



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

**MONDAY, JUNE 24, 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 Steve Chavez, Pueblo Praise

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. OATH OF OFFICE

• *Brett Boston, City Council Member At-Large*

F. SPECIAL RECOGNITIONS

F1 Proclamation Presentation: "Cecilia 'C.C.' Wood Day - June 24, 2024" - Cecelia 'C.C.' Wood, Miss Pueblo County Scholarship Pageant Director

G. PUBLIC FORUM

H. COUNCIL MEMBER AND MAYOR COMMENTARY

I. REVIEW AND APPROVAL OF AGENDA

J. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated June 10, 2024, the Special Meeting dated June 13, 2024, and the Special meeting dated June 17, 2024, as distributed.

J1 City Council Meeting Minutes June 10, 2024

J2 Special City Council Meeting Minutes for June 13, 2024

J3 Special City Council Meeting Meeting June 17, 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 amending Resolution No. 15635, changing the award amount of the construction contract 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), from \$14,244,873.00 to \$14,246,653.00
- M2 A Resolution awarding an agreement for Professional Consulting Services in the amount of \$49,470.00 to Terracon Consultants, Inc., a Delaware Corporation, authorized to do business in Colorado, for Project No. 24-075 Special Inspection and Materials Testing - HARP Channel Extension and Boathouse, and authorizing the Purchasing Agent to execute same
- M3 A Resolution authorizing the issuance of a revocable permit (REV-24-14) to the HARP Foundation, a Colorado nonprofit corporation, for the use of Alan Hamel Avenue between South Union Avenue and Santa Fe Avenue and Main Street between "D" Street and City Center Drive to facilitate their annual Rollin' 4th of July Fireworks Celebration
- M4 A Resolution confirming the appointments by the Mayor of Amanda Marascola to complete a five-year term expiring July 1, 2027, in the public housing resident position and David Kochis to serve a five-year term expiring July 1, 2029, on the Housing Authority of the City of Pueblo Board of Directors
- M5 A Resolution confirming the appointment by the Mayor of Abel Chavez to serve a five-year term expiring July 1, 2029, on the Board of Health
- M6 A Resolution confirming the appointment by the Mayor of Robert Esser to serve a four-year term expiring July 1, 2028, on the Retail & Medical Marijuana Licensing Authority

N. ORDINANCES – FIRST PRESENTATION

- N1 An Ordinance approving and accepting a 2023 Colorado Division of Criminal Justice, Office of Adult and Juvenile Assistance, Community Initiative to Reduce Violence Grant in the amount of \$131,660, ratifying the prior signature of the Mayor to execute the grant award letter and related documents, establishing project number CI2219, and budgeting and appropriating the grant funds of \$131,660 to said project
- N2 An Ordinance approving an Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado by and through the Colorado Department of Transportation, relating to the operation and maintenance of certain state-owned drainage, irrigation, and landscaping improvements located on the east side of I-25 generally between E. 22nd Street and E. 26th Street, and approving the Mayor to execute the Intergovernmental Agreement on behalf of the City
- N3 An Ordinance approving a memorandum of understanding between the City of Pueblo, the Colorado Department of Public Health and Environment to monitor for SARS-COV-2 and other pathogens of concern and authorizing the Mayor to execute same
- N4 An Ordinance approving and accepting a 2024 High Intensity Drug Trafficking Areas (HIDTA) Program, sub-recipient award, and authorizing the Mayor to execute the statement of grant award letter and related documents
- N5 An Ordinance calling a Special Municipal Election to be held on November 5, 2024, directing that the Special Municipal Election be conducted as part of a Coordinated Election, adopting for use at the Special Municipal Election the requirements and

procedures of the Uniform Election Code of 1992 except to the extent the Uniform Election Code of 1992 conflicts with a specific provision of the Charter of the City of Pueblo, and suspending for such purposes the Pueblo Election Code and all Ordinances and Resolutions of the City in conflict therewith

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 July 8, 2024, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

- Q1 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to Pueblo Diversified Industries, Inc. in the amount of \$1,250 to sponsor the Pueblo Dancing with the Starz event on July 13, 2024, at the Pueblo Convention Center
- Q2 A Resolution authorizing payment from the Council Contingencies account in the 2024 General Fund Budget to Pueblo Spay & Neuter Now! in the amount of \$1,125.00 to sponsor vouchers for homeless pet owners
- Q3 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to RMSER in the amount of \$1,000 to sponsor the Summer Youth Kickback Events: Creating Safe Spaces for Pueblo's Youth
- Q4 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to the Colorado State Fair Fiesta Committee in the amount of \$500 to sponsor the Noche de Fiesta on August 3, 2024, at the Pueblo Convention Center

R. ORDINANCES – FINAL PRESENTATION

- R1 An Ordinance accepting an amendment to Airport Improvement Grant No. 3-08-0046-047-2022 from the Federal Aviation Administration (FAA) acting for and on behalf of the United States of America adding \$31,059 for additional engineering and design for the Rehabilitation for Runway 8R/26L, removal of Taxiway A2, and Airport Lighting Control Monitoring System (ALCMS) replacement, and budgeting and appropriating funds to Project Account AP2205 - *Introduced June 10, 2024 by Councilor Regina Maestri*
- R2 An Ordinance approving and accepting Colorado Department of Transportation (CDOT) Aeronautics division Grant No. 24-PUB-01 for funds in the amount of \$12,796 for the East Apron (North) Rehab Project Design Phase and the Taxilane Rehab and New T-Hangar project design phase, authorizing the Mayor to execute same, budgeting and appropriating \$6,250 to Project No. AP1804 – South T-Hangar #1, and establishing Project No. AP2401 – East Apron (N) Taxilane Rehab budgeting and appropriating \$13,094 to said project - *Introduced June 10, 2024 by Councilor Regina Maestri*
- R3 An Ordinance amending Title XI, Chapter 4, of the Pueblo Municipal Code abolishing the requirement that miniature goats residing in the city be hornless - *Introduced June 10, 2024 by Councilor Regina Maestri*
- R4 An Ordinance amending the Title of Chapter 3 of Title XV of the Pueblo Municipal Code from "Sight Obstructions at Intersections" to "Sight Obstructions and Encroachments into the Public Right-of-Way" - *Introduced June 10, 2024 by Councilor Regina Maestri*
- R5 An Ordinance creating and reserving Sections 7-3-52 through 7-3-61 for future additions to the Pueblo Municipal Code and creating a new Article V containing Sections 7-3-62

through 7-3-72 of Chapter 3 of Title VII of the Pueblo Municipal Code regulating the use and management of shopping carts within the City - *Introduced June 10, 2024 by Councilor Regina Maestri*

- R6 An Ordinance approving an intergovernmental agreement between the City of Pueblo, and Crowley County relating to mutual aid in the provisions of fire protection and other emergency services, and authorizing the Mayor to execute same - *Introduced June 10, 2024 by Councilor Regina Maestri*
- R7 An Ordinance approving a Cooperation Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the County of Pueblo relating to the participation in and conduct of the federal home investment partnerships program and providing for the execution thereof - *Introduced June 10, 2024 by Councilor Regina Maestri*

S. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, JUNE 10, 2024 - 7:00 PM
MINUTES**

A. CALL TO ORDER

President Aliff called the meeting to order at 7:20 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Council Members Present: Mark Aliff, Dennis Flores, Roger Gomez, 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, City Clerk Marisa Stoller.

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

Steve Villegas - Issues
Ted Freeman - No PEDCO
Alex Mugatu - Vacancy Appointment Process
Esther Valdez - Senior Safety
Elvis Martinez - Executive sessions sunshine law
Bill Genovese - Flooding, Needles

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Maestri, seconded by Councilor Flores, moved to move item M5 to the regular agenda and to approve the agenda as amended.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MEETING MINUTES MAY 28, 2024

Councilor Flores, seconded by Councilor Maestri, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **May 28, 2024** as distributed.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

K. COMMUNICATIONS

K1 AT LARGE CITY COUNCIL VACANCY

**REQUIRED COUNCIL ACTION: MOTION TO ACCEPT COMMUNICATION;
MOTION TO SELECT CANDIDATES FOR INTERVIEWS FOR AT LARGE CITY
COUNCIL MEMBER VACANCY ON JUNE 17, 2024.**

A review of the communication was given by City Clerk Marisa Stoller.

Councilor Maestri, seconded by Councilor Flores, moved to accept the communication and to select the top 5 candidates to interview.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

L. CONSENT AGENDA

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

M. RESOLUTIONS

M1 A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MULTISTUDIO, INC, IN THE AMOUNT OF \$204,887 FOR PROJECT 23-081A, , AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15650.

M2 A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES IN THE AMOUNT OF \$196,470.00 TO GROUND ENGINEERING CONSULTANTS, INC., A COLORADO CORPORATION, FOR PROJECT NO. 24-040 SPECIAL INSPECTION AND MATERIALS TESTING - FIRE STATIONS 6, 8, AND 11, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15651.

M3 A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES IN THE AMOUNT OF \$155,000.00 TO STREET

**SIMPLIFIED, LLC., A DELAWARE LIMITED LIABILITY COMPANY
AUTHORIZED TO DO BUSINESS IN COLORADO, FOR PROJECT NO. 24-015
CONSULTANT FOR STREET SAFETY STUDY AND AUTHORIZING THE
PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15652.

- M4 A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY
CONSTRUCTION CONTRACT IN THE AMOUNT OF \$91,389.36 TO RUSS
GRADING & EXCAVATING LLC, FOR PROJECT NO. 23-040 (SWAN03) - FOR
EMERGENCY STORM SEWER POINT REPAIR AT THE INTERSECTION OF
NORTHERN AVENUE AND SPRUCE STREET, APPROVING A CHANGE
ORDER IN THE AMOUNT OF \$27,001.25 FOR ADDITIONAL WORK AND
MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING
AGENT'S EXECUTION OF THE SAME**

This Resolution was assigned as 15653.

- M6 A RESOLUTION APPROVING PAYMENT IN THE AMOUNT OF \$50,000 FROM
PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR THE DEVELOPMENT
OF A MASTER PLAN FOR THE CITY PARK AND THE ARKANSAS RIVER
TRAIL, 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 15654.

- M7 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT
IN THE AMOUNT OF \$15,271.78 WITH PARKER EXCAVATING, INC. FOR
EMERGENCY SANITARY SEWER POINT REPAIR AT 515 W. 4TH ST,
PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING
AGENT'S EXECUTION OF THE SAME**

This Resolution was assigned as 15655.

- M8 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT
IN THE AMOUNT OF \$15,066.42 WITH PARKER EXCAVATING, INC. FOR
EMERGENCY SANITARY SEWER POINT REPAIR AT 2551 CAMELLIA ST,
PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING
AGENT'S EXECUTION OF THE SAME**

This Resolution was assigned as 15656.

- M9 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT
(REV-24-10) TO THE PUEBLO CHAMBER OF COMMERCE FOR THE USE OF
GRAND AVENUE FROM CITY CENTER DRIVE TO UNION AVENUE, D STREET
FROM VICTORIA AVENUE TO MAIN STREET, C STREET FROM VICTORIA
AVENUE TO MAIN STREET, UNION AVENUE FROM CITY CENTER DRIVE TO
B STREET, AND ALAN HAMEL AVENUE FROM UNION AVENUE TO MAIN
STREET TO HOST THE 30TH ANNUAL CHILE AND FRIJOLES FESTIVAL**

This Resolution was assigned as 15657.

- M10 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT
(REV-24-11) TO THE PUEBLO PERFORMING ARTS GUILD FOR THE USE OF
THE PUBLIC RIGHT-OF-WAY ALONG CITY CENTER DRIVE BETWEEN
ELIZABETH STREET AND GRAND AVENUE FOR THE PURPOSE OF**

FACILITATING A PRIVATE CONCERT EVENT, JUNE 29, 2024, THROUGH JUNE 30, 2024.

This Resolution was assigned as 15658.

M11 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ALYSSA VARGAS-LOPEZ TO COMPLETE A FOUR-YEAR TERM EXPIRING AUGUST 31, 2024 ON THE EL CENTRO DEL QUINTO SOL RECREATION CENTER BOARD OF DIRECTORS

This Resolution was assigned as 15659.

M12 A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF ERIC DUNTON AND ROBERT VIGIL TO THE MECHANICAL BOARD OF APPEALS

This Resolution was assigned as 15660.

M13 A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF KEN GULLEY TO THE PLUMBING BOARD OF APPEALS

This Resolution was assigned as 15661.

M14 A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF CHARLES MONTERA TO THE ELECTRICAL BOARD OF APPEALS

This Resolution was assigned as 15662.

M15 A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF DAVID KNUTH AS A GENERAL CONTRACTOR AND ANDREW HAYES AS AN EXPERIENCED PERSON ON THE BUILDING BOARD OF APPEALS

This Resolution was assigned as 15663.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE ACCEPTING AN AMENDMENT TO AIRPORT IMPROVEMENT GRANT NO. 3-08-0046-047-2022 FROM THE FEDERAL AVIATION ADMINISTRATION (FAA) ACTING FOR AND ON BEHALF OF THE UNITED STATES OF AMERICA ADDING \$31,059 FOR ADDITIONAL ENGINEERING AND DESIGN FOR THE REHABILITATION FOR RUNWAY 8R/26L, REMOVAL OF TAXIWAY A2, AND AIRPORT LIGHTING CONTROL MONITORING SYSTEM (ALCMS) REPLACEMENT, AND BUDGETING AND APPROPRIATING FUNDS TO PROJECT ACCOUNT AP2205

N2 AN ORDINANCE APPROVING AND ACCEPTING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AERONAUTICS DIVISION GRANT NO. 24-PUB-01 FOR FUNDS IN THE AMOUNT OF \$12,796 FOR THE EAST APRON (NORTH) REHAB PROJECT DESIGN PHASE AND THE TAXILANE REHAB AND NEW T-HANGAR PROJECT DESIGN PHASE, AUTHORIZING THE MAYOR TO EXECUTE SAME, BUDGETING AND APPROPRIATING \$6,250 TO PROJECT NO. AP1804 – SOUTH T-HANGAR #1, AND ESTABLISHING PROJECT NO. AP2401 – EAST APRON (N) TAXILANE REHAB BUDGETING AND APPROPRIATING \$13,094 TO SAID PROJECT

N3 AN ORDINANCE AMENDING THE TITLE OF CHAPTER 3 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE FROM "SIGHT OBSTRUCTIONS AT INTERSECTIONS" TO "SIGHT OBSTRUCTIONS AND ENCROACHMENTS INTO THE PUBLIC RIGHT-OF-WAY"

N4 AN ORDINANCE CREATING AND RESERVING SECTIONS 7-3-52 THROUGH 7-3-61 FOR FUTURE ADDITIONS TO THE PUEBLO MUNICIPAL CODE AND CREATING A NEW ARTICLE V CONTAINING SECTIONS 7-3-62 THROUGH 7-3-72 OF CHAPTER 3 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE REGULATING THE USE AND MANAGEMENT OF SHOPPING CARTS WITHIN THE CITY

N5 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, AND CROWLEY COUNTY RELATING TO MUTUAL AID IN THE PROVISIONS OF FIRE PROTECTION AND OTHER EMERGENCY SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N6 AN ORDINANCE AMENDING TITLE XI, CHAPTER 4, OF THE PUEBLO MUNICIPAL CODE ABOLISHING THE REQUIREMENT THAT MINIATURE GOATS RESIDING IN THE CITY BE HORNLESS

N7 AN ORDINANCE APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO RELATING TO THE PARTICIPATION IN AND CONDUCT OF THE FEDERAL HOME INVESTMENT PARTNERSHIPS PROGRAM AND PROVIDING FOR THE EXECUTION THEREOF

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 June 24, 2024, and Order the Ordinances to be published BY TITLE.

Roll Call – **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

P. REGULAR AGENDA

M5 A RESOLUTION APPROVING PAYMENT IN THE AMOUNT OF \$86,741.00 FROM PROJECT CI2421 - YOUR IDEA, YOUR NEIGHBORHOOD, FOR SIX OF THE YOUR IDEA, YOUR NEIGHBORHOOD (YIYN) STAKEHOLDER COMMITTEES RECOMMENDED YIYN PROJECTS.

This item was moved to the Regular Agenda.

A staff report and detailed review of the Resolution was given by Alexandria Romero,

Finance Director.

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

Roll Call - **Ayes:** Councilor Flores, Councilor Martinez. **Nays:** President Aliff, Councilor Gomez, Councilor Latino, Councilor Maestri. Motion Failed 2-4.

Q. RESOLUTIONS

Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO SCHOOL DISTRICT NO. 60 IN THE AMOUNT OF \$1,000 TO SPONSOR THE PUEBLO CITY SCHOOLS SUMMER MUSICAL FROM JULY 13-18, 2024

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Resolution was assigned as 15664.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE TRANSFERRING \$1,000,000.00 FROM WW9999 TO WW1402, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$3,974,073.00 TO MILLER PIPELINE, LLC, AND SETTING FORTH \$1,710,000.00 FOR CONTINGENCIES, FOR PROJECT NO. 24-049 (WW1402) SOUTHERN COLORADO CLINIC SANITARY SEWER OUTFALL PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as 10722.

R2 AN ORDINANCE ESTABLISHING PROJECT ACCOUNT CI2442, ASPHALT ART AND GATEWAYS PROJECT, ACCEPTING A SMALL DOLLAR GRANT FROM THE COLORADO DEPARTMENT OF TRANSPORTATION, IN THE AMOUNT OF \$248,300, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$248,300, 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 Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **10723**.

R3 AN ORDINANCE AMENDING CHAPTER 6 OF TITLE XVI OF THE PUEBLO MUNICIPAL CODE RELATING TO AND INCREASING SEWER USER CHARGES

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

PUBLIC HEARING:

- Bill Genevese appeared to speak in person against this ordinance

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

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

Roll Call - **Ayes:** Councilor Flores, Councilor Martinez. **Nays:** President Aliff, Councilor Gomez, Councilor Latino, Councilor Maestri. Motion Failed 2-4.

R4 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

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

PUBLIC HEARING:

- Sabina Genesio, County Manager, appeared in person to speak in favor of this ordinance
- Gary Rosso, Assistant County Attorney, appeared in person to speak in favor of this ordinance
- Cheryl Spinuzzi appeared in person to speak against this ordinance
- Brian Cruso appeared in person to speak against this ordinance
- Larry Osburn appeared in person to speak against this ordinance

- Brent Cozzolino appeared in person to speak against this ordinance
- Zack Cozzolino appeared in person to speak against this ordinance
- Michelle Pewland appeared in person to speak in favor the ordinance
- Caleb Sphere appeared in person to speak against this ordinance
- Emily Sphere appeared in person to speak against this ordinance
- Bill Brown appeared in person to speak against this ordinance

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

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

Councilor Flores, seconded by Councilor Latino, moved to amend the motion to continue item R4 to Thursday, June 13, 2024.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Martinez. **Nays:** Councilor Maestri. Motion Passed 5-1.

S. QUASI-JUDICIAL PROCEEDINGS

S1 AN ORDINANCE AMENDING ZONING RESTRICTIONS OF .85-ACRES OF THE SOUTHERN PORTION OF PARCEL B, OF THE TRINITY SUBDIVISION FROM B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #Z-24-02 dated May 8, 2024, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

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

Councilor Gomez, seconded by Councilor Flores, moved to approve the ordinance.

Roll Call – **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as 10724.

S2 AN ORDINANCE AMENDING ZONING RESTRICTIONS OF 26.3-ACRES AT THE RUNYON SPORTS COMPLEX FROM I-3, HEAVY INDUSTRIAL ZONE DISTRICT AND S-1, GOVERNMENT USE ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #Z 24-03 dated May 8, 2024, be made part of the record for this hearing. So ordered by President Aliff.

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 Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **10725**.

T. ADJOURN

Councilor Aliff adjourned the meeting at 9:58 p.m.

Respectfully submitted,

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

Marisa Stoller
City Clerk



**SPECIAL CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
THURSDAY, JUNE 13, 2024 - 7:00 PM
MINUTES**

A. CALL TO ORDER

President Aliff called the meeting to order at 7:48 p.m.

B. ROLL CALL

Council Members Present: Mark Aliff, Dennis Flores, Roger Gomez, 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, Deputy City Attorney Harley Gifford, City Clerk Marisa Stoller.

C. REGULAR AGENDA

President Aliff, seconded by Councilor Gomez, moved to move item D1 to the end of the meeting.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

E. ORDINANCES – FINAL PRESENTATION

E1 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

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **10726**.

D. RESOLUTIONS

D1 A RESOLUTION APPOINTING A QUALIFIED PERSON TO FILL THE VACANT AT-LARGE CITY COUNCILOR SEAT CREATED BY THE RESIGNATION OF CHARLES HERNANDEZ.

A staff report was given by City Clerk Marisa Stoller.

Councilor Martinez nominated Colleen Clark; motion died for lack of a second.

Councilor Flores, seconded by Councilor Martinez, nominated Anita Cofer.

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

Councilor Gomez, seconded by Councilor Latino, nominated Chris Nicoll.

Roll Call - **Ayes:** President Aliff, Councilor Gomez. **Nays:** Councilor Flores, Councilor Latino, Councilor Maestri, Councilor Martinez. Motion Failed 4-2.

Councilor Maestri, seconded by Councilor Martinez, nominated Brett Boston.

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

Councilor Gomez, seconded by Councilor Latino, nominated Chris Nicoll.

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

Councilor Flores, seconded by Councilor Martinez, nominated Anita Cofer.

Roll Call - **Ayes:** Councilor Flores, Councilor Martinez. **Nays:** President Aliff, Councilor Gomez, Councilor Latino, Councilor Maestri. Motion Failed 4-2.

Councilor Gomez, seconded by Councilor Latino, nominated Chris Nicoll.

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

Councilor Maestri, seconded by Councilor Gomez, nominated Alex Mugatu.

Roll Call - **Ayes:** Councilor Maestri. **Nays:** President Aliff, Councilor Flores, Councilor Martinez, Councilor Gomez, Councilor Latino. Motion Failed 5-1.

Councilor Flores, seconded by Councilor Martinez, nominated Anita Cofer.

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

Councilor Martinez, seconded by Councilor Maestri, nominated Brett Boston.

Roll Call - **Ayes:** Councilor Martinez, Councilor Maestri. **Nays:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino. Motion Failed 4-2.

Councilor Gomez, seconded by Councilor Latino, nominated Chris Nicoll.

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

Councilor Martinez, seconded by Councilor Aliff, nominated Colleen Clark.

Roll Call - **Ayes:** Councilor Martinez. **Nays:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri. Motion Failed 5-1.

Councilor Gomez, seconded by Councilor Latino, nominated Chris Nicoll.

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

Councilor Flores, seconded by Councilor Martinez, nominated Anita Cofer.

Roll Call - **Ayes:** Councilor Flores, Councilor Martinez. **Nays:** President Aliff, Councilor Gomez, Councilor Latino, Councilor Maestri. Motion Failed 4-2.

Councilor Gomez, seconded by Councilor Latino, nominated Chris Nicoll.

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

Councilor Maestri, seconded by Councilor Martinez, nominated Brett Boston.

Roll Call - **Ayes:** Councilor Martinez, Councilor Maestri. **Nays:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino. Motion Failed 4-2.

Councilor Gomez, seconded by Councilor Latino, nominated Chris Nicoll.

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

Councilor Gomez, seconded by Councilor Latino, nominated Chris Nicoll.

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

President Aliff, seconded by Councilor Latino, nominated Chris Nicoll.

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

Councilor Gomez, seconded by Councilor Latino, nominated Chris Nicoll.

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

Councilor Flores, seconded by Councilor Martinez, nominated Anita Cofer.

Roll Call - **Ayes:** Councilor Flores, Councilor Martinez. **Nays:** President Aliff, Councilor Gomez, Councilor Latino, Councilor Maestri. Motion Failed 4-2.

Councilor Maestri, seconded by Councilor Martinez, nominated Brett Boston.

Roll Call - **Ayes:** Councilor Martinez, Councilor Maestri. **Nays:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino. Motion Failed 4-2.

Councilor Gomez, seconded by Councilor Latino, nominated Chris Nicoll.

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

Councilor Maestri, seconded by Councilor Martinez, nominated Brett Boston.

Roll Call - **Ayes:** Councilor Martinez, Councilor Maestri. **Nays:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino. Motion Failed 4-2.

Councilor Latino, seconded by Councilor Gomez, nominated Chris Nicoll.

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

Councilor Maestri, seconded by Councilor Flores, nominated Anita Cofer.

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

Councilor Maestri, seconded by Councilor Martinez, nominated Brett Boston.

Roll Call - **Ayes:** Councilor Martinez, Councilor Maestri. **Nays:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino. Motion Failed 4-2.

Councilor Gomez, seconded by Councilor Latino, nominated Chris Nicoll.

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

Councilor Gomez, seconded by Councilor Latino, nominated Chris Nicoll.

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

Councilor Flores, seconded by Councilor Gomez, moved to postpone item D1 to a Special City Council Meeting on Monday, June 17, 2024 at 7 p.m.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

F. ADJOURN

President Aliff adjourned the meeting at 9:26 p.m.

Respectfully submitted,



Marisa Stoller
City Clerk



**SPECIAL CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, JUNE 17, 2024 - 7:00 PM
MINUTES**

A. CALL TO ORDER

President Aliff called the meeting to order at 7:34 pm.

B. ROLL CALL

Council Members Present: Mark Aliff, Dennis Flores, Roger Gomez, 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, City Clerk Marisa Stoller.

C. RESOLUTIONS

C1 A RESOLUTION APPOINTING A QUALIFIED PERSON TO FILL THE VACANT AT-LARGE CITY COUNCILOR SEAT CREATED BY THE RESIGNATION OF CHARLES HERNANDEZ.

President Aliff, with the approval of Council, suspended the rules of procedure to allow for the re-raising of a motion despite its failure.

Councilor Gomez, seconded by Councilor Latino, moved to postpone the appointment until the recusal is resolved.

Roll Call - **Ayes:** Councilor Gomez. **Nays:** President Aliff, Councilor Flores, Councilor Latino, Councilor Maestri, Councilor Martinez. Motion Failed 1-5.

President Aliff, seconded by Councilor Maestri, nominated Brett Boston for the position.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** Councilor Gomez. Motion Passed 5-1.

President Aliff, seconded by Councilor Maestri, moved to appoint Brett Boston to fill the vacant At-Large City Councilor seat created by the resignation of Charles Hernandez.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** Councilor Gomez. Motion Passed 5-1.

D. ADJOURN

President Aliff adjourned the meeting at 7:44 p.m.

Respectfully submitted,

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

Marisa Stoller
City Clerk



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 24, 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 AMENDING RESOLUTION NO. 15635, CHANGING THE AWARD AMOUNT OF THE CONSTRUCTION CONTRACT 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), FROM \$14,244,873.00 TO \$14,246,653.00.

SUMMARY:

Attached is a Resolution to amend Resolution No. 15635, which awarded a construction contract to H.W. Houston Construction, LLC, in the amount of \$14,244,873.00, for Project No. 23-048A, Construction of Boathouse and Channel Extension for Historic Arkansas Riverwalk of Pueblo Phase IV (HARP Phase IV) to \$14,246,653.00, a change of \$1,780.00.

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.

Resolution 15635, dated May 13, 2024, awarded a construction contract to H. W. Houston Construction, LLC, in the amount of \$14,244,873.00, for Project No. 23-048A, Construction of Boathouse and Channel Extension for Historic Arkansas Riverwalk of Pueblo Phase IV, and setting forth \$452,225.00 in contingencies.

Ordinance No. 10716, dated May 28, 2024, rescinded Resolution 15594, accepted funds in the amount of \$200,000 from the Pueblo Urban Renewal Authority to fund, in part, the construction of the HARP Channel Extension and Boathouse Project. The Ordinance also budgeted and appropriated those funds into Project Account CI2432 - Const. HARP Extension and Boathouse.

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.

Resolution No. 15635, approved by City Council on May 13, 2024, approved the construction contract to H.W. Houston Construction LLC, in the amount of \$14,244,873.00; however, the actual contract amount should have been

\$14,246,653.00. This Resolution amends Resolution No. 15635 to award the correct amount to H.W. Houston Construction, LLC.

FINANCIAL IMPLICATIONS:

The additional \$1,780.00 that will be added to the contract for H.W. Houston Construction shall be paid from Project Account CI2432 - Const. HARP Channel Extension and Boathouse.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the additional amount of funding due to H.W. Houston LLC.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-048A Bid Summary

RESOLUTION NO. 15666

A RESOLUTION AMENDING RESOLUTION NO. 15635, CHANGING THE AWARD AMOUNT OF THE CONSTRUCTION CONTRACT 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), FROM \$14,244,873.00 TO \$14,246,653.00.

WHEREAS, City Council approved Resolution No, 15635 on May 13, 2024, approving an award of a construction contract to H.W. Houston Construction LLC, in the incorrect amount of \$14,244,873.00; and,

WHEREAS, the bid of H.W. Houston Construction, LLC, was \$14,246,653.00 and should have been the amount awarded; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Section 1 of Resolution 15635 is hereby deleted in its entirety and amended to read as follows:

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 \$14,246,653.00

SECTION 2.

Section 4 of Resolution 15635 is hereby deleted in its entirety and amended to read as follows:

SECTION 4.

Funds in the amount of \$10,001,780.00, shall be paid from Project Account CI2432, Const. HARP Extension and Boathouse.

SECTION 3.

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.

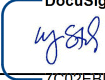
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 24, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
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

EVALUATION TABULATION

IFB No. 23-048A

Construction of Boathouse and Channel Extension for Historic Arkansas Riverwalk of Pueblo Phase IV (HARP Phase IV)

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

EVALUATION TABULATION

Public Improvement Invitation for Bid - Construction of Boathouse and Channel Extension for Historic Arkansas Riverwalk of Pueblo Phase IV (HARP Phase IV)

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EVALUATION TABULATION

IFB No. 23-048A

Construction of Boathouse and Channel Extension for Historic Arkansas Riverwalk of Pueblo Phase IV (HARP Phase IV)

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

EVALUATION TABULATION

Public Improvement Invitation for Bid - Construction of Boathouse and Channel Extension for Historic Arkansas Riverwalk of Pueblo Phase IV (HARP Phase IV)

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EVALUATION TABULATION

IFB No. 23-048A

Construction of Boathouse and Channel Extension for Historic Arkansas Riverwalk of Pueblo Phase IV (HARP Phase IV)

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

EVALUATION TABULATION

Public Improvement Invitation for Bid - Construction of Boathouse and Channel Extension for Historic Arkansas Riverwalk of Pueblo Phase IV (HARP Phase IV)

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EVALUATION TABULATION

IFB No. 23-048A

Construction of Boathouse and Channel Extension for Historic Arkansas Riverwalk of Pueblo Phase IV (HARP Phase IV)

ADD ALTERNATE 7 - ELECTRICAL & FIBER OPTIC IMPROVEMENTS

ADD ALTERNATE 7 - ELECTRICAL & FIBER OPTIC IMPROVEMENTS					H. W. Houston Construction, LLC		K.R. Swerdfefer 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. Swerdfefer 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

EVALUATION TABULATION

Public Improvement Invitation for Bid - Construction of Boathouse and Channel Extension for Historic Arkansas Riverwalk of Pueblo Phase IV (HARP Phase IV)

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EVALUATION TABULATION

IFB No. 23-048A

Construction of Boathouse and Channel Extension for Historic Arkansas Riverwalk of Pueblo Phase IV (HARP Phase IV)

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

EVALUATION TABULATION

Public Improvement Invitation for Bid - Construction of Boathouse and Channel Extension for Historic Arkansas Riverwalk of Pueblo Phase IV (HARP Phase IV)

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**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 24, 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 AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES IN THE AMOUNT OF \$49,470.00 TO TERRACON CONSULTANTS, INC., A DELAWARE CORPORATION, AUTHORIZED TO DO BUSINESS IN COLORADO, FOR PROJECT NO. 24-075 SPECIAL INSPECTION AND MATERIALS TESTING - HARP CHANNEL EXTENSION AND BOATHOUSE, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Consulting Services to Terracon Consultants, Inc., to render certain professional materials testing, special inspection services, and related services. Terracon Consultants, Inc., was determined to be the most responsible bidder and will be awarded a contract in the amount of \$49,470.00.

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.

Resolution No. 15635, dated May 13, 2024, awarded a construction contract in the amount of \$14,244,873.00, to HW Houston Construction for Project 23-048A, Construction of HARP Channel and Riverwalk Extension Project, and set forth funds in the amount of \$452,225.00 for contingencies.

Ordinance No. 10716, dated May 28, 2024, rescinded Resolution 15594, accepted funds in the amount of \$200,000 from the Urban Renewal Authority of Pueblo, and budgeting and appropriating said funds for the HARP Channel Extension and Boathouse 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.

As part of the construction, the Pueblo Regional Building Department and the City of Pueblo require additional 3rd party material testing and special inspections. Terracon Consultants, Inc were selected as the most advantageous and in the best interest of the City of Pueblo to provide the testing and inspections during construction.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$49,470.00 will be paid from Project Account CI2432 – Const. HARP Channel Extension and Boathouse

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will result in cancelation of the special inspection and material testing; which are required for the construction of the fire stations. Canceling the special inspections and material testing project will require that the construction of the HARP Channel Extension and Boathouse be canceled as well.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-075 Draft Agreement

RESOLUTION NO. 15667

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES IN THE AMOUNT OF \$49,470.00 TO TERRACON CONSULTANTS, INC., A DELAWARE CORPORATION, AUTHORIZED TO DO BUSINESS IN COLORADO, FOR PROJECT NO. 24-075 SPECIAL INSPECTION AND MATERIALS TESTING - HARP CHANNEL EXTENSION AND BOATHOUSE, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, the Proposal of Terracon Consultants, Inc., for Project No. 24-075 Special Inspection and Materials Testing - HARP Boathouse and Riverwalk Extension, has been received and examined; AND,

WHEREAS, the Proposal of Terracon Consultants, Inc., was determined to be the most advantageous to the City of Pueblo, and in the best interest of the City of Pueblo, based on the evaluation factors set forth in the Request for Proposals; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-075 Special Inspection and Materials Testing - HARP Channel Extension and Boathouse to be performed, and the Contract for said services is hereby awarded to Terracon Consultants, Inc., in the amount of \$49,470.00.

SECTION 2.

Funds for said Agreement shall be paid from Project Account CI2432 - HARP Channel Extension and Boathouse.

SECTION 3.

The Purchasing Agent is hereby authorized to execute said contract on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest the 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: June 24, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED:
PRESIDENT OF CITY COUNCIL

ATTESTED BY:
CITY CLERK



**DRAFT AGREEMENT FOR PROFESSIONAL CONSULTING
SERVICES BY AND BETWEEN CITY OF PUEBLO AND
TERRACON CONSULTANTS, INC.**

24-075

SPECIAL INSPECTION AND MATERIALS TESTING - HARP
BOATHOUSE AND CHANNEL EXTENSION

DRAFT AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND TERRACON CONSULTANTS, INC.

THIS AGREEMENT ("Agreement") made and entered this Thursday, June 13, 2024 by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and Terracon Consultants, Inc., (hereinafter referred to as "Consultant"), for Consultant to render certain professional planning, design, architectural, and related services for Owner in connection with Bid 24-075 Special Inspection and Materials Testing - HARP Boathouse and Channel Extension, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and Terracon Consultants, Inc., a Delaware Corporation authorized to do business in Colorado, (hereinafter referred to as "Consultant"), for Consultant to render certain professional materials testing, special inspection services, and related services for City in connection with Project 24-075 Special Inspection and Materials Testing - HARP Boathouse and Channel Extension, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

- A. Consultant shall satisfactorily perform special inspections, construction materials testing services, and related services to ensure compliance with applicable Building Codes/Regulations, construction drawings, specifications and quality control for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services"). Such Services shall include all usual and customary professional services incidental to the work on the Project. In the event this Agreement follows the selection of Consultant by City pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.
- B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.
- C. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

- A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and all inspection reports, project correspondence, certifications associated with the inspections performed, and other services, irrespective of City's approval of or acquiescence in same. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and City's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.
- B. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.
- C. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Services described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (1) Consultant considers the work beyond the scope of this Agreement, (2) the reasons that Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.
- D. Consultant acknowledges that, due to the nature of the services for this project, related professional services, and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and subconsultants identified in Schedule 3 ("Identification of Personnel, Subcontractors, and Task Responsibility") attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, subconsultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

3. CITY'S RESPONSIBILITIES

- A. City agrees to advise Consultant regarding City's Project requirements and to provide all relevant information, data and previous reports accessible to City which Consultant may reasonably require.
- B. City shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind City as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of \$5000 or 5% of the maximum agreement price.
- C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any inspection reports, project correspondence, certifications associated with the inspections performed, and other services or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.
- D. City shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of City and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for City to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of City but must be procured from others.

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 – “Services” and Section 2 of this Agreement. The proposed work schedule attached as Schedule 3 may be adjusted by mutual agreement of all parties.

5. PAYMENT

- A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed \$49,470.00 in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in this

Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

- B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.
- C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."
- D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.
- E. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

- A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all inspection reports, project correspondence, certifications associated with the inspections performed, and other documents or work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.
- B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due.

In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

- C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (1) the reasonable value of completed work to City, or (2) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.
- D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

All inspection reports, project correspondence, certifications associated with the inspections performed, and all other documents or instruments procured or produced by the Consultant in the performance of this Agreement shall be the sole property of the City and the City is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Consultant agrees that the City shall have access at all reasonable times to inspect and make copies of all communication, notes, inspection details, reports, certifications, technical data, and all other documents pertaining to the work to be performed under this Agreement. In the event City uses the information provided hereunder for another project independent from Project, without adaptation by Consultant, City shall hold harmless Consultant from all loss, claims, injury, and judgments arising from the use of such information for such other project.

7.2. Advertising

Unless specifically approved in advance in writing by City, Consultant shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Consultant's employees. If Consultant wishes to include representations in advertising or promotional materials, it shall submit a draft of same and printer's proof of the proposed advertising or promotional materials to the City for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that

employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Department of Public Works, Attn: Andrew Hayes, Director, 200 E. D Street, Pueblo, CO, 81003; or to the Consultant, Terracon Consultants, Inc., Attn: Stewart Dixon, P.G., 4172 Center Park Dr., Colorado Springs, CO, 80916. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Project 24-075 Special Inspection and Materials Testing - HARP Boathouse and Channel Extension are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.6. Subcontracts

- A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.
- B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Consultant.
- C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and

receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Consultant may be assigned by it without the written consent of the City. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

7.8. Amendments

No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representatives of both Consultant and City.

7.9. Choice of Law and Venue

Colorado law, the Pueblo City Charter, the Pueblo Municipal Code, and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference that conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the County of Pueblo.

7.10. Severability

If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.11. Appropriations

- A. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.
- B. Financial obligations of the City payable after the current City Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

8. DISPUTES

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which the designated Agreement representatives cannot resolve shall be referred in writing to the Mayor's Office for the City for a final determination of the issue. The Parties agree that participation in this administrative procedure shall be a condition precedent to the initiation of litigation, except in the case of an emergency or other conditions that entitle either Party to seek injunctive or emergency relief from a court of competent jurisdiction, in which no participation in the preceding alternative dispute resolution process shall be required.

9. INSURANCE

9.1. Conditions

- A. Consultant agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth below.
- B. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, arising out of negligent acts, errors or omissions of Consultant, their employees, subcontractors, and consultants.

9.2. Minimum Requirements

- A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement, and "Completed Operations and Projects Liability" coverage.

- B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. Alternate coverage of combined single limit, each accident, in an amount of not less than \$1,000,000 may be accepted at the discretion of the Purchasing Director. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles whether owned, leased, hired or used by Consultant.
- C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.
- D. Professional Liability Insurance with coverage of not less than \$1,000,000 in a form and with a deductible acceptable to City.

9.3. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the City, 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). No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

10. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

11. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

12. PERA LIABILITY

The Consultant shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Consultant shall complete the Colorado PERA Questionnaire and the completed form shall be included as an Additional Information of the signed Agreement.

13. SCHEDULES

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

- Schedule 1 - "Scope of Services"
- Schedule 2 - "Fee Schedule"
- Schedule 3 - "Identification of Personnel, Subcontractors, and Task Responsibility"

14. SIGNATURE

- A. This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (1) an original, and all of which taken together shall constitute one and the same agreement, (2) a valid and binding agreement and fully admissible under state and federal law, and (3) enforceable in accordance with its terms.
- B. This Agreement, together with all Project Documents incorporated by reference, constitutes the entire Agreement between City and Contractor with respect to their subject matter, and may not be amended or modified except by written document signed by both parties.

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

This Agreement, together with all Project Documents incorporated by reference, constitutes the entire Agreement between City and Contractor with respect to their subject matter, and may not be amended or modified except by written document signed by both parties.

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

TERRACON CONSULTANTS, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
_____(Signer, Title)_____

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:

Schedule 1 - Scope of Services

Schedule 2 - Fee Schedule

Schedule 3 - Identification of Personnel, Subcontractors, and Task Responsibility

Additional Information for Agreement



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 24, 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-24-14) TO THE HARP FOUNDATION, A COLORADO NONPROFIT CORPORATION, FOR THE USE OF ALAN HAMEL AVENUE BETWEEN SOUTH UNION AVENUE AND SANTA FE AVENUE AND MAIN STREET BETWEEN "D" STREET AND CITY CENTER DRIVE TO FACILITATE THEIR ANNUAL ROLLIN' 4TH OF JULY FIREWORKS CELEBRATION

SUMMARY:

Attached is a draft of a revocable permit (REV 24-14) submitted by the HARP Foundation.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The HARP Foundation has submitted a revocable permit application (REV 24-14) for the use of Alan Hamel Avenue between South Union Avenue and Santa Fe Avenue and Main Street between "D" Street and City Center Drive to facilitate their annual Rollin' 4th of July Fireworks Celebration. The closures would be in effect from Thursday, July 4, 2024, at 6:00 A.M. through Friday, July 5, 2024, at 12:00 P.M.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from being able to close roadways necessary to support the fireworks event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15668

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-14) TO THE HARP FOUNDATION, A COLORADO NONPROFIT CORPORATION, FOR THE USE OF ALAN HAMEL AVENUE BETWEEN SOUTH UNION AVENUE AND SANTA FE AVENUE AND MAIN STREET BETWEEN "D" STREET AND CITY CENTER DRIVE TO FACILITATE THEIR ANNUAL ROLLIN' 4TH OF JULY FIREWORKS CELEBRATION

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV 24-14) is authorized to be issued to the HARP Foundation for the use of Alan Hamel Avenue between South Union Avenue and Santa Fe Avenue and Main Street between "D" Street and City Center Drive to facilitate their annual Rollin' 4th of July Fireworks Celebration.

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: June 24, 2024

BY: Dennis Flores

MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff

PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 24, 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 CONFIRMING THE APPOINTMENTS BY THE MAYOR OF AMANDA MARASCOLA TO COMPLETE A FIVE-YEAR TERM EXPIRING JULY 1, 2027, IN THE PUBLIC HOUSING RESIDENT POSITION AND DAVID KOCHIS TO SERVE A FIVE-YEAR TERM EXPIRING JULY 1, 2029, ON THE HOUSING AUTHORITY OF THE CITY OF PUEBLO BOARD OF DIRECTORS

SUMMARY:

This Resolution confirms the appointment by the Mayor of members to serve on the Housing Authority of the City of Pueblo Board of Directors.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to the resignation of incumbent Catherine Allen, there is one position available for a public housing resident to complete a five-year term expiring July 1, 2027, on the Housing Authority Board of Directors. Due to the term expiration of Jack Quinn, there is also a position available to serve a five-year term expiring July 1, 2028, on the Housing Authority of the City of Pueblo Board of Directors.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15669

A RESOLUTION CONFIRMING THE APPOINTMENTS BY THE MAYOR OF AMANDA MARASCOLA TO COMPLETE A FIVE-YEAR TERM EXPIRING JULY 1, 2027, IN THE PUBLIC HOUSING RESIDENT POSITION AND DAVID KOCHIS TO SERVE A FIVE-YEAR TERM EXPIRING JULY 1, 2029, ON THE HOUSING AUTHORITY OF THE CITY OF PUEBLO BOARD OF DIRECTORS

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointments of Amanda Marascola in the public housing resident position and of David Kochis to the Housing Authority of the City of Pueblo Board of Directors; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Amanda Marascola to the Housing Authority of the City of Pueblo Board of Directors as a public housing resident to complete a five-year term expiring July 1, 2027 shall be and is hereby confirmed by the City Council.

SECTION 2.

The appointment by the Mayor of David Kochis to the Housing Authority of the City of Pueblo Board of Directors to serve a five-year term expiring July 1, 2029 shall be and is hereby confirmed by the City Council.

SECTION 3.

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

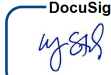
SECTION 4.

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

INTRODUCED: June 24, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 24, 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 CONFIRMING THE APPOINTMENT BY THE MAYOR OF ABEL CHAVEZ TO SERVE A FIVE-YEAR TERM EXPIRING JULY 1, 2029, ON THE BOARD OF HEALTH

SUMMARY:

This Resolution confirms the appointment by the Mayor of Abel Chavez to serve a five-year term expiring July 1, 2029, on the Board of Health.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to the term expiration of Ed Brown, there is one spot available to serve a term on the Board of Health.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Remove from the agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF ABEL CHAVEZ TO SERVE A FIVE-YEAR TERM
EXPIRING JULY 1, 2029, ON THE BOARD OF HEALTH

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Abel Chavez to the Board of Health; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Abel Chavez to the Board of Health to serve a five-year term expiring July 1, 2029, shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: June 24, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 24, 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 CONFIRMING THE APPOINTMENT BY THE MAYOR OF ROBERT ESSER TO SERVE A FOUR-YEAR TERM EXPIRING JULY 1, 2028, ON THE RETAIL & MEDICAL MARIJUANA LICENSING AUTHORITY

SUMMARY:

This Resolution confirms the appointment by the Mayor of Robert Esser to serve a four- year term expiring July 1, 2028, on the Retail & Medical Marijuana Licensing Authority.,

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to the term expiration of Carla Rose, there is one position available for a member to serve a four-year term on the Retail & Medical Marijuana Licensing Authority.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

Approval of the Resolution.

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

N/A

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15670

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF ROBERT ESSER TO SERVE A FOUR-YEAR TERM
EXPIRING JULY 1, 2028, ON THE RETAIL & MEDICAL
MARIJUANA LICENSING AUTHORITY

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Robert Esser to the Retail & Medical Marijuana Licensing Authority; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Robert Esser to the Retail & Medical Marijuana Licensing Authority to serve a four-year term expiring July 1, 2028, shall be and is hereby confirmed by the City Council.

SECTION 2.

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

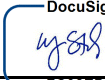
SECTION 3.

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

INTRODUCED: June 24, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 24, 2024

TO: President Mark Cliff 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 2023 COLORADO DIVISION OF CRIMINAL JUSTICE, OFFICE OF ADULT AND JUVENILE ASSISTANCE, COMMUNITY INITIATIVE TO REDUCE VIOLENCE GRANT IN THE AMOUNT OF \$131,660, RATIFYING THE PRIOR SIGNATURE OF THE MAYOR TO EXECUTE THE GRANT AWARD LETTER AND RELATED DOCUMENTS, ESTABLISHING PROJECT NUMBER CI2219, AND BUDGETING AND APPROPRIATING THE GRANT FUNDS OF \$131,660 TO SAID PROJECT

SUMMARY:

Attached is a 2023 Community Initiative to Reduce Violence Grant, the related Grant Award Letter, and accompanying documents for the Colorado Division of Criminal Justice, Office of Adult and Juvenile Assistance # 2023-CP-23-11, known as the Community Initiative to Reduce Violence Program. Due to clerical oversight caused by staff turnover, an Ordinance accepting and approving the grant funds was not presented prior to signatures by City Staff, establishing Project Number CI2219, and the budgeting and appropriating of grant funds. This Ordinance approves the Grant Agreement and ratifies City Staff's prior signature thereto.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City has already established Project Number CI2219 as well as the budgeting and appropriating of grant funds. This will retroactively approve the actions of the City.

FINANCIAL IMPLICATIONS:

No additional financial implications will result from this Ordinance. Previously grant funds in the amount of \$131,660.00 were budgeted and appropriated into Project No.

CI2219.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could choose to decline to ratify the prior signatures and return the grant award.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2023-CP-23-11 Grant Award
2. Signature Page 23-CP-23-11 Intergovernmental Grant Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A 2023 COLORADO DIVISION OF CRIMINAL JUSTICE, OFFICE OF ADULT AND JUVENILE ASSISTANCE, COMMUNITY INITIATIVE TO REDUCE VIOLENCE GRANT IN THE AMOUNT OF \$131,660, RATIFYING THE PRIOR SIGNATURE OF THE MAYOR TO EXECUTE THE GRANT AWARD LETTER AND RELATED DOCUMENTS, ESTABLISHING PROJECT NUMBER CI2219, AND BUDGETING AND APPROPRIATING THE GRANT FUNDS OF \$131,660 TO SAID PROJECT

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept grants for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the Colorado Division of Criminal Justice, Office of Adult and Juvenile Assistance, Project Community Initiative to Reduce Violence has tendered an award ("Award") for Project No. 2023-CP-23-11 / Community Initiative to Reduce Violence Grant Program (Pueblo) in the amount of \$131,660.00 upon conditions recited therein or incorporated therein by reference; and

WHEREAS, acceptance of the Award for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare, and safety of the citizens of the City; NOW, THEREFORE

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

SECTION 1.

The Grant Award Letter (Intergovernmental Grant Agreement), PSN Grant#: 2022-GP-23-04, ("Agreement") between the State of Colorado Division of Criminal Justice, Office of Adult and Juvenile Assistance, and the City of Pueblo, a Municipal Corporation, for Project Safe Neighborhood Grant Program, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Then City Staff's execution of the Agreement in the name and on behalf of the City of Pueblo is hereby approved and ratified, and the execution by electronic signature is attributable to the City of Pueblo.

SECTION 3.

Project No. CI2219 is hereby established.

SECTION 4.

Grant funds in the amount of \$131,660.00 shall be accepted pursuant to the Agreement and budgeted and appropriated to Project No. CI2219.

SECTION 5.

Pursuant to the Agreement, the State of Colorado, Colorado Division of Criminal Justice,

Office of Adult and Juvenile Assistance, ("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. CI2219, 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 _____.

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

Grantee: City of Pueblo
 Project: Community Initiative to Reduce Violence (Pueblo)

DCJ Grant #: 2023-CP-23-11

**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 2023-CP-23-11
Grantee City of Pueblo	Federal Unique Entity Identifier (UEI) NJK3BNUDRHJ7
Grant Issuance Date (Start Date) The later of the Effective Date or January 1, 2023	Grant Expiration Date (End Date) June 30, 2024
Grant Amount State Fiscal Year 2023: \$ 44,980 State Fiscal Year 2024: \$ 86,680 Total for all State Fiscal Years: \$131,660	Grant Authority (State Authority) The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507. 24-33.5-527. Multidisciplinary crime prevention and crisis intervention grant program
Grant Description The city uses a community approach for systemic change that creates linkages between systems and redefines ways of working together to develop a collaborative, integrated approach to gang activity, gang related crime and gang related violence. This Systems Approach requires wide-scale, integrated solutions and requires contribution from all impacted sectors. It is the Community Initiative to Reduce Violence (CIRV), a formal collective impact effort, that will develop and act on a strategy to address gang activity in Pueblo.	
Grant Purpose The goal of the Multidisciplinary Crime Prevention and Crisis Intervention Grant Program is to support community-based, multidisciplinary approaches to crime prevention and crisis intervention strategies, specifically in areas where crime is disproportionately high. These funds were awarded through a competitive solicitation process and based on recommendations from the multidisciplinary crime prevention and crisis intervention advisory committee established pursuant to C.R.S 24-33.5-527(3).	
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.	

Grantee: City of Pueblo
Project: Community Initiative to Reduce Violence (Pueblo)

DCJ Grant #: 2023-CP-23-11

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:



14DB46E240044C2

By: ☐ Joe Thome, Director, or
☒ Debbie Oldenettel, Deputy Director

Date: 12/30/2022 | 12:23:53 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:



363D680603F0405

By: Lyndsay J. Clelland, Contract and Grant Coordinator, Division of Criminal Justice

Effective Date: 12/30/2022 | 1:24:32 PM MST

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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 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

Grantee: City of Pueblo
 Project: Community Initiative to Reduce Violence (Pueblo)

DCJ Grant #: 2023-CP-23-11

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 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.
- 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.

Grantee: City of Pueblo
 Project: Community Initiative to Reduce Violence (Pueblo)

DCJ Grant #: 2023-CP-23-11

- 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 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. 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 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.

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

Grantee: City of Pueblo
Project: Community Initiative to Reduce Violence (Pueblo)

DCJ Grant #: 2023-CP-23-11

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 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

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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.

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 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 approved 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.

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.

Grantee: City of Pueblo
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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/>.

Grantee: City of Pueblo
 Project: Community Initiative to Reduce Violence (Pueblo)

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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	Option Agreement Number Insert CMS number or Other Agreement Number of this Option
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	Agreement Performance Beginning Date Month Day, Year
Total for All State Fiscal Years \$0.00	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: _____
---	--

Grantee: City of Pueblo
Project: Community Initiative to Reduce Violence (Pueblo)

DCJ Grant #: 2023-CP-23-11

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: _____

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 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.

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.

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.

1. 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).

2. 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.

3. 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.

Grantee: City of Pueblo

Project: Community Initiative to Reduce Violence (Pueblo)

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4. 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.

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 following Special Conditions are incorporated herein.

I. Programs funded for crime prevention and crisis intervention strategies may include:

- Violence Interruption Programs;
- Early Intervention Teams;
- Primary and Secondary Violence Prevention Programs;
- Restorative Justice Services;
- Co-Responder Programs;
- Other Research-Informed Crime and Crisis Prevention and Recidivism Reduction Programs; and
- Support Team-Assisted Response Programs.

II. The Division of Criminal Justice may (DCJ) release up to twenty-five percent of the total year grant award to a grantee to be used for grantee start-up expenses necessary to implement the grants, including hiring program staff, administrative expenses, or other allowable expenses determined by the DCJ and documented by the grantee.

III. Grantees may not use more than ten percent of the total yearly grant award for administrative costs.

IV. Grantees are required to provide narrative and fiscal reports describing how the grant funds are utilized, including data and other information related to performance metrics established by DCJ. Reports must include evidence of the impact of the grant on crime, criminal justice involvement, and community relationships with law enforcement.

Additional Program Specific Conditions applicable to this Agreement.

1. If the agency's most recent audit or financial review has not been received at the time of execution of this Agreement, **within 60 days** of the execution of this Agreement, grantee will provide DCJ with the agency's most recent audit or financial review or evidence that an audit or financial review is scheduled to be completed.
2. **Within 14 days** of execution of this Agreement, grantee will complete and upload the Financial Management Questionnaire in the DCJ grant management system.

Grantee: City of Pueblo

Project: Community Initiative to Reduce Violence (Pueblo)

DCJ Grant #: 2023-CP-23-11

EXHIBIT D, STATEMENT OF WORK

The Statement of Work contained within the DocuSign Envelope is incorporated herein.

Grantee: City of Pueblo
Project: Community Initiative to Reduce Violence (Pueblo)

DCJ Grant #: 2023-CP-23-11

EXHIBIT E, BUDGET

Unspent funds from Fiscal Year 2023, shall automatically be applied to Fiscal Year 2024 contingent on funding availability as described in the body of this Grant Award Letter. If funding becomes unavailable DCJ shall notify the grantee per the terms of this Grant Award Letter.

The Budget and Budget Narrative contained within the DocuSign Envelope is incorporated herein.

Certificate Of Completion

Envelope Id: 2914F514CE244B1EA7439ADFCFC7C71F

Status: Completed

Subject: DCJ Grant 2023-CP-23-11; Community Initiative to Reduce Violence (Pueblo)

Source Envelope:

Document Pages: 28

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

OAJJA Grants

AutoNav: Enabled

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Enveloped Stamping: Enabled

Lakewood, CO 80215

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

cdps_dcj_oajjagrants@state.co.us

IP Address: 165.127.87.1

Record Tracking

Status: Original

Holder: OAJJA Grants

Location: DocuSign

12/30/2022 11:58:09 AM

cdps_dcj_oajjagrants@state.co.us

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: CDPS Contracts and Grants

Location: DocuSign

Signer Events**Signature****Timestamp**

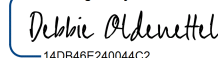
Debbie Oldenettel

Debbie.Oldenettel@state.co.us

Deputy Director, DCJ

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Sent: 12/30/2022 12:06:18 PM

Viewed: 12/30/2022 12:23:43 PM

Signed: 12/30/2022 12:23:53 PM

Signature Adoption: Pre-selected Style

Using IP Address: 76.130.168.96

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 8/15/2022 3:01:53 PM

ID: b0c4163c-f100-4ad2-99f4-9e68c87552b7

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:



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Signed: 12/30/2022 12:24:32 PM

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Nicholas Gradisar

ngradisar@pueblo.us

Mayor

Security Level: Email, Account Authentication
(None)

Sent: 12/30/2022 12:24:35 PM

Electronic Record and Signature Disclosure:

Accepted: 8/14/2022 8:21:33 AM

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Carbon Copy Events	Status	Timestamp
Aleah Bachtel aleah.bachtel@state.co.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/30/2022 12:24:35 PM
Kayleigh McKenzie kmckenzie@pueblo.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/30/2022 12:24:35 PM
Laura Solano lsolano@pueblo.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/30/2022 12:24:35 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/30/2022 12:06:18 PM
Certified Delivered	Security Checked	12/30/2022 12:24:23 PM
Signing Complete	Security Checked	12/30/2022 12:24:32 PM
Completed	Security Checked	12/30/2022 12:24:35 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CDPS Contracts and Grants (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CDPS Contracts and Grants:

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:

To contact us by email send messages to: sarah.white@state.co.us

To advise CDPS Contracts and Grants of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sarah.white@state.co.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CDPS Contracts and Grants

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.

To withdraw your consent with CDPS Contracts and Grants

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- 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..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CDPS Contracts and Grants as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CDPS Contracts and Grants during the course of your relationship with CDPS Contracts and Grants.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 24, 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 BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, RELATING TO THE OPERATION AND MAINTENANCE OF CERTAIN STATE-OWNED DRAINAGE, IRRIGATION, AND LANDSCAPING IMPROVEMENTS LOCATED ON THE EAST SIDE OF I-25 GENERALLY BETWEEN E. 22ND STREET AND E. 26TH STREET, 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 by and through the Colorado Department of Transportation, relating to the operation and maintenance of certain state-owned drainage, irrigation, and landscaping improvements located on the east side of I-25 generally between E. 22nd Street and E. 26th Street, and approving the Mayor to execute the Intergovernmental Agreement on behalf of the City.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

As part of its upcoming project to reconstruct the interchange at I-25 and US-50B, CDOT will be installing new landscaping, irrigation, and drainage improvements in several areas that serve as drainage ponds to retain stormwater runoff from I-25. At the City's request, CDOT has agreed to install turf grass and irrigation systems within those areas that have historically been used as green space by community members that live near the ponds. The ponds will be separated from I-25 by a sound wall and,

under the terms of the proposed Intergovernmental Agreement, the City will be responsible for maintaining all of the turf areas, the riprap, drainage channels, City-owned utilities, and other improvements in the drainage pond areas.

The City's Parks and Recreation Department has maintained the turf grass and irrigation systems in these areas in the past. This agreement will formalize that arrangement incident to CDOT's upcoming construction project.

FINANCIAL IMPLICATIONS:

Minimal additional costs are anticipated above those which the City has historically incurred for maintenance of the turf grass and irrigation systems in the area.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

Not applicable to this ordinance.

ALTERNATIVES:

Failure to approve this Ordinance will preclude the City from entering into the Intergovernmental Agreement with CDOT and community members in the vicinity of these drainage ponds will lose the use of the green space amenity that they have historically enjoyed.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Complete Draft MTCE Pueblo (23535) 331003316 May 02 2024 (City edits 240610)

ORDINANCE NO.

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, RELATING TO THE OPERATION AND MAINTENANCE OF CERTAIN STATE-OWNED DRAINAGE, IRRIGATION, AND LANDSCAPING IMPROVEMENTS LOCATED ON THE EAST SIDE OF I-25 GENERALLY BETWEEN E. 22ND STREET AND E. 26TH STREET, 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.

The Intergovernmental Agreement ("Agreement") between the City of Pueblo ("City"), a Colorado Municipal Corporation, and the State of Colorado, by and through the Colorado Department of Transportation, relating to the operation and maintenance of certain drainage, landscaping, irrigation, and associated improvements, 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 of Pueblo are authorized to perform any and all acts consistent with this Ordinance and the Agreement 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

AGREEMENT

This Agreement, is entered into by and between the State of Colorado for the use and “State” or “CDOT”), and the CITY OF PUEBLO (the “Local Agency”); CDOT and the Local Agency individually shall be referred to as a “Party”, and together shall be referred to as the “Parties.” This Agreement shall not be valid or enforceable until the Effective Date as shown on the Signature and Cover Page of this Agreement.

RECITALS

CDOT has designed and will construct improvements for I-25 at US50B Areas West of Noise Wall 28th Street to 23rd Street, Reconstruction Project, located in the City of Pueblo, Colorado, (“Project”) and;

The Parties recognize the importance and benefit to their respective systems by the Local Agencies’ operation and maintenance of a portion of the Project and;

The Parties desire to agree upon the division of responsibility for their respective maintenance and operation obligations (the “Work”) on the Project as shown in **Exhibit A** and;

The Local Agency is adequately staffed and suitably equipped to undertake and satisfactorily carry out its operations and maintenance responsibilities under this Agreement; and

Required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

This Agreement is executed by the State under authority of §§43-1-106, 43-1-110, 43-1-201, et seq., 43-2-102, and 43-2-144, C.R.S., as amended; and

The Local Agency agrees by its execution hereof that it is duly authorized to enter into this Agreement. Authorization may be evidenced by an appropriate ordinance/ resolution or authority letter. A copy of any such ordinance/resolution or authority letter may be attached as **Exhibit B**. The provision by the Local Agency to CDOT of such ordinance/resolution or authority letter is at the Local Agency’s discretion; and

These recitals are hereby incorporated into the terms of this Agreement.

NOW, THEREFORE, it is hereby agreed that:

I. Scope of Work:

The Work under this Agreement shall consist of the inspection, operations, maintenance, and repair responsibilities of the Project as set forth and depicted in **Exhibit A**.

II. Exhibits

The Exhibits attached to this Agreement are:

Exhibit A- Scope of Work of the Project

Exhibit B- Local Agency Resolution

Exhibit C- PII Certification

III. Order of Precedence

In the event of conflicts or inconsistencies between this Agreement and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in Section IX of this Agreement
2. This Agreement
3. **Exhibit A-** Scope of Work of the Project
4. **Exhibit B-** Local Agency Resolution
5. **Exhibit C-** PII Certification

IV. Term

This Agreement shall begin the date approved by all Parties and shall extend for the useful life of the improvements, unless earlier modified or terminated by written agreement of the Parties.

V. CDOT Commitments

A. CDOT shall accept inspection, operation, maintenance, and repair responsibilities for the portions of the Work identified as CDOT's area of responsibility shown in **Exhibit A**.

B. CDOT shall, at its own cost and expense, inspect, operate, maintain, repair, and make ample provision each year for said activities for those portions of the Work identified as CDOT's area of responsibility in **Exhibit A**.

C. CDOT grants the Local Agency access to enter CDOT Right of Way ("ROW") to perform inspection and maintenance duties. Though a separate access permit will not be required, notification to CDOT of a Local Agency approved and CDOT accepted Method of Handling Traffic shall be required for any work impacting traffic.

D. CDOT (and FHWA, if applicable) may make periodic inspections of the Project elements to verify that they are being adequately operated, maintained, and repaired. If CDOT inspections indicate the Project elements are not functioning as designed, CDOT may issue a written notice to the Local Agency to cure deficiencies. In the event the deficiencies are not remedied within the Project timeline after written notice from CDOT to the Local Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Project. The Local Agency shall reimburse CDOT its actual and documented costs for such maintenance and repair work including labor, equipment, supplies, and materials. If CDOT repairs any deficiencies, it is under no obligation to maintain or repair in the future.

VI. Local Agency Commitments

- A. The Local Agency shall accept inspection, operation, maintenance, and repair responsibilities for the portions of the Work identified as the Local Agency's area of responsibility for the Work shown in **Exhibit A**.
- B. The Local Agency shall, at its own cost and expense, inspect, operate, maintain, repair, and make ample provision each year for those portions of the Work identified as the Local Agency's area of responsibility, as shown in **Exhibit A**.
- C. All Work by the Local Agency must be performed by a person experienced in the inspection, operation, and maintenance of the Project. This is to ensure that the Project are operating as designed. Any inspection form may be used if it is acceptable by agreement of the Parties.
- D. The Local Agency grants CDOT access to enter Local Agency ROW to perform CDOT's inspection, operation, maintenance, and repair duties of the Work.
- E. If after inspection of the Project, CDOT may issue a written notice to cure deficiencies if the Local Agency fails to inspect, report, or properly maintain the Project identified in **Exhibit A**. In the event the deficiencies are not remedied within the Project timeline after written notice from CDOT to the Local Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Project. The Local Agency shall reimburse CDOT its actual and documented costs for such maintenance and repair work including labor, equipment, supplies, and materials. If CDOT repairs any deficiencies, it is under no obligation to maintain or repair in the future.

VII. Joint Commitments

- A. CDOT and the Local Agency will provide liaison through the representatives listed below. If the representatives or contact information changes the Party is to give written notice regarding the substitution of representatives or contact information to the other Party's Liaisons.

CDOT Project Liaison

Jennifer Sparks, Region 2, South Program Engineer
CDOT Region 2
5615 Wills Blvd.
Pueblo, CO 81008
Phone: 719-251-7838
Email: jennifer.sparks@state.co.us

Local Agency Project Liaison

Andrew Hayes, Public Works Director
City of Pueblo
211 E. D Street
Pueblo, CO 81003
Phone: 719-553-2267
Email: ahayes@pueblo.us

- B. If safety concerns are identified relating to the Project, the Parties will partner with each other and any other affected local jurisdictions to identify the appropriate response to maintain safe and functional Project.
- C. Prior to commencing any activities, the Parties shall coordinate with each other to minimize impacts to landscaping and/or enhancements that were installed by the Local Agency. CDOT will not be responsible for replacing any enhanced landscaping or irrigation installed by the Local Agency.
- D. In the event the Project fails due to surpassing their useful life cycle, the Parties will be responsible for improvements that are not covered by maintenance responsibilities of the Local Agency pursuant to **Exhibit A**.
- E. Any fines levied against CDOT, or the Local Agency shall be the responsibility of the Party whose action or inaction is the cause of the fine, regardless of which Party the fine is levied against.
- F. The Parties shall make, keep, maintain, and allow inspection and monitoring by CDOT, of a complete file of all records, documents, communications, notes, and other written materials, electronic media files, and communications pertaining in any manner to the Work. The Parties shall maintain such records for the useful life of the Project, following federal, State, and Local Agency record retention policies in either paper or electronic form.

VIII. General Provisions

A. Assignment

Local Agency's rights and obligations under this Agreement 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 Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections,

subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

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

D. Modification

The State may modify the terms and conditions of this Agreement by issuance of an updated Agreement, which shall be effective if Local Agency accepts Agreement Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Agreement in a formal amendment to this Agreement, 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 Agreement to a statute, regulation, State Fiscal Rule, fiscal policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Agreement Issuance Date. Local Agency 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, Agreement and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Severability

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

H. Survival of Certain Agreement Terms

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

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Agreement 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 Agreement are incidental to the Agreement, 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 Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

- i. Local Agency shall comply with and the work provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency 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 Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency's work 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.

IX. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts (agreements). Contractor refers to Local Agency and Contract refers to Agreement.

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(19), 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., applicable Local Agency law, rule or regulation

Financial obligations of the Parties payable after the current State 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 (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) 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. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Exhibit A-Scope of Work

I-25 @ US50B Areas West of Noise Wall 28th Street to 23rd Street Maintenance IGA

The “Work” under this contract shall consist of maintenance responsibilities between CDOT and the City of Pueblo (City), for areas west of the proposed I25 noise wall from 28th St to 23rd St that is a part of the I-25 @ US50B Project in the City of Pueblo as further described below and as shown in following map exhibits. This is only related to the triangular areas and doesn’t apply to anything on US50B.

All physical features constructed with the I25 @ US50B project, and the maintenance of those features, are covered by the Division of Authority statute and existing or future overall City-wide IGAs.

LANDSCAPING

CDOT RESPONSIBILITIES:

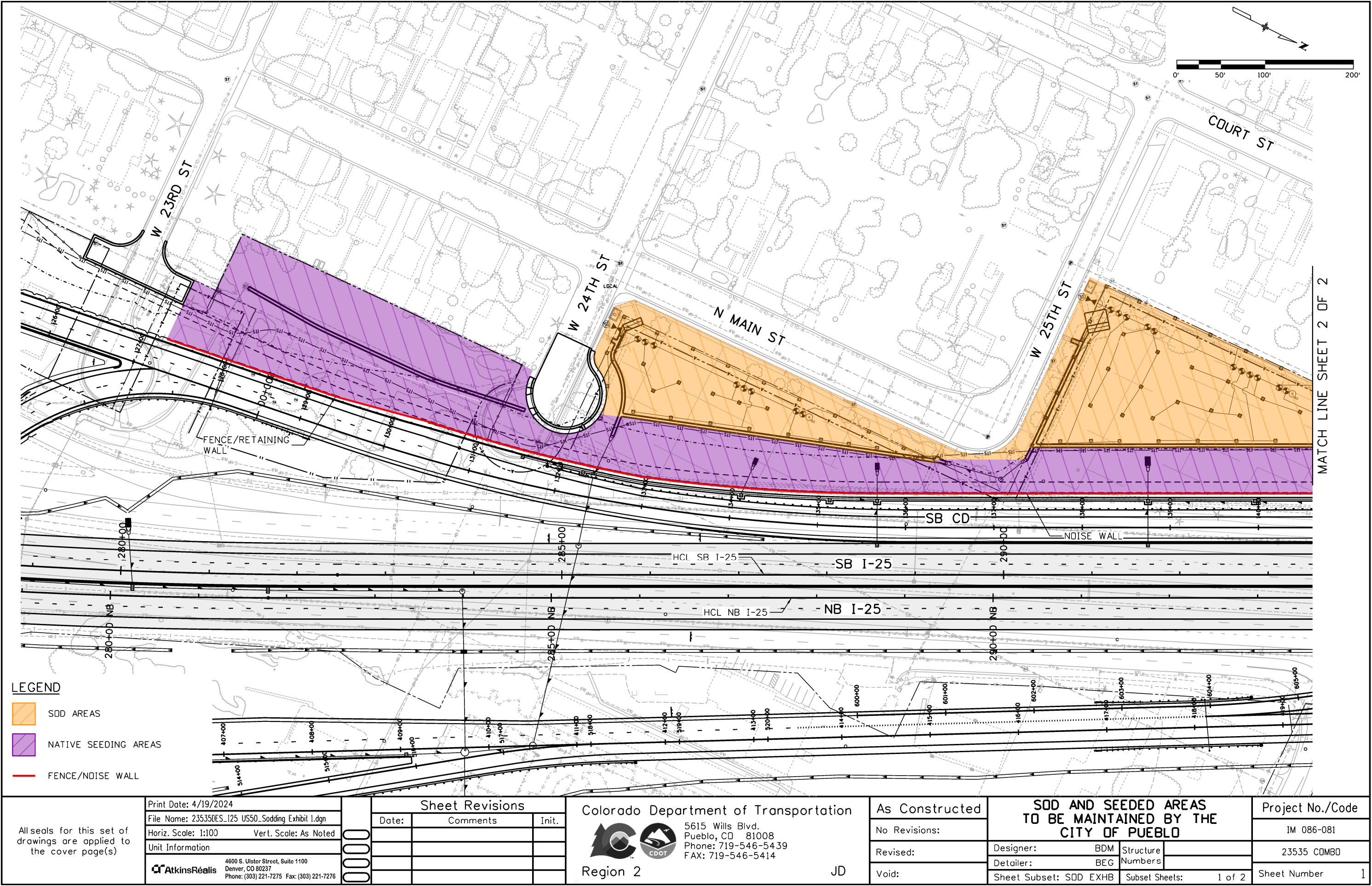
- Locating of any CDOT Utilities that are underground in the triangular landscaped areas.
- Maintenance of inlets and pipes that drain CDOT right-of-way

CITY of Pueblo RESPONSIBILITIES:

- All concrete trickle channels and riprap in the triangular landscaping areas and other City-owned drainage features (ie pipes, inlets, etc) connecting the areas.
- Using the noise wall as a physical dividing line - City maintains from the noise wall west to the city streets.
- Irrigation system(s) including water and electric services.
- Maintain all trees and any other planting materials (irrigated or non-irrigated).
- Sidewalk and accessible ramps on the west side of the triangular landscaping areas adjacent to the city streets.
- Locating of irrigation system water and electric facilities.
- Locating of any City of Pueblo Utilities that are underground in the triangular landscaping areas.
- Trash collection from the noise wall west to the city streets.

Attachment - Two (2) plan view sheets with shaded area of the triangular landscaped areas.

MCOR8243 5:21:28 PM pw:\snc\us-pw-bentley.com\snc-us-pw-03\Documents\Roads and Bridges\Projects\100069555 - 1-25 Pueblo-US50 Design Services\Drawings\Exhibits\23535DES_125 US50_Sodding Exhibit 1.dgn



All seals for this set of drawings are applied to the cover page(s)

Print Date: 4/19/2024
File Name: 23535DES_125 US50_Sodding Exhibit 1.dgn
Horiz. Scale: 1:100 Vert. Scale: As Noted
Unit Information
AtkinsRéalis 4600 S. Ulster Street, Suite 1100
Denver, CO 80237
Phone: (303) 221-7275 Fax: (303) 221-7276

Sheet Revisions

Date:	Comments	Init.

Colorado Department of Transportation
5615 Wills Blvd.
Pueblo, CO 81008
Phone: 719-546-5439
FAX: 719-546-5414
Region 2 JD

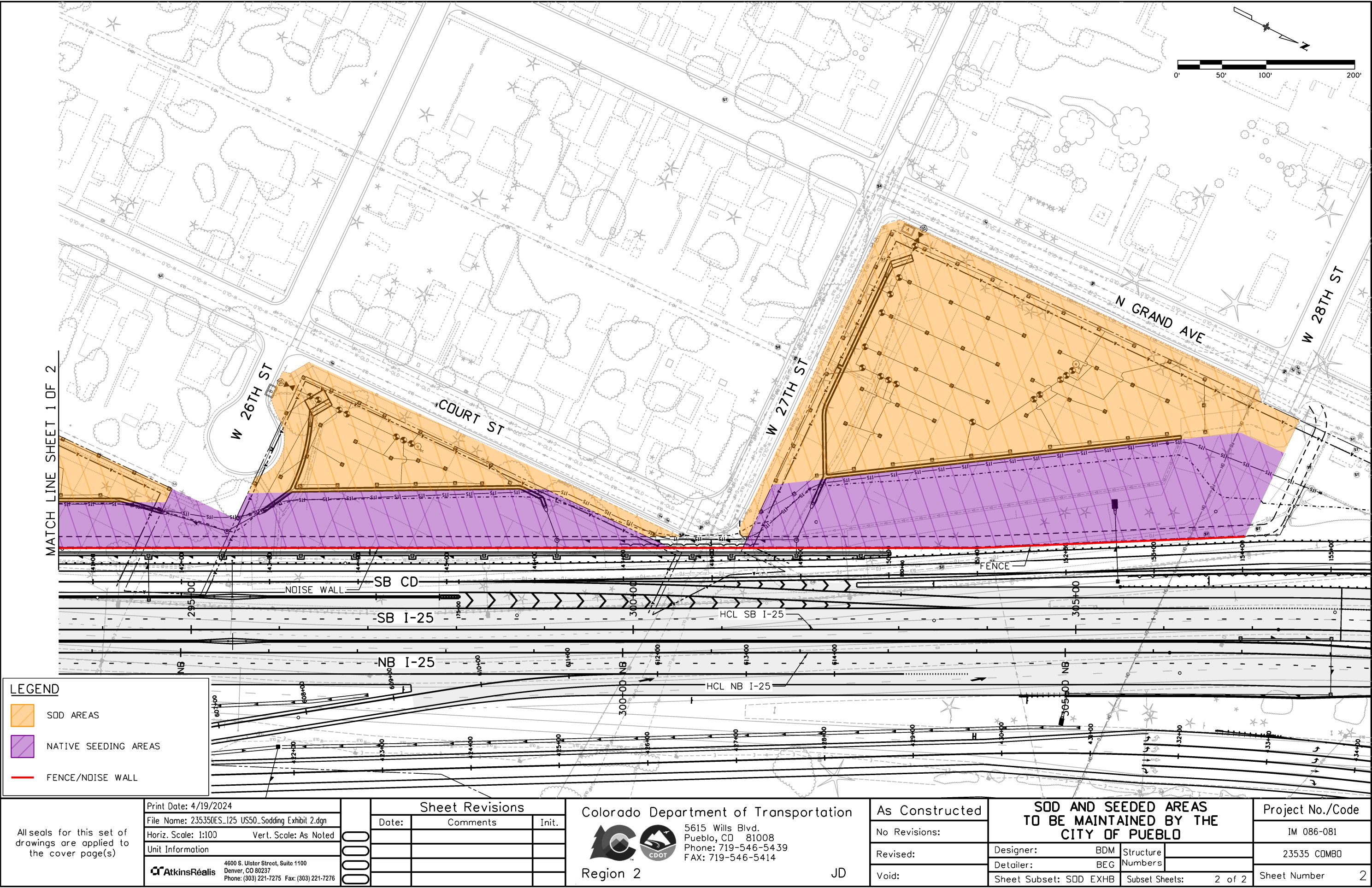
As Constructed
No Revisions:
Revised:
Void:

SOD AND SEED areas
TO BE MAINTAINED BY THE
CITY OF PUEBLO

Designer: BDM
Detailer: BEG
Structure Numbers
Sheet Subset: SOD EXHB
Subset Sheets: 1 of 2

Project No./Code
IM 086-081
23535 COMBO
Sheet Number 1

MCOR8243 5:26:22 PM pw\\snci-us-pw.bentley.com\snci-us-pw-03\Documents\Roads and Bridges\Projects\US50_Sodding\Exhibits\23535DES_125 US50_Sodding Exhibit 2.dgn



LEGEND

- SOD AREAS
- NATIVE SEEDING AREAS
- FENCE/NOISE WALL

All seals for this set of drawings are applied to the cover page(s)	Print Date: 4/19/2024			Sheet Revisions			Colorado Department of Transportation  5615 Wills Blvd. Pueblo, CO 81008 Phone: 719-546-5439 FAX: 719-546-5414 Region 2 JD	As Constructed		SOD AND SEEDED AREAS TO BE MAINTAINED BY THE CITY OF PUEBLO			Project No./Code	
	File Name: 23535DES_125 US50_Sodding Exhibit 2.dgn			Date:	Comments	Init.		No Revisions:				IM 086-081		
	Horiz. Scale: 1:100 Vert. Scale: As Noted							Revised:	Designer: BDM	Structure		23535 COMBO		
	Unit Information							Void:	Detailer: BEG		Numbers		Sheet Number 2	
	 4600 S. Ulster Street, Suite 1100 Denver, CO 80237 Phone: (303) 221-7275 Fax: (303) 221-7276								Sheet Subset: SOD EXHB		Subset Sheets: 2 of 2			

**Exhibit B: Local Agency Resolution
(If Applicable)**

EXHIBIT C

PII Certification

STATE OF COLORADO

**LOCAL AGENCY 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 Local Agency) (the “Local Agency”), hereby certify under the penalty of perjury that the Local Agency 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 Local Agency.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 24, 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: AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT TO MONITOR FOR SARS-COV-2 AND OTHER PATHOGENS OF CONCERN AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a memorandum of understanding to provide wastewater influent samples to develop a statewide surveillance system of SARS-CoV-2 RNA and other pathogens of concern in the wastewater though funding the Colorado Department of Pueblo Health and Environment has received.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10513 approved the Memorandum of Understanding to sample SARS-CoV-2 RNA from the incoming wastewater at the James R. Dilorio for SARS-CoV-2, on July 24, 2023.

BACKGROUND:

The wastewater entering the James R. Dilorio Water Reclamation Facility along with facilities across the state will be analyzed two times per week for 52 weeks to be part of a sentinel surveillance system to provide early warning for state and local health authorities of significant changes in fecal shedding of SARS-CoV RNA, the etiological agent of COVID 19. The wastewater will also be evaluated for pathogens or target of public health concern. This testing will be performed by the Colorado Department of Public Health and Environment to obtain comparable data to determine trends to indicate the rate of infection and potentially identify hot spots statewide. Initial studies have shown good correlation with outbreaks.

FINANCIAL IMPLICATIONS:

The only cost will be to collect the samples and ship them to the lab to perform the analysis. This will be paid from sewer user fees.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no-action alternative would not provide the infection rate information that might help the local health officials make good decisions.

RECOMMENDATION:

Approval of Ordinance

ATTACHMENTS:

1. 06-24-24 Colorado Wastewater Sentinel Site Surveillance Program MOU- Pueblo
(1)

ORDINANCE NO.

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT TO MONITOR FOR SARS-COV-2 AND OTHER PATHOGENS OF CONCERN AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Memorandum of Understanding between the City of Pueblo, the Colorado Department of Public Health and Environment attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute said Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement which are necessary or desirable to implement the transactions described 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 _____.

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

Colorado Wastewater Surveillance Program

Sentinel Surveillance Site

Memorandum of Understanding

August 2024

Section 1: Background

The Colorado Department of Public Health and Environment (CDPHE) is partnering with each wastewater utility serving the largest population in Colorado's ten all-hazard and emergency management and response regions, Denver metropolitan utilities, and utilities located in high tourism areas to form a wastewater sentinel surveillance system to monitor infectious disease pathogens in wastewater influent. Participation in the sentinel surveillance system is important for representation of each region of the state and for the continued role of wastewater surveillance in public health preparedness and response.

The goal of wastewater monitoring is to provide data that can be used by local public health agencies to understand the presence and/or trends of disease in their communities for public health action. Public health action may include community messaging about the pathogen detected, the importance of handwashing, encouragement to receive vaccines, and other resources providing more information about disease control for a specific pathogen.

Section 2: Purpose

The purpose of this Memorandum of Understanding (MOU) is to set forth the terms and conditions, scope of work, and responsibilities of the parties associated with their collaboration on wastewater surveillance. The effort is scalable and may be expanded through future agreements.

Section 3: MOU Parties

The following entities are parties to this MOU, individually referred to as Wastewater Utilities and Public Health Agencies.

Participating Parties	
Public Health Agency:	Colorado Department of Public Health and Environment
Wastewater Utility:	Pueblo Water Reclamation Facility

Section 4 Responsibilities

The following is a description of the responsibilities of the MOU parties.

Colorado Department of Public Health and Environment

- Work with the Wastewater Utility to collect data necessary for interpretation of results. This may include updated wastewater collection catchment boundaries to allow for correlation with clinical data for that area, flow rates, or other data as is requested by the Centers for Disease Control and Prevention (CDC).
- Update, maintain, and enhance the CDPHE internal wastewater dashboard for participants of the program to view their data before it is published to the public dashboard.
 - For SARS-CoV-2 (the virus that causes COVID-19), data will include ribonucleic acid (RNA) viral concentration (reported as copies/L), variant data by sewershed, and clinical data (as available).
 - Wastewater testing results of new infectious disease pathogens may be shared on the public dashboard if deemed important to public health.
- Update and maintain the public dashboard on the CDPHE website.
- Coordinate with CDC's National Wastewater Surveillance System (NWSS) to better understand the extent of disease in communities across the US.

- Quantify infectious disease pathogen concentrations from wastewater influent samples using digital polymerase chain reaction (PCR), when possible.
- Provide wastewater testing results to include detection and sequencing (if available) to participating wastewater utilities and local public health agencies.
- Establish trend classifications and alert local public health agency partners to trends in their area.
 - Provide technical assistance to local public health agencies to interpret the data.
- Provide a courier service to wastewater utilities to pick up samples and transport them to the CDPHE lab.
- Notify utilities and local public health partners when CDPHE begins routine testing for new infectious disease targets. Utilities and public health partners may not be notified during pilot phases when CDPHE is validating an assay.
- Wastewater surveillance samples will be stored for a maximum of six months. After that time, samples may be de-identified and used for validation of assays or other testing as needed to further the field of wastewater surveillance.
- Identifiable wastewater surveillance samples will not be shared with outside parties without explicit written consent from wastewater utilities. However, utilities may not be notified when samples are sent to CDC for confirmatory testing.

Participating Wastewater Facilities

- Follow sampling methods as outlined in the ‘Standard Operating Procedure (SOP) for Transportation of Samples’ to CDPHE’s Lab.
- Sample wastewater influent twice weekly to ensure data consistency.
- Conduct sampling until the MOU is discontinued in writing.
- Leave samples for the CDPHE courier at the designated pick-up spot and time.
- Furnish geographic information system (GIS) layer of catchment area to CDPHE for interpretation of data on the dashboard.
- Provide CDPHE with information necessary for the interpretation of results. This may include flow rates or other data as is requested by the CDC.

Section 5: Special Provisions

Nonbinding Agreement

The parties agree that this MOU is to memorialize the intent of the parties regarding the program but does not create a legal agreement between the parties. It is agreed by the parties that nothing in this MOU will be deemed or construed as creating a joint venture, trust, partnership, or any other legal relationship among the parties. This MOU is for the benefit of the parties and does not create third-party rights.

Communications

Any communications affecting the operations covered by this agreement given by CDPHE or the Wastewater Utility is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

- To CDPHE at the address specified in the MOU.
- To Wastewater Utilities, at the party's address shown in the MOU or such other address designated within the MOU.
- All communications with the media will be coordinated with CDPHE prior to the issuance of press releases and interviews.

Access to records and data flow

- Nothing in the agreement shall be deemed to waive or modify any public access or provision of the Colorado Open Records Act (CORA).
- All data relating to the project will be provided to CDPHE including, but not limited to, sample locations, frequencies, collection methods, analysis methods, results, and any analysis statistics.

- All data will be analyzed by CDPHE and provided to the wastewater utilities and local public health agencies concurrently via the CDPHE internal dashboard. If deemed appropriate to share on the public dashboard by CDPHE, data will be published to the public dashboard 24 hours after being available on the CDPHE internal dashboard.
- CDPHE will share the results of wastewater testing with the CDC NWSS.
- All abstracts, presentations, and publications that include data from this project must be reviewed by CDPHE staff prior to presentation or publication

Effective date

This agreement shall become effective on the date of execution by the last signatory party. It may be amended or extended upon the mutual agreement of the MOU Parties. The MOU may be terminated by any party after thirty (30) days advance written notice. The MOU is effective unless discontinued in writing by either party.

Section 6: Approvals

The following pages include the approval of this MOU by the MOU Parties.

Heather Graham, Mayor of the City of Pueblo



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 24, 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 HIGH INTENSITY DRUG TRAFFICKING AREAS (HIDTA) PROGRAM, SUB-RECIPIENT AWARD, AND AUTHORIZING THE MAYOR TO EXECUTE THE STATEMENT OF GRANT AWARD LETTER AND RELATED DOCUMENTS

SUMMARY:

Attached is a 2024 High Intensity Drug Trafficking Areas (HIDTA) Program Grant (G24RM0049A), of which the City of Pueblo Police Department was awarded a sub-recipient grant in the amount of \$24,000.00 to be used for the lease of vehicles used in coordination with DEA Southern Colorado Drug Task Force.

PREVIOUS COUNCIL ACTION:

This sub-recipient grant award does not provide funds to the City of Pueblo, but rather the sub-grant funds are paid directly to vendor by the grantor. As such, City Council has not approved prior sub-grant award letters via ordinance.

BACKGROUND:

The sub-recipient grant is for calendar year 2024. The amount awarded is a "not to exceed" amount of \$8,000 per vehicle, per year. Any vehicle lease entered into by Pueblo Police Department shall be in coordination with the DEA Southern Colorado Drug Task Force. Colorado Springs Police Department will make monthly payments directly to the vendor.

FINANCIAL IMPLICATIONS:

If approved, grant funds in the amount of \$24,000.00 will be paid directly to vendors on a monthly basis by Colorado Springs Police Department.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

Decline this sub-grant offer from the Colorado Springs Police Department. If that occurs, the City will not receive the \$24,000.00 in grant funds offered.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. COLORADO SPRINGS P.D. STATEMENT OF GRANT AWARD (SOGA)
2. GRANT AWARD NUMBER (FAIN) G24RM0049A

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A 2024 HIGH INTENSITY DRUG TRAFFICKING AREAS (HIDTA) PROGRAM, SUB-RECIPIENT AWARD, AND AUTHORIZING THE MAYOR TO EXECUTE THE STATEMENT OF 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 for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the Colorado Springs Police Department recently received funding from the 2024 High Intensity Drug Trafficking Areas (HIDTA) Program and awarded the Pueblo Police Department a sub-grant in the amount of \$24,000.00 for the lease of vehicles in coordination with the DEA Southern Colorado Drug Task Force; and

WHEREAS, the Colorado Springs Police Department will make monthly payments directly to the lessor/vendor; and

WHEREAS, acceptance of the sub-grant 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 Statement of Grant Award Letter between the City of Colorado Springs Police Department, and the City of Pueblo, a Colorado Municipal Corporation, for 2024 High Intensity Drug Trafficking Areas (HIDTA) 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 Statement of Grant Award Letter 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.

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

SECTION 4.

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

Action by City Council:

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

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



Chief of Police Adrian Vasquez

Colorado Springs Police Department

705 S. Nevada Avenue, Colorado Springs, CO 80903

June 12, 2024

Chief Chris Noeller
Pueblo Police Department
Transmitted by Electronic Mail

RE: Statement of Grant Award #G24RM0049A

Chief Noeller:

On behalf of the City of Colorado Springs and the Colorado Springs Police Department (CSPD), it is my pleasure to congratulate you on receiving grant funding as a sub-recipient under the Executive Office of the President Office of National Drug Control Policy (ONDCP) grant award program.

The Pueblo Police Department (PPD) has been awarded **\$24,000** for the grant period ending December 31, 2024. This award is subject to all administrative and financial requirements of the ONDCP including requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200; and the timely submission of all financial and programmatic reports.

Enclosed in this packet are the Statement of Grant Award and federal grant award. **We request that your authorized official sign the statement of grant award and initial each page of the federal grant award where indicated at the bottom right of the page.** Prior to expending any grant funds, the Statement of Grant Award must be fully executed and CSPD must notify you that you have spending authority.

As the grant's fiscal agent, CSPD is required to monitor the Pueblo Police Department which may include desk reviews, agency visits, and phone interviews. You will be notified at least 30 days in advance of any scheduled monitoring visits.

If you have any questions, please contact me at (719)444-7422 or Mark.Smith@coloradosprings.gov.

We look forward to working with you.

Regards,

Mark A. Smith
Grant Program Administrator
Colorado Springs Police Department
(719) 444-7422



"Safeguarding our community as our family."
705 S Nevada Ave. Colorado Springs, CO 80903
Phone (719) 444-7000 Fax (719) 578-6169



**COLORADO SPRINGS POLICE DEPARTMENT
STATEMENT OF GRANT AWARD (SOGA)**

Sub-recipient Name: Pueblo Police Department

Sub-recipient UEI: NJK3BNUDRHJ7

Federal Award Identification Number: G24RM0049A

Program Title: High Intensity Drug Trafficking Areas (HIDTA) Program

Project Title: High Intensity Drug Trafficking Areas (HIDTA) Program

CFDA #: 95.001 – High Intensity Drug Trafficking Areas Program

Federal Award Date: April 29, 2024

Federal Award: \$680,798

Sub-recipient Award: \$24,000

Sub-award Period of Performance: January 1, 2024, through December 31, 2024

Approved Budget

Southern Colorado Drug Enforcement Task Force Initiative

CSP Budget Category	Amount by Category
Services	
Vehicle lease – 3 vehicles x \$8,000/year	NTE \$24,000
Travel	
Investigative travel as necessary with prior approval (see note below)	TBD
Total Initiative Award	\$24,000

Note

The approved budget is for calendar year 2024. CSPD does not have any information at this time about funds availability for calendar year 2025. The budget awarded in each category is a “not to exceed” amount. PPD must follow the established parameters in the HIDTA Program Policy and Budget Guidance document.

- Vehicle lease is not to exceed \$8,000 per vehicle, per year. Vehicle lease is entered into in coordination with PPD and the DEA Southern Colorado Drug Task Force. CSPD will make monthly payments directly to the vendor.
- The Southern Colorado Drug Enforcement Task Force is authorized a total of \$16,000 for investigative/operational travel during the grant period. Travel expenses can include airfare, hotel, rental vehicle, and other related expenses. All PPD travel must be pre-approved by the DEA Resident Agent in Charge (or designee). The Resident Agent in Charge will coordinate all travel expenses with CSPD prior to any travel commitments being made except in cases of unforeseen travel necessary due to

operational/investigatory requirements. In cases of unforeseen travel, coordination with CSPD must occur as soon as practicable.

Special Conditions and Requirements

Conflict of Interest and Mandatory Disclosures

1. Grant condition #9 of the attached federal grant award requires that non-federal entities maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of sub-awards and contracts. **A copy of your agency's written policy meeting this requirement must be provided to CSPD before CSPD will fully execute this Statement of Grant Award and grant spending authority.**

Multipart document and Additional Requirements

1. The sub-recipient affirms that the parties' agreement consists of a multipart document: the award letter, Statement of Grant Award, federal award document and associated special conditions, and signatures of persons authorized to sign on behalf of the sub-recipient on each part of the document.
2. The sub-recipient agrees to comply with all requirements, conditions, and regulations as detailed in the enclosed federal award document. The authorized official must initial each of the pages of the enclosed "Federal Award Document" where indicated.

Financial Reporting Requirements

1. Upon execution of this Statement of Grant Award, PPD must immediately provide CSPD with copies of:
 - a. Most recent A-133 audit or financial review including any management or auditor comments
 - b. Procurement policy used when leasing a vehicle under the initiative included in this Statement of Grant Award
2. Grant activities must match the approved budget included in this document, which supersedes any earlier budget request submitted, and which may be different from the budget originally submitted in your application. The sub-recipient must secure prior written approval from CSPD if there is a requested change in any budget item. Failure to seek prior approval may result in denial of reimbursement.
3. The sub-recipient agrees to submit quarterly requests for reimbursement no later than 15 days following the end of a calendar quarter. All expenditures must be supported by appropriate documentation. Only actual, approved, allowable expenditures will be permitted.
4. The sub-recipient certifies that Federal funds made available under this grant will not be used to supplant State or Local funds; and where there is a reduced or unchanged local investment, the sub-recipient shall give a written explanation demonstrating the sub-recipient's reduced or unchanged commitments would have been necessitated even if Federal financial support under this Federal grant program had not been made available.

Other Reporting Requirements

1. The sub-recipient agrees to promptly notify the CSPD of any changes in the authorized official, project director, financial officer, or grant funded personnel.
2. In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your agency after a due process hearing, on the grounds of race, color, religion, national origin, or sex, the sub-recipient agrees to submit a copy of the finding to the CSPD that will be forwarded to the Office for Civil Rights (OCR) for review.

RETURN:

An original signed copy of the Statement of Grant Award must be returned to the Colorado Springs Police Department via electronic transmission. After all signatures are obtained, a copy of the agreement will be returned to the sub-recipient.

The parties hereto have executed this binding sub-grant award.

Persons signing for sub-recipient hereby swear and affirm that they are authorized to act on sub-recipient's behalf and acknowledge that the Colorado Springs Police Department is relying on their representations to that effect. This grant may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery as a scanned ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

PUEBLO POLICE DEPARTMENT

**COLORADO SPRINGS
POLICE DEPARTMENT:**

Chris Noeller, Chief of Police

Adrian Vasquez, Chief of Police

Date Signed: _____

Date Signed: _____



**EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY**

Washington, D.C. 20503

April 29, 2024

Mayor Blessing A. Mobolade
City of Colorado Springs
705 S Nevada Ave
Colorado Springs, CO 80903-4027

Dear Mayor Mobolade:

We are pleased to inform you that your request for funding from the High Intensity Drug Trafficking Areas (HIDTA) Program has been approved, and a grant (Grant Number G24RM0049A) has been awarded in the amount of \$680,798.00. This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the Rocky Mountain HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

The grant agreement and conditions are enclosed. By accepting this grant, you assume the administrative and financial responsibilities outlined in the grant conditions. Failure to adhere to the grant conditions may result in the termination of the grant or the initiation of administrative action. ONDCP also may terminate the award if it no longer effectuates program goals or agency priorities.

If you accept this award, please sign both the grant agreement and the conditions and return a copy via email to your respective NHAC accountant or to the following address:

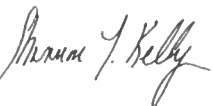
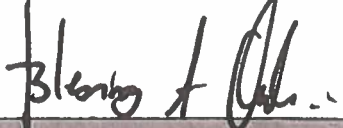
Finance Unit
National HIDTA Assistance Center
11200 NW 20th Street, Suite 100
Miami, FL 33172
(305) 715-7600

Please keep the original copy of the grant agreement and conditions for your file. If you have any questions pertaining to this grant award, please contact Jayme Delano at (202) 395 - 6794.

Sincerely,

Shannon Kelly
National HIDTA Director

INITIAL HERE

Executive Office of the President Office of National Drug Control Policy		Grant Agreement	
1. Recipient Name and Address Blessing A. Mobolade Mayor City of Colorado Springs 705 S Nevada Ave Colorado Springs, CO 80903-4027		4. Award Number (FAIN): G24RM0049A	
		5. Period of Performance: From 01/01/2024 to 12/31/2025	
2. Total Amount of the Federal Funds Obligated: \$680,798.00	6. Federal Award Date: April 29, 2024	7. Action: Initial	
2A. Budget Approved by the Federal Awarding Agency \$680,798.00	8. Supplement Number		
3. CFDA Name and Number: <i>High Intensity Drug Trafficking Areas Program - 95.001</i>	9. Previous Award Amount:		
3A. Project Description <i>High Intensity Drug Trafficking Areas (HIDTA) Program</i>	10. Amount of Federal Funds Obligated by this Action: \$680,798.00		
	11. Total Amount of Federal Award: \$680,798.00		
12. This Grant is non-R&D and approved subject to such conditions or limitations as are set forth on the attached pages.			
13. Statutory Authority for Grant: <i>Public Law 118-47</i>			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director Office of National Drug Control Policy		15. Typed Name and Title of Authorized Official Blessing A. Mobolade Mayor City of Colorado Springs	
16. Signature of Approving ONDCP Official 		17. Signature of Authorized Recipient/Date  5/17/24	
AGENCY USE ONLY			
18. Accounting Classification Code UEI: WHNTESWWUJM8 DUNS: 071773779 EIN: 1846000573A5		19. HIDTA AWARD OND1070DB2425XX 2024 OND6113 OND2000000000 OC 410001	

APPROVED AS TO FORM
CITY OF COLORADO SPRINGS
CITY ATTORNEY'S OFFICE

Page 2 of 9


Name: Frederick Stern

INITIAL HERE

GRANT CONDITIONS

A. General Terms and Conditions

1. This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. § 200 (the “§ 200 Uniform Requirements”), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. §3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.
2. This award is subject to the following additional regulations and requirements:
 - 28 C.F.R. § 69 – “New Restrictions on Lobbying”
 - 2 C.F.R. § 25 – “Universal Identifier and System of Award Management”
 - Conflict of Interest and Mandatory Disclosure Requirements
 - Non-profit Certifications (when applicable)
3. Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, “Audit Requirements” must be submitted no later than 9 months after the close of the grantee’s audited fiscal year to the [Federal Audit Clearinghouse \(fac.gov\)](https://www.fedaclearinghouse.gov)
4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Payment Management System (HHS-PMS). The Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.
5. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent(s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.
7. These general terms and conditions, as well as archives of previous versions of these general terms and conditions, are available online at <https://www.whitehouse.gov/ondcp/grant-programs/>.

8. Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 CFR 200.340.
9. Conflict of Interest and Mandatory Disclosures

A. Conflict of Interest Requirements

As a non-federal entity, you must follow ONDCP's conflict of interest policies for federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

- i. As a non-federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of sub-awards and contracts.
- ii. None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.
- iii. If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Non-federal entities that have received a federal award including the terms and conditions outlined in appendix XII of this part are required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 C.F.R. §180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

None of the funds appropriated or otherwise made available by this grant or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. This limitation shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

10. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) be registered in SAM before submitting its application; (ii) provide a valid Unique Entity Identifier number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.
11. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.
12. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. §180, dealing with all sub-awards and contracts issued under the grant.
13. As specified in 2 CFR 200.303 Internal Controls, recipient must:

- a) Establish and maintain effective internal controls over the federal award that provides reasonable assurance that federal award funds are managed in compliance with federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the federal Government,” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - b) Comply with federal statutes, regulations, and the terms and conditions of the Federal awards.
 - c) Evaluate and monitor the non-federal entity’s compliance with statute, regulations, and the terms and conditions of the federal award.
 - d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
 - e) Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.
14. Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. § 200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.
15. Grantees should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.
16. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this Act, shall clearly state—
- a) the percentage of the total costs of the program or project which will be financed with federal money;
 - b) the dollar amount of Federal funds for the project or program; and
 - c) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. *General Reporting Requirement*

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then you as the recipient during that period of time must maintain the currency of information reported to SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available. See 2 C.F.R. Part 200, Appendix XII.

2. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent 5-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. *Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and state level, but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the federal share of the funding under any federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The grant condition is as follows:

1. This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. §§ 1701 *et seq.* and in the ONDCP National HIDTA Program Office HIDTA *Program Policy and Budget Guidance* (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities Act (21 U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website:
[Program Policy and Budget Guidance2021.pdf \(nhac.org\)](#)
In addition, as a condition for receiving this award, recipients must complete safe and healthy workplace trainings as outlined in the PPBG.

D. Federal Award Performance Goals

HIDTA award recipients must adhere to the performance measures, goals and requirements set forth in the PPBG Performance Management chapter (§ 10.0) and the HIDTA Performance Management Process (PMP) database.

E. Payment Basis

1. A request for advance or reimbursement shall be made using the HHS/DPM system (<https://pms.psc.gov/>).
2. The grantee, must utilize the object classes specified within the initial grant application each time they submit a disbursement request to ONDCP. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.
3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. § 6501 *et seq.*) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450), awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/DPM using the remittance instructions provided below.

Remittance Instructions – Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as “addenda records” by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as follows:

❖ Funds, interest, principal, and excess cash returns should include the following information:

- Payee Account Number (PAN)
- PMS document number (grant number) and subaccount(s)
- The reason for the return (*e.g.*, excess cash, funds not spent, interest, part interest part other, etc.)

❖ The following information is also required:

➤ For ACH Returns:

- Routing Number: 051036706
- Account number: 303000
- Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

➤ For Fedwire Returns (1):

- Routing Number: 021030004
- Account number: 75010501
- Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY

(1) Please note that the organization initiating payment is likely to incur a charge from their Financial Institution for this type of payment.

❖ For recipients that do not have electronic remittance capability, please make check(2) payable to:

“The Department of Health and Human Services.”

- Mail Check to Treasury approved lockbox: HHS Program Support Center, P.O. Box 979132, St. Louis, MO 63197

(2) Please allow 4–6 weeks for processing of a payment by check to be applied to the appropriate PMS account.

❖ Questions can be directed to PMS at 877–614–5533 or PMSSupport@psc.hhs.gov.

4. The grantee or subgrantee may keep interest amounts up to \$500 per year for administrative purposes.

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS

Blessing A. Mobolade

Blessing A. Mobolade

City of Colorado Springs

Date: 5/17/24



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 24, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: AN ORDINANCE CALLING A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, DIRECTING THAT THE SPECIAL MUNICIPAL ELECTION BE CONDUCTED AS PART OF A COORDINATED ELECTION, ADOPTING FOR USE AT THE SPECIAL MUNICIPAL ELECTION THE REQUIREMENTS AND PROCEDURES OF THE UNIFORM ELECTION CODE OF 1992 EXCEPT TO THE EXTENT THE UNIFORM ELECTION CODE OF 1992 CONFLICTS WITH A SPECIFIC PROVISION OF THE CHARTER OF THE CITY OF PUEBLO, AND SUSPENDING FOR SUCH PURPOSES THE PUEBLO ELECTION CODE AND ALL ORDINANCES AND RESOLUTIONS OF THE CITY IN CONFLICT THEREWITH

SUMMARY:

This Ordinance directs that the November 5, 2024 Special Municipal Election be conducted as part of a Coordinated Election with Pueblo County.

PREVIOUS COUNCIL ACTION:

Pursuant to §1-1-111(2), C.R.S., the City may contract with the County Clerk and Recorder of the County in which the political subdivision is organized to perform all or part of the required duties in conducting the election. The City has approved an IGA for Election Services each year the City has participated in a Coordinated Election with the County.

BACKGROUND:

Article X, Section 20 of the Colorado Constitution and the Uniform Election Code of 1992 permits the coordination of elections.

FINANCIAL IMPLICATIONS:

The City shall pay to the County Clerk the City's share of the actual cost of materials

and services directly attributable to the City's participation in the Coordinated Election including the preparation and mailing of a TABOR Notice, if necessary. The City's share is estimated to cost between \$90,000 and \$95,000. Funding for the costs associated with conducting this Special Municipal Election is allocated in the City Clerk's 2024 Departmental Budget.

BOARD/COMMISSION RECOMMENDATION:

The Board of Elections reviewed this Ordinance Calling for a Special Election and adopted an Election Board Resolution recommending the adoption of this Ordinance by the City Council. The Board of Elections feels that it is in the best interest of the City and its Citizens to participate in the Coordinated Election on November 5, 2024.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

1. Election Board Resolution 2024-2

ORDINANCE NO.

AN ORDINANCE CALLING A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, DIRECTING THAT THE SPECIAL MUNICIPAL ELECTION BE CONDUCTED AS PART OF A COORDINATED ELECTION, ADOPTING FOR USE AT THE SPECIAL MUNICIPAL ELECTION THE REQUIREMENTS AND PROCEDURES OF THE UNIFORM ELECTION CODE OF 1992 EXCEPT TO THE EXTENT THE UNIFORM ELECTION CODE OF 1992 CONFLICTS WITH A SPECIFIC PROVISION OF THE CHARTER OF THE CITY OF PUEBLO, AND SUSPENDING FOR SUCH PURPOSES THE PUEBLO ELECTION CODE AND ALL ORDINANCES AND RESOLUTIONS OF THE CITY IN CONFLICT THEREWITH

WHEREAS, Article X, Section 20 of the Colorado constitution and the Uniform Election Code of 1992 permits municipalities to coordinate elections with the State of Colorado and its political subdivisions; and

WHEREAS, a State election and other elections will be held at the same time as the City's Special Municipal Election on November 5, 2024, and

WHEREAS, the Uniform Election Code of 1992 applies to any municipal election conducted as part of a Coordinated Election and authorizes a municipality to utilize the requirements and procedures of the Uniform Election Code of 1992 for the conduct of such elections, and

WHEREAS, it would be in the best interests of the City and its citizens to participate in a Coordinated Election on November 5, 2024; NOW, THEREFORE,

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

SECTION 1.

The City's Special Municipal Election to be held on November 5, 2024 shall be conducted as part of a Coordinated Election as defined in the Uniform Election Code of 1992.

SECTION 2.

Pursuant to the authority granted by Article XX and Article X, Section 20 of the Colorado Constitution and §§1-1-102 and 31-10-102.7 C.R.S., the requirements and procedures of the Uniform Election Code of 1992 (Articles 1 to 12 including Article 7.5 the Mail Ballot Election Act, of Title 1, C.R.S. but not Article 13 thereof relating to election offenses), except to the extent they conflict with a specific provision of the Charter of the City of Pueblo, are hereby adopted and will be utilized in the conduct of the Special Municipal Election to be held as part of a Coordinated Election on November 5, 2024.

SECTION 3.

The City Clerk, the Board of Elections, and all officers and staff of the City are authorized and directed to cooperate with the Pueblo County Clerk and Recorder and to take all action necessary, appropriate or required to effectuate the provisions of this Ordinance and to conduct the Special Municipal Election to be held on November 5, 2024 as part of a Coordinated Election, in compliance with the requirements and procedures of the Charter of the City of Pueblo, Article X, Section 20 of the Colorado Constitution, and the Uniform Election

Code of 1992.

SECTION 4.

The City Council does hereby adopt the optional registration plan provided for in Section 17-9 of the Charter of the City of Pueblo and hereby determines and declares that voting machines are not available.

SECTION 5.

All public notices that are required to be published with respect to the Special Municipal Election shall be published in *The Pueblo Chieftain*.

SECTION 6.

The Pueblo Election Code and all other Ordinances and Resolutions of the City inconsistent with the Uniform Election Code of 1992 and this Ordinance are hereby superseded, suspended and repealed to the extent only of such inconsistency for and during the conduct of the Coordinated Election to be held November 5, 2024.

SECTION 7.

The Director of Finance is hereby designated as the City Council's designee responsible for providing to the City Clerk the fiscal information that must be included in any ballot issue notice for any initiated measure or ballot issue referred to the voters by the City Council at the Coordinated Election to be held November 5, 2024.

SECTION 8.

If any section, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of such section, clause or provision shall not affect any of the remaining sections, clauses or provisions of this Ordinance.

SECTION 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 _____.

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



BOARD OF ELECTIONS

Resolution No. 2024-2

BE IT RESOLVED BY THE BOARD OF ELECTIONS OF PUEBLO, COLORADO that:

The Ordinance directing that the November 5, 2024 General Municipal Election be Conducted as Part of a Coordinated Election, Adopting for Use at the General Municipal Election the Requirements and Procedures of the Uniform Election Code of 1992 except to the extent the Uniform Code of 1992 Conflicts with a specific provision of the Charter of the City of Pueblo, and suspending for such purposes all Ordinances and Resolutions of the City in conflict therewith, was reviewed by the Board of Election.

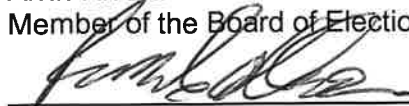
Upon a motion made by Robert Childers and seconded by Alvin Rivera and unanimously adopted, the Board of Elections recommends the Adoption of the Ordinance by the City Council to constitute the election procedures, rules, and regulations, as to the matters set forth in Section 17-7 of the Charter and the Uniform Election Code of 1992.

Passed and approved this 17 day of June 2024.

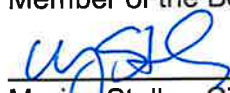
APPROVED:



Alvin Rivera
Member of the Board of Elections



Robert Childers
Member of the Board of Elections



Marisa Stoller, City Clerk and
Chair of the Board of Elections

ATTEST:



Harley Gifford



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 24, 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 PUEBLO DIVERSIFIED INDUSTRIES, INC. IN THE AMOUNT OF \$1,250 TO SPONSOR THE PUEBLO DANCING WITH THE STARZ EVENT ON JULY 13, 2024, AT THE PUEBLO CONVENTION CENTER

SUMMARY:

Attached for consideration is a request for support of Pueblo Diversified Industries, Inc. in the amount of \$1,250 to sponsor the Pueblo Dancing with the Starz event on July 13, 2024, at the Pueblo Convention Center.

PREVIOUS COUNCIL ACTION:

Council sponsored this event in 2017 with \$600 and has supported in years since then through purchasing tickets.

BACKGROUND:

This event supports Pueblo Diversified Industries' (PDI) "Fund the Dream" campaign, which aims to help those we serve travel to Nashville, Tennessee, inspired by their love for music and desire to perform on an iconic stage.

This would be a sponsorship of a table of 8 for the event on July 13, 2024, at the Pueblo Convention Center.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$1,250 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to Pueblo Diversified Industries, Inc.

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. 2024 Contingencies (Council) PDI Dancing with the Starz
2. DWPS Flyer 2024 5.7.2024

RESOLUTION NO. 15671

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO DIVERSIFIED INDUSTRIES, INC. IN THE AMOUNT OF \$1,250 TO SPONSOR THE PUEBLO DANCING WITH THE STARZ EVENT ON JULY 13, 2024, AT THE PUEBLO CONVENTION CENTER

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,250 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to Pueblo Diversified Industries, Inc. to sponsor the Pueblo Dancing with the Starz event on July 13, 2024, at the Pueblo Convention Center.

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.

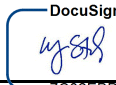
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: June 24, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

[illegible]



PUEBLO
DIVERSIFIED
INDUSTRIES

NASHVILLE

C
R
O
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S

NASHVILLE

JULY 13, 2024

dancing
with the
Pueblo starz



SCAN ME



PUEBLO CONVENTION CENTER
DOORS OPEN AT 5:00 PM

\$5,800 - Grand Ole Opry Gold Sponsor

Three-minute speaking slot from stage

Enhanced Visibility Promotional Signage

Full Page Color Ad with Event Program

Prime Display of Your Logo

Special Recognition from Host

24 Event Tickets with Premium Seating

\$3,500 - Country Music Hall of Fame Silver

Promotional Signage Throughout the Venue

Three-Quarter Page Color Advertisement

Logo Prominently Displayed

Website and Social Media Coverage

Recognition from the Host

16 Event Tickets

\$2,500 - Bluebird Café Contributor

Half-Page Color Advertisement

Logo Prominently Displayed

Website and Social Media Coverage

Recognition from the Host

12 Event Tickets

\$1,250 - Music Row Major Donor

Brand and Logo Exposure

Quarter Page Color Advertisement

Recognition from the Event's Emcee

Website and Social Media Mentions

8 Event Tickets

\$125 - Ryman Auditorium Patron

Individual Ticket

All tickets include Dinner

and Entertainment





**Background Paper for Proposed
Presentation**

COUNCIL MEETING DATE: June 24, 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 PUEBLO SPAY & NEUTER NOW! IN THE AMOUNT OF \$1,125.00 TO SPONSOR VOUCHERS FOR HOMELESS PET OWNERS

SUMMARY:

Attached for consideration is a request for support of Pueblo Spay and Neuter Now! in the amount of \$1,125.00 to sponsor vouchers for homeless pet owners.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Pueblo Spay and Neuter Now! will use the funds to provide 15 vouchers for homeless pet owners to have their pets spayed or neutered to help control the homeless animal population. Bergen Spay and Neuter Alliances holds one clrier per month for these services. They have agreed to partner with Pueblo Spay and Neuter Now! to hold a second monthly clinic to provide these services. Pueblo Spay and Neuter Now! will continue fundraising to provide future vouchers.

FINANCIAL IMPLICATIONS:

Payment in the amount of \$1,125 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to Pueblo Spay and Neuter Now!.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

City Council could choose to not authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Regina Maestri.

ATTACHMENTS:

1. 06.24.24 Spay and Neuter Now request
2. 2024 Contingencies (Council) Pueblo Spay and Neuter Now

RESOLUTION NO. 15672

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO SPAY & NEUTER NOW! IN THE AMOUNT OF \$1,125.00 TO SPONSOR VOUCHERS FOR HOMELESS PET OWNERS

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount \$1,125 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to Pueblo Spay and Neuter Now! to sponsor 15 vouchers to be issued to homeless pet owners to get their animals spayed or neutered.

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.

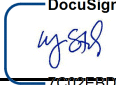
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: June 24, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



June 3rd, 2024

Dear City Council members,

I come to you asking for assistance. I volunteer with Colorado Pet Pantry here in Pueblo at our monthly pet food distribution. I also have been providing pet food to many of the homeless people's pets for the last 4 years. I have a great relationship with several of the homeless pet parents.

I have noticed an alarming growth in the amount of pets at the river bottom. I have even fostered and rehomed some of the puppies. The dogs especially, are reproducing faster than I can come up with the funds to spay n neuter them.

I also volunteer with Bergen Spay and Neuter Alliances at the clinic they host with Pueblo Spay and Neuter Now. Recently Bergen has partnered with Street Dog Coalition and was able to hand out vouchers for free Spay or neuter at their clinics. That was awesome!! Bergen currently hosts one clinic a month in Pueblo. The cost for a spay or neuter is \$75.00. That is the cheapest price that I have found anywhere.

The vouchers they handed out are not nearly enough to make a change. I spoke with the founder of Bergen Spay & Neuter Alliance. She is currently hosting one clinic per month in Pueblo, partnering with Pueblo Spay and Neuter Now. She is willing to open it up to a second clinic every month.

I am humbly requesting \$1125.00.

This would provide 15 vouchers that I can distribute. I will also be continuing to raise money for these vouchers. I do feel that the homeless will be more willing to bring their pets for surgery while the weather is decent. My next fund raiser isn't until the State Fair is here. Bergen Spay and Neuter Alliance has already agreed to honor additional vouchers.

With your help, and the help of other organizations, maybe we can get the pet population under control at the river bottom. Right now is the time, as several females just had litters of puppies. Lets get them fixed before they reproduce again.

Thank you for your consideration,
Susan Pearson
719-467-8520



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 24, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO RMSER IN THE AMOUNT OF \$1,000 TO SPONSOR THE SUMMER YOUTH KICKBACK EVENTS: CREATING SAFE SPACES FOR PUEBLO'S YOUTH

SUMMARY:

Attached for consideration is a request for support of the Summer Youth Kickback Events: Creating Safe Spaces for Pueblo's Youth.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Youth Kickback is a community-led program established to offer a safe and welcoming environment for teenagers and young adults aged 13-21 in Pueblo, Colorado. Started by the El Pueblo History Museum in January 2023, this initiative emerged as a response to the rise of suicidal ideations among local youth, aiming to provide support, resources, and positive connections.

The primary goal of Youth Kickback is to cultivate a supportive community atmosphere where young individuals can engage in constructive activities, access mental health resources, receive a free meal, and develop essential life skills. By fostering a sense of belonging and connection, the program endeavors to enhance the well-being of Pueblo's youth.

Financial support is used for essential event supplies, including food, refreshments, paper goods, and giveaway items.

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 RMSER.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

ATTACHMENTS:

1. Youth Kickback Informational
2. Movie Night Flyer
3. SCREAM_June9_2024 (1)
4. 2024 Contingencies (Council) RMSER Youth Kickback Events

RESOLUTION NO. 15673

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO RMSER IN THE AMOUNT OF \$1,000 TO SPONSOR THE SUMMER YOUTH KICKBACK EVENTS: CREATING SAFE SPACES FOR PUEBLO'S YOUTH

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 RMSER in the amount of \$1,000 to sponsor the Summer Youth Kickback Events: Creating Safe Spaces for Pueblo's Youth.

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.

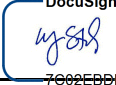
INTRODUCED: June 24, 2024

BY: Sarah Martinez

MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff

PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

Youth Kickback

Creating Safe Spaces for Pueblo's Youth

Introduction:

Youth Kickback is a community-led program established to offer a safe and welcoming environment for teenagers and young adults aged 13-21 in Pueblo, Colorado. Started by the El Pueblo History Museum in January 2023, this initiative emerged as a response to the rise of suicidal ideations among local youth, aiming to provide support, resources, and positive connections.

Objectives:

The primary goal of Youth Kickback is to cultivate a supportive community atmosphere where young individuals can engage in constructive activities, access mental health resources, receive a free meal, and develop essential life skills. By fostering a sense of belonging and connection, the program endeavors to enhance the well-being of Pueblo's youth.

Program Components:

Monthly Events: Youth Kickback events are offered almost every month at various host sites, offering a diverse range of activities tailored to the interests and needs of participants. These events feature therapeutic activities, karaoke, other creative outlets such as writing and art, board games, and opportunities to learn different life-skills from local experts.

Committee Meetings: A dedicated team of around 8-12 committee members convene bi-weekly to plan and coordinate upcoming Youth Kickback events. These meetings serve as a platform for collaboration, idea exchange, and strategic planning to ensure the success and relevance of the program.

Partnerships: Youth Kickback collaborates with various organizations and agencies, including History Colorado - The El Pueblo History Museum, Spark the Change Colorado, Rocky Mountain SER, Pignanelli Partners, NAMI Colorado, Pueblo City-County Library District, Servicios de la Raza, CO WINS, PRCS, and others. These partnerships broaden the scope of resources and expertise available to participants.

Support Needs:

Youth Kickback relies on support from the community in three key areas:

- *Volunteers*: Individuals willing to contribute their time and energy to assist with event coordination, supervision, and mentoring.
- *Mental Health Resources*: Access to mental health professionals and resources to provide guidance, counseling, and support to participants.
- *Sponsorship and Donations*: Financial support for essential event supplies, including food, refreshments, paper goods, and giveaway items ("swag"); usually totaling between \$200-300 per event. Donations of workshops, activities, or services are also welcomed to enrich the program offerings.

Conclusion:

Youth Kickback embodies a collaborative effort to address the needs of Pueblo's youth by offering a safe space for socialization, learning, and support. Through ongoing community engagement and partnerships, the program strives to make a positive impact on the lives of young individuals and contribute to the overall well-being of the Pueblo community.

Contact:

If you are interested in being a part of a Youth Kickback please reach out!

Cheyenne Romero | cheyenne.romero@state.co.us

Follow [El Pueblo History Museum](#) on Facebook for details

on upcoming Youth Kickbacks!

Movie Night

For ages: 13-21



"Our Turn To Talk"
Documentary about
ending the stigma
around mental health
challenges, starting
with the youth

FREE FOOD
& DRINKS !

WHEN:
FRIDAY, MAY 31
@ 6-9PM

LOCATION:
RMSEr EMPOWERMENT CENTER
330 LAKE AVE

Bring pillows &
blankets

For more info contact
courtney.mae.sledge@gmail.com



NO ONE HEARS UNLESS YOU SCREAM!

A play, written by teens, about teen
suicide prevention and safe messaging.

Pignanelli Partners presents

W.O.R.T.H.Y. WEEKEND FREE!
Working On Resiliency Towards Healthy Youth

Sunday, June 9th

Rawlings Main Library

1:00PM Play Performance

1:45PM Panel Discussion on Mental Health

2:30-5PM

Youth Kickback Event
ages 13-21 | Light Refreshments

SPONSORS

History Colorado - El Pueblo History Museum
Pignanelli Partners
Spark the Change Colorado
COWINS
Servicios de la Raza

PRCS
CAAA Productions
RMSER
Spectrum
Pueblo City-County Library District

[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 24, 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 THE COLORADO STATE FAIR FIESTA COMMITTEE IN THE AMOUNT OF \$500 TO SPONSOR THE NOCHE DE FIESTA ON AUGUST 3, 2024, AT THE PUEBLO CONVENTION CENTER

SUMMARY:

Attached for consideration is a request for support of the Colorado State Fair Fiesta Committee in the amount of \$500 to sponsor the Noche de Fiesta on August 3, 2024 at the Pueblo Convention Center.

PREVIOUS COUNCIL ACTION:

City Council supported this event in 2023 with \$300.

BACKGROUND:

Council Member Dennis Flores is requesting \$500 to sponsor a table at the Colorado State Fair Fiesta Committee's Noche de Fiesta event. The Colorado State Fair Fiesta Committee organizes the traditional Fiesta Day and Fiesta Queen Scholarship Pageant each year.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$500 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to the Colorado State Fair Fiesta Committee.

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. Noche-De-Fiestat-1024x1024
2. Fiesta Committee Sponsorship 2024
3. 2024 Contingencies (Council) Colorado State Fair Fiesta Committee Noche de Fiesta

RESOLUTION NO. 15674

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE COLORADO STATE FAIR FIESTA COMMITTEE IN THE AMOUNT OF \$500 TO SPONSOR THE NOCHE DE FIESTA ON AUGUST 3, 2024, AT THE PUEBLO CONVENTION CENTER

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$500 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to the Colorado State Fair Fiesta Committee in the amount of \$500 to sponsor the Noche de Fiesta on August 3, 2024, at the Pueblo Convention Center.

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.

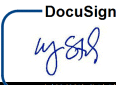
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: June 24, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

CSF FIESTA COMMITTEE

PRESENTS

NOCHE DE FIESTA

PUEBLO CONVENTION CENTER

(320 CENTRAL MAIN STREET, PUEBLO CO)

AUGUST 3, 2024,
5:00 PM-12:00 MIDNIGHT

TICKETS

ADVANCE: \$30

AT THE DOOR: \$35

CORPORATE RESERVED TABLES PLEASE CALL
IVAN REYES. - 719-569-7079



INVOICE

5/30/2024

1001 Beulah Ave
Pueblo, CO 81004
719-568-7079

Bill To: City of Pueblo
c/o Dennis Flores
1 City Hall Plaza
Pueblo, CO 81003

DESCRIPTION	AMOUNT
Noche de Fiesta Corporate Table Sponsor	\$500.00
SUBTOTAL	\$500.00
Make all checks payable to Colorado State Fair Fiesta Committee. If you have any questions concerning this invoice, contact the Colorado State Fair Fiesta Committee.	
OTHER	\$0.00
THANK YOU FOR YOUR SUPPORT!	TOTAL \$500.00

Make all checks payable to Colorado State Fair Fiesta Committee. If you have any questions concerning this invoice, contact the Colorado State Fair Fiesta Committee.

THANK YOU FOR YOUR SUPPORT!

[illegible]



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 10, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE ACCEPTING AN AMENDMENT TO AIRPORT IMPROVEMENT GRANT NO. 3-08-0046-047-2022 FROM THE FEDERAL AVIATION ADMINISTRATION (FAA) ACTING FOR AND ON BEHALF OF THE UNITED STATES OF AMERICA ADDING \$31,059 FOR ADDITIONAL ENGINEERING AND DESIGN FOR THE REHABILITATION FOR RUNWAY 8R/26L, REMOVAL OF TAXIWAY A2, AND AIRPORT LIGHTING CONTROL MONITORING SYSTEM (ALCMS) REPLACEMENT, AND BUDGETING AND APPROPRIATING FUNDS TO PROJECT ACCOUNT AP2205

SUMMARY:

The attached Ordinance accepts additional grant funds in the amount of \$31,059 for the design for the Rehabilitation for Runway 8R/26L, removal of Taxiway A2, and Airport Lighting Control Monitoring System (ALCMS).

PREVIOUS COUNCIL ACTION:

Ordinance No. 10242 passed and approved by City Council on August 8, 2022, accepted the initial FAA Grant and established Project Account AP2205.

Ordinance No. 10353 passed and approved by City Council on December 27, 2022, approved Amendment No. 1 to the Professional Engineering Services Agreement between Dibble and Associates Consulting Engineers, Inc., for the design for replacing the ALCMS and budgeted the City's matching funds.

BACKGROUND:

During the initial design phase for the Rehabilitation for Runway 8R/26L and Removal of Taxiway A2, it was determined that the current ALCMS was out of date and needed to be replaced. The FAA approved the additional work to be performed as an amendment to the initial design phase.

FINANCIAL IMPLICATIONS:

The FAA commits to increase the maximum obligation for reimbursement by \$31,059. Funds for the amendment will be paid from Project Account AP2205.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the City will not be able to accept the additional grant reimbursement funds.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. PUB-NMG-3-08-0046-047-2022-AMD

ORDINANCE NO. 10727

AN ORDINANCE ACCEPTING AN AMENDMENT TO AIRPORT IMPROVEMENT GRANT NO. 3-08-0046-047-2022 FROM THE FEDERAL AVIATION ADMINISTRATION (FAA) ACTING FOR AND ON BEHALF OF THE UNITED STATES OF AMERICA ADDING \$31,059 FOR ADDITIONAL ENGINEERING AND DESIGN FOR THE REHABILITATION FOR RUNWAY 8R/26L, REMOVAL OF TAXIWAY A2, AND AIRPORT LIGHTING CONTROL MONITORING SYSTEM (ALCMS) REPLACEMENT, AND BUDGETING AND APPROPRIATING FUNDS TO PROJECT ACCOUNT AP2205

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

SECTION 1.

FAA Amendment Letter (Amendment No. 1) to AIP Grant No. 3-08-0046-047-2022 is hereby accepted.

SECTION 2.

Funds in the amount of \$31,059 shall be budgeted and appropriated to Project Account AP2205.

SECTION 3.

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

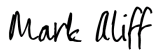
SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 10, 2024.

Final adoption of Ordinance by City Council on June 24, 2024.

DocuSigned by:

B7A4F51823AB462...

President of City Council

Action by the Mayor:

- ☒ Approved on 6/25/2024 | 4:09 PM MDT.
- ☐ Disapproved on _____ based on the following objections:

DocuSigned by:
Heather Graham
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:
[Signature]
7C02EBDFFC3D43C...

City Clerk



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

May 2, 2024

Mr. Greg Pedroza
Director of Aviation
31201 Bryan Circle
Pueblo, Colorado 81001

Pueblo Memorial Airport
Pueblo, Colorado
AIP: 3-08-0046-047-2022
Contract No. DOT-FA22NM-1059
UEI No. NJK3BNUDRHJ7
Letter Amendment (Amendment No. 1)

Dear Mr. Pedroza:

This is in response to your letter to the Federal Aviation Administration (FAA) on February 22, 2024, requesting an amendment to the Grant Agreement for the subject AIP Project. You requested an increase in the maximum grant obligation of the United States, as set forth in the Grant Agreement accepted by the sponsor on August 10, 2022.

This letter commits the FAA, acting for and on behalf of the United States of America, to increase the maximum obligation of the United States by \$31,059 (from \$292,877 to \$323,936) to cover the Federal share of the total actual eligible and allowable project costs.

Under the terms of the Grant Agreement, this document is incorporated into, and constitutes Letter Amendment No. 1 to the above referenced Grant Agreement. All other terms and conditions of the Grant Agreement remain in full force and effect.

Sincerely,

Jesse Lyman
Acting Manager, Denver Airports District Office

cc: CDOT
Dibble



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 10, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AERONAUTICS DIVISION GRANT NO. 24-PUB-01 FOR FUNDS IN THE AMOUNT OF \$12,796 FOR THE EAST APRON (NORTH) REHAB PROJECT DESIGN PHASE AND THE TAXILANE REHAB AND NEW T-HANGAR PROJECT DESIGN PHASE, AUTHORIZING THE MAYOR TO EXECUTE SAME, BUDGETING AND APPROPRIATING \$6,250 TO PROJECT NO. AP1804 – SOUTH T-HANGAR #1, AND ESTABLISHING PROJECT NO. AP2401 – EAST APRON (N) TAXILANE REHAB BUDGETING AND APPROPRIATING \$13,094 TO SAID PROJECT

SUMMARY:

This Ordinance will approve and accept a Colorado Department of Transportation Aeronautics Division Grant for the East Apron (North) Rehab project design phase and the Taxilane Rehab and New T-Hangar project design phase for the Pueblo Memorial Airport.

PREVIOUS COUNCIL ACTION:

Ordinance No. 9308, passed and approved on July 9, 2018, established Project No. AP1804 – South T-Hangar #1 budgeting and appropriating funds from insurance claim for damage to t-hangars.

BACKGROUND:

The City owned a set of ten T-Hangars that were built in the late 1970s. In May of 2015, the Airport was hit by a severe hail storm that damaged the roof. Then, in July of 2016, the T-Hangars were further damaged by a DC-10 that severely damaged the northernmost hangar unit. Insurance funds have been received to repair the damages. However, repairing the damage will only return the building to its previous condition, which is lacking. Rain water regularly floods the hangars and the hangar doors either require extensive repairs or will need repairs in the near future. Repairing the building

would not extend its useful life. The 2022 Airport Master Plan identified the need to construct new general aviation hangars and rehabilitate taxiway infrastructure at the Pueblo Memorial Airport. It is anticipated the FAA will award a grant from the Bi-partisan Infrastructure Legislation (BIL) funds to reimburse 95% of project costs. CDOT has committed to provide up to 2.5% of project design costs, not exceeding \$6,250.

The 2022 Airport Master Plan identified the need to rehab the east apron north of the GA t-hangars. It is anticipated the FAA will award a grant from the Bi-partisan Infrastructure Legislation (BIL) funds to reimburse 95% of project costs. CDOT has committed to providing up to 2.5% of project design costs, not exceeding \$6,546.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$6,250.00 will be budgeted and appropriated to Project No. AP1804 – South T-Hangar #1. City obligated matching funds of \$6,250.00 will come from the already budgeted and appropriated funds.

Funds in the amount of \$6,546.00 will be budgeted and appropriated to Project No. AP2401 – East Apron (N) Taxiway Rehab. City obligated matching funds of \$6,548.00 will be transferred from the Airport Improvement Fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the grant will not be accepted from the State and project will not occur.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. 24-PUB-01 SDGA Resolution for Signature

ORDINANCE NO. 10728

AN ORDINANCE APPROVING AND ACCEPTING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AERONAUTICS DIVISION GRANT NO. 24-PUB-01 FOR FUNDS IN THE AMOUNT OF \$12,796 FOR THE EAST APRON (NORTH) REHAB PROJECT DESIGN PHASE AND THE TAXILANE REHAB AND NEW T-HANGAR PROJECT DESIGN PHASE, AUTHORIZING THE MAYOR TO EXECUTE SAME, BUDGETING AND APPROPRIATING \$6,250 TO PROJECT NO. AP1804 – SOUTH T-HANGAR #1, AND ESTABLISHING PROJECT NO. AP2401 – EAST APRON (N) TAXILANE REHAB BUDGETING AND APPROPRIATING \$13,094 TO SAID PROJECT

WHEREAS, the General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in C.R.S. §43-10-101 (“the Act”) “...that there exists a need to promote the safe operations and accessibility of general aviation in this state: that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of the state is crucial in the event of a medical or other type of emergency...”; and,

WHEREAS, The Act created the Colorado Aeronautical Board (“the Board”) to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics (“the Division”) to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. See C.R.S. §43-10-103 and C.R.S. §43-10-105 and C.R.S. §43-10-108.5 of the Act; and,

WHEREAS, any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and such airports may request assistance by means of an Ordinance passed by the applicant's duly-authorized Governing body, which understands that all funds shall be used exclusively as defined in the Division's Programs and Procedures Manual (“the Manual”) and the Airport Sponsor Assurances for the Colorado Discretionary Aviation Grant Funding (“Grant Assurances”) for the project detailed in the Discretionary Aviation Grant Application (“Application”) and in conjunction with CDOT's Small Dollar Grant Award Terms and Conditions; NOW THEREFORE,

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

SECTION 1.

The City Council of the City of Pueblo, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics (“Division”) in the form of a state aviation system grant. The City of Pueblo states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application. By signing this Ordinance, the City of Pueblo commits to keep open and accessible for public use all grant funded facilities,

improvements, and services for their useful life, as determined by the Division and stated in this Ordinance and Grant Assurances.

SECTION 2.

The Small Dollar Grant Award CDAG No. 24-PUB-01, including the Grant Assurances and Application, (together the "Grant Agreement") by and between the Colorado Department of Transportation Aeronautics Division ("CDOT") and the City of Pueblo, a Municipal Corporation, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby accepted and approved.

SECTION 3.

The Mayor is hereby authorized to execute the Grant Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Grant Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 4.

The City of Pueblo hereby designates the Director of Aviation as the Project Director, as described in the Manual, and authorizes the Project Director to act in all matters relating to the work project proposed in the Application on City's behalf.

SECTION 5.

Funds in the amount of \$6,250.00 from the Grant Agreement are hereby budgeted and appropriated to Project No. AP1804 – South T-Hangar #1.

SECTION 6.

Project No. AP2401 – East Apron (N) Taxilane Rehab is hereby established and funds in the amount of \$6,546.00 from the Grant Agreement are hereby budgeted and appropriated to said project.

SECTION 7.

Funds in the amount of \$6,548.00 transferring from the Airport Improvement Fund are hereby budgeted and appropriated to Project No. AP2401 – East Apron (N) Taxilane Rehab.

SECTION 8.

The City of Pueblo has appropriated all funds that are currently required to be provided by the Application under the terms and conditions of the Grant Agreement.

SECTION 9.

Pursuant to the Grant Agreement, CDOT may make amendments to the grant terms and its obligations thereunder, including the increasing or decreasing of its grant obligation. In accordance therewith, such amendments shall be effective without the need for an additional ordinance or other action by City Council. Should CDOT increase the maximum grant obligation, said funds shall be automatically budgeted and appropriated to Project No. Project No. AP1804 – South T-Hangar #1 or Project No. AP2401 – East Apron (N) Taxilane Rehab, as designated by CDOT respectively, without the need for further action.

SECTION 10.

The City of Pueblo hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the Grant Agreement submitted by the State, including all terms and conditions contained therein.

SECTION 11.

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

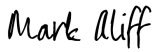
SECTION 12.

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 June 10, 2024.

Final adoption of Ordinance by City Council on June 24, 2024.

DocuSigned by:

B7A4F51823AB482...

President of City Council

Action by the Mayor:

☒ Approved on 6/25/2024 | 4:10 PM MDT.

☐ Disapproved on _____ based on the following objections:

DocuSigned by:

3A85950B7BCA482...

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

DocuSigned by:



7C02E6DFFC3D43C...



Colorado Division of Aeronautics Discretionary Aviation Grant Resolution

RESOLUTION

WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as **Exhibit B** for the project detailed in the Discretionary Aviation Grant Application ("Application") attached hereto as **Exhibit A** and in conjunction with CDOT's Small Dollar Grant Award Terms and Conditions attached hereto as **Exhibit C**.

NOW, THEREFORE, BE IT RESOLVED THAT:

The **City of Pueblo**, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **City of Pueblo** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Resolution, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Assurances.

FURTHER BE IT RESOLVED:

That the **City of Pueblo** hereby designates **Greg Pedroza** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application, including execution of any amendments.

FURTHER:

The **City of Pueblo** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the applicant as shown on the Application.

FINALLY:

The **City of Pueblo** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves this Grant Resolution, including all terms and conditions contained therein.

By: _____

Date: _____

Print Name and Title: _____

ATTEST (if needed)

By: _____

Print Name and Title: _____

EXHIBIT A



Colorado Division of Aeronautics Discretionary Aviation Grant Application

APPLICANT INFORMATION

APPLICANT SPONSOR: City of Pueblo	AIRPORT: Pueblo Memorial Airport	IDENTIFIER: PUB
PROJECT DIRECTOR: Greg Pedroza		
MAILING ADDRESS: 31201 Bryan Circle, Suite 200 Pueblo, CO 81001	EMAIL ADDRESS:	gpedroza@pueblo.us
	PHONE NUMBER:	(719) 553-2744

GRANT NAME AND TERMS

24-PUB-01	TERMS	
	Execution Date:	Expiration Date: June 30, 2027

FUNDING SUMMARY

Funding Source	Funding Amount
State Aviation Grant:	\$12,796.00
Local Cash:	\$12,798.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$486,281.00
Total Project Funding:	\$511,875.00

PROJECT SCHEDULE & BUDGET

ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
A. Participate in Federally funded Apron Rehab Design & Bidding	\$6,546.00	Up to 2.50%	\$6,548.00	2.50%	\$248,781.00	95.00%	\$261,875.00
B. BIL - Participate in Federally Funded Taxiway Rehab and New Hangar Design	\$6,250.00	Up to 2.50%	\$6,250.00	2.50%	\$237,500.00	95.00%	\$250,000.00
TOTALS	\$12,796.00		\$12,798.00		\$486,281.00		\$511,875.00

EXHIBIT B, GRANT ASSURANCES

Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding

Approved by CAB January 22, 2018

I. APPLICABILITY

- a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.
- b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

II. DURATION

- a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

III. COMPLIANCE

- a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.
- b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

IV. AIRPORT SPONSOR GRANT ASSURANCES

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
2. **On-Airport Hazard Removal and Mitigation.** The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.
4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

- a. Operating the airport's aeronautical facilities whenever required;
 - b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.
5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.
 6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.
 7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

TABLE 1

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. Navigational Aids	15 years
h. Buildings	40 years
i. Land	Unlimited

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MODEL SMALL DOLLAR GRANT AWARDS AND CONTENT

This is a State Controller Contract, Grant, and Purchase Order Policy under the State Fiscal Rules. All Small Dollar Grant Awards shall use one of the approved models Small Dollar Grant Award or Grant Agreement forms described in Fiscal Rule 3-4 unless the State Agency or Institution of Higher Education (IHE) has obtained the prior written approval from the Office of the State Controller (OSC).

1) Available Model Small Dollar Grant Awards. The following model Small Dollar Grant Awards may be used by State Agencies and IHEs without additional approval from the OSC:

- a. Financial System Generated Small Dollar Grant Awards.** This model is the system-generated document resulting from a Colorado Operations Resource Engine (CORE) POGG1 encumbrance or through another approved state financial system, which also explicitly references a link to the State of Colorado Small Dollar Grant Award Terms and Conditions that are attached to this policy. This model does not include other documents with a similar or the same appearance as one of these documents that is not generated within the financial system
- b. Other Approved Forms.** A State Agency or IHE, at the discretion of the State Agency's or IHE's Procurement Official or State Controller delegate, may request other approved forms from the OSC.
- c. Backup Forms.** If CORE or the approved state financial system used by the State Agency or IHE is unavailable for an extended period of time when a Small Dollar Grant Award must be issued, the State Agency or IHE, with the prior approval of the OSC, may use a backup form with the same or substantially similar appearance as one of the documents described in §1)a.

2) Modifications of Model Small Dollar Grant Awards. A State Agency or Institution of Higher Education issuing a Small Dollar Grant Award may not modify the State of Colorado Small Dollar Grant Award Terms and Conditions attached to this policy, including Addendum 1: Additional Terms & Conditions for Information Technology ("Addendum"), in any way without prior written approval of the OSC.

- a. Exception.** The Office of Information Technology (OIT) may modify the provisions of Addendum for the State of Colorado Small Dollar Grant Awards specifically issued by OIT with the prior written approval of the Procurement Official of OIT or authorized delegate, without obtaining additional approval from OSC.
- b. Unauthorized Modifications.** Except as described in §2)a., the failure of a State Agency or IHE to obtain approval from the OSC prior to issuing a Small Dollar Grant Award with modified the State of Colorado Small Dollar Grant Award Terms and Conditions shall constitute a violation of Fiscal Rule 3-4, §§ 4.1.7. and 5.1.

3) Small Dollar Grant Award Exhibits and References. All Small Dollar Grant Awards shall either include or specifically reference the State of Colorado Small Dollar Grant Award Terms and Conditions by hyperlink or, if modified in accordance with §2), attach the modified State of Colorado Small Dollar Grant Award Terms and Conditions and shall clarify on the Small Dollar Grant Award that the attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern the Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink. Small Dollar Grant Awards shall also include any additional exhibits, based on the nature of the work performed under the Small Dollar Grant Award, as required by any other state

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and/or federal agency with authority over that type of work or by any entity providing funding for the Small Dollar Grant Award, including, but not limited to, the following:

- a. Additional information technology provisions required by OIT.
- b. Additional provisions required to comply with the Office of Management and Budget Uniform Guidance, or the Federal Funding Accountability and Transparency Act, or any other applicable federal terms and conditions.
- c. Any federally required attachments relating to confidential information, such as a Health Information Portability and Accountability Act (HIPAA) Business Associate Addendum or a Federal Tax Information Exhibit.



**Robert Jaros, CPA, MBA, JD State
Controller**

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State of Colorado Small Dollar Grant Award Terms and Conditions

1. **Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
2. **Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: (1) the Small dollar Grant Award document; (2) these terms and conditions (including, if applicable, Addendum 1 below); and (3) any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.
3. **Changes.** Once accepted in accordance with §1, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
4. **Definitions.** The following terms shall be construed and interpreted as follows: (a) "Award" means an award by a Recipient to a Subrecipient; (b) "Budget" means the budget for the Work described in this Agreement; (c) "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 CRS §24-11-101(1); (d) "UCC" means the Uniform Commercial Code in CRS Title 4; (e) "Effective Date" means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; (f) "Federal Award" means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; (g) "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient; (h) "Grant Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; (i) "Matching Funds" mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; (j) "Recipient" means the State agency identified on the face of the Small Dollar Grant Award; (k) "Subcontractor" means third parties, if any, engaged by Grantee to aid in performance of the Work; (l) "Subrecipient" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; (m) "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) 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; and (n) "Work" means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.
5. **Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
6. **Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
7. **Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed

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on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* 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. Reporting. If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. 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 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.

9. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

10. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

11. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Agreement.

12. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

13. Payment Disputes. If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

14. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant 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 received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

16. Close-Out. Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined

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in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

17. Assignment. Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement 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 Agreement.

18. Subcontracts. Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

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

20. Survival of Certain Agreement Terms. Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

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

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

23. Indemnification. [Not Applicable to Inter-governmental agreements] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

25. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **\$28**.

28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **\$27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed

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and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

30. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then 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.

31. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, 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, CRS §§24-30-1501, *et seq.* No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

32. Grant Recipient. Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee 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 Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee 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.**

33. Compliance with Law. Grantee 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.

34. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental agreements] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. 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 Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. Prohibited Terms. Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

36. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 *et seq.*, the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

37. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 *et seq.*, and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

STATE CONTROLLER

ADDENDUM 1:

Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: (a) **"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 CRS §24-72-302; (b) **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; (c) **"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; (d) **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium 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 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 including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; (e) **"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, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; (f) **"State Confidential Information"** means any and all State data, information, and records, regardless of physical form; (g) **"State Fiscal Rules"** means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); (h) **"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; (i) **"State Records"** means any and all State data, information, and records, regardless of physical form; (j) **"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, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and (k) **"Work Product"** means the tangible and intangible results of the delivery of goods and performance of services, 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, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to (a) its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and (b) all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement (a) entered into as exhibits or attachments to this Agreement, (b) obtained by the State from the applicable third party Grantee, or (c) in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that (a) requires the State or the State to indemnify Grantee or any other party, (b) is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or (c) is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange

STATE CONTROLLER

Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. 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 Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

E. Use, Security, and Retention. Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. 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 Agreement, 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.

F. 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. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. 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. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. 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, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq.*

J. Software Piracy Prohibition. The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies. Grantee shall not allow remote access to State Records from outside the United States, including access by

STATE CONTROLLER

Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 10, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: AN ORDINANCE AMENDING TITLE XI, CHAPTER 4, OF THE PUEBLO MUNICIPAL CODE ABOLISHING THE REQUIREMENT THAT MINIATURE GOATS RESIDING IN THE CITY BE HORNLESS

SUMMARY:

Attached is a proposed Ordinance which amends Title XI, Chapter 4 to abolish the requirement that domesticated miniature goats be hornless or debudded in order to lawfully reside within the City.

PREVIOUS COUNCIL ACTION:

Council has previously acted by way of Ordinance 9903 to allow any person to possess not more than two (2) domesticated miniature goats within the City so long as the goats not exceed one hundred (100) pounds, be registered with the Pueblo Animal Shelter, neutered, vaccinated, **and hornless or debudded**.

BACKGROUND:

This issue came to the attention of Council due to a citizen's concern that the requirement that adult goats have their horns removed or baby goats be disbudded in order to be possessed in the City is potentially an inhumane practice.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

A “no action” alternative would maintain the *status quo*.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10729

AN ORDINANCE AMENDING TITLE XI, CHAPTER 4, OF THE PUEBLO MUNICIPAL CODE ABOLISHING THE REQUIREMENT THAT MINIATURE GOATS RESIDING IN THE CITY BE HORNLESS

WHEREAS, City Council of the City of Pueblo desires to address concerns regarding the requirement that adult miniature goats be hornless in order to reside in the City; and

WHEREAS, City Council determines that the requirement that miniature goats be hornless in order to reside in the City be abolished; NOW, THEREFORE,

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

SECTION 1.

Title XI, Chapter 4, Article III, Section 33 of the Pueblo Municipal Code is hereby amended as follows:

(c) Notwithstanding anything to the contrary in Subsection (a) of this Section, it shall not be unlawful for any person to possess, harbor, keep or maintain not more than two (2) domesticated miniature goats upon any premises within the City. Domesticated miniature goats shall not exceed one hundred (100) pounds. Any such goats must be registered with the City Animal Shelter, neutered if over two (2) months old [,] **and** vaccinated[, and hornless or debudded]. Miniature goats must be licensed under P.M.C. Sections 11-4-43, 11-4-44, 11-4-45, and 11-4-46. The person possessing, harboring, keeping or maintaining the goat or goats must comply with all other provisions of this Chapter.

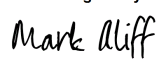
SECTION 2.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 10, 2024.

Final adoption of Ordinance by City Council on June 24, 2024.

DocuSigned by:

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President of City Council

Action by the Mayor:

- ☒ Approved on 6/25/2024 | 4:10 PM MDT.
- ☐ Disapproved on _____ based on the following objections:

DocuSigned by:
Heather Graham
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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:
my S&S
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City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 10, 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 THE TITLE OF CHAPTER 3 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE FROM "SIGHT OBSTRUCTIONS AT INTERSECTIONS" TO "SIGHT OBSTRUCTIONS AND ENCROACHMENTS INTO THE PUBLIC RIGHT-OF-WAY"

SUMMARY:

This Ordinance will amend the title of Chapter 3 of Title XV of the Pueblo Municipal Code from "Sight Obstructions at Intersections" to "Sight Obstructions and Encroachments into the Right-of-Way" to clarify the intended scope and meaning of the Chapter.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The current title of Title XV, Chapter 3 of the Pueblo Municipal Code implies that the Chapter's scope only addresses sight obstructions at roadway intersections within the City. However, the language contained within the rest of the Chapter applies more broadly, defining additional nuisance conditions that the Traffic Engineer is responsible for abating. The proposed change to the title adds clarity to the scope and meaning of Chapter 3.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

If City Council does not approve this Ordinance, the title of the Chapter will remain unchanged.

RECOMMENDATION:

Approve the proposed Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10730

AN ORDINANCE AMENDING THE TITLE OF CHAPTER 3 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE FROM "SIGHT OBSTRUCTIONS AT INTERSECTIONS" TO "SIGHT OBSTRUCTIONS AND ENCROACHMENTS INTO THE PUBLIC RIGHT-OF-WAY"

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

SECTION 1.

The title of Chapter 3 of Title XV of the Pueblo Municipal Code is hereby amended as follows (brackets indicate matter being deleted, underscoring indicates new matter being added):

CHAPTER 3 - Sight Obstructions ~~at Intersections~~ and Encroachments into the Public Right-of-Way

SECTION 2.

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

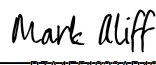
SECTION 3.

This Ordinance shall become effective immediately 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 June 10, 2024.

Final adoption of Ordinance by City Council on June 24, 2024.

DocuSigned by:

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President of City Council

Action by the Mayor:

☒ Approved on 6/25/2024 | 4:08 PM MDT.

☐ Disapproved on _____ based on the following objections:

DocuSigned by:
Heather Graham
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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



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 24, 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 AND RESERVING SECTIONS 7-3-52 THROUGH 7-3-61 FOR FUTURE ADDITIONS TO THE PUEBLO MUNICIPAL CODE AND CREATING A NEW ARTICLE V CONTAINING SECTIONS 7-3-62 THROUGH 7-3-72 OF CHAPTER 3 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE REGULATING THE USE AND MANAGEMENT OF SHOPPING CARTS WITHIN THE CITY

SUMMARY:

This Ordinance will amend Chapter 3 of Title VII of the Pueblo Municipal Code to regulate abandoned shopping carts and provide City staff with procedures for enforcement, recovery, transportation, storage, and disposal of abandoned shopping carts within the City.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Many retailers within the City provide shopping carts for the convenience of customers while shopping at their establishments. Shopping carts are frequently removed from retail store premises, however, and abandoned on both public and private property around the City, creating nuisance conditions. These carts are frequently recovered by City crews who then notify the respective cart owners that their carts have been located and that they can be picked up. With limited exceptions, retailers have generally refused to pick them up citing labor shortfalls or other company policy reasons.

This Ordinance will add abandoned shopping carts as a specific category of solid waste regulated under Chapter 3 of Title VII of the Pueblo Municipal Code and provide procedures related to their recovery, transportation, storage, and disposal. The Ordinance will also provide for the establishment of fees to be set by a separate resolution of City Council which would be assessed against the respective owners of

abandoned shopping carts.

By establishing a financial incentive to prevent shopping carts from leaving retail premises, retailers may also adopt innovative measures for securing their carts and become more active participants in the recovery process when abandoned carts are located.

FINANCIAL IMPLICATIONS:

Revenues generated from shopping cart 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 recovery, handling, and disposal of abandoned shopping carts will remain uncoded.

RECOMMENDATION:

Approve the proposed Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE CREATING AND RESERVING SECTIONS 7-3-52 THROUGH 7-3-61 FOR FUTURE ADDITIONS TO THE PUEBLO MUNICIPAL CODE AND CREATING A NEW ARTICLE V CONTAINING SECTIONS 7-3-62 THROUGH 7-3-72 OF CHAPTER 3 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE REGULATING THE USE AND MANAGEMENT OF SHOPPING CARTS WITHIN THE CITY

WHEREAS, increased theft and abandonment of shopping carts within the City is a growing problem; and

WHEREAS, such actions create or facilitate nuisance conditions that require subsequent abatement by the City, consuming limited available resources that would otherwise be available for other public services or projects; NOW, THEREFORE,

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

SECTION 1.

Sections 7-3-52 through 7-3-61 of the Pueblo Municipal Code are hereby created and reserved for future additions to the Code as follows (brackets indicate matter being deleted, underscoring indicates new matter being added):

Secs. 7-3-52—7-3-61. - Reserved.

SECTION 2.

Article V of Chapter 3 of Title VII of the Pueblo Municipal Code is hereby created, containing Sections 7-3-62 through 7-3-72 which shall read as follows (brackets indicate matter being deleted, underscoring indicates new matter being added):

Sec. 7-3-62. - Definitions

For the purpose of this Article, the following words shall have the meanings herein set forth:

(1) "Abandoned shopping cart" means a shopping cart that has been removed from the premises of a retail establishment and which cannot, because of its location or condition, reasonably be used by customers for the transportation of goods.

(2) "Shopping cart" means a transport basket having wheels or similar means of mobility and which is used by a customer for the transportation of goods.

(3) "Premises" means any real property upon which a shopping cart is located.

(4) "Retail establishment" means any business enterprise that sells goods directly to the public, whether it be a store, market, or similar place of business.

(5) "Person" means any individual, firm, partnership, corporation, company, association, joint stock company, or other legal entity.

Sec. 7-3-63. - Abandoned Shopping Carts.

(1) It shall be unlawful for any person to deposit, drop, or throw out any shopping cart on any public or private property except upon the property of the retail establishment which owns said shopping cart.

(2) It shall be unlawful for the owner or occupant of any real property to permit an abandoned shopping cart to remain thereon.

Sec. 7-3-64. - Responsibility of Retail Establishments.

(1) Retail establishments shall be responsible for the proper management of all shopping carts located on their premises or in the City, whether owned by the retail establishment or provided for customer use by a third-party cart provider.

(2) Retail establishments shall properly maintain and secure all shopping carts on their premises to prevent their unauthorized removal.

(3) Retail establishments shall be responsible for the prompt retrieval and return of any shopping cart that is removed from their premises and located within the City.

(4) Retail establishments shall clearly and conspicuously post notice, in a location visible to customers, of their responsibility for the proper management of shopping carts on their premises and in the City.

Section 7-3-65. - Prohibitions.

(1) No person shall remove a shopping cart from the premises of a retail establishment without the express written permission of the retail establishment.

(2) No person shall abandon a shopping cart on public or private property within the City, including but not limited to sidewalks, streets, parks, alleys, or drainage ways.

(3) No person shall tamper with or damage a shopping cart.

Section 7-3-66. - Enforcement.

(1) Any person who violates any provision of this Article shall be subject to a fine of not more than one hundred dollars (\$100.00) for each violation.

(2) Each day that a violation continues shall be considered a separate violation.

Section 7-3-67. - Impoundment.

(1) The City may impound any shopping cart that is abandoned on public or private property within the City and may assess a fee for the impoundment and storage of the shopping cart. A schedule of fees shall be adopted by a separate Resolution of City Council.

(2) The retail establishment shall be notified of the impoundment and shall have the right to retrieve the impounded shopping cart upon payment of the impoundment fee.

(3) If the shopping cart is not retrieved within thirty (30) days of impoundment, the City may dispose of the shopping cart.

(4) Disposal of any impounded shopping cart by the City shall not relieve the retail establishment of its obligation to pay any accrued impoundment fees.

(5) In accordance with Section 9-1-5 of this Code, the City License Officer shall not authorize the renewal of the business license of any retail establishment with outstanding or past-due

impoundment fees.

Secs. 7-3-68—7-3-72. - Reserved.

SECTION 3.

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

SECTION 4.

This Ordinance shall become effective 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 June 10, 2024.

Final adoption of Ordinance by City Council on June 24, 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: June 10, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, AND CROWLEY COUNTY RELATING TO MUTUAL AID IN THE PROVISIONS OF FIRE PROTECTION AND OTHER EMERGENCY SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

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

PREVIOUS COUNCIL ACTION:

City of Pueblo has made numerous MAA with local governmental agencies.

BACKGROUND:

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

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

FINANCIAL IMPLICATIONS:

Reimbursement of consumables to Crowley County after the 24-hour period has expired for the incident.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Staff recommends approval.

ALTERNATIVES:

No aid for fire protection.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Mutual Aid Agreement Crowley County

ORDINANCE NO. 10731

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, AND CROWLEY COUNTY RELATING TO MUTUAL AID IN THE PROVISIONS OF FIRE PROTECTION AND OTHER EMERGENCY SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 10, 2024.

Final adoption of Ordinance by City Council on June 24, 2024.

DocuSigned by:

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President of City Council

Action by the Mayor:

- ☐ Approved on 6/25/2024 | 4:11 PM MDT.
- ☐ Disapproved on _____ based on the following objections:

DocuSigned by:
Heather Graham
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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

MUTUAL AID AGREEMENT FOR FIRE PROTECTION AND OTHER EMERGENCY SERVICES
ASSISTANCE BETWEEN PUEBLO COUNTY PUBLIC SAFETY ENTITIES

THIS MUTUAL AID AGREEMENT ("MAA"), entered into as of this _____ day of _____ 20__, is made by and between the City Pueblo, a municipal corporations and Crowley County, a political subdivision of the state of Colorado (Collectively the "Parties" and individually the "Party").

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

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

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

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

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

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

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

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

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

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

emergency services.

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

3. Mutual Aid.

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

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

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

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

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

f. The Responding Party agrees that the first twenty-four (24) hours of Mutual Aid shall be provided without reimbursement of Personnel Costs and Equipment Costs by the Requesting Party to the Responding Party. For all periods of time following the first twenty-four (24) hours, the Responding Party shall be reimbursed its Personnel Costs and Equipment Costs by the Requesting Party. The twenty-four (24) hour period referenced in this Section shall begin at the time the request is made by the Requesting Party. In addition and with respect to said twenty-four (24) hour period, the Requesting Party shall reasonably pursue any and all legal reimbursement possible pursuant to state and federal laws, including but not limited to reimbursement for hazardous materials incidents, and upon full or partial payment, the Requesting Party shall distribute the reimbursement in a fair and equitable manner which is proportionate to the documented expenses of all parties who provided services with respect to the incident upon which the reimbursement is paid. The Parties acknowledge and agree that any distribution for hazardous materials incidents

which may be required under this Section or otherwise under this MAA shall not impair or supersede any separate agreement a Party may have presently or hereafter to transfer and deposit any such distribution to the Pueblo County Hazmat Fund.

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

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

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

4. Each Party shall be expected to maintain its equipment and organize its emergency response method with both personnel and equipment to the degree necessary to meet the ordinary and routine fire protection and other emergency services occurring within its boundaries and for which the Party is organized. The Parties recognize that the dispatch of equipment and/or personnel under this MAA is voluntary and is not required, and specifically acknowledge that a Requesting Party shall not expect any other Party to provide Mutual Aid where the request arises due to a failure of the Requesting Party to organize available personnel or maintain equipment in reasonably working order and in sufficient quantity to meet the ordinary and routine fire protection and other emergency services occurring within its boundaries and for which the Party is organized. Nothing in this Agreement prevents two or more of the Parties from entering into contracts, automatic aid agreements or other methods to meet their responsibilities as agreed between those Parties.

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

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

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

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

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

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

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

Sheriff
Crowley County Sheriff's Office
110 East 6th Street
Ordway, CO 81063

Fire Chief
Ordway Volunteer Fire Department
611 East 9th Street
Ordway, CO 81063

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

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

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

14. Miscellaneous.

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

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

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

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

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

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

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

[S E A L]

Pueblo, a Colorado Municipal Corporation

ATTEST: _____
City Clerk

By _____
Heather Graham, Mayor

Crowley County, a political subdivision of the State of Colorado

[S E A L]

By _____

ATTEST: _____
Title: _____

Chairman of the Board of County Commissioners

Ordway Volunteer Fire Department

ATTEST: _____

Title: _____

By _____

Title: _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 24, 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 APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO RELATING TO THE PARTICIPATION IN AND CONDUCT OF THE FEDERAL HOME INVESTMENT PARTNERSHIPS PROGRAM AND PROVIDING FOR THE EXECUTION THEREOF

SUMMARY:

The Intergovernmental Agreement between the City of Pueblo and the County of Pueblo for a joint funding effort under the Federal HOME Investment Partnerships Act Grant to provide safe, sanitary housing, for low- and moderate-income families.

PREVIOUS COUNCIL ACTION:

Council has consistently renewed the HOME Consortium intergovernmental agreement in 2021, 2018, 2015, 2012, 2009, and 2006.

BACKGROUND:

The City of Pueblo and Pueblo County, since the inception of the federal HOME Program in 1992, have operated under a Consortium agreement whereby the HOME funds have been shared on a percentage basis. While the City of Pueblo is the Entitlement Community there have been mutual benefits in continuing this administrative arrangement. The City as the Participating Jurisdiction acts in a representative capacity, and therefore assumes overall responsibility for ensuring that the Consortium's HOME Program (City and County programs) is carried out in compliance with the requirements of the HOME Program regulations, including requirements concerning a Consolidated Plan. The City assumes this responsibility and there is no cost to the County.

FINANCIAL IMPLICATIONS:

By entering into the consortium, the City of Pueblo receives more funding than would be allocated to it under the Entitlement Community Allocation Formula. The County receives HOME funding that it would not otherwise be eligible to receive on a non-competitive basis. The funds are split on an 86/14 basis after set-asides for administrative costs and funding of Community Housing Development Organizations (“CHDO”).

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

The City could elect not to enter into a consortium with Pueblo County.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2025-2027 Consortium Agreement - BG - 6-5-24

ORDINANCE NO. 10732

AN ORDINANCE APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO RELATING TO THE PARTICIPATION IN AND CONDUCT OF THE FEDERAL HOME INVESTMENT PARTNERSHIPS PROGRAM AND PROVIDING FOR THE EXECUTION THEREOF

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

SECTION 1.

The Consortium Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the County of Pueblo dated June 24, 2024 ("Agreement"), relating to participation in and the conduct of the Federal HOME Investment Partnerships Program for Federal fiscal years 2024-2027, incorporated herein and attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement on behalf of the City, 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 to perform any and all acts consistent with this Ordinance to implement the policies and procedures described herein.

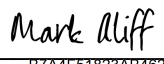
SECTION 4.

This Ordinance shall become effective immediately upon final passage and approval.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 10, 2024.

Final adoption of Ordinance by City Council on June 24, 2024.

DocuSigned by:

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President of City Council

Action by the Mayor:

- ☒ Approved on 6/25/2024 | 4:11 PM MDT.
- ☐ Disapproved on _____ based on the following objections:

DocuSigned by:
Heather Graham
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:
ys
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City Clerk

CONSORTIUM AGREEMENT

THIS AGREEMENT is made and entered into this June 24, 2024, effective as of October 1, 2024, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as the "City"), and Pueblo County, Colorado (hereinafter referred to as the "County").

WHEREAS, Section 29-1-203, C.R.S., authorizes governments to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting entities; and

WHEREAS, the City and the County are lawfully authorized to provide housing activities of the type contemplated by this Agreement; and

WHEREAS, it would serve the public welfare and be in the best interest of the citizens of Pueblo County, Colorado for the City and the County to continue in a consortium and cooperate to undertake housing assistance activities as part of the Federal HOME Investment Partnerships Program (hereinafter referred to as the "HOME Program"); and

WHEREAS, the parties desire to enter into this intergovernmental agreement setting forth the terms and conditions under which the parties shall cooperate in providing housing activities to the citizens of Pueblo County under such HOME Program.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. During the term of this Agreement, the City and the County agree to cooperate to undertake or to assist in undertaking housing assistance activities for the HOME Program, through the formation of a consortium consisting of the City and the County. The City is authorized to act in a representative capacity as the lead agency of the consortium and all entities comprising the consortium. In such capacity, the City shall assume overall responsibility for ensuring the consortium's HOME Program is carried out in compliance with the requirements of the HOME Program including, but not limited to, those requirements concerning a Consolidated Plan ("CP"). Additionally, the City, as representative of the consortium, shall select one or more Community Housing Development Organizations ("CHDO") to receive required set aside funding, if any, and shall act as the contact person so far as all dealings with the state and federal governments concerning the HOME Investment Partnerships Program are concerned.

2. Notwithstanding the designation of the City as representative of the consortium, as between the parties hereto, each party shall retain authority over its respective housing programs and the agencies carrying out such programs on behalf of each party. As such, and subject to the terms of this Agreement, each party shall set its own priorities for the use of any grant monies received by the consortium and shall retain the right to determine how those funds attributed to each entity shall be expended in meeting those priorities. To that end, and to the extent lawful under applicable grant regulations, the parties mutually agree that, after deduction of the fifteen percent (15%) set aside for CHDO's as required by regulation, the parties will divide any and all remaining funding received by the consortium under the HOME Program, with eighty-seven percent (87%) of such remaining funding being allocated to the City, and thirteen percent (13%) of such remaining

funding being allocated to the County. This funding allocation is based upon the population of the City and the population of those areas of Pueblo County outside of City boundaries. Currently, the contribution rate of each party's required non-federal matching funds is 25% of the eligible activity conducted by that party. The contribution of each party of required non-federal matching funds, if any, shall be determined annually in accordance with the applicable match requirements established by HUD for the eligible activities conducted by that party in accordance with the CP.

3. The consortium created under this cooperative Agreement shall prepare a CP for submittal to the appropriate entity of federal and/or state government in order to receive HOME Program funds and other federal/state funds, as applicable, and to become a participating jurisdiction in the HOME Program. The CP shall describe the consortium's five-year strategy for addressing housing, homeless, and supporting housing needs covering all of Pueblo County. The CP shall provide for a separate description of how the City and the County each intend to carry out the five-year strategy in their respective areas of jurisdiction. Such descriptions shall include, but not be limited to, the determination, by each entity, of that entity's priorities for use of grant monies and a report as to how such monies will be used to meet those priorities. Notwithstanding the fact that the CP will be submitted by the consortium, each party retains the right, subject to compliance with applicable Federal regulations, to determine its respective priorities and how that party's portion of the grant monies will be expended in meeting those priorities. Further, the parties each agree to affirmatively further fair housing.

4. This Agreement applies to consortium's qualification period (Federal fiscal years 2025 through 2027) and shall commence **October 1, 2024**, and, unless sooner renewed or extended by separate written document between the parties, shall terminate **September 30, 2027**; provided, however, that this Agreement shall continue in effect until the HOME funds from each of the three Federal fiscal years beginning with the fiscal year commencing October 1, 2024 have been expended for eligible activities or returned to HUD. The term of this Agreement covers the period necessary to carry out all activities that will be funded from funds awarded for three Federal fiscal years beginning with the Federal fiscal year commencing October 1, 2024. Furthermore, neither the City nor the County may withdraw from the consortium for the entire term of this Agreement.. The term of the Agreement notwithstanding, neither party shall be obligated to carry out its respective responsibilities under this Agreement until such time as the funding necessary to carry out such obligations is forthcoming and has been appropriated at the federal, state, and local levels, including, but not limited to, local funding necessary to carry out any matching funding responsibilities of the City or the County for each year during the term of this Agreement.

5. The designation of the City as the representative of the consortium notwithstanding, each party assumes full responsibility for carrying out its respective obligations under this Agreement and the CP, including, but not limited to, insuring that HOME Program funds are expended in accordance with applicable federal, state, and local laws or regulations. To that end, each party agrees to hold harmless the other party, its officers, employees and agents, from and against any and all demands by HUD for repayment of grant funds, claims, damages, liability, and court awards including costs, expenses, and attorney's fees, incurred as a result of any act or omission by that party, its officers, employees, agents, subcontractors, or assignees arising out of, or in any way connected with, the performance or non-performance of that party under this Agreement or the CP. All demands by HUD for repayment of grant funds, claims, damages, liability, and court awards including costs, expenses, and attorney's fees, incurred as a result of any act or omission of a party, its officers, employees, agents, subcontractors, or assignees arising out of, or in any way connected

with, the performance or non-performance of that party under this Agreement or the CP, shall be the responsibility of that party.

6. Each party certifies and warrants that none of its directors, officers, or employees have or will derive any personal or financial interest or benefit from the activity or activities conducted pursuant to this Agreement, nor have an interest in any contract or agreement with respect thereto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Each party shall avoid all conflicts of interest which are prohibited by applicable federal regulations as presently promulgated, and as the same may be revised from time to time in the future.

7. Each party shall maintain records as to all services provided and expenses incurred in performing programs conducted pursuant to the HOME Program and keep complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by either party's auditor. Each party agrees to comply with all applicable uniform administrative requirements. The City, the County, HUD, the Comptroller General of the United States, the Inspector General of HUD, and any of their authorized representatives shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers, and records kept by either party which relate to this Agreement for the purpose of making an audit or examination.

8. Each party 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, activity reports, and Program income. Recordkeeping, including the period of record retention, shall comply with the HOME program requirements.

9. Nothing contained herein, nor the relationship of the parties, shall make or be construed to make either party or its agents or employees the agents or employees of the other party. Each party shall be solely and entirely responsible for its acts and the acts of its agents, employees, and subcontractors.

10. This Agreement constitutes the entire agreement between the parties, and supersedes and replaces all prior and contemporaneous agreements, representations, and understandings of the parties. No variation or modification of this Agreement, and no waiver of any of this Agreement's provisions or conditions, shall be binding unless made in writing and signed by duly authorized officers of both the City and the County. This Agreement shall be binding on, and inure to the benefit of, the parties to it and their respective successors and assigns. Any delegation or assignment of this Agreement by either party without the prior written consent of the other party shall be void. The City is authorized on behalf of the parties to amend the agreement for reasons approved by HUD. This Agreement shall be governed by and construed according to the laws of the State of Colorado.

11. The beginning and end dates for the consortium's program years are as follows: (i) year one begins March 1, 2025 and ends February 28, 2026, (ii) year two begins March 1, 2026 and ends February 28, 2027, and (iii) year three begins March 1, 2027 and ends February 29, 2028. The City and County are on the same program year for CDBG and HOME. This Agreement does not provide for automatic renewal for any successive three-year qualification period after the term specified in paragraph 4.

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first written above.

ATTEST:

PUEBLO COUNTY, COLORADO

Clerk to the Board

By: _____
Chairperson, Board of County
Commissioners

ATTEST:

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

City Clerk

By: _____
Heather Graham, Mayor