the Parties will negotiate in good faith the new rent rate for the Lease Extension. The new rent rate will be documented in writing and signed by both Parties. If the Parties are unable to reach an agreement on the new rent rate, the Parties will each retain their own assessor

to assess the value of the Leased Premises for purposes of determining the new rent rate. The Parties will continue to negotiate a new rent rate based upon the property assessments each Party obtains. If the Parties still cannot reach an agreement on the new rent rate, then the Parties' assessors will identify a neutral third assessor who will, using the two existing appraisals, determine the value of the Leased Premises for the purpose of establishing the new rent rate. The Parties agree to accept the new Rent Agreement rate established by the neutral assessor. The cost of the neutral assessor shall be paid equally by both Parties. There shall be a cap to the new rent (the "**Cap**"), as set forth below.

(i) Notwithstanding the foregoing, for the Lease Extension, the new rent rate shall not exceed the year 9 rent rate adjusted by the sum, for Lease years 3 through 9, of the difference between the actual Consumer Price Index and the CPI 3% Cap. For example, when the new rent is set at year 3, if the actual Consumer Price is 10%, then the difference between the actual Consumer Price Index and the CPI 3% Cap is 8%. That 8% difference shall be added with all such differences calculated for years 4 through 9 to calculate the Cap for the New Rent for the first Lease Extension.

Article 3. Rent.

3.01 Lessee shall pay to City the sum of Seven Thousand, Eight Hundred Forty-Two and 00/100 Dollars ($7,842.00) (**Rent**") per month. Rent shall be pro-rated for the month in which the Effective Date occurs and shall be due and payable, without notice, on the Effective Date. Rent for the ensuing months shall be due and payable, without notice, on or before the first day of each month during the Lease Terms.

3.02 Commencing on the fourth (4th) anniversary of the Effective Date, Rent shall be calculated by using the price per acre amount used in the third year of the Lease plus an adjustment equal to the Consumer Price Index (as defined herein), but in no event shall the Consumer Price Index adjustment exceed three percent (3%) (the "**CPI 3% Cap**"). Commencing on the fifth (5th) anniversary of the Effective Date, and each anniversary date thereafter, Rent shall be calculated by using the price per acre amount used in the immediately preceding year, plus an adjustment equal to the Consumer Price Index, but in no event shall the Consumer Price Index adjustment exceed three percent (3%) in any given year. As used herein, "Consumer Price Index" shall mean the Consumer Price Index for all urban households (Base Year 1982-1984 = 100) in the West Region (CPI-U) as determined and published by the United States Department of Labor, Bureau of Labor Statistics for the applicable year.

3.03 It is the intent of the Parties hereto that this Lease be a "triple net" lease with City incurring no obligation, monetary or otherwise, hereunder.

3.04 Rent required to be made by Lessee hereunder which remain unpaid fifteen (15) days after its due dates shall bear interest at the rate of ten percent (10%) per annum until paid.

3.05 Lessee's obligation to pay Rent to City hereunder is absolute and unconditional and Rent shall not be offset, abated, reduced or withheld for any reason whatsoever, except as may be

provided by the provisions of this Lease.

Article 4. Option to Purchase.

4.01 City, subject to the express release of the Leased Premises by the Federal Aviation Administration ("**FAA**") and the requirements of 14 C.F.R. Part 155, grants to Lessee a personal and non-transferrable option to purchase the Leased Premises, for a period of five (5) years after the Effective Date of this Lease Agreement, at the Fair Market Value of the Leased Premises as determined by an appraisal by a licensed appraiser having at least ten (10) years' experience with commercial properties in the Pueblo, Colorado area, completed not more than ninety (90) days prior to the closing. Lessee may exercise this option by providing City one hundred twenty (120) days' prior written notice. Thereafter, the Parties shall enter into a Purchase and Sale agreement for the Leased Premises, with such sale conditioned upon the release of the Leased Premises by the FAA.

Article 5. Use of Leased Premises.

5.01 The Leased Premises shall be used and occupied by Lessee to install a fence line monitoring system required for compliance with the Colorado Department of Public Health and Environment-AQD

5.02 Lessee shall be authorized to construct and install upon the Leased Premises four 12' x 12' sheds, with electrical connections thereto, to house fence line monitoring transducers, receivers, and related equipment. Lessee shall construct and install said buildings on concrete foundations for leveling and stability. Lessee shall install a chain link fence surrounding each building for security purposes.

5.03 Lessee shall use the Leased Premises in a careful, safe and proper manner in compliance with all laws and regulations applicable to the Leased Premises and Lessee's use thereof. Lessee shall not cause, maintain or permit any nuisance or waste in, on, or about the Leased Premises.

5.04 Lessee shall not abandon or cease to conduct business on the Leased Premises for any period longer than ninety (90) consecutive days.

5.05 In the event Lessee, through additional construction or installation, causes the Leased Premises to become a developed property, as contemplated by Sec. 3-1-14, Pueblo Municipal Code, Lessee shall be required to pay, in addition to Rent, a Combined Service Fee pursuant to Sec. 3-1-14, Pueblo Municipal Code.

Article 6. Condition of Premises.

6.01 It is understood and agreed that the Leased Premises are leased "as is, where is, with all its faults" and that City does not make and has not at any time made any warranty or representation of any kind or character, express or implied, with respect to the Leased Premises, including, but not limited to, any warranty or representation as to habitability, merchantability, fitness for a particular purpose, title (other than the covenant of quiet possession set forth in Article

16, herein), zoning (other than that the leased premises are zoned for the permitted use), physical or environmental conditions, utilities, governmental approvals, the compliance of the leased premises with governmental and environment al laws and regulations, the truth, accuracy or completeness of any document or other information provided to lessee by city or any other person, or any other matter or thing regarding the leased premises not contained herein.

6.02 The taking of possession of the Leased Premises by Lessee on the Effective Date shall be conclusive evidence that the Lessee accepts the Leased Premises in its then present condition and that the Leased Premises are in good and satisfactory condition at the time such possession was taken.

Article 7. Alterations and Improvements.

7.01 Except as set forth in Section 5.02 above, Lessee shall not make any additions, alterations or improvements in or to the Leased Premises ("**Alterations**") without City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee shall not, to the extent Lessee receives knowledge of same, permit or allow any lien to be filed or recorded against the Leased Premises or City's or Lessee's interest therein, and Lessee shall fully cooperate with City in obtaining the protection afforded City under Section 38-22-105, C.R.S. All alterations made in or to the Leased Premises by Lessee with City's consent shall become part of the Leased Premises and be surrendered with the Leased Premises at the termination of this Lease. All other Alterations shall, at the option of City (and with City's direction to Lessee), be removed by Lessee at Lessee's sole cost and expense.

7.02 All personal property, equipment, fixtures and improvements of a detachable or temporary nature installed or placed upon the Leased Premises by Lessee including trade fixtures, shall remain the property of Lessee, subject to Lessee's right, at its option, to remove same at any time but not later than thirty (30) days after termination of this Lease. Lessee shall repair all damage (except reasonable wear and tear) to the Leased Premises caused by such removal. The failure of Lessee to remove its equipment, fixtures and detachable improvements within thirty (30) days after termination of this Lease shall, at the option of City, be deemed an abandonment of such property and City may dispose of such property as the City, in its sole discretion, may determine.

Article 8. Repairs and Maintenance.

8.01 City shall not be obligated to repair, maintain or alter the Leased Premises or any part thereof, except for damage caused by City or its employees, invitees, agents or representatives. Lessee, at its expense, shall keep and maintain the Leased Premises, including, without limitation, the buildings and other improvements on the Leased Premises, in good working condition and repair, and in a good, clean and safe condition at all times during the Terms of this Lease and return the same to City upon termination in good condition and state of repair.

8.02 If Lessee becomes obligated to make repairs by an occurrence covered by the insurance described in Article 11, the net proceeds of such insurance shall be used by Lessee to offset the cost of repairs.

Article 9. Right of Entry.

City, or City's officers, employees, agents and representatives, may enter the Leased Premises during normal business hours upon reasonable notice to Lessee, except that in the case of any emergency or possible casualty involving the Leased Premises, entry may be made at any time without notice to Lessee.

Article 10. Assignment.

The interests and privileges granted under this Lease are personal. No interests or privileges under this Lease may be transferred except as provided in this Lease. Lessee may not sublet, assign, or otherwise transfer the Leased Premises, in whole or in part, without the express written consent of the City.

Article 11. Insurance and Indemnification.

11.01 Lessee shall indemnify and hold City, its officers, employees and agents, harmless from and defend them against any and all claims and liability, including cost of defense and reasonable attorney fees, for any injury or damage to Lessee or its officers, agents or employees, or to Lessee's property, or to any third person, or to the property of any third person: (a) occurring in, on or about the Leased Premises during the Terms; or (b) arising out of or resulting, during the Terms, from the Leased Premises, or any condition thereon, or from Lessee's use and occupancy of the Leased Premises, or any of Lessee's equipment thereon or appurtenances thereto, or any activity conducted thereon by Lessee or Lessee's employees, invitees, agents or representatives; all of the above with exception of any injury or damage caused by the acts of City, its officers, employees, invitees or agents.

11.02 Lessee shall secure and maintain in full force and effect, at its expense, during the effective term of this Lease, (a) commercial general liability insurance including coverage for personal injury (including death), property damage and contractual coverage in the minimum amount of $1,000,000 combined single limit naming City, its officers, employees or agents as additional insureds, and (b) Colorado Workers' Compensation insurance or other similar coverage in the statutorily mandated amounts. Neither Party shall be liable to the other Party for any claim, loss or casualty covered by such insurance and each Party waives any claim therefore against the other Party whether by way of subrogation or otherwise.

11.03 A copy of each insurance policy, or certificate thereof, issued by an association or company authorized to issue such policy or policies under the laws of the State of Colorado containing a provision prohibiting cancellation or material modification of the insurance except after no less than (10) days' notice to City, shall be delivered to the City within thirty (30) days after the Effective Date of this Lease, and thereafter the Lessee will furnish to City evidence of the continuance of the insurance coverage required herein within a reasonable time after the same has been issued.

Article 12. Fire and Extended Coverage Insurance.

Lessee may, at its expense, during the Terms of this Lease, secure and maintain in full

force and effect "All-Risk" casualty insurance (including, without limitation, fire, extended coverage and boiler insurance) upon the Leased Premises. If Lessee secures casualty insurance, such insurance shall be in an amount not less than the full replacement value of the improvements to the Leased Premises (without deduction for physical depreciation), and issued by an insurance company or association authorized to issue such policies under the laws of the State of Colorado and approved by City, shall contain a deductible of not more than $15,000.00 and a standard Colorado mortgagee/landlord clause in favor of City, and shall not be subject to cancellation, reduction or modification upon less than ten (10) days' written notice to City. Such insurance, by its terms or by endorsement, shall waive any right of subrogation of the insurer against City, its officers, agents and employees, for any loss or damage resulting from covered perils. Lessee will furnish to City evidence of such insurance and its continuance during the Term of this Lease.

Article 13. Taxes and Assessments.

13.01 Lessee shall promptly pay and discharge, as they become due and before delinquency, any and all property taxes, assessments, charges, liens, levies or excises, whether general or special or ordinary or extraordinary, of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature or kind, which may be levied, charged or imposed, or which may become a lien or charge on or against the Leased Premises or any part thereof, the leasehold interest of City or Lessee herein, or the improvements situated on the Leased Premises during the effective period of this Lease. In the event Lessee desires to contest the valuation for assessment of property taxes on the Leased Premises, City agrees to cooperate with Lessee, provided that such cooperation does not require City to incur any cost or expense.

13.02 Lessee shall pay before delinquency any and all property taxes levied or charged against any of the personal property belonging to it and situated on the Leased Premises or used in connection with the operation and maintenance of the building located on the Leased Premises.

13.03 Lessee shall furnish City within thirty (30) days after any amount is payable by Lessee under this Article 12, official receipts of the appropriate taxing authority or other proof satisfactory to City evidencing such payments as are required under this Article.

13.04 City shall, to the extent it is aware of or receives the same, promptly and timely forward all correspondence, notices, bills and the like from any government, regulatory, utility company or taxing authority with respect to the Leased Premises, or any matter affecting the same, to Lessee.

Article 14. Utilities.

Lessee shall pay, before delinquent, all charges for sewer, water, gas, electricity, telephone and all other utility services furnished to or used in or supplied to the Leased Premises. City shall not be obligated to furnish or provide any utilities, facilities or services of any kind.

Article 15. Damage to or Destruction of Premises.

15.01 If, during the Terms of this Lease, the Leased Premises shall be damaged to such

an extent that the repair of such damage and the restoration of the Leased Premises can be accomplished, with reasonable diligence, within one hundred eighty (180) days after such damage (provided such damage was not caused by City or its employees, invitees, agents or representatives, in which event City shall make such repairs), Lessee shall promptly repair such damage and cause the Leased Premises to be restored to their condition prior to the event causing the damage. If, during the Terms of this Lease, the Leased Premises shall be destroyed or damaged to such an extent that the repair of such destruction or damage and the restoration of the Leased Premises cannot be accomplished, with reasonable diligence, within one hundred eighty (180) days after destruction or damage, then, to the extent Lessee has knowledge of the same, Lessee shall promptly notify City in writing of such fact within forty-five (45) days after the date of such destruction or damage, and Lessee shall thereafter have the right, during a period of thirty (30) days following such notification, to terminate this Lease by written notice to the City, declaring this Lease to be terminated provided, however, that, as a condition precedent to such termination, all proceeds of insurance required to be maintained by Lessee under Article 11 shall be paid to City (to the extent any proceeds are collected and only up to the amount required to repair the Leased Premises), or, if Lessee fails to maintain the insurance required to be maintained by Lessee under Article 11, an amount equal to the insurance proceeds which would have been available but for such failure shall be paid by Lessee to City. Unless such notice of immediate termination shall be given within such 30-day period and the applicable amount of proceeds of insurance are paid to City, this Lease shall continue in full force and effect and Lessee shall promptly repair such destruction or damage and cause the Leased Premises to be restored to their condition prior to the event causing the destruction or damage. In the event the Leased Premises are destroyed or damaged, or partially destroyed or damaged, the monthly rent payable by Lessee shall be abated proportionately according to the floor area of the Leased Premises which is usable by Lessee. Such abatement shall continue for the period commencing with such damage or destruction and ending when Lessee or City, as may be applicable, completes repair work or reconstruction. Lessee or City, as applicable, shall diligently commence and expeditiously complete the repair work or reconstruction.

15.02 If Lessee shall make the repairs, such repairs, restoration or rebuilding shall be conducted as expeditiously as possible in accordance with plans and specifications submitted to and reasonably approved in writing by City and in compliance with all applicable laws, regulations and codes.

Article 16. Hold Over.

If Lessee shall hold over after the expiration of the Initial Term or any Lease Extension, without a signed renewal or new Lease, then Lessee shall be deemed a Lessee from month to month on all of the terms and conditions set forth in this Lease, except that the monthly Rent due under this Lease shall increase by ten percent (10%) over the rent being charged on the last month prior to the hold over. Nothing in this Section shall be construed as permission of the City to hold over beyond the expiration of the Initial Term or any Lease Extension.

Article 17. Quiet Possession.

Lessee may peacefully have, hold and enjoy the Leased Premises, subject to the other terms

of this Lease, provided that Lessee fulfils all of Lessee's covenants and agreements contained herein.

Article 18. Default.

18.01 In the event of default at any time by Lessee or City in the performance of any of its covenants and obligations herein contained, and such default is not cured within thirty (30) days after written notice specifying the default is given by the non-defaulting Party to the defaulting Party, then, in such event, in addition to all other rights, the non-defaulting Party shall have the right, upon ten (10) days' notice in writing to the defaulting Party specifying the date of termination, to terminate this Lease and City may at such time reenter and take possession of the Leased Premises.

18.02 In the event the Parties hereto become involved in litigation arising out of this Lease, or the performance or breach thereof, the Court shall award costs, expenses, and reasonable attorney fees to the substantially prevailing Party.

18.03 If Lessee or City violates any of the terms and provisions of this Lease or defaults in any of its obligations hereunder, such violation may be restrained or such obligation enforced by injunction at the instance and request of City or Lessee, as applicable, without the showing of any special damages or an inadequate remedy at law.

Article 19. Waiver and Time of Essence.

No waiver of any breach or breaches of any provision, covenant or condition of this Lease shall be construed to be a waiver of any preceding or succeeding breach of such provision, covenant or condition, or of any other provision, covenant or condition.

Article 20. Notices.

All notices, demands or communications of any kind which may be required or desired to be served, given or made by Lessee upon or to City, under the terms of or in connection with this Lease, shall be sufficiently served, given or made (as an alternative to personal service upon City) if such notice, demand or communication is sent by overnight courier or certified United States mail, addressed to:

City of Pueblo
ATTN: Mayor
1 City Hall Place
Pueblo, Colorado 81003

with a copy to:

City of Pueblo
ATTN: Director, Department of Aviation
31201 Bryan Circle Suite 200
Pueblo, CO 81001

City of Pueblo
ATTN: City Attorney
1 City Hall Place, 3rd Floor
Pueblo, CO 81003

(or to such other person or address as may hereafter from time to time be designated for this purpose by City to Lessee in writing). All notices, demands or communications of any kind which may be required or desired to be served, given or made by City upon or to Lessee, under the terms of or in connection with this Lease, shall be sufficiently served, given or made (as an alternative to personal service upon Lessee) if such notice, demand or communication is sent by overnight courier or certified United States mail, addressed to:

Goodrich Corporation
50 William White Blvd
Pueblo, CO 81001
Attention: Phil Kloos

(or to such other person or address as may hereafter from time to time be designated for this purpose by Lessee to City in writing).

Article 21. Environmental Provisions.

21.01 For the purpose of this Lease, "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado or the United States government and shall include, but not be limited to (1) substances defined as "hazardous waste", "restricted hazardous waste", "hazardous substance" or "hazardous material" under any applicable federal, state or local law or regulation ("Environmental Regulations"), (2) asbestos-containing materials, (3) PCBs, (4) petroleum or petroleum based products, and (5) lead.

21.02 Lessee will comply with Environmental Regulations that are applicable to Lessee and its use of the Leased Premises. No activity shall be undertaken by the Lessee, its employees, agents, licensees, invitees, contractors or subcontractors, on all or any portion of the Leased Premises which would cause or permit:(i) the presence, use, generation, release, discharge, storage or disposal of any Hazardous Material in, on, under, about, or from the Leased Premises or any part thereof in violation of any Environmental Regulations; (ii) any portion of the Leased Premises to become a hazardous waste treatment, storage or disposal facility without receiving proper governmental authorization, and in compliance with all Environmental Regulations; or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions without receiving proper governmental authorization, and in compliance with all Environmental Regulations, including, without limitation, the Federal Water Pollution Control Act, U.S.C. Section 1251 *et seq*., and the Clean Air Act, 42 U.S.C. Section 7401, *et seq*.

21.03 Lessee agrees to defend, indemnify and forever hold harmless the City, its officers,

employees, agents, successors, and assigns, as their interest may appear, from all claims, losses, damages, penalties, expenses and costs, including, but not limited to, attorneys' fees, remediation and cleanup costs, incurred by reason of the use, storage, generation, release, discharge, maintenance, disposal, or removal of Hazardous Materials in, on, under, about, or from the Leased Premises, or any part thereof, by Lessee, its employees, agents, licensees, invitees, contractors and subcontractors. The provisions of this Article 20 and Article 10 shall expressly survive the expiration of the Term or other termination of this Lease.

Article 22. F.A.A. Lease Requirements:

22.01 This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States, relative to the use, development, operation, or maintenance of the Pueblo Memorial Airport ("Airport").

22.02 Lessee shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations with respect to the construction of any structure or building on the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure on the Leased Premises.

22.03 It is understood and agreed that nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

22.04 City reserves for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation or flight in said airspace, and for use of said airspace for landing on, taking off from, or operations on or over the Airport.

22.05 Lessee by accepting this Lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure, building or object nor permit the growth of any tree on the Leased Premises to a height not to exceed thirty-five (35) feet above ground level. In the event the aforesaid covenant is breached, City reserves the right to enter upon the Leased Premises and to remove the offending structure or object or cut the offending tree, all of which shall be at the expense of the Lessee.

22.06 Lessee shall not make use of the Leased Premises in any manner which might interfere with the landing or taking off of aircraft at the Airport, or otherwise constitute a hazard to aviation. In the event the aforesaid covenant is breached, City reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of the Lessee.

Article 23. Miscellaneous Provisions.

23.01 Colorado Law. This Lease shall be governed by the laws of the State of Colorado and shall be construed in accordance therewith without reference to such State's choice of law and/or conflict of law principles.

23.02 Writing for Waiver or Modification. No provision of this Lease may be waived or modified except by an agreement in writing signed by the waiving Party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

23.03 Binding Effect. This Lease sets forth the entire and complete understanding and agreement of the Parties hereto with respect to the subject matter hereof. Lessee acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties of City except such as are expressed herein. This Lease shall be binding on the Parties, their successors and approved assigns.

23.04 Construction. Throughout this Lease, the singular shall include the plural; the plural shall include the singular; and the masculine and neuter shall include the feminine, wherever the context so requires.

23.05 Text to Control. The headings of sections are included solely for convenience of reference. If any conflict between any heading and the text of this Lease exists, the text shall control.

23.06 Severability. If any provision of this Lease is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Lease shall be construed and enforced as if such invalid provisions had never been inserted in the Lease.

23.07 Venue and Jury Trial. City and Lessee agree that exclusive venue for all actions or causes of action relating to this Lease or the Leased Premises shall be Pueblo County, Colorado. All such actions shall be filed in the District Court in and for the County of Pueblo, State of Colorado and City and Lessee submit to the jurisdiction of that Court. To the extent allowed by law, each Party waives its right to a jury trial.

23.08 Brokerage Commission. City and Lessee each represent to the other that they have not entered into any agreement or incurred any obligation in connection with the Lease transaction which might result in the obligation to pay a brokerage commission to any brother. Each Party shall indemnify and hold the other Party harmless from and against any claim or demand by any broker or other person for bringing about this Lease who claim to have dealt with such indemnifying party, including all expenses incurred in defending any such claim or demand (including reasonable attorney's fees).

23.09 Warranties. The persons signing this Lease on behalf of each of the Parties represent and warrant that such persons and Lessee or City, as applicable, have the requisite power and authority to enter into, execute and deliver this Lease and that this Lease is a valid, legally binding obligation of Lessee or City, as applicable, enforceable against such Party in accordance with its terms.

23.10 Time of Essence. Time shall be and is of the essence as to the performance of all terms, conditions and obligations under this Lease.

23.11 Third Parties. The provisions of this Lease are and will be for the benefit of City and Lessee only and not for the benefit of any third party, and accordingly, no third party shall have any right or remedy hereunder or the right to enforce any provision of this Lease.

Remainder of Page Intentionally Blank

IN WITNESS WHEREOF, City and Lessee, by their duly authorized representatives, have executed this Lease on the day and year first above written.

City of Pueblo, Colorado
a Colorado Municipal Corporation

[S E A L]

Attest:_____ By_____
City Clerk Heather Graham
Mayor

Goodrich Corporation
a New York Corporation

By_____
Name:
Title:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of April, 2024 by _____, as _____ of Goodrich Corporation, a New York Corporation.

Witness my hand and official seal.

My commission expires: _____.

[S E A L] _____
Notary Public

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Regina Maestri, Councilor

SUBJECT: AN ORDINANCE AMENDING PUEBLO MUNICIPAL CODE TITLE XI, CHAPTER 1 TO ADD A NEW SECTION 612 REGULATING SCHEDULED COMMERCIAL PASSENGER TRANSPORTATION WITHIN THE CITY OF PUEBLO, AND PROVIDING PENALTIES THEREFOR

SUMMARY:

Attached is a proposed Ordinance which amends the Pueblo Municipal Code to add a new Section 612 regulating scheduled commercial passenger transportation within the City, and providing penalties therefor.

PREVIOUS COUNCIL ACTION:

Council has not taken any action on this matter.

BACKGROUND:

Businesses, State and local governments have recently adopted a policy of conducting unplanned busing of individuals within the State of Colorado. This practice threatens the health, safety, and welfare of passengers aboard these commercially license buses. The offloading of commercial passengers at unknown locations without a pre-determined destination endangers the health, safety, and welfare of the commercial passengers, and is further detrimental to the health, safety, and welfare of the community where the commercial passengers depart from their transportation.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

A “no action” alternative would maintain the *status quo ante*.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING PUEBLO MUNICIPAL CODE TITLE XI, CHAPTER 1 TO ADD A NEW SECTION 612 REGULATING SCHEDULED COMMERCIAL PASSENGER TRANSPORTATION WITHIN THE CITY OF PUEBLO, AND PROVIDING PENALTIES THEREFOR

WHEREAS, City Council finds that the purpose and intent of this Ordinance is to provide for the health, safety, and welfare of passengers aboard commercial transportation while in the City; and

WHEREAS, the debarking of commercial passengers other than at a pre-scheduled destination endangers the health, safety, and welfare of the commercial passengers, and is further detrimental to the health, safety, and welfare of the community where the commercial passengers depart from their transportation; NOW, THEREFORE,

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

SECTION 1.

Pueblo Municipal Code Title XI, Chapter 1 is hereby amended to add Section 612 as follows:

Sec. 11-1-612. – Commercial Passenger Vehicles

(a) For purposes of this Section, the following definitions shall apply

(1) "Commercial passenger vehicle" means any vehicle where payment is made, received, or promised for the transportation of any person, including buses, vans, and trucks. For the purpose of Section 1 of this Ordinance, "commercial passenger vehicle" does not include rental cars; ride-sharing services; taxi cabs; or vehicles operated by any government body of the State of Colorado.

(2) "Scheduled destination" means a planned route to a planned destination that can be demonstrated by a departure and arrival schedule, passenger ticket, receipt, or other publicly available document depicting the location where passengers are planned to disembark the commercial passenger vehicle.

(b) It shall be unlawful and a Class II municipal offense for a driver to stop a commercial passenger vehicle in the City for the purpose of unloading passengers other than at a scheduled destination.

(c) The driver of a commercial passenger vehicle shall possess and be able to present documentation demonstrating the passengers will disembark at a scheduled destination.

(d) It shall be unlawful and a Class II municipal offense for a driver to fail or refuse to present documentation demonstrating the scheduled destination.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE CREATING SECTION 408 OF CHAPTER 1 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE ADDING THE OFFENSE OF POSSESSION OF THEFT TOOLS AND PROVIDING PENALTIES THEREFOR

SUMMARY:

This Ordinance would make it unlawful to possess tools used in commission of crimes if the possessor intends to use said tool in the commission of theft.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

State law includes the crime of “possession of burglary tools” which includes devices used for theft. Effective March 2022, the state reduced this crime from a felony to a 2nd degree misdemeanor.

Loss prevention officers working for local retailers have reported the problems associated with theft from their businesses and the use of tools to overcome anti-theft devices such as hard tags that alert security systems when they are taken beyond a detector at an exit. Loss prevention specialists have further reported that those individuals use these tools as potential weapons when confronted for the theft making the situation more dangerous.

FINANCIAL IMPLICATIONS:

Unknown if any increase in tickets will impact Municipal Court. This would potentially be written as an additional charge on theft tickets, the calls for which the police department is already responding.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Stakeholders have not been approached directly about this Ordinance, however, this topic was discussed at the local meeting of the Colorado Organized Crime Alliance, which is a meeting of local loss prevention specialists and law enforcement.

ALTERNATIVES:

If this Ordinance is not approved the City will not be able to prosecute those using these devices in attempting theft.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE CREATING SECTION 408 OF CHAPTER 1 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE ADDING THE OFFENSE OF POSSESSION OF THEFT TOOLS AND PROVIDING PENALTIES THEREFOR

WHEREAS, the City of Pueblo ("City") is a Colorado home rule municipality, with all powers and authority vested under Colorado law; and

WHEREAS, the possession of tools used in the commission of thefts including those used for theft is prohibited by state law; and

WHEREAS, individuals use these tools to cut off, evade, or thwart loss prevention devices making it easier to steal items from retail stores, and many of these items can be used as weapons against loss prevention specialists and employees of retail stores; and

WHEREAS, it is in the public interest to curtail the use of tools during and to assist in the commission of theft; NOW, THEREFORE,

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

SECTION 1.

Section 408 of Chapter 1 of Title XI of the Pueblo Municipal Code is hereby created and enacted to read as follows;

Section 11-1-408 Possession of Theft Tools.

It shall be unlawful and a Class 2 municipal offense for any person to possess any explosive, tool, instrument, or other article adapted, designed, or commonly used for committing or facilitating the commission of an offense involving theft by a physical taking, and intends to use the thing possessed, or knows that some person intends to use the thing possessed, in the commission of such an offense.

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 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: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor
Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 3 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2025, THROUGH DECEMBER 31, 2025, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a proposed Ordinance which would extend the current negotiated collective bargaining agreement (the "Agreement") between the City of Pueblo and International Association of Firefighters Local No. 3 ("Union") for the calendar year 2025.

PREVIOUS COUNCIL ACTION:

Ordinance No.10541 was passed on August 28, 2023, and approved and enacted the Agreement beginning January 1, 2024. The Agreement includes a provision that allows the City to extend the contract for two successive one-year terms.

BACKGROUND:

In 2023, the City of Pueblo and International Association of Firefighters Local 3 negotiated a Collective Bargaining Agreement. The Agreement was reduced to writing, signed by the parties, and enacted by Ordinance. The Agreement includes a provision that allows the City to extend the contract for two successive one-year terms provided such election is made on or before June 1, 2024. The extended term for 2025 would be upon the same terms and conditions, except for the following:

Article 10 Wages – Effective January 1, 2025, the monthly pay rate for each class, grade step or position of the employees in the Firefighter classification shall be increased over the amount set by Ordinance establishing the 2024 pay levels by an amount equal to 7.0%. Wages for all other classifications are increased by a set

percentage based upon the top step of Firefighter wage: Engineer (107%), EMO (110%), Fire Inspector (112%), Lieutenant (120%), Captain (130%) and Assistance Fire Chief (150%) (“Promotional Wage Schedule").

FINANCIAL IMPLICATIONS:

As determined pursuant to Article 10 of the Agreement the wage increase cost for 2025 is approximately $1,330,410 (including associated salary-related benefits and step increases for employees in the Firefighter classification).

Article 24 of the Agreement states that insurance shall be as provided or otherwise determined pursuant to the August 26, 2019, Self-Funded Health Benefit Plan Amendment with any changes in premiums for 2025 determined prior to the end of this year.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Ordinance.

STAKEHOLDER PROCESS:

This wage increase is consistent with that negotiated and agreed to during collective bargaining agreement negotiations with the International Association of Firefighters Local No.3.

ALTERNATIVES:

If the City Council shall fail to extend the term of the Agreement, the parties would commence negotiations for a successor agreement and all provisions would be subject to negotiations.

RECOMMENDATION:

City Administration recommends approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 3 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2025, THROUGH DECEMBER 31, 2025, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, pursuant to the requirement of Section 8-14, City Charter, the corporate authorities of the City of Pueblo and the sole and exclusive bargaining agent of the firefighters, the International Association of Firefighters Local No. 3, negotiated a collective bargaining agreement commencing January 1, 2024 (the "Agreement"); and

WHEREAS, the Agreement was reduced to writing, signed by the parties, and enacted by Ordinance pursuant to the requirements of Section 8-14(l) of the Charter of the City of Pueblo, Colorado; and

WHEREAS, the Agreement includes a provision that allows the City to extend the contract for two successive one-year terms; and

WHEREAS, Section 3-17 of the City Charter requires that every Council act fixing compensation shall be by Ordinance; and

WHEREAS, Article 10, Section 20 of the Constitution of Colorado (the TABOR Amendment) could be interpreted to require that compensation for each year of the International Association of Firefighters Local No. 3 collective bargaining agreement be authorized by separate Ordinance; NOW, THEREFORE,

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

SECTION 1.

The term of the current collective bargaining agreement by and between the City of Pueblo and the International Association of Firefighters Local No. 3 is hereby extended for an additional one-year term from January 1, 2025 through December 31, 2025 on the same terms and conditions contained therein, except that wages during the extended term shall be as provided or otherwise determined pursuant to Article 10 of the Agreement and health insurance shall be as provided or otherwise determined pursuant to the parties Amendment to the Agreement with respect to a self-funded health benefit plan.

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 effectuate the policies and procedures described herein.

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE APPROVING A PURCHASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND MUSCO SPORTS LIGHTING LLC, A COLORADO CORPORATION IN THE AMOUNT OF $649,894 FOR NEW LIGHTING EQUIPMENT FOR THE CITY PARK BALLFIELDS 3 AND 4 AND THE MINERAL PALACE PARK PICKLEBALL COURTS, AUTHORIZING THE CITY OF PUEBLO'S PURCHASING AGENT TO EXECUTE THE PURCHASING AGREEMENT, CREATING PROJECT NO. CI2440, AND BUDGETING AND APPROPRIATING $649,894 TO PROJECT NO. CI2440

SUMMARY:

This Ordinance would approve the purchase agreement for lighting equipment for the City Park Ballfields 3 and 4 and the Mineral Palace Park Pickleball Courts.

PREVIOUS COUNCIL ACTION:

City Council approved the Lease Purchase Agreement with Clayton Holdings for this project on April 22, 2024.

BACKGROUND:

Approximately 99% of the City owned softball fields, outdoor basketball courts, and tennis courts consist of metal halide lamps. Metal halide lamps use large quantities of wattage to operate which results in exceptionally high utility expenses to operate annually.

The Parks and Recreation Department has been working on a plan to replace the metal halide lamps with efficient LED lights throughout the City which will result in the reduction of annual utility expenses while providing safer lighting for the recreational facility users.

The Parks and Recreation Department has determined that the softball field lights at

City Park Fields #3 and #4 are a priority for replacement. These lights and wooden poles were installed in the mid to late 1950s and are becoming a maintenance and safety concern.

The Mineral Palace Park Pickleball Courts were constructed in 2022 without lights. The addition of LED lights to this popular recreational facility will increase awareness and popularity of the new courts.

FINANCIAL IMPLICATIONS:

The total for the new LED lighting systems is $649,894, which will be amortized over five years. The cost will be financed through a lease/purchase agreement with Clayton Holdings, LLC with the first payment in the amount of $143,269 due on June 1, 2024. The City's obligations under the lease/purchase agreement will be subject to annual appropriation by the City Council. The City will make lease payments through Capital Project CI2440 – Athletic Field Lighting Replacement.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the City Council declines to approve this Ordinance, the City will not purchase the new LED sports field and court lighting systems required to maintain the community's expectations for quality and safe recreation experiences.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2024 Purchase Agreement - Sports Lighting - Musco

ORDINANCE NO.

AN ORDINANCE APPROVING A PURCHASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND MUSCO SPORTS LIGHTING LLC, A COLORADO CORPORATION IN THE AMOUNT OF $649,894 FOR NEW LIGHTING EQUIPMENT FOR THE CITY PARK BALLFIELDS 3 AND 4 AND THE MINERAL PALACE PARK PICKLEBALL COURTS, AUTHORIZING THE CITY OF PUEBLO'S PURCHASING AGENT TO EXECUTE THE PURCHASING AGREEMENT, CREATING PROJECT NO. CI2440, AND BUDGETING AND APPROPRIATING $649,894 TO PROJECT NO. CI2440

WHEREAS, the City desires to purchase, acquire, and lease new LED sports lighting systems constituting personal property necessary for the purpose of promoting safe outdoor recreation experiences to the citizens of our community; and

WHEREAS, the City is purchasing the lighting systems through a national cooperative purchasing agreement with Sourcewell Master Project: 199030, Contract Number: 071619-MSL. NOW, THEREFORE,

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

SECTION 1.

The Purchase Agreement between the City of Pueblo, a Colorado Municipal Corporation and Musco Sports Lighting, LLC, a Colorado Corporation, for lighting systems for City Park Ballfields #3 and #4 and the Mineral Palace Park Pickleball Courts in the amount of $649,894.00, the lease/purchase agreement relating to the equipment already having been approved by City Council, is hereby approved.

SECTION 2.

Funds in the amount of $649,894 are hereby budgeted and appropriated to Project No. CI2440.

SECTION 3.

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

SECTION 4.

This Ordinance shall become effective immediately upon final passage.

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

PURCHASE AGREEMENT

THIS AGREEMENT entered this 22nd day of April 2024 by and between the City of Pueblo, a Colorado Municipal Corporation (hereinafter referred to as "City"), and Musco Sports Lighting, LLC, a Colorado Corporation (hereinafter referred to as "Company").

WHEREAS, the equipment referenced herein is being purchased through a national cooperative purchasing agreement with Sourcewell Master Project: 199030, Contract Number: 071619-MSL, and Musco Sports Lighting.

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

1. In consideration of the payment of the fixed purchase price for the lighting equipment for the City Park Ballfields 3 and 4 and the Mineral Palace Pickleball Courts as provided herein, Company agrees to furnish and deliver to City, complete in every aspect, the equipment listed in the equipment schedule attached hereto as Exhibit A (hereinafter "Equipment"), in accordance and fully complying with and subject to the terms, conditions and requirements set forth in this Purchase Agreement.

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

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

Items	Early Delivery Date	Deadline (outside Delivery Date)
See Exhibit A attached	8 weeks after receiving Purchase Order	12 weeks after receiving Purchase Order

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

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

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

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

5. Payment to Company shall be made at the following time and in the following manner: In one lump sum payable upon delivery of Equipment or the funding of the Escrow Account through a Lease Purchase Agreement established with the City of Pueblo and an affiliated leasing company ("Lessor"), whichever occurs later. This Purchase Agreement is made expressly contingent upon City entering into the Lease Purchase Agreement with Lessor; in the event the Lease Purchase Agreement fails to close or proceeds are not made available for the purchase of the Equipment on or before April 30, 2024, this Purchase Agreement shall be deemed terminated and of no effect, and both parties shall be released from all obligations hereunder.

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

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

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

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

(Signatures follow on next page)

Musco Sports Lighting, LLC
A Colorado Corporation

_____
By:

Name:_____

Title:_____

City of Pueblo, a Colorado Municipal Corporation

_____
Naomi Hedden, Director of Purchasing

Balance of Appropriation Exists and
Funds are Available in Escrow Account

_____
Director of Finance

Approved as to form:

_____
City Attorney

EXHIBIT A
EQUIPMENT SCHEDULE

City Park BallFields-30/20 footcandle……..…….. $510,835
(Field 4:200'/249'/200'r, Field 3: 249'/245'/246'r, Dog Park:180'x100'

Pickleball Courts 1-8-30 footcandles …….……..……..$139,059
(Courts 1-8: 136' x143' includes future fixture accommodation on 2 poles')

Project Total $649,894

EXHIBIT B
QUOTES

(Attached to this Page)

Quote

Date: 2/2024
To: City of Pueblo

Project: City Park Ballfields
Pueblo, CO
Ref: 188076

Sourcewell
Master Project: 199030, **Contract Number:** 071619-MSL, **Expiration:** 08/27/2023
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL

Quotation Price – Materials Delivered to Job Site and Installation

***City Park BallFields**-30/20 footcandle……$510,835*

(Field 4:200'/249'/200'r, Field 3: 249'/245'/246'r, Dog Park:180'x100'

Sales tax, bonding, and unloading of the equipment are not included.
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

Guaranteed light levels for 30 Footcandles on the infield and 20 footcandles on the outfield

System Description

- Pre-cast concrete bases with integrated lightning grounding
- Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires, including BallTracker® luminaires
- Auxiliary mounting brackets
- UL Listed assemblies

Environmental Light Control

- Spill light minimized
- Off-site glare light minimized

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Installation Services Provided

[See below scope of work]

Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Fax: 800-374-6402
Email: musco.contracts@musco.com

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- 480 Volt, 3 Phase electrical system requirement.
- Structural code and wind speed = 2021 IBC, 115 mi/h, Exposure C.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees, if required.
- Pricing assumes no relocation of existing distribution service.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Stephen Baker
Sales Representative
Musco Sports Lighting, LLC
Phone: 720-614-1115
E-mail: stephen.baker@musco.com

Quote

Date: 2/2024
To: City of Pueblo

Project: Mineral Palace Park Pickleball Courts
Pueblo, CO
Ref: 217525

Sourcewell
Master Project: 199030, **Contract Number:** 071619-MSL, **Expiration:** 08/27/2023
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL

Quotation Price – Materials Delivered to Job Site and Installation

---

Pickleball Courts 1-8-*30 footcandles* ……..$139,059

(Courts 1-8: 136' x143' includes future fixture accommodation on 2 poles')

Sales tax, bonding, and unloading of the equipment are not included.
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

Guaranteed light levels for Pickleball 30 Footcandles and 2:1 uniformity

System Description

- Pre-cast concrete bases with integrated lightning grounding
- Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires
- Auxiliary mounting brackets
- UL Listed assemblies

Environmental Light Control

- Spill light minimized
- Off-site glare light minimized

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Installation Services Provided

[See below scope of work]

Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Fax: 800-374-6402
Email: musco.contracts@musco.com

All purchase orders should note the following:
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- Shipment of entire project together to one location.
- 480 Volt, 3 Phase electrical system requirement.
- Structural code and wind speed = 2021 IBC, 115mi/h, Exposure C.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees, if required.
- Pricing assumes no relocation of existing distribution service.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Stephen Baker
Sales Representative
Musco Sports Lighting, LLC
Phone: 720-614-1115
E-mail: stephen.baker@musco.com

DocuSign Envelope ID: AC9E3E0A-72D5-4FF0-BAB6-111D06DD140F

City Clerk's Office Item # Q1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT OF NELSON DUNFORD TO THE POSITION OF MUNICIPAL COURT JUDGE

SUMMARY:

The Mayor has appointed Nelson Dunford to the position of Municipal Court Judge and requests confirmation of said appointment by the City Council. Such appointment is based on Mr.Dunford's education, training, experience and fitness for the position.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City engaged in a competitive recruitment process to fill this critical position. Mayor Graham held two rounds of interviews with the qualifying candidates. Following these interviews, Mayor Graham considered their qualifications and determined that Nelson Dunford is the most qualified candidate for the Municipal Court Judge position. Mr. Dunford brings over 11 years of legal experience with a deep understanding of criminal and municipal law. Much of Mr. Dunford's legal experience has been focused on effectively addressing complex legal cases. He has strong supervisory and leadership skills and Mayor Graham believes his qualifications will be beneficial to the future of the City and Pueblo Municipal Court. Mr. Nelson Dunford holds his Juris Doctor from Case Western Reserve University with a Bachelor of Arts from Brigham Young University.

FINANCIAL IMPLICATIONS:

The salary and benefits of the Municipal Court Judge have been budgeted and appropriated within the 2024 budget.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

DocuSign Envelope ID: AC9E3E0A-72D5-4FF0-BAB6-111D06DD140F

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Failure to confirm the appointment of the Municipal Court Judge will result in that position remaining vacant.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Nelson Dunford Appointment Packet - Muni Ct Judge

DocuSign Envelope ID: AC9E3E0A-72D5-4FF0-BAB6-111D06DD140F

RESOLUTION NO. 15634

A RESOLUTION CONFIRMING THE APPOINTMENT OF NELSON DUNFORD TO THE POSITION OF MUNICIPAL COURT JUDGE

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of the appointment of Nelson Dunford to the position of Municipal Court Judge.

WHEREAS, Nelson Dunford meets and exceeds the qualifications for the appointment as the Municipal Court Judge based upon his education, training and experience; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Nelson Dunford as Municipal Court Judge shall be and hereby is confirmed by the City Council.

SECTION 2.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Resolution and the attached agreements which are necessary or appropriate to implement the appointment described herein.

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 13, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

DocuSigned by:
Mark Aliff
B7A4E51823AB462...

APPROVED: _____
PRESIDENT OF CITY COUNCIL

DocuSigned by:
7C02EBDFEC3D43C...

ATTESTED BY: _____
CITY CLERK

city of
PUEBLO
colorado

Office of the Mayor
Heather Graham

TO: President Mark Aliff and Members of City Council

FROM: Mayor Heather Graham

SUBJECT: Municipal Court Judge Appointment

DATE: May 1, 2024

By the power vested in me by the City Charter and the Municipal Code, I hereby make the following appointment and request confirmation of same by Council:

Nelson Dunford
Name of Appointee

Municipal Court Judge
Position

2-years from effective employment date
Term

This appointment will be placed on the agenda for Council's next regular meeting agenda for discussion and action or direction by Council. A Confirmation Packet is attached for review by Council. Please contact me with any questions or concerns.

Heather Graham
Mayor

1 City Hall Place, Pueblo, CO 81003 • (719)553-2655 • Fax (719) 553-2698 • cityadmin@pueblo.us

city of PUEBLO colorado

Office of the Mayor
Heather Graham

May 1, 2024

Dear President Aliff,

I have appointed Nelson Dunford as Municipal Court Judge pursuant to Charter §4-4 subject to confirmation by City Council. Pursuant to PMC § 1-4-10(c), please find enclosed with this correspondence the confirmation package for Nelson Dunford. Included in the package are his application, resume and letter of interest.

Pursuant to PMC § 1-4-1 0(f), I am requesting that you suspend the procedural requirements provided in Sections 1-4-1 0(c)(5) & (6) and 1-4-1 0(d)(l) for good cause and that City Council approve the appointment by resolution on May 13, 2024. A confirmation hearing would provide little to no new information on which Council could base their decision to confirm the appointment.

Mr. Dunford brings over 11 years legal experience with an abundance of courtroom experience to serve as a fair and impartial judge. His experience includes criminal and municipal law which is vital in this position. Following two rounds of interviews with Mr. Dunford, I believe that he has the professionalism to preside with impartiality and dedication to fair administration of justice. As outlined in his application and resume, he has served in a variety of positions where he has garnered his current teamwork and leadership skills which will provide a strong leader for the Municipal Court.

With the promotion of Carla Sikes to the City Attorney position, the Municipal Court has been operating with attorneys temporarily filling in as Judge. The Municipal Court needs permanent stability quickly so that it can begin to effectively and timely respond to the City's needs. Nelson Dunford brings the right legal expertise and leadership to lead the department and enhance quality services into the future. Delay in the confirmation of this appointment will cause further uncertainty within the office and jeopardize the provision of timely and necessary legal services to the City organization.

For the good cause stated above, I ask that you waive a formal confirmation hearing and approve Mr. Dunford's appointment by resolution on May 13, 2024. Please contact me if you have any questions or concerns. Thank you.

Heather Graham
Mayor

1 City Hall Place, Pueblo, CO 81003 • (719) 553-2655 • Fax (719) 553-2698 • cityadmin@pueblo.us

Nelson G. Dunford
[redacted]

April 1, 2024

The Honorable Heather Graham
Mayor, City of Pueblo
301 West B Street
Pueblo, Colorado, 81003

Dear Mayor Graham:

Please consider my application for the Municipal Judge position currently open with the City of Pueblo. With a deep understanding of the responsibilities inherent in serving as a judicial officer—demanding professionalism, consistency, and unwavering dedication—I am confident in my ability to excel in this role. My demonstrated commitment to excellence in research and writing, along with my ongoing dedication to learning and improvement, coupled with a passion for fairness and justice, uniquely position me to make an immediate and substantial contribution to the bench of the Pueblo Municipal Court and our community.

I have spent much of my career in the courtroom, where I learned how to manage a docket and treat everyone with respect and fairness. I have participated in hundreds of hearings and trials, from bond setting to termination of parental rights to first-degree murder. After interacting with numerous attorneys and litigants, including meeting with hundreds of pro-se defendants, I am confident that I can help people feel comfortable and at ease in court, while maintaining decorum and lending the proceedings the required dignity.

I have worked diligently to earn my reputation as a fair and objective attorney. As a prosecutor, I appraised every case not with the goal of obtaining convictions, but rather of doing justice. My civil practice experience has provided additional depth and perspective, broadening my understanding of the important role the courts play in resolving disputes and aiding the community. My aim has always been to improve my community one person at a time. Serving as municipal judge would enable me to pursue my goal of safeguarding the peace and prosperity of our community.

Throughout my career, I have consistently excelled in leadership roles of multidisciplinary teams, demonstrating a strong ability to inspire, guide, and motivate others toward achieving common objectives. Whether serving as a volunteer board member for treatment courts, establishing and providing training programs to law enforcement agencies, or supervising the staff of a satellite District Attorney's Office, I have honed my leadership skills through practical experience and a dedication to fostering collaboration and driving positive change. My commitment to community involvement extends beyond professional endeavors, as I actively engage in initiatives aimed at improving the well-being of individuals and strengthening community bonds.

Thank you for considering my application. I am enthusiastic about the possibility of joining the City of Pueblo and contributing to the continued success of its Municipal Court. I welcome the opportunity to discuss how my qualifications align with the needs of the position in more detail.

Sincerely,

Nelson G. Dunford

EMPLOYMENT APPLICATION

city of PUEBLO colorado

CITY OF PUEBLO
301 West B Street
Pueblo, Colorado 81003
719-553-2635
http://www.pueblo.us/jobs

Dunford, Nelson G.
2403-1018 MUNICIPAL COURT JUDGE

Received: 4/1/24 4:17 PM
For Official Use Only:
QUAL:_____
DNQ:_____
☐Experience
☐Training
☐Other:_____

PERSONAL INFORMATION

POSITION TITLE: MUNICIPAL COURT JUDGE	**EXAM ID#:** 2403-1018
NAME: (Last, First, Middle) Dunford, Nelson G.	**SOCIAL SECURITY NUMBER:** [redacted]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [redacted]	**EMAIL ADDRESS:** [redacted]
HOME PHONE: [redacted]	
DRIVER'S LICENSE: ■ Yes ☐ No / **DRIVER'S LICENSE:** **State:** CO **Number:** [redacted]	**LEGAL RIGHT TO WORK IN THE UNITED STATES?** ■ Yes ☐ No
What is your highest level of education? Doctorate	

PREFERENCES

ARE YOU WILLING TO RELOCATE?
☐Yes ☐No ■Maybe

WHAT TYPE OF JOB ARE YOU LOOKING FOR?
Regular

TYPES OF WORK YOU WILL ACCEPT:
Full Time

SHIFTS YOU WILL ACCEPT:
Day,Evening,Weekends,On Call (as needed)

OBJECTIVE:
To apply my more than 11 years' legal experience to serve as a fair and impartial judge. With a deep understanding of criminal and municipal law, a commitment to justice, and a track record of integrity and professionalism, I aim to preside over cases with impartiality, compassion, and a dedication to upholding the law. My objective is to ensure the fair administration of justice, protect the rights of all individuals, and contribute to the well-being and safety of the community.

EDUCATION

DATES:	**SCHOOL NAME:** Case Western Reserve University School of Law	
LOCATION:(City, State/Province) Cleveland , Ohio	**DID YOU GRADUATE?** ■Yes ☐No	**DEGREE RECEIVED:** Professional
MAJOR: N/A		
DATES:	**SCHOOL NAME:** Brigham Young University	
LOCATION:(City, State/Province) Provo , Utah	**DID YOU GRADUATE?** ■Yes ☐No	**DEGREE RECEIVED:** Bachelor's
MAJOR: English/Philosophy		
DATES:	**SCHOOL NAME:** Mt. Si High School	
LOCATION:(City, State/Province) Snoqualmie , Washington	**DID YOU GRADUATE?** ■Yes ☐No	**DEGREE RECEIVED:** High School Diploma

WORK EXPERIENCE

DATES: From: 1/2022 To: 1/2024	**EMPLOYER:** White Bear Ankele Tanaka & Waldron, PC	**POSITION TITLE:** Attorney
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 2154 E Commons Ave, Suite 2000, Centennial , Colorado, 80122		**COMPANY URL:** https://whitebearankele.com/
PHONE NUMBER: 303-858-1800	**SUPERVISOR:** Blair M. Dickhoner - Shareholder Attorney	**MAY WE CONTACT THIS EMPLOYER?** ■Yes ☐No
HOURS PER WEEK: 50		

DUTIES:
Represented government clients in a wide array of legal matters, focusing on organizational governance, regulatory compliance, and strategic initiatives. Advised clients on statutory compliance, including real estate transactions, municipal incorporations, and open records requests. Drafted, revised, and negotiated contracts, ensuring alignment with regulatory requirements and client objectives. Collaborated with stakeholders and external counsel to address legal and business challenges, ensuring an approach that met both legal and financial objectives.
• Successfully mitigated adverse contract language in an existing multimillion-dollar real estate transaction, generating significant cost savings for the client.
• Revamped and optimized firm form documents to minimize litigation exposure and streamline legal processes, contributing to improved efficiency and risk management.
• Conducted due diligence assessments and crafted opinion letters for high-value bond issuances, ensuring compliance with regulatory requirements and mitigating potential risks.
• Facilitated seamless execution of complex transactions through effective communication and collaboration with external counsel, ensuring timely closure and client satisfaction.

REASON FOR LEAVING:
I requested a letter of recommendation from one of the shareholders in connection with a judicial application. She provided the letter, but my request unfortunately led to the perception that I was not loyal to the firm. Consequently, the shareholders expressed concerns about investing resources into someone who appeared to be seeking opportunities elsewhere, which was, to them, outside of the firm's long-term goals, resulting in my departure.

DATES:	**EMPLOYER:**	**POSITION TITLE:**
From: 11/2019 To: 5/2021	Orona Garcia Petersen & Fonda, PC	Attorney
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 215 W 2nd Street, Pueblo, Colorado, 81003		**COMPANY URL:** www.orona-garcia.com
PHONE NUMBER: 7195459330	**SUPERVISOR:** Pat Garcia - Shareholder Attorney	**MAY WE CONTACT THIS EMPLOYER?** ☐Yes ■No
HOURS PER WEEK: 45	**# OF EMPLOYEES SUPERVISED:** 3	

DUTIES:
Provided strategic legal leadership to authorities, boards, and local districts, guiding them through various legal matters and ensuring compliance with regulatory requirements. Drafted ordinances, rules, and a diverse array of contracts and agreements to address organizational needs and legal obligations. Managed civil litigation cases from inception to resolution, overseeing comprehensive investigation and evidence collection efforts. Conducted meticulous due diligence for high-value transactions, advising local government agencies on risk mitigation and outcome optimization. Played an active role in settlement negotiations, mediations, and contract discussions, consistently achieving favorable resolutions for clients.
• Revised bylaws for a local housing authority, ensuring compliance with governing statutes and regulations, and successfully represented the authority in contested hearings.
• Prevailed in contested employment arbitration on behalf of a water authority.
• Drafted bylaws for a newly organized nonprofit entity, establishing foundational governance structures in alignment with legal requirements.
• Coordinated and oversaw the investigation of a wrongful death case involving a train collision, contributing to evidence gathering and analysis of relevant legal and ethical considerations to support case strategy.

REASON FOR LEAVING:
I was hired to handle a specific type of caseload, but over time that changed and I was no longer being given the opportunity to do the work I was interested in. I realized that the opportunity to grow wasn't available to me and that in order to continue to improve myself professionally, it was time to move on.

DATES:	**EMPLOYER:**	**POSITION TITLE:**
From: 2/2018 To: 9/2019	11th Judicial District Attorney's Office	Deputy District Attorney
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 136 Justice Center Road, Room 203, Canon City, Colorado, 81212		
PHONE NUMBER: 7192690170	**SUPERVISOR:** Molly Chilson - District Attorney	**MAY WE CONTACT THIS EMPLOYER?** ☐Yes ■No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 0	

DUTIES:
Handled prosecution of high-profile felony cases, including multiple homicide cases.
Worked with court staff to reestablish a local Drug Court program.
Prepared and presented motions and arguments at contested hearings.
Researched and wrote motions and briefs to address complex legal arguments.
Trained and assisted county court attorneys in docket management and trial skills.
Presented legislative updates to local law enforcement.

REASON FOR LEAVING:
The elected District Attorney stepped down and was replaced, resulting in the departure of six of the office's 11 attorneys, including me.

DATES:	**EMPLOYER:**	**POSITION TITLE:**
From: 4/2014 To: 2/2018	16th Judicial District Attorney's Office	Deputy District Attorney
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 323 Santa Fe Ave., La Junta, Colorado, 81050		
PHONE NUMBER: 719-384-8786	**SUPERVISOR:** Jim Bullock - District Attorney	**MAY WE CONTACT THIS EMPLOYER?** ■Yes ☐No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 3	

DUTIES:
Managed all stages of county and district court dockets in multiple counties. Researched and wrote briefs, motions, and trial documents. Argued at probation revocation hearings, motions hearings, and sentencings. Negotiated favorable plea agreements and tried cases to verdict. Trained new attorneys in case management, negotiation, and trial techniques. Advised police agencies regarding search warrants and other legal issues. Assisted in addiction recovery as member of the Integrated Treatment Court Board.

REASON FOR LEAVING:
Received an offer of employment from the 11th Judicial District Attorney's Office.

DATES: From: 9/2013 To: 4/2014	**EMPLOYER:** 3rd Judicial District Attorney's Office	**POSITION TITLE:** Deputy District Attorney
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 200 E. First St., Trinidad, Colorado, 81082		
PHONE NUMBER: 719-846-9224	**SUPERVISOR:** Andrew Hall - Assistant District Attorney	**MAY WE CONTACT THIS EMPLOYER?** ■Yes □No
HOURS PER WEEK: 28	**# OF EMPLOYEES SUPERVISED:** 3	

DUTIES:
Prosecuted all aspects of cases in misdemeanor docket in Huerfano County Court and juvenile docket in Las Animas County District Court. Handled diverse caseload, including high-profile felonies. Worked with juvenile specialists to ensure proper rehabilitation and prevention of recidivism. Represented the People of the State of Colorado in motions hearings, probation revocation hearings, plea negotiations, sentencing, and trial. Managed the Huerfano County office, including directing and supervising all staff.

REASON FOR LEAVING:
Moved to a full-time position in another district. I returned to this position between September and December 2021 at the special request of the elected DA to resolve docket issues and manage the resolution of challenging cases.

DATES: From: 10/2012 To: 1/2013	**EMPLOYER:** Promontory Financial Group	**POSITION TITLE:** Mortgage Foreclosure Analyst
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Denver, Colorado		
SUPERVISOR: John Vance - Senior Analyst	**MAY WE CONTACT THIS EMPLOYER?** ■Yes □No	
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 0	

DUTIES:
Reviewed mortgage foreclosures from the housing crisis, specifically 2009 and 2010, ensuring that banks treated borrowers ethically and adhered to all appropriate procedural standards. Quickly mastered a proprietary software program and assisted colleagues in their analyses.

REASON FOR LEAVING:
Settlement reached between banks and OCC; project terminated.

DATES: From: 6/2011 To: 8/2011	**EMPLOYER:** Cuyahoga County Prosecutor's Office	**POSITION TITLE:** Law Clerk
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 1200 Ontario Street, Cleveland, Ohio, 44113		**COMPANY URL:** www.ccprosecutor.us
PHONE NUMBER: (216) 443-7800	**SUPERVISOR:** James Gutierrez - Assistant Prosecuting Attorney	**MAY WE CONTACT THIS EMPLOYER?** ■Yes □No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 0	

DUTIES:
Prepared multi-charge felony indictments and second-chaired a successful felony check fraud trial. Wrote motions that effectively addressed post-conviction claims.

REASON FOR LEAVING:
Clerkship Ended; I Returned to School

DATES: From: 6/2010 To: 8/2010	**EMPLOYER:** University Hospitals Health Systems	**POSITION TITLE:** Law Clerk
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Shaker Heights, Ohio		
PHONE NUMBER: (216) 767-8211	**SUPERVISOR:** Harlin Adelman - Vice President & Deputy General Counsel	**MAY WE CONTACT THIS EMPLOYER?** ■Yes □No
HOURS PER WEEK: 30	**# OF EMPLOYEES SUPERVISED:** 0	

DUTIES:
Researched and produced memoranda recommending hospital actions in the face of new and challenging aspects of healthcare reform. Prepared reports on potential long-term Hospital strategies for top-level management and executives. Reviewed contracts and researched potential legal consequences of efficient breaches of certain contracts.

REASON FOR LEAVING:
Clerkship Ended; I Returned to School

DATES: From: 3/2007 To: 8/2009	**EMPLOYER:** Living Whole Foods, Inc.	**POSITION TITLE:** Manager
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Springville, Utah		**COMPANY URL:** www.handypantry.com
PHONE NUMBER: (800) 735-0630	**SUPERVISOR:** Kat Jones - President	**MAY WE CONTACT THIS EMPLOYER?** ■Yes □No
HOURS PER WEEK: 35	**# OF EMPLOYEES SUPERVISED:** 10	

DUTIES:
Streamlined shipping, receiving, logistics, and product flow. Facilitated increases in productivity during a period of record growth. Supervised and directed ten employees. Ensured compliance with strict guidelines for organic certification. Kept shipping records, maintained inventory control, and ensured productivity and efficacy in the warehouse.

REASON FOR LEAVING:
Went to Law School

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills

Nothing Entered For This Section

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

Nothing Entered For This Section

NELSON G. DUNFORD

[redacted]

Versatile Legal Counsel and Creative Problem Solver

Collaborative Leadership - Crisis Management - Strategic Implementation

Accomplished legal professional with extensive experience in criminal law, trial practice, and supervisory leadership. Proven track record as a prosecuting attorney, successfully managing diverse criminal cases and demonstrating exceptional courtroom advocacy and litigation skills. Highly skilled in effectively addressing complex legal issues at motions hearings, implementing training programs, and providing mentorship and training. Strong supervisory background, with extensive experience in leading and managing teams, ensuring adherence to protocols and standards of professionalism. Committed to upholding the principles of justice, fairness, and integrity in all endeavors. Licensed to practice law in Colorado.

PROFESSIONAL EXPERIENCE

WHITE BEAR ANKELE TANAKA & WALDRON, PC, Centennial, CO (Jan 2022-Jan 2024)

Associate General Counsel

Represented special district clients in organizational matters, elections, and regulatory compliance, providing extensive legal guidance on statutory compliance, real estate transactions, open records requests, and municipal incorporations to ensure adherence to ethical practices. Drafted, revised, and negotiated contracts, leveraging comprehensive legal expertise to protect client interests. Orchestrated and conducted board meetings, fostering efficient decision-making processes.

- Negotiated favorable modifications to multimillion-dollar real estate agreements, mitigating adverse contract language and resulting in significant cost savings for clients.
- Optimized firm form documents to minimize litigation exposure, streamlining processes and enhancing risk management practices.
- Conducted thorough due diligence assessments and prepared opinion letters for nine-figure bond issuances, ensuring compliance with regulatory requirements.
- Facilitated seamless execution of complex transactions through proactive communication and collaboration with external stakeholders.

ORONA GARCIA PETERSEN & FONDA, PC, Pueblo, CO (Nov 2019-May 2021)

Attorney

Provided dynamic legal leadership to local districts, authorities, and boards, drafting ordinances, rules, and contracts while ensuring compliance with legal standards and regulations. Conducted meticulous due diligence for high-value transactions and offered strategic legal advice to government agencies. Played a key role in settlement negotiations, mediations, and contract discussions, showcasing effective communication and negotiation skills. Directed investigation and evidence collection efforts in civil litigation matters, collaborating closely with investigators to gather

information for case preparation and strategy formulation. Represented clients in municipal court proceedings, advocating for just outcomes while upholding principles of justice and legal integrity.

- Revised bylaws for local government and nonprofit entities and represented them in contested hearings, demonstrating expertise in legal interpretation and advocacy.
- Prevailed in contested employment arbitration on behalf of a water authority.
- Managed investigation efforts in a wide variety of civil litigation cases, ensuring thoroughness and accuracy in evidence collection and analysis.
- Established and managed a successful family law division at the firm, overseeing all aspects of casework, client relations, and team coordination to provide comprehensive legal services in family law matters.

ELEVENTH JUDICIAL DISTRICT ATTORNEY'S OFFICE, Canon City, CO (Feb 2018-Sep 2019)
SIXTEENTH JUDICIAL DISTRICT ATTORNEY'S OFFICE, La Junta, CO (April 2014-Feb 2018)
THIRD JUDICIAL DISTRICT ATTORNEY'S OFFICE, Trinidad, CO (Sep 2013-April 2014; Sep-Dec 2021)

Prosecuting Attorney

Successfully managed prosecution of diverse criminal cases, including first-degree murders, demonstrating exceptional courtroom advocacy and litigation skills. Effectively addressed complex legal issues at motions hearings and managed dockets in multiple counties, providing mentorship and training to new attorneys while supervising staff. Collaborated with diverse, multidisciplinary teams, including rehabilitation specialists, to reduce juvenile recidivism and substance use disorder. Leveraged advanced eDiscovery tools and methodologies to efficiently manage and analyze electronic evidence, ensuring thorough case preparation and strategy formulation.

- Established and provided training programs to law enforcement agencies on report writing, investigative techniques, testifying, and legislative updates, enhancing overall effectiveness.
- Maintained an unblemished record in contested hearings involving legal interpretation.
- Played a pivotal role in reestablishing a treatment court program, receiving accolades from the chief judge for contributions to the program.
- Returned to Third Judicial District on special assignment at the request of the elected District Attorney to resolve docket issues and manage the resolution of challenging cases.
- Implemented stringent protocols to ensure confidentiality and preserve evidentiary integrity in sensitive cases, upholding the highest standards of professionalism and ethical conduct.

EDUCATION AND AWARDS

Juris Doctor, Case Western Reserve University School of Law, Cleveland, OH

- Anderson Publishing Company Book Award—Torts.
- CALI Excellence for the Future Award for Best Brief—Appellate Practice.

Bachelor of Arts, English, Philosophy, Brigham Young University, Provo, UT

Eagle Scout Award, Boy Scouts of America

Agency-Wide Questions

1. **Are you a relative of the Mayor or any Department Director of the city? Relative means domestic partner and any person related by blood, current marriage (in-law), step or adoption, in any of the following degrees: parent, spouse, children, brothers, sisters, nephews, nieces, aunts, uncles, first cousins, grandparents and grandchildren. A current listing of the Mayor and Department Directors is available at https://www.pueblo.us/2173/City-Departments.**

No

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify, under penalty of perjury, that this application was completed by me, contains no misrepresentation or falsification, and that all entries on it, and information in it are true, accurate and complete to the best of my knowledge and belief. Further, I understand and attest that:

- this completed application is the property of the City of Pueblo.
- I give the City of Pueblo or designee(s) permission to verify any information regarding my application.
- I may be required to verify any and all information given on this application and the City of Pueblo may contact prior employers and other references.
- should an investigation at any time reveal misrepresentation or falsification, my application may be rejected, my name removed from the candidate register, and if I have been appointed to a position from such register that I may be dismissed from City service, and be disqualified from applying in the future for any position under the jurisdiction of the Pueblo Civil Service Commission.
- I will have to produce documentation verifying identity and employment eligibility in the U.S.
- I must notify the City of Pueblo Civil Service Commission of any changes in my name, address, or phone number.
- for both administrative and financial reasons, the City of Pueblo requires direct deposit payment for all payroll checks. Unless an exemption is authorized, my regular monthly net pay will be deposited electronically on the regularly scheduled pay day.

This application was submitted by Nelson G. Dunford on 4/1/24 4:17 PM

Signature_____

Date_____

CASE WESTERN RESERVE UNIVERSITY

On the recommendation of the Faculty of

The Franklin Thomas Backus School of Law

The Trustees of the University have admitted

Nelson Gary Dunford

to the Degree of

Juris Doctor

Given at Cleveland Ohio May twentieth Two Thousand Twelve

Barbara R Snyder
President

Dean

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Regina Maestri, Councilor

SUBJECT: A RESOLUTION AMENDING THE LEGISLATIVE PROCEDURES AND RULES OF THE PUEBLO CITY COUNCIL BY CREATING A POLICY REGARDING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT

SUMMARY:

This Resolution approves an amendment to the Pueblo Municipal Code, Appendix A, creating a written policy regarding payments from the City Council's Council Contingencies Account. The policy establishes the requirements for organizations requesting financial assistance, how often an organization may receive financial assistance, and the maximum amount of financial assistance an organization may receive.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City Council does not currently have a policy regarding Council Contingencies Account expenditures.

FINANCIAL IMPLICATIONS:

Approval would limit the amount of financial assistance individual organizations may receive from City Council's Contingencies Account.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

The City Council could not adopt this written policy and continue current procedures.

RECOMMENDATION:

Passage of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION AMENDING THE LEGISLATIVE PROCEDURES AND RULES OF THE PUEBLO CITY COUNCIL BY CREATING A POLICY REGARDING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT

WHEREAS, the City Council financially supports local organizations by providing payments from the General Funds Budget - Council Contingencies Account to such requesting organizations; and

WHEREAS, the City Council desires to amend the Legislative Procedures and Rules of Council to allow for the creation of a written policy regarding payments from the Council Contingencies Account; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Legislative Procedures and Rules of Council is amended as follows:

36. – Council Contingencies Account.

It shall be a policy of City Council that payment from the Council Contingencies Account shall be made as follows:

(1) Payment from the Council Contingencies Account shall only be made to organizations registered and in good standing with the Colorado Secretary of State as a nonprofit organization;

(2) Any single payment from the Council Contingencies Account shall not exceed $1,500.00;

(3) Organizations shall not receive more than one payment from the Council Contingencies Account per fiscal year of the City;

(4) Organizations receiving payment from the Council Contingencies Account shall use such payment within six (6) months of receipt;

(5) Organizations receiving payment from the Council Continencies Account shall submit a written report to the President of City Council detailing how the funds were used within thirty (30) days of use; and

(6) All funds paid to an organization from the Council Contingencies Account shall be used only by the requesting organization and may not be transferred to any third-

party.

SECTION 2.

The officers of the City are authorized and directed 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 final passage.

INTRODUCED: May 13, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

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City Clerk's Office Item # Q3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $14,244,873.00 TO H.W. HOUSTON CONSTRUCTION, FOR PROJECT NO. 23-048A, CONSTRUCTION OF BOATHOUSE AND CHANNEL EXTENSION FOR HISTORIC ARKANSAS RIVERWALK OF PUEBLO PHASE IV (HARP PHASE IV), SETTING FORTH $1,452,225.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a construction contract to H.W. Houston Construction, LLC, for Project No. 23-048A, Construction of Boathouse and Channel Extension for Historic Arkansas Riverwalk of Pueblo Phase IV (HARP Phase IV).

PREVIOUS COUNCIL ACTION:

City Council previously approved on March 18, 2019, an Intergovernmental Agreement between the parties for the purpose of providing design and construction ready plans for the HARP Channel Extension and Boathouse Project.

On April 8, 2024, by Resolution No. 15591, City Council authorized the transfer of $3,311,597.29 from the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund to Project Account ED2402 - HARP Channel Extension and Boathouse Project.

On April 8, 2024, by Resolution No. 15594, City Council accepted $200,000 from the Pueblo Urban Renewal Authority to assist in the construction of the HARP Channel Extension and Boathouse Project.

On April 22, 2024, by Ordinance No. 10687, City Council approved an Intergovernmental Agreement between the City and Pueblo County and the HARP Authority, by which Pueblo County will pay to the City of Pueblo $9,000,000 in 1A funds for the Construction of the HARP Channel Extension and Boathouse Project, accepted

the 1A funds from Pueblo County, established Project Account CI2432 and budgeted and appropriated funds to Project Account CI2432.

On April 22, 2024, by Ordinance No. 10688, City Council approved and accepted a grant in the amount of $1,000,000.00 from the Colorado Department of Local Affairs ("DOLA"), transferred $1,000,000.00 from the General Fund and budgeted and appropriated funds in the amount of $2,000,000.00 to Project Account CI2432.

On April 22, 2024, by Ordinance No. 10689, City Council approved and authorized the Mayor to execute a Cooperation Agreement between the City of Pueblo and the HARP Authority relating to the construction of the HARP Channel and Riverwalk Extension Project.

BACKGROUND:

In November 2016, County voters passed Ballot Question 1A, which allows the County to collect, retain and spend all revenue from all sources notwithstanding the limitations of Article X, Section 20 of the Colorado Constitution ("TABOR") or other law and utilize revenues from expiring Tax Incentive Agreements ("TIA") in the amount of approximately $66 million to fund an initial list of 20 specific community improvement Projects, and a list of Projects as modified or supplemented from time to time, now formally known as the Capital Improvement Program ("CIP"). The HARP Channel Extension and Boathouse Project was identified as a Project.

The design and construction plans contemplated by the previous IGA have been completed, bids reviewed, and a qualified contractor identified. The project consists of the demolition of the existing eastern channel terminus, construction of a new channel eastward to Santa Fe Drive, new and retrofitted utilities, paving and hardscapes, drainage, site electrical and lighting, landscape improvements as well as the construction of a new two-story building. The two-story building will be used by HARP for boat and equipment storage, office space, and public gatherings.

In the Fall of 2020, a request for qualifications from general contractors that were interested in bidding for future construction of the HARP Boathouse and Riverwalk Channel Extension. A total of five (5) were deemed to meet the minimum qualifications. Due to the length of time since the bid in 2020, additional bidders were permitted to be evaluated and considered for future bidding of the project in Spring 2023. The bidders that were qualified in 2020, were asked to provide a letter acknowledging that their company was still interested, available, qualified and financially capable of bidding the construction project and were permitted to provide additional information to be considered as an update to their original proposal. No additional bidders were qualified at that time.

The Information for Bid for the Construction of the HARP Boathouse and Riverwalk Channel Extension was published to the five (5) pre-qualified contractors in July 2024. H. W. Houston Construction, LLC was the lowest bid determined to be responsive and this Resolution awards the construction contract to H.W. Houston Construction, LLC.

FINANCIAL IMPLICATIONS:

Funding shall be paid from the following accounts:

	Funding Source	Account	Amount	
	Const. HARP Channel Extension and Boathouse	CI2432	$11,200,000.00	
	ARPA	CI2113	$1,462,884.44	
	RTA/Sales & Use Tax	ED2402	$3,311,597.29	
		Total	**$15,974,481.73**	

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-048A Bid Summary

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RESOLUTION NO. 15635

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $14,244,873.00 TO H.W. HOUSTON CONSTRUCTION, FOR PROJECT NO. 23-048A, CONSTRUCTION OF BOATHOUSE AND CHANNEL EXTENSION FOR HISTORIC ARKANSAS RIVERWALK OF PUEBLO PHASE IV (HARP PHASE IV), SETTING FORTH $452,225.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-048A, Construction of Boathouse and Channel Extension for Historic Arkansas Riverwalk of Pueblo Phase IV (HARP Phase IV) have been received and examined; and,

WHEREAS, the bid of H.W. Houston Construction, LLC, was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-048A, Construction of Boathouse and Channel Extension for Historic Arkansas Riverwalk of Pueblo Phase IV (HARP Phase IV) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-048A, Construction of Boathouse and Channel Extension for Historic Arkansas Riverwalk of Pueblo Phase IV (HARP Phase IV) to be performed, and the contract for said project is hereby awarded to H.W. Houston Construction, LLC in the amount of $14,244,873.00.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....$452,225.00

SECTION 4.

Funds in the amount of $10,000,000, shall be paid from Project Account CI2432, Const. HARP Extension and Boathouse.

SECTION 5.

Funds in the amount of $1,462,884.44, shall be paid from Project Account CI2113, ARPA Funds.

SECTION 6.

Funds in the amount of $3,234,213.56, shall be paid from Project Account ED2402, Const. HARP Extension and Boathouse.

SECTION 7.

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 8.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 13, 2024

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFEC3D43C...
CITY CLERK

City of Pueblo
Purchasing
Naomi Hedden, Director
230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION

IFB No. 23-048A

Construction of Boathouse and Channel Extension for Historic Arkansas Riverwalk of Pueblo Phase IV (HARP Phase IV)

RESPONSE DEADLINE: November 2, 2023 at 2:00 pm
Report Generated: Wednesday, November 22, 2023

SELECTED VENDOR TOTALS

Vendor	Total	BASE BID-HARP CHANNEL EXTENSION	BASE BID - BOATHOUSE	ADD ALT. 1-MECHANIC STREET IMPROVEMENTS	ADD ALT. 2-BOATHOUSE STONE PAVERS	ADD ALT. 3-SANTA FE OVERLOOK	ADD ALT. 4-STORM DRAIN IMPROVEMENTS	ADD ALT. 5-SANTA FE CURB IMPROVEMENTS	ADD ALT. 6-LANDSCAPING	ADD ALT. 7-ELECTRICAL & FIBER OPTIC IMPROVEMENTS
H. W. Houston Construction, LLC	$14,246,653.00	$4,212,227.00	$9,088,834.00	$2,860.00	$49,160.00	$75,330.00	$50,127.00	$143,473.00	$207,071.00	$417,571.00
K.R. Swerdfeger Construction, LLC	$17,307,950.00	$5,469,350.00	$10,649,340.00	$1,080.00	$69,590.00	$117,390.00	$57,330.00	$188,140.00	$225,740.00	$529,990.00

BASE BID - HARP CHANNEL EXTENSION

Base Bid - HARP Channel Extension					H. W. Houston Construction, LLC		K.R. Swerdfeger Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	HARP Channel Extension	1	LS	$4,212,227.00	$4,212,227.00	$5,469,350.00	$5,469,350.00
Total						$4,212,227.00		$5,469,350.00

BASE BID - BOATHOUSE

Base Bid - Boathouse					H. W. Houston Construction, LLC		K.R. Swerdfeger Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	2	Boathouse	1	LS	$9,088,834.00	$9,088,834.00	$10,649,340.00	$10,649,340.00
Total						$9,088,834.00		$10,649,340.00

ADD ALTERNATE 1 - MECHANIC STREET IMPROVEMENTS

Add Alternate 1 - Mechanic Street Improvements					H. W. Houston Construction, LLC		K.R. Swerdfeger Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	3	Mechanic Street Improvements	1	LS	$2,860.00	$2,860.00	$1,080.00	$1,080.00
Total						$2,860.00		$1,080.00

ADD ALTERNATE 2 - BOATHOUSE STONE PAVERS

Add Alternate 2 - Boathouse Stone Pavers					H. W. Houston Construction, LLC		K.R. Swerdfeger Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	4	Boathouse Stone Pavers	1	LS	$49,159.00	$49,159.00	$69,590.00	$69,590.00
X	4	Boathouse Stone Pavers	1	LS	$1.00	$1.00	$0.00	$0.00
Total						$49,160.00		$69,590.00

ADD ALTERNATE 3 - SANTA FE OVERLOOK

ADD ALTERNATE 3 - SANTA FE OVERLOOK					H. W. Houston Construction, LLC		K.R. Swerdfeger Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	5	Sante Fe Overlook	1	LS	$75,330.00	$75,330.00	$117,390.00	$117,390.00
Total						$75,330.00		$117,390.00

ADD ALTERNATE 4 - STORM DRAIN IMPROVEMENTS

ADD ALTERNATE 4 - STORM DRAIN IMPROVEMENTS					H. W. Houston Construction, LLC		K.R. Swerdfeger Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	6	Storm Drain Improvements	1	LS	$50,127.00	$50,127.00	$57,330.00	$57,330.00
Total						$50,127.00		$57,330.00

ADD ALTERNATE 5 - SANTA FE CURB IMPROVEMENTS

ADD ALTERNATE 5 - SANTA FE CURB IMPROVEMENTS					H. W. Houston Construction, LLC		K.R. Swerdfeger Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	7	Santa Fe Curb Improvements	1	LS	$143,473.00	$143,473.00	$188,140.00	$188,140.00
Total						$143,473.00		$188,140.00

ADD ALTERNATE 6 - LANDSCAPING

ADD ALTERNATE 6 - LANDSCAPING					H. W. Houston Construction, LLC		K.R. Swerdfeger Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	8	Landscaping	1	LS	$207,071.00	$207,071.00	$225,740.00	$225,740.00
Total						$207,071.00		$225,740.00

ADD ALTERNATE 7 - ELECTRICAL & FIBER OPTIC IMPROVEMENTS

ADD ALTERNATE 7 - ELECTRICAL & FIBER OPTIC IMPROVEMENTS					H. W. Houston Construction, LLC		K.R. Swerdfeger Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	9	Electrical & Fiber Optic Improvements	1	LS	$417,571.00	$417,571.00	$529,990.00	$529,990.00
Total						$417,571.00		$529,990.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	H. W. Houston Construction, LLC	K.R. Swerdfeger Construction, LLC
BID GUARANTEE	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass
CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS	Pass	Pass
ACKNOWLEDGEMENTS		
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass
PERFORMANCE OF WORK REQUIREMENT:	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass
Has/is this firm or any officer or partner of this firm:		
Convicted of a criminal offense	Pass	Pass
Convicted under state or federal statutes	Pass	Pass

Question Title	H. W. Houston Construction, LLC	K.R. Swerdfeger Construction, LLC
Convicted under state or federal antitrust statutes	Pass	Pass
Failed to perform	Pass	Pass
Suspension or Debarment	Pass	Pass
Unqualified	Pass	Pass
Unlicensed	Pass	Pass
Delinquent	Pass	Pass
Confirmation	Pass	Pass

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City Clerk's Office Item # Q4

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,115,764.00 TO MILLER PIPELINE, LLC, AND SETTING FORTH $223,153.00 FOR CONTINGENCIES, FOR PROJECT NO. 24-057 (WWAN01) 2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

SUMMARY:

Attached is a Resolution awarding a construction contract to Miller Pipeline, LLC for Project No. 24-057 (WWAN01), 2024 Court Street Sanitary Sewer Rehabilitation Project. The project will remove and replace the deteriorated small sewer mains and manholes for sites located on Court Street.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The Wastewater Department evaluated the sanitary sewer mains within the scope of the Court Street asphalt overlay project being completed by the Public Works Department. The sanitary sewer mains on this project were determined to be in a condition that should be rehabilitated prior to the asphalt overlay to avoid trench cut in a new asphalt overlayed road.

FINANCIAL IMPLICATIONS:

The cost of the construction project was bid at $1,115,764.00 with contingencies of $223,153.00. Funds are available from the Sewer User Funds and have been budgeted and appropriated to Project No. 24-057 (WWAN01).

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BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Alternative No. 1 – No Action
The Wastewater Department would take no action. The mains and manholes would continue to deteriorate until they eventually collapse warranting an emergency repair and possibly endangering the public.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. 05-13-24 24-057 2024 Court St Sanitary Sewer Rehab Project Attachment

DocuSign Envelope ID: AC9E3E0A-72D5-4FF0-BAB6-111D06DD140F

RESOLUTION NO. 15636

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,115,764.00 TO MILLER PIPELINE, LLC, AND SETTING FORTH $223,153.00 FOR CONTINGENCIES, FOR PROJECT NO. 24-057 (WWAN01) 2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

WHEREAS, proposals for PROJECT NO. 24-057 (WWAN01), 2024 Court Street Sanitary Sewer Rehabilitation Project has been received and examined; and

WHEREAS, the proposal of Miller Pipeline, LLC of Pueblo, Colorado was the lowest of those bids determined to be responsible, and the Committee of Awards recommends to the City Council that it authorize PROJECT NO. 24-057 (WWAN01) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes PROJECT NO. 24-057 (WWAN01), 2024 Court Street Sanitary Sewer Rehabilitation Project, to be performed, and the contract for said project is hereby awarded to said bidder in the amount of $1,115,764.00.

SECTION 2.

Funds for PROJECT NO. 24-057 (WWAN01) shall be from Sewer User Funds.

SECTION 3.

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

SECTION 4.

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

Contingencies and Additional Work……..$223,153.00

SECTION 5.

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

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SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 13, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB482...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDEFC3D43C...
CITY CLERK

City of Pueblo
Purchasing
Naomi Hedden, Director
230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION

IFB No. 24-057 (WWAN01)

2024 Court Street Sanitary Sewer Rehabilitation Project

RESPONSE DEADLINE: April 24, 2024 at 10:00 am
Report Generated: Wednesday, April 24, 2024

VENDOR TOTALS

Vendor	Total
Miller Pipeline, LLC	$1,115,764.00
Lucky Dog Contracting	$1,180,842.39
RGX	$1,388,796.00

BASE BID

Base Bid					Lucky Dog Contracting		Miller Pipeline, LLC		RGX	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
BASE BID										
Site #1 - W 4th ST AND COURT ST										
X	1	Pipe Burst 18" VCP	323	LF	$404.66	$130,705.18	$596.00	$192,508.00	$761.00	$245,803.00
X	2	Reinstate Sanitary Sewer Service	3	EA	$6,000.00	$18,000.00	$4,767.00	$14,301.00	$11,350.00	$34,050.00
X	3	Reinstate Sanitary Sewer Service - 4th Street Intersection	2	EA	$8,000.00	$16,000.00	$5,073.00	$10,146.00	$16,200.00	$32,400.00
X	4	Lateral Launch Service	5	EA	$240.00	$1,200.00	$208.00	$1,040.00	$230.00	$1,150.00
X	5	Remove and Replace 60" Manhole	2	EA	$10,000.00	$20,000.00	$7,878.00	$15,756.00	$23,860.00	$47,720.00
X	6	Install Tracer Wire	1	LS	$2,500.00	$2,500.00	$1,687.00	$1,687.00	$1,300.00	$1,300.00
X	7	Mobilization	1	LS	$10,000.00	$10,000.00	$31,966.00	$31,966.00	$48,000.00	$48,000.00
X	8	Bypass Pumping	1	LS	$52,500.00	$52,500.00	$24,151.00	$24,151.00	$47,000.00	$47,000.00
X	9	Traffic Control	1	LS	$10,000.00	$10,000.00	$7,000.00	$7,000.00	$11,000.00	$11,000.00

Base Bid					Lucky Dog Contracting		Miller Pipeline, LLC		RGX	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Site #2 - W 6th ST AND COURT ST										
X	10	Remove and Replace 6" VCP To 8" PVC	169	LF	$198.32	$33,516.08	$111.00	$18,759.00	$146.00	$24,674.00
X	11	Remove and Replace 10" VCP To 10" PVC	234	LF	$245.75	$57,505.50	$117.00	$27,378.00	$129.00	$30,186.00
X	12	Reinstate Sanitary Sewer Service	20	EA	$1,000.00	$20,000.00	$445.00	$8,900.00	$750.00	$15,000.00
X	13	Lateral Launch Service	20	EA	$240.00	$4,800.00	$367.00	$7,340.00	$230.00	$4,600.00
X	14	Remove and Replace 48" Manhole	3	EA	$9,000.00	$27,000.00	$7,299.00	$21,897.00	$7,200.00	$21,600.00
X	15	Remove and Replace 7" Reinforced Concrete	900	SF	$22.00	$19,800.00	$21.00	$18,900.00	$21.00	$18,900.00
X	16	Remove and Replace Curb and Gutter	50	LF	$55.00	$2,750.00	$62.00	$3,100.00	$50.00	$2,500.00
X	17	Place 6" Concrete	1690	SF	$12.50	$21,125.00	$14.00	$23,660.00	$19.00	$32,110.00
X	18	Place Asphalt Patch (Various Depths)	73	TN	$350.00	$25,550.00	$575.00	$41,975.00	$150.00	$10,950.00

Base Bid					Lucky Dog Contracting		Miller Pipeline, LLC		RGX	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	19	Place 6" Base Course	200	TN	$65.00	$13,000.00	$49.00	$9,800.00	$35.00	$7,000.00
X	20	Place 2' Flowfill	10	CY	$165.00	$1,650.00	$202.00	$2,020.00	$205.00	$2,050.00
X	21	Install Tracer Wire	1	LS	$750.00	$750.00	$452.00	$452.00	$650.00	$650.00
X	22	Mobilization	1	LS	$10,000.00	$10,000.00	$2,449.00	$2,449.00	$6,300.00	$6,300.00
X	23	Bypass Pumping	1	LS	$15,000.00	$15,000.00	$4,899.00	$4,899.00	$7,500.00	$7,500.00
X	24	Traffic Control	1	LS	$10,000.00	$10,000.00	$6,800.00	$6,800.00	$9,500.00	$9,500.00
Site #3 - W 8th ST AND COURT ST										
X	25	Pipe Burst 15" VCP	664	LF	$329.99	$219,113.36	$512.00	$339,968.00	$520.00	$345,280.00
X	26	Reinstate Sanitary Sewer Service	2	EA	$6,000.00	$12,000.00	$6,222.00	$12,444.00	$15,125.00	$30,250.00
X	27	Lateral Launch Service	2	EA	$240.00	$480.00	$208.00	$416.00	$230.00	$460.00
X	28	Remove and Replace 48" Manhole	3	EA	$9,000.00	$27,000.00	$7,108.00	$21,324.00	$24,675.00	$74,025.00
X	29	Install Tracer Wire	1	LS	$3,000.00	$3,000.00	$1,931.00	$1,931.00	$2,500.00	$2,500.00
X	30	Mobilization	1	LS	$8,000.00	$8,000.00	$31,231.00	$31,231.00	$46,000.00	$46,000.00
X	31	Bypass Pumping	1	LS	$58,125.00	$58,125.00	$27,450.00	$27,450.00	$45,000.00	$45,000.00

Base Bid					Lucky Dog Contracting		Miller Pipeline, LLC		RGX	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	32	Traffic Control	1	LS	$12,000.00	$12,000.00	$6,797.00	$6,797.00	$11,000.00	$11,000.00
Site #4 - W 13th ST AND COURT ST										
X	33	Remove and Replace 6" VCP To 8" PVC	88	LF	$275.46	$24,240.48	$111.00	$9,768.00	$282.00	$24,816.00
X	34	Reinstate Sanitary Sewer Service	1	EA	$1,000.00	$1,000.00	$831.00	$831.00	$750.00	$750.00
X	35	Lateral Launch Service	1	EA	$240.00	$240.00	$208.00	$208.00	$230.00	$230.00
X	36	Remove and Replace 48" Manhole	2	EA	$9,250.00	$18,500.00	$5,601.00	$11,202.00	$8,200.00	$16,400.00
X	37	Remove and Replace 7" Reinforced Concrete	900	SF	$22.00	$19,800.00	$21.00	$18,900.00	$21.00	$18,900.00
X	38	Remove and Replace Curb and Gutter	50	LF	$55.00	$2,750.00	$62.00	$3,100.00	$50.00	$2,500.00
X	39	Place 6" Asphalt Patch	50	LF	$120.00	$6,000.00	$143.00	$7,150.00	$60.00	$3,000.00
X	40	Place 2' Flowfill	15	CY	$165.00	$2,475.00	$202.00	$3,030.00	$205.00	$3,075.00
X	41	Install Tracer Wire	1	LS	$750.00	$750.00	$239.00	$239.00	$575.00	$575.00
X	42	Mobilization	1	LS	$10,000.00	$10,000.00	$2,450.00	$2,450.00	$4,680.00	$4,680.00

Base Bid					Lucky Dog Contracting		Miller Pipeline, LLC		RGX	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	43	Bypass Pumping	1	LS	$5,000.00	$5,000.00	$612.00	$612.00	$3,500.00	$3,500.00
X	44	Traffic Control	1	LS	$10,000.00	$10,000.00	$2,418.00	$2,418.00	$3,750.00	$3,750.00
Site #5 - W 5th ST AND COURT ST - POINT REPAIRS										
X	45	Remove and Replace 15" VCP To 15" PVC	55	LF	$526.72	$28,969.60	$307.00	$16,885.00	$404.00	$22,220.00
X	46	Reinstate Sanitary Sewer Service	1	EA	$2,500.00	$2,500.00	$1,075.00	$1,075.00	$1,250.00	$1,250.00
X	47	Place 6" Asphalt Patch	55	LF	$120.00	$6,600.00	$143.00	$7,865.00	$77.00	$4,235.00
X	48	Place 2' Flowfill	17	CY	$165.00	$2,805.00	$202.00	$3,434.00	$200.00	$3,400.00
X	49	Mobilization	1	LS	$10,000.00	$10,000.00	$2,450.00	$2,450.00	$2,800.00	$2,800.00
X	50	Bypass Pumping	1	LS	$65,500.00	$65,500.00	$17,538.00	$17,538.00	$500.00	$500.00
X	51	Traffic Control	1	LS	$15,000.00	$15,000.00	$6,797.00	$6,797.00	$1,500.00	$1,500.00
Site #6 - W 10th ST AND COURT STREET - POINT REPAIRS										
X	52	Remove and Replace 12" VCP To 12" PVC	53	LF	$510.23	$27,042.19	$287.00	$15,211.00	$402.00	$21,306.00
X	53	Place 6" Asphalt Patch	58	LF	$120.00	$6,960.00	$143.00	$8,294.00	$77.00	$4,466.00
X	54	Place 2' Flowfill	15	CY	$165.00	$2,475.00	$202.00	$3,030.00	$205.00	$3,075.00

Base Bid					Lucky Dog Contracting		Miller Pipeline, LLC		RGX	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	55	Remove and Replace 4" Concrete	120	SF	$15.00	$1,800.00	$12.00	$1,440.00	$18.00	$2,160.00
X	56	Remove and Replace Curb and Gutter	43	LF	$55.00	$2,365.00	$62.00	$2,666.00	$50.00	$2,150.00
X	57	Remove and Replace Curb Ramp	1	EA	$5,000.00	$5,000.00	$4,446.00	$4,446.00	$11,500.00	$11,500.00
X	58	Mobilization	1	LS	$10,000.00	$10,000.00	$2,450.00	$2,450.00	$3,100.00	$3,100.00
X	59	Bypass Pumping	1	LS	$15,000.00	$15,000.00	$17,033.00	$17,033.00	$4,000.00	$4,000.00
X	60	Traffic Control	1	LS	$15,000.00	$15,000.00	$6,797.00	$6,797.00	$2,500.00	$2,500.00
Total						$1,180,842.39		$1,115,764.00		$1,388,796.00

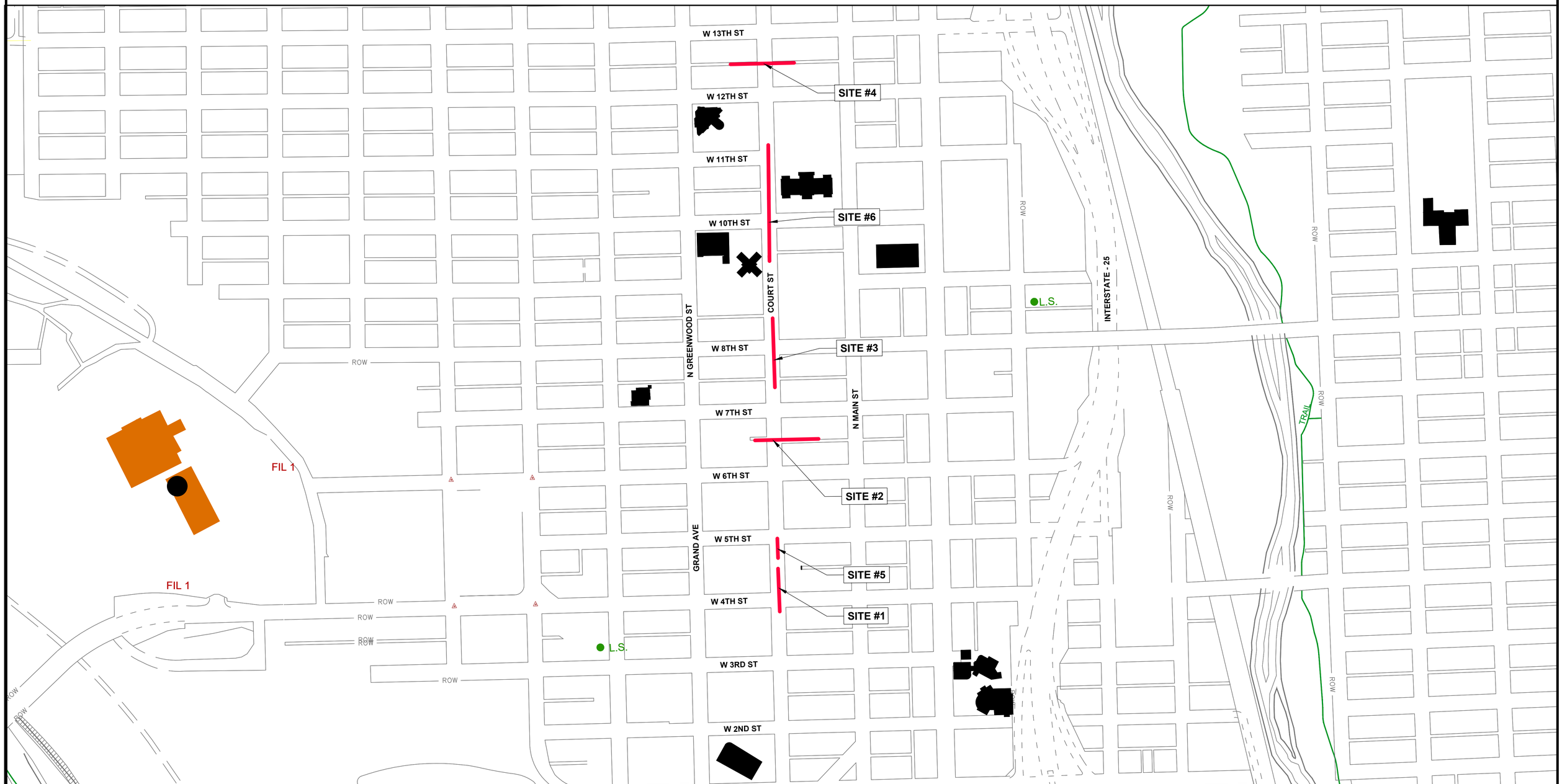
VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Lucky Dog Contracting	Miller Pipeline, LLC	RGX
BID GUARANTEE	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass
DETAILS AND PLANS FOR PIPE BURSTING	Pass	Pass	Pass
ACKNOWLEDGEMENTS			
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:			
Convicted of a criminal offense	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass

2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT

CITY OF PUEBLO, COLORADO

PROJECT NO. 24-057 (WWAN01)



NO.	REVISIONS	BY	DATE	APPROVAL

city of PUEBLO colorado

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
(719) 553-2957 FAX

SCALE (H): 1" = 250'
SCALE (V): 1" = NA
DESIGNED BY: S.M.
CHECKED BY: S.M.
APPROVED BY: S.M.
DATE: 5/13/2024

PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT

LOCATION MAP

DocuSign Envelope ID: AC9E3E0A-72D5-4FF0-BAB6-111D06DD140F

City Clerk's Office Item # Q5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alexandria Romero, Director of Finance

SUBJECT: A RESOLUTION ESTABLISHING TWO PROJECTS IN FUND 456- FIRE STATIONS. PROJECT CI2434 - PUMPER FIRE APPARATUS FOR $900,000, AND PROJECT CI2435 - FIRE STATION NO. 6, 8, AND 11, FOR $33,550,000 PLUS ANY FUTURE FUNDS ALREADY BUDGETED AND APPROPRIATED.

SUMMARY:

This Resolution establishes two projects in Fund 456 - Fire Stations and allocates already budgeted and appropriated funds to each new project. The two projects are, Project CI2434 - Pumper Fire Apparatus, and Project CI2435 - Fire Station No. 6, 8, and 11.

PREVIOUS COUNCIL ACTION:

On October 23, 2023, City Council passed Ordinance No. 10570 authorizing the City to issue up to $36,000,000 in Series 2023 Certificates of Participation for the purpose of financing the construction, improvement, and equipping of three fire stations. On March 11, 2024, City Council passed Ordinance No. 10670 establishing Fund No. 456 - Fire Stations and budgeting and appropriating funds in the amount of $34,450,000 from the issuance of the Series 2023 Certificates of Participation and all future funds received into Fund No. 456.

BACKGROUND:

On December 21, 2023, the City closed and received the proceeds from the Series 2023 Certificates of Participation (COP). On March 11, 2024, Fund No. 456 - Fire Stations was established and the proceeds from the COP issuance were budgeted and appropriated to Fund No. 456. This Resolution allocated the already budgeted and appropriated funds to four projects within Fund No. 456.

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FINANCIAL IMPLICATIONS:

The attached Resolution allocates already budgeted and appropriated funds in the amount of $34,450,000 plus any additional revenue received to two projects in Fund No. 456.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Failure to adopt this Resolution will result in the City Council not establishing Project CI2434 - Pumper Fire Apparatus, and Project CI2435 - Fire Station No. 6, 8, and 11 in Fund No. 456 - Fire Stations.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

None

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RESOLUTION NO. 15637

A RESOLUTION ESTABLISHING TWO PROJECTS IN FUND 456- FIRE STATIONS. PROJECT CI2434 - PUMPER FIRE APPARATUS FOR $900,000, AND PROJECT CI2435 - FIRE STATION NO. 6, 8, AND 11, FOR $33,550,000 PLUS ANY FUTURE FUNDS ALREADY BUDGETED AND APPROPRIATED.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Project CI2434 - Pumper Fire Apparatus, and Project CI2435 - Fire Station No. 6, 8, and 11 are hereby established.

SECTION 2.

Funds in the amount of $900,000 for Project CI2434 - Pumper Fire Apparatus, and funds in the amount of $33,550,000, plus any future funds, for Project CI2435 - Fire Station No. 6, 8, and 11, shall be allocated from already budgeted and appropriated funding.

SECTION 3.

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

SECTION 4.

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

INTRODUCED: May 13, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

DocuSign Envelope ID: AC9E3E0A-72D5-4FF0-BAB6-111D06DD140F

City Clerk's Office Item # Q6

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alexandria Romero, Director of Finance

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

SUMMARY:

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

PREVIOUS COUNCIL ACTION:

Resolution 11270, March 24, 2008 authorizing $2,000,000
Resolution 12696, June 10, 2013 authorizing $500,000
Resolution 13023, July 28, 2014 authorizing $500,000
Resolution 13332, November 9, 2015 authorizing $500,000
Resolution 13483, May 23, 2016 authorizing $500,000
Resolution 13839, December 11, 2017 authorizing $620,000
Resolution 13958, May 14, 2018 authorizing $500,000
Resolution 14077, November 12, 2018 authorizing $500,000
Resolution 14386, March 23, 2020 authorizing $500,000
Resolution 14614, May 10, 2021 authorizing $500,000
Resolution 14817, February 28, 2022 authorizing $500,000
Resolution 15034, October 24, 2022 authorizing $500,000
Resolution 15384, October 10, 2023 authorizing $750,000

BACKGROUND:

In 1999, an agreement was entered into between the City and PEDCO Foundation to place all rents and other payments received by the Foundation for the lease of the Pope Block Building (317 N. Main St.) into a separate escrow account, known previously as the “1999 Escrow Account”. In 2008, the balance in this escrow account was $2,000,000. At that time, the Receivable Management Services Corporation agreed to

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modify its lease arrangements with PEDCO Foundation and lease additional space in the Building in order to employ an additional 250 full-time employees; provided, however, that the $2,000,000 balance in the 1999 Escrow Account (the Lease Proceeds Balance) be escrowed with the City's Finance Department and pledged for the payment of Net Foundation Operating Expenses as defined under said lease. This arrangement, as well as other terms and conditions, was approved by the Council on March 24, 2008, by Resolution No. 11270. The term of the agreement was January 1, 2008 through March 1, 2013.

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

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

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

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

RECOMMENDATION:

City staff recommends approval of this Resolution.

ATTACHMENTS:

None

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RESOLUTION NO. 15638

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

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

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SECTION 4.

This Resolution shall become effective immediately upon final passage

INTRODUCED: May 13, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFEC3043C...
CITY CLERK

DocuSign Envelope ID: AC9E3E0A-72D5-4FF0-BAB6-111D06DD140F

City Clerk's Office Item # Q7

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Lori Pinz, Director Information Technology

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT OF EIGHT HUNDRED THIRTY-FOUR THOUSAND ONE HUNDRED AND FORTY-FOUR DOLLARS ($834,144) FROM PROJECT NO. CI-2113 – AMERICAN RESCUE PLAN ACT, FOR THE PURPOSES OF ALIGNING ALL HARDWARE AND SOFTWARE LICENSING, WARRANTY AND TECHNICAL SUPPORT SERVICES, AND CERTIFICATION TRAINING, AND ADDING SITUATIONAL AWARENESS CAMERAS TO THE REAL-TIME CRIME CENTER, AS AUTHORIZED BY SECTION 603 (A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35

SUMMARY:

This Resolution authorizes the payment of $834,144 in American Rescue Plan Act ("ARPA") funds for the purpose of aligning all hardware and software licensing, warranty, certification training, and technical support services for all components of the Real-Time Crime Center (RTCC). In addition, situational awareness cameras will be added and installed with the license-plate readers which have been previously implemented.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI-2113 and budgeted and appropriated up to $36.7 million in funds which were expected to be distributed to the City from the American Recovery Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021, until December 31, 2024, (to be expended by December 31, 2026).

BACKGROUND:

The City Council approved one-point-five million ($1,500,000) dollars to fund a real-time crime center (RTCC) for the City of Pueblo's Police Department. Another one-hundred

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and fifty thousand ($150,000) was added for cybersecurity and backup. In analyzing the different hardware and software components of the RTCC, it was determined all the hardware and software licensing, warranty, and technical support services did not align to the same technical maintenance and support renewal period. This creates a risk that a component, service, or warranty would not be covered when a system down or other event occurred thus preventing technical support or component replacements from being available immediately. As a mission-critical system supporting public safety, it is imperative that all components are always under the appropriate technical support, licensing, and support services. To eliminate the risk of human-error on a renewal period for any of the components, the Information Technology Department analyzed the purchases and received pricing to align all aspects of the system to the 5-year warranty term of the hardware and software already purchased.

Police Department and Information Technology Department personnel must complete a training course and become certified to support and administer the RTCC. The cost for training up to ten (10) personnel is included in the $834,144.

Further, the Pueblo Police Department determined that the information being obtained from the fixed license-plate readers (LPR) could be enhanced with the addition of situational awareness cameras within the same vicinity of the LPR units. The addition of these cameras will increase the possibility of obtaining photo evidence of criminal activity that occurs within that area. The cost of these cameras is included in the $834,144. Because crime rates have increased and public safety staffing has decreased during the COVID-19 Pandemic, it is imperative that the RTCC is implemented with care and its functionally protected due to its complexity and importance to the operations of the Pueblo Police Department and the safety of our citizens.

The costs associated for warranty, training, technical support, services, and software licensing related to the protect mission critical public safety applications is an eligible use of ARPA funds 31C.F.R. 35.6(b)(3)(ii)(E)(4).

FINANCIAL IMPLICATIONS:

Funding in the amount of $834,144 will be paid out of Project Cl2113 - American Rescue Plan.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

The City Council could decide not to support or fund the technical needs and services required by the RTCC system exposing it to catastrophic failure and compromising public safety services and calls for service for our citizens.

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RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

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RESOLUTION NO. 15639

A RESOLUTION AUTHORIZING PAYMENT OF EIGHT HUNDRED THIRTY-FOUR THOUSAND ONE HUNDRED AND FORTY-FOUR DOLLARS ($834,144) FROM PROJECT NO. CI-2113 – AMERICAN RESCUE PLAN ACT, FOR THE PURPOSES OF ALIGNING ALL HARDWARE AND SOFTWARE LICENSING, WARRANTY AND TECHNICAL SUPPORT SERVICES, AND CERTIFICATION TRAINING, AND ADDING SITUATIONAL AWARENESS CAMERAS TO THE REAL-TIME CRIME CENTER, AS AUTHORIZED BY SECTION 603 (A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35

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

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

WHEREAS, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI-2113 and budgeted and appropriated up to $36.7 million in funds which were expected to be distributed to the City from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021, until December 31, 2024 (to be expended by December 31, 2026); and

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of eight hundred thirty-four thousand one hundred and forty-four dollars ($834,144) is hereby authorized from Project CI2113 – American Rescue Plan for the purpose of aligning all hardware and software licensing, warranties, certification training, and technical support services for all components of the Real-Time Crime Center, and the purchase and installation of additional situational awareness cameras.

SECTION 2.

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

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SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: May 13, 2024

BY: Charles Hernandez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDEFC3D43C...
CITY CLERK

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City Clerk's Office Item # Q8

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Dennis Flores, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO GLOBAL MEDICAL RESPONSE, DBA: AMERICAN MEDICAL RESPONSE IN THE AMOUNT OF $2,000 TO SPONSOR THE SAFETY JAM ON SATURDAY, JUNE 1, 2024, AT 12:00 PM

SUMMARY:

Attached for consideration is a request for support of Global Medical Response, DBA: American Medical Response in the amount of $2,000 to sponsor the Safety Jam on Saturday, June 1, 2024, at 12:00 pm.

PREVIOUS COUNCIL ACTION:

Council supported this event for $1,000 in 2023, 2022, 2019, and 2018.

BACKGROUND:

American Medical Response (AMR) has held the AMR Safety Jam event in Pueblo since 2013. With the 2 lost years due to COVID, 2024 will be the 10th annual Safety Jam event. This event brings great health and safety information to Pueblo and Pueblo County residents. This great event has always been free of charge to attendees. Historically, Pueblo City Council has supported Safety Jam with a cash donation. We would also invite Pueblo City Council Members to be part of our Hometown Hero Ceremony and greet the crowd at the event on June 1, 2024, at 12:00. The 2024 Safety Jam Hometown Hero is Dave Feamster.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $2,000 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to Global Medical Response, DBA: American Medical Response.

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BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Dennis Flores.

ATTACHMENTS:

1. Safety Jam Sponsorship Request 2024
2. 2024 Contingencies (Council) - Safety Jam

DocuSign Envelope ID: AC9E3E0A-72D5-4FF0-BAB6-111D06DD140F

RESOLUTION NO. 15640

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO GLOBAL MEDICAL RESPONSE, DBA: AMERICAN MEDICAL RESPONSE IN THE AMOUNT OF $2,000 TO SPONSOR THE SAFETY JAM ON SATURDAY, JUNE 1, 2024, AT 12:00 PM

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $2,000 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to Global Medical Response, Dba: American Medical Response to sponsor Safety Jam on Saturday, June 1, 2024, at 12:00 pm.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: May 13, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

DocuSigned by:
APPROVED: Mark Aliff
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PRESIDENT OF CITY COUNCIL

DocuSigned by:
ATTESTED BY: 7C02EBDFFC3D43C...
CITY CLERK

American Medical Response
922 S Santa Fe, Pueblo CO 81006

Honored Council Members,

American Medical Response (AMR) has held the AMR Safety Jam event in Pueblo since 2013. With the 2 lost years due to COVID 2024 will be the 10th annual Safety Jam event. This event bring great health and safety information to Pueblo and Pueblo County residents. This great event has always been free of charge to attendees. Historically Pueblo City Council has supported Safety Jam with a cash donation. A this is the 10th annual we are trying to make it the best one yet. We respectfully request a donation of $2000 for this years event. We would also invite Pueblo City Council Members to be part of our Hometown Hero Ceremony and greet the crowd at the event June 1, 2024 at 12:00. The 2024 Safety Jam Hometown Hero if Dave Feamster. Please reach out if you would like to participate. Thank you for your support

Chris McMahan
Safety Jam Coordinator
719-323-0573

DATE	BALANCE IN 2024 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
Bal. Fwd.	Desiree Tamlich - Mural Levee Project Remaining Balance		$ 1,500.00		$ 98,500.00
1/8/24	Mt. Carmel Veterans Services Salute to Heroes Event		$ 1,000.00		$ 97,500.00
1/22/24	PFP Sun Soil Water Ag Summit		$ 2,000.00		$ 95,500.00
1/22/24	Latino Chamber 45th Anniversary Dinner Table		$ 1,100.00		$ 94,400.00
1/22/24	Boys & Girls Club Champions of Youth Dinner VIP Table		$ 1,800.00		$ 92,600.00
2/5/24	Desiree Tamlich - Mural Levee Project Remaining Balance		$ 1,500.00		$ 91,100.00
2/12/24	Pueblo Friends of the Arkansas Trout on the Routt		$ 250.00		$ 90,850.00
2/26/24	Pueblo Child Advocacy Center Blue Sneaker Ball		$ 1,200.00		$ 89,650.00
3/11/24	Pueblo Children's Chorale		$ 3,000.00		$ 86,650.00
3/11/24	Latino Veterans Profiles in Courage		$ 1,500.00		$ 85,150.00
3/11/24	Mariposa Center for Safety - Mother's Day		$ 1,000.00		$ 84,150.00
3/11/24	Hip Hop Festival - Mad Fresh Productions		$ 2,000.00		$ 82,150.00
3/11/24	Super Team PCSO - St. Baldricks Head Shaving Event		$ 1,000.00		$ 81,150.00
3/11/24	Pueblo Has Talent Event		$ 3,800.00		$ 77,350.00
3/25/24	Southern Colorado Press Club Sheep Dip		$ 1,000.00		$ 76,350.00
3/25/24	Juneteenth Organization		$ 1,000.00		$ 75,350.00
3/25/24	El Movimiento Sigue fiscal sponsor for Cinco de Mayo		$ 2,000.00		$ 73,350.00
3/25/24	Boys & Girls Club the PLACE Community Block Party		$ 1,000.00		$ 72,350.00
3/25/24	The ARC of Pueblo Golden Tortilla		$ 400.00		$ 71,950.00
4/8/24	Southern Colorado Equality Alliance Spring Fling		$ 280.00		$ 71,670.00
4/22/24	C Cubed Training - Girls in IT Day		$ 700.00		$ 70,970.00
4/22/24	Downtown Association Levee Walk		$ 1,000.00		$ 69,970.00
5/13/24	AMR Safety Jam		$ 2,000.00		$ 67,970.00
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City Clerk's Office Item # Q9

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Regina Maestri, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO AMERICAN LEGION POST 2, AS THE FISCAL SPONSOR OF BOY SCOUT TROOP 19, IN THE AMOUNT OF $1,000 TO SPONSOR BOY SCOUT TROOP 19

SUMMARY:

Attached for consideration is a request for support of Boy Scout Troop 19 in the amount of $1,000.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Boy Scout Troop 19 is for boys 6th through 12th grade in the Pueblo area. We consistently participate in local events and service projects, such as flag retiring ceremonies, parades, volunteering at local churches (serving for special dinners, rummage sales, small renovations like gazebos and park benches, etc.) and completing service projects at the Nature and Wildlife Discovery Center of Pueblo, Desert Willow Health and Rehabilitation Center and much more!

Each year, there are many expenses that come with running our troop. From regional and national council registration fees, merit badge courses, uniforms, camping expenses (food, equipment, travel expenses, lodging) to the annual summer camping event and other enrichment activities (skiing, Rockies games, Dinosaur Resource Center, etc) our scouts are calling out to you for help.

To thank you, we'd like to feature your business's logo on our Class B uniforms, camp/parade banner, newsletter and give you an honorary patch.

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FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $1,000 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to American Legion Post 2, as the fiscal sponsor of Boy Scout Troop 19.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Regina Maestri.

ATTACHMENTS:

1. Boy Scout TROOP 19 SPONSORSHIP Request
2. 2024 Contingencies (Council) Boy Scout Troop 19

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RESOLUTION NO. 15633

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO AMERICAN LEGION POST 2, AS THE FISCAL SPONSOR OF BOY SCOUT TROOP 19, IN THE AMOUNT OF $1,000 TO SPONSOR BOY SCOUT TROOP 19

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $1,000 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to American Legion Post 2, as the fiscal sponsor of Boy Scout Troop 19.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: May 13, 2024

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

BOY SCOUT TROOP 19 SPONSORSHIP

Boy Scout Troop 19 is for boys 6th through 12th grade in the Pueblo area. We consistently participate in local events and service projects, such as flag retiring ceremonies, parades, volunteering at local churches (serving for special dinners, rummage sales, small renovations like gazebos and park benches, etc.) and completing service projects at the Nature and Wildlife Discovery Center of Pueblo, Desert Willow Health and Rehabilitation Center and much more!

Each year, there are many expenses that come with running our troop. From regional and national council registration fees, merit badge courses, uniforms, camping expenses (food, equipment, travel expenses, lodging) to the annual summer camping event and other enrichment activities (skiing, Rockies games, Dinosaur Resource Center, etc) our scouts are calling out to you for help.

Would you be willing to sponsor Troop 19 so that we can cover these costs?

To thank you, we'd like to feature your business's logo on our Class B uniforms, camp/parade banner, newsletter and give you an honorary patch. Any donation amount is tax deductible! Contact Kristen Hendren at (719) 924-2256 or kristenlandgren@gmail.com if you have any questions about our Troop or how you can get involved. We'd love to start this conversation with you.

Thank you,

Troop 19

Levels of Sponsorship

Platinum $1000+

This amount could contribute to our yearly national and regional council registration fees or pay for at least two scouts to attend summer camp!

You would receive:

- Your business' logo on Troop 19's Class B uniforms.
- Everything in the Gold and Silver packages

Gold $500 - $999

This amount could pay for one scout to attend summer camp!

You would receive:

- Your business' logo on Troop 19's camp/parade banner. This is displayed at every meeting, camp out and all community events.
- Everything in the Silver Package

Silver $100 -$499

This amount could pay for our entire troop to go on a weekend camping trip!

You would receive:

- Your business' logo in our newsletter
- Everything in the bronze package

Bronze $10 - $99

This amount could cover the fee for 3-4 kids to earn a merit badge or pay for one scouts quarterly dues!

You would receive:

- An honorary patch

501(c)(3) ORGANIZATION DONATION RECEIPT

Date: _____

Name of Non-Profit Organization: Boy Scout Troop 19

Mailing Address: 85 Stanford Avenue, Pueblo, Colorado 81005

EIN: 84-6050919

Donor Information

Donor's Name: _____

Donor's Address: _____

Thank you for your donation with a value of _____ Dollars ($_____), made to the above-mentioned 501(c)(3) Non-Profit Organization. Donation Description: _____ I, the undersigned representative, declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that there were no goods or services provided as part of this donation. Furthermore, as of the date of this receipt the above-mentioned organization is a current and valid 501(c)(3) non-profit organization in accordance with the standards and regulations of the Internal Revenue Service (IRS).

Representative's Signature _____

Representative's Name _____

Title: _____ Date: _____

DATE	BALANCE IN 2024 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
Bal. Fwd.	Desiree Tamlich - Mural Levee Project Remaining Balance		$ 1,500.00		$ 98,500.00
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5/13/24	Boy Scout Troop 19		$ 1,000.00		$ 66,970.00
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City Clerk's Office Item # R1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Roger Gomez, Councilor

SUBJECT: AN ORDINANCE OF THE CITY OF PUEBLO AMENDING TITLE XI, CHAPTER 1, SECTION 405 OF THE PUEBLO MUNICIPAL CODE PROHIBITING THE ESTABLISHMENT, OPERATION, USE, OR PARTICIPATION IN SYRINGE EXCHANGE OR DISTRIBUTION PROGRAMS WITHIN THE CITY OF PUEBLO AND PROVIDING PENALTIES THEREFOR

SUMMARY:

Proposed Ordinance to prohibit syringe exchange programs within the City.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Syringe exchange programs within the City are contributing to the improper disposal of used hypodermic needles and syringes. The City is experiencing an increase in the number of dirty hypodermic needles, syringes, and other drug paraphernalia being discarded in the City's public places, such as the City Park, Mineral Palace Park, and the Pueblo River Trail System, presenting a threat to the health, property, safety, and welfare of the public in the City of Pueblo.

FINANCIAL IMPLICATIONS:

Not applicable.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

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STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could continue to allow the operation of syringe exchange programs within the City.

RECOMMENDATION:

Pass the Ordinance.

ATTACHMENTS:

None

DocuSign Envelope ID: 11E1FD5E-19B5-43B0-9359-9462DA9062DB

ORDINANCE NO. 10698

AN ORDINANCE OF THE CITY OF PUEBLO AMENDING TITLE XI, CHAPTER 1, SECTION 405 OF THE PUEBLO MUNICIPAL CODE PROHIBITING THE ESTABLISHMENT, OPERATION, USE, OR PARTICIPATION IN SYRINGE EXCHANGE OR DISTRIBUTION PROGRAMS WITHIN THE CITY OF PUEBLO AND PROVIDING PENALTIES THEREFOR

WHEREAS, Title 25, Article 1, Section 520, C.R.S., allows a county board of health to approve a hypodermic needle or syringe exchange program ("Needle Exchange") proposed by a county public health agency to provide intravenous drug users hypodermic needles or syringes, collect used hypodermic needles or syringes, and develop education programs to encourage the disclosure of the possession of hypodermic needles or syringes to first responders; and

WHEREAS, Title 25, Article 1, Section 520, C.R.S., allows any nonprofit organization with experience operating a Needle Exchange or health facilities certified by the state to operate a Needle Exchange without local approval; and

WHEREAS, the improper exchange and disposal of used hypodermic needles and syringes results in dirty hypodermic needles being discarded in the public rights of way and facilities, presenting a threat to the health, property, safety, and welfare of the public in the City of Pueblo; and

WHEREAS, Needle Exchanges near public facilities, schools, parks, and playgrounds have an especially negative effect due to the resulting improper disposal of dirty hypodermic needles and syringes as well as the congregation of intravenous drug users near public facilities, schools, parks, and playgrounds; and

WHEREAS, the operation of Needle Exchanges increases the risk of overdose and death by facilitating the use of deadly and dangerous synthetic opioids which are difficult to detect by drug users leading to the unknowing use of drugs containing fentanyl; and

WHEREAS, the City of Pueblo is experiencing an increase in the number of syringes and other drug paraphernalia found in its public places, specifically in the City Park, Mineral Palace Park, and the Pueblo River Trail System, all of which are located within the City of Pueblo; and

WHEREAS, pursuant to the City of Pueblo's Home Rule power, as granted broadly under Article XX, Section 6 of the Colorado Constitution, the City is authorized to impose, enforce, and collect fines and penalties for the violation of any of the provisions of the charter, or of any ordinance adopted in pursuance of the charter; and

WHEREAS, the City of Pueblo's Home Rule Charter authorizes City Council to adopt ordinances, resolutions, or other legislation conducive to the welfare of the people of the City and not inconsistent with the City of Pueblo's Charter; and

WHEREAS, Pueblo Municipal Code, Title VII, Chapter 1, Section 1 authorizes the City, through its legislative body, to declare actions and activities that constitute a public nuisance; and

WHEREAS, the Pueblo Municipal Code sets forth regulatory, penal, and administrative ordinances to promote and protect the public health, safety, peace, comfort, and general welfare of the City; and

WHEREAS, Needle Exchanges are not an enumerated use under the Zoning Code nor does the Pueblo Municipal Code or Charter authorize Needle Exchanges within the City; NOW, THEREFORE,

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

SECTION 1.

Pueblo Municipal Code Title XI, Chapter 1, Section 405 - Nuisances is amended as follows:

(a) Definitions. As used in this Section:

. . . .

(3) "Syringe services program" means any and all needle and syringe exchange or distribution programs or projects whereby hypodermic needles and/or syringes are exchanged or dispensed such that persons participating in and/or operating such programs are exempted from criminal prosecution for acts related to the possession of needles and/or syringes. "Syringe services program" does not include any facility, place, or building providing diagnosis, care, prevention, and treatment of human illness, physical or mental, including convalescence and rehabilitation.

(b) Specific nuisances. The following substances, activities or conditions are hereby expressly deemed to be detrimental to the health or safety of the inhabitants of this City and are nuisances:

. . . .

(7) The creation, establishment, operation, or participation in a syringe services program within the City of Pueblo.

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 April 22, 2024.

Final adoption of Ordinance by City Council on May 13, 2024.

DocuSigned by:
Mark Aliff
B7A4E51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 5/16/2024 | 8:42 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

DocuSigned by:
3A85950B7BCA462...
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

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

DocuSign Envelope ID: 1F22C316-94F7-422D-A333-54100B25D2EE

City Clerk's Office Item # R2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COMMUNITY ASSET ENTERPRISE/COLORADO ENERGY OFFICE RELATING TO A GRANT TO INSTALL FOUR DIRECT CURRENT FAST CHARGING (DCFC) ELECTRIC VEHICLE CHARGING STATIONS AT THE MAIN STREET PARKING GARAGE; ACCEPTING A GRANT IN THE AMOUNT OF $445,000; ESTABLISHING PROJECT ACCOUNT CI2433 - DESIGN AND INSTALL MAIN STREET GARAGE DCFC EV CHARGERS; TRANSFERRING FUNDS IN THE AMOUNT OF $400,000 FROM PROJECT ACCOUNT CI2408 - EV CHARGING STATIONS (FLEET) TO PROJECT ACCOUNT CI2433 - DESIGN AND INSTALL MAIN STREET GARAGE DCFC EV CHARGERS; BUDGETING AND APPROPRIATING A TOTAL OF $845,000.00 INTO PROJECT ACCOUNT CI2433 - DESIGN AND INSTALL MAIN STREET GARAGE DCFC EV CHARGERS; AND APPROVING THE MAYOR TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT ON BEHALF OF THE CITY

SUMMARY:

This Ordinance approves an Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, acting by and through the Community Asset Enterprise/Colorado Energy Office relating to a grant to install four Direct Current Fast Charging (DCFC) electric vehicle charging stations at the Main Street Parking Garage; accepts a grant in the amount of $445,000; establishes Project Account CI2433 - Design and Install Main Street Garage DCFC EV Chargers; transfers funds in the amount of $400,000 from Project Account CI2408 - EV Charging Stations (Fleet) to Project Account CI2433 - Design and Install Main Street Garage DCFC EV Chargers; budgets and appropriates a total of $845,000.00 into Project Account CI2433 - Design and Install Main Street Garage DCFC EV Chargers; and approves the Mayor

to execute the Intergovernmental Agreement on behalf of the City.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Ordinance accepts the Colorado Energy Office's grant for the construction of four DCFC electric vehicle charging stations at the Main Street Parking Garage. It also accepts, budgets, and appropriates the funds for the work in a new project account.

The new DCFC chargers will be available for public use, adding to the City's inventory of publicly-accessible electric vehicle chargers at three locations around the City. Currently, the City only has Level 2 chargers available for public use, but these four new chargers will facilitate rapid charging for electric vehicle drivers who may be transiting through Pueblo on I-25 or US-50, or for local drivers seeking a fast recharge.

As a condition of accepting the award, the City is required to provide a local funding match of at least 35% of the total project cost. Upon execution of the agreement, the Public Works Department will begin the process to acquire design services for the project, work with the selected consultant to create biddable construction drawings, acquire construction services, and oversee construction/installation of the new chargers.

FINANCIAL IMPLICATIONS:

Project Account CI2433 - Design and Install Main Street Garage DCFC EV Chargers is established.

Funds in the amount of $445,000 will be accepted from the Colorado Energy Office and budgeted and appropriated into CI2433.

Matching funds in the amount of $400,000.00 will be transferred from Project Account CI2408 - EV Charging Stations (Fleet) and budgeted and appropriated into CI2433.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding from the CAE/CEO grant.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. CAE-City of Pueblo Intergovernmental Grant Agreement Final 4.10

DocuSign Envelope ID: 1F22C316-94F7-422D-A333-54100B25D2EE

ORDINANCE NO. 10699

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COMMUNITY ASSET ENTERPRISE/COLORADO ENERGY OFFICE RELATING TO A GRANT TO INSTALL FOUR DIRECT CURRENT FAST CHARGING (DCFC) ELECTRIC VEHICLE CHARGING STATIONS AT THE MAIN STREET PARKING GARAGE; ACCEPTING A GRANT IN THE AMOUNT OF $445,000; ESTABLISHING PROJECT ACCOUNT CI2433 - DESIGN AND INSTALL MAIN STREET GARAGE DCFC EV CHARGERS; TRANSFERRING FUNDS IN THE AMOUNT OF $400,000 FROM PROJECT ACCOUNT CI2408 - EV CHARGING STATIONS (FLEET) TO PROJECT ACCOUNT CI2433 - DESIGN AND INSTALL MAIN STREET GARAGE DCFC EV CHARGERS; BUDGETING AND APPROPRIATING A TOTAL OF $845,000.00 INTO PROJECT ACCOUNT CI2433 - DESIGN AND INSTALL MAIN STREET GARAGE DCFC EV CHARGERS; AND APPROVING THE MAYOR TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT ON BEHALF OF THE CITY

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

SECTION 1.

Project Account CI2433 - Design and Install Main Street Garage DCFC EV Chargers is hereby established.

SECTION 2.

The Intergovernmental Agreement (“IGA”) between the City of Pueblo ("City"), a Colorado Municipal Corporation, and the State of Colorado, acting by and through the Community Asset Enterprise/Colorado Energy Office relating to a grant to install four Direct Current Fast Charging (DCFC) electric vehicle charging stations at the Main Street Parking Garage, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

Funds in the amount of $445,000.00 are hereby accepted and deposited into Project Account CI2433 - Design and Install Main Street Garage DCFC EV Chargers, and budgeted and appropriated into said account.

SECTION 4.

Funds in the amount of $400,000.00 are hereby transferred from Project Account CI2408 - EV Charging Stations (Fleet) to Project Account CI2433 - Design and Install Main Street Garage DCFC EV Chargers, and budgeted and appropriated into Project Account CI2433.

SECTION 5.

The Mayor is authorized to execute and deliver the IGA in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 6.

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

SECTION 7.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on April 22, 2024.

Final adoption of Ordinance by City Council on May 14, 2024.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 5/16/2024 | 8:42 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

DocuSigned by:
3A85950B7BCA462...
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

DocuSigned by:
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_____
City Clerk

GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Community Access Enterprise	**Grant Amount** State Fiscal Year 2024: $445,000.00 State Fiscal Year 2025: any unspent funds from SFY24 State Fiscal Year 2026: any unspent funds from SFY25 State Fiscal Year 2027: any unspent funds from SFY26 State Fiscal Year 2028: any unspent funds from SFY27 State Fiscal Year 2029: any unspent funds from SFY28 **Total for all State Fiscal Years: $445,000.00**
Grantee City of Pueblo	
Grant Issuance Date The date the State Controller or an authorized delegate signs this Grant Letter	
Grant Expiration Date December 31, 2029	
Grant Authority Pursuant to section 24-38.5-303(6)(b), C.R.S., the Community Access Enterprise Board may contract with public or private entities to conduct the affairs of the enterprise.	

Grant Purpose

The purpose of this Agreement is for Grantee to develop fast charging in Colorado to provide critical infrastructure for electric vehicles and enable statewide travel in and electric vehicle. The Grantee was awarded grant funding as a result of the competitive Electric Vehicle (EV) Direct Current-Fast Charging Plazas Grant Program Request for Applications (RFA) issued by the Colorado Energy Office (CEO) on March 8, 2023.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Grant:

1. Exhibit A, Statement of Work.
2. Exhibit B, Budget.
3. Exhibit C, Grantee's Application
4. Exhibit D, EV Plazas Request for Applications (RFA)

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

1. Colorado Special Provisions in §17 of the main body of this Grant
2. The provisions of the other sections of the main body of this Grant.
3. Exhibit A, Statement of Work.
4. Exhibit B, Budget
5. Exhibit C, Grantee's Application.
6. Exhibit D, EV Plazas Request for Applications (RFA)

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE Heather Graham, Mayor City of Pueblo _____ By: Heather Graham, Mayor Date: _____	**STATE OF COLORADO** Jared S. Polis, Governor Community Access Enterprise _____ By: Rev. Eugene Downing, Jr., Board Chair Date: _____
STATE OF COLORADO Jared S. Polis, Governor Colorado Energy Office Will Toor, Executive Director _____ By: Dominique Gómez, Deputy Director Date:	**LEGAL REVIEW** Philip J. Weiser, Attorney General _____ By: Assistant Attorney General Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Office of the Governor, Jonathon Bray, Controller

Effective Date:_____

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

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

B. Early Termination in the Public Interest

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Budget**" means the budget for the Work described in Exhibit B.

B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

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

D. "**Grant Award Letter**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

E. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

F. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.

G. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter.

H. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

I. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

J. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

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

L. "**Initial Term**" means the time period between the Grant Issuance Date and the Grant Expiration Date.

M. "**Matching Funds**" means the funds provided Grantee as a match required to receive the Grant Funds.

N. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

O. **"Plaza"** means a geographic hub/site with multiple, four or more DCFC. Sometimes referred to as a Hub or Depot.

P. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

Q. "**Services**" means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

R. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by

a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

S. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

T. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

U. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

V. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

W. "**Work**" means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

X. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit B (the "Local Match Amount"). Grantee's obligation to pay

all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this

Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon

the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

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

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. INSURANCE

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

11. REMEDIES

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

12. DISPUTE RESOLUTION

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

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13**.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

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

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq*. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

16. GENERAL PROVISIONS

A. Assignment

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

B. Captions and References

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

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

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

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

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

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

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

J. Waiver

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

K. Accessibility

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

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

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

A. STATUTORY APPROVAL. §24-30-202(1) C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor**

shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. **COMPLIANCE WITH LAW.**

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. **CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. **PROHIBITED TERMS.**

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. **SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507 C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

EXHIBIT A, STATEMENT OF WORK

I. Work Tasks, Deliverables and Timeline

Task 1 – Contract Administration

Task 1.1: Kick-off Meeting

The purpose of this task is to establish the expectations for communication and procedures for implementing this Agreement. The meeting shall include, but not be limited to, an updated project timeline and Grantee's strategy to execute the Agreement and associated deliverables. The meeting will review contract requirements and expectations.

1.1 Deliverables: Meeting minutes.

Task 1.2: Check-In Calls

The Community Access Enterprise (CAE) in partnership with the Colorado Energy Office (CEO) and the Grantee shall conduct project check-in calls once every month or on as needed basis. The Grantee shall be responsible for ensuring that all relevant staff attend each call. Meeting agendas will generally include updates on each project task, challenges and barriers the Grantee is encountering, and any decisions or guidance needed from CAE/CEO. CAE/CEO may decide to have more or less frequent calls over the course of the project and will schedule them with the Grantee as needed. The Grantee must take meeting minutes and submit to CAE/CEO within 1 week following completion of the meeting.

1.2 Deliverables: Meeting minutes.

Task 1.3: Critical Project Review (CPR) Meeting(s) (As Necessary)

CPRs provide the opportunity for CAE/CEO and Grantee to meet if the project is behind schedule or is experiencing regular or extensive challenges. The purpose of this task is to formally check in on the project status and identify any needed modifications to the tasks, products, schedule or budget.

CAE/CEO may schedule CPR meetings as necessary, though the Grantee may request a meeting as well. Participants shall include CAE/CEO, the Grantee's key personnel, and may include other State representatives as determined by CAE/CEO. CAE/CEO and the Grantee shall work together to develop the agenda and meeting materials for each CPR. During the CPR, CAE/CEO will work with the Grantee to agree on action items and any deliverables needed following the meeting. The Grantee shall take minutes and submit to CAE/CEO Program Manager within 1 week following the meeting.

1.3 Deliverables: Meeting minutes and any other deliverables agreed on at the meeting.

Task 1.4: Final Meeting

The purpose of this task is to close out key milestones of the Agreement upon completion of all Plazas and start of operations. The meeting agenda will include a review of project findings to date, conclusions and lessons learned, and recommendations including those from Plaza operations and data from quarterly

Plaza use reports. The Grantee shall take minutes and submit to CAE/CEO Program Manager 1 week following the meeting.

1.4 Deliverables: Meeting minutes and materials.

Task 2 Site Acquisition and Match Commitment

Task 2.1: Execute Site Host Agreements

The purpose of this task is to finalize site host agreements for each of the Plazas listed in Table 1 below. The Grantee shall complete all steps necessary to secure site host agreements for each of the sites listed in the table below.

2.1 Deliverables:

- Signed cover letter from Grantee certifying all provisions in this State of Colorado Grant Agreement to fulfill the obligations of the grant have been met and are included in the signed agreement with each site host, if different than grantee. If applicable, the letter shall also summarize the site host's match for the project.
- A copy of the signed agreement page with each site host.

Grantee's Plaza locations are:

Location	Address	#DCFC	kW
Pueblo Main Street	120 S Main Street, Pueblo, CO	4	150

Table 1. Grantee Plaza Locations

Task 2.2 Submit Utility Application for Each Site

Grantee shall submit utility applications for each Plaza. If Grantee is participating in programs such as Xcel's EV Supply Infrastructure Program or other similar utility programs, Grantee shall prepare the necessary supporting documentation required. Grantee shall follow up with the utility as needed to complete the Plaza(s). Grantee should coordinate with the Utility to ensure a timely delivery of necessary equipment such as transformers, switchgear and panels to avoid unnecessary project delays.

Task 3 Station Site Assessments, and Design and Engineering

3.1 Conceptual Site Plans/Assessments

Grantee shall provide conceptual site plans or engineering drawings to CAE/CEO. These plans shall include a comprehensive project description including the location and size of any areas of disturbance, the depth of disturbance, how power is brought to the chargers, any boring or trenching needed, and any other details pertinent to the construction of the plazas. The plans for all awarded individual Plazas should be submitted as one single batch from the Grantee, if feasible.

3.1 Deliverables:

- Draft conceptual site plans, engineering drawings, construction drawings, Station site assessments and/or installation packages including but not limited to the following information:
    i. Comprehensive project description
    ii. Site plan or preliminary drawing for each plaza including any right-of-way or easements needed
    iii. Conceptual plans and engineering drawings
    iv. Photo and description of the site
    v. Explanation of any site walk findings and existing conditions
    vi. Location and size of any areas of disturbance
    vii. Depth of disturbance
    viii. Utility requirements and electrical capacity such as kVa and how power is brought to the chargers
    ix. Any boring or trenching needed
    x. Description of construction techniques
    xi. Removal of any vegetation or trees
    xii. Aesthetics of the equipment being installed
    xiii. Adherence to the Americans with Disability Act (ADA)
    xiv. Any other details pertinent to the construction of the plazas
    xv. EV charging only signage
    xvi. Project schedule

3.2 Final Design and Construction Documents

Following notification to proceed from CAE/CEO, Grantee shall complete the final design for each Plaza.

3.2 Deliverables:

- Final Design and Construction Documents
- Edits to final construction documents as requested by CAE/CEO.

3.3 Colorado branding on each station.

The Colorado Brand Compliance Officer for the State of Colorado (Integrated Document Solutions) is the designated authority for reviewing and approving usage of the Colorado logo for this charger deployment by Grantee, including review and approval of all artwork/design files. This mandatory review and approval will be coordinated through CAE/CEO.

CAE/CEO will provide Grantee original Colorado logo artwork for use in charger branding, which must include all logo elements, including the COLORADO logotype. Grantee shall then provide to CAE/CEO original charger branding artwork/design files for mandatory brand compliance review. Grantee shall make necessary modifications as communicated by CAE/CEO. Final approval in writing by CAE/CEO is required before chargers are branded with the State of Colorado logo.

3.3 Deliverables:

- Approved charger branding artwork/design incorporated into final station design and install.

3.4 Pre-Construction Checkpoint and Notice to Proceed

Grantee and CAE/CEO shall review and confirm that all aspects of the project will comply with the requirements of the DCFC Plazas program prior to construction beginning and upon completion of each site. Failure to ensure that the project incorporates the following could result in delayed reimbursement or forfeiture of the grant award. This shall include the following deliverables:

3.4 Deliverables:

- Confirmation that the hardware and network comply with all applicable cybersecurity requirements.
- Confirmation that the selected chargers shall be capable of Plug & Charge.
- Written notification that design and engineering is complete and Grantee is ready to begin installation for each plaza.
- Final copies of all construction and design documents.
- Copy of permit for each site.
- Verification to CAE/CEO that all minimum Plaza requirements have been met as outlined in the RFA and described in Grantee's application to the program including but not limited to charging speeds, Open Charge Point Protocol (OCPP) compliance, sufficient parking spaces and American with Disabilities Act (ADA) compliance. The Grantee's Application and the original RFA are incorporated as **Exhibits C and D.**
- Updated project timeline.

Task 4 Plaza Construction and Equipment Installation/Project Signage

The purpose of Task 4 is to complete construction activities and installation of DCFC at the Plaza(s). Upon completion of each Plaza, Grantee shall work with site host, local jurisdictions, and CDOT to install highway/interstate and other wayfinding signage, if eligible.

Task 4.1: Site Construction and Equipment Installation

Following completion of Task 3.5, Grantee shall work with its subcontractors to complete all aspects of Plaza construction and equipment installation. This includes but is not limited to the following:

i. Utilize the final construction drawings to prepare the Plaza(s) for installation and install the DCFC.
ii. Procure all required materials and equipment for installation.
iii. Coordinate project meetings as needed with hosts, suppliers, subcontractors, utilities and local authority having jurisdiction for the Plaza(s) to kick-off, track, and evaluate project status.
iv. Coordinate utility interconnection, service drop, transformer sizing, service activation,

billing, and other utility requirements as needed.

v. Install DCFC at the Plaza(s) that meets the minimum specifications approved in Tasks 2 and 3 as well as the overall requirements of the original RFA and Grantee's application and attachments

vi. Pass final inspections.

vii. Commission each system by verifying the installation meets the Site Drawings, approved Installation Plan, and is actively collecting required data.

viii. Integrate each Plaza location with the Grantee's network and confirm that each DCFC is viewable on Grantee's mobile app and other applications used by drivers to find stations.

ix. Prepare and submit to CAE/CEO a Written Notification of Intent to Operate for the Plaza(s) that declares installation for the site has been completed and is ready to be brought online, activated and available to the public for use. This shall also include the public rate to charge as well as the utility rates for demand and Kilowatt-hour (kWh) at each site.

x. Accessible design standards must be incorporated, as detailed by the U.S. Access Board. Accessible design standards require that 5%, but no fewer than one (1) stall at each awarded address must be accessible and that the Grantee must incorporate the accessible design standards into the parking stall(s) serving the highest power output charging port(s) at each awarded address.

XI. (OPTIONAL): NACS CABLES

The Grantee may opt to install NACS cables with written pre-approval from CAE/CEO if doing so doesn't impact the site's compliance with the minimum CCS port requirements of the Plazas program, if doing so deviates from the original proposal. Grantee may determine that installing NACS cables will increase Station Site utilization, improve return on investment, or otherwise support the grantee's goals at their respective Site(s) as well as State priorities.

Pursuant to this Agreement, costs to replace CCS/CHAdeMO cables with NACS cables are ineligible to be claimed as reimbursable or match under the Agreement, if the costs are not incurred during the initial installation.

4.1 Deliverables:

- Intent to Operate document including photos of the site and installed equipment
- Proof of final inspection by local jurisdiction

Task 4.2: Project Signage

For Plaza locations that qualify, Grantee shall coordinate in good faith with the Colorado Department of Transportation (CDOT) to produce and install directional signage along nearby highways. For the installation of wayfinding, regulatory and signage on local roads, Grantee shall coordinate installation with the cities and counties that have jurisdiction over the site and surrounding roadways. Grantee shall also coordinate with site hosts to install appropriate wayfinding, regulatory and on-site signage. Each site host shall comply with the state's policies, procedures, and project-related rules concerning signage,

including but not limited to signage and advertising that touches or concerns the DCFC; nearby interpretive signage; directional signage; use of logos; and advertising. All applicable signage shall meet Federal MUTCD standards and/or local jurisdiction standards.

4.2 Deliverables:

- As applicable, pictures of installed highway signage once installed by CDOT
- As applicable, pictures of installed signage once installed by the local jurisdictions
- Pictures of onsite signage

Task 5 Plaza Operations

The purpose of this task is to manage and maintain each of the DCFCs at the Plaza(s) for a minimum of 5 years from the point that construction of each Plaza is complete and open to the public.

Task 5.1 Operating Requirements

Grantee shall adhere to all operations and maintenance, payment options, and customer service requirements as described in Grantee's Application (**Exhibit C)** to the program including but not limited to % uptime, 24/7 customer service, and corrective maintenance strategies.

Grantee must ensure that the equipment is operational at least 97% of the time based on a week of 24 hours a day and 7 days (no more than 5 hours' cumulative downtime in a 7-day period). The 97% uptime requirement applies to each port at a site and not the site as a whole. It is the grantee's responsibility to ensure the 97% uptime requirement is met.

A charging port is considered "up" when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity in accordance with requirements for minimum power level (see §680.106(d) of the NEVI Guidance). Charging port uptime must be calculated on a monthly basis for the previous twelve months.

Any changes that would serve to reduce and limit the proposed operation and maintenance, and customer service plans that were originally proposed by the Grantee must be approved by CAE/CEO in writing. The Grantee shall email CEO requesting the change(s) and CAE/CEO will respond with its decision within two weeks. Any changes to the cost to charge shall be communicated to CAE/CEO promptly.

5.1 Deliverables:

- Once each Plaza is completed and operational, Grantee shall provide login credentials to an online portal containing relevant reporting data and an export feature. Grantee shall further provide quarterly reports to CAE/CEO as described in Section IV. Reporting shall include summary information about station utilization, uptime rates, and any issues that resulted in DCFC downtime.

- Grantee shall report individual uptime rates for each DCFC in the quarterly reports. For DCFC that were down for a prolonged period that may affect the % uptime, Grantee shall describe the issue and efforts made to bring the DCFC back online.

Task 5.2 Cybersecurity

Grantee shall incorporate cybersecurity protocols throughout the project to ensure ongoing security of the assets, drivers and site infrastructure. The five overarching principles for cybersecurity in this project includes:

- Identity, Credential and Access Management (ICAM)
- Configuration, Vulnerability and Update Management (CVUM)
- Secure Payment (SP)
- Secure Communications (SC)
- Physical Security (PS)

To be responsive to the cybersecurity risk areas, Grantee shall follow and adhere to the NIST 800-53 cybersecurity protocols during the design, development and operations of the Station(s).

5.2 Deliverables

- Grantee must address DCFC security and document potential risks throughout the project duration. Assessments and presumed risks shall be detailed in monthly and quarterly reports as needed.
- Grantee shall provide an annual self-assessment and/or third-party assessment to CAE/CEO within 60 days of completion of the annual assessment.
- Cybersecurity plans shall be revised and updated to account for newly identified risks, requirements and standards and provided to CAE/CEO with the annual report.
- If a security incident occurs, the Grantee shall report the incident to CAE/CEO within 72 hours of discovery.
- Cybersecurity is a continuously evolving space. CAE/CEO reserves the right to incorporate additional requirements to ensure the ongoing security of the station(s) complies with any updated cyber security protocols.

Task 6 Community Outreach and Marketing

The goal of this task is to implement outreach and education strategies to communicate the development of new EV infrastructure. Grantee shall execute its outreach and marketing strategies for each Plaza location as described in Grantee's application to the program. Grantee shall also add the:

i. Site to Grantee's App and Grantee's Website, if applicable, to show the new station name, location, number and type of chargers, hours, cost to charge, parking fees (if any), wayfinding information, and station availability.
ii. Site Addition to PlugShare, Google Maps and the Alternative Fuels Data Center (AFDC)

Grantee shall organize and facilitate promotional opportunities, where beneficial, for this project with CAE/CEO. Activities may include but are not limited to the following:

i. **Press Release and Media Outreach**. Develop a press release with site host and/or other key stakeholders to promote new sites.

ii. **Ribbon Cutting Events.** Host a ribbon cutting to celebrate the new Plaza. Photos should be taken of the ribbon being cut, and follow up should take place with media and social media coverage.

Task 6 Deliverables:

- Summary of outreach and marketing efforts in all quarterly progress reports.

Timeline

Grantee shall adhere to the following timeline. If the project schedule changes over the Initial Grant Term of the Agreement, Grantee shall provide an updated Gantt chart for review and approval by CAE/CEO beforehand.

Item	Expected Completion Date
Execution of Grant Agreement (estimated)	May 31, 2024
CEO-City of Pueblo Kickoff Meeting	June 14, 2024
Order of Long-Lead Items (e.g., chargers, transformer, etc.)	June 28, 2024
Award of Engineering Service Contract for Design and Site Planning	July 15, 2024
Engineering Design and Site Planning	January 31, 2025
CEO Review and Approval of Engineering Plans/Notice to Proceed	February 28, 2025
Award of Construction Contract	July 31, 2025
Delivery of Long-Lead Items	October 31, 2025
Construction Complete	March 31, 2026
Commissioning/Testing	May 31, 2026
Post-Construction Report (with required photos)	May 31, 2026
Ribbon Cutting/Public Opening	June 30, 2026
Develop Data Reporting Template and Quarterly Reporting	Through July 2031

II. Key Personnel

Grantee shall not invoice the State for any soft costs relating to any Personnel not listed below ("Key Personnel") without the State's express written approval. Such approval is at the State's Sole Discretion, as the State issued this agreement in part reliance on Grantee's representations regarding Personnel.

Name/Title	E-mail	Phone	Role
George Andrews, Energy Coordinator	gandrews@pueblo.us	719-553-2245	Grant administration, program management, reporting
Chuck Roy, Deputy Director of Public Works	croy@pueblo.us	719-553-2271	Engineering design, permitting, construction management, commissioning
Todd Berisford, Construction Manager	tberisford@pueblo.us	719-553-2289	Construction management, commissioning

Grantee may update this list from time to time as personnel assignments change within the Public Works Department.

III. Testing & Acceptance Criteria

i. The DCFC will be acceptable to CAE/CEO if they are installed, operational, and available for use by the public within the Timeline identified in the above Section I and meets all requirements described herein.

ii. Grantee's invoices to CAE/CEO will be acceptable if invoices or receipts properly support them and the costs are associated with allowable costs as outlined in Exhibit B, Budget.

iii. The deliverables and reports will be acceptable to CAE/CEO if they include the information requested herein and demonstrate adherence to the minimum specifications described in the above tasks and associated attachments.

iv. If the equipment, invoice, and deliverables are acceptable, CAE/CEO Program Manager will submit the invoice to the accounting department for payment.

v. If the equipment, invoices, deliverables or reports are unacceptable, CAE/CEO will work with the Grantee to correct, modify, or replace as needed. If Grantee fails to perform, CAE/CEO Program Manager will submit a report to CEO's Director of Transportation Fuels and Technology and Director of Accounting & Budget explaining why funding should be denied or reduced. The two directors and CAE/CEO Program Manager will determine whether funding should be denied or reduced, and CAE/CEO Program Manager will inform the Grantee of their decision.

IV. Reporting

A. Quarterly Reporting Requirements

Grantee shall submit, on a quarterly basis, a written progress report via the Grant Management Portal of all activities under this grant up to the point that all Plazas are open to the public. The preparation of reports in a timely manner will be the responsibility of Grantee and failure to comply may result in the delay of payment of funds and/or termination of the Agreement.

The report shall refer to the status of work to be performed pursuant to this Agreement and will include a description of the deliverables and tasks completed during the reporting period. The report will include

a description of any findings or results, any unanticipated outcomes or roadblocks encountered, and any potential future applications of project results. The report will indicate clearly whether work is proceeding according to schedule, ahead of schedule or behind schedule. If the work is behind schedule, the report must include a summary of the reasons for the delay and a plan of action to bring the project back on schedule, which will be subject to review and approval by CAE/CEO prior to implementation. The report shall summarize current and cumulative budget expenditures to date. The report shall have a chart summarizing the project site status for all Plazas including major design and construction milestones, as well as a chart updating the status of milestones and products. CAE/CEO will work with Grantee to develop a reporting template at time of contract execution. Quarterly reports are due by the 10th of each month for the previous quarter.

B. Plaza Final Report

Grantee shall produce and submit to CAE/CEO a project completion report once all Plazas have been completed that provides a technical account of the total work performed including a comprehensive description of the work tasks specified herein, the results achieved, successes, lessons learned, technology implementation of the project, and a financial status summary outlining expenditures for grant funds and non-grant cost-shares. The report shall include a project summary narrative detailing the project achievements.

C. Quarterly Reporting for Plaza Service

Following the notification of Intent to Operate in Task 4.1, Grantee shall provide login credentials to an online portal containing relevant reporting data and an export feature, to be accessed by CAE/CEO at its convenience. Grantee shall also provide written reports to CAE/CEO every three months for the Initial Grant Term of this Agreement.

Following the beginning of service, required data reports shall be submitted to CAE/CEO within 30 days after the end of each quarter. The first quarterly report shall include information from the first 90 days of operation for the first Plaza and the final report shall conclude with the final 90 days of operation of the last Plaza. No individual Plaza shall be required to provide more than 5 years of data.

This information will be used to benchmark Plaza and program effectiveness, inform the public of project results via various strategies including press releases, case studies and CEO's website, and meet the reporting requirements of FHWA and/or CAE.

Quarterly data reporting will also be required throughout the duration of the Agreement with the State as an opportunity to document achievements through the project's work. Reporting criteria shall include, but may not be limited to, the following:

a. Plaza and DCFC Usage Report: A usage report including but not limited to, number of charging events, total amount of connected time, peak power, total energy (kWh) per charging event, date/time stamp, unique ID for charging event, Unique ID for identifying the EVSE, other non-dynamic EVSE information (GPS, ID, type, etc).

b. Summary of Quantifiable Metrics: This shall include monthly kWh used, fees charged at each site, and GHG, NOx and Gallons of gas saved. Grantee may also report other metrics it deems relevant to the project such as number and type of jobs created (if applicable).

c. Project Constituent Testimonials/Quotes: As applicable, include statements about the project's importance from users and managers that could be used for communications (if such statements are made available to Grantee by such users and managers). For example, a report may include a statement from the site host, customers, etc.

d. Summary of Communications: Include a summary of any communications to and from the public associated with each Plaza. For example, this could include press releases, advertising, or newsletters.

e. Summary of Operability: Include a summary of operability and any down time or lapse regarding service to the public. This shall include, but may not be limited to, duration, reasons for the down time, and steps taken to minimize future interruptions.

f. Grantee shall provide updates to the utility rates for demand and kWh at each Plaza, as applicable.

For the final Quarterly Report, in addition to the items above, Grantee shall summarize data trends from all Plazas throughout the Initial Term of the Agreement.

At any time, CAE/CEO may determine that additional data or reporting information is required and reserves the right to request such additional data or reporting information from Grantee, and Grantee shall consider any such request in good faith.

The Grantee shall develop a data collection plan and reporting template for review and approval within 30 days of the first report being due after Plaza completion. Upon CAE/CEO approval, the Grantee shall use this format for quarterly reporting.

EXHIBIT B, BUDGET

The total project budget is $445,000. For each Plaza, CAE will pay the Grantee the percentage of allowable project costs up to the award cap indicated in the chart below. Grantee is responsible for any cost overruns. Grantee is entitled to payment after successfully completing each milestone for the Plaza installation and submitting an acceptable invoice to CAE/CEO.

Location	#DCFC	kW	CAE Funding Cap	Match Share	Total Eligible Costs	CAE % of allowable project costs
Pueblo Main St.	4	150	$445,000	$259,500	$704,500	65%

A. Eligible Costs

The following items are eligible for reimbursement:

i. DCFC, power conversion hardware, and associated equipment. Chargers must be purchased and not leased.
ii. Networking and data plans
iii. Warranties for equipment and parts and labor (at least 5 years required)
iv. Service Level Agreements
v. Utility upgrades such as transformers and extensions
vi. Solar and storage equipment that are exclusively dedicated to the charging equipment (for example, solar panels on roofs serving the entire building or installation of offsite solar farms will not be acceptable).
vii. Other hard costs (switchgear, concrete, conduit, wire, signage, etc.)
viii. Video surveillance equipment of the site for security and remote monitoring
ix. Landscaping remediation directly resulting from the installation of the charging stations
x. Parking stall striping directly resulting from the installation of the charging stations
xi. Other equipment and non-labor project costs including design and engineering, site surveys and
xii. permitting
xiii. Future-proofing including additional conduit and wiring
xiv. Shipping of equipment
xv. Public outreach and education as it directly relates to the proposed project
xvi. Labor associated with site preparation, such as trenching, or equipment installation (applicants will be required to clearly separate equipment, non-labor project costs, and labor costs in their proposals)

xvii. Labor associated with project management

B. Non-Eligible Costs

The following project types **ARE NOT** eligible for funding under this Agreement:

i. Operating and maintenance costs including, but not limited to, leases, rents, royalties, licenses, fees, any taxes, revenue sharing, utilities, and electric power supply for the charging equipment and supporting elements, such as area lighting.

Grantee costs covered by rebates or other support, such as make-ready investments, from the utility will not be eligible for reimbursement and will be deducted from the total project cost. The cost-share will then be calculated up to the eligible percentage and funding caps.

Grantee shall provide the following invoice documentation for each of the Plaza(s) to substantiate eligible project costs:

i. **Equipment:** Detailed invoice and/or inventory report from Grantee showing costs for the DC Fast Chargers, Power Modules, Power Blocks, Full Service Warranty, and Charging Station Shipping.
ii. **Signage:** Detailed invoice for signage at each station.
iii. **Installation, Design, Engineering, Permitting:** Detailed invoice showing all design, engineering, and permitting fees for each individual site.
iv. **Installation Labor:** Recipient shall provide a detailed invoice showing the project labor for each project site.
v. **Installation Hard Costs:** Detailed invoice showing costs incurred for concrete, conduit, and other miscellaneous costs (bolts, screws, etc).
vi. **Utility Interconnection Equipment:** Where applicable, a detailed invoice showing project hard costs pertaining to utility upgrades and interconnection equipment.
vii. **Grantee Project Management (Direct Labor & Fringe Benefits):** Grantee shall report Direct Labor and Fringe on an Excel Template approved by CAE/CEO.

C. Payment

Each Plaza is eligible for 95% reimbursement upon completion of construction and the Plaza's opening to the public. CAE will retain 5% of the total grant award, distributing 1% annually each calendar year from completion of the Plaza throughout the Initial Term of the Agreement based on Grantee's timely completion of reporting, uptime requirements being met, and continuous operation. For any period where Plazas are not performing or data reporting is not being met, Grantee shall forfeit the 1% retainage for that year.

Grantee, if interested, may submit for milestone payments during the implementation and construction of the project. Each Plaza is eligible for payment upon completion of construction milestones up to 95% reimbursement upon completion of construction and the Plaza's opening to the public. The payment milestones are outlined below.

Payment Milestones	
Milestone	**Percentage**
Delivery and Demonstrated Payment for Charging Stations	20%
Design, Engineering, Permitting and Utility Interconnection Approval	20%
Final Commissioning and Activation	55%
Retainage for Ongoing Operations and Reporting	5%

CAE will retain 20% at each milestone up to cap allowable from each invoice applicable to the project. The State shall pay the milestone retainage upon the completion and acceptance by the State of all deliverables to ensure successful completion of each project.

CAE will retain 5% of the total grant award, distributing 1% annually each year from completion of the awarded Plaza(s) based on Grantee's timely completion of reporting, required uptime, and continuous operation. If, at the time the Grant is closed-out or terminated, it is determined that the Work is unfinished, incomplete, or unsatisfactory, or if Grantee fails to complete its obligations under this Statement of Work, in the State's sole discretion, the State shall have the right to recover from Grantee up to 100% of the Grant Funds that have been expended.

Grantees proposing projects that are eligible for the enhanced incentive for 3+ sites along a Corridor will be eligible to request payment for this enhanced incentive upon completion of the final site.

D. Billing Procedures

Payments must be made in accordance with the provisions set forth in the Agreement. The State will reimburse Grantee for the reasonable, allocable, and allowable costs based on satisfactory submission of monthly progress reports and required documentation of the work defined in the Agreement, as determined by CAE. The Grantee will be compensated only for completed work by the Grantee and accepted by CAE/CEO pursuant to the terms of the Agreement. Payment will also be contingent upon CAE/CEO's timely receipt and acceptance of the required reports and deliverables described herein.

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City of Pueblo - 120 S Main Street

Funding Request Name	City of Pueblo - 120 S Main Street	**Funding Program**	EV Fast Charging Plazas
Application Date	5/5/2023	**Close Date**	
Status	Awarded	**Awarded Amount**	$445,000.00
Signature	L. Martinez	**Awarded Date**	8/2/2023
Applying to expand an existing site	No		

Funding Request Overview

Total Project Cost	$3,107,692	**Total Ineligible Costs**	$0
Total Funding Requested	$2,020,000	**Total Number of DCFC Requested**	4
Total Funding Match	$1,087,692		

Project Narrative, Scope and Project Justification

Overview of Project

Range anxiety, or the inability to find public charging, currently discourages the purchase of electric vehicles, particularly in areas with low EV uptake, like Pueblo. Expanding charging infrastructure is a cornerstone of the strategy to alleviate range anxiety and allows electric vehicles to proliferate. Pending funding, the City will install four DCFC plazas that will increase access to high-speed charging throughout the state and to fill gaps along Colorado's federally-designated Alternative Fuel Corridors and within Pueblo.
Despite the history of Pueblo as an economy historically reliant on aging industries like mining and steel, it is now a city with significant opportunity for large-scale EV adoption. On the macro level, Pueblo City Council's commitment to clean energy will both minimize the city's dependence of fossil fuels and reduce our carbon footprint in energy production. Pueblo is already home to a plant for CS Wind, one of the world's largest wind turbine makers. The Southeastern Colorado Water Conservancy District building a $12 million hydroelectric generation facility at Pueblo Dam that will be capable of producing 7.5 megawatts. The Neptune Solar PV Park, located in Pueblo, is a Battery Energy Storage System, 125,000kW energy storage project. The project was announced in 2018 and will be commissioned this year. The project is a part of Xcel Energy's $2.5 billion Colorado Energy Plan, which calls for

Charging Station Location

Each proposed location furthers drivers' ability to travel throughout Colorado and the region. Pueblo is the county seat of Pueblo County and the most urbanized community in Southeastern Colorado. As our neighbors drive from the south, east and west to shop, dine, see medical providers and more , the DCFC Plazas address charging gaps for round-trip excursions.
Plaza 1. Main Street Public Parking Garage, Free Parking, 0.48 mi from I25, 0.1 mi from Multifamily/Affordable Housing., and will primarily serve Personal/Light Duty Vehicles This is in the heart of downtown with many amenities nearby.
0.0mi •Historic Arkansas Riverwalk, dotted with restaurants, where families can ferry down the canal in a rented boat or paddleboard. The nights are exceptional as the whole area lights up with glittering lightwork.
0.1mi •Center for American Values, home of the "Portraits of Valor" Gallery, an extraordinary collection of 154 artistic portraits of America's Medal of Honor Recipients. It is the only place outside the Pentagon the collection is held.
0.2mi •Memorial Hall, a 1600 seat premier performing arts facility in the heart of Historic Downtown Pueblo.
•Pueblo Municipal Justice Center, home to the Pueblo Police Department, Municipal Court and City Information and Technology Departments, jury and non-jury municipal courtrooms and auxiliary facilities, the building spans the length of

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phasing out 660 MW of coal-fired capacity, acquisition of two gas-fired facilities and installation of 1,000 MW of wind, 700 MW of solar and 275 MW of battery storage, all by 2022. The key applications of the project are renewables capacity firming and renewable energy time shift. As Pueblo continues to grow and attract new industry, it optimizes clean energy opportunities and smart grid technologies to build resilience into its energy infrastructure.

On the micro level, providing the necessary infrastructure for electric vehicle technology will meet this same goal.

Attracted by zero tailpipe emissions, quieter streets and lower fueling costs, Pueblo City Council embraced an ambitious vision to be a leader in the adoption of electric vehicles when it unanimously resolved on February 13, 2017 with Resolution No. 13612 that the community of roughly 100,000 residents will be entirely powered by renewable sources of energy by 2035. The all-renewables plan tethers Pueblo to planning strategies that promote a more equitable, democratic energy marketplace. In April 2018, Pueblo County Commissioners passed Resolution 18-114, with the goal of powering the County's electric needs with 100 percent renewable energy by 2035.

This DCFC Plaza project is closely aligned with local and regional long-range planning documents and local government priorities including:

• The Pueblo Community Energy Plan, produced Nov 2020 by Xcel Energy Partners in Energy Community Collaboration, outlines tangible steps for Pueblo County to move the community toward its energy efficiency and resiliency goals including the community's support for electrification of transportation.

• The Pueblo County Electric Vehicle Readiness Plan produced Jan 2021 provides guidance on the development, siting, and implementation of appropriate EV charging infrastructure for public use and within Pueblo County.

These studies were used to site the proposed DCFC Plazas.

The City of Pueblo will invest several hundred thousand dollars to rapidly expand electric vehicle (EV) charging station access across the City. Selected sites will be developed and owned solely by the City; City staff have the expertise and wherewithal to monitor usage, direct maintenance, be nimble with the fee schedule, and make changes (including additions) as needed without the agreement of other partners.

This project is aligned with CEO's mission. While select EVs are capable of

an entire city block. •Union Avenue Historic District, encompassing 83 buildings, preserved and renovated, anchored by the historical Union Train Depot. It is difficult to find available leases in this center of boutiques, cafes, law offices, a cross-fit gym, and outfitter shops. •The PBR Sports Performance Center, an 18,000 sq. foot destination facility for athletes from all over the world. In addition to the hundreds of American athletes that compete for the PBR, Bull Riders from Canada, Mexico, Brazil, Australia and more will find value in the state-of-the-art facility and all that it offers.

0.3mi •The Professional Bull Riders, an international professional bull riding organization, is headquartered on Pueblo's Riverwalk. •City Hall, housing the Mayor and his staff, Finance, the Law offices, and City Council chambers. •The Pueblo Convention Center, a popular venue for meetings, events, weddings and receptions. Although the Convention Center has privately owned parking across the street from their building (smaller than the city-owned parking just a few blocks away), it is inadequate for the very large functions they host and has electric battery chargers only for Tesla vehicles. •Heroes Plaza and Medal of Honor Memorial, paying homage to four Congressional Medal of Honor whose hometown is Pueblo, Colorado. In addition to the gigantic bronze statues, the names of the over 3,500 recipients are incorporated on granite. A multi-generational, interactive Medal of Honor Information Center was unveiled June 17, 2022.

Plaza #2. Union Avenue Public Parking Lot, Free Parking, 0.50 mi from I25, 0.2mi from Multifamily/Affordable housing and will primarily serve Personal/Light Duty Vehicles. This is the heart of the Historic District.

0.1mi• The Historic Arkansas Riverwalk, dotted with dining, shopping, art, lodging, event centers (2) and local businesses. There's also plenty of opportunities for family-friendly activities, walking paths with views of public art displays and the famous Veterans' Bridge — a patriotic pedestrian bridge that proudly displays the names of thousands of veterans from all five branches of the U.S. Military alongside Pueblo's four Medal of Honor recipients. Visitors can take an excursion boat, book a booze cruise, rent a paddleboat on Lake Elizabeth or grab their favorite canoe, kayak, or paddle board to hit the river. It's also a great place for a casual stroll along the mile-long channel on a cool summer evening.

0.2mi•El Pueblo History Museum, devoted to showcasing the area's rich ethnic and cultural history through innovative exhibits including the

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traveling 200 to 300 miles per charge, the majority of models on the road today range from 60 to 120 miles per charge. Therefore, the proposed locations will accommodate for lower ranges and decrease range anxiety. The City of Pueblo sees the expansion of EV infrastructure as a way of solidifying electricity as an additional fueling category for the city and allows for the continued increase of EVs and electric hybrids within the City Fleet. The Pueblo Energy Advisory Commission will continue to provide technical and infrastructure support and expertise as residents continue to add more EVs onto its roads. Additionally, Colorado is a popular travel destination especially for those seeking outdoor recreation and the increased ease of EV travel through improved infrastructure will facilitate access to Colorado's range of visitor destinations, from popular destinations. By targeting priority locations at Pueblo's gateways and downtown with opportunities to dine or explore cultural attractions while charging, improved EV infrastructure can further support economic growth in Pueblo and the State.
Furthermore, behind every action of this project is the City's continued goal to decrease emissions through vehicle transportation as an effort to improve air quality for Colorado. Motor vehicles are the largest source of emissions in the state. Electrifying transportation will assist with reducing emissions that contribute to both ozone and PM2.5.

CEO and the Colorado Department of Transportation (CDOT) have identified gaps in the statewide transportation corridor charging network. These gaps include locations with no charging or where existing charging does not meet NEVI requirements. The NEVI Project Planning Resource Map shows three DCFC charging stations in Pueblo:
• Noncompliant: Dave Solon Nissan, 2525 W US Highway 50, 81008,
• Noncompliant: 7-11 3522 N Elizabeth St, 81003
• Compliant: Sam's Club #6549, 412 Eagleridge, $0.48/kW, minimal nearby amenities.

No other NEVI compliant stations exist within an 80-mile radius of Pueblo.

DCFC Plazas will be installed where advantageous proximity to amenities for local residents, downtown businesspeople, and tourists who are visiting Pueblo's most popular areas exist.

Borderlands of Southern Colorado and the award-winning Children of Ludlow. The property includes a re-created 1840s adobe trading post and plaza, and the archaeological excavation site of the original 1842 El Pueblo trading post, and an archeological dig of the original trading post.
0.3mi •Bustang™, an interregional and intercity express bus service transportation from Pueblo to Lamar, Colorado (through the Lower Arkansas Valley) and back, as well as from Pueblo to Alamosa, Colorado (through the Upper Arkansas Valley) and back. •The Public Transit Center, where riders can "hop on, hop off" to see other popular attractions like Rosemont Museum and the Steel Works Center •Pueblo Ice Arena, the only ice rink in the region. It is a year-round indoor first-class facility at 39,800sf with a single NHL size rink with open skate, youth and adult hockey, figure skating lessons, and home to the Pueblo Bulls junior ice hockey team in the US Premier Hockey League. •Sangre deCristo Arts and Conference Center is a seat of entertainment in Southern Colorado, hosting important art events and educational conferences. •The Buell Children's Museum, for families and kids to spend an engaging day exploring its exciting hands-on exhibits. It is recognized as the second-best children's museum dedicated to arts by the reputed Child Magazine. • Coors Tavern, home of Pueblo's famous "slopper," featured on Food Network's FoodWars (Season 1, Episode 11).
0.4mi •Cathedral of the Sacred Heart, the mother church of the Diocese of Pueblo, built 1912-13, is listed on the National Register of Historic Places.

Plaza #3: Pueblo Mall, Free Parking, 0.10 mi from I25 and 0.10 mi from H50, 0.3mi from Multifamily/Affordable housing and will serve Personal/Light Duty Vehicles, Commercial Light-Duty Vehicles, and Commercial Medium-Heavy Duty Vehicles. Pueblo Mall is a safe, comfortable, and inviting place to gather with friends and family for fellowship, shopping, dining and entertainment. Anchored by JCPenney, Dillard's, Planet Fitness, and Altitude Trampoline Park, the Mall has dozens of apparels, foot ware, automotive, solons, and novelty stores, and a food court. This is the only mall in Southeast Colorado.
0.1mi •Big Box stories (Hobby Lobby, Target, and Natural Grocers) •Wells Fargo Bank •Vehicle Rental (Avis Car Rental and Budget Truck Rental) •Free Federal and County administered COVID-19 testing and immunizations for SE Colorado. •Future cite of a new Pueblo Transit Center, built to better serve Areas of Persistent Poverty with

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better mobility options.
0.2mi •King Soopers/Kroger Grocery, the nearest full service grocery store for the entire Eastside (where a food desert exists) and the Northside. • Locally owned stores (Tattooing, Tile House, Spa Palace Hot Tubs, and Mattress Firm) •Goodwill Thrift Store •Multiple options for fast food and dine-in restaurants.
0.3mi • Cinemark Tinseltown, upscale movie theaters with recliner seating and concessions that include cold beer and wine. •QwikCareMD Urgent Care Center •Big Box stores (Barnes & Noble Booksellers, PetSmart, Big 5 Sporting Goods, Ross Dress for Less, WalMart Supercenter, and U-Haul Moving & Storage)
0.4mi •Big Box stores (Home Depot, Verizon (full service) Store, American Furniture Warehouse) •Dining (Texas Roadhouse and Ruby Tuesdays •Lodging (Holiday Inn Express & Suites and Candlewood Suites) • NuVue Pharma medical and recreational marijuana dispensary
0.5mi • Colorado State University-Pueblo's campus, spanning more than 275 acres, crowns the north end of the City. With an enrollment of nearly 4,000 students, Colorado State University Pueblo is a fully accredited, regional comprehensive state university that provides social, educational, and cultural opportunities to its constituents.
Plaza #4: Steelworks Center of the West, Free Parking, 0.05 mi from I25, 0.1mi from Multifamily/Affordable housing, and will serve Personal/Light Duty Vehicles, Commercial Light-Duty Vehicles, and Commercial Medium-Heavy Duty Vehicles. The Steelworks Museum is housed in the former Colorado Fuel & Iron (CF&I) Medical Dispensary, built in 1901. The museum features exhibits related to all facets of CF&I and related industries' impacts on the American West.
0.0mi • Nestled snugly against the massive stacks and stoves of the old Colorado Fuel and Iron Steel Mill, the Bessemer neighborhood of 6,116 people (2010 Census) is one of the most ethnically diverse – and poorest – neighborhoods in Colorado and the Rocky Mountain West. With some of the city's finest culinary destinations, many small mercantile and other businesses– especially ones rooted in Hispanic cultural heritage–and friendly neighborhood bars, there is a healthy amount of pedestrian activity in the neighborhood's commerce center along Northern Avenue.
0.1mi •EVRAZ North America headquarters •D&RGW Depot Historical Landmark •Estela's Mill Stop Café, an eatery nestled in the shadows of the defunct towering smoke stacks that once

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			operated at the historic CF&I Steel Mill, is a Pueblo institution. 0.2mi •Ray Aguilera Municipal Park with sports fields, swimming, and playgrounds. •Some of the city's finest culinary destinations are located in this Bessemer neighborhood and it is home to friendly, neighborhood bars which function as gateways to the past. 1.5mi •Colorado State Fair, where 66,000 Coloradoans visit during the 10-day event. The Steelworks Center of the West is near the I25 Exit directing travelers to the Fair. This site will be the closest charger to the Fair Grounds. An aerial photo of each plaza site is attached with a labeled site plan that identifies the location of charging equipment, dedicated parking spaces, required accessible design features, site lighting, nearby amenities, and areas for future expansion. Documented proof of access to property is also attached.
Access to Property	The City of Pueblo owns and operates the sites for Plaza #1 (Main Street Public Parking Garage) and Plaza #2 (Union Avenue Public Parking Lot) and has unequivocal access. The Pueblo Mall is owned and operated by Centennial and will lease a parcel of the parking area for Plaza #3. This arrangement will be mutually beneficial as it will likely result in more shoppers in the Mall. It is notable that the City intends to purchase the same land and adjacent land and structure for the future site of an additional Pueblo Transit Transfer Station in the abandoned Sears auto service garages. The City will also lease a portion of the parking area at the Steelworks Center of the West for Plaza #4. The Steelworks Center of the West and City of Pueblo have a long-standing, collaborative relationship as collaborators on heritage tourism and service to Bessemer neighborhood residents.	**Station Maintenance Plan**	• The City of Pueblo will be responsible for ensuring payment of all operating and maintenance costs including, but not limited to, payment of leases, rents, royalties, licenses, fees, taxes, revenue sharing, utilities, and electric power supply for the charging equipment and supporting elements, such as area lighting. • The City of Pueblo will be responsible for ensuring the maintenance of the Plazas including cables, ancillary equipment, and any lighting, awnings, canopies, shelters and information display kiosks for signage associated with the Plazas. • The City of Pueblo will clearly describe roles and responsibilities of each contracted vendor including a description of response times for creating a work order, having a technician on site if necessary, etc. • The City of Pueblo will ensure necessary warranties and service level agreements (SLA) are in place to meet the required uptime and ongoing operations of the stations. • The City of Pueblo will address any issues such as, but not limited to, malfunctions and repairs. A plan will be in place to ensure that the equipment is operational at least 97% of the time based on a week of 24 hours a day and 7 days (no more than 5 hours' cumulative downtime in a 7-day period). • For significant or complex issues leading to extended downtime, the City of Pueblo will notify appropriate sources including website and application hosts so that drivers are aware and able to make alternative charging plans, and the City will inform CEO via email within one business day to explain the situation and management plan to mitigate the problem. • Customers will have a mechanism to

report outages, malfunctions and other issues with the charging infrastructure.
• The City of Pueblo incorporate snow removal at all Plazas into its snow removal plan to ensure access during/after inclement weather.
• The City of Pueblo will offer the full nameplate kW to customers at all times. Applicants will clearly describe how they will address this issue and how demand events will be managed.
• The City of Pueblo will ensure that the minimum power capabilities are continually met within the 97% uptime.

Contact Information and Background Information

Applying Organization	City of Pueblo	**Secondary Contact First Name**	Andrew
Unique Entity Identifier	NJK3BNUDRHJ7	**Secondary Contact Last Name**	Hayes
Applying Organization Website	https://www.pueblo.us	**Secondary Contact Title**	Director of City of Pueblo Bureau of Public Works
Organization Address	1 City Hall Place Pueblo, Colorado 81003	**Secondary Contact Phone**	7195532267
Organization County	Pueblo	**Secondary Contact Email**	ahayes@pueblo.us
Applying Contact	Luann Martinez	**Anticipated Date of Completion**	10/1/2024
Title	Grant and Development Administrator		
Contact Phone Number	7195687726		
Contact Email Address	lmartinez@pueblo.us		

Consumer Friendliness

24 Hour Access	All Plazas will be publicly accessible 24hrs/day 7day/week.	**Restrooms and Drinking_Water**	All Plazas are near well-maintained, illuminated restrooms and drinking water that are open during the business hours.
Safety	Each site has amble overhead lighting. The sites are already well supervised by security. All Plazas will also have access to shelter for inclement weather during business hours. Bus stops already exist near each proposed plaza; bus stop shelter can also provide shelter during inclement weather.	**Access Design**	• Each Plaza will have adequate parking to allow for four vehicles to charge simultaneously. • Ports will be consolidated in a single area to allow the use of multi-port stations to reduce total electrical load and may also allow the simplification of the electrical infrastructure with associated cost savings. • Charging stations will be located in the most visible location to the garage or lot entrance, to increase awareness and encourage the adoption of EVs. • At least one space in each site will be ADA-ABA compliant. • The footprint of each of the proposed sites can all be expanded in the future to increase the number of DCFC as demand increases, as measured by the data collected and feedback received by the Pueblo Energy Advisory Commission. • Two of the four Plazas will have pull-

through parking design to accommodate trailers and/or medium and heavy-duty electric vehicles.

Signage

• The City of Pueblo will coordinate with CDOT to erect directional signage produced and installed along the highway.
• The City of Pueblo will coordinate with local jurisdictions and site hosts to install wayfinding, regulatory, and on-site signage that meets federal Manual on Uniform Traffic Control Devices (MUTCD) guidelines.

Payment Options

• All DCFC equipment must be capable of supporting multiple point-of-sale and
• authentication methods such as credit or debit cards, pay per use subscription methods, RFID or smart cards and smart phone applications.
• All DCFC equipment must adhere to all NEVI payment method requirements including Plug and Charge by the date indicated in the Federal Register.
• All equipment will allow for pricing by kWho.

Customer Service

The City of Pueblo will provide customer support service that is accessible 24/7 and capable of providing or dispatching service to address customer concerns at the charging station.

Other

• All sites will include a CSS connector.
• All sites will be non-proprietary and open to all drivers.

Project Communication and Strategic Partnerships

Strategic Partnerships

In strong partnership with Pueblo's electric utility provider, the City has been thorough in analysis of its electrification plans to ensure the best possible economic, social and environmental for Puebloans. That said, electrification infrastructure plans have been made with the understanding that the market is rapidly maturing, and future solutions may better accommodate the city's needs.
By rule, Pueblo's Energy Advisory Commission consists of not less than ten and not more than fifteen members to serve 4-year terms. By practice, its members are from a variety of sectors. Currently, its membership includes local titans that create relevant alliances and partnerships as Pueblo moves forward with its clean energy strategy plan:
L. Atencio Retired educator and current City Council representative for a voting district with all census tracts qualifying as Areas of Persistent Poverty
K. Danti Retired electrical engineer, formally educated at Colorado School of Mines and has been involved in hundreds of important electric projects and is Chair of Pueblo's Energy Future, a gross roots network of concerned citizens working to secure an affordable alternative to fossil fuel usage.
L. Getts Currently works with San Isabel Electric Company
S. Nawrocki Chair of the Commission, former City Council president and current Executive Director of Senior Resource Development Agency.
J. Vigil Currently in a leadership position with Black Hills Energy
E. Walrath Vice Chair of the Commission, retired from Xcel after ~30 years

The City will promote availability of DCFC PLAZAS through the City's website www.pueblo.us; the City's local government or public-access TV channel 17 (Comcast) or online at pueblo.us/1153/Government-Access-Channel-17 (live stream); FaceBook City of Pueblo, Colorado – City Government; Twitter @cityofpueblo; and Instagram @cityofpueblo. The airport will communicate that it is on the leading edge of technology in all of its literature.

Budget & Pricing

Budget Narrative

Each of the Plaza budget account for Professional Fees (design and engineering, site preparation, equipment installation, project management); Equipment (DCFC, power conversion hardware, other associated equipment); shipping of equipment; utility upgrades such as transformers and extensions; supplies; permitting; networking and data plans; warranties for equipment (5 years); other hard costs (concrete, conduit, wire, signage, etc.); video surveillance equipment of the site for security and remote monitoring; and other supplies; marketing (public outreach and education as it directly relates to the proposed project); traffic

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Control during construction; project management/indirect costs.

Operating and maintenance costs including, but not limited to, leases, rents, royalties, licenses, fees, taxes, revenue sharing, utilities, and electric power supply for the charging equipment and supporting elements, such as area lighting, are not included in this application.

Pricing Structure See attachment

Organization, Staff Experience, Qualifications

Manage Project Justification

Communities are of vital importance in the global shift to EVs. EV adoption—and its environmental and economic benefits—are primarily driven by the practices and policies of cities and local jurisdictions who choose to take responsibility for installing EV charging infrastructure. With the shift to clean energy in full swing, it's important for Pueblo to install electric car charging stations and promote the purchases of zero-emission vehicles.
Pueblo City Council, the Mayor and his leadership team are committed to clean power.
• Pueblo has a clean air commitment. Exhaust from gas- and diesel-powered cars contains a mix of dangerous gases and chemicals. The bottom line: Air pollution is harmful to human health. Communities can take a decisive step toward cleaner air by shifting as much local driving as possible to zero-emission electric vehicles.
• Use of EVs will lower cost of driving for residents. A compendium of data shows that EVs are cheaper to fuel and maintain than gas cars.
• EVs are just one facet of a broader trend in mobility – usage will pave the way to other forms of clean transportation. Residents can share cars and rides, and e-scooters, e-bikes, and electric mopeds can provide last-mile solutions. Connected electric vehicles also generate data that can be used by planners to help reconfigure streets and parking.
• Electric vehicles support environmental justice. People living near highways and trucking routes suffer significant health impact from transportation pollution. Vehicle emissions not only impact health and quality of life but they also affect nearby communities by causing traffic congestion, safety issues, pavement damage, noise, and indoor air and outdoor pollution.
• Electric vehicles and smart charging help create a resilient local grid.
• EV communities get great Public Relations. to do. Communities offering green amenities then become preferred places to live, visit, and shop.
Andrew E. Hayes, PE, LEED AP O+M, is the Director of Bureau of Public Works. Andrew Hayes began serving as the Director of Public Works for the City of Pueblo in February 2021. Hayes brings a wealth of knowledge and experience working in public works management, asset management, capital investment planning, utility management, procurement, engineering, and construction management to the City's Public Works team. Immediately prior to his current role with the City of Pueblo, Andrew worked as a consultant focused on critical infrastructure resilience and risk management issues.

Andrew retired from the U.S. Navy's Civil Engineer Corps in September 2018 with more than 21 years on active duty. In his final assignment before retiring, he worked for the Defense Threat Reduction Agency at Fort Belvoir, Virginia where he assessed critical infrastructure systems across the globe for the Department of Defense and other federal government agencies. His prior work experience includes leadership roles in public works departments and expeditionary construction units located both in the U.S. and abroad.
Andrew studied civil engineering as an undergraduate at the University of Colorado at Denver where he graduated in 2004, and later received his master's degree from Clemson University in 2015. He is a registered professional engineer in the state of Colorado and a member of the American Society of Civil Engineers (ASCE), American Public Works Association (APWA), and the Society of American Military Engineers (SAME).Three Level II charging stations installed in the City in 2020 have been very successful. The feedback we've received indicates that the public needs and wants more. The City is compliant with all similarly restricted grant awards and looks forward to extending the relationship with CEO.

Innovation, Sustainability and Equity

Demand Reduction Measures

The business relationship between the City of Pueblo and the local utility is strong. Ongoing community engagement will ensure the sustainability of the

Increase Equitable Access to Electrific.

Pueblo, Colorado is majority-minority community composed of a broad diversity of residents with many linguistic, racial, ethnic, and cultural

EXHIBIT C

project now and as more infrastructure is added in the future.

backgrounds. The U.S. Census Bureau 2020 reported the local Hispanic/Latinx residency to be 52.2%, the highest in all census places in Colorado with a population over 100,000. It is largely this same population that makes up much of the rate of Puebloans living in poverty - an alarming 24.4%, despite expanded federal aid in response to the COVID-19-induced recession. Consistent with OMB's Interim Guidance for the Justice Initiative, Pueblo meets the definition of a Historically Disadvantaged Community. Of the 54 census tracts in Pueblo County, 28 are Areas of Persistent Poverty. The City of Pueblo has eight designated Opportunity Zones. Pueblo has residents impacted by environmental injustice, being addressed now by the Colorado Smelter Superfund Site. Transportation makes up 20% of Puebloans' household expenses, compared to 16% in more urbanized areas. Puebloans spend 44% more on transportation fuel than households in bigger cities, and they drive 10 more miles per day on average than others. Part of the city's rationale for pursuing the switch to renewables is to insulate residents from volatile energy prices. More than 7,000 Pueblo residents have their utilities shut off annually because they can't keep up with rising costs. Providing more and better transportation options is necessary and desirable. Pueblo is primed for electric vehicles. The plan to power the city with renewable energy greenlighted by the City Council, while not prescriptive per se, outlines specific goals including more efficient public infrastructure, businesses, homes, and appliances. The mandate emphasizes that the transition must be just and equitable for all residents and businesses.
The Mayor and his leadership team are committed to infusing diversity, equity, inclusion and justice into its research, programs and community partnerships while redesigning systems around the needs and interests of people living on low income. To that end, they have formed a diverse community of stakeholders, including people of color, poor or low-income people, and women, who amplify the voices and choices of those most in need to organize and executive long-lasting change. Collectively, they refuse and reject the practice, presence, and/or acceptance of discrimination.

Additional Relevant Information

Additional Information

Files

EXHIBIT C

2023 CEO DCfC Plazas budgets

Last Modified	**5/5/2023, 4:36 PM**
Created By	**Luann Martinez**

2023 CEO DCFC Plazas project schedule

Last Modified	**5/5/2023, 4:35 PM**
Created By	**Luann Martinez**

2023 CEO DCFC Plazas access to sufficient electrical supply

Last Modified	**5/5/2023, 4:04 PM**
Created By	**Luann Martinez**

2023 CEO DCFC Plazas evidence of property ownership

Last Modified	**5/5/2023, 4:02 PM**
Created By	**Luann Martinez**

2023 CEO DCFC Plazas site plans and aerial photos

Last Modified	**5/5/2023, 4:01 PM**
Created By	**Luann Martinez**

2023 CEO DCFC Plazas notes of support

Last Modified	**5/4/2023, 5:11 PM**
Created By	**Luann Martinez**

2023 CEO DCFC Plazas technical merits

Last Modified	**5/4/2023, 4:40 PM**
Created By	**Luann Martinez**

Locations

120 S Main Street Pueblo, Colorado 81003

Location No	**1**
Disproportionately Impacted Community	✓
Charging Stations Requested at Location	**4**
Charging Ports Awarded at Location	
Award Status	
Street	**120 S Main Street**
City	**Pueblo**
State	**Colorado**
Zip Code	**81003**

310 S Union Ave Pueblo, Colorado 81003

Location No	**2**
Disproportionately Impacted Community	☐
Charging Stations Requested at Location	**4**
Charging Ports Awarded at Location	
Award Status	
Street	**310 S Union Ave**
City	**Pueblo**
State	**Colorado**
Zip Code	**81003**

3201 Dillon Dr Pueblo, Colorado 81003

Location No	**3**
Disproportionately Impacted Community	☐
Charging Stations Requested at Location	**4**
Charging Ports Awarded at Location	
Award Status	
Street	**3201 Dillon Dr**
City	**Pueblo**
State	**Colorado**
Zip Code	**81003**

215 Canal St Pueblo, Colorado 81004

Location No	**4**

EXHIBIT C

Disproportionately Impacted Community	
Charging Stations Requested at Location	**4**
Charging Ports Awarded at Location	
Award Status	
Street	**215 Canal St**
City	**Pueblo**
State	**Colorado**
Zip Code	**81004**

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EXHIBIT D

DCFC Plazas Grant Application

EXHIBIT D

The Colorado Energy Office (CEO) provides grants for electric vehicle (EV) charging stations through the DCFC Plazas ("Plazas") program.

The purpose of this application is to provide the grant evaluation team with an understanding of the applicant's proposed project, level of planning and commitment to the project, adherence to all program requirements and specifications, as well as their preparedness to implement the proposed project. All Plazas projects must be completed within 24 months of contract execution. We strongly encourage substantial due diligence and project planning efforts to be conducted prior to moving forward with application submission.

All applications must be submitted using CEO's grant portal. Applicants must review the DCFC Plazas Grant Program Application Guide ("Guide") in full prior to submitting an application. This Guide is intended to provide participants with a thorough understanding of the program's objectives, requirements, and funding process. The guide includes a checklist that includes all documentation that applicants will be required to upload to the grant portal. Prior to submitting an application, applicants must confirm that they have read the Application Guide.

Application Submission: Applications must be received online by the stated due date on the website. CEO is not responsible for technical or transmittal issues when submitting a grant application and strongly encourages applicants to submit prior to the deadline. Upon submission, applicants will receive a confirmation email. **The application will close at 5:00 PM MT on the date listed on the website.**

The following document is solely for purposes of preparing an application to be submitted via the online application.

Contact Information

Organization Name:	
Organization Type:	
Organization Address:	
County:	
Contact Name:	
Contact Title:	
Contact Phone Number:	
Contact Email Address:	
Organization Website:	
Secondary Contact Name:	
Secondary Contact Title:	
Secondary Contact Email:	
Secondary Contact Phone:	

Total Project Cost:	
Total Funding Request:	
Total Funding Match:	
Total Ineligible Cost	
Number of DC Fast-Charging (DCFC) Stations Requested:	
Disproportionately Impacted Community Enhanced Incentive Funding Request:	
Battery Storage Enhanced Incentive Funding Request:	
Are you applying to expand an existing site? (Yes/No)	
Anticipated Date of Project Completion:	

1. Project Narrative

Please provide a detailed description of the proposed project with a thorough explanation of how the project will help meet CEO's EV infrastructure objectives. Describe the project's relationship with the objectives of key stakeholders including local governments, utilities, local communities amongst others.

Discuss the proposed ownership model (e.g. owner-operator) and how the model best achieves the objectives outlined. Applicants should also discuss how the Plaza's utilization and reliable operation will be monitored, whether future proofing for additional chargers will be incorporated, and what market conditions would lead to Plaza expansion.

2. Plaza Location(s) and Access to Amenities

Indicate the number of Plazas Locations and following details (per site):

Address:	
City:	
State:	
County:	
Funding Request Amount for the Plazas Location:	
Funding Match Amount for the Plazas Location:	
Electric Utility:	
Total Number of Chargers at this Location:	
kW/Port	
Indicate if you are applying for more than one power output at this location	
Indicate if this location is in a disproportionately impacted (DI) community	

Location Description

Describe the location(s) and provide the address of each proposed Plaza, as well as the number of DCFC at each location. Discuss why the site was selected, advantages of the site, proximity to any alternative fuels corridors and benefits it brings to EV drivers, local communities, and Colorado's network of DCFC sites. Applicants should reference the NEVI Project Planning Resource Map, DOE Alternative Fuels Data Center Station Locator and Plugshare for information on whether there are any current or planned DCFC nearby and explain how the new Plaza(s) will help to expand the existing market. For all Plazas, discuss nearby amenities that are available to drivers at the site(s).

Applicants should clearly describe the benefits of the proposed location and how it furthers drivers' ability to travel throughout their community and the state. This may include addressing charging gaps, access for multifamily housing (MFH) residents or those without access to home charging, and potential fleet and medium- and heavy-duty (M/HD) vehicle

users. Additionally, indicate if any site is located in a disproportionately impacted (DI) community by utilizing CEO's Enhanced Incentive Screening Tool.

Please indicate which, if any, site(s) would be able to incorporate a pull-through design for the use of the Plaza(s) by trucks, delivery fleets, and other large vehicles, such as those towing trailers.

Site Plans

- **[Upload Function]:** For each Plaza, include an aerial photo of the site, a labeled site plan that identifies the location of charging equipment, dedicated parking spaces, required accessible design features, site lighting, nearby amenities, and areas for future expansion. Also include documented proof of access to property.

Access To Property

Applicants should clearly describe the access to the proposed property. For each Plaza, note the status of access to the property. Proof of access must be provided by evidence of property ownership, a lease, or an MOU with or letter from the property owner indicating commitment to good faith negotiations and reflects a clear understanding of all relevant project details and expectations of the property owner.

Alternative sites will not be entertained. If a primary site is unable to proceed, applicants will be encouraged to apply during a subsequent application round with alternate sites.

- **[Upload Function]**: Proof of access demonstrated by evidence of property ownership, a lease, or an MOU with a letter from the property owner indicating commitment to good

faith negotiations and reflects a clear understanding of all relevant project details and expectations of the property owner.

3. Plaza Design, Facilities Requirements, Minimum Station Specifications

Provide a detailed description of each proposed Plaza including, but not limited to, the elements listed below.

Minimum Station Specifications

Verify that all equipment meets the Minimum Specifications including Charging Equipment Requirements, Physical Appearance, Function and Design, and Networking. If specification sheets apply to all Plazas, one set may be submitted.

Technical Merits

Please upload specification sheets for DCFC and related equipment proposed for each plaza. Describe the project including the type and capacity of the DCFC and related equipment for each Plaza including the charging capabilities (i.e. simultaneous charging). Please describe any additional battery storage that will be incorporated into the site and the project benefits derived from incorporating BESS into the site (project timelines, demand charge mitigation, lack of access to three phase power etc.).

- **[Upload Function] Required Documentation and Attachments**: Specification sheets for DCFC and related equipment proposed for each plaza. If all plazas will include the same equipment, one set will suffice.

Access to Sufficient Electrical Supply

Plazas must have access to existing, nearby utility power required to meet the Minimum Specifications and any proposed future expansion or be capable of producing and storing energy to serve the proposed site. If the project proposal includes a technology that is not grid-tied or utilizing technologies to offset the total power required onsite, demonstration of the technology's ability to meet the requirements of the program is required.

- **[Upload Function] Required Documentation and Attachments:** Utility confirmation such as a letter or service notice indicating adequate power supply may be obtained for each site.

Station Maintenance Plan

The applicant shall provide the CEO with a written plan for Plaza maintenance. The plan shall also provide a summary of planned maintenance activities including preventative maintenance by frequency and a communications strategy to keep CEO informed about operations and maintenance activities. The applicant should specifically address the reliability of the equipment being proposed and how one plans to ensure the ongoing

operability of the charging stations. If anyone other than the applicant will own, operate, or maintain the site and equipment, provide a clear description of the roles and responsibilities of each party. Reliable, well-maintained charging stations will be a primary consideration.

- If you are implementing a Service Level Agreement, where are the staff located who will be servicing and maintaining these chargers? Where are the parts located and is there sufficient stock on hand to respond to necessary repairs?

Station Reliability

Describe the strategies employed to ensure a high level of reliability of the station and network that is proposed and how it will develop confidence amongst EV drivers about the reliability of the statewide network of DCFC stations. Applicants should speak directly to the ability or site hosts' ability, if different from the applicant, to ensure the ongoing operability of the stations (training, past experience, technical capacity). Describe the equipment warranty and provisions that help to ensure equipment reliability, role of customer service and associated customer service number, and any other strategies the vendor will employ to ensure the minimum 97% uptime requirement. Applicants should clearly discuss their customer service strategy and plan to ensure a reliable, user friendly experience.

Warranty specifications including what is covered and what is not covered and the term of each. Demonstrations of past performance for the stations proposed and statistical evidence of station reliability, if available, in station collateral.

Cybersecurity

Describe the cybersecurity of the network and compliance with NIST 800 series standards before, during, and after completion of station construction.

Consumer Friendliness and Accessibility

Describe how each Plaza meets the following Minimum Specifications: 24-hour access to DCFC, restrooms, and drinking water during business hours. Also, specifically address area lighting and description of safety precautions including aerial views of available lighting; the parking lots' ability to comply with Design Recommendations for Accessible EV Charging Stations per the Access Board and how you intend to meet this requirement; site and highway signage; payment options; and customer service availability and response.

24 Hour Access (not to exceed 10,000 characters)

Restrooms and Drinking Water (not to exceed 10,000 characters)

Safety (not to exceed 10,000 characters)

Accessible Design (not to exceed 10,000 characters)

Signage (not to exceed 10,000 characters)

Payment Options (not to exceed 10,000 characters)

Customer Service (not to exceed 10,000 characters)

Other (not to exceed 10,000 characters)

4. Project Communication and Strategic Partnerships

Applicants should clearly summarize strategic partnerships and arrangements with local county and municipal governments, utility companies, and other stakeholders including TNCs, non-profits, state agencies, auto manufacturers and dealerships, economic development corporations, fleets, or private businesses. Additionally, this could include the following:

- **Consultation with Utility**: Applicants are strongly encouraged to partner with utilities to ensure long-term viability of the Plaza(s). While applicants are required to consult with the local electrical utility regarding service to the proposed Plazas, opportunities may exist for additional utility partnerships such as utility-funded make-ready, utility ownership of or funding for charging equipment, and innovative rates. Details of utility partnership, including rebates, incentives, or other relevant details should be included.

- **Collaboration with Local and County Government**: Applicants are encouraged to collaborate with local or county governments for each site. This collaboration should address the local economic, environmental, and/or social benefits arising from the Plaza. Where applicable, applicants are encouraged to provide a letter of support from the local government describing the collaboration and benefits to the local community.

- **Other Engagement**: Applicants are encouraged to document engagement with other local and regional stakeholders involved in ensuring successful Plaza development, operation, and utilization. Engagement and outreach to community based organizations, local stakeholders and others is beneficial to ensure broad community awareness. Where applicable, applicants are encouraged to provide a letter of support from the local government describing the collaboration and benefits to the local community.

- **[Upload Function] Optional: Provide Letter of Support**

- Have you created, or will you create, partnerships with Colorado companies to complete the construction to comply with the EVITP and Colorado labor requirements?

5. Budget, Budget Narrative, Business Model and Anticipated Utilization

Budget

- Provide a project budget for each individual Plaza and for the project as a whole if multiple Plazas are proposed. For each Plaza, applicants must clearly delineate eligible reimbursement costs from ineligible costs and include applicant match and the amount of funding requested from CEO. Funding sources and amounts for applicant match and ineligible costs should be included.
  - **[Upload Function] Required Documentation and Attachments:** Itemized spreadsheet of all project costs including a detailed budget for the grant request. This shall include a summary of all project match. For each source of match funding, the source (e.g. Site Host) and corresponding funding amount must be included. Applicants should note their anticipated participation in any utility programs and how such participation may influence their project budget.

Budget Narrative

- Provide a detailed explanation of the project budget. The narrative should clearly explain the applicant's match funds for the proposed project and where they come from.

  The business model should clearly describe the anticipated utility tariff, the projected demand charge rates, and how demand charge rates will be managed, if at all. Applicants should clearly explain how they will balance managing peak demand with delivering a high quality charging experience for the driver.

  Describe the relationship between the lead applicant and other parties to the application including site hosts or other parties with a financial stake in the project. Describe steps taken to ensure the Plaza remains viable during periods of low utilization, particularly if revenue derived from charging is the sole revenue source.

  The contract term resulting from this RFA will be the period of installation plus five years of continuous operation for the awarded Plaza(s). Describe plans to continue operation beyond the term of the CEO's funding agreement.

Pricing Structure

The price to charge for drivers should be fair and reasonable and should be designed to be competitive with other fuels. The cost to charge should be easy to understand by drivers. Session fees and time-based fees that are assessed when a charging session is initiated are discouraged. Please describe your anticipated pricing structure for each Plaza.

6. Organization, Staff Experience, Qualifications

Clearly describe your organization and why you are well-suited to develop and manage the proposed project. Describe your project team including lead applicant and other parties to the application, including contractors, subcontractors, site hosts, etc. If the team varies by each Plaza location, provide a breakdown for each.

Prior charging station development experience (i.e. number of years, number of stations / sites developed, duties, locations, etc.) should be clearly indicated. Results from past projects should be highlighted. This shall include, but is not limited to, references from project partners, locations and descriptions of other active stations, safety and reliability records, and other unique qualifications. In the case of joint ventures, relevant prior work experience between involved entities is preferred.

- **[Upload Function] Optional**: Please provide any supplemental materials on your organization and staff experience.
- **[Upload Function] Optional**: Upload organization collateral.

7. Sustainability and Equity

Applicants should discuss innovative strategies that go beyond the Minimum Specifications and add to the long-term sustainability, viability, resiliency, or customer friendliness of the Plaza(s).

- **Sustainability:** Include any measures taken to reduce and manage utility demand charges, offset on-peak electricity usage, and mitigate other adverse grid impacts while ensuring a positive charging experience. These may include, but are not limited to, renewable / distributed energy generation and integration, storage, charge management strategies to mitigate on-peak electricity demand, innovative business models that lead to reduced equipment and installation costs or reduced operation and maintenance costs. Incorporation of battery storage to reduce emissions, expedite project timelines or provide resiliency to the stations on site should be clearly addressed. In addition to environmental considerations, the benefits of including such technology should also address any economic benefits from foregone utility infrastructure upgrades and capabilities to reduce peak demand. Applicants may also include innovative pricing strategies, while adhering to the requirement to price charging as a cost per kWh, that may shift charging to offpeak periods of the day.

- **Equity:** Applicants who provide a description of how the project will support more equitable access to transportation electrification will be evaluated more favorably. Examples of equity strategies include, but are not limited to:
    - Locating Plazas within 2-3 blocks (ideally closer) of high-density residential areas (apartment complexes, multifamily housing, etc.)
    - Community engagement strategies that include the participation of community members of diverse demographics that typically do not have access to EV charging infrastructure.
    - Demonstrated partnership and collaboration with local community stakeholders and/or organizations, including but not limited to:
        - Letters of Support
        - Community Benefit Agreements
        - Community Hiring Agreements
        - Hosting of scooter share, bike share, car share, and/or truck share at the charging location
        - Free or reduced cost charging for neighborhood residents
        - Overnight L2 charging opportunities for neighborhood residents without dedicated parking

        - Inclusion of site amenities requested through community engagement
        - Opportunities for local workforce training and/or ZEV education
        - On-site retail or dining opportunities for small and local businesses
        - Other project elements identified in collaboration with community stakeholders
    - Locating chargers in underserved areas, such as within ¼ of a mile of affordable housing, housing authorities, or areas where low- and moderate-income (LMI) populations reside, commute and shop
    - Locating Plazas nearby to transit-oriented developments or existing multi-modal infrastructure
    - Locating Plazas in Colorado opportunity zones
    - Locating Plazas in charging gaps to provide more equitable access to DCFC stations for rural communities
    - Locating Plazas in disproportionately impacted communities as identified using CEO's Enhanced Incentive Screening Tool, which incorporates the following definitions:
        - SB21-260 Disproportionately Impacted Community (DIC) Definition
        - National Electric Vehicle Infrastructure (NEVI) DAC Definition
        - Enviroscreen DI Community (80th percentile +)
        - Transportation Equity Community (75th percentile +)
        - Tribal Lands

8. Project Schedule

A project schedule that includes a list of project tasks and milestones must be submitted. The schedule should identify a reasonable and timely plan for contracting, NEPA compliance, permitting, construction, and opening for each Plaza; lead individual and/or agency; and the amount of time and an estimated completion date for each Plaza. A chart (Gantt or similar) should be used to outline project tasks and milestones.

Applicants should note issues or conditions that will need to be resolved before the project can begin and describe any barriers or challenges that could potentially delay the proposed timeline. All Plazas must be completed within 24 months of contract execution. Proposals with timelines beyond 24 months must provide a rationale for the extended timeline.

Applicants are strongly encouraged to complete the project earlier than 24 months, if possible.

- **[Upload Function] Required Documentation and Attachments:** Attach Project Schedule

Optional: Additional Information

- Please provide any additional information that would be informative to the evaluation committee.

9. Certifications and Reporting Requirements

Upon project completion, CEO requires read-only and downloadable access to the network dashboard for information on the charging station(s) usage including at a minimum the time of use, duration of use, # of customers / unique users, and kWh used. The grantee will be required to provide such access to the data to CEO for utilization information for a minimum of five years. CEO may share this information at an anonymized and/or aggregated County level on the EValuateCO dashboard or other platform at the discretion of CEO or with anyone requesting such data. Should anyone request more detailed data or information, CEO will withhold or redact confidential business information, trade secrets, or personal information as required or allowed under the Colorado Open Records Act, C.R.S. § 24-72-201 to 206.

As the project applicant, I hereby certify and agree to the aforementioned Reporting Requirements.

_____

Sign and Print Name

Organization in Good Standing Attestation

"I understand that my organization must be registered and in Good Standing with the Colorado Secretary of State's Office."

- **Check to confirm**

Accessibility Attestation

I understand that accessible design features must be incorporated into the charging station project in order to receive grant funding. Not less than 5%, but no fewer than one (1) of all charging station stalls provided on site must be accessible. Please refer to the Access Board for details on accessibility and charging stations.

- **Check to confirm**

Qualified Workforce Attestation

I understand the requirement to ensure a qualified workforce is involved in the installation of the Plaza(s). I further understand this to mean that the workforce installing, maintaining and operating the chargers has appropriate licenses, certifications and training to ensure the installation and maintenance of chargers is performed by a qualified workforce.

- All electricians installing, operating, or maintaining EVSE must meet one of the following requirements:
    - Certification from the EVITP.
    - Graduation or a continuing education certificate from a registered apprenticeship program for electricians that includes charger-specific training and is developed as a part of a national guideline standard approved by the Department of Labor in consultation with the Department of Transportation.
- For projects requiring more than one electrician, at least one electrician must meet the requirements above, and at least one electrician must be enrolled in an electrical registered apprenticeship program.
- **Check to confirm**

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City Clerk's Office Item # R3

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND CATHOLIC CHARITIES OF THE DIOCESE OF PUEBLO, INC. DBA CATHOLIC CHARITIES OF SOUTHERN COLORADO, A COLORADO NONPROFIT CORPORATION AS AUTHORIZED BY SECTION 603 (C)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF TWO HUNDRED THOUSAND DOLLARS ($200,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Subrecipient Agreement with Catholic Charities of the Diocese of Pueblo, Inc. dba Catholic Charities of Southern Colorado, as authorized by Section 603(c)(1)(A) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6. Funds in the amount of $200,000 will be paid out of Project No. CI2113, the American Rescue Plan Act.

PREVIOUS COUNCIL ACTION:

On October 24, 2022, Council approved Resolution No. 15039 authorizing $1,000,000 of the American Rescue Plan Act funds for Neighborhood Cleanup Project that included work opportunity and program for those experiencing poverty or hardships. This partnership with the Catholic Charities helps us meet this goal.

BACKGROUND:

Catholic Charities is proposing to provide a Job Readiness Program for homeless individuals within the City. Participants of the program will work alongside City employees and volunteers to complete cleanup projects throughout the City. In return participants will be paid a daily stipend or wages depending upon their status in the program. Catholic Charities will also provide support services for the participants

including but not limited to food assistance, housing assistance, clothing, resume building, job search assistance, and transportation assistance. This Ordinance approves a new Subrecipient Agreement with Catholic Charities for the operation of the Job Readiness Program and grants to them up to $200,000 to be used for operational and program costs.

FINANCIAL IMPLICATIONS:

If approved, Catholic Charities of Southern Colorado will receive $200,000 in ARPA funds from Project No.CI2113 – Neighborhood Cleanup account.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support or fund the Job Readiness Program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. FINAL Subrecipient Agreement- Catholic Charities Job Readiness Program for homeless

DocuSign Envelope ID: 5175B403-3DBB-4AE1-8C9A-7A044A859DF2

ORDINANCE NO. 10700

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND CATHOLIC CHARITIES OF THE DIOCESE OF PUEBLO, INC. DBA CATHOLIC CHARITIES OF SOUTHERN COLORADO, A COLORADO NONPROFIT CORPORATION AS AUTHORIZED BY SECTION 603 (C)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF TWO HUNDRED THOUSAND DOLLARS ($200,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

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

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

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

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

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Final Rule 31 CFR 35.6 the City may use CLFR Funds to implement the program described in the attached Subrecipient Agreement; and

WHEREAS, on October 24, 2022, Council approved Resolution No. 15039 authorizing $1,000,000 of the American Rescue Plan Act funds for a Neighborhood Cleanup Project that included work opportunities and programs for those experiencing poverty or hardships; NOW THEREFORE,

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

SECTION 1.

The Subrecipient Agreement ("Agreement") between and the City of Pueblo, a Colorado municipal corporation and Catholic Charities of the Diocese of Pueblo dba Catholic Charities of Southern Colorado dated May 6, 2024 for the Job Readiness Program, attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

Funds in the amount of $200,000 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, for purposes of funding the project described in the Agreement.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on April 22, 2024.

Final adoption of Ordinance by City Council on May 14, 2024.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 5/16/2024 | 8:40 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

DocuSigned by:
3A85950B7BCA462...
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

DocuSigned by:

_____
7C02EBDFFC3D43C...
City Clerk

SUBRECIPIENT AGREEMENT
(Job Readiness Program)

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this 6th day of May 2024, by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the “City" and Catholic Charities of the Diocese of Pueblo, Inc. dba Catholic Charities of Southern Colorado, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient." City and Subrecipient are sometimes each referred to as a “Party" and collectively "Parties."

RECITALS

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

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

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

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

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. Cl2113 and budgeted and appropriated up to $36.7 million in funds which were expected to be distributed to the City from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021, until December 31, 2024 (to be expended by December 31, 2026); and

WHEREAS, the Covid-19 pandemic caused severe economic damage with some of the most severe impacts falling on low-income and underserved communities causing pre-existing disparities to amplify the impact of the pandemic; and

WHEREAS, the Covid-19 pandemic left many of those from low-income and underserved communities unemployed and homeless; and

WHEREAS, Subrecipient has developed a program to provide support and job readiness services that may lead to the employment of individuals experiencing homelessness; and

WHEREAS, Subrecipient has requested that the City use CLRF Funds for staff salaries, operating costs, materials and supplies, stipends, wage subsidies, and supportive costs (i.e. bus passes, food assistance, and work clothing); and

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

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES: RESPONSIBILITIES OF SUBRECIPIENT

(a) Subrecipient agrees to satisfactorily perform routine trash clean-ups in the community using homeless or unhoused individuals, complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services – Job Readiness Program attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

(b) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder; (ii) that it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado; (iii) that it is a nonprofit organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code; (iv) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and (iv) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

(c) At least 24 hours prior to the start of each workday, the Subrecipient shall coordinate with the City's designated representative to determine the schedule and location of the cleanup. Subrecipient shall ensure all participants are properly dressed for the job and weather.

2. RESPONSIBILITIES OF THE CITY

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

(b) The City shall coordinate with the subrecipient to identify trash

cleanup locations and schedules.

(c) The City's representative shall have the authority to reject any worker from the daily cleanup schedule that they determine, in their sole discretion, is not in the correct state of mind or not dressed appropriately.

(d) The City will remove all trash that is collected during the workday and dispose of it correctly.

3. SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

(a) The City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.

(c) The aggregate of all payments made hereunder shall not exceed Two Hundred Thousand Dollars (U.S. $200,000). The grant funds shall not be distributed in a lump sum. The City shall disburse half of the funds ($100,000) within 30 days following approval of this Agreement by Pueblo City Council. The City may disburse the remaining funds ($100,000) in full or increments after November 6, 2024, if Subrecipient is compliant with the terms of this Agreement to include the filing of all reports together will data supporting the progress of the program. The use of said funds shall be limited to expenditures as set forth in this Subrecipient Agreement.

(d) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

4. TERM OF PROJECT AND AGREEMENT

(a) The terms of the Project shall be from May 6, 2024, to May 31, 2025, unless this Agreement is sooner terminated as herein provided.

(b) The term of this Agreement shall be from May 6, 2024, to May 31, 2025, unless sooner terminated as herein provided.

5. TERMINATION OF AGREEMENT

(a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both the City and Subrecipient. Cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.

(b) For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

(c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

6. ASSIGNABILITY

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

7. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or

business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

8. SUBRECIPIENT RECORDS

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

9. MONITORING AND EVALUATION

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

10. SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by the Subrecipient for a period of three years after the completion of the Project. Financial and activity reports shall be submitted quarterly no later than the ninth (9th) day of the month following the end of the quarter for which the report is submitted.

11. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship

is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees, and subcontractors.

12. CERTIFICATIONS

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

13. REVERSION OF ASSETS

(a) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

(b) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 14 or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

14. PERA LIABILITY

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

15. NO LIABILITY TO THIRD PARTIES

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

16. NOTICES

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

(a) If to City:

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

with a copy to:

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

(b) If to Subrecipient:

Joe Domko
Executive Director
Catholic Charities of Southern Colorado
429 W. 10th Street
Pueblo, CO 81003

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

17. GOVERNING LAW

This Agreement shall be construed in accordance with and be governed by the laws of the State of Colorado without regard to conflict of law principles.

18. TIME OF THE ESSENCE

Time is of the essence hereof. This Agreement. shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, provided Subrecipient may not assign this Agreement or any interest herein without the express written consent of the City.

19. LITIGATION AND VENUE

In the event of any litigation arising under this Agreement, the court shall award to the prevailing Party its costs and reasonable attorney fees. Exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado, and each Party submits to the personal and subject matter jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

20. WAIVER OF MONETARY CLAIMS AGAINST THE CITY

In no event shall City, its officers, agents, or employees be liable to Subrecipient for damages, including without limitation, compensatory, punitive, indirect, special, or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by City or the failure or delay of City in the performance of any covenant or provision under this Agreement on City's part to be performed. In consideration of City entering into this Agreement, Subrecipient hereby waives and discharges City, its officers, agents, and employees from all claims for any and all such damages. No breach, default, delay, or failure of City under this Agreement shall be or be construed to be a waiver, discharge, or release of Subrecipient's obligations under this Agreement. In the event of a breach of this Agreement by the City, Subrecipient's sole and exclusive remedy shall be to bring an equitable action for specific performance in the District Court of Pueblo County, Colorado. Such violations may be restrained, or such obligations enforced by injunction at the instance and request of the Subrecipient without the showing of any special damages or an inadequate remedy at law.

21. RULES OF CONSTRUCTION

(a) If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the other provisions of this Agreement which shall remain in full force and effect.

(b) Each Party acknowledges that this Agreement was fully negotiated by the Parties and, therefore, no provision of this Agreement shall be interpreted against any Party because such Party or its legal representative drafted such provision.

22. INDEMNIFICATION

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

23. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any

provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City.

24. SIGNATURES

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

25. COUNTERPARTS

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

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

ATTEST:

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

_____
City Clerk

By: _____
Heather Graham, Mayor

[S E A L]

Subrecipient:

CATHOLIC CHARITIES OF THE DIOCESE OF PUEBLO, INC. dba CATHOLIC CHARITIES OF SOUTHERN COLORADO

By: _____
Joe Domko, Executive Director

STATE OF COLORADO)
) ss
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024 by _____ as _____ of the Catholic Charities of the Diocese of Pueblo, Inc. dba Catholic Charities of Southern Colorado, a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: _____

[SEAL]

_____
Notary Public

EXHIBIT A
SCOPE OF SERVICES
Job Readiness Program

I. Purpose of Agreement

Catholic Charities of Southern Colorado ("CCSoCo") will partner with the City of Pueblo to conduct outreach and recruitment for a job readiness program for homeless individuals as outlined herein (the "Program"). The overall purpose of this program is to provide support and job readiness services that may lead to employment to individuals experiencing homelessness.

II. Services Provided by Catholic Charities of Southern Colorado

A. Volunteer Activities

- Provide outreach and recruitment to individuals experiencing homelessness to participate in the program daily.
- Coordinate with City of Pueblo departments such as Parks and Recreation to provide up to 5 volunteer slots, 2 days per week during the first six months of the program and 3 days per week during the remaining six months. Workdays will commence at 8:30 a.m. and conclude at 12:30 p.m.
- Ensure participants sign the approved Release and Waiver of Liability for Volunteers form. Signed waivers should be kept on file at CCSoCo and be available for inspection.
- Provide volunteers with a daily stipend in the amount of $50 per day.
- Provide assistance to volunteer participants. Assistance includes but is not limited to transportation vouchers, food assistance, shoes and clothing appropriate for working outdoors, and interview attire. Distribution and documentation process is noted in paragraph IID.

B. Subsidized Employment

- Provide a wage subsidy to those participants deemed appropriate after an individual participant assessment and who choose to continue in the program after they complete their volunteer hours. All wage subsidies shall be paid through CCSoCo payroll.
- CCSoCo may choose to start participants in subsidized employment based on the initial participant needs assessment.
- Participants receiving subsidized employment will be paid at the minimum wage rate of $14.42/hour for calendar year 2024 and $15.69/hour for calendar year 2025 while working at any

City facilities.

- Participants will be able to remain in subsidized employment for a maximum of 12 weeks.
- Participants will be required to search for regular employment and apply for employment opportunities.
- Workdays will commence at 8:30 a.m. and conclude at 12:30 p.m., following the same schedule as volunteer participants.

C. Workforce Readiness

- Provide resume/cover letter building support. Each participant will have a resume and cover letter upon completing the program.
- Assist participants in job search at the local workforce center. Job searches will be conducted at least twice per week.
- Assist participants in securing documentation necessary for employment, i.e. social security card, birth certificate, and identification.
- Assist participants with applying for employment with public/private sector employers to secure permanent employment.
- Provide 90 days of follow-up and support to employers and participants once participants are placed in regular employment.

D. Other Activities

- Hire staff to function as a coach to participants at volunteer sites and subsidized employment sites.
- Provide a meal to participants during volunteer and subsidized employment activities.
- Provide job readiness and needs assessment to program participants.
- Develop a plan for each participant that outlines needs, goals, and responsibilities.
- Provide transportation support services to participants such as bus passes, bus tickets, Uber rides, etc. to volunteer sites or subsidized employment; as well as to appointments for benefits/public assistance.
- Procure reflective vests that include the name of the program, the City logo and CCSoCo logo. The design must be in compliance with the City of Pueblo Logo Guidelines and the final design must be approved by the City prior to its use.
- Provide additional support services such as, housing assistance, clothing and other benefits for program participants as identified in the needs assessment.
- Maintain participant progress notes, assessments, service activities and related outcomes into Catholic Charities data collection system, Salesforce.

- Ensure a Supportive Service Agreement is signed and dated by every participant and the staff person who administered the assistance.
- Request reimbursement from the City for participant assistance per the attached budget only after documentation of the distribution of volunteer assistance is obtained.
- Daily distribution and collection of vests and other work gear.
- CCSoCo Staff will attend and participate in public events such as expos, conferences, etc. to promote the program and other services for the homeless.

III. Process and Outcome Measures

Process Measures

1. Implement a volunteer service model at designated City parks and other City locations that may lead participants to competitive employment.
2. Serve up to 30 participants throughout the contract period.
3. Submit complete Invoices on or before the 15th day of each month for services rendered the preceding calendar month unless otherwise requested by the City.
4. The Contractor shall use the City of Pueblo's preferred invoice template, or otherwise comply with all City reimbursement requirements.

Outcome Measures

1. Engage at least 30 participants in volunteer activities or subsidized employment as measured by participants' daily attendance, volunteer waivers and/or timesheets entered into the CCSoCo's EWS and/or Salesforce data system.
2. Retain up to 20 participants in the first year for at least 1,500 hours in volunteer activities or subsidized employment as measured by. participants' daily attendance and the distribution of assistance determined by the number of hours volunteered and documented. Subsidized employment will be documented through Catholic Charities payroll records.
3. Provide at least 25 participants with additional support service assistance such as Medicaid, SNAP, and Veterans Assistance through on-site enrollment. This will be documented in a needs assessment and case files entered into CCSoCo's Salesforce data system.
4. Up to 7 participants will obtain a wage subsidy through Subsidized Employment. Individual progress notes, service activities and related outcomes will be entered into CCSoCo's Salesforce data system. Individuals engaged in Subsidized employment will

receive additional services that may lead to permanent employment. Measurement will be individual progress notes, service activities and related outcomes entered into CCSoCo's Salesforce data system.

5. Up to 3 participants will obtain permanent job placement. Measurement will be individual progress notes, service activities and related outcomes entered into CCSoCo's Salesforce data system.
6. Up to 2 participants placed in a permanent job will retain employment for 90 days. Measurement will be individual progress notes, service activities and related outcomes entered into CCSoCo's Salesforce data system.

CCSoCo will evaluate outcomes and measurements every six (6) months to determine if modification of expectations and outcomes is necessary. CCSoCo will report any such modifications to the City in its next quarterly report. The City may require CCSoCo to further define or modify the outcomes and measurements contained herein based upon information provided to it.

IV. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the Program Director, Program Manager and the City of Pueblo Designee. Contractor may be reviewed for:

1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
2. **Contract & Financial Monitoring:** Review and analysis of (a) current program information to determine the extent to which Contractor is achieving established contractual goals; (b) financial records and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement. The City of Pueblo, in conjunction with CCSoCo, will manage any performance issues and will develop interventions that will resolve concerns.
3. **Compliance Monitoring:** Monitoring to ensure that performance goals are met, and the requirements of the contract meet all Federal, State and local laws and regulations, and City policies.

B. Reporting

The following reports shall be developed and

delivered to the City as stated in this section.

Report Name	Description	Frequency	Reports to be sent to:
1. Quarterly Report	Report shall track the following: • Number of individuals that were recruited for the program. • Number of individuals that participated in volunteer activities. • Number of documented volunteer hours. • Number of individuals that participated in subsidized employment. • Number of individuals that were placed in permanent employment. • Number of individuals that succeeded in meeting the 90-day job retention benchmark. • Number of individuals that received additional support services through a needs assessment. • Number of gift cards distributed. • Number of bus passes distributed.	Quarterly	City of Pueblo
2. Contract Summary Report	Report shall demonstrate all functions performed, and how services provided met the overall goals of this agreement, best practices	Contract End, within 45 days after Term	City of Pueblo

	and issues. Other data will include a total of all quarterly benchmarks noted in #1 and total budget per line item, amount spent, and an explanation as to unspent funds, etc.	End.	
3. Other Reports as reasonably requested by the City.	Form and Substance To be determined (TBD) as needed	TBD	TBD

V. Budget

A. Contractor shall provide the identified services for the City of Pueblo using best practices and other methods for fostering a sense of collaboration and communication.

B. Budget

Line Item #	Category	Detail	Total	Budget Narrative
	CCSoCo Staff Salaries and Fringe			
1	Program Coordinator	0.20 FTE @ $54,106	$10,821	Program Coordinator will work 0.20 FTE on this project. The Coordinator will oversee the entire program and ensure that CCSOCO is in full compliance with the program contract. Duties will include facilitating continual communication with City of Pueblo personnel, managing all CCSoCo staff involved in the program, coordinating the on-site supervision of all participants, coordinating all data collection, coordinating all outreach efforts, coordinating benefits assessment and navigation and project reporting protocols,

				attending all meetings with City personnel, and reporting directly to Program Manager.
2	Employment Specialist	1 FTE @ $38,000	$38,000	Employment Specialists will work full-time on this project. Duties will include direct supervision of all participants at a minimum of one job site per workday. The Employment Specialist will be assisting participants to acquire necessary documentation for hiring, assisting in benefits needs assessments, participating in outreach activities and tracking participation activities. The Employment Specialists will report directly to the Program Coordinator.
3	Fringe Benefits	Average Fringe Rate of 33%	$16,111	Fringe benefits and payroll taxes for staff includes; FICA, Health Insurance, Workers Compensation, Unemployment and 403B Retirement Plan benefits. Calculated at approximately 33% of total wages
	Participant Costs			
4	Volunteer Stipends (first six months, while building capacity)	5 clients per day, 2 days per week for 26 weeks at $50 per day per client.	$13,000	Volunteers will receive a stipend daily for each day they volunteer. Volunteers are individuals experiencing

	Volunteer Stipends (remainder of the year)	5 clients per day, 3 days per week for 26 weeks at $50 per day per client.	$19,500	homelessness.
5	Participant Subsidized wages (first six months, while building capacity)	2 participants x 16 hours per week x $14.42/hr x 12 weeks	$5,537	Volunteers that demonstrate a willingness and ability to transition to subsidized employment based on completion of an employment assessment would be paid minimum wage. Current minimum wage is $14.42/hr and expected calendar year 2025 minimum wage is $15.69/hr.
	Participant Subsidized wages (remainder of the year)	5 participants x 16 hours per week x $15.69 x 12 weeks	$15,063	
6	Taxes	9.18%	$1,891	Fringe benefits and payroll taxes for Participant Wage Subsidy includes; FICA, Workers Compensation, Unemployment and other associated costs calculated at approximately 9.18% of total participant wages.
7	Supportive Services	Bus passes, food assistance, work clothing, fees associated with document acquisition	$6,320	Participant assistance in the form of work clothing such as boots, fees associated with acquiring an ID, certificate or other documents required for work, bus passes, etc.
	Travel			
8	Mileage	Mileage (30 miles/month @ $.60 per mile x 12 months x 1 employment specialists)	$216	Mileage for staff when using their personal vehicle to purchase supplies, attend meetings, etc.
	Equipment			
9		Passenger Van (Used 15 Pax van)	$25,000	Van to be used to transport participants to and from worksites.
	Materials & Supplies			

10	Office Supplies	$80/month x 12 months	$960	General office supplies
11	Program Supplies	Safety equipment, consumables, worksite vests	$8,000	Consumables consists of providing a meal for all participants on each work site each workday. This may also include food and non-alcoholic drinks provided in outreach effort activities. This includes, but not limited to work related clothing for participants of the program such as t-shirts, coats, hats, gloves, shoes.
	Other Direct Costs			
12	Fuel	$60 per week x 52 weeks	$3,120	Fuel for Passenger van
13	Vehicle maintenance, Registration and Insurance	$100 per month for vehicle maintenance, $750 for registration and $849 for insurance.	$2,799	Oil changes and other general vehicle maintenance expenses for passenger van, annual registration and insurance costs.
14	Office Space	$3,000 per year	$3,000	Rent for an office space for staff.
15	Laptops	$1,000 per laptop	$1,000	Includes tablets or laptops that staff may utilize in the field to track program activities.
16	Wifi	$200 per hotspot x1	$200	Mobile hot spot to be used by staff in the field.
17	Phone and Internet	$90 per month x 12	$1,080	Cell phone and internet expenses for Employment Specialist.
18	Personnel Development	Conferences, trainings, etc.	$200	Expenses related to trainings that staff may attend.
19	Workers Compensation Insurance		$5,000	Expected Workers Comp. Insurance policy increase associated with participants that are subsidized employees.

20	Contingency		$5,000	This is to account for miscellaneous expenses for this pilot program that may be incurred that are not budgeted in the submitted budget at time contract is executed. May only be used for existing line items # 1-19
	Total Direct Costs		$181,818	
21	Indirect and Administrative Costs	10 Percent	$18,182	
		Total Costs	**$200,000**	

EXHIBIT B
COMPLIANCE PROVISIONS INCORPORATED
IN **THE SUBRECIPIENT AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

EXHIBITC
CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

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

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

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

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

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

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

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

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

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

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

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

(12) The applicable regulations, policies, guidelines and requirements of 0MB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;

(13) The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];

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

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

(16) The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;

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

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

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

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

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

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

(23) No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).

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

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

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

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

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

a) Are you, or do you employ or engage in any capacity, including an independent Agreement or, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No___.
b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ____, No____.
If you answered "yes" please state which of the above entities best describes your business:
_____
c) If you answered "yes" to both (a) and (b), please provide the name, address, and social security number of each such PERA Retiree.

_____	_____
Name	Name
_____	_____
Address	Address
_____	_____
Social Security Number	Social Security Number

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

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

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

Signed _____, 20_____.

By: _____
Name: _____
Title: _____

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

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City Clerk's Office Item # R4

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A 2024 COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE OPIOID GRANT IN THE AMOUNT OF $9,580 FOR SYNTHETIC OPIATE POISONING INVESTIGATION AND DISTRIBUTION INTERDICTION, ESTABLISHING PROJECT NUMBER PS2403, BUDGETING AND APPROPRIATING GRANT FUNDS OF $9,580 TO SAID PROJECT, AND AUTHORIZING MAYOR GRAHAM TO EXECUTE THE GRANT AWARD LETTER AND RELATED DOCUMENTS

SUMMARY:

Attached is a 2024 Synthetic Opiate Poisoning Investigation and Distribution Interdiction Grant, the related Grant Award Letter (Intergovernmental Grant Agreement), and accompanying documents for the Colorado Department of Public Safety, Division of Criminal Justice Grant # 2024- FD-23-48, known as the Synthetic Opiate Poisoning Investigation and Distribution Interdiction Grant Program.

PREVIOUS COUNCIL ACTION:

City Council has approved ordinances accepting Colorado Department of Public Safety, Division of Criminal Justice Grant funds each year beginning in June 2023.

BACKGROUND:

The Colorado Department of Public Safety, Division of Criminal Justice Program provides funds to units of local government for the purpose of Synthetic Opiate Poisoning Investigation and Distribution. The program is designed to help local communities address problems specific to their areas. Acceptance of the Synthetic Opiate Poisoning Investigation and Distribution Interdiction Grant Program grant is now needed to obtain funding for the opioid grant. Acceptance of the award and scheduling of and budgeting for the Synthetic Opiate Poisoning Investigation and Distribution Interdiction Grant will be based upon adoption of this Ordinance, establishing Project

No. PS2403, and budgeting and appropriating funds in the amount of $9,580.00 into project PS2403. This project will fund Fentanyl test strips, multi-drug tester kits, and heat-sealing evidence bags for the safe handling of fentanyl and other dangerous drugs.

FINANCIAL IMPLICATIONS:

If approved, grant funds in the amount of $9,580.00 will be budgeted and appropriated into Project No. PS2403 to fund the purchases. Reimbursement of the $9,580.00 will be made to the City of Pueblo through the Synthetic Opiate Poisoning Investigation and Distribution Interdiction Grant.

Matching funds from the City are not required for this grant.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

Decline this grant offer from Colorado Department of Public Safety, Division of Criminal Justice. If that occurs, the City will not receive the $9,580.00 in grant funds offered.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2024-FD-23-48-IGA-Pueblo-LJC (1)
2. 2024-FD-23-48-IGA-Pueblo-LJC (2)
3. 2024-FD-23-48-IGA-Pueblo-LJC (3)

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ORDINANCE NO. 10701

AN ORDINANCE APPROVING AND ACCEPTING A 2024 COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE OPIOID GRANT IN THE AMOUNT OF $9,580 FOR SYNTHETIC OPIATE POISONING INVESTIGATION AND DISTRIBUTION INTERDICTION, ESTABLISHING PROJECT NUMBER PS2403, BUDGETING AND APPROPRIATING GRANT FUNDS OF $9,580 TO SAID PROJECT, AND AUTHORIZING MAYOR GRAHAM TO EXECUTE THE GRANT AWARD LETTER AND RELATED DOCUMENTS

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept grants from the state government for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the Department of Public Safety, Division of Criminal Justice Grant program has tendered a Grant Award Letter ("Agreement") for Project No. 2024-FD-23-48 / Synthetic Opiate Poisoning Investigation and Distribution Interdiction Grant Program (Pueblo) in the amount of $9,580.00 upon conditions recited therein or incorporated therein by reference; and

WHEREAS, the State has made additional awards of funds in the past under previous grant agreements and the Police Department anticipates the award of additional funds in the future pursuant to this Agreement if the same are made available by the State; and

WHEREAS, acceptance of the Agreement for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare and safety of the citizens of the City; NOW, THEREFORE,

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

SECTION 1.

The Grant Award Letter (Intergovernmental Grant Agreement), DCJ Grant #: 2024-FD-23-48, ("Agreement") between the State of Colorado, Department of Public Safety, Division of Criminal Justice, and the City of Pueblo, a Municipal Corporation, for Synthetic Opiate Poisoning Investigation and Distribution Interdiction Grant Program, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement and any necessary documents or certifications in the name of and on behalf of the City, and the City Clerk shall affix the Seal of the City to and attest the same.

SECTION 3.

Project No. PS2403 is hereby established.

SECTION 4.

Grant funds in the amount of $9,580.00 shall be accepted pursuant to the Agreement and budgeted and appropriated to Project No. PS2403.

SECTION 5.

Pursuant to the Agreement, the State of Colorado, Department of Public Safety, Division of Criminal Justice ("State") may unilaterally amend the terms of the Agreement or the amount of grant funds pursuant to an updated Grant Award Letter or other change letter. In the event the State increases the grant award via such a letter, the additional funds may be accepted pursuant to this Ordinance and budgeted and appropriated into Project No. PS2403, where said funds shall only be expended and used for this project.

SECTION 6.

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

SECTION 7.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on April 22, 2024.

Final adoption of Ordinance by City Council on May 14, 2024.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 5/16/2024 | 8:39 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

DocuSigned by:
3A85950B7BCA462...
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

DocuSigned by:
7C02EBDFFC3D43C...

_____
City Clerk

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GRANT AWARD LETTER
(Intergovernmental Grant Agreement)
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Public Safety, Division of Criminal Justice	**DCJ Grant Number** 2024-FD-23-48
Grantee City of Pueblo	**Federal Unique Entity Identifier (UEI)** NJK3BNUDRHJ7
Grant Issuance Date (Start Date) The later of January 1, 2024 or the date the State Controller or an authorized delegate signs this Grant Letter	**Grant Expiration Date (End Date)** June 30, 2024
Grant Amount **Total for Fiscal Year 2024: $9,580**	**Grant Authority (State Authority)** The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507. C.R.S. 24-33.5-533. Synthetic Opiate Poisoning Investigation and Distribution Interdiction Grant Program

Grant Description
Pueblo Police Department seeks funding to increase the tools needed to investigate, enforce and prosecute opiate importation and distribution. The purchase of drug testing supplies will help PPD increase opioid arrests and officer safety, and reduce opioid use and deaths.

Grant Purpose
To provide grants to law enforcement agencies for the purpose of investigating deaths and serious injuries caused by illegal synthetic opiate poisoning and for disrupting synthetic opiate supplies.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Grant:

1. Exhibit A1, Sample Option Letter.
2. Exhibit A2, Sample Grant Funding Change Letter
3. Exhibit B, Grant Requirements.
4. Exhibit C, Special Conditions.
5. Exhibit D, Statement of Work.
6. Exhibit E, Budget.

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

1. Exhibit C, Special Conditions.
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit B, Grant Requirements.
4. Exhibit D, Statement of Work.
5. Exhibit E, Budget.

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SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

STATE OF COLORADO
Jared S. Polis, Governor
Department of Public Safety
Stan Hilkey, Executive Director

DocuSigned by:
Matthew M. Lunn, PhD
8C8341EFA6124C4...

By: Division of Criminal Justice
Matthew M. Lunn, Ph.D., Director

Date: 12/21/2023 | 6:21:54 PM PST

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Lyndsay J. Clelland
363D680603F0405...

By: Lyndsay J. Clelland, Contract and Grant Coordinator, Division of Criminal Justice

Effective Date: 12/21/2023 | 10:06:38 PM MST

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EXHIBIT E, BUDGET....1

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter in accordance with **§16.D**.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or

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in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the total reimbursement payable under this Grant Award Letter that corresponds to the Work satisfactorily completed, as determined by the State, less payments previously made. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Budget**" means the budget for the Work described in **Exhibit E, Budget**.

B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

C. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

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

E. "**Grant Award Letter**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

F. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

G. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.

H. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter.

I. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

J. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

K. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

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

M. "**Initial Term**" means the time period between the Grant Issuance Date and the Grant Expiration Date.

N. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

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O. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

P. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

Q. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

R. "**Services**" means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

S. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

T. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

U. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

V. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

W. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **procurement** relationship. The subcontractor provides goods or services for the benefit of the purchaser.

X. **"Subgrantee"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **grant** relationship. The beneficiary, not the purchaser, receives

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benefit from the work. There may be multiple tiers of subgrantees that do not include procurement transactions.

Y. "**Work**" means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

Z. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date.

B. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to and receives approval from the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

C. Close-Out

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as

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defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.C**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

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

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant then Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that subcontractor or subgrantee.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

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8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subgrantees and Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subgrantees or Subcontractors will or may receive the following types of data, Grantee or its Subgrantees or Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

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Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

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

E. Safeguarding PII

If Grantee or any of its Subgrantees or Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

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

10. INSURANCE

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

11. REMEDIES

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

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12. DISPUTE RESOLUTION

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

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13**.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

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

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq*. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

16. GENERAL PROVISIONS

A. Assignment

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

B. Captions and References

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

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

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D. Modification

The State may modify the terms and conditions of this Grant by issuance a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

i. The State may, at the State's discretion, issue an updated **Exhibit D, Statement of Work** and **Exhibit E, Budget** by Option Letter substantially equivalent to **Exhibit A1, Sample Option Letter** to reflect changes during the fiscal year. The provisions of the Option Letter shall become part of and be incorporated into this Grant.

ii. Grantee may terminate the grant if the Grantee cannot adhere to the approved **Exhibit D, Statement of Work** and **Exhibit E, Budget** as updated from time to time.

iii. The State may, at the State's discretion, use an Option Letter or Grant Funding Change letter substantially equivalent to **Exhibit A1, Sample Option Letter** or **Exhibit A2, Sample Grant Funding Change Letter** to modify the grant agreement. If exercised, the provisions of the Option Letter or Grant Funding Change Letter shall become part of and be incorporated into the grant agreement.

iv. The State may increase or decrease the quantity of goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.

v. The State may add or delete the goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** as long as the change does not change the overall scope of the approve grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.

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

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

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

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G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

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

J. Waiver

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

K. Accessibility

Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, *et seq*., C.R.S. Grantee shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at https://www.w3.org/TR/WCAG21/.

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EXHIBIT A1, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	**Original Agreement Number** Insert CMS number or Other Agreement Number of the Original Contract
Current Agreement Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $0.00	**Option Agreement Number** Insert CMS number or Other Agreement Number of this Option **Agreement Performance Beginning Date** Month Day, Year **Current Agreement Expiration Date** Month Day, Year

1. **OPTIONS:**
   A. Option to extend for an Extension Term
   B. Option to change the quantity of Goods under the Agreement
   C. Option to change the quantity of Services under the Agreement
   D. Option to modify Agreement rates
   E. Option to initiate next phase of the Agreement
2. **REQUIRED PROVISIONS:**
   A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
   B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
   C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
   D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
   E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.
3. **OPTION EFFECTIVE DATE:**
   F. The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE _____ By: Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval Option Effective Date:_____

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EXHIBIT A2, GRANT FUNDING CHANGE LETTER

State Agency Insert Department's or IHE's Full Legal Name	**Grant Funding Change Letter Number** Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	**Original Grant Number** Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $0.00	**Grant Funding Change Letter Contract Number** Insert CMS number or Other Contract Number of this Option **Contract Performance Beginning Date** Month Day, Year **Current Contract Expiration Date** Month Day, Year

1. GRANT FUNDING CHANGE

In accordance with **§Insert Section Number** of the Original Grant referenced above, the State Agency listed above commits the following funds to the grant:

A. The funding available for State Fiscal Year 20xx is Increased/Decreased by $Amount of Change, because Insert Reason For Change.

B. The total funding avail for all State Fiscal Years as of the effective date of this Grant Funding Change Letter is shown as the current contract maximum above.

2. TERMINOLOGY

All terminology used in this Grant Funding Change Letter shall be interpreted in accordance with the Original Grant referenced above.

3. NO ORDER FOR WORK

This Grant Funding Change Letter modifies the available funding only and does not constitute an order or authorization for any specific services or goods under the Grant.

4. GRANT FUNDING CHANGE LETTER EFFECTIVE DATE:

The effective date of this Grant Funding Change Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO
Jared S. Polis, Governor
INSERT-Name of Agency or IHE
INSERT-Name & Title of Head of Agency or IHE

_____
By: Name & Title of Person Signing for Agency or IHE

Date: _____

In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval

Grant Funding Change Letter Effective Date:_____

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EXHIBIT B, GRANT REQUIREMENTS

The following terms as used herein shall be construed and interpreted as follows:

1. AUDIT REQUIREMENTS

A. DUE DATE:

I. PROJECT START:

The Grantee must submit the most recent audit or financial review, including the corresponding governance/management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

II. PROJECT DURATION AND END:

The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier. Failure to do

B. REPORT/AUDIT TYPE:

I. If your entity expended $750,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)

II. ***[NOT APPLICABLE TO SUBGRANTEES AS DEFINED IN §3.DD. "SUBGRANTEE"]*** If your entity expends less than $750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:

1. Grantees that have revenue greater than $300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit.
2. Grantees that have revenue less than $300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

C. REPORT/AUDIT COSTS:

The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:

I. does not meet the applicable federal audit or DCJ standards;

II. is not submitted in a timely manner; or,

III. does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

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D. FAILURE TO COMPLY:

The grantee understands and agrees that DCJ or the federal awarding office (DOJ) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

2. ADDITIONAL REPORTING REQUIREMENTS

In addition to quarterly report requirements these grant funds may have additional report requirements. The additional reports may include, but is not limited to, reporting progress and statistics directly into a federal Performance Management Tool (PMT).

3. FINANCIAL AND ADMINISTRATIVE MANAGEMENT

A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.

B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.

C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at the Division of Criminal Justice Grants website. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

4. PROCUREMENT AND CONTRACTS

A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.

B. Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

5. AWARD CHANGE REQUESTS

A. Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Contract for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in the body of the Contract.

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EXHIBIT C, SPECIAL CONDITIONS

The following program specific requirements are imposed by the State concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

The Synthetic Opiate Poisoning Investigation and Distribution Interdiction Grant Program, referred to in this Section as the "grant program":

> The intent of the grant program is to provide grant funding to law enforcement agencies for the purpose of investigating deaths and serious injuries caused by illegal synthetic opiate poisoning and for disrupting synthetic opiate supplies.

Funds must be utilized for the following:

- Investigating deaths and serious injuries caused by illegal synthetic opiate poisoning;
- Investigating, enforcing, and prosecuting synthetic opiate importation and high-level distribution networks, including multijurisdictional and multistate investigations and enforcement operations, to reduce the supply of illegal synthetic opiates and precursor chemicals in Colorado;
- Technology, equipment, and training to enhance intelligence, information-sharing capabilities, and interagency collaboration among federal, state, and local law enforcement partners regarding synthetic opiate importation and high-level distribution networks;
- Analyzing emergent trends in markets, including the use of the postal service, private courier, commercial cargo, and the internet, for the import and distribution of illegal synthetic opiates through a systematic and standardized approach, including the use of novel, high-frequency, and real-time systems to enhance market surveillance.
- Law enforcement agencies that are awarded grants under the grant program may be subject to an audit by the state auditor to ensure that the grant money is used for the purposes articulated in this section.
- Agencies who are awarded a grant under the Synthetic Opiate Poisoning Investigation and Distribution Interdiction Grant Program are required to submit quarterly reports outlining expenditures of grant funds and to report on the status of Goals and Outcomes set forth by the grantee in the grant application. Funds shall be withheld if quarterly reports are not submitted in a timely and complete manner.

Additional Program Specific Conditions applicable to this Agreement.

1. Grantee and all Subgrantees or Subgrants shall comply with Colorado law including, SB20-200 (CO Secure Savings Program). https://treasury.colorado.gov/colorado-secure-savings-program

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EXHIBIT D, STATEMENT OF WORK

The Statement of Work contained within the DocuSign Envelope is incorporated herein.

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EXHIBIT E, BUDGET

The Budget and Budget Narrative contained within the DocuSign Envelope is incorporated herein.

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EXHIBIT D, STATEMENT OF WORK

Project Summary

Pueblo Police Department seeks funding to increase the tools needed to investigate, enforce and prosecute opiate importation and distribution. The purchase of drug testing supplies will help PPD increase opioid arrests and officer safety, and reduce opioid use and deaths.

Project Description

A drug significantly more potent and addicting than heroin is on the streets of Pueblo. Fentanyl, a synthetic opioid pain reliever – meant for severe pain from diseases like cancer – is not how people are using it.

Nationally, the death rate from these drugs has increased by 1,125% between 2011 and 2017, according to mortality data from the Centers for Disease Control and Prevention. While Fentanyl and other synthetic opioids are used in prescription drugs, these substances are increasingly being illegally manufactured and distributed with illegal drugs like heroin, with or without the user's knowledge, to increase its euphoric effects.
Pueblo Police Department (PPD) has recognized and accepted that to fight this epidemic, they play a vital role. The funding opportunity through HB22-1326 Fentanyl Accountability and Prevention, Synthetic Opiate Poisoning Investigation and Distribution Interdiction Grant Program affords PPD an opportunity to make a significant impact on its war on drugs.

Pending funding, it will be used to purchase MobileDetect, a new field drug testing kit produced by DetechaChem, that eliminates exposure to chemicals and broken glass and allow for the testing of trace substances. The Fentanyl test strips have high fentanyl detection specificity, detecting ultra-low trace levels of fentanyl in powders, pills, packaging materials, surface areas, paraphernalia and more. This allows presumptive testing to be completed at the time of contact and charges to be filled at that time, significantly increasing the number of arrests. Along with the above testing kits we will use the funding to purchase different types and sizes of Heat Sealable bags to help preserve drug evidence for safety of the officers and during court proceedings.

Goals & Outcomes

GOAL 1	
Goal 1:	Increase Officer Safety
Outcome 1.1	
Outcome:	Contactless field-testing kits will help to eliminate potential contact with Fentanyl and other dangerous drugs along with using Heat Sealed bags to help with the safe containment of the drugs.
Measurement:	Actual numbers and severity of injuries can be counted from reports made, but the real impact may be in anecdotal, qualitative information provided by narcotics officers.

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Timeframe:	01/01/24 - 06/30/24
GOAL 2	
Goal 2:	Increase opioid arrests during the 6-month grant period.
Outcome 2.1	
Outcome:	The addition of field testing kits and investigative tools will help increase this arrests.
Measurement:	Measured by the number of arrests made compared to previous 6 month.
Timeframe:	01/01/24 - 06/30/24

DocuSign

Certificate Of Completion

Envelope Id: A94A796D7EB448738661BBEF609E1820
Status: Completed
Subject: DCJ Grant - Fentanyl #2021-FD-23-48 - Pueblo's War on Opiates
Source Envelope:
Document Pages: 23
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
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Matthew M. Lunn, PhD matthew.lunn@state.co.us Security Level: Email, Account Authentication (None)	DocuSigned by: Matthew M. Lunn, PhD 8C8341EFA6124C4... Signature Adoption: Pre-selected Style Using IP Address: 174.231.86.17 Signed using mobile	Sent: 12/21/2023 9:17:25 AM Viewed: 12/21/2023 7:21:34 PM Signed: 12/21/2023 7:21:54 PM
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Lyndsay J. Clelland lyndsay.clelland@state.co.us Contract, Grant and Compliance Coordinator Division of Criminal Justice Security Level: Email, Account Authentication (None)	DocuSigned by: Lyndsay J. Clelland 363D680603F0405... Signature Adoption: Pre-selected Style Using IP Address: 184.96.171.189 Signed using mobile	Sent: 12/21/2023 7:21:56 PM Viewed: 12/21/2023 10:06:22 PM Signed: 12/21/2023 10:06:38 PM
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Cindy Johnson Cindya.johnson@state.co.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/21/2023 10:06:40 PM
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Signing Complete	Security Checked	12/21/2023 10:06:38 PM
Completed	Security Checked	12/21/2023 10:06:41 PM

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Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sarah.white@state.co.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to sarah.white@state.co.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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City Clerk's Office Item # R5

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE CREATING PART 21 OF SECTION 15-1-8 OF THE PUEBLO MUNICIPAL CODE REGULATING THE PARKING IN ELECTRIC MOTOR VEHICLE CHARGING STATIONS.

SUMMARY:

This ordinance empowers the City of Pueblo parking enforcement to issue citations for non-electric vehicles found parked in designated EV charging spaces.

Considering the growing need for prioritized access to electric vehicle (EV) charging spaces, the City of Pueblo seeks to implement more robust enforcement measures.

This ordinance aligns with the City's commitment to fostering a supportive environment for electric vehicle adoption and ensuring that charging infrastructure is readily accessible to those who require it. Implementing effective enforcement measures is crucial to maintaining the functionality and purpose of these spaces.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

With additional EV's on the road, access to charging stations is an issue of increasing concern. Currently, the City has no regulations prohibiting non-electric vehicles from parking in spaces designated for EV charging. Although the Colorado Revised Statutes have a provision making it a Class B traffic infraction to park in a spot designated as an EV charging station, local parking enforcers do not have the authority to write parking tickets for violation of state statutes, making this law difficult to enforce. This ordinance, following the language of the state statute, will make it enforceable within the City of Pueblo.

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FINANCIAL IMPLICATIONS:

Revenues generated from Non-Electric Vehicle impoundment fees would be deposited into the City's General Fund.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

If City Council does not approve this Ordinance, the procedures for non-electric vehicles parking in designated electric vehicle charging spaces will remain uncodified and not readily enforceable.

RECOMMENDATION:

Approve the ordinance.

ATTACHMENTS:

None

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ORDINANCE NO. 10702

AN ORDINANCE CREATING PART 21 OF SECTION 15-1-8 OF THE PUEBLO MUNICIPAL CODE REGULATING THE PARKING IN ELECTRIC MOTOR VEHICLE CHARGING STATIONS.

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

SECTION 1.

Section 15-1-8 (21) of the Pueblo Municipal Code is hereby created, which shall read as follows (brackets indicate matter being deleted, underscoring indicates new matter being added):

(21)

(1)

As used in this Section:

a. *Official Sign* shall mean a sign identifying a parking space for electric motor vehicle charging that cites this section.
b. *Plug-in electric motor vehicle* shall mean a motor vehicle that has received an acknowledgment for certification from the Federal Internal Revenue Service that the vehicle qualifies for the plug-in electric drive vehicle credit set forth in 26 U.S.C. Sec. 30D, as amended, or any successor statute; or any motor vehicle that can be recharged from an external source of electricity and that uses electricity stored in a rechargeable battery pack to propel or contribute to the propulsion of the vehicle's drive wheels.

(2)

The owner of public or private property may install official signs that identify a parking space as a dedicated charging station. The installation operates as a waiver of any objection the owner may assert concerning enforcement of this section. A police officer or specially-commissioned officer may enforce this section on private property.

(3)

a. A person shall not park a motor vehicle within a parking space designated for charging a plug-in electric motor vehicle unless the motor vehicle is a plug-in electric motor vehicle.
b. Except as provided in subsection (4) of this section, a person shall not park a plug-in electric motor vehicle in a parking space with a dedicated charging connector for the parking space unless the person is parked in the charging station for the purpose of charging the plug-in electric motor vehicle.
c. A plug-in electric motor vehicle is rebuttably presumed to not be charging if the motor vehicle is:
    i. Parked in a charging station parking space with a dedicated charging connector for the space; and

ii. Not continuously and electrically connected to the charger for longer than thirty (30) minutes.

(4)

a. A person may park a plug-in electric motor vehicle at a charging station after the motor vehicle is fully charged in a parking lot:
   i. That serves a lodging business if the person is a client of the lodging business and has parked the plug-in electric motor vehicle in the lot to charge overnight;
   ii. That serves an airport if the person is a client of the airport and has parked the plug-in electric motor vehicle in the lot to charge when traveling; or
   iii. Between the hours of 11 p.m. and 5 a.m.
b. The exception in subsection (4)(a) of this section is an affirmative defense to a violation of subsection (3) of this section.

(5)

Any person who violates this section commits a Class 2 municipal offense with a fine to be set by Administrative Order of the Pueblo Municipal Court

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective 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 April 22, 2024.

Final adoption of Ordinance by City Council on May 14, 2024.

DocuSigned by:
Mark Aliff
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President of City Council

Action by the Mayor:

☒ Approved on 5/16/2024 | 8:41 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

DocuSigned by:

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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

DocuSigned by:

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City Clerk

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City Clerk's Office Item # R6

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE CREATING ARTICLE IX OF CHAPTER 1 OF TITLE XI WITHIN THE PUEBLO MUNICIPAL CODE, ADDING SECTIONS 11-1-901 THROUGH 11-1-904 THERETO, ENACTING PROVISIONS AND PROHIBITIONS WITH RESPECT TO CERTAIN GAMING AND GAMBLING DEVICES, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF

SUMMARY:

Attached for consideration is a set of new Code provisions with respect to certain gaming and gambling devices. These provisions will allow for enforcement through the Municipal Court.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Limited gaming is authorized within the cities of Central, Black Hawk, and Cripple Creek under Article XVIII, Section 9 of the Colorado Constitution. In 2015, the Colorado Assembly determined there was a need for additional legislation with respect to simulated gambling devices, and subsequently passed HB15-1047. Despite state law prohibiting the offering of such simulated gambling devices, and through independent investigation, the Pueblo Police Department has determined such devices are in use within the City of Pueblo. This Ordinance seeks to give municipal enforcement authority to the Pueblo Police Department and jurisdiction to the Pueblo Municipal Court.

FINANCIAL IMPLICATIONS:

The financial implications are unknown at this time. Enforcement of these provisions may result in criminal prosecutions being instituted in Municipal Court which may

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increase costs to some degree. The provisions under consideration allow for the confiscation of the devices and gambling proceeds. Any gambling proceeds forfeited by order of the Municipal Court are to be remitted to the City's general fund. Additionally, it is anticipated that these ordinances will lead to a reduction in other crimes associated with such activities.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Council can choose to reject the proposed provisions and violations thereof will not be enforceable in Municipal Court.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

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ORDINANCE NO. 10703

AN ORDINANCE CREATING ARTICLE IX OF CHAPTER 1 OF TITLE XI WITHIN THE PUEBLO MUNICIPAL CODE, ADDING SECTIONS 11-1-901 THROUGH 11-1-904 THERETO, ENACTING PROVISIONS AND PROHIBITIONS WITH RESPECT TO CERTAIN GAMING AND GAMBLING DEVICES, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF

WHEREAS, City of Pueblo ("City") is a Colorado home rule municipality, with all powers and authority vested under Colorado law; and

WHEREAS, the use of simulated gambling devices is prohibited by state law; and

WHEREAS, the State of Colorado has declared through the Legislature that there is a close relationship between professional gambling and other crime; and

WHEREAS, City finds it is in the best to restrain all persons from seeking profit from gambling activities; to safeguard the public against the evils induced by common gamblers and common gambling houses; and at the same time to preserve the freedom of the press and to avoid restricting participation by individuals in sport and social pastimes which are not for profit, do not affect the public, and do not breach the peace; and

WHEREAS, the absence of regulation and ongoing governmental oversight presents a danger to consumers within the City, putting at risk the financial resources of vulnerable persons and customers who have no avenue of appeal when there are questionable practices by the operators of these sites; and

WHEREAS, the Pueblo Police Department has investigated and determined that simulated gambling devices are being used within the City and associated with other crimes; NOW THEREFORE,

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

SECTION 1.

Article IX of Chapter 1 of Title XI of the Pueblo Municipal Code is hereby created and enacted to read as follows:

ARTICLE IX – Gambling Devices

SECTION 2.

Section 11-1-901 of the Pueblo Municipal Code is hereby enacted to read as follows:

Sec. 11-1-901. – Definitions.

As used in this Code, unless the context otherwise requires:

(a) ***Electronic gaming machine*** **means an electrically or electronically operated machine or device that is used by a sweepstakes entrant and that displays the results of a game entry or game outcome to a participant on a screen or other mechanism at a business location, including a private club, that is owned, leased, or otherwise possessed, in whole or in part, by a person conducting the sweepstakes or by that person's partners, affiliates, subsidiaries, agents, or contractors. A device qualifies under this code if any part, program, game or the like qualify. The term includes a machine or device that:**

(1) Uses a simulated game terminal as a representation of the prizes associated with the results of the sweepstakes entries;

(2) Uses software that simulates a game that influences or determines the winning or value of the prize, or appears to influence or determine the winning or value of the prize;

(3) Selects prizes from a predetermined, finite pool of entries;

-

(4) Uses a mechanism that reveals the content of a predetermined sweepstakes entry;

-

(5) Predetermines the prize results and stores those results for delivery when the sweepstakes entry is revealed;

-

(6) Uses software to create a game result;

-

(7) Requires a deposit of any currency or token or the use of any credit card, debit card, prepaid card, or other method of payment to activate the machine or device;

-

(8) Requires direct payment into the machine or device or remote activation of the machine or device upon payment to the person offering the sweepstakes game;

-

(9) Requires the purchase of a related product at additional cost in order to participate in the sweepstakes game or makes a related product available for no cost but under restrictive conditions;

-

(10) Reveals a sweepstakes prize incrementally even though the progress of the images on the screen does not influence whether a prize is awarded, or the value of any prize awarded; or

-

(11) Determines and associates the prize with an entry or entries at the time the sweepstakes is entered.

(b) ***Enter or entry*** **means the act or process by which a person becomes eligible to receive a prize offered in a sweepstakes.**

(c) ***Entrant*** **means a person who is or seeks to become eligible to receive a prize offered in a sweepstakes (as defined by this Code).**

(d) ***Gain*** **means the direct realization of winnings.**

(e) ***Gambling*****, whether used alone or as part of the phrase** ***simulated gambling*** **or** ***simulated gambling device*****, means risking any money, credit, deposit, or other thing of value for gain contingent in whole or in part upon lot, chance, the operation of a**

gambling device, or the happening or outcome of an event, including a sporting event, over which the person taking a risk has no control, but does not include:

(1) Bona fide contests of skill, speed, strength, or endurance in which awards are made only to entrants or the owners of entries, in the case of electronic gaming this Subsection 1 of Section e does not apply;

(2) Bona fide business transactions which are valid under the law of contracts;

(3) Other acts or transactions now or hereafter expressly authorized by law;

(4) Any game, wager, or transaction that is incidental to a bona fide social relationship, is participated in by natural persons only, and in which no person is participating, directly or indirectly in professional gambling;

(5) Any use of or transition involving a crane game, as defined in section 44-39-109(9) of the Colorado Revised Statutes, as revised;

(6) Sports Betting conducted in accordance with 44-30-1501 et. seq. of the Colorado Revised Statutes and applicable rules of the limited gaming control commission.

(f) *Prize* means a gift, award, gratuity, good, service, credit, or anything else of value, including a thing of value for a gain, as defined in this section, that may be transferred to an entrant, whether or not possession of the prize is actually transferred or placed on an account or other record as evidence of the intent to transfer the prize. Prize does not include:

(1) Free or additional play;

(2) Any intangible or virtual award that cannot be converted into money, goods, or services; or

(3) A paper or electronic coupon, whether issued to a player as a single ticket or token or as multiple tickets or tokens, that is won in return for a single play of a device; has a value that does not exceed the equivalent of twenty-five dollars; cannot be exchanged or returned for money, monetary credits, or any financial consideration; and cannot be used to acquire or exchanged for any product that is, contains, or can be used as a constituent part of or accessory for:

1. Alcohol beverages;

2. Tobacco, tobacco products, marijuana, or smoking; or

3. Firearms or ammunition.

(g) *Gambling Premises* means any building, room enclosure, vehicle, vessel, or other place, whether open or enclosed, used or intended to be used for professional gambling. In the application of this definition, any place where a gambling device is found is presumed to be intended to be used for professional gambling.

(h) *Gambling Proceeds* means all money or other things of value at stake or displayed in on in connection with professional gambling.

(i) *Professional Gambling* means:

(1) Aiding or inducing another to engage in gambling, with the intent to derive a profit therefrom; or

(2) Participating in gambling and having, other than by virtue of skill or luck, a lesser chance of losing or a greater chance of winning than one or more of the other participants.

(j) *Profit* means any other realized or unrealized benefit, direct or indirect, including without limitation benefits from proprietorship, management, or unequal advantage in a series of transactions.

(k) *Simulated gambling device* means a mechanically or electronically operated machine, network, system, program, or device that is used by an entrant and that displays simulated gambling displays on a screen or other mechanism at a business location, including a private club, that is owned, leased, or otherwise possessed, in whole or in part, by a person conducting the game or by that person's partners, affiliates, subsidiaries, agents, or contractors; except that the term does not include bona fide amusement devices, as authorized in Pueblo Municipal Code 9-6-1 et. seq., that pay nothing of value, cannot be adjusted to pay anything of value, and are not used for gambling. Simulated *gambling device* includes:

(1) A video poker game or any other kind of video card game;

(2) A video bingo game;

(3) A video craps game;

(4) A video keno game;

(5) A video lotto game;

(6) A video roulette game;

(7) A pot-of-gold;

(8) An eight-liner;

(9) A video game based on or involving the random or chance matching of different pictures, words, numbers, or symbols;

(10) An electronic gaming machine, including a personal computer of any size or configuration that performs any of the functions of an electronic gaming machine;

(11) A slot machine, where results are determined by reason of the skill of the player or the application of the element of chance, or both, as provided by Section 9 (4)(c) of Article XVIII of the Colorado constitution; and

(12) A device that functions as, or simulates the play of, a slot machine, where results are determined by reason of the skill of the player or the application of the element of chance, or both, as provided by Section 9 (4)(c) of Article XVIII of the Colorado constitution.

(13) *Simulated gambling device* does not include any pari-mutuel totalisator equipment that is used for pari-mutuel wagering on live or simulcast racing events and that has been approved by the State of Colorado director of the division of racing events for entities authorized and licensed under Article 32 of Title 44 of the Colorado Revised Statutes.

(j) *Slot Machine* means any mechanical, electric, video, electronic, or other device, contrivance, or machine which, after insertion of a coin, token, or similar object, or upon payment of any required consideration whatsoever by a player, is available to be played or operated, and that, whether by reason of the skill of the player or application of the element of chance, or both may deliver or entitle the player operating the machine to receive cash premiums, merchandise, tokens, or redeemable game credits, or any other thing of value other than unredeemable free games, whether the payoff is made automatically from the machines or in any other manner. Slot machine does not include:

(1) A vintage slot machine model that was introduced on the market before 1984, does not contain component parts manufactured in 1984 or thereafter, and is not used for gambling purposes or in connection with limited gaming; or

(2) Crane games.

(j) *Sweepstakes* means any game, advertising scheme or plan, or other promotion that, with or without payment of any consideration, allows a person to enter to win or become eligible to receive a prize.

(k) *Vintage Slot Machine* means any model slot machine that was introduced on the market prior to January 1, 1984.

SECTION 3.

Section 11-2-902 of the Pueblo Municipal Code is hereby enacted to read as follows:

Sec. 11-1-902. Gaming Prohibition – penalties - exemptions.

(a) Gambling prohibited. It shall be unlawful for any person to engage in gambling, or professional gambling as defined by this Code. Gambling is a Class 2 municipal offense.

(b) Possession of a gambling device. It shall be unlawful for any person to own, manufacture, sell, transport, possess or engage in any transaction designed to affect the ownership, custody, or use of a gambling device, knowing that it is to be used in professional gambling. Possession of a gambling device is a Class 1 municipal offense.

(c) Gambling premises. It shall be unlawful for any person, as owner, lessee, agent, employee, operator or occupant, knowingly to maintain or aid or permit the maintaining of a gambling premises. Violation of this subsection is a Class 1 municipal offense.

SECTION 4.

Section 11-2-903 of the Pueblo Municipal Code is hereby enacted to read as follows:

Sec. 11-1-903. Electronic Gaming – Prohibition – penalties - exemptions.

(a) A person commits unlawful offering of a simulated gambling device if the person offers, facilitates, contracts for, or otherwise makes available to or for members of the public or members of an organization or club any simulated gambling device where:

(1) The person receives, directly or indirectly, a payment or transfer of consideration in connection with an entrant's use of the simulated gambling device, admission to premises on which the simulated gambling device is located, or the purchase of any product or service associated with access to or use of the simulated gambling device, regardless of whether consideration in connection with such use, admission, or purchase is monetary or nonmonetary and regardless of whether it is paid or transferred before the simulated gambling device is used by an entrant; and

(2) As a consequence of, in connection with, or after the play of the simulated gambling device, an award of a prize is expressly or implicitly made to a person using the device.

(b) Unlawful offering of a simulated gambling device is a Class 1 municipal offense.

(c) Without regard to any penalty imposed under subsections (2) and (3) of this section, the City Attorney may apply to a court of competent jurisdiction for appropriate additional relief, including:

(1) Injunctive relief to restrain and enjoin violations of this article;

(2) Such other and further relief as is available at law or in equity.

(d) The remedies set forth in this article shall not be exclusive, shall be cumulative, and shall be in addition to any other relief or penalty imposed upon the person in violation. City may further abate, seize or declare a nuisance the devices, or proceeds, or both. City may suspend or revoke any business license issued to those businesses associated with a gaming premises whether they own the devices or not including, but not limited to business, liquor, marijuana, and tobacco licenses.

(e) Conducting or assisting in the conduct of gaming wagering activities and live or simulcast racing and pari-mutuel wagering activities otherwise authorized by Colorado law is not a violation of this section.

(f) Nothing in this section:

(1) Prohibits, limits, or otherwise affects any purchase, sale, exchange, or other transaction related to stocks, bonds, futures, options, commodities, or other similar instruments or transactions occurring on a stock or commodities exchange, brokerage house, or similar entity; or

(2) Limits or alters the application of the requirements for sweepstakes, contests, and similar activities that are otherwise established under the laws of this state.

(g) The provision of internet or other online access, transmission, routing, storage, or other communication-related services or website design, development, storage, maintenance, billing, advertising, hypertext linking, transaction processing, or other site-related services by a telephone company, internet service provider, software developer

or licensor, or other party providing similar services to customers in the normal course of its business does not violate this section even if those customers use the services to conduct a prohibited game, contest, lottery, or other activity in violation of this article; except that this subsection (8) does not exempt from criminal prosecution or civil liability a software developer, licensor, or other party whose primary purpose in providing such service is to support the offering of simulated gambling devices.

SECTION 5.

Section 11-2-904 of the Pueblo Municipal Code is hereby enacted to read as follows:

Sec. 11-1-904. Seizure of gambling devices, proceeds.

(a) All gambling devices, instruments and things used for the purpose of gambling, as well as gambling proceeds, are hereby declared to be contraband and shall be subject to seizure by any peace officer and may be confiscated and destroyed by order of any judge of the Municipal Court. All gambling proceeds shall be forfeited to the City and transferred by court order to the general fund of the City.

(b) If a gambling device is a vintage slot machine and is not operated for gambling purposes for profit or for business purposes, it shall not be confiscated or destroyed pursuant to Subsection 1 of this section. If a gambling device is confiscated and the owner shows the Municipal Court that such gambling device is a vintage slot machine and is not sued for gambling purposes, the Court shall order such vintage slot machine returned to the person from whom it was confiscated.

SECTION 6.

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

SECTION 7.

This Ordinance shall become effective 30 days after final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on April 22, 2024.

Final adoption of Ordinance by City Council on May 14, 2024.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 5/16/2024 | 8:40 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

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DocuSigned by:

3A85950B7BCA462...

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

DocuSigned by:

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City Clerk

DocuSign Envelope ID: A3CED776-2CF4-40A6-9819-080495EED280

City Clerk's Office Item # R7

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Mark Aliff, President

SUBJECT: AN ORDINANCE AMENDING ARTICLE 1 THROUGH 6 OF CHAPTER 6 OF TITLE IX WITHIN THE PUEBLO MUNICIPAL CODE, MODIFYING LICENSING AND FEES FOR COIN-OPERATED AMUSEMENT DEVICES AND COIN-OPERATED MUSIC MACHINES.

SUMMARY:

Attached for consideration is a proposed amendment of the Pueblo Municipal Code 9-6-1 through 9-6-6 regarding licensing fees and requirements for coin-operated amusement devices and coin-operated music machines.

PREVIOUS COUNCIL ACTION:

This portion of the Pueblo Municipal Code was written in 1957 and does not appear to have been modified since.

BACKGROUND:

Currently, a coin-operated music device or amusement device requires an annual $15 license sticker along with an annual license fee for the business. Each time a machine is replaced, either because it needs repair or otherwise, a new sticker must be purchased. These fees are burdensome to licensees.

City does collect revenue tax from rental of spaces for such devices, therefore, it is important to know the number and location of said devices, while knowing the exact machine in that location is not as critical.

City needs to emphasize that abolishing the $15 license sticker fee does not mean that a licensee can have so many devices as to violate other regulations such as fire and safety codes at a location.

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FINANCIAL IMPLICATIONS:

City will no longer collect a $15 license sticker fee per machine.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Not approving these changes will require all devices to still obtain the $15 license sticker including when swapping one device for another and continue to burden business.

RECOMMENDATION:

Accept the changes.

ATTACHMENTS:

None

DocuSign Envelope ID: A3CED776-2CF4-40A6-9819-080495EED280

ORDINANCE NO. 10704

AN ORDINANCE AMENDING ARTICLE 1 THROUGH 6 OF CHAPTER 6 OF TITLE IX WITHIN THE PUEBLO MUNICIPAL CODE, MODIFYING LICENSING AND FEES FOR COIN-OPERATED AMUSEMENT DEVICES AND COIN-OPERATED MUSIC MACHINES.

WHEREAS, City of Pueblo ("City") has certain regulations on coin operated amusement devices that license individual devices; and

WHEREAS, City has determined that the current licensing requirements put an undue burden on businesses; and

WHEREAS, City collects revenue from rental of these types of devices and, therefore, has an interest in tracking the number and location of said devices; NOW, THEREFORE,

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

SECTION 1.

Sec. 9-6-1. Definitions.

a. *Coin-operated music machine* or *music machine* shall mean any mechanical device for music production operated by coins, tokens, slugs or similar means, for use of the public within the City, in a public or quasi-public place or in any building, store or other place where the public is invited, wherein the public may enter, or where the public customarily resorts. The first group of ten (10) (or less) receiving sets for coins, tokens, slugs or similar means, connected directly or indirectly (including telephone connection) with one (1) common music production source is hereby defined as one (1) music machine.
b. *Coin-operated amusement device* shall mean any mechanical device or contrivance operated by coins, tokens, slugs or similar means, for the sole purpose of amusement and without other return, except replays, for consideration of the coin or other thing deposited, and for use of the public within the City in any public place or quasi-public place, or in any building, store or other place where the public is invited, wherein the public may enter, or where the public customarily resorts, operated by such coins or other such means, except coin-operated music machines as herein defined.
c. *Dealer* shall mean any person on whose premises as proprietor thereof, the amusement device or music machine of an operator is placed for use.
d. *Operator* shall mean any person using, renting or offering for use or rent, music machines or amusement devices for use on premises not under control of the operator, but under the control of a dealer, as herein defined.
e. *Owner* shall mean any person owning or controlling less than three (3) amusement devices or music machines used on premises under the control of such person.

Sec. 9-6-2.

It shall be unlawful for any person to use, rent or display for use within the City, any music

machine or coin-operated amusement device, without a license and the presence of a machine on the premises shall be conclusive evidence that a license is required. Upon application to the License Officer, there shall be issued an annual license and other insignia, subject to the limitations hereinafter set forth. Such application shall state the aggregate number of music machines and amusement devices to be authorized by the license, a **general** description of such machines [by name and model], and the addresses and names of the establishments where such machines are to be in use.

Sec. 9-6-3. Fees.

a. Operators:

1. For music machines: seventy-five dollars ($75.00) per year and, [in addition thereto, fifteen dollars ($15.00) per year for each machine covered by the application and license; plus one dollar ($1.00) for each receiving set for coins, tokens, slugs or similar means, in excess of ten (10) connected directly or indirectly (including telephone connection) with one (1) common music production source.]
2. For coin-operated amusement devices: one hundred twenty-five dollars ($125.00) per year [and, in addition thereto, fifteen dollars ($15.00) per year, for each machine covered by such application and license].
3. [It shall be unlawful for any operator to place in such amusement devices or music machines in excess of the aggregate number stated in his or her license; but additions may be made to such number licensed by application to the License Officer, and payment for the additional amusement devices at the rate of fifteen dollars ($15.00) per year per machine, to be prorated for the unexpired term of such license.]

b. Owner:

1. The applicant for an owner's license shall pay to the City an owner's license fee **of seventy-five dollars ($75.00) per year.** [graduated upon the number of machines listed in such owner's application, as follows, to wit: thirty dollars ($30.00) per year for each amusement device or music machine used.]
2. It shall be [unlawful] **a Class 2 municipal offense** for any owner to use or place in use amusement devices or music machines in excess of the number stated in his or her license **or in locations not listed on the license. A licensee may amend or update their license throughout the year to inform City of the location and number of devices.** [; but additions may be made to such number licensed by application to the License Officer and payment for the additional amusement devices at the rate of thirty dollars ($30.00) per year per machine, to be prorated for the unexpired term of said license.]

Sec. 9-6-4. Payment, [times] timelines; information; refund; insignia.

a. All license fees herein required shall be annual license fees due and payable in advance on January 1 of each calendar year and shall be delinquent on the succeeding February 1 of each calendar year; and no license shall be issued to any person unless required license fees due and accrued shall be paid. No refund shall be made upon revocation of licenses, or cessation of use of any or all such amusement devices thereunder.
b. [In addition to the usual license, the License Officer shall issue a decal or insignia for each machine licensed which shall be placed on the amusement device or music machine in such a manner as to be plainly visible to any person inserting a coin into or playing upon such machines. In the case of a machine with multiple receiving sets, only

the principal receiving set shall be so identified. Such insignia shall be numbered and shall clearly show the year for which the same is effective. No outdated insignia shall be permitted to remain visible upon any machine.]

Sec. 9-6-5. Nuisance; revocation; refund; transfer of music machines.

a. Every person shall be responsible for the use of such a machine on his or her premises and shall so use and control the same as not to create a public annoyance and disturbance to property owners or residents of the locality. Upon complaint, notice thereof by the City Council to the licensee and dealer, and such hearing thereon by the City Council as the City Council may reasonably prescribe, the use of any music machine or amusement device may be limited or prohibited. In case of prohibition thereof by the City Council of the use of a machine in any locality, the amount of the license fee for such machine shall be refunded on a pro-rata basis for the unexpired term of such license.
b. Nothing herein shall be construed to prevent a licensee from replacing, exchanging or transferring **the location of** music machines **or coin operated amusement devices, provided the location and number of devices or machines is declared on the license. [**from one (1) place covered by a license to another such place, provided that the number used in each such place does not exceed the number licensed for such place.]
c. **All licensees are still required to comply with all applicable laws, regulations and ordinances, including, but not limited to, fire, safety, tax. Failure to comply with any law, regulation and ordinance could result in revocation of any and all City issued licenses including business, tobacco, and liquor licenses. Additionally, City may further abate, seize or declare a nuisance the coin-operated music machine or coin-operated amusement devices or both, including proceeds.**

Sec. 9-6-6. Gambling; revocation; transfer of amusement devices/machines.

Every person shall be responsible for the use of such music machines or amusement devices on his or her premises. The use of any machine, directly or indirectly, for the purpose of gambling or gain other than amusement, shall constitute a violation of this Code. Upon complaint of such violation by any person, including police officials, such reasonable notice thereof to the licensee, and hearing thereof by the License Officer, the use of any such amusement devices at the place of any dealer or owner as herein defined may be prohibited and any license pertaining thereto may be suspended or revoked.

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 30 days after final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on April 22, 2024.

Final adoption of Ordinance by City Council on May 14, 2024.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 5/16/2024 | 8:38 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

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_____

DocuSigned by:
3A85950B7BCA462...
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

DocuSigned by:
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City Clerk

DocuSign Envelope ID: 83A41C6C-13EE-4005-A61A-06A63256CFC8

City Clerk's Office Item # R8

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor
Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY CONVERTING ONE (1) VACANT FULL-TIME INTERNAL AUDITOR POSITION TO A NEW CLASSIFICATION ENTITLED NON-PROFIT COMPLIANCE COORDINATOR WITHIN THE AUTHORIZED STAFFING LEVELS OF THE MAYOR'S OFFICE

SUMMARY:

The previous administration established the position of Internal Auditor during the 2023 budget process. To date, the position has never been posted or filled. This ordinance would convert the vacant position of Internal Auditor to a new classification entitled Non-Profit Compliance Coordinator. This position will be responsible for tracking, vetting, and monitoring compliance of non-profit organizations that receive funding from the City of Pueblo through either the annual budget process or off-cycle funding requests occurring during the year.

This position will be a classified, non-bargaining position and will be subject to all hiring procedures under Civil Service rules and regulations.

PREVIOUS COUNCIL ACTION:

On December 11, 2023, Ordinance No. 10613 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2024.

BACKGROUND:

The following chart shows the non-departmental funding allocated by the City to various non-profit organizations and to various agencies through specific contracts, such as animal control, CSAC, Pueblo Zoo, Colorado Municipal League etc. Since 2021, the budget allocation for this line item has increased over two million dollars or over 38%.

2021 Actual	2022 Actual	2023 Actual	2024 Revised Budget
$ 5,840,644.18	$ 6,946,883.65	$ 7,510,725.25	$ 8,065,619.00

The City of Pueblo is responsible for ensuring the taxpayer funding received by non-profits and other non-departmental organizations is expended in a manner consistent with the outlined request or contractual agreement. This is particularly important in instances where a contractual relationship is not in place. Historically, there has not been a dedicated staff person to manage this important compliance function for the City of Pueblo. Therefore, the Mayor requests that the never-filled Internal Auditor position be converted to the full-time position of Non-Profit Compliance Coordinator for this purpose. In addition to developing a standardized funding request process for outside agencies to use for all City of Pueblo funding requests, the position will then measure the performance of programs and provide recommendations regarding funding and will report on whether the funding was used for the committed purposes.

The position will coordinate all non-departmental budget requests by performing due diligence on behalf of the City with respect to the requestors' financial position, board governance, level of sustainability, and review of status with the City, Secretary of State's office and other regulatory agencies with respect to licensing and compliance status. Additionally, the position will be responsible for developing a standardized reporting instrument, requirements, and frequency of required reporting for agencies awarded funding to be submitted to the City about the use of approved funds. While the position will not be a sitting member on the Community Services Advisory Commission (CSAC), the position will attend meetings of the commission and will monitor funding granted through that process to determine if duplicate funding is being requested of the City. Connected to that review will be the responsibility to cultivate an understanding of community funding resources beyond those provided by the City of Pueblo to support outside agency needs.

The addition of this compliance position is an important first step in better understanding, monitoring, and providing the Mayor and City Council with timely, accurate information needed to make informed decisions with respect to outside agency funding requests moving forward.

FINANCIAL IMPLICATIONS:

There is no net change in staffing for the Mayor's Office as a result of these changes and no additional funding is required. Annual savings of approximately $23,182 per year will be realized due to the conversion of the vacant Internal Auditor position.

ESTIMATED COST

Non-Profit Compliance Coordinator

Cost Item	Approximate Annual Cost	Estimated Actual Cost 2024 (6 months)
Salary	$ 67,432	$ 33,716
Retirement (PERA)	$ 9,575	$ 4,788
Health Insurance	$ 23,275	$ 11,638
Dental Insurance	$ 296	$ 148
Life Insurance	$ 72	$ 36
Medicare	$ 978	$ 489
Estimated Position Cost per position	$ 101,629	$ 50,814
Internal Auditor Off-Set Funding	$ 124,811	$ 62,405
Total Savings	*$ (23,182)*	*$ (11,591)*

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BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no action alternative would be to retain staffing levels as they are, which is not operationally efficient.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

DocuSign Envelope ID: 83A41C6C-13EE-4005-A61A-06A63256CFC8

ORDINANCE NO. 10705

AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY CONVERTING ONE (1) VACANT FULL-TIME INTERNAL AUDITOR POSITION TO A NEW CLASSIFICATION ENTITLED NON-PROFIT COMPLIANCE COORDINATOR WITHIN THE AUTHORIZED STAFFING LEVELS OF THE MAYOR'S OFFICE

WHEREAS, it is necessary to revise the positions for the ultimate efficiency and functionality for the City of Pueblo Mayor's Office; NOW THEREFORE,

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

SECTION 1.

The following section captioned "Mayor's Office " of Ordinance No. 10613, being the 2024 Staffing Ordinance, is amended as follows:

Mayor's Office	
Mayor	1
Chief of Staff	1
Deputy Mayor	1
Administrative Assistant	1
Director/Just Transitions Program	1
Director/Public Affairs	1
Grant & Resource Development Administrator	1
Grant Coordinator/Financial Empowerment	1
Food Project Coordinator	1
[Internal Auditor] Non-Profit Compliance Coordinator	1
Outdoor Recreation Administrator	1
Secretary to the Mayor	1
Total	**12**

SECTION 2.

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

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2024 Budget and staffing with respect to the number and allocation of positions within the Mayor's Office and shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on April 22, 2024.

Final adoption of Ordinance by City Council on May 14, 2024.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 5/16/2024 | 8:38 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

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_____

DocuSigned by:
3A85950B7BCA462...
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

DocuSigned by:
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City Clerk

DocuSign Envelope ID: DDC64969-23DE-4FFE-90CC-9FB170D9EBC0

City Clerk's Office Item # R9

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor
Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2024 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR NON-PROFIT COMPLIANCE COORDINATOR

SUMMARY:

Attached for consideration is an amended Pay Plan Ordinance that reflects the addition of the pay rate and salary schedule for the classification of Non-Profit Compliance Coordinator.

PREVIOUS COUNCIL ACTION:

On December 11, 2023, Ordinance No.10614 was approved by City Council. This Ordinance provided the classification and pay plan for fiscal year 2024.

BACKGROUND:

This position will be responsible for tracking, vetting, and monitoring compliance of non-profit organizations and non-departmental outside agencies that receive funding from the City of Pueblo through either the annual budget process or off-cycle funding requests occurring during the year.

This position will be a classified, non-bargaining position and will be subject to all hiring procedures under Civil Service rules and regulations.

FINANCIAL IMPLICATIONS:

No additional funding is required in 2024 to fill this position.

ESTIMATED COST

Non-Profit Compliance Coordinator

Cost Item	Approximate Annual Cost	Estimated Actual Cost 2024 (6 months)
Salary	$ 67,432	$ 33,716
Retirement (PERA)	$ 9,575	$ 4,788
Health Insurance	$ 23,275	$ 11,638
Dental Insurance	$ 296	$ 148
Life Insurance	$ 72	$ 36
Medicare	$ 978	$ 489
Estimated Position Cost per position	$ 101,629	$ 50,814
Internal Auditor Off-Set Funding	$ 124,811	$ 62,405
Total Savings	*$ (23,182)*	*$ (11,591)*

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The suggested change establishes the 2024 salary range for the classification of Non-Profit Compliance Coordinator. If this ordinance is not approved, and assuming the establishment of the position is approved, no salary range will be associated with the classification and the position cannot be filled.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

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ORDINANCE NO. 10706

AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2024 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR NON-PROFIT COMPLIANCE COORDINATOR

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

SECTION 1.

Section 6-5-16 (B) of Chapter 5, of Title VI, of the Pueblo Municipal Code referencing the Fiscal Year 2024 pay scale for the classification of Non-Profit Compliance Coordinator.

6-5-16. Schedule, classification, work week and monthly salary.

The following shall constitute:

B. The monthly pay range for the classification of Non-Profit Compliance Coordinator for 2024

CLASS TITLE	*BASE SALARY*	*MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)*					
(B) ADMINISTRATIVE							
Non-Profit Compliance Coordinator	5619.36	5920.95	6254.63	6598.01	6961.04	7343.73	7747.60

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on April 22, 2024.

Final adoption of Ordinance by City Council on May 14, 2024.

DocuSigned by:
Mark Aliff
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President of City Council

Action by the Mayor:

☒ Approved on 5/16/2024 | 8:37 AM MDT.

☐ Disapproved on _____ based on the following objections:

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DocuSigned by:
3A85950B7BCA462...
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

DocuSigned by:
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City Clerk

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City Clerk's Office Item # R10

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor
Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY CONVERTING ONE (1) FULL-TIME VACANT POSITION ENTITLED FOOD PROJECT COORDINATOR TO A POSITION ENTITLED MARKETING AND SOCIAL MEDIA SPECIALIST WITHIN THE AUTHORIZED STAFFING LEVELS AT THE MAYOR'S OFFICE

SUMMARY:

The Mayor requests the conversion of one (1) full-time vacant position currently entitled Food Project Coordinator to a new position entitled Marketing and Social Media Specialist within the Mayor's Office. The Food Project Coordinator vacancy is eligible for conversion as the Pueblo Food Project program and staff have exited the City organization as of March 31, 2024, and are now a standalone entity.

The new position of Marketing and Social Media Specialist will provide critical staff support with respect to marketing, branding, videography, and social media presence city-wide. This position will coordinate with other positions around the City with connected responsibilities to ensure consistent messaging and to leverage capabilities to enhance engagement with the community.

PREVIOUS COUNCIL ACTION:

On December 11, 2023, Ordinance No. 10613 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2024.

BACKGROUND:

The City of Pueblo is responsible for maintaining the public government channel, Channel 17, which needs a complete overhaul. Currently the City of Pueblo contracts with Pueblo Community College for quarterly studio time of one hour, but otherwise the City of Pueblo does not have a full-time videographer or creative design specialist. The

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suggested position will enhance the City's image through social media, Channel 17, advertising and overall promotion of the city. Currently, this is overseen by the Director of Public Affairs. The additional personnel will allow for more intentional and continual support to highlight the services of the City to the community.

If approved, the converted position will work collaboratively with other departments on communications needs related to video assets, graphic design, and promotional needs to engage the public and citizens of Pueblo. Work of the Marketing and Social Media Specialist will promote awareness of services such as Public Works during paving season, highlights of our abatement crew with Code Enforcement, additional support to Parks and Recreation with their programming and events and other promotion across the city departments. This information will be used for social media, Channel 17, the City website, advertising and to enhance the work of the quarterly City newsletter. Additional information includes public safety announcements, press release assistance, and media needs.

This position will specifically be specialized in filming, directing, editing, production of media and graphic design. A trained professional with experience in InDesign, Adobe, photography, Photoshop, and other related software is needed to elevate communication from the City of Pueblo. Specific attention to ADA accessibility as it relates to adherence for municipal government with alt text, image description, appropriate colors, and text for all public to view information is crucial for the marketing and social media specialist.

Tracking of relevant data to make informed decisions for relevant media placement based on certain platforms such as reels for Instagram, short segments and interviews for YouTube and Channel 17 production and curated photos or graphics for the newsletter, Facebook, or other social media platforms will be a key benefit of this full-time position. This will maximize the effectiveness of marketing and content needs of departments with more consistent social media posting, branding and transparency with citizens regarding municipal government operations of the City.

The Pueblo Food Project is now a standalone entity and no longer associated with the City of Pueblo as of March 31, 2024. The conversion of the Food Project Coordinator position will allow the Mayor’s Office to meet objectives around community engagement in more impactful ways.

FINANCIAL IMPLICATIONS:

There is no net change in staffing for the Mayor’s Office as a result of these changes and no additional funding is required.

The cost of the Marketing and Social Media Specialist position is approximately $45,654 for the remainder of 2024. The department has $38,000 budgeted in the temporary staffing line item to support the new position, with the remaining funding requirement of $7,654 covered by salary savings generated through the converted Internal Auditor position.

ESTIMATED COST

Marketing and Social Media Specialist

Cost Item	Approximate Annual Cost	Estimated Actual Cost 2024 (6 months)
Salary	$ 58,509	$ 29,255
Retirement (PERA)	$ 8,308	$ 4,154
Health Insurance	$ 23,275	$ 11,638
Dental Insurance	$ 296	$ 148
Life Insurance	$ 72	$ 36
Medicare	$ 848	$ 424
Estimated Position Cost per position	$ 91,309	**$ 45,654**
Available funding in temp-part time staffing		$ (38,000)
Total Additional Funding Required for 2024		**$ 7,654**
Available funding from converted Internal Auditor position		*$ (11,591)*
Salary savings		$ (4,207)

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no action alternative would be to retain staffing levels as they are, which is not operationally efficient, nor reflective of program functions within the Mayor's Office.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

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ORDINANCE NO. 10707

AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY CONVERTING ONE (1) FULL-TIME VACANT POSITION ENTITLED FOOD PROJECT COORDINATOR TO A POSITION ENTITLED MARKETING AND SOCIAL MEDIA SPECIALIST WITHIN THE AUTHORIZED STAFFING LEVELS AT THE MAYOR'S OFFICE

WHEREAS, it is necessary to revise the positions for the ultimate efficiency and functionality for the City of Pueblo Mayor's Office; NOW, THEREFORE,

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

SECTION 1.

The following section captioned "Mayor's Office" of Ordinance No. 10613, being the 2024 Staffing Ordinance, is amended as follows:

Mayor's Office	
Mayor	1
Chief of Staff	1
Deputy Mayor	1
Administrative Assistant	1
Director/Just Transitions Program	1
Director/Public Affairs	1
Grant & Resource Development Administrator	1
Grant Coordinator/Financial Empowerment	1
[Food Project Coordinator] Marketing & Social Media Specialist	1
Non-Profit Compliance Coordinator	1
Outdoor Recreation Administrator	1
Secretary to the Mayor	1
Total	**12**

SECTION 2.

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

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2024 Budget and staffing with respect to the number and allocation of positions within the Mayor's Office and shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on April 22, 2024.

Final adoption of Ordinance by City Council on May 14, 2024.

DocuSigned by:
Mark Alliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 5/16/2024 | 8:36 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

DocuSigned by:
3A85950B7BCA462...
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

DocuSigned by:
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City Clerk

DocuSign Envelope ID: DAB52248-71CB-4734-A91B-2B7328571054

City Clerk's Office Item # R11

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor
Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2024 CLASSIFICATIONS AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR MARKETING AND SOCIAL MEDIA SPECIALIST.

SUMMARY:

Attached for consideration is an amended Pay Plan Ordinance that reflects the addition of the pay rate and salary schedule for the classification of Marketing and Social Media Specialist.

PREVIOUS COUNCIL ACTION:

On December 11, 2023, Ordinance No.10614 was approved by City Council. This Ordinance provided the classification and pay plan for fiscal year 2024.

BACKGROUND:

The Mayor's Office is seeking to enhance marketing, social media, videography, and branding efforts City-wide to enhance community engagement.

This position will be a classified position within the City and subject to all Civil Service rules with respect to hiring. The position will be within the Pueblo Association of Government Employees bargaining unit.

FINANCIAL IMPLICATIONS:

No additional funding is required. The cost of the Marketing and Social Media Specialist position is approximately $45,654 for the remainder of 2024. The department has $38,000 budgeted in the temporary staffing line item to support the new position, with the remaining funding requirement of $7,654 covered by salary savings generated through the converted Internal Auditor position.

ESTIMATED COST

Marketing and Social Media Specialist

Cost Item	Approximate Annual Cost	Estimated Actual Cost 2024 (6 months)
Salary	$ 58,509	$ 29,255
Retirement (PERA)	$ 8,308	$ 4,154
Health Insurance	$ 23,275	$ 11,638
Dental Insurance	$ 296	$ 148
Life Insurance	$ 72	$ 36
Medicare	$ 848	$ 424
Estimated Position Cost per position	$ 91,309	**$ 45,654**
Available funding in temp-part time staffing		$ (38,000)
Total Additional Funding Required for 2024		**$ 7,654**
Available funding from converted Internal Auditor position		*$ (11,591)*
Salary savings		$ (4,207)

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The suggested change establishes the 2024 salary range for the classification of Marketing and Social Media Specialist. If this ordinance is not approved, and assuming the establishment of the position is approved, no salary range will be associated with the classification and the position cannot be filled.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

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ORDINANCE NO. 10708

AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2024 CLASSIFICATIONS AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR MARKETING AND SOCIAL MEDIA SPECIALIST.

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

SECTION 1.

Section 6-5-16 (A) of Chapter 5, of Title VI, of the Pueblo Municipal Code referencing the Fiscal Year 2024 pay scale for the classification of Marketing and Social Media Specialist

6-5-16. Schedule, classification, work week and monthly salary.

The following shall constitute:

A. The monthly pay range for the classification of Marketing and Social Media Specialist for 2024

CLASS TITLE	*Entrance*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*	*Step 7*	*Step 8*	*Step 9*	*Step 10*
(A) GENERAL SERVICE										
Marketing and Social Media Specialist	4875.75	5057.14	5238.49	5419.82	5601.18	5782.54	5963.91	6145.27	6326.62	6543.59

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on April 22, 2024.

Final adoption of Ordinance by City Council on May 14, 2024.

DocuSigned by:
Mark Alliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 5/16/2024 | 8:35 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

DocuSigned by:
3A85950B7BCA462...
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

DocuSigned by:
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City Clerk

DocuSign Envelope ID: D00FD4EC-5BC5-4C64-A15D-C171EDF903C7

City Clerk's Office Item # S1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE VACATING A UTILITY EASEMENT WITHIN LOT 1, NORTH PUEBLO COMMERCIAL PARK FILING 5

SUMMARY:

The applicant is requesting to vacate a 10,795 square foot utility easement within Lot 1, North Pueblo Commercial Park Filing 5.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This proposed 0.25-acre private utility easement vacation is located within the 22-acre Lot 1 of the North Pueblo Commercial Park subdivision recorded in 1997. The easement bisects the southern edge of the proposed expansion to the Walmart commercial building, preventing any new development on the area. The easement was created for service utilities and is no longer needed for the property. These types of easements are not typically recorded on subdivision plats. This vacation was proposed to remove the platted easement and facilitate development, as the owners are in the process of securing building permits for two commercial projects within the property, specifically a building addition and new vehicle pull-up spaces for Walmart pickup orders. City staff and other utility referral agencies have no objection to vacating this private easement.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 13, 2024 Regular Meeting, voted 7-0 to recommend approval.

DocuSign Envelope ID: D00FD4EC-5BC5-4C64-A15D-C171EDF903C7

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, which 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-23-12 Attachments

DocuSign Envelope ID: D00FD4EC-5BC5-4C64-A15D-C171EDF903C7

ORDINANCE NO. 10709

AN ORDINANCE VACATING A UTILITY EASEMENT WITHIN LOT 1, NORTH PUEBLO COMMERCIAL PARK FILING 5

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

SECTION 1.

The following described portion of street right of way:

An easement being a portion of Lot 1, North Pueblo Commercial Park Filing No. 5, a subdivision plat recorded under Reception No. 1194667 of the records of Pueblo County, Colorado, and also being a portion of a private utility easement described under Reception No. 1194667, and further being situated in the Northeast Quarter of Section 13, Township 20 South, Range 65 West of the 6th Principal Meridian, City and County of Pueblo, Colorado, being more particularly described as follows:

BASIS OF BEARINGS:

All bearings referred to herein are based on the easterly line of Lot 1, North Pueblo Commercial Park Filing No. 5 as recorded under Reception No. 1194667 of the records of Pueblo County, Colorado, recorded to bear S 23°31’55” W. Said line being defined by found monuments as follows: a found 5/8” rebar with a blue plastic cap stamped “PLS 37928” at the north end of said line and a mag nail with 1-1/4” washer in concrete, stamped, “PLS 37928”, at the south end of said line.

COMMENCING at the northeast corner of said Lot 1, North Pueblo Commercial Park Filing No. 5;
Thence **S 23°31’55” W**, coincident with the easterly line of said Lot 1, a distance of **441.39 feet**;
Thence **N 73°58’25” W**, departing said easterly line, a distance of **109.70 feet**, to an angle point on the easterly line of a private utility easement described under Reception No. 1194667 of the records of Pueblo County, Colorado and being the **POINT OF BEGINNING** of the herein described easement vacation;
Thence coincident with the southeasterly courses of said private utility easement the following thirteen
courses:

Thence **S 02°54’24” E**, a distance of **154.78 feet**;
Thence **S 87°05’36” W**, a distance of **20.00 feet**;
Thence **N 02°54’24” W**, a distance of **105.50 feet**;
Thence **S 37°42'48" W**, a distance of **15.00 feet**;
Thence **N 52°17'12" W**, a distance of **10.00 feet**;
Thence **S 37°42'48" W**, a distance of **12.00 feet**;
Thence **S 52°17'12" E**, a distance of **10.00 feet**;
Thence **S 37°42'48" W**, a distance of **14.00 feet**;

DocuSign Envelope ID: D00FD4EC-5BC5-4C64-A15D-C171EDF903C7

Thence **S 52°17'12" E**, a distance of **10.50 feet**;
Thence **S 37°42'48" W**, a distance of **20.00 feet**;
Thence **N 52°17'12" W**, a distance of **10.50 feet**;
Thence **S 37°42'48" W**, a distance of **194.02 feet**;
Thence **N 52°17'12" W**, a distance of **72.72 feet**, to an angle point on the easterly line of said private utility easement;
Thence **N 24°19'27" E**, crossing said private utility easement, a distance of **30.22 feet** to an angle point on north line of said private utility easement;
Thence coincident with the northerly and westerly courses of said private utility easement the following three courses:
Thence **S 52°17'12" E**, a distance of **58.98 feet**;
Thence **N 37°42'48" E**, a distance of **232.46 feet**;
Thence **N 02°54'24" W**, a distance of **41.32 feet**, to an angle point on the northerly line of said private utility easement;
Thence **S 73°58'25" E**, crossing said private utility easement, a distance of **33.08 feet**, to the **POINT OF BEGINNING**.

The above described easement contains 10,795 square feet, more or less.

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 April 22, 2024.

Final adoption of Ordinance by City Council on May 14, 2024.

DocuSigned by:
Mark Illiff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 5/16/2024 | 8:36 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

DocuSigned by:
3A85950B7BCA462...
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

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

EASEMENT VACATION

LOT 1, NORTH PUEBLO COMMERCIAL PARK FILING NO. 5
LOCATED IN OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST
AND PART OF THE NORTHWEST QUARTER, SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

Utility Easement Vacation Description:

An easement being a portion of Lot 1, North Pueblo Commercial Park Filing No. 5, a subdivision plat recorded under Reception No. 1194667 of the records of Pueblo County, Colorado, and also being a portion of a private utility easement described under Reception No. 1194667, and further being situated in the Northeast Quarter of Section 13, Township 20 South, Range 65 West of the 6th Principal Meridian, City and County of Pueblo, Colorado, being more particularly described as follows:

BASIS OF BEARINGS:

All bearings referred to herein are based on the easterly line of Lot 1, North Pueblo Commercial Park Filing No. 5 as recorded under Reception No. 1194667 of the records of Pueblo County, Colorado, recorded to bear S 23°31'55" W. Said line being defined by found monuments as follows: a found 5/8" rebar with a blue plastic cap stamped "PLS 37928" at the north end of said line and a mag nail with 1-1/4" washer in concrete, stamped, "PLS 37928", at the south end of said line.

COMMENCING at the northeast corner of said Lot 1, North Pueblo Commercial Park Filing No. 5;
Thence S 23°31'55" W, coincident with the easterly line of said Lot 1, a distance of 441.39 feet;
Thence N 73°58'25" W, departing said easterly line, a distance of 109.70 feet, to an angle point on the easterly line of a private utility easement described under Reception No. 1194667 of the records of Pueblo County, Colorado and being the POINT OF BEGINNING of the herein described easement vacation;
Thence coincident with the southeasterly courses of said private utility easement the following thirteen courses:

- Thence S 02°54'24" E, a distance of 154.78 feet;
- Thence S 87°05'36" W, a distance of 20.00 feet;
- Thence N 02°54'24" W, a distance of 105.50 feet;
- Thence S 37°42'48" W, a distance of 15.00 feet;
- Thence N 52°17'12" W, a distance of 10.00 feet;
- Thence S 37°42'48" W, a distance of 12.00 feet;
- Thence S 52°17'12" E, a distance of 10.00 feet;
- Thence S 37°42'48" W, a distance of 14.00 feet;
- Thence S 52°17'12" E, a distance of 10.50 feet;
- Thence S 37°42'48" W, a distance of 20.00 feet;
- Thence N 52°17'12" W, a distance of 10.50 feet;
- Thence S 37°42'48" W, a distance of 194.02 feet;

Thence N 52°17'12" W, a distance of 72.72 feet, to an angle point on the easterly line of said private utility easement;
Thence N 24°19'27" E, crossing said private utility easement, a distance of 30.22 feet to an angle point on north line of said private utility easement;
Thence coincident with the northerly and westerly courses of said private utility easement the following three courses:

- Thence S 52°17'12" E, a distance of 58.98 feet;
- Thence N 37°42'48" E, a distance of 232.46 feet;
- Thence N 02°54'24" W, a distance of 41.32 feet, to an angle point on the northerly line of said private utility easement;

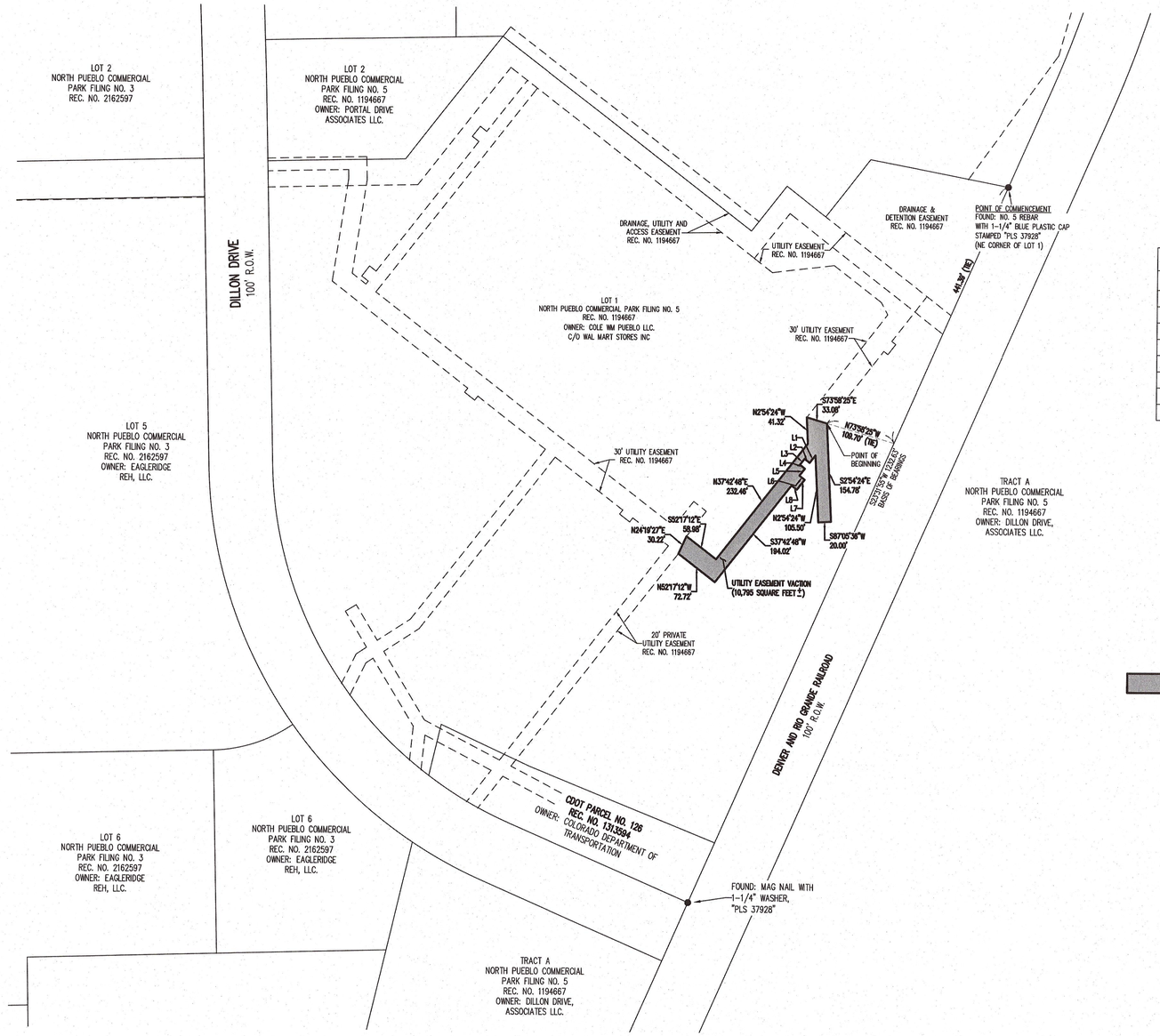
Thence S 73°58'25" E, crossing said private utility easement, a distance of 33.08 feet, to the POINT OF BEGINNING.
The above described easement contains 10,795 square feet, more or less.

RESERVATIONS: NONE

PURPOSE: EASEMENT VACATION

COLORADO LICENSED
WILLIAM F. BROOKS
37928
PROFESSIONAL LAND SURVEYOR

William Brooks, PLS
Colorado Professional Land Surveyor No. 37928
For and on behalf of Galloway & Company, Inc.
PRJ NO.: WMT00000842.10



LINE TABLE		
LINE #	BEARING	LENGTH (FT)
L1	S37°42'48"W	15.00
L2	N52°17'12"W	10.00
L3	S37°42'48"W	12.00
L4	S52°17'12"E	10.00
L5	S37°42'48"W	14.00
L6	S52°17'12"E	10.50
L7	S37°42'48"W	20.00
L8	N52°17'12"W	10.50

N

0 20 50 100
SCALE: 1"=100'

INDICATES PORTION OF UTILITY EASEMENT TO BE VACATED

Galloway
1155 Kelly Johnson Blvd, Suite #305
Colorado Springs, CO 80920
719-900-7220
GallowayUS.com

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EASEMENT VACATION
WAL-MART STORES
4200 DILLON DR,
PUEBLO, COLORADO, 81008

Date	Issue / Description	Init.
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Project No:	WMT00842.10
Drawn By:	AAY
Checked By:	BB
	02/01/2024

1
SHEET 1 OF 1

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, March 13, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:31 p.m. with Commissioner Castellucci presiding.

Commissioners Present*:* Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Lisa Bailey, Roger Gomez, Alexander Aznar, Christopher Pasternak.

Commissioners Absent:

Staff Members Present*:* David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Mikaylin Hackley, Planner, and Cindy Capritta, Land Use Tech.
Kelly Grisham, Project Coordinator, Public Works, Joe Martelllaro, Engineer, Public Works.

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to approve the agenda, seconded by Avalos.

Motion Passed: 7-0

Public Hearing:

1. V-23-12 Utility Easement Vacation: 4200 Dillon Dr. Walmart. Vacation of a 10,795 sq. ft. utility easement within Lot 1, North Pueblo Commercial Park Filing 5. Staff Report by Mikaylin Hackley, Planner.

Hearing: Applicant, Geoff Solomonson was sworn in and spoke in favor of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application be referred to City Council, seconded by Spinuzzi.

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-23-12 Walmart Water Line Vacation

DATE: April 2, 2024

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

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Roger Gomez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak
Alexandra Aznar
Elizabeth Bailey
Cheryl Spinuzzi

V-23-12

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Mikaylin Hackley, Planner
THROUGH:	Scott Hobson, Acting Planning and Community Development Director
DATE:	March 13, 2024
SUBJECT:	Vacate a utility easement in Lot 1, North Pueblo Commercial Park Filing 5
APPLICANT:	Geoff Solomonson
OWNER:	Cole WM Pueblo LLC
LOCATION:	Located at 4200 Dillon Dr., Northside Pueblo Walmart
CONCURRENT REQUESTS:	C-24-01 & C-23-07; Commercial additions

Request:
Vacate of a 10,795 sq. ft. utility easement within Lot 1, North Pueblo Commercial Park Filing 5.

Background and Staff Analysis:
This proposed 0.25-acre private utility easement vacation is located within the 22-acre Lot 1 of the North Pueblo Commercial Park subdivision recorded in 1997. The easement bisects the southern edge of the existing Walmart building, preventing any new development on the area. The easement was created for service utilities and is no longer needed for the property. These types of easements are not typically recorded on subdivision plats.

This vacation was proposed to remove the platted easement and facilitate development, as the owners are in the process of pulling building permits for two commercial projects within the property, specifically a building addition and new vehicle pull-up spaces for Walmart pickup orders. City staff and other utility referral agencies have no objection to vacating this private easement.

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

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

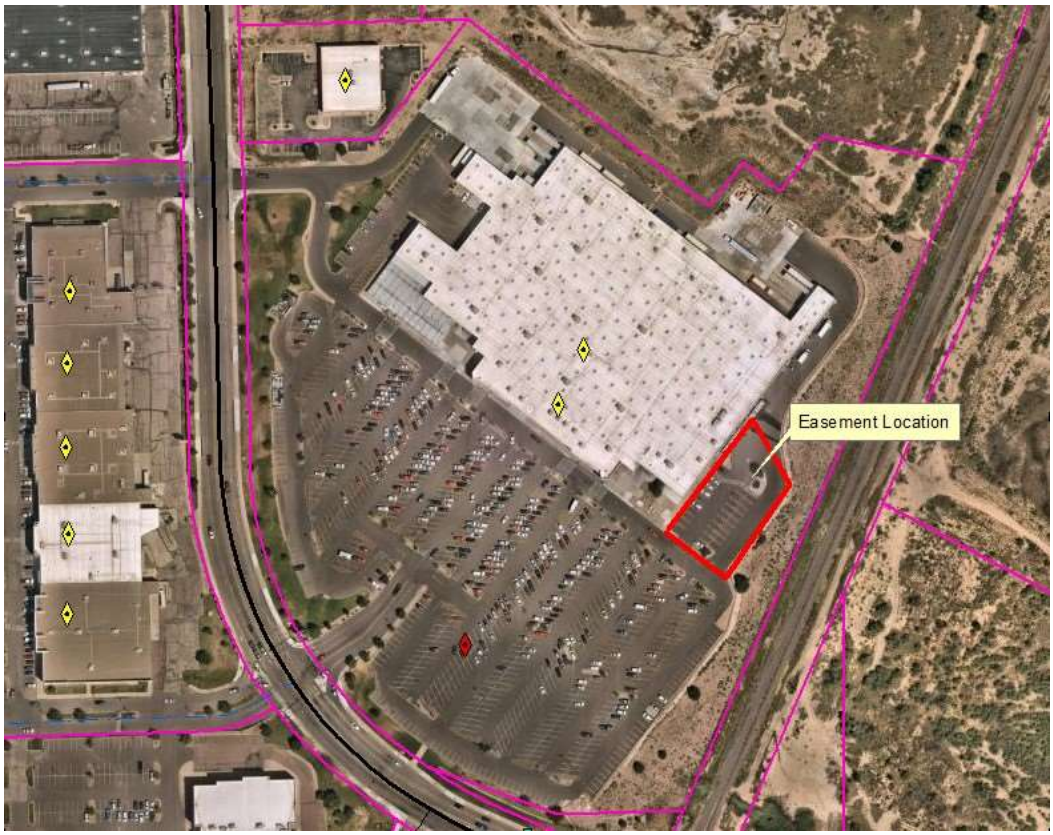
- Black Hills Energy — No comment
- CDOT — No comment

Recommended Action:
Staff recommends that the Vacation be approved with no conditions.

Attachments:

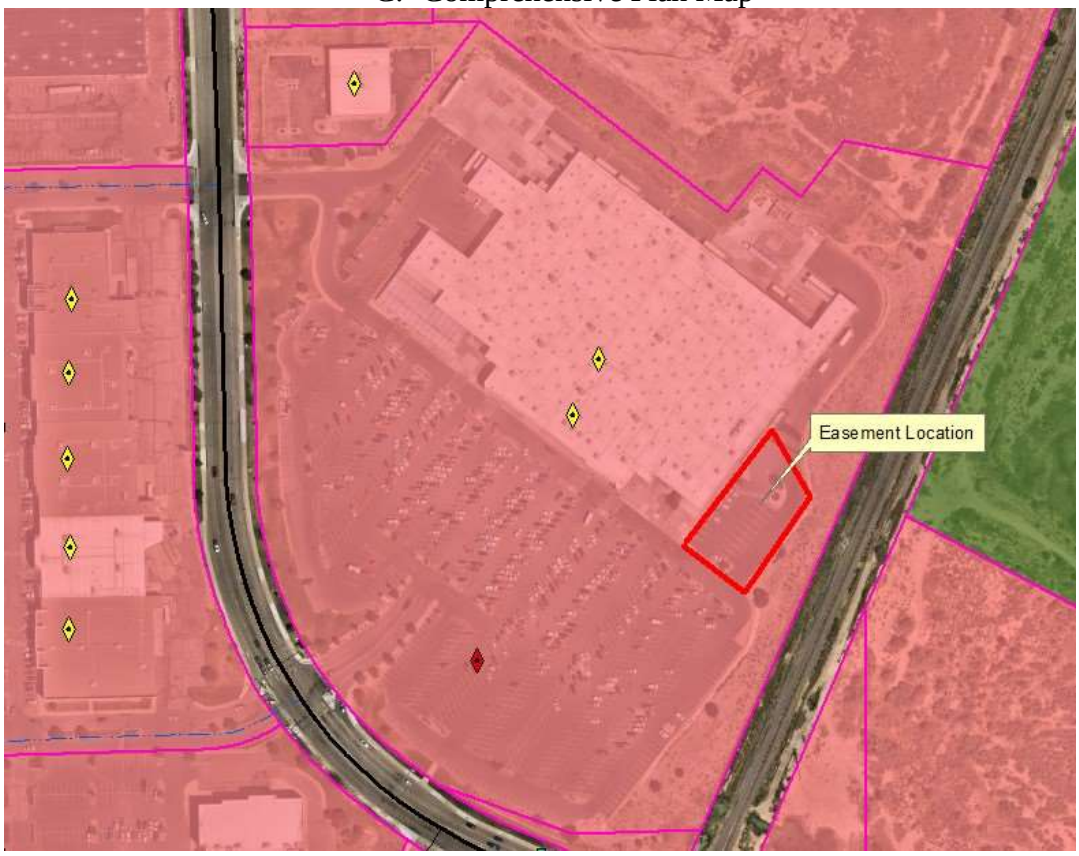
A. Aerial Photo
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice and Site Photo
E. Vacation Plat
F. Supporting Documents

A. Aerial Photo



B. Zoning Map

C. Comprehensive Plan Map



D. Public Notice and Street View (Google Maps, June 2023)

E. Vacation Plat & Supporting Documents

Galloway
5500 Greenwood Plaza Blvd, Suite 200
Greenwood Village, CO 80111
303.770.8884 • GallowayUS.com

December 19, 2023

Wade Broadhead
Senior Planner
City of Pueblo
211 East D Street
Pueblo, CO 81003

RE: Walmart 842 – Waterline Relocation Easement Vacation and Rededication

The Walmart store at 4200 Dillon Drive is proposing to add an approximately 5,000 square foot expansion to the southeast corner of the existing building. The addition is to expand the online pick-up for the store.

An existing 8 inch waterline runs through the area of the proposed building expansion. This proposal is to vacate a portion of the waterline easement from the Plat of North Pueblo Commercial Park Filing No. 5, recorded as document 1194667 that is in the proposed building expansion area, re-route the waterline to the south, and tie back in to the existing line to the north and west.

With the waterline re-routing, a new easement is proposed for the relocated waterline and connect with the current easement as shown in recorded document 1194667 to the north and west.

Sincerely,
GALLOWAY

Geoff Solomonson
Development Services Coordinator

5500 Greenwood Plaza Blvd, Suite 200
Greenwood Village, CO 80111

303.770.8884 GeoffSolomonson@GallowayUS.com

EASEMENT VACATION

LOT 1, NORTH PUEBLO COMMERCIAL PARK FILING NO. 5
LOCATED IN OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST
AND PART OF THE NORTHWEST QUARTER, SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

Utility Easement Vacation Description:

An easement being a portion of Lot 1, North Pueblo Commercial Park Filing No. 5, a subdivision plat recorded under Reception No. 1194667 of the records of Pueblo County, Colorado, and also being a portion of a private utility easement described under Reception No. 1194667, and further being situated in the Northeast Quarter of Section 13, Township 20 South, Range 65 West of the 6th Principal Meridian, City and County of Pueblo, Colorado, being more particularly described as follows:

BASIS OF BEARINGS:

All bearings referred to herein are based on the easterly line of Lot 1, North Pueblo Commercial Park Filing No. 5 as recorded under Reception No. 1194667 of the records of Pueblo County, Colorado, recorded to bear S 23°31'55" W. Said line being defined by found monuments as follows: a found 5/8" rebar with a blue plastic cap stamped "PLS 37928" at the north end of said line and a mag nail with 1-1/4" washer in concrete, stamped, "PLS 37928", at the south end of said line.

COMMENCING at the northeast corner of said Lot 1, North Pueblo Commercial Park Filing No. 5;
Thence S 23°31'55" W, coincident with the easterly line of said Lot 1, a distance of 441.39 feet;
Thence N 73°58'25" W, departing said easterly line, a distance of 109.70 feet, to an angle point on the easterly line of a private utility easement described under Reception No. 1194667 of the records of Pueblo County, Colorado and being the POINT OF BEGINNING of the herein described easement vacation;
Thence coincident with the southeasterly courses of said private utility easement the following thirteen courses:

- Thence S 02°54'24" E, a distance of 154.78 feet;
- Thence S 87°05'36" W, a distance of 20.00 feet;
- Thence N 02°54'24" W, a distance of 105.50 feet;
- Thence S 37°42'48" W, a distance of 15.00 feet;
- Thence N 52°17'12" W, a distance of 10.00 feet;
- Thence S 37°42'48" W, a distance of 12.00 feet;
- Thence S 52°17'12" E, a distance of 10.00 feet;
- Thence S 37°42'48" W, a distance of 14.00 feet;
- Thence S 52°17'12" E, a distance of 10.50 feet;
- Thence S 37°42'48" W, a distance of 20.00 feet;
- Thence N 52°17'12" W, a distance of 10.50 feet;
- Thence S 37°42'48" W, a distance of 194.02 feet;

Thence N 52°17'12" W, a distance of 72.72 feet, to an angle point on the easterly line of said private utility easement;
Thence N 24°19'27" E, crossing said private utility easement, a distance of 30.22 feet to an angle point on north line of said private utility easement;
Thence coincident with the northerly and westerly courses of said private utility easement the following three courses:

- Thence S 52°17'12" E, a distance of 58.98 feet;
- Thence N 37°42'48" E, a distance of 232.46 feet;
- Thence N 02°54'24" W, a distance of 41.32 feet, to an angle point on the northerly line of said private utility easement;

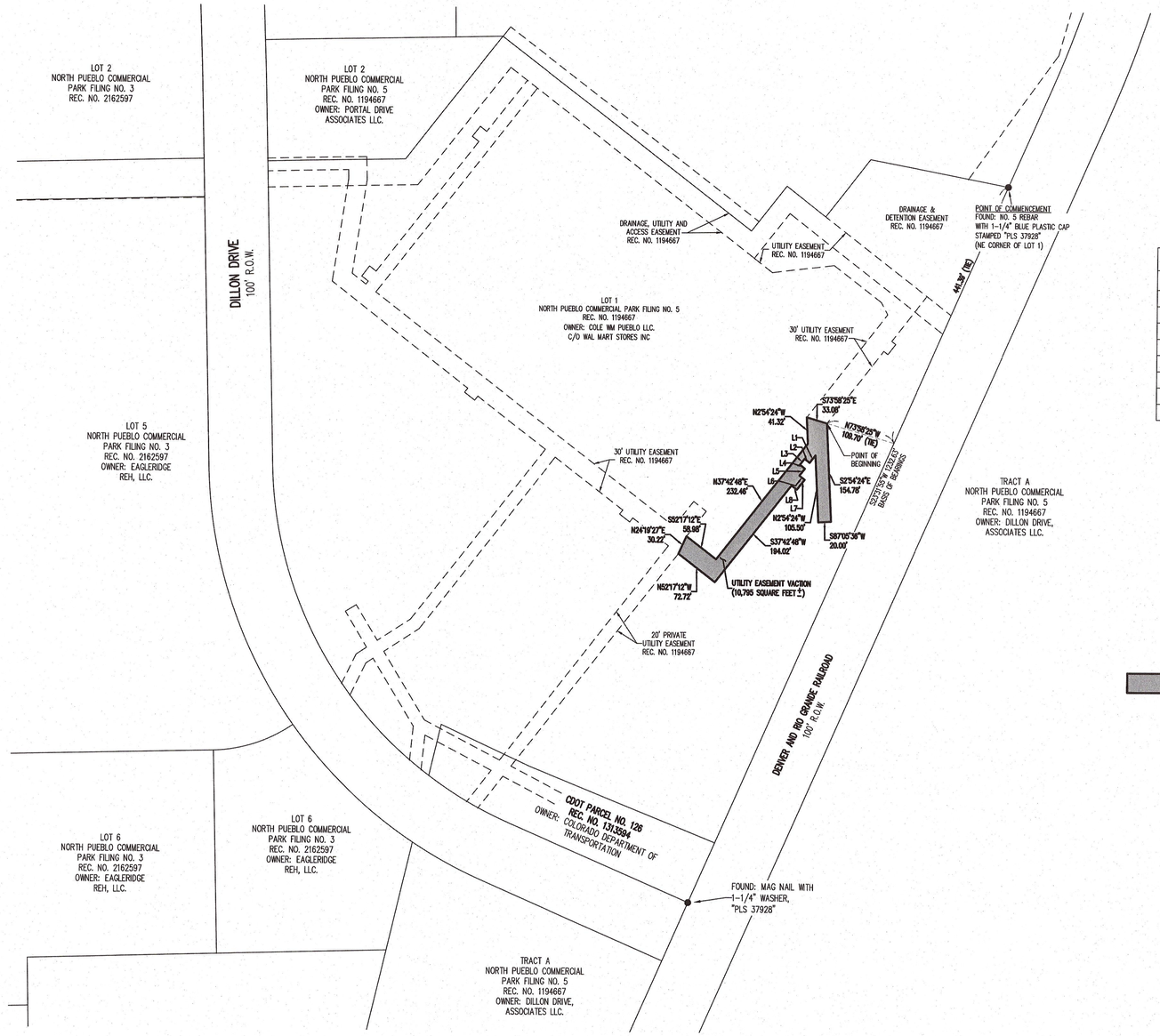
Thence S 73°58'25" E, crossing said private utility easement, a distance of 33.08 feet, to the POINT OF BEGINNING.
The above described easement contains 10,795 square feet, more or less.

RESERVATIONS: NONE

PURPOSE: EASEMENT VACATION

COLORADO LICENSED
WILLIAM F. BROOKS
37928
PROFESSIONAL LAND SURVEYOR

William Brooks, PLS
Colorado Professional Land Surveyor No. 37928
For and on behalf of Galloway & Company, Inc.
PRJ NO.: WMT00000842.10



LINE TABLE		
LINE #	BEARING	LENGTH (FT)
L1	S37°42'48"W	15.00
L2	N52°17'12"W	10.00
L3	S37°42'48"W	12.00
L4	S52°17'12"E	10.00
L5	S37°42'48"W	14.00
L6	S52°17'12"E	10.50
L7	S37°42'48"W	20.00
L8	N52°17'12"W	10.50

N

0 20 50 100
SCALE: 1"=100'

INDICATES PORTION OF UTILITY EASEMENT TO BE VACATED

Galloway
1155 Kelly Johnson Blvd, Suite #305
Colorado Springs, CO 80920
719-900-7220
GallowayUS.com

COPYRIGHT
THESE PLANS ARE AN INSTRUMENT OF SERVICE AND ARE THE PROPERTY OF GALLOWAY, AND MAY NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF GALLOWAY. COPYRIGHTS AND INFRINGEMENTS WILL BE ENFORCED AND PROSECUTED.

EASEMENT VACATION
WAL-MART STORES
4200 DILLON DR,
PUEBLO, COLORADO, 81008

Date	Issue / Description	Init.
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Project No:	WMT00842.10
Drawn By:	AAY
Checked By:	BB
	02/01/2024

1
SHEET 1 OF 1

February 16, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from **Geoff Solomonson** for the approval of the following application generally located northeast of Dillon Dr. and west of Fountain Creek.

V-23-12 Easement Vacation: Vacation of a 10,795 sq. ft. utility easement within Lot 1, North Pueblo Commercial Park Filing 5.

The Planning and Zoning Commission meeting will be held on **March 13, 2024, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but no testimony will be heard virtually: 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 Mikaylin Hackley, Planner
(719) 553-2259

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Scott Hobson, Acting Director
Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

CASE NUMBER: V-23-12

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Easement Vacation: 4200 Dillon Dr. 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.

February 16, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capitta

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

February 16, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capitta

Owner	OwnerStreetAddress	OwnerCity	OwnerZip	OwnerStat
DEPARTMENT OF TRANSPORTATION STATE	4201 E ARKANSAS AVE	DENVER	80222-340	CO
EAGLERIDGE REH LLC	530 B ST STE 2050	SAN DIEGO	92101-449	CA
E P T 909 INC	909 WALNUT ST STE 200	KANSAS CITY	64106-200	MO
T M T LLC	948 SE 9TH AVE	POMPANO BEACH	33060-950	FL
H D DEV OF MARYLAND INC + C/O HOME DEPOT USA ATTN PROPERTY TAX DEPT	PO BOX 105842	ATLANTA	30348-584	GA
PORTAL DRIVE ASSOCIATES LLC	PO BOX 65207	LUBBOCK	79464-520	TX
DILLON DRIVE ASSOCIATES LLC	PO BOX 65207	LUBBOCK	79464-520	TX
COLE WM PUEBLO LLC + C/O WAL MART STORES INC	PO BOX 8050 MS0555	BENTONVILLE	72712-805	AR

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City Clerk's Office Item # S2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE VACATING A PORTION OF THE ALLEY WITHIN BLOCK 11, MATTICE'S SUBDIVISION

SUMMARY:

The applicant is requesting to vacate 100 feet of the alley between Lots 1-4 and Lots 28-25 within Block 11, Mattice's Subdivision to decrease illegal activities within the alley.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Platted as part of the Mattice's Subdivision, the alley in question was subdivided heading west from Erie Avenue, into Fountain Creek (Fountaine Qui Bouille). In 1988 approximately 200 feet of the alley extending west from Lot 5, Block 11, was vacated, as the alley was located within Fountain Creek and the City Trail system. The purpose of this alley vacation is to allow the property owner of the two adjacent parcels to fence his parcels and the alley to deter illegal activities within the alley. The portion of the alley, proposed to be vacated, dead ends at the City's Fountain Creek Trail and does not contain any utilities or provide primary access to any properties or structures. The parcel north of the alley gains access from Erie Avenue and East 5th Street. The parcel adjacent to the south side of the alley has access from East 4th Street and Erie Avenue.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their January 10, 2024 Regular Meeting,

DocuSign Envelope ID: 0561CC08-EEEB-48D8-ADEB-7263894A510D

voted 5-0 to recommend approval. Commissioners Aznar and Pasternak absent.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. V-23-07 Attachments

DocuSign Envelope ID: 0561CC08-EEEB-48D8-ADEB-7263894A510D

ORDINANCE NO. 10710

AN ORDINANCE VACATING A PORTION OF THE ALLEY WITHIN BLOCK 11, MATTICE'S SUBDIVISION

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

SECTION 1.

The following described portion of street right of way:

All of the 16 ft. Alley adjacent to Lots 1 through 4 and Lots 25 through 28, Block 11, Mattice's Subdivision, County of Pueblo, State of Colorado.

is hereby vacated.

Reservation: The alley to be vacated is reserved for the use by utilities presently existing in said alley and the reservation will terminate upon removal of all existing utilities.

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 April 22, 2024.

Final adoption of Ordinance by City Council on May 14, 2024.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 5/16/2024 | 3:44 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

DocuSigned by:
3A85950B7DCA462...
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.

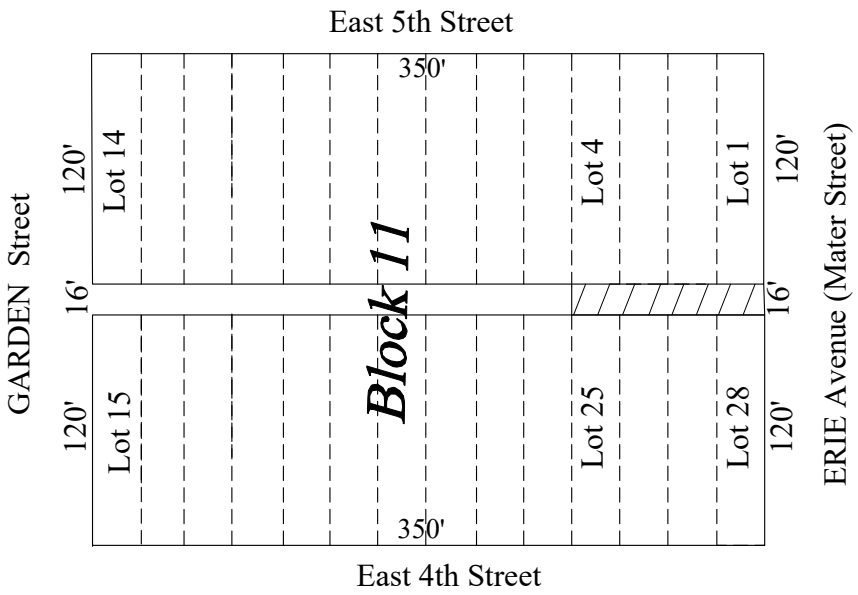
_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

MATTICE'S SUBDIVISION Alley Vacation

All of the 16' alley adjacent to Lots 1 thru 4 and Lots 25 thru 28
BLOCK 11, MATTICE'S SUBDIVISION
County of Pueblo, State of Colorado



LEGAL DESCRIPTION

All of the 16 ft. Alley adjacent to Lots 1 thru 4 and Lots 25 thru 28, Block 11, Mattice's Subdivision, County of Pueblo, State of Colorado.

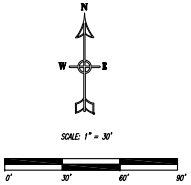
Purpose: To fence the perimeter of applicant's ownership of Block 11.

Reservation: The alley to be vacated is Reserved for the use by utilities presently existing in said alley and reservation will terminate upon removal of all existing utilities.

Prepared by: Amella Surveying

Gary C Amella

Gary C Amella Professional Land Surveyor — 3/26/24 Date



Alley to be vacated

3/28/24

Amella
SURVEYING
54 Mac Arthur
Pueblo, Colorado
(719) 543-1974

Armenta

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, January 10, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

Commissioners Present*:* Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Lisa Bailey, Sarah Martinez

Commissioners Absent: Alexandra Aznar, Christopher Pasternak

Staff Members Present*:* David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner; Kelly Grisham.

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to move item Z-23-10, S-23-07, S-22-07 and Z-23-12 to the February 14, 2024, meeting and approve the agenda as amended. seconded by Spinuzzi.

Motion Passed: 5-0

Public Hearing:

1. V-23-07 Alley Vacation: Vacation of a portion of the alley within Block 11, Mattice's Subdivision. Staff report by Beritt Odom, Principal Planner.

Hearing: Applicant, Mark Armenta was sworn in and spoke in favor of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application be referred to the City Council with Conditions, seconded by Spinuzzi.

Motion Passed: 5-0

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-23-07 Mattice's Subdivision Alley Vacation

DATE: April 4, 2024

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

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

V-23-07

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Planning and Community Development Director
DATE:	January 10, 2024
SUBJECT:	Vacate a portion of the alley within Block 11, Mattice's Subdivision.
APPLICANT:	Gary Amella, Amella Surveying Mark Armenta, adjacent property owner
OWNER:	City of Pueblo
LOCATION:	Generally located west of Erie Avenue and south of East 5th Street.
CONCURRENT REQUESTS:	None

Request:
Vacate 100-feet of the alley between Lots 1-4 and Lots 28-25 Mattice's Subdivision to decrease illegal activities within the alley.

Staff review and findings:
Platted as part of the Mattice's Subdivision, the alley in question was subdivided heading west from Erie Avenue, into Fountain Creek (Fountaine Qui Bouille). In 1988 approximately 200 feet of the alley extending west from Lot 5, Block 11, was vacated, as the alley was located within Fountain Creek and the City Trail system.

The purpose of this alley vacation is to allow the property owner of the two adjacent parcels to fence his parcels and the alley to deter illegal activities within the alley. The portion of the alley, proposed to be vacated, dead ends at the City's Fountain Creek Trail and does not contain any utilities or provide primary access to any properties or structures. The parcel north of the alley gains access from Erie Ave and E. 5th Street. The parcel adjacent to the south side of the alley has access from E. 4th Street and Erie Ave.

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

REFERRAL AGENCIES AND COMMENTS:

- All redlined comments from Joe Martellaro, Associate Engineer II and Beritt Odom, Principal Planner, from the 12-21-2023 review must be addressed prior to City Council review and approval.
- 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

Recommended Action:

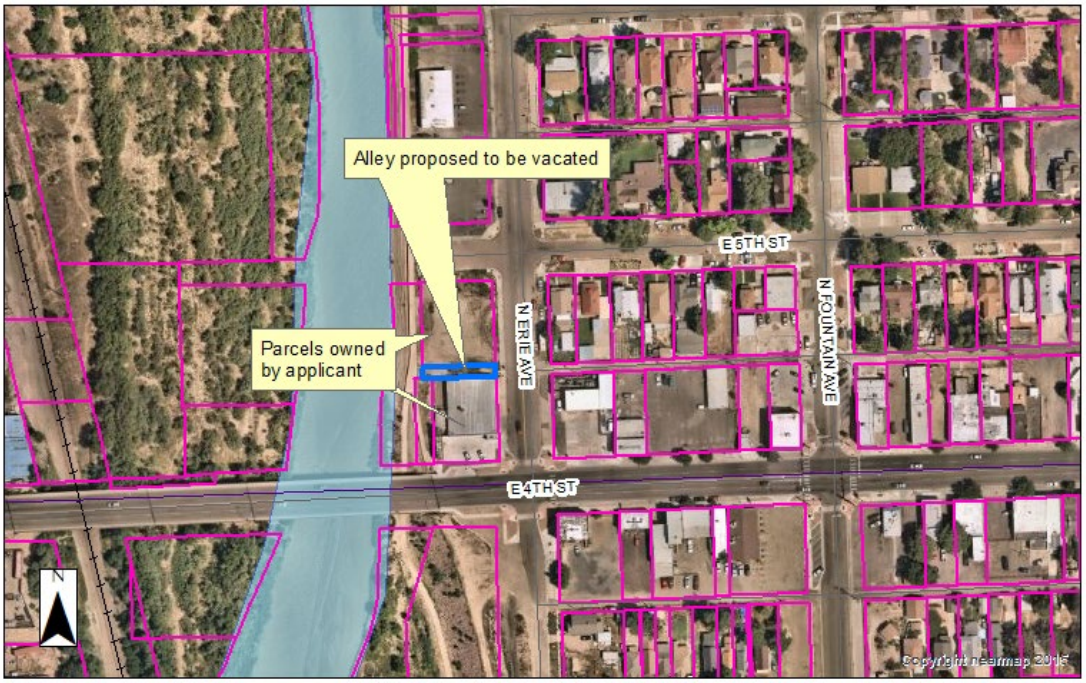
Staff recommends that the Vacation be APPROVED with the following condition.

- All redlined comments from Joe Martellaro, Associate Engineer II and Beritt Odom, Principal Planner, from the 12-21-2023 review must be addressed prior to City Council review and approval.

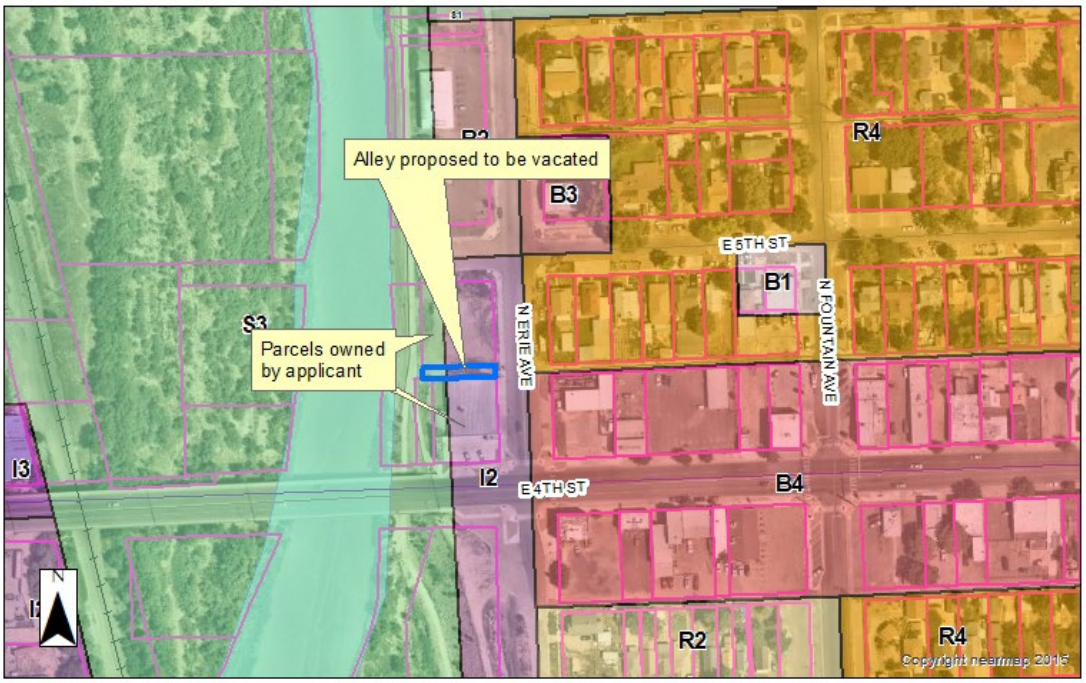
ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Site Photographs
D. Vacation Plat (redlined Public Works and Planning)
E. Mattices Subdivision and Previous Alley Vacation Plat

ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map

Attachment C. Site Photos

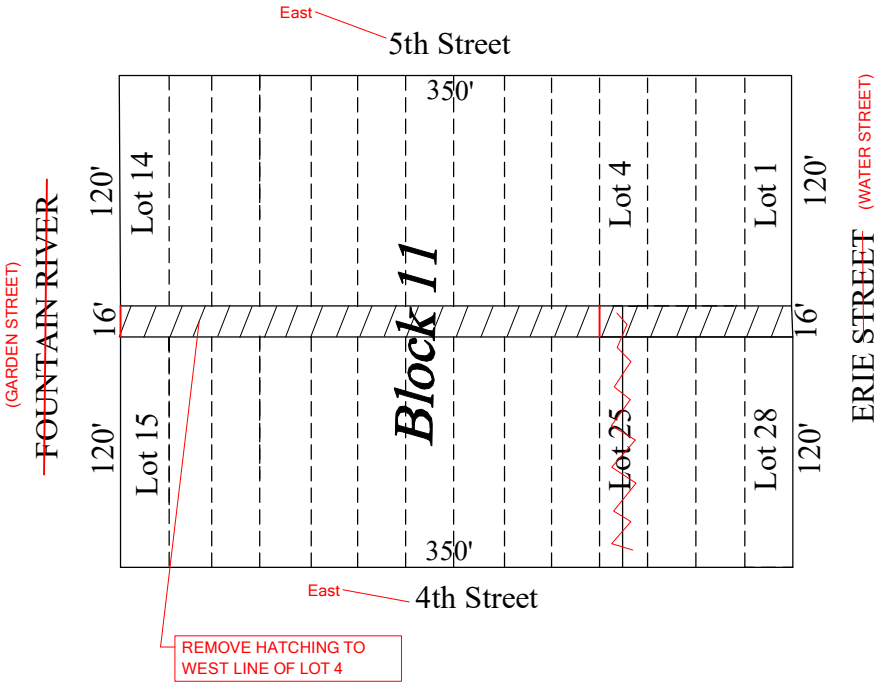
Public Notice

Alley looking west from N. Erie Ave.

MATTICE'S SUBDIVISION Alley Vacation

A Vacation of the 16' alley ~~WITHIN~~ BLOCK 11, MATTICE'S SUBDIVISION
County of Pueblo, State of Colorado

ADJACENT TO LOTS 1 THRU 4 AND LOTS 25 THRU 28,



LEGAL DESCRIPTION

ADJACENT TO LOTS 1 THRU 4 AND LOTS 25 THRU 28,

The 16 ft. Alley ~~WITHIN~~ Block 11, Mattice's Subdivision, County of Pueblo, State of Colorado.

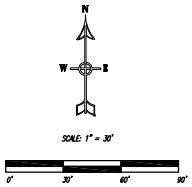
Purpose: ~~Better land utilization.~~ TO FENCE THE PERIMETER OF APPLICANT'S OWNERSHIP OF BLOCK 11

RESERVATION: THE ALLEY TO BE VACATED IS RESERVED FOR USE BY UTILITIES PRESENTY EXISTING IN SAID ALLEY AND RESERVATION WILL TERMINATE UPON REMOVAL OF ALL EXISTING UTILITIES.

Prepared by: Amella Surveying

~~Reservation: A coax cable within the alley to be vacated and belongs to CELLCO Wireless AKA Verizon Wireless.~~

Gary C. Amella Professional Land Surveyor — 12/3/23 Date



Alley to be vacated

12/3/23

Amella SURVEYING
54 Mac Arthur
Pueblo, Colorado
(719) 543-1974

Armenta

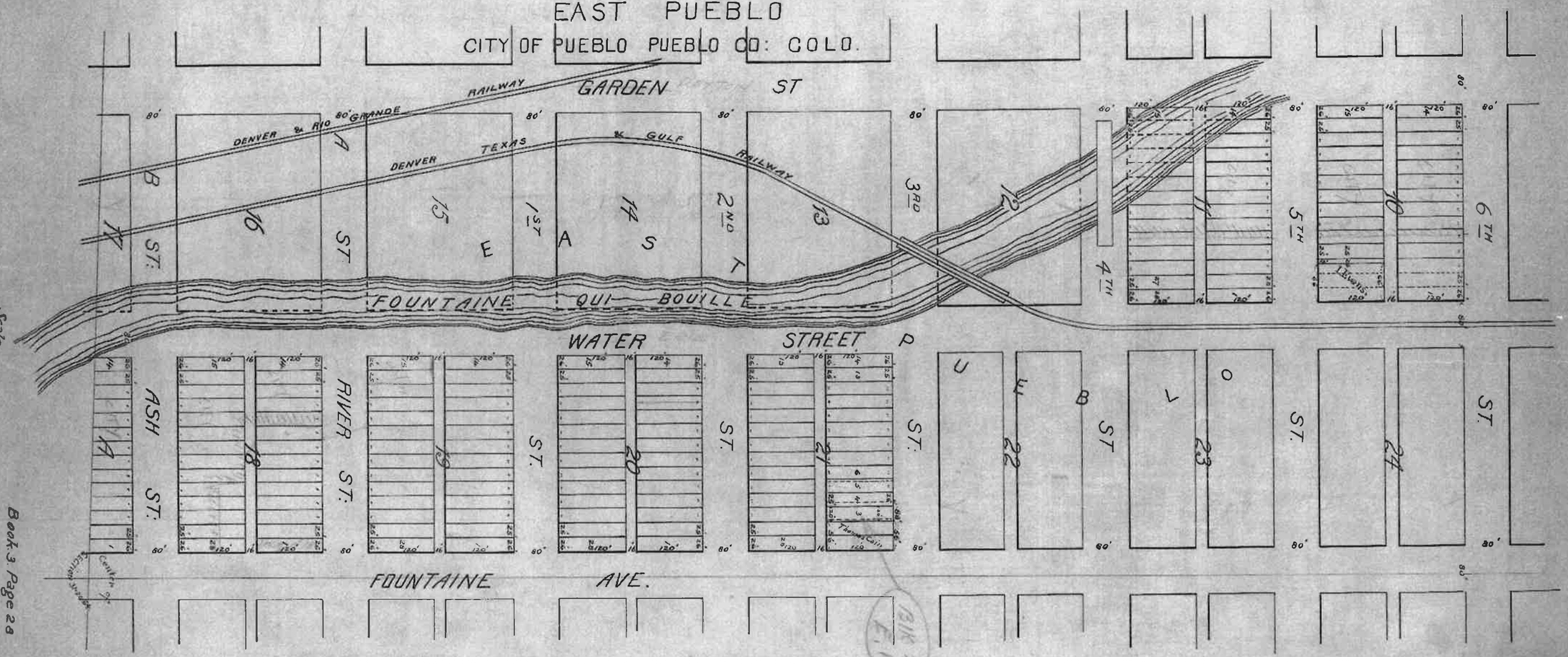
MATTICE'S SUBDIVISION

OF

BLOCKS 10, 11, 18, 19, 20 & 21

EAST PUEBLO

CITY OF PUEBLO PUEBLO CO: COLO.



DRAWING NUMBER

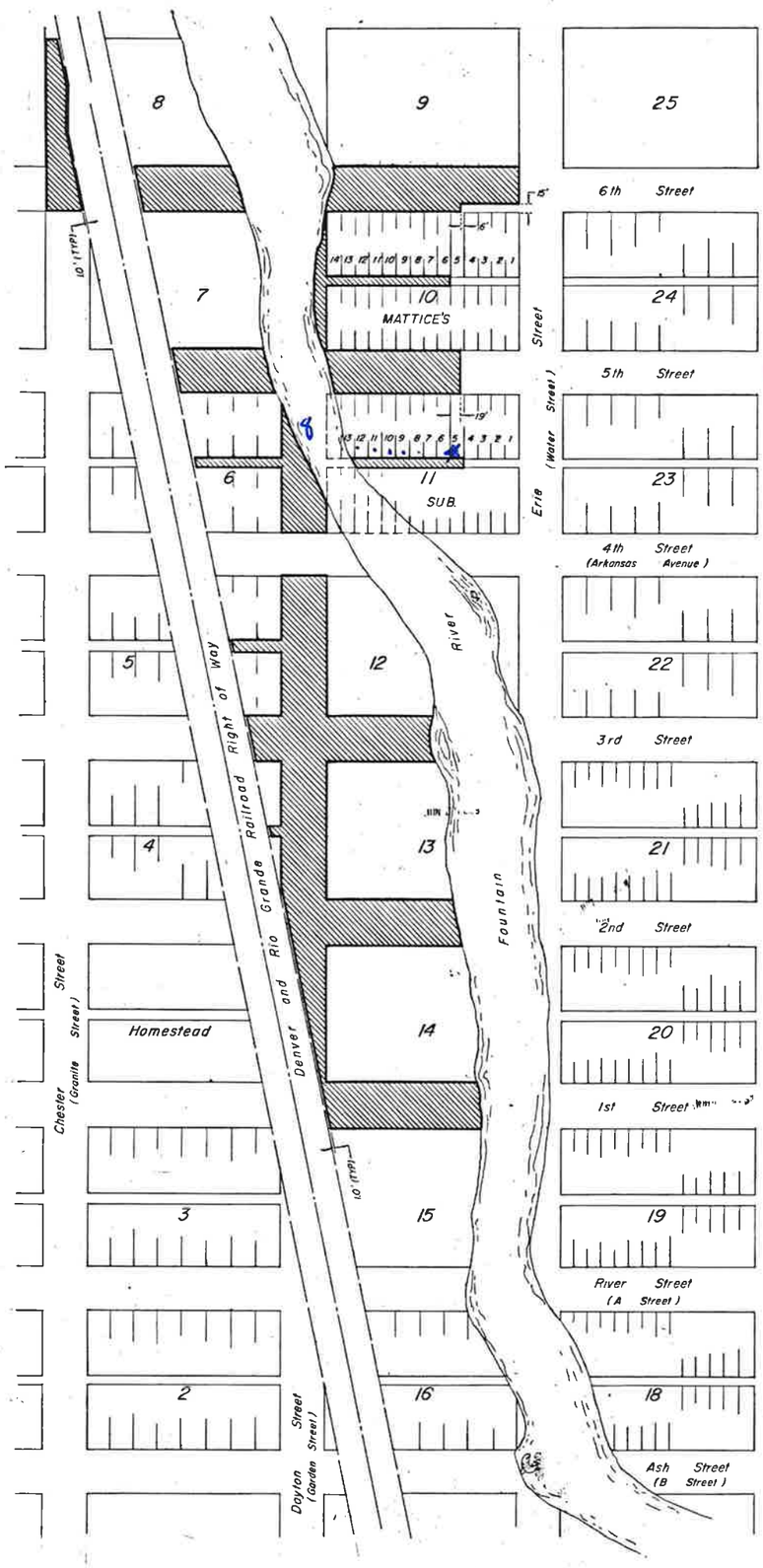
Street And Alley Vacation
In East Pueblo Subdivision
And Mattice's Subdivision
Rec. 862549
Bk. 2397
Pg. 494
May 17th 1988

DRAWING NUMBER

DRAWING NUMBER

STREET AND ALLEY VACATION

In East Pueblo Subdivision and Mattice's Subdivision



Pueblo, Colorado
February 3, 1988

DESCRIPTION : That portion of Dayton Street (Garden Street) lying North of the Northeasterly Right-of-Way line of the Denver & Rio Grande Railroad and South of the North line of Block 12 extended, EXCEPT the Southwesterly 1.00 foot thereof, lying North of and immediately adjacent to said Railroad Right-of-Way;
that portion of Dayton Street (Garden Street) lying North of the South line of Block 11 extended and South of the South line of Block 9 extended;
that portion of 1st Street lying South of and immediately adjacent to Block 14;
that portion of 2nd Street lying South of and immediately adjacent to Block 13;
that portion of 3rd Street lying South of and immediately adjacent to Block 12;
those portions of 3rd, 5th and 6th Streets and the alleys in Blocks 4, 5 and 6 lying West of the West Right-of-Way line Dayton Street (Garden Street) and East of the Northeasterly Right-of-Way line of the Denver & Rio Grande Railroad, EXCEPT the Westerly 1.00 foot thereof, lying East of and immediately adjacent to said Railroad Right-of-Way;
that portion of 5th Street lying North of and immediately adjacent to the West 19 feet of Lot 5 and all of Lots 6 through 14, both inclusive, Block 11 in Mattice's Subdivision, according to the recorded plat thereof, filed for record January 30, 1889;
that portion of the alley in said Block 11 lying South of and immediately adjacent to Lots 5 through 14, both inclusive;
that portion of 6th Street lying North of and immediately adjacent to Block 10 in said Mattice's Subdivision, EXCEPT 15 feet thereof, lying North of and immediately adjacent to Lots 1 through 4, both inclusive, and the East 6 feet of Lot 5;
that portion of the alley in said Block 10 lying South of and immediately adjacent to Lots 6 through 14, both inclusive;
and that portion of Chester Street (Granite Street) lying North of the North line of Block 7 extended and West of the Southwesterly Right-of-Way line of the Denver & Rio Grande Railroad, EXCEPT the Easterly 1.00 foot thereof lying West of and immediately adjacent to said Railroad Right-of-Way; all being in East Pueblo, Pueblo, Colorado, according to the recorded plat thereof, filed for record April 27, 1872.

RESERVATION : The streets and alleys to be vacated are reserved for use by utilities presently existing in said streets and alleys and reservations will terminate upon removal of all existing utilities.

PURPOSE : For flood prevention project on Fountain River course.

PREPARED BY : K L M ENGINEERING CONSULTANTS, INC.
111 East 5th Street
Pueblo, Colorado

BY : Raymond D. Koester
Registered Professional Engineer and Land Surveyor

REGISTERED PROFESSIONAL ENGINEER
NUMBER 6128
STATE OF COLORADO

ORDINANCE NO.: 18918
FILED FOR RECORD: May 13 1988
ORDINANCE RECEPTION NO.: 862593
PLAT RECEPTION NO.: 862549
PLAT FILED FOR RECORD: MAY 17 1988

862549

County of Pueblo
I hereby certify that this instrument was filed for record at 8:30 o'clock A.M.
MAY 17 1988 and recorded in Book 2397 at page 494
Clerk and Recorder
By
Deputy
Fee

BK 2397 PG 494

PREPARED BY KLM ENGINEERING CONSULTANTS, INC.

JN 87105.00

December 26, 2023

The City Planning and Zoning Commission will hold a public hearing on requests from **Mark Armenta** for the approval of the following application generally located north of East 4th Street and west of Erie Ave.

V-23-07 Alley Vacation: Vacation of the entire alley within Block 11, Mattice's Subdivision.

The Planning and Zoning Commission meeting will be held on January 10, 2023 at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. To view 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 **Beritt Odom**, Principal Planner
(719) 553-2339

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

CASE NUMBER: V-23-07

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Alley Vacation: 527 E. 4th St. 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.

12/26/2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

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

12/26/2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

Owner	OwnerStree	OwnerCity	OwnerStat
ERIE CAR WASH LLC	4643 S ULSTER ST STE 1295	DENVER	CO
BURGOS JOSE	616 E 5TH ST	PUEBLO	CO
CARRILLO ALBERT	614 E 5TH ST	PUEBLO	CO
DE LIMA ANDERSON	610 E 5TH ST	PUEBLO	CO
ARMENTA MARK/ARMENTA CYNTHIA	2208 GALE RD	PUEBLO	CO
ALBILLAR DEBORAH P / SANCHEZ ANTHO	608 1/2 E 4TH	PUEBLO	CO
NEW PANDA LLC	3716 GALLEY RD	COLORADC	CO
VASQUEZ PATRICIA E	2124 E ORMAN AVE	PUEBLO	CO
LERMA PABLO S	1617 MESQUITE PL	PUEBLO	CO
R 2 W PROPERTIES LLC	4643 S ULSTER ST STE 1295	DENVER	CO
RODRIGUEZ WILBERT ADOLPH/ JOHN G L	1315 DOYLE PL	COLORADC	CO
BRICK SOLID INVESTMENTS LLC	PO BOX 533	PUEBLO	CO
ZAMUDIO PABLO	618 E 5TH ST	PUEBLO	CO
MESTAS JOSEPH G/MESTAS MARY L	606 E 5TH ST	PUEBLO	CO
PLANCARTE YESICA MARIBEL + DIAZ VICTOR DAN	1192 W MEADOWMOOR DR	PUEBLO W	CO
POPP JAMES L	1902 E RIVER ST	PUEBLO	CO
PUEBLO COUNTY	215 W 10TH ST	PUEBLO	CO
ARCHULETA JOANN + CRABTREE DOLORES ,	747 S RUDIOSO DR	PUEBLO W	CO
ESTEP AMANDA I	308 N ERIE AVE	PUEBLO	CO
ROMERO NANCY	607 E 3RD ST	PUEBLO	CO
DURAN DARLENE D/DURAN MANUEL	649 S INCA DR	PUEBLO W	CO
LERMA PABLO S	1617 MESQUITE PL	PUEBLO	CO
PEREZ JOSE DE JESUS/PEREZ JUANA	PO BOX 8835	PUEBLO	CO
ARMENTA MARK/ARMENTA CYNTHIA	2208 GALE RD	PUEBLO	CO

OwnerZip
80237-4333
81001-3720
81001-3721
81001-3756
81006-1935
81001-3966
80909-4471
81004-3716
81006-1210
80237-4333
80915-2330
81002-0533
81001-3721
81001-3721
81007-2064
81001-4452
81003-2945
81007-7045
81001-3939
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81006-1210
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