



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

**MONDAY, DECEMBER 9, 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

Minister Gary Aragon, Southwest Church of Christ

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "Human Relations Day - December 10, 2024" - Dawn Tripp-Sena, Chair of the Pueblo Human Relations Commission

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF AGENDA

I. APPROVAL OF AGENDA

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

J. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated November 25, 2024, as distributed.

J1 City Council Minutes 112524

K. CONSENT AGENDA

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

L. COMMUNICATIONS

L1 Minutes of the Planning and Zoning Commission Regular Meeting for 10/09/2024

M. RESOLUTIONS

- M1 A Resolution ratifying the award of an emergency construction contract in the amount of \$101,978.00 to Parker Excavating Inc. a Colorado Corporation, for Project No. 23-040 (SWAN03) - for emergency storm sewer point repair of two 48" culverts under Jerry Murphy and approving a change order in the amount of \$151,425.47 for additional work and materials, and authorizing and approving the Purchasing Agent's execution of the same
- M2 A Resolution transferring \$131,773.60 from Project Account SW2101, Storm System Upgrade - Illinois Ave and \$150,000.00 from Project Account SW2302, Bank Stabilize - City Center/Santa Fe into Project Account SWAN03, Point Repair & Pipe Cleaning and authorizing the Purchasing Agent to execute the same
- M3 A Resolution approving and authorizing the Purchasing Agent to execute a professional services agreement in the amount not to exceed \$107,480 between the City of Pueblo, a Colorado Municipal Corporation, and Financial Consulting Solutions Group, Inc, d.b.a. FCS Group, for financial evaluation of the Wastewater Enterprise with respect to the WIFIA and SRF loan applications and the rate assessment in 2025 and transferring \$107,480 from WW1705 to WW2304 for the purposes thereof.
- M4 A Resolution awarding a construction contract in the amount of \$14,116.50 to Lucky Dog Contracting, for Project No. 24-121, Concrete Improvements - 3920 West Northern Avenue, setting forth \$2,120 for contingencies, and authorizing the Purchasing Agent to execute same
- M5 A Resolution confirming the appointment by the Mayor of Robert Esser to complete a four-year term expiring August 1, 2025, on the Honor Farm Enterprise Citizens Advisory Board
- M6 A Resolution confirming the appointment by the Mayor of Elvis Martinez to complete a three-year term expiring November 1, 2026, on the Pueblo Streetscape Advisory Committee
- M7 A Resolution confirming the appointment by the Mayor of Alysia Bellamy, Jennifer Horn, and Erik Segall to serve a three-year term expiring December 31, 2027, on the Pueblo Human Relations Commission
- M8 A Resolution confirming the appointment by the Mayor of Jodie Hendershott to complete a four-year term expiring June 30, 2025, on the Pueblo Energy Advisory Commission
- M9 A Resolution confirming the appointment by the Mayor of Sandra Morrison and Mark Guerrero to serve a four-year term expiring January 1, 2029, on the Historic Preservation Commission
- M10 A Resolution relating to the 2014 loan agreement with the Colorado Water Resources and Power Development Authority and removing Nancy Keller and Roni Kimbrel and appointing Andra Ahrens and Danny Nunn as the authorized officers under said agreement
- M11 A Resolution accepting an easement and right of way for the Portland Lift Station from Raymond J. Detello
- M12 A Resolution rescinding Resolution Number 13612, adopted February 13, 2017
- M13 A Resolution approving the Pueblo Urban Renewal Authority Vendor Fee Budget for the Pueblo Convention Center and the Memorial Hall Capital Projects and Maintenance Fund, for the calendar year 2025, commencing January 1, 2025, and ending the last day of December 2025

M14 A Resolution ratifying the PCCLD Selection Committee's Joint Reappointment of Jeffrey DeHerrera to the Pueblo City-County Library District Board of Trustees

M15 A Resolution authorizing payment in the amount of \$825,882.57 from Project CI2113 - American Rescue Plan Act for the purchase of nine Police Interceptor Units and five Administrative Vehicles, as authorized by section 603(c)(1)(C) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance amending zoning restrictions to rezone 710 West 4th Street from B-4, Central Business Zone District to S-1, Government Use Zone District

N2 An Ordinance amending zoning restrictions to rezone 724 and 728 West 4th Street from B-4, Central Business Zone District to S-1, Government Use Zone District

N3 An Ordinance amending the 2024-2025 Pueblo Urban Transportation Planning Project and budgeting and appropriating funds in the amount of \$918,285.43 in 2025 for said Project

N4 An Ordinance approving a Delegation Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Pueblo Area Council of Governments for 2025 Transportation Planning Services and authorizing the Mayor to execute same

N5 An Ordinance establishing project number PL2402, and authorizing the transfer of \$24,000 from the Planning and Community Development Department Professional Services account into project PL2402, and budgeting and appropriating funds in the amount of \$24,000 relating to the Pueblo Affordable Housing Procedure Updates Project

N6 An Ordinance approving a data use agreement between the Pueblo Department of Public Health and Environment and the City of Pueblo, a Colorado Municipal Corporation, and authorizing the Mayor to execute the said agreement

N7 An Ordinance accepting an easement and right of way from the Pueblo Urban Renewal Authority, a Body Corporate and Politic of the State of Colorado, to the City of Pueblo, a Colorado Municipal Corporation, for the purpose of storm drainage and authorizing execution thereof by the Mayor

N8 An Ordinance approving an Operating Agreement between the City of Pueblo, a Colorado Municipal Corporation and Life Continues, LLC dba Safeside Recovery for the temporary operation of the homeless shelter and authorizing the Mayor to execute the same

N9 An Ordinance amending Chapter 5 of Title II of the Pueblo Municipal Code relating to the Pueblo Commission on Energy

N10 An Ordinance approving a grant award agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, acting by and through the Colorado Department of Natural Resources, to provide wildland fire mitigation crew time to the City and authorizing the Mayor to execute the same

N11 An Ordinance approving a T-Hangar Lease Agreement for space in 31501 Bryan Circle T-Hangar A at the Pueblo Memorial Airport between the City of Pueblo, a Colorado Municipal Corporation, and Daniel J. Ramos, and authorizing the Mayor to execute same

N12 An Ordinance approving a T-Hangar Lease Agreement for space in 31501 Bryan Circle T-Hangar B at the Pueblo Memorial Airport between the City of Pueblo, a Colorado Municipal Corporation, and Michael R. Cook, and authorizing the Mayor to execute same

N13 An Ordinance approving a T-Hangar Lease Agreement for space in 31501 Bryan Circle T-Hangar C at the Pueblo Memorial Airport between the City of Pueblo, a Colorado

Municipal Corporation, and Philip Smith, and authorizing the Mayor to execute same

N14 An Ordinance approving a T-Hangar Lease Agreement for space in 31501 Bryan Circle T-Hangar D at the Pueblo Memorial Airport between the City of Pueblo, a Colorado Municipal Corporation, and Kristian Narveson, and authorizing the Mayor to execute same

N15 An Ordinance approving a T-Hangar Lease Agreement for space in 31501 Bryan Circle T-Hangar F at the Pueblo Memorial Airport between the City of Pueblo, a Colorado Municipal Corporation, and Anthony W. Wodishek and Mark A. Wodishek, and authorizing the Mayor to execute same

N16 An Ordinance approving a T-Hangar Lease Agreement for space in 31501 Bryan Circle T-Hangar G at the Pueblo Memorial Airport between the City of Pueblo, a Colorado Municipal Corporation, and Kenneth Sharp, and authorizing the Mayor to execute same

N17 An Ordinance approving a T-Hangar Lease Agreement for space in 31501 Bryan Circle T-Hangar H at the Pueblo Memorial Airport between the City of Pueblo, a Colorado Municipal Corporation, and Michael R. Cook, and authorizing the Mayor to execute same

N18 An Ordinance approving a T-Hangar Lease Agreement for space in 31501 Bryan Circle T-Hangar I at the Pueblo Memorial Airport between the City of Pueblo, a Colorado Municipal Corporation, and Michael Carter, and authorizing the Mayor to execute same

O. APPROVAL OF CONSENT AGENDA

I move to receive and file the minutes of the Planning and Zoning Commission approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for December 23, 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 Mountain Park Environmental Association DBA Nature and Wildlife Discovery Center in the amount of \$900 to sponsor the Winter Solstice Celebration on Saturday, December 21, from 4 to 7 pm

Q2 A Resolution authorizing payment of \$1,000,000 from Project CI2113 - American Rescue Plan Act, for video surveillance improvements in Parks, as authorized by Section 603 (a) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35

R. ORDINANCES – FINAL PRESENTATION

R1 An Ordinance approving and authorizing the Mayor to sign an Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation and Pueblo County, a political subdivision of the State of Colorado, for the preparation of site and construction plans in anticipation of the construction of a City-County Childcare Center authorized by Section 603 of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFF 35.6, and authorizing the payment of one hundred thousand dollars (\$100,000) from Project No. CI2113 - American Rescue Plan Act, for purposes thereof - *Introduced November 25, 2024 by Councilor Regina Maestri*

R2 An Ordinance approving, accepting, and budgeting a Multimodal Transportation and Mitigation Option Funds Grant, Award, and applicable conditions pertaining thereto, between the City of Pueblo a Colorado Municipal Corporation, and the Pueblo Area Council of Governments, and Colorado Department of Transportation establishing Project No. PT2406, budgeting and appropriating \$130,399.00, and authorizing the Mayor to

execute same - *Introduced November 25, 2024 by Councilor Regina Maestri*

- R3 An Ordinance approving, accepting, and budgeting a Colorado Energy Office State Funds Grant YFTG0124 administered by the Colorado Association of Transit Agencies, Award, and applicable conditions pertaining thereto, between the City of Pueblo a Colorado Municipal Corporation and Colorado Association of Transit Agencies establishing Project No. PT2405, budgeting and appropriating \$62,213.39, and authorizing the Mayor to execute same - *Introduced November 25, 2024 by Councilor Regina Maestri*
- R4 An Ordinance suspending the payment of the monthly Street Repair Utility Service Charges for twelve consecutive months beginning with each utility customer's January 2025 utility bill - *Introduced November 25, 2024 by Councilor Regina Maestri*
- R5 An Ordinance approving a memorandum of understanding between the City of Pueblo a Colorado Municipal Corporation, Biobot Analytics, Inc. in collaboration with the Pueblo Department of Public Health & Environment to detect high-risk substances and substance use disorder treatment chemicals within the Pueblo sewershed and authorizing the Mayor to execute same - *Introduced November 25, 2024 by Councilor Regina Maestri*
- R6 An Ordinance approving a joint funding agreement between the City of Pueblo, a Colorado Municipal Corporation, and the U.S. Geological Survey, United States Department of the Interior, to continue the collection of hydrologic data along Fountain Creek and the Arkansas River and authorizing the Mayor to execute said agreement. - *Introduced November 25, 2024 by Councilor Regina Maestri*
- R7 An Ordinance providing for the City of Pueblo departmental authorized personnel positions for the fiscal year 2025. - *Introduced November 25, 2024 by Councilor Regina Maestri*
- R8 An Ordinance amending sections 6-5-16 and 6-5-18 of Chapter 5, of Title VI of the Pueblo Municipal Code relating to the classification and pay plan for fiscal year 2025 - *Introduced November 25, 2024 by Councilor Regina Maestri*
- R9 An Ordinance approving the Memorandum of Understanding between the Colorado Department of Corrections (DOC) and the Pueblo Fire Department allowing the authority having jurisdiction (AHJ) over DOC facilities operations in Pueblo City limits for building construction plan review and related inspections, fire safety inspections, and fire safety permits and authorizing the Mayor to execute the same - *Introduced November 25, 2024 by Councilor Regina Maestri*
- R10 An Ordinance approving an Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Pueblo Conservancy District, a Colorado Conservancy District, by which the Pueblo Conservancy District will pay to the City of Pueblo \$75,000 for funding of a portion of the City Park and Arkansas River Corridor Master Plan Project, authorizing the Mayor to execute the same, accepting the District Funds, establishing Project No. CI2456, and budgeting and appropriating the funds to Project No. CI2456 - *Introduced November 25, 2024 by Councilor Regina Maestri*
- R11 An Ordinance approving and accepting a Grant Agreement for the City of Pueblo from the State Board of the Great Outdoors Colorado Trust Fund, authorizing the Mayor to execute the same, establishing Project No. CI2455, and budgeting and appropriating funds in the amount of \$190,532.00 to Project No. CI2455 - *Introduced November 25, 2024 by Councilor Regina Maestri*
- R12 An Ordinance approving an agreement between Pueblo School District 60, DBA Pueblo City Schools, and the City of Pueblo for the School Resource Officer program during the period of January 1 through December 31, 2025, and authorizing the Mayor to execute the same - *Introduced November 25, 2024 by Councilor Regina Maestri*

R13 An Ordinance amending Section 15 of Chapter 1 of Title IV of the Pueblo Municipal Code relating to building permits and circumstances in which permits may not be issued -
Introduced November 25, 2024 by Councilor Regina Maestri

R14 An Ordinance approving Amendment No. 1 to the Real Estate Lease Agreement between the Pueblo Rescue Mission and Safeside Recovery for the property at 710 West 4th Street subsequent to the acquisition of the property by the City of Pueblo and authorizing the Mayor to execute the same - *Introduced November 25, 2024 by Councilor Regina Maestri*

S. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, NOVEMBER 25, 2024 - 7:00 PM
MINUTES**

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Council Members Present: Mark Aliff, Brett Boston, 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, Deputy City Clerk Vincent Petkosek.

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

- * Michelle Gray appeared in person and spoke about a fire on 7th / Main.
- * Ted Freeman appeared in person and spoke about topics to be discussed.
- * Margo Harriman appeared in person and spoke about the bathhouse and needle exchange.
- * Ken Danti appeared in person and spoke about energy.
- * Elvis Martinez appeared in person and spoke about public form, work session and more.
- * Nicole Ferguson appeared in person and spoke about code enforcement.

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 M11 and M12 to the regular

agenda and to approve the agenda as amended.

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

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES 11/11/2024

Councilor Maestri, seconded by Councilor Gomez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **November 11, 2024**, as distributed.

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

K. CONSENT AGENDA

Deputy City Clerk Vincent Petkosek read the Consent Agenda into the record.

L. COMMUNICATIONS

L1 MINUTES OF THE PLANNING AND ZONING COMMISSION REGULAR MEETING FOR 9/25/2024

M. RESOLUTIONS

M1 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$157,900.40 TO SPORT COURT OF THE ROCKIES, FOR PROJECT NO. 24-129, BRADFORD PARK - BASKETBALL COURT RESURFACING AND NEW HOOPS (CDBG), SETTING FORTH \$5,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15823.

M2 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$120,004.00 TO MILLER PIPELINE, LLC, AND SETTING FORTH \$24,000.00 FOR CONTINGENCIES, FOR PROJECT NO. 24-134 (WW1503) 2024 MANHOLE SELENIUM REDUCTION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

This Resolution was assigned as 15824.

M3 A RESOLUTION AWARDED AN AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES IN THE AMOUNT OF \$80,134 TO DEMMON DESIGN STUDIOS, INC., A REGISTERED COLORADO CORPORATION, FOR PROJECT NO. 24-088 ARCHITECTURAL DESIGN SERVICES FOR 650 DITTMER AVENUE AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15825.

M4 A RESOLUTION TRANSFERRING \$18,167.50 WITHIN THE SOUTHPOINTE

SPECIAL IMPROVEMENT MAINTENANCE DISTRICT BUDGET FROM THE "PROJECTS TO BE DETERMINED" OPERATING BUDGET LINE ACCOUNT INTO THE "REPAIR & MAINTENANCE" OPERATING BUDGET LINE ACCOUNT, AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$16,367.50 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 24-128, CONCRETE IMPROVEMENTS - PRAIRIE HAWK LANE, SETTING FORTH \$1,800 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15826.

- M5 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$5,783.26 WITH MILLER PIPELINE, LLC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 38 WILLIAM WHITE BLVD, PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.**

This Resolution was assigned as 15827.

- M6 A RESOLUTION AMENDING RESOLUTION 11711 AND ESTABLISHING PERMIT, INSPECTION AND PLAN REVIEW FEES REQUIRED UNDER CHAPTER 2 OF TITLE III OF THE PUEBLO MUNICIPAL CODE AND THE 2015 INTERNATIONAL FIRE CODE**

This Resolution was assigned as 15828.

- M7 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF SCOTT BRIDGMAN TO SERVE A THREE-YEAR TERM EXPIRING DECEMBER 1, 2027, ON THE PUEBLO MUNICIPAL GOLF COURSE ENTERPRISE ADVISORY COMMITTEE IN THE WALKING STICK ANNUAL PASS HOLDER POSITION**

This Resolution was assigned as 15829.

- M8 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MIKIEL GHELIEH TO COMPLETE A FOUR-YEAR TERM EXPIRING AUGUST 30, 2026, ON THE ADA ADVISORY COMMITTEE**

This Resolution was assigned as 15830.

- M9 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-31) TO HARP AUTHORITY, 125 RIVERWALK PLACE, FOR THE USE OF THE RIGHT-OF-WAY AT VICTORIA STREET FROM "D" STREET TO GRAND AVENUE, GREENWOOD STREET FROM VICTORIA AVENUE TO CITY CENTER DR., AND CITY CENTER DR./ELIZABETH STREET FROM GREENWOOD STREET TO 2ND STREET FOR THE ANNUAL HOLIDAY LIGHTING EXTRAVAGANZA**

This Resolution was assigned as 15831.

- M10 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-39) TO PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, FOR THE USE OF MAIN STREET FROM WEST 8TH STREET TO WEST 11TH STREET, COURT STREET FROM WEST 10TH STREET TO WEST 12TH STREET AND WEST 10TH STREET FROM GRAND AVENUE TO SANTA FE AVENUE FOR THE PURPOSE OF FACILITATING THE**

COURTHOUSE LIGHTING CEREMONY

This Resolution was assigned as 15832.

N. ORDINANCES – FIRST PRESENTATION

- N1 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, FOR THE PREPARATION OF SITE AND CONSTRUCTION PLANS IN ANTICIPATION OF THE CONSTRUCTION OF A CITY-COUNTY CHILDCARE CENTER AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFF 35.6, AND AUTHORIZING THE PAYMENT OF ONE HUNDRED THOUSAND DOLLARS (\$100,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF**
- N2 AN ORDINANCE APPROVING, ACCEPTING, AND BUDGETING A MULTIMODAL TRANSPORTATION AND MITIGATION OPTION FUNDS GRANT, AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO AREA COUNCIL OF GOVERNMENTS, AND COLORADO DEPARTMENT OF TRANSPORTATION ESTABLISHING PROJECT NO. PT2406, BUDGETING AND APPROPRIATING \$130,399.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**
- N3 AN ORDINANCE APPROVING, ACCEPTING, AND BUDGETING A COLORADO ENERGY OFFICE STATE FUNDS GRANT YFTG0124 ADMINISTERED BY THE COLORADO ASSOCIATION OF TRANSIT AGENCIES, AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO A COLORADO MUNICIPAL CORPORATION AND COLORADO ASSOCIATION OF TRANSIT AGENCIES ESTABLISHING PROJECT NO. PT2405, BUDGETING AND APPROPRIATING \$62,213.39, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**
- N4 AN ORDINANCE SUSPENDING THE PAYMENT OF THE MONTHLY STREET REPAIR UTILITY SERVICE CHARGES FOR TWELVE CONSECUTIVE MONTHS BEGINNING WITH EACH UTILITY CUSTOMER'S JANUARY 2025 UTILITY BILL**
- N5 AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO A COLORADO MUNICIPAL CORPORATION, BIOBOT ANALYTICS, INC. IN COLLABORATION WITH THE PUEBLO DEPARTMENT OF PUBLIC HEALTH & ENVIRONMENT TO DETECT HIGH-RISK SUBSTANCES AND SUBSTANCE USE DISORDER TREATMENT CHEMICALS WITHIN THE PUEBLO SEWERSHED AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

- N6 AN ORDINANCE APPROVING A JOINT FUNDING AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, TO CONTINUE THE COLLECTION OF HYDROLOGIC DATA ALONG FOUNTAIN CREEK AND THE ARKANSAS RIVER AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.**
- N7 AN ORDINANCE PROVIDING FOR THE CITY OF PUEBLO DEPARTMENTAL AUTHORIZED PERSONNEL POSITIONS FOR THE FISCAL YEAR 2025.**
- N8 AN ORDINANCE AMENDING SECTIONS 6-5-16 AND 6-5-18 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE CLASSIFICATION AND PAY PLAN FOR FISCAL YEAR 2025**
- N9 AN ORDINANCE APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COLORADO DEPARTMENT OF CORRECTIONS (DOC) AND THE PUEBLO FIRE DEPARTMENT ALLOWING THE AUTHORITY HAVING JURISDICTION (AHJ) OVER DOC FACILITIES OPERATIONS IN PUEBLO CITY LIMITS FOR BUILDING CONSTRUCTION PLAN REVIEW AND RELATED INSPECTIONS, FIRE SAFETY INSPECTIONS, AND FIRE SAFETY PERMITS AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME**
- N10 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO CONSERVANCY DISTRICT, A COLORADO CONSERVANCY DISTRICT, BY WHICH THE PUEBLO CONSERVANCY DISTRICT WILL PAY TO THE CITY OF PUEBLO \$75,000 FOR FUNDING OF A PORTION OF THE CITY PARK AND ARKANSAS RIVER CORRIDOR MASTER PLAN PROJECT, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ACCEPTING THE DISTRICT FUNDS, ESTABLISHING PROJECT NO. CI2456, AND BUDGETING AND APPROPRIATING THE FUNDS TO PROJECT NO. CI2456**
- N11 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2455, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$190,532.00 TO PROJECT NO. CI2455**
- N12 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN PUEBLO SCHOOL DISTRICT 60, DBA PUEBLO CITY SCHOOLS, AND THE CITY OF PUEBLO**

FOR THE SCHOOL RESOURCE OFFICER PROGRAM DURING THE PERIOD OF JANUARY 1 THROUGH DECEMBER 31, 2025, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

N13 AN ORDINANCE AMENDING SECTION 15 OF CHAPTER 1 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE RELATING TO BUILDING PERMITS AND CIRCUMSTANCES IN WHICH PERMITS MAY NOT BE ISSUED

N14 AN ORDINANCE APPROVING AMENDMENT NO. 1 TO THE REAL ESTATE LEASE AGREEMENT BETWEEN THE PUEBLO RESCUE MISSION AND SAFESIDE RECOVERY FOR THE PROPERTY AT 710 WEST 4TH STREET SUBSEQUENT TO THE ACQUISITION OF THE PROPERTY BY THE CITY OF PUEBLO AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

O. APPROVAL OF CONSENT AGENDA

P. REGULAR AGENDA

Q. RESOLUTIONS

M11 A RESOLUTION AUTHORIZING THE TRANSFER OF \$179,622.80 FROM CAPITAL PROJECT NO. PL1703 - TRAIL CONSTRUCTION ARKANSAS RIVER LEVEE PROJECT AND \$75,000.00 FROM CAPITAL PROJECT NO. PL2303 - LANDFILL ALTERNATIVES, TOTALING \$254,622.80 INTO CAPITAL PROJECT NO. CI1108 - CITY PARK TENNIS CLUBHOUSE RENOVATION

A staff report and detailed review of the Resolution was given by Steven Meier, Director of Parks and Recreation.

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

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

M12 A RESOLUTION AUTHORIZING THE TRANSFER OF \$140,000.00 FROM CAPITAL PROJECT NO. LT2001 - PARKS RENOVATIONS CITY PARK AND \$100,000.00 FROM CAPITAL PROJECT NO. LT2203 - BATHROOM CITY PARK MAINTENANCE COMPOUND, TOTALING \$240,000.00 INTO CAPITAL PROJECT NO. LT2301 - CITY PARK TENNIS CLUB & BLEACHERS

A staff report and detailed review of the Resolution was given by Steven Meier, Director of Parks and Recreation.

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

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

Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO DISTRICT 60 FOUNDATION IN THE AMOUNT OF \$1,500 TO SPONSOR THE CHRISTMAS EXTRAVAGANZA IN SUPPORT OF MINNEQUA & COLUMBIAN ELEMENTARY SCHOOLS ON FRIDAY, DECEMBER 20, 2024

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

* Elvis Martinez appeared in person and spoke in favor of this Resolution.

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

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

This Resolution was assigned as 15833.

Q2 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$1,554,540.88 TO MONTANO CONCRETE, FOR PROJECT NO. 24-065, MINNEQUA LAKE CONCRETE TRAIL, SETTING FORTH \$195,459.12 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Chuck Roy, Deputy Director of Public Works.

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

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

This Resolution was assigned as 15834.

Q3 A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$677,413.65 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT, AND TRANSFER \$28,474.27 FROM CAPITAL PROJECT CI2113 - P&R HYBRID TRUCKS, \$16,350.28 FROM CAPITAL PROJECT CI2113 - AIRPORT MOWER & FORKLIFT, AND \$100,000.00 FROM CAPITAL PROJECT CI2113 - TRAIL REPAIR, TOTALING \$822,238.20 INTO CAPITAL PROJECT CI2113 - TENNIS CLUB REPLACE BUILDING AS AUTHORIZED BY SECTION 603 (A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35

A staff report and detailed review of the Ordinance was given by Steven Meier, Director of Parks and Recreation.

* Brett Verna appeared in person and spoke against this Ordinance.

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

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

Q4 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$2,717,392, TO SPIRE BUILDING GROUP, FOR PROJECT NO.

24-112, CONSTRUCTION OF CITY PARK TENNIS COMPLEX, SETTING FORTH \$245,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Chuck Roy, Deputy Director of Public Works.

- * George Koncilja appeared in person and spoke against this Ordinance.
- * Brett Verna appeared in person and spoke against this Ordinance.
- * Elonora Bartoli appeared in person and spoke against this Ordinance.
- * Amy Scoby appeared in person and spoke against this Ordinance.

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

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

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE LEVYING AND CERTIFYING THE CITY OF PUEBLO PROPERTY TAX MILL LEVY MADE IN 2024 FOR THE 2025 BUDGET YEAR

A staff report and detailed review of the Ordinance was given by Danny Nunn, Interim Director of Finance.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10838.

R2 AN ORDINANCE LEVYING AND CERTIFYING THE BANDERA BOULEVARD SPECIAL IMPROVEMENT MAINTENANCE DISTRICT PROPERTY TAX MILL LEVY MADE IN 2024 FOR THE 2025 BUDGET YEAR

A staff report and detailed review of the Ordinance was given by Danny Nunn, Interim Director of Finance.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10839.

R3 AN ORDINANCE LEVYING AND CERTIFYING THE SOUTHPOINTE SPECIAL

IMPROVEMENT MAINTENANCE DISTRICT PROPERTY TAX MILL LEVY MADE IN 2024 FOR THE 2025 BUDGET YEAR

A staff report and detailed review of the Ordinance was given by Danny Nunn, Interim Director of Finance.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10840.**

R4 AN ORDINANCE ESTABLISHING PROJECT PS2410, THE REAL TIME CRIME CENTER PROJECT, TRANSFERRING \$1,000,000 FROM 10120502-51040 TO PS2410, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$1,000,000 AND AUTHORIZING MAYOR GRAHAM TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10841.**

R5 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN AXON ENTERPRISE, INC., A DELAWARE CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR THE CONTINUATION OF VIDEO STORAGE SERVICES AND PURCHASE OF NEW BODY WORN CAMERA HARDWARE AND RELATED SERVICES AND ACCESSORIES, AND AUTHORIZING MAYOR GRAHAM TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez,

Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10842.**

R6 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, PUEBLO URBAN RENEWAL AUTHORITY, A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, PUEBLO SCHOOL DISTRICT 60, AND PUEBLO CENTRAL HIGH SCHOOL FOUNDATION, A COLORADO NONPROFIT CORPORATION, FOR THE CONSTRUCTION OF A SOCCER PRACTICE FIELD AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6, AND AUTHORIZING THE PAYMENT OF TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

A staff report and detailed review of the Ordinance was given by Steven Meier, Director of Parks and Recreation.

PUBLIC HEARING:

Elvis Martinez appeared in person and spoke against this Ordinance.

Seeing no one else wishing to speak, President Aliff declared the hearing closed.

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

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

This Ordinance was assigned as **10843.**

R7 AN ORDINANCE REPEALING SECTION 3, 4, 5 AND 6 OF CHAPTER 2 OF TITLE IX AND CERTAIN SECTIONS OF THE PUEBLO MUNICIPAL CODE RELATING TO CABARET LICENSES

A staff report and detailed review of the Ordinance was given by Assistant City Attorney Elizabeth Sexton-Drake.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10844.**

R8 AN ORDINANCE CREATING 11-1-612 OF THE PUEBLO MUNICIPAL CODE CREATING THE CRIMINAL CONSEQUENCES FOR MISUSE OF NATURAL MEDICINES

A staff report and detailed review of the Ordinance was given by Assistant City Attorney Elizabeth Sexton-Drake.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10845**.

S. COUNCIL MEMBER CONFLICT OF INTEREST

S1 AN ORDINANCE MAKING APPROPRIATION FOR THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, INTERNAL SERVICE FUNDS, DEBT SERVICE FUNDS, AND CAPITAL PROJECT FUNDS FOR THE FISCAL YEAR 2025 AND ADOPTING THE BUDGET FOR THE YEAR 2025

Councilor Martinez recused herself from the rest of the meeting based on a conflict of interest.

A staff report and detailed review of the Ordinance was given by Mayor Heather Graham and Danny Nunn, Interim Director of Finance.

PUBLIC HEARING:

- * Larry Fancher appeared in person and spoke against this Ordinance.
- * Sandy Morrison appeared in person and spoke against this Ordinance.
- * Elvis Martinez appeared in person and spoke against this Ordinance.
- * Devin Clock appeared in person and spoke against this Ordinance.
- * Erin Medina appeared in person and spoke against this Ordinance.
- * Mark Galhelich appeared in person and spoke against this Ordinance.
- * Shane Warren appeared in person and spoke against this Ordinance.
- * Diane Baley appeared in person and spoke against this Ordinance.

Seeing no one else wishing to speak, President Aliff declared the hearing closed.

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

Councilor Flores, seconded by Councilor Gomez, moved to amend the City's 2025 annual budget as presented to City Council, dated October 15, 2024, (1) by reducing the council designated reserve's % of expenses from 12% to 10% and (2) adding \$1,325,140 to expenses, in order to restore the reduced Non-Departmental funding (Contributions & Donations and Contractual) to the 2024 projected Amounts.

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

President Aliff, seconded by Councilor Gomez, moved to amend the budget and award Sangre de Cristo Art Center \$100,000.

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

This Ordinance was assigned as **10846.**

T. ADJOURN

President Aliff adjourned the meeting at 12:40 am.

Respectfully submitted,

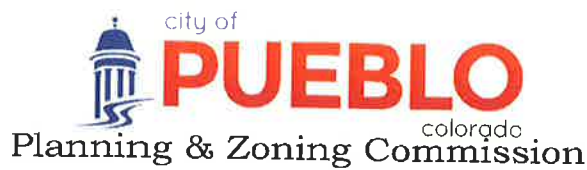
A handwritten signature in black ink, appearing to read "V. Petkosek", written over a horizontal line.

Vincent Petkosek
Deputy City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday October 9, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, Chris Pasternak, Cheryl Spinuzzi.

Commissioners Absent: Regina Maestri

Staff Members Present: David Wyatt, Assistant City Attorney, Beritt Odom, Principal Planner, Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Tech. Andrew Hayes, Director of Public Works, Melanie Turner, Traffic Engineer, Joe Martellaro, Associate Engineer II, and Noah Stamm, Drainage Engineer.

Staff Members Absent: Scott Hobson, Acting Director of Planning and Community Development.

Approval of the Agenda: Bailey motioned to move Z-22-10 and S-23-07 to the November 13, 2024, meeting approve the agenda as amended, seconded by Avalos,

Motion Passed: 6-0

Public Meeting Agenda:

Public Hearings:

1. Z-24-07: Rezone: 905 N. Erie Ave., 5.1 acres from S-1 and S-3, Government Use and Flood Plain Zone Districts to I-2 and I-3, Industrial Zone Districts. Generally located west of Erie Ave., east of Fountain Creek, and south of E. 11th Street. Staff Report by Beritt Odom.

Hearing: Applicant Julie Troutt, Colorado Land Surveyors was sworn in and spoke in support of the application. No one appeared in opposition.

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

Motion Passed: 6-0

2. Z-23-10 Rezone: Andiamo Rezone 25.994 acres generally located south of Dillon Dr. and west of Outlook Blvd., rezone from Agricultural 1 (A-1) to Single-Family Residential (R-2) Zone Districts. Generally located south of Dillon Dr. and west of Outlook Blvd. Staff Report by Mikaylin Hackley, Planner. *Continue to November 13, 2024*

3. S-23-07 Subdivision: Andiamo Subdivision of 25.994 acres into single-family residential lots and a parcel. Generally located south of Dillon Dr. and west of Outlook Blvd. Staff report by Mikaylin Hackley, Planner. *Continue to November 13, 2024.*

S-24-02 Subdivision: North Vista Highlands Filing No 10, a subdivision of 36.273 acres into single-family residential lots, open space, park, and future development parcels. Generally located west of Cedarweed Blvd. and south of the future western extension of Home of Heroes Parkway. Staff report by Beritt Odom, Principal Planner.

Hearing: Applicants Michael Cuppy, North Star Engineering and Surveying and David Resnick, North Vista Pueblo Land Investment, LLC were sworn in and spoke in support of the application. Being sworn in and speaking in opposition were Thomas Wrona, Harvey Wade, Jacqueline Helzer, John Roth, Jeffrey Tranel, Susan Musso Neugebauer, Scott Epstein, and John Millca. Andrew Hayes, Director of Public Works and Melanie Turner, Traffic Engineer provided information and answered questions.

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

Motion Passed: 5-1 (Avalos)

5. S-24-03 Subdivision: North Vista Highlands Filing No 11 Subdivision, a subdivision of 29.641 acres into single-family residential lots, open space, parks, and future development parcels. Generally located west of North Vista Highlands Filing 7 subdivision and south of the future western extension of Home of Heroes Parkway. Staff report by Mikaylin Hackley, Planner.

Hearing: Applicants Michael Cuppy, North Star Engineering and Surveying and David Resnick, North Vista Pueblo Land Investment, LLC were sworn in and spoke in support of the application. Being sworn in and speaking in opposition were Thomas Wrona, Harvey Wade, Jacqueline Helzer, John Roth, Jeffrey Tranel, Susan Musso Neugebauer, Scott Epstein, and John Millca.. Andrew Hayes, Director of Public Works and Melanie Turner, Traffic Engineer provided information and answered questions.

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

Motion Passed: 5-1 (Avalos)

6. S-24-04 Subdivision: North Vista Highlands Filing No 12, a subdivision of 37.015-acres into single-family residential lots, open space, park, and drainage parcels. Generally located west of Cedarweed Blvd. and south of the future western extension of Home of Heroes Parkway. Staff report by Beritt Odom, Principal Planner.

Hearing: Applicants Michael Cuppy, North Star Engineering and Surveying and David Resnick, North Vista Pueblo Land Investment, LLC were sworn in and spoke in support of the application. Being sworn in and speaking in opposition were Thomas Wrona, Harvey Wade, Jacqueline Helzer, John Roth, Jeffrey Tranel, Susan Musso Neugebauer, Scott Epstein, and John Millca, Andrew Hayes, Director of Public Works and Melanie Turner, Traffic Engineer provided information and answered questions.

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

Motion Passed: 5-1 (Avalos)

7. S-24-05 Subdivision: North Vista Highlands Filing No 13, Subdivision of 23.61 acres into 100 single family residential lots and three parcels. Generally located south of Home of Heroes, west of Cedarweed Blvd. Staff report by Wade Broadhead, Sr. Planner.

Hearing: Applicants Michael Cuppy, North Star Engineering and Surveying and David Resnick, North Vista Pueblo Land Investment, LLC were sworn in and spoke in support of the application. Being sworn in and speaking in opposition were Thomas Wrona, Harvey Wade, Jacqueline Helzer, John Roth, Jeffrey Tranel, Susan Musso Neugebauer, Scott Epstein, and John Millca. Andrew Hayes, Director of Public Works and Melanie Turner, Traffic Engineer presented information and answered questions.

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

Motion Passed: 5-1 (Avalos)

IV. Approval of Minutes:

1. Bailey motioned to approve minutes from September 25, 2024, seconded by Spinuzzi.

Motion Passed: 6-0

V. Old/New Business:

VI. Adjourn: 6:29 PM

Respectfully submitted,



Patrick Avalos
Vice Chairperson



Scott Hobson
Executive Secretary

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



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$101,978.00 TO PARKER EXCAVATING INC. A COLORADO CORPORATION, FOR PROJECT NO. 23-040 (SWAN03) - FOR EMERGENCY STORM SEWER POINT REPAIR OF TWO 48" CULVERTS UNDER JERRY MURPHY AND APPROVING A CHANGE ORDER IN THE AMOUNT OF \$151,425.47 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves the award of a construction contract in the amount of \$101,978.00 to Parker Excavating Inc., under Contract No. 23-040 for an emergency storm sewer point repair of two 48" culverts under Jerry Murphy and approves a change order in the amount of \$151,425.47.

PREVIOUS COUNCIL ACTION:

On 8/14/2023, City Council passed Resolution #15335, which approved the award of the 2023-2026 Storm Sewer Point Repair Contract to multiple contractors which were qualified via competitive bid.

BACKGROUND:

The Stormwater Utility was notified that two of our 48" CMP culverts that run underneath Jerry Murphy were corroded and damaged. This was discovered as part of the construction of Fire Station 8 as that project was connecting on to said culverts. Upon further inspection using closed caption television (CCTV) the pipes were found to be completely corroded at the bottom and full of pinholes. The CCTV inspection revealed that the pipe needed to be removed and replaced. The project scope had to change quickly from a complete removal and replace to lining the pipe due to several utility conflicts including a water transmission line and several water valves that made it

nearly impossible to replace.

The contract with the unit prices for the estimated work performed by Parker Excavating Inc. can be found attached. This work was performed under the 2023-2026 Storm Sewer Point Repair Resolution #15335, through which contractors were qualified via competitive bid.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$253,403.47 will be paid from the Stormwater Utility budget, Project Account SWAN03, for Point Repairs and Pipe Cleaning.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Not applicable.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-040 Emergency Repair Contract - 2024 Jerry Murphy (2) 48in Culverts
2. 2024 Jerry Murphy (2) 48in Culverts EPR Exhibit
3. 2024 Jerry Murphy (2) 48in Culvert EPR Change Order Signed
4. 2024 Jerry Murphy (2) 48in Culverts EPR Invoice from Parker Excavating Inc

RESOLUTION NO. 15835

A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$101,978.00 TO PARKER EXCAVATING INC. A COLORADO CORPORATION, FOR PROJECT NO. 23-040 (SWAN03) - FOR EMERGENCY STORM SEWER POINT REPAIR OF TWO 48" CULVERTS UNDER JERRY MURPHY AND APPROVING A CHANGE ORDER IN THE AMOUNT OF \$151,425.47 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

WHEREAS, the point repair work was awarded to Parker Excavating Inc., under the 2023-2026 Storm Sewer Point Repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council hereby ratifies and approves the contract for the emergency repair of the storm sewer of two 48" culverts under Jerry Murphy with Parker Excavating Inc., Project No. 23-040 (SWAN03) awarded to said bidder in the amount of \$253,403.47, which includes all contract change orders.

SECTION 2.

Funds for Project No. 23-040 (SWAN03) – Emergency Storm Sewer Point Repair of two 48" culverts under Jerry Murphy shall be paid from the Stormwater Utility Fund – Project Account SWAN03, Point Repairs & Pipe Cleaning.

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including any payments authorized under the contract and the contract change order in the amount of \$253,403.47 are hereby ratified.

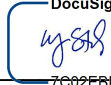
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 9, 2024

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Bliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

REQUEST FOR QUOTATIONS

Bid No: 23-040 (SWAN03)

Bid Name: 2023-2026 Emergency Storm Sewer Point Repair – 2024 Jerry Murphy (2) 48in Culverts

The undersigned, having become familiar with the local conditions affecting the cost of the work, and with the contract documents, including advertisement for bids, the form of proposal, the form of contract, form of bond, special provisions of the contract, general provisions of the contract, etc., plans, drawings and specifications, issued and attached to the contract documents on file in the office of the Purchasing Agent, hereby proposes to furnish all of the labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction of **2023-2026 Emergency Storm Sewer Point Repair – 2024 Jerry Murphy (2) 48in Culverts** in accordance with the plans and specifications as prepared by or for the City of Pueblo, Colorado, for the sums set forth in the following schedule:

Line Item	Description	Bid Quantities	Estimated Quantity	Unit of Measure	Unit Cost	Total
1	Remove Existing Pipe and Replace w/48" High Performance Polypropylene Pipe Greater than 8' Deep	>100	200	LF	\$357.00	\$71,400.00
2	Remove and Replace Asphalt 5" Asphalt on 6" Class 6 ABC 48" Pipe	>100	114	LF	\$88.00	\$10,032.00
3	Remove and Replace 4" Non-Reinforced Concrete Slab	>100	150	SF	\$18.00	\$2,700.00
4	Remove and Replace Standard Curb and Gutter	21-100	30	LF	\$58.00	\$1,740.00
5	Install Extra Lean Concrete (Flowable Fill)	21-100	58	CY	\$207.00	\$12,006.00
6	Mobilization	1	1	LS	\$4,100.00	\$4,100.00
					Grand Total	\$101,978.00

The Grand Total Bid shall be the basis for establishing the amount of the payment and performance bonds for projects with a Grand Total Bid equal to or greater than \$50,000.00. The total bid is based on quantities and dimensions shown on the proposal form and is subject to additions or reductions according to the actual construction quantities as determined by the Engineer upon completion of the construction.

The City reserves the right to adjust the required quantities and the Contractor shall furnish said quantities at the unit price quoted above. The time allowed for construction shall be adjusted in direct proportion of the adjusted quantities to the estimated quantities.

The undersigned has carefully checked the above quantities against the plans and specifications before preparing this proposal and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the work to be done in accordance with the plans and specifications.

The Contractor shall be subject to all applicable City, County, State and Federal Taxes in the performance of this contract.

Liquidated damages will be assessed in accordance with the GENERAL PROVISIONS for every calendar day after the allotted time given until the work is completed and accepted by the City of Pueblo.

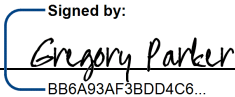
NOTE: Bidders should not add any conditions or qualifying statements to this bid as otherwise the bid may be declared irregular as being not responsive to the advertisement for bids.

Business Name: Parker Excavating, Inc.

Business Address: 1428 Stockyard Road

Pueblo, CO 81001

Signature:

Signed by:

BB6A93AF3BDD4C6...

Date: 9/18/2024 | 12:52 PM MDT

Printed Name and Title: Gregory Parker, Vice President

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 9th day of September, 2024, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and Parker Excavating, Inc., a Colorado Corporation, hereinafter referred to in the Contract Documents as "Contractor".

WITNESSETH, in consideration of the sum to be paid by the City to the Contractor at the time and in the manner hereinafter provided, the said Contractor has agreed, and does hereby agree, to furnish all labor, tools, equipment and material and to pay for all such items, and to construct complete in every detail, To-Wit;

Bid No: 23-040 (SWAN03)

Bid Name: 2023-2026 Emergency Storm Sewer Point Repair – 2024 Jerry Murphy (2) 48in Culverts

At the prices bid, in accordance with the drawings and specifications, and all Contract Documents for this project which are on file and available for inspection in the office of the Director of Public Works of Pueblo, all to the satisfaction of the Director of Public Works for the City of Pueblo.

AND FOR SAID CONSIDERATION, IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

1. Construction and installation of the above enumerated work for the City shall be completed and ready for use in accordance with the time of completion described in the Proposal Form of this Contract. This time shall be extended only for those periods set forth in the Contract Documents and in accordance with the requirements of same.
2. The work and material for the project covered by the Contract Documents shall be completely installed and delivered to the City within the time above stated, clear and free from any and all liens, claims and demands of any kind.
3. The full compensation to be paid to the Contractor by the City, pursuant to the terms of this Contract, shall be payable as provided in the Contract Documents.
4. This Contract consists of the following components, parts, and documents, all of which taken together constitute and are referred to as the Contract Documents, and the same are incorporated as part of the Contract as if set out herein verbatim, whether the same have been attached hereto or not:

Contract (This Instrument)
Performance Bond
Payment Bond
Notice to Proceed
Notice of Award
Contractor's Proposal
Addenda Nos. 4, 3, 2, 1

5. The ***Standard Construction Specifications and Standard Details for City of Pueblo, Colorado***, adopted April 11, 2022, and as most recently amended, are hereby included by reference and all provisions thereof shall be applicable.
6. Title XII, Chapter 2, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 3476, and amended by Ordinance No. 4476 and 5229, shall be considered a part of this contract.

(Contract Agreement – Page 2)

7. Title I, Chapter 8, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 4479, shall be considered a part of the contract.
8. All the covenants and agreements set forth in the Contract Documents shall inure to the benefit of and be binding upon City and Contractor and their respective heirs, legal successors and assigns and shall be governed by the laws of the State of Colorado.
9. This Contract may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

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

PARKER EXCAVATING, INC.

Signed by:
By Gregory Parker
BB6A93AF3BDD4C6
Gregory Parker

Title Vice President

CITY OF PUEBLO, A MUNICIPAL CORPORATION

DocuSigned by:
By Naomi Hedden
688F514DB28C0490
Naomi Hedden, Director of Purchasing

ATTEST:

DocuSigned by:
Wanda Stoller
7C02E807F632435
Wanda Stoller, City Clerk



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

Signed by:
Danny Nunn
01EBACDE22B04B4
Danny Nunn, Interim Director of Finance

APPROVED AS TO FORM
Department of Law:

DocuSigned by:
Robert P. Jagger
502480BF6EFC4C8...
Robert P. Jagger, Deputy City Attorney

Copy - Original on File at Purchasing Department

PERFORMANCE BOND

Bond Number 72672684

KNOW ALL MEN BY THESE PRESENTS:

That we Parker Excavating, Inc., a Colorado Corporation, hereinafter called "Principal" and

WESTERN SURETY COMPANY, a South Dakota Corporation

Surety

of Chicago, State of Illinois, hereinafter called the "Surety", are held and firmly bound unto the City of Pueblo, a Municipal Corporation, hereinafter called "City", in the penal sum of:

One Hundred One Thousand Nine Hundred Seventy-Eight Dollars and 00/100-----
(\$101,978.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 9th day of September, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No.: 23-040 (SWAN03)

Bid Name: 2023-2026 Emergency Storm Sewer Point Repair – 2024 Jerry Murphy (2) 48in Culverts

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof (including all warranty periods), and any extensions thereof which may be granted by the City, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

(Signature Page Follows)

(Performance Bond – Page 2)

IN WITNESS WHEREOF, this instrument is executed on the 9th day of September, 2024.

ATTEST:

By 
Principal Secretary

PARKER EXCAVATING, INC.

By 
Gregory Parker

Title Vice President

(SEAL)

1428 Stockyard Rd., Pueblo, CO 81001
(Address)

By 
(Witness as to Principal)

1428 Stockyard Rd Pueblo CO 81001
(Address)

WESTERN SURETY COMPANY
Surety

ATTEST:

By _____
(Surety) Attorney-In-Fact

By 
DAVID JAY RUDNIK Attorney-In-Fact

151 North Franklin, 17th Floor, Chicago, IL 60606
(Address)



By 
(Witness as to Surety) Jackie Sheldon

2626 49th Drive, Franksville, WI 53126
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute the bond.

Copy - Original on File at Purchasing Department

PAYMENT BOND

Bond Number 72672684

KNOW ALL MEN BY THESE PRESENTS:

That we Parker Excavating, Inc., a Colorado Corporation, hereinafter called "Principal" and

WESTERN SURETY COMPANY, a South Dakota Corporation

Surety

of Chicago, State of Illinois, hereinafter called the "Surety", are held and firmly bound unto the City of Pueblo, a Municipal Corporation, hereinafter called "City", in the penal sum of:

One Hundred One Thousand Nine Hundred Seventy-Eight Dollars and 00/100-----
(\$101,978.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 9th day of September, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No.: 23-040 (SWAN03)

Bid Name: 2023-2026 Emergency Storm Sewer Point Repair – 2024 Jerry Murphy (2) 48in Culverts

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, supplies, lubricants, oil, gasoline, rental machinery, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractors or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

(Signature Page Follows)

(Payment Bond – Page 2)

IN WITNESS WHEREOF, this instrument is executed on the 9th day of September, 2024.

ATTEST:

By 
Principal Secretary

PARKER EXCAVATING, INC.

By 
Gregory Parker

Title Vice President

(SEAL)

1428 Stockyard Rd., Pueblo, CO 81001
(Address)

By 
(Witness as to Principal)

1428 Stockyard Rd Pueblo CO 81001
(Address)

WESTERN SURETY COMPANY
Surety

ATTEST:

By _____
(Surety) Attorney-In-Fact

By 
DAVID JAY RUDNIK Attorney-In-Fact

151 North Franklin, 17th Floor, Chicago, IL 60606
(Address)



By 
(Witness as to Surety) Jackie Sheldon

2626 49th Drive, Franksville, WI 53126
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute the bond.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72672684

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint DAVID JAY RUDNIK

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Parker Excavating, Inc.

Obligee: CITY OF PUEBLO

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 72672684 is not issued on or before midnight of October 21st, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 9th day of September, 2024.

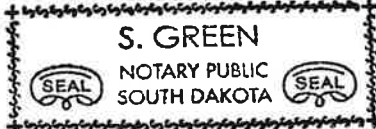
STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA

} ss

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 9th day of September, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 9th day of September, 2024.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-5-2023

NOTICE TO PROCEED

September 18, 2024

Parker Excavating, Inc.
1428 Stockyard Rd
Pueblo, Colorado 81001

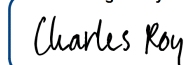
Ref: Bid No: 23-040 (SWAN03)

Bid Name: 2023-2026 Emergency Storm Sewer Point Repair – 2024 Jerry Murphy (2) 48in Culverts

You are hereby authorized to proceed on September 19, 2024, or within three (3) consecutive calendar days thereafter with construction of the above referenced project as set forth in the Contract Documents.

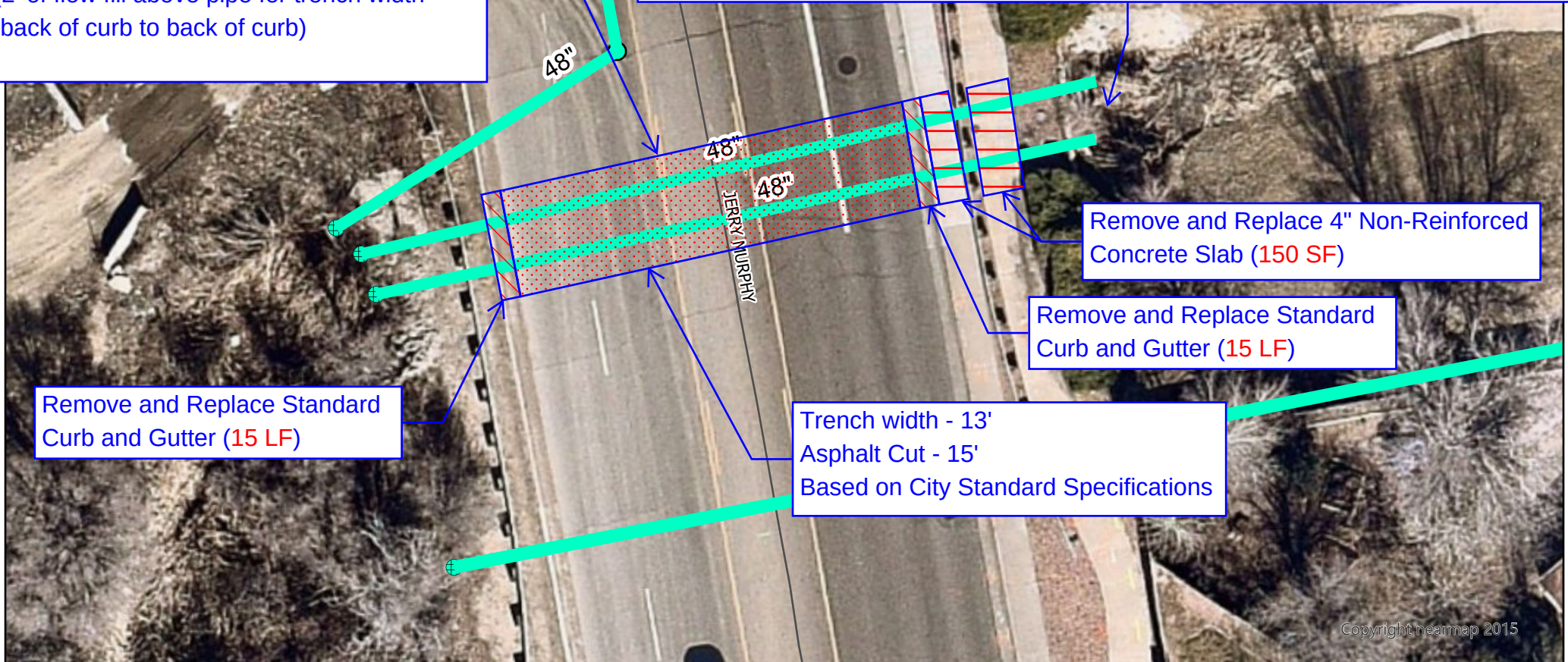
You have fourteen (14) consecutive calendar days to complete this project. If at that time the project is not complete, you may request additional time via an RFI. Your request will be subject to the discretion of the project engineer. If the project engineer deems your request as appropriate you will be issued an addendum granting the specified additional days.

Sincerely,

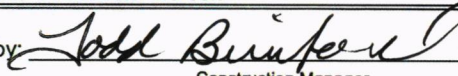
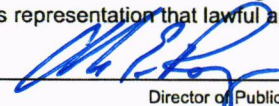
DocuSigned by:

3DBB3F0706AB45D...
Andrew E. Hayes, P.E.
Director of Public Works

- Remove Existing Pipe and Replace w/48" High Performance Polypropylene Pipe Greater than 8' Deep (200 LF)
- Remove and Replace Asphalt 5" Asphalt on 6" Class 6 ABC 48" Pipe (114 LF)
- Install Extra Lean Concrete (Flowable Fill) (58 CY) (2' of flow fill above pipe for trench width from back of curb to back of curb)

- Selected Contractor to submit change order for the following:
1. Remove and replace guard rail for proper installation of culverts. (LS)
 2. Remove and legally dispose of landscape rock and dirt. (LS)
 3. Remove and legally dispose of existing grouted rock headwall and grouted rock apron.
- *Fire Station 8 contractor Nunn Construction will pour headwall and wingwalls on inlet side. On outlet side Nunn will connect to vault structure per Fire Station 8 plans. Selected Contractor to coordinate will City and Nunn Construction on all phases of EPR.



	2024 Jerry Murphy (2) 48in Culverts EPR		
	The City of Pueblo, Colorado does not guarantee nor provide any warranty, expressed or implied, as to the representative completeness or accuracy of maps and data provided herein.		

Page 1 of 1			
City Of Pueblo	Contract Change Order	Stormwater Utility Division	
Project Number : 23-040 Change Order No. : 1 Date: 11/21/2024			
Project Name : 2023-2026 EPR - 2024 Jerry Murphy (2) 48" Culverts			
Contractor : Parker Excavating, Inc. You are hereby requested to comply with the following changes from the plans & specifications:			
Bid Item	Description of Changes	Decrease	Increase
No.		Contract By	Contract By
1	Remove Existing Pipe and Replace w/48" High Performance Polypropylene Pipe Greater than 8' Deep	\$71,400.00	
2	Remove and Replace Asphalt 5" Asphalt on 6" Class 6 ABC 48" Pipe	\$10,032.00	
3	Remove and Replace 4" Non-Reinforced Concrete Slab		\$5,148.00
4	Remove and Replace Standard Curb and Gutter	\$1,740.00	
5	Install Extra Lean Concrete (Flowable Fill)	\$8,280.00	
7	Guardrail Removal		\$19,880.00
8	Remove and Replace 48" CMP		\$7,725.00
9	Connect (2) 48" CMP to Vault Structure		\$8,520.00
10	Line (2) 48" CMP Pipes		\$184,402.50
11	Potholing		\$4,484.00
12	Traffic Control		\$5,337.29
13	Bond		\$7,380.68
TOTAL		\$91,452.00	\$242,877.47
Net Adjustment This Change Order Amount of Previous Change Order(s) Original Contract Amount Total Adjusted Contract Amount To Date		\$	151,425.47 - 101,978.00 253,403.47
Reason For Change: Needed to change the scope from remove and replace 48" CMP to Lining the existing 48" CMP due to the presense of several Water Valves intertwined around the 48" CMP's.			
The time provided for completion of the contract is increased by (0) days. This document shall become an amendment to the contract and all provisions of the contract apply hereto. The adjustment to the contract amount and contract time, if any, made by this change order constitutes full compensation to the Contractor for the work included within this change order, and Contractor's acceptance hereof constitutes a waiver of any contract and equitable claims on account thereof.			
Prepared by: <u></u> Construction Manager		Date: <u>11/25/24</u>	
Accepted by: <u></u> Contractor's Representative		Date: <u>11/21/24</u>	
If this Change Order causes an increase from the original contract price, signed approval by the Director of Public Works constitutes representation that lawful appropriations are sufficient to cover such expenses.			
Approved by: <u></u> Director of Public Works		Date: <u>11/25/2024</u>	



Date: 19-Nov-2024

Invoice # 23M022-003

Parker # 23M022

City of Pueblo
Stormwater Dept.
211 D. Street
Pueblo, CO 81003

Project: 2023-2026 Emergency Storm Sewer Point Repair

Location: 2024 Jerry Murphy Rd.

Item	Description	Quantity	Units	Unit Price	Amount
1	Potholing	1	LS	\$ 4,484.00	\$ 4,484.00
2	Guardrail removal, patchwork, labor and equipment to 10/7/24	1	LS	\$ 19,880.00	\$ 19,880.00
3	Traffic control	1	LS	\$ 5,337.29	\$ 5,337.29
4	Mobilization	1	EA	\$ 4,100.00	\$ 4,100.00
5	Remove 48" CMP and replace with 48"	25	LF	\$ 309.00	\$ 7,725.00
6	Remove and replace 4" concrete	436	SF	\$ 18.00	\$ 7,848.00
7	Connection at box	2	EA	\$ 4,260.00	\$ 8,520.00
8	Install flowable fill material	18	CY	\$ 207.00	\$ 3,726.00
9	Line both runs of 48" existing pipe	1	LS	\$ 184,402.50	\$ 184,402.50
10	Bond	1	LS	\$ 7,380.68	\$ 7,380.68

TOTAL	\$ 253,403.47
--------------	----------------------

INVOICE DUE AND PAYABLE UPON RECEIPT
NO STATEMENT WILL BE SENT

1428 Stockyard Rd.
Pueblo, CO 81001
P:719-545-3010/F:719-545-0805

SAFETY FIRST

THANK YOU FOR
HELPING OUR DRIVERS
ENTER AND EXIT JOB
SITES SAFELY



970-243-4900
www.united-gj.com

630 PUEBLO WEST 16351

CONCRETE DELIVERY TICKET

PREVIOUS TRUCK #	ORDER #
60013	116
	
70001008	

DATE	LEAVE PLANT	ARRIVE JOB	START POUR	FINISH POUR	LEAVE JOB	ARRIVE PLANT	OVERTIME MINUTES
11/04/2024							

BUYER

PARKER EXCAVATING
1428 STOCKYARD ROAD

LOCATION

PARKER - PW GENERAL
CANDYTUFT & JERRY MURPHY
Pueblo CO 81001

CUSTOMER NUMBER	SOURCE	TRUCK	DRIVER	CUSTOMER PURCHASE ORDER NUMBER
17177 17177PWGEN	PUEB	6001C	JEFFERY KABERLINE	

PRODUCT CODE	QUANTITY	DESCRIPTION	U/M	PRICE	AMONT
		T0934			
9.00	18.00	18.00 yd 30517123			
9.00	0.00	/y 901.ENVR			
9.00	0.00	cy 69.HW			
		T0934 ENVIRONMENTAL FEE			
		WINTER CHARGE			

WATER ADDED PER CUSTOMER REQUEST		Warning: Concrete quality may be jeopardized if driver is instructed to add water increasing the slump beyond the designed slump. Concrete design strength may vary significantly from in-place strength depending on placement, consolidation, curing, and protection of the concrete after delivery.				SUB TOTAL		
GALLONS OF WATER ADDED	ESTIMATED SLUMP							
CONCRETE USED FOR		DESIGNED SLUMP	ORDERED SLUMP	YARDS ORDERED	TOTAL YARDS	DELIVERY REQUEST TIME	SALES TAX	
EDUCATION (COMI		6.00	6	18.00	18.00	13:45	PLEASE PAY THIS AMOUNT	

WARNING IRRITATING TO THE SKIN AND EYES CONTAINS PORTLAND CEMENT. WEAR RUBBER BOOTS AND GLOVES. PROLONGED CONTACT MAY CAUSE BURNS. AVOID CONTACT WITH EYES AND PROLONGED CONTACT WITH SKIN. IN CASE OF CONTACT WITH SKIN OR EYES, FLUSH THOROUGHLY WITH WATER. IF IRRITATION PERSISTS GET MEDICAL ATTENTION. KEEP CHILDREN AWAY. CONCRETE is a PERISHABLE COMMODITY and BECOMES the PROPERTY of the PURCHASER. Upon leaving the PLANT, ANY CHANGES or CANCELLATIONS of ORIGINAL INSTRUCTIONS MUST be TELEPHONED to the OFFICE BEFORE ADDING STARTS. The undersigned agrees to pay all costs, including reasonable attorneys fees, included in electing any slump owed. All accounts not paid within 30 days of delivery will bear an INTEREST of 1-1/2% per month which is 18% (ANNUAL PERCENTAGE RATE). Not responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made at Time Material is Delivered. A \$25.00 Service Charge will be collected on all Returned Checks. Access Daily Time Charged at \$50.00/HR. The undersigned acknowledges that he/she is the Customer or an authorized agent for the customer and agrees, on behalf of the Customer, to all of the terms and conditions set forth herein. Failure or refusal to sign this delivery ticket BUT acceptance of material constitutes agreement with terms and conditions above. Signature: _____ Print Name: _____ Acknowledgment of receipt - water added - and general terms and conditions shown on back of ticket.	PROPERTY DAMAGE RELEASE (TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE) Dear Customer - The driver of the truck in presenting this RELEASE to you for your signature, is of the opinion that the size and weight of our truck may possibly cause damages to the premises and/or adjacent property. If we place the material in this load where you desire it, it is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility for any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, ect. by the delivery of this material, and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damages to the premises and/or adjacent property which may be claimed by anyone to have risen out of delivery of this order. SIGNED: _____ X _____	DELAY EXPLANATION / CYLINDER UNDER TEST TAKEN <table><tr><td>1. Job Not Ready</td><td>6. Truck Broke Down</td></tr><tr><td>2. Slow Pour or Pump</td><td>7. Accident</td></tr><tr><td>3. Truck Ahead on Job</td><td>8. Citation</td></tr><tr><td>4. Contractor Broke Down</td><td>9. Other</td></tr><tr><td>5. Added Water</td><td>10. Cylinder Taken</td></tr></table> ☐ Yes ☐ No % AEA = _____ Slump = _____ Temp = _____ Testing Lab = _____	1. Job Not Ready	6. Truck Broke Down	2. Slow Pour or Pump	7. Accident	3. Truck Ahead on Job	8. Citation	4. Contractor Broke Down	9. Other	5. Added Water	10. Cylinder Taken
1. Job Not Ready	6. Truck Broke Down											
2. Slow Pour or Pump	7. Accident											
3. Truck Ahead on Job	8. Citation											
4. Contractor Broke Down	9. Other											
5. Added Water	10. Cylinder Taken											

SAFETY FIRST

THANK YOU FOR
HELPING OUR DRIVERS
ENTER AND EXIT JOB
SITES SAFELY

UNITED COMPANIES

PAVING

REDEMUR

SAND & GRAVEL

970-243-4900

www.united-gj.com

630 PUEBLO WEST 16351

CONCRETE DELIVERY TICKET

PREVIOUS TRUCK #

ORDER #

116

DATE

LEAVE PLANT

ARRIVE JOB

START POUR

FINISH POUR

LEAVE JOB

ARRIVE PLANT

OVERTIME MINUTES

11/04/2024

TICKET #

70001007

BUYER

STLOYER

LOCATION

PARKER EXCAVATING

1428 STOCKYARD ROAD

Parker - PW General

Candytuft & Jerry Murphy

Pueblo

CO

81001

CUSTOMER NUMBER		SOURCE	TRUCK	DRIVER	CUSTOMER PURCHASE ORDER NUMBER		
17177 17177PWGEN		PUEB	60013	NOLAND CISENEROS			
PRODUCT CODE	QUANTITY	DESCRIPTION			U/M	PRICE	AMONT
9.00	18.00	T0934					
9.00	0.00	9.00 yd	30517123	T0934			
9.00	0.00	/y	901.ENVR	ENVIRONMENTAL FEE			
9.00	0.00	cy	69.HW	WINTER CHARGE			
1.00	0.00	ea	901.RDF	RETAIL DELIVERY FEE			

WATER ADDED PER CUSTOMER REQUEST

GALLONS OF WATER ADDED

ESTIMATED SLUMP

Warning: Concrete quality may be jeopardized if driver is instructed to add water increasing the slump beyond the designed slump. Concrete design strength may vary significantly from in-place strength depending on placement, consolidation, curing, and protection of the concrete after delivery.

SUB TOTAL

SALES TAX

PLEASE PAY THIS AMOUNT

CONCRETE USED FOR

DESIGNED SLUMP

ORDERED SLUMP

YARDS ORDERED

TOTAL YARDS

DELIVERY REQUEST TIME

EDUCATION (COMI

6.00

6

18.00

9.00

13:33

WARNING

IRRITATING TO THE SKIN AND EYES

CONTAINS PORTLAND CEMENT. WEAR RUBBER BOOTS AND GLOVES. PROLONGED CONTACT MAY CAUSE BURNS. AVOID CONTACT WITH EYES AND PROLONGED CONTACT WITH SKIN. IN CASE OF CONTACT WITH SKIN OR EYES, FLUSH THOROUGHLY WITH WATER. IF IRRITATION PERSISTS GET MEDICAL ATTENTION. KEEP CHILDREN AWAY.

CONCRETE IS A PERISHABLE COMMODITY AND BECOMES THE PROPERTY OF THE PURCHASER. UPON LEAVING THE PLANT, ANY CHANGES OR CANCELLATIONS OF ORIGINAL INSTRUCTIONS MUST BE TELEPHONED TO THE OFFICE BEFORE ADDING STARTS. THE UNDERSIGNED AGREES TO PAY ALL COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, INCLUDED IN ELECTING ANY SUMS OWED.

All accounts not paid within 30 days of delivery will bear an INTEREST OF 1-1/2% PER MONTH WHICH IS 18% (ANNUAL PERCENTAGE RATE).

Not responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made at Time Material is Delivered.

A \$25.00 Service Charge will be collected on all Returned Checks.

Access Daily Time Charged at \$60.00/HR.

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE)

Dear Customer - The driver of the truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of our truck may possibly cause damages to the premises and/or adjacent property. If we place the material in this load where you desire it, it is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility for any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material, and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damages to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

SIGNED:

X

DELAY EXPLANATION / CYLINDER UNDER TEST TAKEN

1. Job Not Ready

2. Slow Pour or Pump

3. Truck Ahead on Job

4. Contractor Broke Down

5. Added Water

6. Truck Broke Down

7. Accident

8. Citation

9. Other

10. Cylinder Taken

☐ Yes ☐ No

% AEA =

Slump =

Temp =

Testing Lab =

The undersigned acknowledges that he/she is the Customer or an authorized agent for the customer and agrees, on behalf of the Customer, to all of the terms and conditions set forth herein. Failure or refusal to sign this delivery ticket BUT acceptance of material constitutes agreement with terms and conditions above.

Signature: _____

Print Name: _____

Acknowledgment of receipt - water added - and general terms and conditions shown on back of ticket.

Page 41 of 547

Midwest Barricade Co. Inc.
 2760 Delta Dr.
 Colorado Springs, CO 80910-0000
 719-392-3461



INVOICE

Invoice Date	Invoice No.
9/30/2024	21010125

Terms: NET 30

Parker Excavating
 stacie.jo@hotmail.com
 1428 Stockyard Rd.
 PUEBLO, CO 81001

Candytuft Blvd. & Jerry Murphy Rd.
 Pueblo, CO

Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#	
PARKER			9/5/2024 - 9/30/2024				
Date	Description	From - To	Qty	Days	Units	Price	Total
09/05/24	Crosswalk/Sidewalk Closed/Sawhorse *	09/05 09/30	2	26	52	\$2.00	\$104.00
09/05/24	Colorado Retail Delivery Fee *		1		1	\$0.29	\$0.29
09/05/24	Pueblo Set-up/Delivery		1		1	\$75.00	\$75.00
09/11/24	Barrel *	09/11 09/30	12	20	240	\$1.00	\$240.00
09/11/24	36" Traffic Cone *	09/11 09/30	6	20	120	\$1.00	\$120.00
09/11/24	Vertical *	09/11 09/30	14	20	280	\$1.00	\$280.00
09/11/24	Left Turn Only/Vertical *	09/11 09/30	2	20	40	\$1.70	\$68.00
09/11/24	Right Turn Only/Vertical *	09/11 09/30	2	20	40	\$1.70	\$68.00
09/11/24	Detour Arrow Straight/Sm Stand *	09/11 09/30	2	20	40	\$1.70	\$68.00
09/11/24	Detour Ahead/Sm Stand *	09/11 09/30	2	20	40	\$1.70	\$68.00
09/11/24	Detour Arrow Left/Sm Stand *	09/11 09/30	2	20	40	\$1.70	\$68.00
09/11/24	Detour Right Arrow/Sm Stand *	09/11 09/30	3	20	60	\$1.70	\$102.00
09/11/24	Construction Entrance/Sm Stand *	09/11 09/30	1	20	20	\$1.70	\$34.00
09/11/24	Left Lane Closed Ahead/Sm Stand *	09/11 09/30	1	20	20	\$1.70	\$34.00
09/11/24	Left Lane Closed Transition/Sm Stand *	09/11 09/30	1	20	20	\$1.70	\$34.00
09/11/24	Right Lane Closed/Sm Stand *	09/11 09/30	1	20	20	\$1.70	\$34.00
09/11/24	Right Lane Closed Transition/Sm Stand *	09/11 09/30	1	20	20	\$1.70	\$34.00
09/11/24	Road Closed Ahead/Sm Stand *	09/11 09/30	4	20	80	\$1.70	\$136.00
09/11/24	Road Work Ahead/Sm Stand *	09/11 09/30	4	20	80	\$1.70	\$136.00
09/11/24	Detour Ahead/ Large Stand *	09/11 09/30	1	20	20	\$3.30	\$66.00
09/11/24	Road Closed Ahead/Lg Stand *	09/11 09/30	1	20	20	\$3.30	\$66.00
09/11/24	Detour Left Arrow/Rd Closed TTT/Lg Stand *	09/11 09/30	1	20	20	\$5.30	\$106.00
09/11/24	Type III *	09/11 09/30	2	20	40	\$3.15	\$126.00
09/11/24	Detour Left Arrow/Road Closed/Type III *	09/11 09/30	1	20	20	\$7.15	\$143.00

Customer : Parker Excavating - Job ID: 005585 - Invoice# 21010125 (cont.)

Date	Description	From - To	Qty	Days	Units	Price	Total
09/11/24	Detour Left Arrow/Road Closed TTT/Type III *	09/11 09/30	1	20	20	\$7.15	\$143.00
09/11/24	Detour Right Arrow/Road Closed/Type III *	09/11 09/30	1	20	20	\$7.15	\$143.00
09/11/24	Arrow Board 2021 *	09/11 09/30	1	20	20	\$66.00	\$1,320.00
09/11/24	Cone Tube *	09/11 09/30	15	20	300	\$1.00	\$300.00
09/11/24	Colorado Retail Delivery Fee *		1		1	\$0.29	\$0.29
09/11/24	Pueblo Set-up/Delivery		4		4	\$75.00	\$300.00
09/11/24	Traffic Control Plan		1		1	\$75.00	\$75.00

Note: The * indicates taxable items.

EQUIPMENT RENTAL TOTAL	\$4,041.00
SALES/ONE-TIME CHARGES	\$75.58
LABOR TOTAL	\$375.00
SUBTOTAL	\$4,491.58
SALES TAX (3.7%)	\$149.54
TOTAL CHARGES	\$4,641.12
PLEASE PAY THIS AMOUNT	\$4,641.12

***** Job Not Complete *****



Inliner Solutions, LLC

October 21, 2024

Parker Excavating, Inc.
Attn: Gregory Parker
1428 Stockyard Rd
Pueblo, CO 81001

Bid Proposal: 48" CMP CIPP Lining
Pueblo, CO
Heat-Cured CIPP

Dear Mr. Parker,

Inliner Solutions, LLC (INLINER) is pleased to offer the following proposal pricing to provide Cured-In-Place Pipe (CIPP) rehabilitation services of two approximate 90 LF 48" CMP Storm Sewers for the above referenced project. Our proposal is based on the documents provided by Gregory Parker, dated September 24, 2024. This pricing includes providing all labor, material, supervision, and equipment necessary to complete the scope of work as listed below.

Scope of work performed by Inliner Solutions, LLC:

1. Installation to occur between Mon 10/28/24 and Fri 11/8/24.
2. Furnishing Performance, or Payment Bonds.
3. Provide pre-work submittals.
4. Proposal includes costs for one mobilization. Additional mobilizations could result in additional charges.
5. Traffic control for INLINER operations.
6. Inliner Solutions, LLC will perform pre-rehab CCTV & cleaning (normal only). Two-wheel drive vehicle access to manholes is required for this work.
7. Inliner Solutions, LLC anticipates completing this storm CIPP work in dry weather conditions only. Therefore, we have not included the costs to perform bypass/dewatering for this project; should that be required, Inliner Solutions, LLC will need to price separately.
8. CIPP rehabilitation to be completed per ASTM F1216 standards utilizing air inversion & steam curing methods.
9. Reinstatement of service laterals is via man entry only (if required).
10. Inliner Solutions, LLC will perform post lining CCTV inspection upon completion of our CIPP to confirm rehab work.
11. Demobilization of all construction equipment and clean-up of all identifiable debris generated by Inliner Solutions, LLC crew(s).
12. Sample testing per ASTM F1216.

13. CIPP rehabilitation pricing is based on completing diameters & associated quantities as listed in this proposal's schedule of values. Any change in overall or segmental length, diameters or liner thickness could result in pricing changes.
14. Pricing firm for 30 days from the date of this proposal. This proposal shall become an exhibit or attachment to any contractual agreement. After expiration, this proposal is deemed invalid or subject to adjustment and reissued accordingly.
15. Liability insurance and worker's compensation insurance.
16. Proposal pricing based on Net 30-day net payment terms from the date of invoice.

Inliner Solutions, LLC proposes to complete the above scope of services for the prices listed below:

Item No.	Description	Qty	Unit	Unit Price	Total
1	Mobilization	1	EA	\$10,000.00	\$10,000.00
2	48" Storm CIPP (2 Lines)	2	EA	\$70,000.00	\$140,000.00
3	Bond	1	LS	\$2,850.00	\$2,850.00
4	Material Rush Shipping	1	LS	\$7,500.00	\$7,500.00
				Grand Total	\$160,350.00

This pricing does not include the cost for the following:

1. Prevailing wages and certified payroll.
2. Heavy pipe cleaning, including but not limited to grease, roots, tuberculation removal, mechanical cleaning, debris disposal, dump site, etc.
3. Dump site for material removed from pipeline.
4. Park Excavating, Inc. is responsible for providing adequate upstream & downstream access to proposed lines, including but not limited to precast removal/replacement, access/easement clearing, roads, staging, & inversion areas, etc. (should it be required). Inliner Solutions, LLC and/or its subcontractors must be able to set up over each manhole.
5. Erosion or site control including plans, permits, implementation, inspection, etc.
6. Reinstatement of service laterals (other than by internal means only) or lateral rehabilitation or service reconnections of any kind, including but not limited to pipe bursting or open cut replacement. Dewatering, grouting, monitoring, point repairs (internal or open cut), new installation, structure modification, etc. to be handled by Others if required.
7. Exfiltration and/or Infiltration testing of CIPP material.
8. Site restoration of any kind including but not limited to grading, grassing, concrete, or asphalt work.
9. Any permits or fees, including fees for water source for pipe cleaning or CIPP. Water source and any associated fees to be provided by Others.
10. Costs for site specific training/badging (safety, security, or otherwise).
11. Any work not specifically detailed in this proposal.

Thank you for the opportunity to offer you this proposal. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,
Inliner Solutions, LLC

A handwritten signature in black ink, appearing to read "Joe Moya", with a long horizontal flourish extending to the right.

Joe Moya
Estimator



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 9, 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 TRANSFERRING \$131,773.60 FROM PROJECT ACCOUNT SW2101, STORM SYSTEM UPGRADE - ILLINOIS AVE AND \$150,000.00 FROM PROJECT ACCOUNT SW2302, BANK STABILIZE - CITY CENTER/SANTA FE INTO PROJECT ACCOUNT SWAN03, POINT REPAIR & PIPE CLEANING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

SUMMARY:

This Resolution transfers \$131,773.60 from Project No. SW2101, Storm System Upgrade – Illinois Ave and \$150,000 from Project No. SW2302, Bank Stabilize – City Center/Santa Fe into Project No. SWAN03, Point Repair & Pipe Cleaning.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Stormwater Utility Enterprise has exhausted the funds appropriated for storm sewer emergency point repair projects and will require additional funding to continue repairing pipes and other stormwater infrastructure as cases arise to protect the general health and welfare of the public. The following transfer will allow funding for the remainder of 2024 and ensure the Stormwater Utility Enterprise is capable of responding to storm sewer emergency point repairs.

FINANCIAL IMPLICATIONS:

Funding for this project will come from the Stormwater Utility Enterprise budget, Project No. SW2101, Storm System Upgrade – Illinois Ave and Project No. SW2302, Bank Stabilize – City Center/Santa Fe. The proposed funds being transferred are from projects that have been completed by the Stormwater Utility Enterprise or others.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Council could elect not to allow the transfer of funds, and the Stormwater Utility Enterprise would not have the funds to execute current ongoing and future storm sewer emergency point repair projects.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15836

A RESOLUTION TRANSFERRING \$131,773.60 FROM PROJECT ACCOUNT SW2101, STORM SYSTEM UPGRADE - ILLINOIS AVE AND \$150,000.00 FROM PROJECT ACCOUNT SW2302, BANK STABILIZE - CITY CENTER/SANTA FE INTO PROJECT ACCOUNT SWAN03, POINT REPAIR & PIPE CLEANING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds are hereby transferred in the amount of \$131,773.60 from Project Account SW2101, Storm System Upgrade – Illinois Ave and \$150,000.00 from Project Account SW2302, Bank Stabilize – City Center/Santa Fe into Project Account SWAN03, Point Repair & Pipe Cleaning.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 9, 2024

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT NOT TO EXCEED \$107,480 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND FINANCIAL CONSULTING SOLUTIONS GROUP, INC, D.B.A. FCS GROUP, FOR FINANCIAL EVALUATION OF THE WASTEWATER ENTERPRISE WITH RESPECT TO THE WIFIA AND SRF LOAN APPLICATIONS AND THE RATE ASSESSMENT IN 2025 AND TRANSFERRING \$107,480 FROM WW1705 TO WW2304 FOR THE PURPOSES THEREOF.

SUMMARY:

This Resolution approves an agreement between the City and our Rate Consultant of Record, FCS Group, for professional services providing financial consultation in applying for SRF and WIFIA loans and using that financial information in the rate assessment in 2025.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10429 awarded an agreement between the City of Pueblo and Financial Consulting Solutions Group, Inc., DBA FCS Group, Inc. and named Financial Consulting Solutions Group, Inc., DBA FCS Group, as the Rate Consultants of Record for the Pueblo Wastewater Department, on April 12, 2023.

BACKGROUND:

The James R. Dilorio Water Reclamation Facility was issued a groundwater discharge permit that requires the facility to be in compliance with the manganese and selenium limits. To meet these requirements, three new clarifiers need to be built above the groundwater level, so groundwater does not need to be pumped into the Arkansas River. This project will cost an estimated \$55 million. Most of the project will need to be financed through government loan programs. FCS Group, Inc. will prepare the financial

information needed to apply for these loans. The information needed for both the rate evaluation and the loan application includes information on financial forecasting and the revenue requirements for the loans. The income that is needed covers the cost of the loan repayment and the cost of maintaining the collection system and treatment facility. This information will be used for both next year's rate study and the loan applications.

FINANCIAL IMPLICATIONS:

Project WW1706 Bessemer Ditch Crossing has been completed and has a balance remaining of \$116,068. The funds in the amount of \$107,480 are being transferred from Project WW1705 to WW2304 Secondary Clarifier project.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

None

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 12-09-24 Rate Study FCS SOW
2. 12-09-24 Rate Study 23-030 FCS Agmt Rate Study 2025

RESOLUTION NO. 15837

A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT NOT TO EXCEED \$107,480 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND FINANCIAL CONSULTING SOLUTIONS GROUP, INC, D.B.A. FCS GROUP, FOR FINANCIAL EVALUATION OF THE WASTEWATER ENTERPRISE WITH RESPECT TO THE WIFIA AND SRF LOAN APPLICATIONS AND THE RATE ASSESSMENT IN 2025 AND TRANSFERRING \$107,480 FROM WW1705 TO WW2304 FOR THE PURPOSES THEREOF.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The agreement between Financial Consulting Solutions, d/b/a FCS Group, the City of Pueblo, a Colorado Municipal Corporation attached hereto, having been approved as to form by the City Attorney, is hereby approved. 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 2.

Funds in the amount of \$107,480 are hereby transferred from account Project WW1706 into account Project WW2304, Secondary Clarifier Project.

SECTION 3.

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

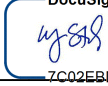
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 9, 2024

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

October 17, 2024

From: Jason Mumm, FCS

To: Andra Ahrens, City of Pueblo

CC: Melanie Hobart, FCS

Memorandum: Revised Scope of Work for 2025 Sewer Rate Updates

We previously provided a “Proposed Scope of Work for Sewer Rate Update 2025” dated May 17, 2024. Since then, you have requested to expand the previous scope to include a cost-of-service study. This memorandum outlines our proposed revision to the May 17th scope of work, including our revised fee estimate.

SCOPE OF WORK

Task 1 – Project Initiation

The project initiation includes all data gathering needed for the update and most project management tasks necessary to complete the project within the City’s timeframe.

- a) Kickoff Meeting
- b) Information Request
- c) Information Review
- d) Monthly Status Meetings

Task 2 – Forecast of Revenue Requirements

The second task will include all the efforts required to update the forecasted revenue requirements from two years ago.

- a) Prepare preliminary model and calibrate to 2024 outcomes. In this task, we will prepare a new financial forecast model using FCS GROUP’s standard modeling framework.
- b) Update the revenue requirement forecast. Once we calibrate the model, we will add the new inputs from the information request.
- c) Evaluate the updated forecast with the City. First, we will review the outcomes from the updated model with the City. Then, if needed, we will prepare alternative financing scenarios to achieve the City’s goals of maintaining average residential bills at < 1.5% of the median household income level.
- d) Prepare the final scenarios and recommended rate adjustments. Based on our review with the City, we will prepare a final set of scenarios, including a recommended set of revenue adjustments.

Task 3 – PIF and Connection Fee Update

- a) Update asset values for the treatment plant and collection systems. We will update the asset values used in the fee calculations. All data and information required will have been requested in the initial information request.
- b) Update capacity values if needed. Unless the City identifies an increase in treatment or collection system capacity, we intend to use the same capacity values shown in the previous update.
- c) Recalculate unit costs. We will determine a unit cost for treatment and a separate one for the collection system consistent with the City's previous update.
- d) Review the findings with the City. We will review the initial findings with the City and make revisions as needed based on the City's feedback.
- e) Prepare final scenarios and recommend fee adjustments. After reviewing our findings with the City, we will prepare the final scenarios and recommendations.

Task 4 – Cost-of-Service Study

- a) Functionalize the O&M and capital costs to identified processes, including collection systems, trunks/mains, lifts, services or laterals, and treatment unit processes.
- b) Allocate the costs to flow, loading, and customer parameters.
- c) Distribute the costs to existing individual customer classes based on their billed sewer flows and wastewater strengths.
- d) Input or update all customer class characteristics such as billed flow, sampled wastewater strength data, and account numbers.
- e) Prepare a mass-load balancing analysis.

Task 5 – Rate Design

- a) Evaluate existing rate structure compared to cost-of-service outcomes.
- b) Determine policy-based rate design goals to balance with the cost-of-service results and revenue requirement needs.
- c) Develop up to two (2) alternative rate structures for consideration.
- d) Prepare bill impact analyses for key customer types to facilitate the selection of a rate structure.

Task 6 – Documentation and Presentation of Findings

- a) Prepare draft report. We will prepare a draft report in the same format as the previous update effort.
- b) Prepare Council study session materials. We will prepare PowerPoint presentation materials summarizing our findings and recommendations in enough depth for a Council study session.
- c) Review the draft report with the City. We will transmit the draft report to the City after completing it. The City will have at least two weeks to provide written comments, after which time we will
- d) Attend meetings with the City Council. We will attend up to two Council meetings to present our findings and recommendations.
- e) Finalize the report. We will prepare the final report incorporating the City's comments from the draft report.
- f) Assist in WIFIA and SRF loan application processes.

SCHEDULING

We will commence work at your direction and establish a timeframe for completion of the above scope during the project kickoff meeting in Task 1.

BUDGET

TASK	MUMM	HOBART	RICHARD	HANSEN	TOTALS
TASK 1	2	4	8	0	14
TASK 2	4	24	48	0	76
TASK 3	4	16	0	40	60
TASK 4	24	40	80	40	184
TASK 5	24	24	8	8	64
TASK 6	24	40	16	0	64
TOTAL HRS	82	148	160	88	398
RATE/HR (\$)	\$330	\$225	\$200	\$165	
TOTAL LABOR	\$27,060	\$33,300	\$32,000	\$14,520	\$106,880
EXPENSES	-	-	-	-	\$600
TOTAL	-	-	-	-	\$107,480



**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BY AND BETWEEN CITY OF PUEBLO AND
FINANCIAL CONSULTING SOLUTIONS GROUP, INC. DBA FCS GROUP**

23-030

WASTEWATER RATE CONSULTANT OF RECORD -
RATE STUDY 2025

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND FINANCIAL CONSULTING SOLUTIONS GROUP, INC. DBA FCS GROUP

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation (hereinafter referred to as "City") and Financial Consulting Solutions Group, Inc. dba FCS Group, a registered Washington Corporation authorized to do business in the State of Colorado (hereinafter referred to as "Consultant"), for Consultant to render certain professional consulting and related services for City in connection with Project 23-030 Wastewater Rate Consultant of Record - Rate Study 2025, 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 professional consulting services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services"). Such Services shall include all usual and customary study, research, reporting, calculations, presentations, and related ancillary consulting services including any incidental 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), reports, and other services, irrespective of City's approval of or acquiescence in same. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and City's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action,

including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

- B. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.
- C. Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant and City shall determine an agreeable work schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to the schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that the schedule will account for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.
- D. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Services described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (1) Consultant considers the work beyond the scope of this Agreement, (2) the reasons that Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.

3. CITY'S RESPONSIBILITIES

- A. City agrees to advise Consultant regarding City's Project requirements and to provide all relevant information, data and previous reports accessible to City which Consultant may reasonably require.
- B. City shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind City as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of \$5000 or 5% of the maximum agreement price.

- C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any reports, documents, or other materials and/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 agreed upon work schedule to be determined by Consultant and City at start of work, 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 \$107,480.00 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 data, reports, calculations, summaries, documents, work product and materials, and all other information 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

Data, reports, calculations, summaries, documents, work product and materials, 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, technical data, reports, 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, Wastewater Department, Attn: Andra Ahrens, Director, 1300 S. Queens Ave., Pueblo, CO, 81001; or to Consultant, Financial Consulting Solutions Group, Inc. dba FCS Group, Attn: John Ghilarducci, President, 7525 166th Ave. NE, Ste D-215, Redmond, WA, 98052. 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 the bid and Master Contract for 23-030 Wastewater Rate Consultant of Record 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, Jurisdiction, 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.
- 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" consisting of 2 pages.
- Schedule 2 - "Fee Schedule" consisting of 1 page.

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 Consultant with respect to their subject matter, and may not be amended a modified except by written document signed by both parties.

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

FINANCIAL CONSULTING SOLUTIONS GROUP, INC.
DBA FCS GROUP

By _____
Naomi Hedden, Director of Purchasing

By _____
Name and Title: _____

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Danny Nunn, Interim Finance Director

APPROVED AS TO FORM
DEPARTMENT OF LAW

Robert Jagger, Deputy City Attorney

Attachments: Schedules 1 - Schedule 2 and Additional Information for Agreement

Schedule 1

Scope of Services

Excerpt from Consultant's Proposal dated October 17, 2024, Pages 1 – 2

SCOPE OF WORK

Task 1 – Project Initiation

The project initiation includes all data gathering needed for the update and most project management tasks necessary to complete the project within the City's timeframe.

- a) Kickoff Meeting
- b) Information Request
- c) Information Review
- d) Monthly Status Meetings

Task 2 – Forecast of Revenue Requirements

The second task will include all the efforts required to update the forecasted revenue requirements from two years ago.

- a) Prepare preliminary model and calibrate to 2024 outcomes. In this task, we will prepare a new financial forecast model using FCS GROUP's standard modeling framework.
- b) Update the revenue requirement forecast. Once we calibrate the model, we will add the new inputs from the information request.
- c) Evaluate the updated forecast with the City. First, we will review the outcomes from the updated model with the City. Then, if needed, we will prepare alternative financing scenarios to achieve the City's goals of maintaining average residential bills at < 1.5% of the median household income level.
- d) Prepare the final scenarios and recommended rate adjustments. Based on our review with the City, we will prepare a final set of scenarios, including a recommended set of revenue adjustments.

Task 3 – PIF and Connection Fee Update

- a) Update asset values for the treatment plant and collection systems. We will update the asset values used in the fee calculations. All data and information required will have been requested in the initial information request.
- b) Update capacity values if needed. Unless the City identifies an increase in treatment or collection system capacity, we intend to use the same capacity values shown in the previous update.
- c) Recalculate unit costs. We will determine a unit cost for treatment and a separate one for the collection system consistent with the City's previous update.
- d) Review the findings with the City. We will review the initial findings with the City and make revisions as needed based on the City's feedback.
- e) Prepare final scenarios and recommend fee adjustments. After reviewing our findings with the City, we will prepare the final scenarios and recommendations.

Task 4 – Cost-of-Service Study

- a) Functionalize the O&M and capital costs to identified processes, including collection systems, trunks/mains, lifts, services or laterals, and treatment unit processes.
- b) Allocate the costs to flow, loading, and customer parameters.
- c) Distribute the costs to existing individual customer classes based on their billed sewer flows and wastewater strengths.
- d) Input or update all customer class characteristics such as billed flow, sampled wastewater strength data, and account numbers.
- e) Prepare a mass-load balancing analysis.

Task 5 – Rate Design

- a) Evaluate existing rate structure compared to cost-of-service outcomes.
- b) Determine policy-based rate design goals to balance with the cost-of-service results and revenue requirement needs.
- c) Develop up to two (2) alternative rate structures for consideration.
- d) Prepare bill impact analyses for key customer types to facilitate the selection of a rate structure.

Task 6 – Documentation and Presentation of Findings

- a) Prepare draft report. We will prepare a draft report in the same format as the previous update effort.
- b) Prepare Council study session materials. We will prepare PowerPoint presentation materials summarizing our findings and recommendations in enough depth for a Council study session.
- c) Review the draft report with the City. We will transmit the draft report to the City after completing it. The City will have at least two weeks to provide written comments, after which time we will
- d) Attend meetings with the City Council. We will attend up to two Council meetings to present our findings and recommendations.
- e) Finalize the report. We will prepare the final report incorporating the City's comments from the draft report.
- f) Assist in WIFIA and SRF loan application processes.

SCHEDULING

We will commence work at your direction and establish a timeframe for completion of the above scope during the project kickoff meeting in Task 1.

Schedule 2

Fee Schedule

Excerpt from Consultant's Proposal dated October 17, 2024, Page 3

BUDGET

TASK	MUMM	HOBART	RICHARD	HANSEN	TOTALS
TASK 1	2	4	8	0	14
TASK 2	4	24	48	0	76
TASK 3	4	16	0	40	60
TASK 4	24	40	80	40	184
TASK 5	24	24	8	8	64
TASK 6	24	40	16	0	64
TOTAL HRS	82	148	160	88	398
RATE/HR (\$)	\$330	\$225	\$200	\$165	
TOTAL LABOR	\$27,060	\$33,300	\$32,000	\$14,520	\$106,880
EXPENSES	-	-	-	-	\$600
TOTAL	-	-	-	-	\$107,480

Additional Information for Agreement

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s) - **To be added prior to signature of agreement.**

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF TRADE NAME

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, a Statement of Trade Name for:

FCS GROUP

(Entity ID # 20211951594)

was filed in this office on 10/18/2021 with an effective date of 10/18/2021 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/12/2024 that have been posted, and by documents delivered to this office electronically through 11/12/2024 @ 14:25:50 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/12/2024 @ 14:25:50 in accordance with applicable law. This certificate is assigned Confirmation Number 16563801 .



Jena Griswold

Secretary of State of the State of Colorado

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

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



Summary

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Filing history and documents

Trade names

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Business Home

Business Information

Business Search

FAQs, Glossary and Information

Details			
Name	Financial Consulting Solutions Group, Inc.		
Status	Good Standing	Formation date	10/01/2007
ID number	20071451891	Form	Foreign Other
Periodic report month	August	Jurisdiction	Washington
Principal office street address	7525 166th Ave NE Ste D215, Redmond, WA 98052, US		
Principal office mailing address	7525 166th Ave NE Ste D215, Redmond, WA 98052, US		

Registered Agent	
Name	LEGALINC CORPORATE SERVICES INC.
Street address	1155 Kelly Johnson Blvd Ste 111, Colorado Springs, CO 80920, US
Mailing address	1155 Kelly Johnson Blvd Ste 111, Colorado Springs, CO 80920, US

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Financial Consulting Solutions Group, Inc.

is an entity formed or registered under the law of Washington , has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20071451891 .

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 11/12/2024 that have been posted, and by documents delivered to this office
electronically through 11/12/2024 @ 14:25:01 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 11/12/2024 @ 14:25:01 in accordance with applicable law.
This certificate is assigned Confirmation Number 16563783 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

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

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

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

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

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

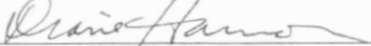
(c) If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA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

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

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

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

Company Name: Financial Consulting Solutions Group, Inc.

Authorized Signature:  Title: Accounting Manager

Printed Name: Diane Harmon Date: March 16, 2023



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$14,116.50 TO LUCKY DOG CONTRACTING, FOR PROJECT NO. 24-121, CONCRETE IMPROVEMENTS - 3920 WEST NORTHERN AVENUE, SETTING FORTH \$2,120 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a construction contract to Lucky Dog Contracting, for Project No. 24-121, Concrete Improvements - 3920 West Northern Avenue.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will include concrete improvements and construction of curb ramps on both corners of 3920 W. Northern Avenue driveway.

This Resolution awards the construction contract to Lucky Dog Contracting.

FINANCIAL IMPLICATIONS:

Funding (including contingencies), in the amount of \$16,236.50, will be paid from Project Account HUAN01, Street Resurfacing

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-121 Bid Summary

RESOLUTION NO. 15838

A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$14,116.50 TO LUCKY DOG CONTRACTING, FOR PROJECT NO. 24-121, CONCRETE IMPROVEMENTS - 3920 WEST NORTHERN AVENUE, SETTING FORTH \$2,120 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-121, Concrete Improvements - 3920 West Northern Avenue have been received and examined; AND,

WHEREAS, the proposal of Lucky Dog Contracting, was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 24-121, Concrete Improvements - 3920 West Northern Avenue to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-121, Concrete Improvements - 3920 West Northern Avenue to be performed, and the contract for said project is hereby awarded to Lucky Dog Contracting, in the amount of \$14,116.50.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$2,120.00

SECTION 4.

Funding, in the amount of \$16,236.50 shall be from Project Account HUAN01 - Street Resurfacing.

SECTION 5.

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

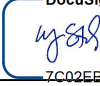
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 9, 2024

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



EVALUATION TABULATION
IFB No. 24-121
Concrete Improvements - 3920 West Northern Avenue
RESPONSE DEADLINE: November 13, 2024 at 10:00 am
Report Generated: Wednesday, November 13, 2024

VENDOR TOTALS

Vendor	Total
Lucky Dog Contracting	\$14,116.50
Wicked Outlaw Construction	\$15,114.00
Cedar Ridge Landscape, Inc	\$15,276.00
A 5 Construction	\$16,705.00
Dream Builders Inc	\$18,913.00
Baha Construction, Inc.	\$25,188.00
WGM Land Design. LLC	\$48,832.29

EVALUATION TABULATION

IFB No. 24-121

Concrete Improvements - 3920 West Northern Avenue

BASE BID (Table 1 of 2)

Selected	Line Item	Base Bid			A 5 Construction		Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Dream Builders Inc		Lucky Dog Contracting	
		Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	REMOVE CURB AND GUTTER	52	L.F.	\$9.00	\$468.00	\$25.00	\$1,300.00	\$12.00	\$624.00	\$8.00	\$416.00	\$10.00	\$520.00
X	2	REMOVE CONCRETE	214	S.F.	\$4.00	\$856.00	\$6.00	\$1,284.00	\$3.00	\$642.00	\$4.00	\$856.00	\$2.50	\$535.00
X	3	REMOVE REINFORCED CONCRETE	163	S.F.	\$5.00	\$815.00	\$12.00	\$1,956.00	\$4.00	\$652.00	\$6.00	\$978.00	\$4.50	\$733.50
X	4	REMOVE ASPHALT ROADWAY	120	S.F.	\$4.00	\$480.00	\$8.00	\$960.00	\$3.50	\$420.00	\$8.00	\$960.00	\$2.50	\$300.00
X	5	CONSTRUCT CURB HEAD	27	L.F.	\$22.00	\$594.00	\$50.00	\$1,350.00	\$22.00	\$594.00	\$11.00	\$297.00	\$14.00	\$378.00
X	6	CONSTRUCT CURB & GUTTER	52	L.F.	\$38.00	\$1,976.00	\$55.00	\$2,860.00	\$42.00	\$2,184.00	\$12.00	\$624.00	\$42.00	\$2,184.00
X	7	CONSTRUCT 6-INCH CONCRETE	214	S.F.	\$10.00	\$2,140.00	\$18.00	\$3,852.00	\$13.00	\$2,782.00	\$17.50	\$3,745.00	\$11.00	\$2,354.00
X	8	CONSTRUCT 7-INCH REINFORCED CONCRETE	163	S.F.	\$12.00	\$1,956.00	\$22.00	\$3,586.00	\$16.00	\$2,608.00	\$19.00	\$3,097.00	\$14.00	\$2,282.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - 3920 West Northern Avenue

Page 2

EVALUATION TABULATION

IFB No. 24-121

Concrete Improvements - 3920 West Northern Avenue

Base Bid					A 5 Construction		Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Dream Builders Inc		Lucky Dog Contracting	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	9	CONSTRUCT ASPHALT ROADWAY PATCH	120	S.F.	\$9.00	\$1,080.00	\$20.00	\$2,400.00	\$9.50	\$1,140.00	\$22.00	\$2,640.00	\$10.00	\$1,200.00
X	10	INSTALL TACTILE BANDS 24" X 30"	4	EA	\$160.00	\$640.00	\$350.00	\$1,400.00	\$280.00	\$1,120.00	\$325.00	\$1,300.00	\$250.00	\$1,000.00
X	11	INSTALL CLASS 6 ROAD BASE	2	TON	\$100.00	\$200.00	\$120.00	\$240.00	\$55.00	\$110.00	\$200.00	\$400.00	\$65.00	\$130.00
X	12	EROSION AND SEDIMENT CONTROL	1	L.S.	\$500.00	\$500.00	\$300.00	\$300.00	\$150.00	\$150.00	\$300.00	\$300.00	\$500.00	\$500.00
X	13	TRAFFIC CONTROL	1	L.S.	\$3,500.00	\$3,500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00
X	14	MOBILIZATION	1	L.S.	\$1,500.00	\$1,500.00	\$3,200.00	\$3,200.00	\$750.00	\$750.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00
Total						\$16,705.00		\$25,188.00		\$15,276.00		\$18,913.00		\$14,116.50

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - 3920 West Northern Avenue

Page 3

EVALUATION TABULATION

IFB No. 24-121

Concrete Improvements - 3920 West Northern Avenue

BASE BID (Table 2 of 2)

Base Bid					WGM Land Design. LLC		Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	REMOVE CURB AND GUTTER	52	L.F.	\$12.13	\$630.76	\$8.00	\$416.00
X	2	REMOVE CONCRETE	214	S.F.	\$15.38	\$3,291.32	\$4.00	\$856.00
X	3	REMOVE REINFORCED CONCRETE	163	S.F.	\$18.07	\$2,945.41	\$10.00	\$1,630.00
X	4	REMOVE ASPHALT ROADWAY	120	S.F.	\$16.89	\$2,026.80	\$4.00	\$480.00
X	5	CONSTRUCT CURB HEAD	27	L.F.	\$19.55	\$527.85	\$12.00	\$324.00
X	6	CONSTRUCT CURB & GUTTER	52	L.F.	\$29.33	\$1,525.16	\$30.00	\$1,560.00
X	7	CONSTRUCT 6-INCH CONCRETE	214	S.F.	\$44.66	\$9,557.24	\$9.00	\$1,926.00
X	8	CONSTRUCT 7-INCH REINFORCED CONCRETE	163	S.F.	\$51.25	\$8,353.75	\$14.00	\$2,282.00
X	9	CONSTRUCT ASPHALT ROADWAY PATCH	120	S.F.	\$135.00	\$16,200.00	\$12.00	\$1,440.00
X	10	INSTALL TACTILE BANDS 24" X 30"	4	EA	\$115.00	\$460.00	\$150.00	\$600.00
X	11	INSTALL CLASS 6 ROAD BASE	2	TON	\$107.00	\$214.00	\$50.00	\$100.00
X	12	EROSION AND SEDIMENT CONTROL	1	L.S.	\$800.00	\$800.00	\$1,500.00	\$1,500.00
X	13	TRAFFIC CONTROL	1	L.S.	\$800.00	\$800.00	\$1,000.00	\$1,000.00
X	14	MOBILIZATION	1	L.S.	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
Total						\$48,832.29		\$15,114.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - 3920 West Northern Avenue

Page 4

EVALUATION TABULATION

IFB No. 24-121

Concrete Improvements - 3920 West Northern Avenue

VENDOR QUESTIONNAIRE PASS/FAIL

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

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - 3920 West Northern Avenue

Page 5



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 9, 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 COMPLETE A FOUR-YEAR TERM EXPIRING AUGUST 1, 2025, ON THE HONOR FARM ENTERPRISE CITIZENS ADVISORY BOARD

SUMMARY:

This Resolution confirms the appointment by the Mayor of Robert Esser to complete a four-year term expiring August 1, 2025, on the Honor Farm Enterprise Citizens Advisory Board.

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 a resignation, there is one position available to complete a term on the Honor Farm Enterprise Citizens Advisory Board.

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. 15839

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ROBERT ESSER TO COMPLETE A FOUR-YEAR TERM EXPIRING AUGUST 1, 2025, ON THE HONOR FARM ENTERPRISE CITIZENS ADVISORY BOARD

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Robert Esser to the Honor Farm Enterprise Citizens Advisory Board; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Robert Esser to the Honor Farm Enterprise Citizens Advisory Board to complete a four-year term expiring August 30, 2026, shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: December 9, 2024

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Presentation**

COUNCIL MEETING DATE: December 9, 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 ELVIS MARTINEZ TO COMPLETE A THREE-YEAR TERM EXPIRING NOVEMBER 1, 2026, ON THE PUEBLO STREETScape ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of Elvis Martinez to complete a three-year term expiring November 1, 2026, on the Pueblo Streetscape Advisory Committee.

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 a resignation, there is one position available to complete a term on the Pueblo Streetscape Advisory Committee.

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. 15840

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF ELVIS MARTINEZ TO COMPLETE A THREE-YEAR
TERM EXPIRING NOVEMBER 1, 2026, ON THE PUEBLO
STREETSCAPE ADVISORY COMMITTEE

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of
her appointment of Elvis Martinez to the Pueblo Streetscape Advisory Committee; NOW,
THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Elvis Martinez to the Pueblo Streetscape Advisory
Committee to complete a four-year term expiring November 1, 2026, shall be and is hereby
confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: December 9, 2024

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 9, 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 ALYSIA BELLAMY, JENNIFER HORN, AND ERIK SEGALL TO SERVE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2027, ON THE PUEBLO HUMAN RELATIONS COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of Alysia Bellamy, Jennifer Horn, and Erik Segall to serve a three-year term expiring December 31, 2027, on the Pueblo Human Relations Commission

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to the normal term expirations of Erik Segall, Jennifer Horn, and Richard Blair, there are three City appointments available on the Pueblo Human Relations Commission. Erik Segall and Jennifer Horn were appointed this year to fulfill terms and are eligible for reappointment.

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. 15841

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ALYSIA BELLAMY, JENNIFER HORN, AND ERIK SEGALL TO SERVE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2027, ON THE PUEBLO HUMAN RELATIONS COMMISSION

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Alysia Bellamy, Jennifer Horn, and Erik Segall to the Pueblo Human Relations Commission; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Alysia Bellamy, Jennifer Horn, and Erik Segall to the Pueblo Human Relations Commission to complete a four-year term expiring December 31, 2027, shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: December 9, 2024

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Bliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 9, 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 JODIE HENDERSHOTT TO COMPLETE A FOUR-YEAR TERM EXPIRING JUNE 30, 2025, ON THE PUEBLO ENERGY ADVISORY COMMISSION

SUMMARY:

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

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to a resignation, there is one position available to serve a term on the Pueblo Energy Advisory Commission.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15842

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

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of
her appointment of Jodie Hendershott to the Pueblo Human Relations Commission; NOW,
THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Jodie Hendershott to the Pueblo Energy Advisory
Commission to complete a four-year term expiring June 30, 2025, shall be and is hereby
confirmed by the City Council.

SECTION 2.

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

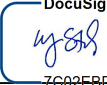
SECTION 3.

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

INTRODUCED: December 9, 2024

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 9, 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 SANDRA MORRISON AND MARK GUERRERO TO SERVE A FOUR-YEAR TERM EXPIRING JANUARY 1, 2029, ON THE HISTORIC PRESERVATION COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of Sandra Morrison and Mark Guerrero to serve a four-year term expiring January 1, 2029, on the Historic Preservation Commission

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to the normal term expirations of Laurel Campbell and Sandra Morrison, there are two appointments available to serve a four-year term on the Historic Preservation Commission. Laurel Campbell is term limited, but Sandra Morrison is eligible for reappointment.

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. 15843

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF SANDRA MORRISON AND MARK GUERRERO TO
SERVE A FOUR-YEAR TERM EXPIRING JANUARY 1, 2029, ON
THE HISTORIC PRESERVATION COMMISSION

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of
her appointment of Sandra Morrison and Mark Guerrero to the Historic Preservation
Commission; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Sandra Morrison and Mark Guerrero to the Historic
Preservation Commission to complete a four-year term expiring June 30, 2025, shall be and is
hereby confirmed by the City Council.

SECTION 2.

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

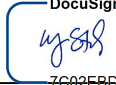
SECTION 3.

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

INTRODUCED: December 9, 2024

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RELATING TO THE 2014 LOAN AGREEMENT WITH THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY AND REMOVING NANCY KELLER AND RONI KIMBREL AND APPOINTING ANDRA AHRENS AND DANNY NUNN AS THE AUTHORIZED OFFICERS UNDER SAID AGREEMENT

SUMMARY:

Attached is a resolution removing Nancy Keller, former Wastewater Director, and Roni Kimbrel, former Finance Director, as authorized officers to represent the City in matters pertaining to the current outstanding debt with the Colorado Water Resources & Power Development Authority, and appointing Andra Ahrens, Wastewater Director, and Danny Nunn, Interim Finance Director as authorized officers.

PREVIOUS COUNCIL ACTION:

On March 24, 2014, Ordinance No. 8707 was passed and approved by City Council to authorize the issuance of A Governmental Agency Bond for the purposes of financing certain improvements to the system.

BACKGROUND:

On January 31, 2022, Nancy Keller, Wastewater Director, retired from the City of Pueblo; Andra Ahrens has been appointed to the position of Wastewater Director. On February 28, 2019, Roni Kimbrel, Finance Director, resigned from the City of Pueblo, and the current Interim Finance Director is Danny Nunn.

FINANCIAL IMPLICATIONS:

There are no financial implications.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

There are no alternatives. Currently, the authorized officers on this loan are Nancy Keller, Wastewater Director and Roni Kimbrel, Finance Director, both of which are no longer associated with the City of Pueblo.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15844

A RESOLUTION RELATING TO THE 2014 LOAN AGREEMENT
WITH THE COLORADO WATER RESOURCES AND POWER
DEVELOPMENT AUTHORITY AND REMOVING NANCY
KELLER AND RONI KIMBREL AND APPOINTING ANDRA
AHRENS AND DANNY NUNN AS THE AUTHORIZED
OFFICERS UNDER SAID AGREEMENT

WHEREAS, The City of Pueblo has entered into a Loan Agreement with the Colorado Water Resources and Power Development Authority, dated May 1, 2014 ("Loan Agreement"); and

WHEREAS, PURSUANT TO Exhibit B of the Loan Agreement, the Wastewater Director and the Director of Finance were designated as the Authorized Officers, as defined in the Loan Agreement, for the purpose of performing any act or executing any document relating to the Government Agency Bond, Series 2014, or the Loan Agreement.

WHEREAS, with the retirement of Nancy Keller from the position of Wastewater Director and the resignation of Roni Kimbrel from the position of Finance Director of the City of Pueblo, both individuals should be removed as Authorized Officers for the City of Pueblo with respect to the Loan Agreement; and

WHEREAS, with the appointment of Andra Ahrens to the position of Wastewater Director and with the appointment of Danny Nunn to the position of Interim Finance Director of the City of Pueblo, both individuals should be appointed as Authorized Officers with the Colorado Water Resources & Power Development Authority pertaining to the Water Revenue Bonds 2014 Series A.; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City hereby removes Nancy Keller and Roni Kimbrel and appoints Andra Ahrens, Wastewater Director, and Danny Nunn, Interim Finance Director, as Authorized Officers, as defined in the Loan Agreement, for the purpose of performing any act or executing any document relating to the Government Agency Bond, Series 2014, or the Loan Agreement. A copy of this Resolution shall be furnished to the Colorado Water Resources and Power Development Authority as evidence of such designation.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 9, 2024

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION ACCEPTING AN EASEMENT AND RIGHT OF WAY
FOR THE PORTLAND LIFT STATION FROM RAYMOND J. DETELLO

SUMMARY:

A Resolution accepting an easement and right of way for a portion of the Portland Lift Station located on the property.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The easement and right of way are for a portion of the Portland Lift Station that was constructed out of the existing right of way onto the property. To correct such record and clearly establish the use of the area for the purpose of servicing and maintaining the lift station, the owner has executed the easement and right of way.

FINANCIAL IMPLICATIONS:

The cost associated with the acceptance of the easement and right of way is the sum of \$500.00 payable to the property owner, Raymond J. Detello. Funds are available from the Sewer User Funds.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Alternative No. 1 – No Action

Under this alternative, the use of the property for the operation of and access to the lift station will not be clearly established and may be subject to challenge.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 12-09-24 Legal - Easement Portland Lift Station Easement 1 - ML
2. 12-09-24 Legal - Easement Portland Lift Station Easement - ML

RESOLUTION NO. 15845

A RESOLUTION ACCEPTING AN EASEMENT AND RIGHT OF WAY FOR THE PORTLAND LIFT STATION FROM RAYMOND J. DETELLO

WHEREAS, the owner of real property has granted the Easement and Right of Way to the City of Pueblo; and

WHEREAS, the Easement and Right of Way are required for operation of the Portland Lift Station; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Easement and Right of Way granted by Raymond J. Detello, dated October 9, 2024, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted.

SECTION 2.

Funds for the easement shall be from Sewer User Funds.

SECTION 3.

The City Clerk is directed to cause said Easement and Right of Way to be recorded in the office of the Pueblo County Clerk and Recorder forthwith.

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 9, 2024

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

EASEMENT AND RIGHT OF WAY

THIS EASEMENT, granted this 9th day of October, 2024, by Raymond Joseph DeTello Grantor, to PUEBLO, a Municipal Corporation, Grantee:

WITNESSETH:

THAT IN CONSIDERATION of the sum of Five Hundred Dollars (\$500.00) and other good and valuable consideration paid by the Grantee, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, an easement and right of way for the purpose of a public Sanitary Sewer and related lift station, in, through, over, under and across Grantor's property situated in Pueblo County, Colorado, with legal description as set forth in the attached Exhibit "A" (the "Property")

TOGETHER WITH the right to enter upon the Property for the purposes of construction, replacement, maintenance, control, and repair, and the right to use so much of the adjoining property of Grantor for said purposes. Grantee shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, pavement or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said public Sanitary Sewer and to recover the costs thereof, plus an administrative charge of 15% from Grantor.

Grantor warrants to Grantee that Grantor (a) has good and sufficient right and title in and to the Property and full power to grant this easement and right-of-way, and (b) will defend Grantee's quiet and peaceful possession of the Property and easement and right-of-way against all persons who may lawfully claim title to the property.

"Grantee" shall include the plural and the feminine. This Easement and Right Of Way shall be binding upon, and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the Grantor and Grantee.

SIGNED this 9th day of October.

GRANTOR

By: Raymond J DeTello

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this 9th day of October, 2024, by (DL) Cindy J. Capritta.

Witness my hand and official seal.

My commission expires: 12/20/2025

(SEAL)

DPW ID **CINDY J. CAPRITTA**
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19934016940
MY COMMISSION EXPIRES 12/20/2025

Cindy J. Capritta
Notary Public

EXHIBIT "A"

PROPERTY DESCRIPTION - LIFT STATION ELECTRIC PANEL EASEMENT

A portion of Lots 19 and 20, Block 352, WILEY AND CHAMBERLIN'S SUBDIVISION, recorded at Reception No. 23146, in the office of the County Clerk of Pueblo County, Colorado, being located in the South One-Half (S1/2) of the Southwest One-Quarter (SW1/4) of Section 32, Township 20 South, Range 64 West of the 6th Principal Meridian, City of Pueblo, County of Pueblo, State of Colorado, being more particularly described as follows:

COMMENCING at a concrete monument with a lead plug and brass tack in a cast iron monument box found at the intersection of Fir Street and Portland Avenue, **WHENCE** a 60D nail found at the intersection of Ogden Street and Grenadillo Street bears South 59°00'12" West a distance of 652.99 feet;

THENCE South 30°55'06" West a distance of 58.31 feet to a 5/8" rebar with a blue plastic cap stamped "PLS 38042" at the northeast corner of said Block 352;

THENCE South 89°57'15" West non-tangent with the following described curve on the north line of said Lot 20 a distance of 0.09 feet;

THENCE on the arc of a curve to the right, having a central angle of 19°35'43", a radius of 329.00 feet, a chord bearing of South 11°10'08 West a distance of 111.97 feet and an arc distance of 112.52 feet to the **POINT OF BEGINNING**;

THENCE continuing on the arc of a curve to the right, having a central angle of 01°52'40", a radius of 329.00 feet, a chord bearing of South 21°54'20" West a distance of 10.78 feet and an arc distance of 10.78 feet to a point on the southerly line of said Lot 19;

THENCE South 89°57'16" West on the southerly line of said Lot 19, Block 352 a distance of 12.00 feet;

THENCE North 00°05'13" East a distance of 10.00 feet;

THENCE North 89°57'16" East a distance of 15.00 feet to the **POINT OF BEGINNING**.

Parcel contains 0.0031 acres (135 Sq.Ft.) more or less

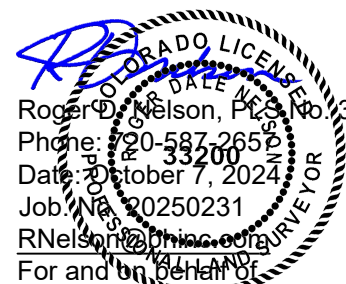

Roger D. Nelson, PLS No. 33200
Phone: 720-587-2650
Date: October 7, 2024
Job No. 20250231
RNelson@bhinc.com
For and on behalf of
Bohannon Huston, Inc.
10303 E. Dry Creek Rd. Suite 250
Englewood, CO 80112

EXHIBIT "A"

CURVE DATA						
ID	ARC	RADIUS	TANGENT	DELTA	CHORD	CHORD BRG
C1	112.52'	329.00'	56.81'	19°35'43"	111.97'	S11°10'08"W
C2	10.78'	329.00'	5.39'	1°52'40"	10.78'	S21°54'20"W

POINT OF COMMENCEMENT
CONCRETE MONUMENT WITH
LEAD PLUG AND BRASS TRACK IN
CAST IRON MONUMENT BOX

FIR STREET
(80' R/W)

S59°00'12"W 652.99' (BASIS OF BEARINGS)
S89° 57' 15"W
0.09'

1/2" REBAR
WITH BLUE PLASTIC
CAP STAMPED
"PLS 38042"

60D NAIL

WILEY AND CHAMBERLIN'S SUBDIVISION
BLOCK 352
RECEPTION NO. 23146

LOT 16

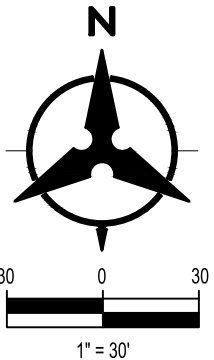
LOT 17

LOT 18

LOT 19

LOT 20

C1 (TIE)



TANGENT DATA

ID	BEARING	DISTANCE
T1	S89°57'16"W	12.00'
T2	N05°50'13"E	10.00'
T3	N89°57'16"E	15.00'

NEW LIFT STATION
ELECTRIC PANEL EASEMENT
±0.0031 Acres
(135 Sq. Ft.)

POINT OF BEGINNING

1/2" REBAR
WITH BLUE PLASTIC CAP
STAMPED "PLS 38042"

VACATED ALLEY
RECEPTION NO. 735657
(16' R/W)

16'

LOT 39

1/2" REBAR
WITH BLUE PLASTIC
CAP STAMPED
"PLS 38042"

PORTLAND AVENUE
RECEPTION NO. 143662
(R/W WIDTH VARIES)

LOT 36

LOT 37

LOT 38

WILEY AND CHAMBERLIN'S SUBDIVISION
BLOCK 352
RECEPTION NO. 23146

COLORADO LICENSE
DALE NELSON
33200
REGISTERED SURVEYOR
Roger D. Nelson, PLS No. 33200
Phone: 303-587-2650
Date: October 7, 2024
Job No. 20250231
RNelson@bhinc.com
For and on behalf of
Bohannon Huston, Inc.
10303 E. Dry Creek Rd. Suite 250
Englewood, CO 80112

NOTE: THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED ONLY
TO DEPICT THE ATTACHED DESCRIPTION

LEGEND	
○	CALCULATED POINT
⊕	MONUMENT AS NOTED
⊗	MONUMENT AS NOTED
---	NEW EASEMENT LINE
---	BOUNDARY LINE
---	ADJACENT BOUNDARY LINE

Bohannon Huston
www.bhinc.com 800.877.5332

DESCRIPTION EXHIBIT

WILEY AND CHAMBERLIN'S SUBD., BLOCK 352

DATE: 10/7/2024

REVISION NO. 0

SHEET 2 OF 2



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: A RESOLUTION RESCINDING RESOLUTION NUMBER 13612,
ADOPTED FEBRUARY 13, 2017

SUMMARY:

Attached is a resolution rescinding Resolution 13612 which declared the City's intent to derive 100% of the City's electric power from renewable energy by 2035.

PREVIOUS COUNCIL ACTION:

Resolution 13612, passed by City Council on February 13, 2017, resolved to derive 100% of the community's electric energy through renewable energy resources and associated technologies by 2035.

BACKGROUND:

In 2017, then City Council members believed that because the City's electric franchisee planned to increase renewable energy generation to 65% by 2035, and the Southeastern Colorado Water Conservancy District's plan to construct a hydroelectric generation facility at Pueblo Dam, the goal of 100% renewable energy by 2035 was a realistic goal. In 2017, City Council also cited Black Hills Energy's claim that increasing renewable energy generation to 65% would save the City \$47 million by 2040.

However, the City's electric franchisee's investment to increase the percentage of Pueblo's power generated by renewable energy sources through the installation of additional wind and solar power has not produced the promised savings of \$47 million. The City's electric franchisee's excessive requested rate increase related to renewable energy sources has negatively affected Pueblo's rate payers at a disproportionate rate.

FINANCIAL IMPLICATIONS:

There are no immediate financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The City could continue to strive to obtain the goal of deriving 100% of all electricity from renewable sources.

RECOMMENDATION:

Approve the resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION RESCINDING RESOLUTION NUMBER 13612,
ADOPTED FEBRUARY 13, 2017

WHEREAS, the high cost of electricity for Pueblo's residential and commercial rate-payers presents a challenge to the City's economic and social wellbeing; and

WHEREAS, while studies suggest renewable energy resources will eventually be a cost-effective source of future power generation, the current cost associated with the development and implementation of a vision of the City of Pueblo being powered by 100% renewable energy remains cost prohibitive; and

WHEREAS, the City's current electric franchisee's investment to increase the percentage of Pueblo's power generated by renewable energy sources through the installation of additional wind and solar power has not produced the promised savings of \$47.2 million; and

WHEREAS, the City's current electric franchisee's excessive rate increase request related to renewable energy sources negatively affects Pueblo's low-income rate payers at a disproportionate rate; and

WHEREAS, while the vision of 100% renewable energy sources powering the City of Pueblo is a noble goal, the costs associated with a transition to 100% renewable energy is not attainable by the year 2035; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Resolution 13612, adopted by Council February 13, 2017, is hereby rescinded.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: December 9, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: A RESOLUTION APPROVING THE PUEBLO URBAN RENEWAL AUTHORITY VENDOR FEE BUDGET FOR THE PUEBLO CONVENTION CENTER AND THE MEMORIAL HALL CAPITAL PROJECTS AND MAINTENANCE FUND, FOR THE CALENDAR YEAR 2025, COMMENCING JANUARY 1, 2025, AND ENDING THE LAST DAY OF DECEMBER 2025

SUMMARY:

This resolution approves the 2025 Vendor Fee Budget for the Pueblo Convention Center and the Memorial Hall Capital Projects and Maintenance Fund.

PREVIOUS COUNCIL ACTION:

Council approval of the Vendor Fee Budget for the Pueblo Convention Center and Memorial Hall Capital Projects and Maintenance Fund is completed annually.

BACKGROUND:

Section 14-4-17 of the City of Pueblo's Code of Ordinances authorizes the use of the "Vendor Fee" or 3.3% of City's sales tax revenue, for the purposes of operations and maintenance of the Pueblo Convention Center and Memorial Hall, subject to City Council approval.

FINANCIAL IMPLICATIONS:

Approval of the resolution will budget \$3,037,007.00 in 2025 Vendor Fee revenue toward the following purposes:

- \$885,962.50 for the payment of debt service on the Memorial Hall and Pueblo Convention Center Bonds (\$645,000.00 principle and \$240,962.50 interest)
- \$2,101,083.00 for the Operation and Maintenance of the Pueblo Convention

Center (\$1,321,083.00), the Asset Management Fee (\$350,000.00), and Capital repair and maintenance expenditures (\$430,000.00);

- \$20,000 for the Maintenance of the Memorial Hall
- \$29,961.50 transfer to the Redemption Account

BOARD/COMMISSION RECOMMENDATION:

The 2025 Budget was reviewed by the PURA Board and was approved at the Regular Meeting of the PURA Board of Commissioners on November 12, 2024.

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

None

RECOMMENDATION:

Approval of the resolution.

ATTACHMENTS:

1. PURA approved 2025 Vendor Fee budget

RESOLUTION NO. 15846

A RESOLUTION APPROVING THE PUEBLO URBAN RENEWAL AUTHORITY VENDOR FEE BUDGET FOR THE PUEBLO CONVENTION CENTER AND THE MEMORIAL HALL CAPITAL PROJECTS AND MAINTENANCE FUND, FOR THE CALENDAR YEAR 2025, COMMENCING JANUARY 1, 2025, AND ENDING THE LAST DAY OF DECEMBER 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Pueblo Urban Renewal Authority (the "Authority") fiscal year 2025 Vendor Fee Budget, a copy of which is attached hereto, is hereby approved.

SECTION 2.

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

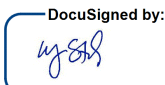
SECTION 3.

This Resolution shall become effective immediately upon final passage and approval.

INTRODUCED: December 9, 2024

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

PUEBLO URBAN RENEWAL AUTHORITY
Vendor Fee Fund 98

	2025 Draft	2024A	2024	2023	2022	2021	2020	2019
REVENUES								
Charges for services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ -	\$ 83,578.00	\$ 17,930.00	\$ 499.00	\$ 4,605.00	\$ 27,814.00
Intergovernmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Investment earnings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Tax Increment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rent income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales Tax Increment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vendor Fees	\$ 3,037,007.00	\$ 3,191,856.00	\$ 3,191,856.00	\$ 3,037,007.00	\$ 3,075,796.00	\$ 2,955,560.00	\$ 2,315,058.00	\$ 2,237,636.00
Total REVENUES	\$ 3,037,007.00	\$ 3,191,856.00	\$ 3,191,856.00	\$ 3,120,585.00	\$ 3,093,726.00	\$ 2,956,059.00	\$ 2,319,663.00	\$ 2,265,450.00
EXPENDITURES								
Capital outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Economic development	\$ -	\$ -	\$ -	\$ 149,695.00	\$ 10,683.00	\$ -	\$ 426,510.00	\$ 14,470.00
General administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Government	\$ -	\$ -	\$ -	\$ 3,118.00	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Principal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 337.00	\$ 1,457.00	\$ 1,087.00
Total EXPENDITURES	\$ -	\$ -	\$ -	\$ 152,813.00	\$ 10,683.00	\$ 337.00	\$ 427,967.00	\$ 15,557.00
Other FINANCING SOURCES and (USES)								
Capital Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Loan Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,875,758.00	\$ -
Transfers in	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers in fund balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers out	\$ (3,037,007.00)	\$ (3,161,054.50)	\$ (3,161,054.50)	\$ (3,055,084.00)	\$ (3,210,793.00)	\$ (1,838,519.00)	\$ (12,443,676.00)	\$ (2,071,986.00)
Total Other FINANCING SOURCES and (USES)	\$ (3,037,007.00)	\$ (3,161,054.50)	\$ (3,161,054.50)	\$ (3,055,084.00)	\$ (3,210,793.00)	\$ (1,838,519.00)	\$ (2,567,918.00)	\$ (2,071,986.00)
Net Change in Fund Balance	\$ -	\$ 30,801.50	\$ 30,801.50	\$ (87,312.00)	\$ (127,750.00)	\$ 1,117,203.00	\$ (676,222.00)	\$ 177,907.00



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION RATIFYING THE PCCLD SELECTION COMMITTEE'S
JOINT REAPPOINTMENT OF JEFFREY DEHERRERA TO THE
PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES

SUMMARY:

This resolution ratifies the joint City-County appointment of a member to serve on the Pueblo City-County Library District Board of Trustees.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

There is one joint vacancy for a member to serve on the Pueblo City-County Library District Board of Trustees. During the PCCLD Selection Committee meeting on November 26, 2024, the committee members reviewed the applications and selected Jeffrey DeHerrera to continue on the Pueblo City-County Library District Board of Trustees.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

N/A

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15847

A RESOLUTION RATIFYING THE PCCLD SELECTION COMMITTEE'S JOINT REAPPOINTMENT OF JEFFREY DEHERRERA TO THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES

WHEREAS, the selection committee duly convened and reappointed Jeffrey DeHerrera to serve a five-year term on the Pueblo City-County Library District Board of Trustees expiring on December 31, 2029; it is now the desire of the Pueblo City Council to ratify said appointment; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The joint reappointment of Jeffrey DeHerrera to the Pueblo City-County Library District Board of Trustees to serve a five-year term expiring December 31, 2029, shall be and hereby is ratified.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: December 9, 2024

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Bliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 9, 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: A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$825,882.57 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR THE PURCHASE OF NINE POLICE INTERCEPTOR UNITS AND FIVE ADMINISTRATIVE VEHICLES, AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

SUMMARY:

This Resolution authorizes payment in the amount of \$825,882.57 for the purchase of nine Police Interceptor Units and five administrative vehicles. This payment is authorized by section 603 (c)(1)(C) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

ARPA authorized a revenue replacement calculation that would allow state and local governments to use a portion of ARPA allocation for governmental services. The nine Police Interceptor Units (PIU's) are necessary for the continued efficient operation of the Police Department. The new PIU's will be used to replace outdated and high mileage patrol vehicles. Each PIU costs \$68,890 for a total of \$620,010. It is anticipated that the vehicles would be delivered to the City no later than December 31, 2025.

The five administrative vehicles are needed to modernize the City's aging vehicle fleet. If this Resolution is approved, Fleet will purchase five Explorers to replace old and high mileage administrative vehicles throughout the City. The cost for each Explorer is \$38,500 for a total of \$192,500. It is anticipated that the vehicles would be delivered to the City within six months.

Any amounts remaining after purchase of the vehicles will be used to outfit the new vehicles as needed. The PIU's will need cages, light bars, and radios installed. The administrative vehicles may need light bars or other equipment installed depending on the use of the vehicle.

The City typically uses a portion of the Public Safety Sales Tax to purchase new police vehicles every year to replace high mileage or damaged vehicles in the fleet. Sales tax revenues are down for 2024. Accordingly, there are insufficient funds in the Public Safety Sales Tax to allow for the purchase of the needed vehicles. The ARPA funds were de-obligated from the City Park Tennis Club & Bleachers Project at the November 25, 2024 City Council meeting and need to be re-obligated by December 31, 2024. There is not enough time to develop a new project. The vehicles have previously been identified as a need for 2025 and are subject to a state purchasing contract dispensing with the need to send them out to bid.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$825,882.57 will be paid out of Project CI2113 - American Rescue Plan. These ARPA funds are available due to the Council's November 25, 2024 denial of the resolutions relating to the City Park Tennis Club & Bleachers Project.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could decide not to authorize the payment for the equipment.

RECOMMENDATION:

Approval of this Resolution.

ATTACHMENTS:

1. State Purchasing Bid for Administrative Vehicles
2. State Purchasing Bid for PIU

RESOLUTION NO. 15848

A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$825,882.57 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR THE PURCHASE OF NINE POLICE INTERCEPTOR UNITS AND FIVE ADMINISTRATIVE VEHICLES, AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plant Act (hereinafter "ARPA"; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(C) and the Final Rule 31 CFR 35.6 recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds on governmental services pursuant to the revenue replacement calculation; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$825,882.57 is hereby authorized from Project CI2113 - American Rescue plan for the purchase of nine Police Interceptor Vehicles for the Police Department and five administrative vehicles to modernize the City's aging vehicle fleet.

SECTION 2.

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

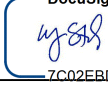
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: December 9, 2024

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

6/4/2024

Class: SUV 4x4

Body Code: K2

PASS UTIL MEDIUM, 4X4 (5 PASS)

Representative Models: 1: FORD EXPLORER
3: DODGE DURANGO

2: CHEVROLET EQUINOX
4: TOYOTA 4RUNNER

MAKE: FORD MODEL: EXPLORER OEM MODEL #: K8D TRIM LEVEL: XLT OEM CODE: 200A

STANDARD SPECIFICATIONS:	OEM CODE	INDICATE ACTUAL DEALER SPECIFICATIONS
103 PASS: 5 PERSONS MIN.	103	PASS: 7-PASSENGER
111 DOORS: 4 FULL SIZE SIDE DOORS	111	DOORS: 4 FULL SIZE DOORS
117 TAILGATE	117	TAILGATE
140 TIRES: ALL SEAS M&S RADIAL	140	TIRES: P255/65R18 ALL SEASON
148 TIRES: SPACE SAVER SPARE MOUNTED	148	TIRES: MINI SPARE
174 WHEELBASE: 106 0 IN. MIN	174	WHEELBASE: 119.1"
233 GVW RATING: 6000 MIN	233	GVW RATING: 6000 MIN
298 CRUISE CONTROL/TILT	298	CRUISE CONTROL/TILT
300 AIR CONDITIONING	300	AIR CONDITIONING
302 RADIO: AM/FM	302	RADIO: AM/FM
307 POWER BRAKES & POWER STEERING	307	POWER BRAKES & POWER STEERING
308 ABS BRAKES	308	ABS BRAKES
310 SEATS: CLOTH SEATS	310	SEATS: CLOTH SEATS
320 FLOORING: CARPET	320	FLOORING: CARPET
340 AIR BAG - DRIVER SIDE	340	AIR BAG: DRIVER AND PASSENGER
350 STD ENG: SPECIFY	350	STD ENG: 2.3L ECOBOOST
400 MIRRORS: RIGHT AND LEFT	400	MIRRORS: RIGHT AND LEFT
403 REAR WINDOW DEFROSTER	403	REAR WINDOW DEFROST
404 INTERMITTENT WIPERS	404	INTERMITTENT WIPERS
410 TRANSMISSION: AUTOMATIC	44T	TRANSMISSION: 10-SPEED AUTOMATIC
418 AUTOMATIC LOCKING FRONT HUBS	418	AUTOMATIC LOCKING FRONT HUBS
692 FOUR-WHEEL DR OR ALL WHEEL DR: SPECIFY	K8D	FOUR WHEEL DRIVE
752 AXLE RATIO: SPECIFY	752	AXLE RATIO: 3.58 NON-LIMITED SLIP
800 FLOOR MATS FRONT AND REAR	800	FLOOR MATS: FRONT AND REAR
863 BACKUP CAMERA	863	BACKUP CAMERA
910 PRIMARY FUEL: UNLEADED	910	PRIMARY FUEL: UNLEADED FUEL
991 STD MIN WRNTY - BUMPER TO BUMPER 3/36	991	3YR/36K MILE BUMPER TO BUMPER WRNTY

STANDARD VEHICLE BASE PRICE \$ 38,500.00

AVAILABLE OPTIONS:	OEM CODE	ACTUAL / COMMENTS	PRICE
133 BACK UP ALARM	133	BACK UP ALARM	\$225.00
141 TIRES: ALL-TERRAIN, LIST SIZE:	141	TIRES: ALL-TERRAIN 235/60R18	\$1500.00

Total \$ 38,500.00

Class SUV 4x4

Body Code: K2

PASS UTIL MEDIUM, 4X4 (5 PASS)

Representative Models: 1: FORD EXPLORER
3: DODGE DURANGO

2: CHEVROLET EQUINOX
4: TOYOTA 4RUNNER

MAKE: FORD MODEL: EXPLORER OEM MODEL #: K8D TRIM LEVEL: XLT OEM CODE: 200A

AVAILABLE OPTIONS:	OEM CODE	ACTUAL / COMMENTS	PRICE
143 TIRES: OPTION #1, LIST SIZE:	143	NOT AVAILABLE	N/A
216 NON-STD ENGINE OPTION A:	216	NOT AVAILABLE	N/A
217 ENG OPTION: DIESEL	217	NOT AVAILABLE	N/A
218 NON-STD ENGINE OPTION B:	218	NOT AVAILABLE	N/A
229 HEAVY DUTY SUSPENSION SPECIFY TYPE:	229	NOT AVAILABLE	N/A
239 GVW OPTION: SPECIFY	239	NOT AVAILABLE	N/A
249 AXLE RATIO OPTION: SPECIFY	249	NOT AVAILABLE	N/A
252 CNG PREP PACKAGE	252	NOT AVAILABLE	N/A
254 ALT FUEL - OEM BI FUEL SPECIFY TANK LOC	254	NOT AVAILABLE	N/A
255 ALT FUEL - OEM DEDICATED SPEC TANK LOC	255	NOT AVAILABLE	N/A
256 E85 - OEM BI FUEL	256	NOT AVAILABLE	N/A
262 DARKEST LEGAL TINT AVAIL	262	DARKEST LEGAL TINT	\$150.00
284 REMOTE KEYLESS ENTRY	284	REMOTE KEYLESS ENTRY	STD
309 CONSOLE BETWEEN BUCKET SEATS	309	CONSOLE BETWEEN BUCKET SEATS FRONT	STD
311 SEATS: VINYL SEATS	311	SEATS: VINYL - NOT AVAILABLE	N/A
315 SEAT: 3RD ROW SEAT	315	SEAT: 3RD ROW SEAT - STANDARD	STD
321 FLOORING: RUBBER	321	FLOORING: RUBBER - NOT AVAILABLE	N/A
330 SECURITY CAGE: LIST DESIGN/LOCA	330	SECURITY CAGE: SETINA - BEHIND 1ST ROW	\$995.00
402 REAR WIPER	402	REAR WIPER - STANDARD	STD
408 REAR AXLE - ANTI SPIN	408	REAR AXLE - ANTI SPIN - STANDARD	STD
413 TWO-WHEEL DRIVE: FRONT	413	TWO WHEEL DRIVE: FRONT - NOT AVAILABLE	N/A
414 TWO-WHEEL DRIVE: REAR	K7D	TWO WHEEL DRIVE: REAR	-(52000.00)
429 TRAILER BRAKE CONTROL-ELECTRIC	429	TRAILER BRAKE CONTROLLER	\$325.00
430 PCKG:TOWING/RCVR HiTCH(Atchmt)	430	PCKG: TOWING RCVR HITCH - STANDARD	STD
432 TOW HOOKS	432	TOW HOOKS - NOT AVAILABLE	N/A
443 PKG: STROBE LIGHT (Attachment)	443	PKG: STROBE LIGHT	\$1250.00
450 SKID PLATE-FUEL TNK, TRFR CS/DI	450	SKID PLATE - NOT AVAILABLE	N/A
453 ENGINE BLOCK HEATER	41H	ENGINE BLOCK HEATER	\$190.00
472 EPACT AFV CREDIT: Specify	472	EPACT AFV CREDIT	N/A
520 POWER LOCKS	520	POWER LOCKS - STANDARD	STD
526 POWER MIRRORS	526	POWER MIRRORS - STANDARD	STD
530 POWER WINDOWS	530	POWER WINDOWS - STANDARD	STD
541 DELETE DAYTIME/AUTO HEADLIGHTS	D942	DELETE DAYTIME RUNNING LIGHTS - DRV CONFIG	-(545.00)
599 AUDIO UPGRADE	599	AUDIO UPGRADE - NOT AVAILABLE	N/A
608 HYBRID GAS/ELECTRIC	608	HYBRID GAS/ELECTRIC - NOT AVAILABLE	N/A

6/4/2024

Class: SUV 4x4

Body Code: K2

PASS UTIL MEDIUM, 4X4 (5 PASS)

Representative Models: 1: FORD EXPLORER
3: DODGE DURANGO

2: CHEVROLET EQUINOX
4: TOYOTA 4RUNNER

MAKE: FORD MODEL: EXPLORER OEM MODEL #: K8D TRIM LEVEL: ACTIVE OEM CODE: 200A

AVAILABLE OPTIONS:		OEM CODE	ACTUAL / COMMENTS	PRICE
620	UPPER TRIM LEVEL PKG: SPECIFY	300A	UPPER TRIM LEVEL: ST-LINE	\$6550.00
643	ADD DAYTIME RUNNING LIGHTS	942	DAYTIME RUNNING LIGHTS	\$45.00
658	EXTRA KEYS & REMOTES	658	EXTRA KEYS & REMOTES	\$375.00
763	PHEV (PLUG IN HYBRID ELEC VEH)	763	PHEV - NOT AVAILABLE	N/A
845	BLIND SPOT NOTIFICATION	845	BLIND SPOT NOTIFICATION - STANDARD	STD
887	BEV (BATTER/ELECTRIC)	887	BEV - NOT AVAILABLE	N/A
982	EXT WARRANTY - POWER TRAIN 5/100,000	982	5YR/100K MILE EXT POWERTRAIN WARRANT	\$3250.00

Class: SUV 4x4

Body Code: K2

PASS UTIL MEDIUM, 4X4 (5 PASS)

Representative Models: 1: FORD EXPLORER
3: DODGE DURANGO

2: CHEVROLET EQUINOX
4: TOYOTA 4RUNNER

MAKE: FORD MODEL: EXPLORER OEM MODEL #: K8D TRIM LEVEL: ACTIVE OEM CODE: 200A

AVAILABLE COLORS: Please attach manufacturer color chart

OTHER VEHICLE SPECIFICATIONS / OPTIONS (Please attach separate sheet if necessary)

PRICE

MULTIPLE OPTIONS AVAILABLE. CONTACT MIKE CROSS WITH QUESTIONS

STANDARD FACTORY WARRANTY (Attach detailed description):

	MILES	MONTHS
Bumper to Bumper	36,000	36
Drive Train	60,000	60
Other	60,000	60

OPTIONAL FACTORY WARRANTY (Attach detailed description):

	MILES	MONTHS	PRICE
MULTIPLE OPTIONS AVAIL.			

EPA FUEL RATING: 20 M.P.G CITY, 27 M.P.G HIGHWAY

OEM MINIMUM FUEL RATED OCTANE: 87

DELIVERY: 120-150 DAYS FROM DEALER RECEIPT OF ORDER FROM STATE (E.G. 90 DAYS)

IDENTIFY ANY EXCEPTIONS TO SPECIFICATIONS:

DEALER NAME: LARRY H. MILLER FORD LAKEWOOD

BIDDER'S NAME: MICHAEL CROSS

DEALER PHONE: 720-481-2418

SIGNATURE:



Colorado State Purchasing Office (per SFM)
LIST AND EXPLANATIONS OF VEHICLE PACKAGES
FOR THE 2025 MODEL YEAR FLEET VEHICLE PROPOSALS

Page 7 of 52

#443 - STROBE LIGHT

Attach one copy of this form to each body code specification sheet that has an Available Option #443 including the following body codes:

All C's, D's, F's, G's, H's & K's, P4, PE

The **STROBE LIGHT PACKAGE** must include the following:

- Roof mounted, LED Warning Beacon
- Class 3 light, SAE certified spec: Whelen L53 Series Super LED Warning Beacon spec or equivalent.
- Minimum of 75 flashes per minute
- Polycarbonate Black base & twist-off dome
- 12V
- 0.4 Amp (peak), 0.016 Amp Average
- Switch in cab
- Warranty: 1-year parts and labor
- Complete installation with **locations** as follows:
 - **Location for strobe light on pickups:**
 - On the roof of the pickup cab
 - The light must be centered between the front of the roof and the rear of the roof.
 - The light must be also centered from one side to the other side of the roof.
 - **Location for strobe light on vans and sport utilities:**
 - On the roof of the van or sport utility
 - The light must be centered from one side to the other side of the roof
 - The light must also be two feet from the rear of the roof.

List the make and model of strobe that is bid:

Make Whelen Model L10HAP

List any additions and/or deletions of your bid from the STROBE LIGHT PACKAGE specs listed above:

Total Price for STROBE LIGHT
PACKAGE:

\$ 1250.00

For Body
Code:

COLOR & TRIM AVAILABILITY

Model	Style/Material	Seat Description ¹
Active★ and Active Comfort Package★	Unique Cloth (200A) ActiveX™ Seating Material (200A)	• 200A: Front Captain's Chairs Heated with 10-way Power Driver (Power function for Tilt, Lumbar and Recline) and 4-way Power Passenger with Manual Recline • Second Row 35/30/35 Bench with E-Z Entry² and Armrests • Third Row 50/50 Split-Fold-Flat (Manual) The Active Comfort Package (200A) • Front Captain's Chairs Heated with 10-way Power Driver (Power function for Tilt, Lumbar and Recline) and 8-way Power Passenger (Power function for Lumbar and Recline) • Second Row 35/30/35 Bench with E-Z Entry² and Armrests (Included in package when equipped with 4WD) • Second Row Captain's Chairs with E-Z Entry² and Armrests (Included in package when equipped with RWD and Available in package when equipped with 4WD) • Third Row 50/50 Split-Fold-Flat (Manual) • Front Captain's Chairs Heated with 10-way Power Driver (Power function for Tilt, Lumbar and Recline) and 8-way Power Passenger (Power function for Lumbar and Recline) • Second Row 35/30/35 Bench with E-Z Entry² and Armrests • Third Row 50/50 Split-Fold-Flat (Manual)
ST-Line and Premium Package★	ActiveX™ Seat Material with Cloth Inserts and Red Stitching (300A)	The Premium Package • Front Captain's Chairs Heated with 8-way Power Driver (Power function for Tilt, Lumbar and Recline) and 6-way Power Passenger (Power function for Lumbar and Recline) • Second Row 35/30/35 Bench Heated with E-Z Entry² and Armrests (Included in package when equipped with RWD) • Second Row Captain's Chairs Heated with E-Z Entry² and Armrests (Available in package when equipped with RWD) • Third Row 50/50 PowerFold® Seat (folds flat)

COLOR OFFERINGS

Cabin Environment ²		ACTIVE (200A)	ACTIVE COMFORT PACKAGE (200A)		ST-LINE (300A)
		Ultra Dark Space Gray	Light Space Gray	Ultra Dark Space Gray	Onyx
Seats (Additional seat information is available in the table above)		Unique Cloth	ActiveX™ Seating Material		ActiveX™ Seating Material with Cloth Inserts and Red Stitching
		Dark Gray/Onyx	Light Space Gray/Onyx	Dark Gray/Onyx	Onyx
Paint Name	Order Code	AH	S7	SH	EW
Star White Metallic Tri-Coat ³	AZ	■	■	■	■
Rapid Red Metallic Tinted Clearcoat ⁴	D4	■	■	■	■
Iconic Silver Metallic	J5	■	■	■	■
★Vapor Blue Metallic	K1	■	■	■	■
Carbonized Gray Metallic	M7	■	■	■	■
Agate Black Metallic	UM	■	■	■	■
Oxford White (Fleet Only)	YZ	■	■	■	■

¹ All Power seats include power Forward/Alt and power Up/Down. 10-way power seats include power Tilt.² E-Z Entry is manually activated.³ This is the primary color in the Cabin Environment.⁴ Extra Charge Paint.

★ = New for this model year

■ = Available

Ford Division

Class: SUV 4x4

Body Code: K8

PASS UTIL MEDIUM AWD PATROL

Representative Models: 1: FORD INTERCEPT UTIL
3:

2: DODGE DURANGO
4:

MAKE: Ford MODEL: Interceptor Utility OEM MODEL #: K8A TRIM LEVEL: Police OEM CODE: 500A

STANDARD SPECIFICATIONS:

OEM CODE INDICATE ACTUAL DEALER SPECIFICATIONS

103	PASS: 5 PERSONS MIN.	STD	
111	DOORS: 4 FULL SIZE SIDE DOORS	STD	
810	PKG POLICE AWD UTILITY (Attachmt)	STD	
910	PRIMARY FUEL: UNLEADED	STD	
991	STD MIN WRNTY - BUMPER TO BUMPER 3/36	STD	

STANDARD VEHICLE BASE PRICE \$ 65,480

AVAILABLE OPTIONS:

OEM CODE ACTUAL / COMMENTS

PRICE

216	NON-STD ENGINE OPTION A:	99B	3.3L V6 DI Engine	(\$2,000)
256	E85 - OEM BI FUEL	N/A		N/A
259	EXTRA PAINT CHARGE	N/A		N/A
286	PUSH BUMPER PB400	286		900
287	PUSH BUMP PB400 W/PB5 FENDER PROTECTC	287		1600
320	FLOORING: CARPET	16C		390
321	FLOORING: RUBBER	STD		STD
414	TWO-WHEEL DRIVE: REAR	N/A		N/A
430	PKG:TOWING/RCVR HITCH(Attachmt)	STD		STD
444	PRE-HEATER	41H		\$90
472	EPACT AFV CREDIT: Specify	N/A		N/A
507	RIGHT SPOTLIGHT WITH A CLEAR LENS	505		\$800
528	PACKAGE: LIGHT BAR (attachmt not installed)	528	If purchased without 810 Package	\$2,000
602	INSIDE REAR DOOR HANDLES OPERATIONAL	STD		STD
608	HYBRID GAS/ELECTRIC	99W		(\$700)
655	SPOTLIGHT LEFT HAND CLEAR LENS	655		\$800
683	LIGHTBAR INSTALL	683	If purchased without 810 Package	\$1,800
758	DELETE PKG #810	758	Deletes all items in package and reverts to STD Hybrid Engine	(\$18,500)
763	PHEV (PLUG IN HYBRID ELEC VEH)	N/A		N/A
784	DELETE LEFT SPOTLIGHT	784	If deleted with Package 810 remaining	(\$100)
794	DELETE REVERSE SENSE SYS (INTER ONLY)	N/A	STD Equipment	N/A
800	FLOOR MATS FRONT AND REAR	800		\$300
814	DELETE BLIS (INTERCEPTOR ONLY)	N/A	STD Equipment	N/A
827	CENTER CONSOLE	65U	Interior Upgrade Package	\$390
887	BEV (BATTER/ELECTRIC)	N/A		N/A

Total \$68,890 ea.

6/6/2024

Class: SUV 4x4

Body Code: K8

PASS UTIL MEDIUM AWD PATROL

Representative Models: 1: FORD INTERCEP UTIL
3:

2: DODGE DURANGO
4:

MAKE: Ford MODEL: Interceptor Utility OEM MODEL #: K8A TRIM LEVEL: Police OEM CODE: 500A

AVAILABLE OPTIONS:	OEM CODE	ACTUAL / COMMENTS	PRICE
921 DELETE OEM CENTER CONSOLE	STD		STD
929 UNDERCOVER LIGHTING PKG DURANGO	N/A		N/A
948 DELETE LIGHT BAR INSTALLATION	948	If deleted with Package 810 remaining	(\$1,000)

AVAILABLE COLORS: Please attach manufacturer color chart

OTHER VEHICLE SPECIFICATIONS / OPTIONS (Please attach separate sheet if necessary) PRICE

Contact Dealer for Turnkey Solutions

3.0L EcoBoost Engine - Only use this if deleting Package 810 \$950

STANDARD FACTORY WARRANTY (Attach detailed description):

	MILES	MONTHS
Bumper to Bumper	36K	36
Drive Train	150K	60
Other		

OPTIONAL FACTORY WARRANTY (Attach detailed description):

	MILES	MONTHS	PRICE
ESP PremiumCare	150K	60	\$3,850

EPA FUEL RATING: 17 M.P.G CITY, 22 M.P.G HIGHWAY

OEM MINIMUM FUEL RATED OCTANE: 85

DELIVERY: 150-300+ DAYS FROM DEALER RECEIPT OF ORDER FROM STATE (E.G. 90 DAYS)

IDENTIFY ANY EXCEPTIONS TO SPECIFICATIONS:

DEALER NAME: Sill-TerHar Motors, Inc

BIDDER'S NAME: Jon Hansen

DEALER PHONE: 303-588-3052

SIGNATURE:

**Colorado State Purchasing Office (per SFM)
LIST AND EXPLANATIONS OF VEHICLE PACKAGES
FOR THE 2025 MODEL YEAR FLEET VEHICLE PROPOSALS**

Page 35 of 52

#810 - PACKAGE: POLICE AWD UTILITIY

MINIMUM SPECIFICATIONS FOR 2025 MODEL YEAR "K8" MEDIUM-SIZE, 4 DR, AWD, UTILITIY PATROL VEHICLES

2025 V-6, Medium-size, 4-door, All Wheel drive, utility type certified patrol vehicle: **Ford Police Interceptor Utility** – K8A 500A

SPECIFICATIONS

Comply (circle Y or N)

Air Bags	☒ Y ☐ N	Front seat side airbags, plus Safety canopy system with side curtain airbags and rollover sensor.
Air Conditioning:	☒ Y ☐ N	Factory-installed air conditioning.
Alternator System:	☒ Y ☐ N	High-output, 250 amp maximum, heavy-duty alternator
Anti-Theft Engine Idle (47A): <i>STD</i>	☒ Y ☐ N	Allows key to be removed from ignition while vehicle remains running.
Back Up Camera:	☒ Y ☐ N	Viewable in 4" center stack
Badge Delete	☒ Y ☐ N	Delete Interceptor on lift gate.
Battery (19K):	☒ Y ☐ N	Heavy duty maintenance free battery 730 CCA with battery saver.
Blis (55B): <i>STD</i>	☒ Y ☐ N	Blind spot monitoring with cross traffic alert
Bluetooth:	☒ Y ☐ N	SYNC Hands free voice activated communication system
Brakes:	☒ Y ☐ N	4 wheel heavy-duty disc with heavy-duty front and rear calipers. Police Calibrated.
Console mounting:	☒ Y ☐ N	Console mounting plate
Console:	☒ Y ☐ N	23" Havis console C-VS-0618-INUT with C-PM-134PC printer insert for Brother Pocket Jet 823, includes cup holder. Includes faceplates to accommodate a Motorola APEX 6500 VHF & DTR and Whelen lighting controller. Arm rest C-ARM-102 MUST BE KERR/CROWN
Cooler, Engine Oil:	☒ Y ☐ N	Auxiliary engine oil cooler.
Cooler, Transmission Oil:	☒ Y ☐ N	External air-to-oil transmission oil cooler.
<i>STD</i> Courtesy Light (43D):	☒ Y ☐ N	Dark car feature-Disable courtesy light when door is opened
Cruise Control:	☒ Y ☐ N	Cruise control system with tilt steering wheel.
Defroster, Rear Window:	☒ Y ☐ N	Electric rear window defroster / defogger.
Differential:	☒ Y ☐ N	Axle ratio to be approximately 3.73 to 1.
Dome lamp Auxiliary:	☒ Y ☐ N	2 -Red and white auxiliary dome lights, Red and white auxiliary dome lamp located on headliner between front row seats. Second dome light on headliner in the second row. The auxiliary lamps are wired independently from standard dome lamp.
Engine (99C):	☒ Y ☐ N	3.0L V-6 EcoBoost (Police calibrated)
Emergency Lighting Packages: 67U and 18X.	☒ Y ☐ N	Includes-Rear console mounting plate (85R) – contours through 2nd row; channel for wiring • Pre-wiring for grille LED lights, siren and speaker (60A). Wiring harness I/P to rear cargo area (overlay)

Colorado State Purchasing Office (per SFM)
LIST AND EXPLANATIONS OF VEHICLE PACKAGES
FOR THE 2025 MODEL YEAR FLEET VEHICLE PROPOSALS

Page 36 of 52

		– Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille)– One (1) 10-amp siren/speaker circuit engine compartment• Rear hatch/cargo area wiring – supports up to six (6) rear LED lights (18X) 100-Watt Siren / Speaker – Wiring Harness: Two (2) light cables . MUST BE FACTORY
Flooring:	☒ N	Heavy duty vinyl flooring.
Grille lights:	☒ N	1-MCRNTR-Whelen ION Series Super-LED, RED installed on the driver side and 1-MCRNTB-Whelen ION Series Super-LED, BLUE installed in the passenger side. MUST BE KERR/CROWN INSTALLED
Light Bar installed:	☒ N	Light bar in package 528 installed and wired to Whelen Core. MUST BE KERR/CROWN Installed
Lighting Controller	☒ N	Whelen CenCom CORE siren and lighting control system. CSP specific CORE wiring harness and weather proof connectors at light heads. Also included BIT13 PDU panels (2). CORE system to have interface cable pre wired from the rear of the vehicle to the console area for the CCTL7 control head to be attached. Part number CenCom CORE C399 w/ Control Head #CCTL7 , OBD Interface part number C399K1 Each light "home run" wired to the CORE controller MUST BE KERR/CROWN
Lighting front and rear – Whelen Inner Edge:	☒ N	<u>Front Inner-Edge(Driver-Passenger) BSFW50Z</u> DUO RED/WHITE LED module X6, DUO BLUE/WHITE LED module X6, Two Piece Design. <u>Rear RTX Inner-Edge(Driver-Passenger) BS50Z</u> RED LED Warning module X5, AMBER T/A module X10, BLUE warning module X5.T/A to function separately from Red/Blue lights. Whelen WeCan X Controlled Programming MUST BE KERR/CROWN INSTALLED . Driver side red, passenger side blue.
Lighting, Headlight (66A):	☒ N	Front Headlamp lighting solution - Includes LED Low beam/High beam headlamp, Wig-wag function and (2) Red/White LED side warning lights in each headlamp (factory configured: driver's side White/Red / passenger side White/Blue) • Includes pre-wire for grille LED lights, siren and speaker (60A) Wiring, LED lights included in headlamps only. MUST BE FACTORY
Lighting, under Mirrors:	☒ N	1 LINSV2R-Whelen Linear V-Series Under Side View Exterior Mirror Light, RED, Drivers Side. 1 LINSV2B-Whelen Linear V-Series Under Side View Exterior Mirror Light, BLUE, Passenger Side. MUST BE KERR/CROWN
Lighting, Side Cargo area (63L):	☒ N	Side cargo window LEDs Red/driver and Blue/passenger. MUST BE FACTORY
Lighting, Rear (66C):	☒ N	Includes two backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass. Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open). MUST BE FACTORY
Lighting Tail lamp (66B)	☒ N	Includes Led base lamps, plus (2) integrated hemispheric lighthouse LED side warning lights MUST BE FACTORY
Locks, Power:	☒ N	Single key locking system (different key for each vehicle) with remote keyless entry key fob. Power door locks controlled from drivers and passenger position, outside rear door handles to remain

**Colorado State Purchasing Office (per SFM)
LIST AND EXPLANATIONS OF VEHICLE PACKAGES
FOR THE 2025 MODEL YEAR FLEET VEHICLE PROPOSALS**

Page 37 of 52

		operational, inside handle inoperable. Global lock/Unlock feature. (52P) Hidden Door-Lock Plunger / Rear-Door Handles Inoperable.
Mirrors, Outside:	☒ Y ☐ N	Left and right outside heated mirrors, power electric remote, manual folding with integrated spotter.
Noise Suppression Package (60R)	☒ Y ☐ N	Noise Suppression Bond (ground straps)
Radio AM/FM:	☒ Y ☐ N	OEM AM/FM Radio
Reverse Sensing (76R): ☒ Y ☐ N	☒ Y ☐ N	Reverse sensing system.
Seats:	☒ Y ☐ N	Heavy duty power front bucket cloth seats. 2 nd row seat to be vinyl
Speedometer:	☒ Y ☐ N	To be calibrated & certified to be within 2% accuracy at all speeds.
Spotlight (51T):	☒ Y ☐ N	Driver's-side LED spot light, 5" in diameter. Head to be mounted on door pillar in such a manner as to provide adequate clearance from steering wheel in all positions of light and tilt steering wheel. MUST BE FACTORY
Steering:	☒ Y ☐ N	Heavy duty electric power assisted steering (EPAS)
Stealth Mode:	☒ Y ☐ N	Dark car feature (43D)
Suspension System:	☒ Y ☐ N	Independent front and rear suspension.
Switcher, Steering Wheel:	☒ Y ☐ N	Four programmable switches in the steering wheel.
Tires and Wheels:	☒ Y ☐ N	Five heavy-duty 18" steel wheels and five Goodyear tires (P255/60R18) all season BSW. Tire pressure monitoring system included.
Traction Control:	☒ Y ☐ N	Advance Trac with RSC (Roll Stability Control) police tuned gyroscopic sensors work with ABS.
Trailer Tow Package: (52T)	☒ Y ☐ N	Includes Class III hitch receiver, 4 and 7-pin connectors, electronic brake wiring kit.
Transmission(44U):	☒ Y ☐ N	Heavy-duty minimum of 10-speed automatic transmission with over-drive. Police calibrated
Wheel Covers (65L):	☒ Y ☐ N	18" full face wheel cover.
Windows, Power:	☒ Y ☐ N	Power windows. Rear window power delete, operable from front driver side switch

THE WARRANTY IS TO GO INTO EFFECT ON THE DATE THE VEHICLE IS PUT INTO SERVICE, NOT THE PURCHASE DATE. END USER WILL BE RESPONSIBLE FOR NOTIFYING THE MANUFACTURER OF THE IN SERVICE DATE.

Delivery to be made to the Colorado State Patrol at 15203 W. 12th Ave., Golden, CO 80401. Per State Fleet Management instructions.

OTHER

Please list a description of any additions and/or deletions to your factory's POLICE PACKAGE from the above listed specs or list next to the item directly on the attached sheets described above:

Body Code: _____

Colorado State Purchasing Office (per SFM)
LIST AND EXPLANATIONS OF VEHICLE PACKAGES
FOR THE 2025 MODEL YEAR FLEET VEHICLE PROPOSALS

Page 38 of 52

ATTACH A COPY OF THIS FORM TO THE "DEALER'S INVITATION TO BID" FOR
BODY CODE K8 WHICH HAS OPTION PACKAGE #810.

Since this Package is part of the Standard Specification for body code K8, the
total cost for this package must be included in the "Standard Vehicle Base
Price" as listed on page 1 of the Vehicle Specs for this body code.



TOM SPENCE
t.spence@kerrindustries.com
Dallas Chicago Detroit Toronto
800 585 1774

Quote – 19-Jun-24
20-5872

Colorado State Police

CSP #810

Karen Griggs

2025 Ford Police Interceptor Utility

Supply and Install only the following Crown options into a 2025 Ford Utility PI

NOTE* Dealer must order the Ford Factory options listed on CSP RFQ

- C-PM-125, C-VS-0618-INUT Havis console, dual cup holder, face plates for VHF DTR, CenCom control head and C-ARM-102 arm rest
- Whelen CenCom CORE siren/lighting controller, OBD interface cable, photo cell, CCTL7 control head
- Whelen Inner Edge WCX DUO R/W/B/W mounted at top of front windshield
- R/W dome lamp 1-mounted between front seats and 1-mounted in cargo area
- Whelen ION grille lamps (2) R/D/B/P
- (2) BIT13 PDU panels
- CSP specific wiring package
- Whelen LINSV2 R/DS/B/PS underside exterior mirror LEDs with brackets
- Whelen BB2CSP1 Colorado State specific light bar
- TOTAL PER VEHICLE

\$15,791.00

Price is quoted in US funds and is exclusive of any applicable taxes

All equipment supplied and installed by Kerr Industries has a warranty of 3 years/36,000 miles.

Thanks for the opportunity,

Tom

Please note:

- This is ONLY a quote and not a sales invoice



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 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 AMENDING ZONING RESTRICTIONS TO REZONE 710 WEST 4TH STREET FROM B-4, CENTRAL BUSINESS ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT

SUMMARY:

The City of Pueblo is requesting to rezone approximately 22,000 square feet of land at 710 West 4th Street from B-4, Central Business Zone District to S-1, Government Use Zone District. The purpose of the rezoning is to utilize the city-owned building for the operation of services for people experiencing homelessness, including an overnight warming shelter through cooperative agreements cooperation with non-profit organizations.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The rezone site is a 22,737 square foot parcel generally located south of 4th Street and west of West Street. The building onsite was built in 1952 and bought by the Pueblo Rescue Mission in the fall of 2023 utilizing federal COVID relief funds provided by the City. The property was to be used as their Porchlight campus that included office spaces for agencies providing community service, and a secondary building to provide an overnight warming shelter during emergencies declared by the Mayor for people experiencing homelessness. However, the Porchlight campus building has not been operational since December 2023 due to needed sewer repair work. Based on the inability to re-establish the use of the building, the property was deeded to the City on October 3, 2024.

The main purpose of the rezoning to an S-1, Government Use is for the City to cooperate with non-profit organizations to utilize the building for the operation of

services for people experiencing homelessness, including an overnight warming shelter. Currently, the site is zoned as B-4 Central Business District that includes primarily commercial uses and retail building design standards that in many cases would be very challenging to adhere to for the operation of a temporary warming shelter and other services. Should the parcel be rezoned as S-1, the City has more flexibility with potential future uses, but ultimately must get all upcoming building plans approved by the Planning & Zoning Commission. Generally, land owned and actively used by local, state, or federal governments – including public schools or special districts – is zoned as S-1, Government Use. The S-1 District is intended to retain and provide land areas held, used, or controlled for governmental purposes by or for any department or branch of government. The S-1 Zone District will allow flexibility regarding development and use of the site following the provisions within the district's guidelines and standards.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their November 13, 2024 Regular Meeting, voted 5-0 to recommend approval, Commissioners Castellucci and Aznar absent.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

If City Council does not approve this Ordinance the property will remain in a B-4, Central Business Zone District and the operation of a warming shelter will be subject to the requirements of a B-4, Central Business Zone District.

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-24-18 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
REZONE 710 WEST 4TH STREET FROM B-4, CENTRAL
BUSINESS ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE
DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from B-4, Central Business Zone District to S-1, Government Use Zone District:

LOTS 2 + 3 BLK 24 STATE ADD LOTS 26, 27, 28 + 29 BLK 3 THATCHER + GAST SUB
FORMERLY #05-361-21-002 + 05-362-05-009

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

Parcel 05-361-21-005

Acreage - .5096

LOTS 2 + 3 BLK 24 STATE ADD LOTS 26, 27, 28 + 29 BLK 3
THATCHER + GAST SUB

710 W 4TH ST
PUEBLO, CO 81003-2304



MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday November 13, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:36 PM with Vice Chair Avalos presiding.

Commissioners Present: Patrick Avalos, Lisa Bailey, Chris Pasternak, Cheryl Spinuzzi, and Regina Maestri

Commissioners Absent: Mike Castellucci and Alexandra Aznar.

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Mikaylin Hackley, Planner; Hannah Prinzi, Planner.

Staff Members Absent:

Approval of the Agenda: Bailey motioned to move Z-23-09 to the December 11, 2024 meeting and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 5-0

Public Hearings

5. Z-24-18 710 W. 4th Street, 0.51 acres generally located south of 4th Street and west of West Street, rezone from Central Business District (B-4) to Governmental Use District (S-1). Staff Report by Hannah Prinzi, Planner.

Hearing: The Applicant, The City of Pueblo, was sworn in and spoke in support of the application. No one appeared in opposition.

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

Motion Passed: 5-0

Z-24-18

TO: City of Pueblo, Planning and Zoning Commission

FROM: Hannah Prinzi, Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: November 13, 2024

SUBJECT: Rezone from Regional Business (B-4) District to Government Use (S-1) District

APPLICANT: City of Pueblo

PROPERTY OWNER: City of Pueblo

LOCATION: The project site is located at 710 W 4th St., formally used as the Porchlight Warming Shelter, a second location for The Pueblo Rescue Mission.

CONCURRENT REQUESTS: Z-24-19 - Rezone 724 & 728 W. 4th St from a B-4 to an S-1 District

REQUEST:

The City of Pueblo is requesting to rezone approximately 22,000 square feet of land at 710 W 4th St from a Regional Business (B-4) District to Government Use (S-1) District. The purpose of the rezoning is to have the City-owned building contracted to a third-party to operate services for people experiencing homelessness, including an overnight warming shelter.

BACKGROUND AND ANALYSIS:

The rezone site is a 22,737 square foot parcel generally located south of 4th St and west of West St. The building onsite was built in 1952 and bought by the Pueblo Rescue Mission in the fall of 2023 utilizing federal COVID relief funds provided by the City. The property was to be used as their Porchlight campus that included office spaces for agencies providing community service, and a secondary building to provide an overnight warming shelter during emergencies declared by the Mayor for people experiencing homelessness. However, the Porchlight campus building has not been operational since December 2023 due to needed sewer repair work. Based on the inability to re-establish the use of the building, the property was deeded to the City on October 3, 2024.

The main purpose of the rezoning to an S-1 Governmental Use is for the City to cooperate with non-profit organizations to utilize the building for the operation of services for people experiencing homelessness, including an overnight warming shelter. On Monday, October 28, 2024, the Pueblo City Council approved an additional emergency ordinance, amending Ordinance No. 10582 to allow the Mayor, during declared

temporary housing and shelter emergencies, to authorize the property located at 710 W 4th Street to operate as an overnight emergency shelter and suspending ordinances and regulations of the City in conflict therewith. With the approval of the rezoning to an S-1 Governmental Use, the property can be operated as an overnight warming shelter and provide other government services without having the Mayor declare a temporary emergency that suspends ordinances and regulations of the City in conflict with the current B-4 Zone District.

The property across West 4th Street to the north is the Pueblo County Fleet Maintenance facilities. A laundromat is located directly to the east of the property, the Pueblo Water operations and supply yard are located to the south of the property, and the Pueblo Rescue Mission's porchlight campus building, now owned by the City, is located directly to the west. In between the main campus and the porchlight building is a now-vacant parcel purchased by the City in 2023 to support the Pueblo Rescue Mission. The site is located in a Regional Business (B-4) District, surrounded by Government Use (S-1) and Industrial (I-2 and I-3) Districts.

Currently, the site is zoned as a Regional Business (B-4) District, which limits the City's ability to own, maintain, and contract with future owners and operators of the homeless shelter. Should the parcel be rezoned as Government Use (S-1), the city has more flexibility with potential future uses, but ultimately must get all upcoming building plans approved by the Planning & Zoning Commission. Generally, land owned and actively used by local, state, or federal governments – including public schools or special districts – is zoned as Government Use (S-1). The S-1 District is intended to retain and provide land areas held, used, or controlled for governmental purposes by or for any department or branch of government. The S-1 District will allow flexibility regarding development and use of the site.

LAND USE AND PLANNING COMMENTS

CHARACTER AND COMPATIBILITY

Site Character:	The site currently has an approximately 1,300 sq. ft. vacant structure.	
Neighborhood Compatibility:	North	B-4 Regional Business District, commercial retail and Pueblo County Fleet Operations Center.
	East	B-4 Regional Business District, Laundromat
	South	S-1 Government Use District, Pueblo Board of Waterworks
	West	B-4 Regional Business District, former Pueblo Rescue Mission Shelter
Comprehensive Plan Compliance:	The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Downtown Mixed-Use District.	

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

1) Further the goals and objectives of the comprehensive land use plan, or

☐ Comments **This rezoning will further the goals of the 2022 Comprehensive Plan as it will allow this currently vacant downtown space to be reused for community services allowed under the S-1 Governmental Zone uses.**

2) Show that the area has changed significantly since the adoption of the comprehensive land use plan

☐ Comments **Not Applicable**

3) Show that there was a mistake or error made in the original zoning of the property.

☐ Comments **Not Applicable**

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

☐ Comments **The application contains the required information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation or other interest.

☐ Comments **The application contains the required information**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

☐ Comments **The application contains the required information**

A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:

☐ Comments **The application contains the required information**

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

☐ Comments **The application contains the required information**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

☐ Comments **Site plan showing future improvements has not been submitted, but the Commission will have the opportunity to review and approve development plans prior to any additional development within the property.**

A statement of the proposed time schedule for beginning and completion of development.

☐ Comments **Not submitted**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

☐ Comments **The property is city-owned and will be developed when possible.**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(16) OF THE PMC:**A. Purpose of S-1 Zone District Standards:**

The standards of this district are designed to retain and provide land areas held, used, or controlled for governmental purposes by or for any department or branch of government, federal, state, county, municipal, school, or special district, either as owner or under contract or lease with another person, and to place the public and all elected officials and public agencies on notice of proposed changes in the use and development of such public lands. *Governmental purpose* means and includes any use or activity, which is reasonably necessary in the discharge of a public or governmental function, whether it is performed by a governmental entity or another person for or on behalf of a governmental entity.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make the necessary findings of fact to forward a recommendation to City Council that the rezoning and proposed site plan be **APPROVED**.

REFERRAL AGENCIES AND COMMENTS:

- City Public Works- No Comment
- City Transportation- No Comment
- City Law Department- No Comment
- Pueblo Regional Building Department- No Comment
- City Fire Department- No Comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department- No Comment
- Xcel Energy- No Comment
- Black Hills Energy- No Comment
- CDOT- No Comment

ATTACHMENTS:

- A. **Aerial Photograph**
- B. **Zoning Map**
- C. **Comprehensive Plan Map**
- D. **Site Photographs**
- E. **Zoning Exhibit**

A. Aerial Photograph



B. Zoning Map



B. Comprehensive Plan Map



D. Site Photos, Public Notice





E. Zoning Exhibit



The City Planning and Zoning Commission will hold a public hearing on a request from **The City of Pueblo** for the approval of the following applications:

- Z-24-18: Rezone:** Rezone approximately 22,000 sq. ft. at 710 W. 4th St. from Regional Business (B-4) District to Government Use (S-1) District. Generally located east of the intersection of Midtown Cir. Dr. and W. 4th St.
- Z-24-19: Rezone:** Rezone approximately 21,000 sq. ft. at 728 and 724 W. 4th St. from Regional Business (B-4) District to Government Use (S-1) District. Generally located east of the intersection of Midtown Cir. Dr. and W. 4th St.

The Planning and Zoning Commission meeting will be held on November 13, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. To view the meeting by Zoom: <https://www.zoomgov.com/j/1603832441?pwd=oYGaUDZZfhYtMgcqA7X0p2SJjWy3h.1>
Meeting ID: 160 383 2441, Passcode: 911780, Telephone: 1 669 254 5252 US (San Jose). You are welcome to attend this public hearing, in person, to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Hannah Prinzi**, Planner
(719) 553-2262

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Scott Hobson, Acting Director
Planning & Community Development
By **Hannah Prinzi**, Planner
(719) 553-2262

CASE NUMBER: Z-24-18

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at 710 W. 4th St. to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

October 24th, 2024

PUEBLO PLANNING & ZONING COMMISSION

By: 

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 710 W. 4th St. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

October 29th, 2024

PUEBLO PLANNING & ZONING COMMISSION

By: 

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
ALLISON REAL ESTATE LLC	700 W 4TH ST	PUEBLO	CO	81003
BOARD OF WATER WORKS	PO BOX 400	PUEBLO	CO	81002-0400
GOMEZ SCOTT A SR	1643 ALMA AVE	PUEBLO	CO	81004-2675
NORTH SIDE WATER WORKS	350 S ELIZABETH ST	PUEBLO	CO	81003-4229
MENA INC	12 FRANCES PL	PUEBLO	CO	81008-1830
BOLD PETROLEUM INC	76 SIERRA MADRE S	COLORADO	CO	80903-3309
CENTRAL PUEBLO CENTER LLC +C/O				
DAVID LYTL	503 N MAIN ST STE	PUEBLO	CO	81003-3145
PUEBLO COUNTY	215 W 10TH ST	PUEBLO	CO	81003-2945
WELLS FARGO BANK NA	1740 BROADWAY	DENVER	CO	80274-0001
PUEBLO COUNTY GOVERNMENT	215 W 10TH ST	PUEBLO	CO	81003-2945
A T + S F RR CO	PO BOX 961089	FORT WORTH	TX	76161-0089



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 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 AMENDING ZONING RESTRICTIONS TO REZONE 724 AND 728 WEST 4TH STREET FROM B-4, CENTRAL BUSINESS ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT

SUMMARY:

The City of Pueblo is requesting to rezone approximately 21,000 square feet of land at 724 and 728 West 4th Street from B-4, Central Business Zone to S-1, Government Use Zone District. The purpose of the rezoning is to utilize the city-owned building for the operation of services for people experiencing homelessness, including an overnight shelter through cooperative agreements with non-profit organizations.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The rezone site is a 21,000 square foot parcel generally located south of 4th Street and east of Midtown Circle Drive. The building onsite was built in 1953, and records indicate that a homeless shelter was operating at this property as early as 1989 when the Wayside Cross Gospel Rescue Mission was issued a special use permit to do so. The property was deeded to the City on November 5, 2024. The main purpose of the rezoning to an S-1, Government Use is for the City to cooperate with non-profit organizations to utilize the building for the operation of an overnight homeless shelter and other services for people experiencing homelessness.

Currently, the site is zoned as B-4, Central Business Zone District that includes primarily commercial uses and retail building design standards that in many cases would be very challenging to adhere to for the operation of a homeless shelter and other services. Should the parcel be rezoned as S-1, Government Use, the City will have more flexibility with potential future uses, but ultimately must have all proposed

new building plans approved by the Planning and Zoning Commission. Generally, land owned and active used by local, state, or federal governments – including public schools or special districts – is zoned as S-1, Government Use. The S-1 District is intended to retain and provide land areas held, used, or controlled for governmental purposes by or for any department or branch of government. The S-1 District will allow flexibility regarding development and use of the site following the provisions within the district's guidelines and standards.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their November 13, 2024 Regular Meeting, voted 5-0 to recommend approval, Commissioners Castellucci and Aznar absent.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

If City Council does not approve this Ordinance the property will remain in a B-4, Central Business Zone District and the operation of the homeless shelter will be subject to the requirements of a B-4, Central Business Zone District.

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-24-19 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
REZONE 724 AND 728 WEST 4TH STREET FROM B-4,
CENTRAL BUSINESS ZONE DISTRICT TO S-1, GOVERNMENT
USE ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from B-4, Central Business Zone District to S-1, Government Use Zone District:

LOTS 18-24 BLK 3 THATCHER + GAST SUB FORMERLY 05-362-05-007,
-013, -018, -019

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

Parcel 05-362-05-035

Acreage - .4821

LOTS 18-24 BLK 3 THATCHER+ GAST SUB

728W4TH ST

PUEBLO, CO 81003-2304



MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday November 13, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:36 PM with Vice Chair Avalos presiding.

Commissioners Present: Patrick Avalos, Lisa Bailey, Chris Pasternak, Cheryl Spinuzzi, and Regina Maestri

Commissioners Absent: Mike Castellucci and Alexandra Aznar.

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Mikaylin Hackley, Planner; Hannah Prinzi, Planner.

Staff Members Absent:

Approval of the Agenda: Bailey motioned to move Z-23-09 to the December 11, 2024 meeting and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 5-0

Public Hearings

6. Z-24-19 728 and 724 W. 4th Street, 0.47 acres generally located south of 4th Street and east of Midtown Circle Drive, rezone from Central Business District (B-4) to Governmental Use District (S-1). Staff Report by Hannah Prinzi, Planner.

Public Hearing: The Applicant, the City of Pueblo, was sworn in and spoke in support of the application. No one appeared in opposition.

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

Motion Passed: 5-0

Z-24-19

TO: City of Pueblo, Planning and Zoning Commission

FROM: Hannah Prinzi, Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: November 13, 2024

SUBJECT: Rezone from Regional Business (B-4) District to Government Use (S-1) District

APPLICANT: City of Pueblo

PROPERTY OWNER: City of Pueblo

LOCATION: The project site is located at 728 and 724 W 4th St., used by The Pueblo Rescue Mission as the City's sole homeless shelter.

CONCURRENT REQUESTS: Z-24-18 – Rezone 710 W. 4th from B-4 to S-1 Zone District.

REQUEST:

The City of Pueblo is requesting to rezone approximately 21,000 square feet of land at 724 and 728 W 4th St from a Regional Business (B-4) District to Government Use (S-1) District. The purpose of the rezoning is to have the property zoned for a governmental use that would allow for the City to cooperate with non-profit organizations to utilize the building for the operation of an overnight shelter and other services for people experiencing homelessness

BACKGROUND AND ANALYSIS:

The rezone site is a 21,000 square foot parcel generally located south of 4th Street and east of Midtown Circle Drive. The building onsite was built in 1953, and records indicate that a homeless shelter was operating at this property as early as 1989 when the Wayside Cross Gospel Rescue Mission was issued a special use permit to do so. The homeless shelter continues to be operated by the Pueblo Rescue Mission. The property was deeded to the City on November 5, 2024. The main purpose of the rezoning to an S-1 Governmental Use is for the City to cooperate with non-profit organizations to utilize the building for the operation of an overnight shelter and other services for people experiencing homelessness.

Currently, the site is zoned as a Regional Business (B-4) District, which limits the City's ability to own, maintain, and contract with future owners and operators of the homeless shelter. Should the parcel be rezoned as Government Use (S-1), the city has more flexibility with potential future uses, but ultimately must have all proposed new building plans approved by the Planning and Zoning Commission. Generally, land owned and active used by local, state, or federal governments – including public schools or special districts – is zoned as

Government Use (S-1). The S-1 District is intended to retain and provide land areas held, used, or controlled for governmental purposes by or for any department or branch of government. The S-1 District will allow flexibility regarding development and use of the site.

LAND USE AND PLANNING COMMENTS

CHARACTER AND COMPATIBILITY

Site Character:	The site currently has an approximately 1,300 sq. ft. vacant structure.	
Neighborhood Compatibility:	North	B-4 Regional Business District, commercial retail and Pueblo County Fleet Operations Center.
	East	B-4 Regional Business District, Retail Plaza
	South	S-1 Government Use District, Pueblo Board of Waterworks
	West	B-4 Regional Business District, commercial office
Comprehensive Plan Compliance:	The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Downtown Mixed-Use District.	

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

1) Further the goals and objectives of the comprehensive land use plan, or

☐ Comments **This rezoning will further the goals of the 2022 Comprehensive Plan as it will allow this currently vacant downtown space to be developed and contribute to the important work done by Pueblo Rescue Mission.**

2) Show that the area has changed significantly since the adoption of the comprehensive land use plan

☐ Comments **Not Applicable**

3) Show that there was a mistake or error made in the original zoning of the property.

☐ Comments **Not Applicable**

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

☐ Comments **The application contains the required information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation or other interest.

☐ Comments **The application contains the required information**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

☐ Comments **The application contains the required information**

A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:

☐ Comments **The application contains the required information**

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

☐ Comments **The application contains the required information**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

☐ Comments **Site plan showing future improvements has not been submitted, but the Commission will have the opportunity to review and approve development plans prior to any additional development within the property.**

A statement of the proposed time schedule for beginning and completion of development.

☐ Comments **Not submitted**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

☐ Comments **The property is city-owned and will be developed when possible.**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(16) OF THE PMC:

A. Purpose of S-1 Zone District Standards:

The standards of this district are designed to retain and provide land areas held, used or controlled for governmental purposes by or for any department or branch of government, federal, state, county, municipal, school or special district, either as owner or under contract or lease with another person, and to place the public and all elected officials and public agencies on notice of proposed changes in the use and development of such public lands. *Governmental purpose* means and includes any use or activity, which is reasonably necessary in the discharge of a public or governmental function, whether it is performed by a governmental entity or another person for or on behalf of a governmental entity.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make the necessary findings of fact to forward a recommendation to City Council that the rezoning and proposed site plan be **APPROVED**.

REFERRAL AGENCIES AND COMMENTS:

- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department- No Comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment

- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

- A. Aerial Photograph**
- B. Zoning Map**
- C. Comprehensive Plan Map**
- D. Site Photographs**
- E. Zoning Exhibit**

A. Aerial Photograph



B. Zoning Map



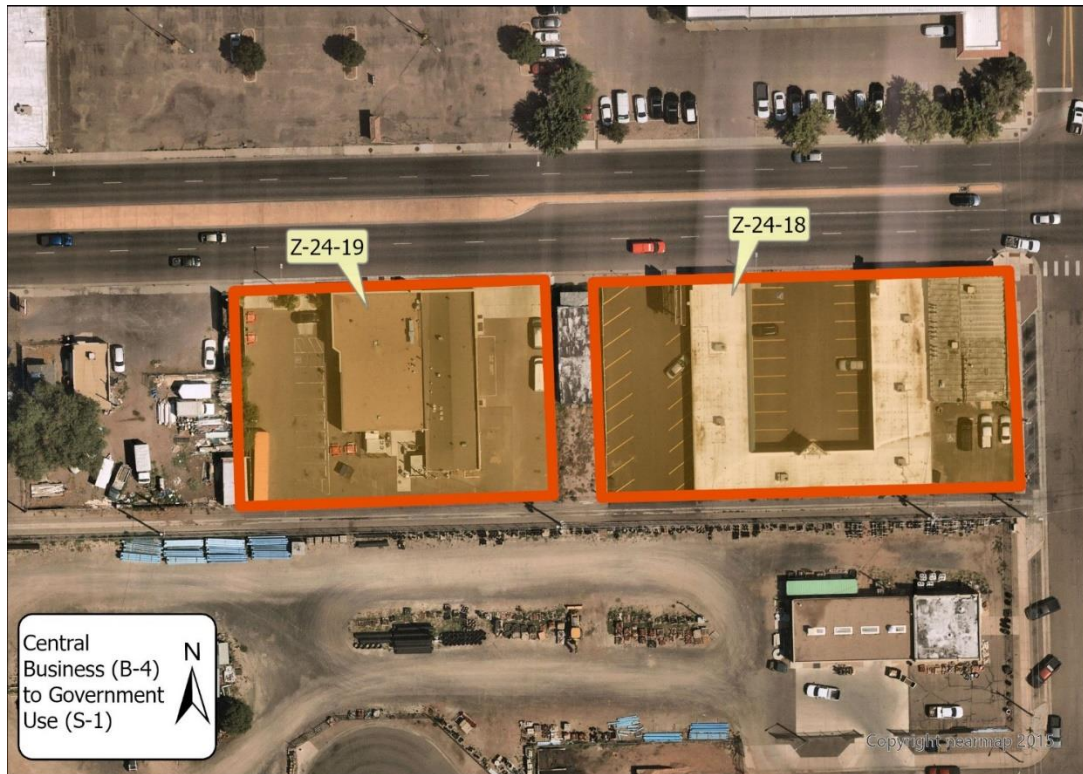
C. Comprehensive Plan Map



D. Site Photos, Public Notice



E. Zoning Exhibit



October 29, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from **The City of Pueblo** for the approval of the following applications:

Z-24-18: Rezone: Rezone approximately 22,000 sq. ft. at 710 W. 4th St. from Regional Business (B-4) District to Government Use (S-1) District. Generally located east of the intersection of Midtown Cir. Dr. and W. 4th St.

Z-24-19: Rezone: Rezone approximately 21,000 sq. ft. at 728 and 724 W. 4th St. from Regional Business (B-4) District to Government Use (S-1) District. Generally located east of the intersection of Midtown Cir. Dr. and W. 4th St.

The Planning and Zoning Commission meeting will be held on November 13, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. To view the meeting by Zoom:

<https://www.zoomgov.com/j/1603832441?pwd=oYGaUDZZfhYtMgcqpA7X0p2SJjWy3h.1>

Meeting ID: 160 383 2441, Passcode: 911780, Telephone: 1 669 254 5252 US (San Jose). You are welcome to attend this public hearing, in person, to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Hannah Prinzi**, Planner
(719) 553-2262

October 29, 2024

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Scott Hobson, Acting Director
Planning & Community Development
By **Hannah Prinzi**, Planner
(719) 553-2262

CASE NUMBER: Z-24-19

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at 728 W. 4th St. to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

October 29, 2024

PUEBLO PLANNING & ZONING COMMISSION

By: 

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 728 W. 4th. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

October 29, 2024

PUEBLO PLANNING & ZONING COMMISSION

By: 

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
PARKER DENNIS M/PARKER REBECCA L	823 W 4TH ST	PUEBLO	CO	81003-2305
TOPIT INVESTMENT PROPERTIES LLC	4018 GOODNIGHT	PUEBLO	CO	81005-1122
ALLISON REAL ESTATE LLC	700 W 4TH ST	PUEBLO	CO	81003
MIDTOWN RLLLP	503 N MAIN ST S	PUEBLO	CO	81003-3130
BOARD OF WATER WORKS	PO BOX 400	PUEBLO	CO	81002-0400
GOMEZ SCOTT A SR	1643 ALMA AVE	PUEBLO	CO	81004-2675
PUEBLO RESCUE MISSION	PO BOX 9167	PUEBLO	CO	81008-0167
GOMEZ SCOTT A SR	1643 ALMA AVE	PUEBLO	CO	81004-2675
VANDER VALK GORDON A +C/O COLORADO BINGO	820 W 4TH ST	PUEBLO	CO	81003
CENTRAL PUEBLO CENTER LLC + C/O JONES HEALY REALTY ,	503 N MAIN ST S	PUEBLO	CO	81003-3145
WELLS FARGO BANK NA	1740 BROADWAY	DENVER	CO	80274-0001
PUEBLO COUNTY GOVERNMENT	215 W 10TH ST	PUEBLO	CO	81003-2945
A T + S F RR CO	PO BOX 961089	FORT WORTH	TX	76161-0089



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 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 AMENDING THE 2024-2025 PUEBLO URBAN TRANSPORTATION PLANNING PROJECT AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$918,285.43 IN 2025 FOR SAID PROJECT

SUMMARY:

The proposed Ordinance would amend the establish FY2024-2025 Urban Transportation Planning Project, and budget and appropriate \$918,285.43 in FY2025 for the Project comprised of \$380,732.00 in FY2025 Federal Highway Administration Consolidated Planning Grant (CPG) funds and estimated carryover funds from FY2024 FHWA CPG Funds in the amount of \$537,553.43 that are identified for expenditure in the 2025 Pueblo Area Council of Governments (PACOG) Metropolitan Planning Organization (MPO) budget approved by the PACOG Board on August 22,2024, Resolution No. 2024-026.

PREVIOUS COUNCIL ACTION:

The establishment of the Project and budgeting of funds has been approved by the City Council on an annual basis once the purchase order is issued by the State of Colorado to PACOG.

BACKGROUND:

The PACOG board approved a Consolidated Planning Grant contract for FY2024-FY2025 with the Colorado Department of Transportation (CDOT) at their August 22,2024 meeting. The contract provides funds in the amount of \$380,732.00 along with estimated carryover funds from the FY2024 CPG contract in the amount of \$537,553.43 that will be available for eligible reimbursable expenses. The City and PACOG annually enter into a Delegation Agreement that authorizes the City to complete the transportation planning tasks on behalf of PACOG and be reimbursed for eligible expenses to complete the tasks identified in the FY 2024-2025 Unified Planning Work Program (UPWP) adopted by PACOG Resolution 2024-026 on August 22,2024.

This Ordinance budgets and appropriates the FY 2024-2025 Urban Transportation Planning Project, and budgets and appropriates funds in the amount of \$918,285.43 allocated for the City to complete urban transportation services in compliance with federal and state requirements for the use of CPG grant funds.

FINANCIAL IMPLICATIONS:

Funds up to the amount of \$887,478.62 will be reimbursed to the City by CDOT which includes \$380,732 from the FY2025 FHWA CPG Funds and remaining federal and city contribution carryover funds from previous years totaling an estimated \$506,716.62. It is estimated that approximately \$2,168 in staff time from the Finance and Legal departments will be spent on the Project.

BOARD/COMMISSION RECOMMENDATION:

The FY 2024 -FY 2025 funds are included in the FY2024 -FY 2025 PACOG MPO Unified Planning Work Program budget, and the Urban Planning Work Program that have been previously approved by the PACOG Board on August 22,2024.

STAKEHOLDER PROCESS:

The Consolidated Planning Grant funds, approved by CDOT and the Federal Highway Administration, are identified in the Urban Planning Work Program (UPWP) by task with associated budget amounts. The UPWP is reviewed at public meetings by the PACOG Transportation Advisory Committee and approved by the PACOG Board.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CDOT Subaward Agreement & P.O.
2. PACOG Resolution 24.026

ORDINANCE NO.

AN ORDINANCE AMENDING THE 2024-2025 PUEBLO URBAN
TRANSPORTATION PLANNING PROJECT AND BUDGETING
AND APPROPRIATING FUNDS IN THE AMOUNT OF
\$918,285.43 IN 2025 FOR SAID PROJECT

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

SECTION 1.

The FY2024-2025 Pueblo Urban Transportation Planning Project is hereby established.

SECTION 2.

Funds in the amount of \$918,285.43 comprised of \$380,732 in FY2025 FHWA CPG Funds and estimated carryover funds from FY2024 FHWA CPG in the amount of \$537,553.43 are hereby budgeted and appropriated into the FY2024-25 Urban Transportation Planning Project.

SECTION 3.

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

SECTION 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

STATE OF COLORADO SUBAWARD AGREEMENT

COVER PAGE

State Agency Department of Transportation	Agreement Number/PO Number 25-HTD-ZL-00086 / 491003758
Subrecipient Pueblo Area Council of Governments	Agreement Performance Beginning Date The Effective Date
Subaward Agreement Amount Federal Funds	Initial Agreement Expiration Date December 31, 2026
\$380,732.00	Fund Expenditure End Date December 31, 2026
Agreement Total \$380,732.00	Agreement Authority Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117, 43-1-701, 43-1-702 and 43-2-101(4)(c), appropriated and otherwise made available pursuant to the FAST ACT, MAP-21, SAFETEA_LU, 23 USC §104 and 23 USC §149.
Agreement Purpose In accordance with 23 USC §104(f) and 49 USC §5303, the purpose of this Grant is for CDOT to disburse metropolitan transportation planning funds to Metropolitan Planning Organizations (“MPO”) for use within their respective metropolitan planning areas based on a “Continuing, Cooperative and Comprehensive Transportation Planning” process in the State of Colorado as defined by the US Census Bureau for Consolidated Planning Grant (“CPG”) purposes.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: 1. Exhibit A – Statement of Work and Budget. 2. Exhibit B – Sample Option Letter. 3. Exhibit C – Federal Provisions. 4. Exhibit D – Additional Program Requirements. 5. Exhibit E – Title VI-Civil Rights. In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Exhibit C – Federal Provisions, Exhibit D – Additional Program Requirements, and Exhibit E – Title VI-Civil Rights. 2. Colorado Special Provisions in §17 of the main body of this Agreement. 3. The provisions of the other sections of the main body of this Agreement. 4. Exhibit A – Statement of Work and Budget. 5. Executed Option Letters (if any).	
Principal Representatives For the State: Kathleen Collins Division of Transportatin Development Colorado Dept. of Transportation 2829 W. Howard Place Denver, CO 80204 Kathleen.collins@state.co.us For Subrecipient: Eva Cosyleon Pueblo Area Council of Governments 229 W. 12th St. Pueblo, CO 81003 ECosyleon@pueblo.us	

SIGNATURE PAGE**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

SUBRECIPIENT SIGNATURE Pueblo Area Council of Governments By: _____ Name: <u>Evelyn Cosyleon</u> Title: <u>MPO Manager</u> Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By: _____ Name: _____ Title: _____ Date: _____
Second Subrecipient Signature, if needed By: _____ Name: _____ Title: _____ Date: _____	LEGAL REVIEW Philip J. Weiser, Attorney General _____ By: Assistant Attorney General Date: _____
In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD _____ By: Department of Transportation Effective Date: _____	

TABLE OF CONTENTS

1. PARTIES.....	3
2. TERM AND EFFECTIVE DATE	3
3. DEFINITIONS	4
4. STATEMENT OF WORK AND BUDGET	6
5. PAYMENTS TO SUBRECIPIENT	6
6. REPORTING - NOTIFICATION	8
7. SUBRECIPIENT RECORDS	9
8. CONFIDENTIAL INFORMATION - STATE RECORDS.....	9
9. CONFLICTS OF INTEREST	11
10. INSURANCE	11
11. BREACH OF AGREEMENT	12
12. REMEDIES	13
13. DISPUTE RESOLUTION	14
14. NOTICES and REPRESENTATIVES.....	14
15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION.....	15
16. GENERAL PROVISIONS.....	15
17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).....	17

1. PARTIES

This Agreement is entered into by and between Subrecipient named on the Cover Page for this Agreement (the “Subrecipient”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State”). Subrecipient and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Subrecipient for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Subrecipient, which shall be governed by **§12.A.i.**

i. Method and Content

The State shall notify Subrecipient of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Subrecipient shall be subject to the rights and obligations set forth in **§12.A.i.a.**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Subrecipient an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Subrecipient for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Subrecipient which are directly attributable to the uncompleted portion of Subrecipient's obligations, provided that the sum of any and all reimbursement shall not exceed the Subaward Maximum Amount payable to Subrecipient hereunder.

F. Subrecipient's Termination Under Federal Requirements

Subrecipient may request termination of this Agreement 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 Agreement is terminated in this manner, then Subrecipient shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this subaward agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Subrecipient, or the appointment of a receiver or similar officer for Subrecipient or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Subrecipient is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **"Budget"** means the budget for the Work described in Exhibit A.
- E. **"Business Day"** means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.
- F. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- G. **"Deliverable"** means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Subrecipient's Work that is intended to be delivered by Subrecipient.

- H. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.
- I. **“End of Term Extension”** means the time period defined in **§2.D**.
- J. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- K. **“Extension Term”** means the time period defined in **§2.C**.
- L. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a Subrecipient or payments to an individual that is a beneficiary of a Federal program.
- M. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. Federal Highway Administration (FHWA) is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- N. **“FHWA”** means Federal Highway Administration.
- O. **“Goods”** means any movable material acquired, produced, or delivered by Subrecipient as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Subrecipient in connection with the Services.
- P. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- Q. **“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, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- R. **“Initial Term”** means the time period defined in **§2.B**.
- S. **“Matching Funds”** (Local Funds, or Local Match) means the funds provided by Subrecipient as a match required to receive the Grant Funds and includes in-kind contribution.
- T. **“Party”** means the State or Subrecipient, and “Parties” means both the State and Subrecipient.
- U. **“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. 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.
- V. **“Recipient”** means the State agency shown on the Signature and Cover Pages of this Agreement, for the purposes of this Federal Award.
- W. **“Services”** means the services to be performed by Subrecipient as set forth in this Agreement and shall include any services to be rendered by Subrecipient in connection with the Goods.
- X. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include but is not limited to PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Subrecipient which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Subrecipient to the State; (iv) is disclosed to Subrecipient, 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.
- Y. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

- Z. **“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.
- AA. **“State Records”** means any and all State data, information, and records, regardless of physical form.
- BB. **“Subaward Maximum Amount”** means an amount equal to the total of Grant Funds for this Agreement.
- CC. **“Subcontractor”** means any third party engaged by Subrecipient to aid in performance of the Work. “Subcontractor” also includes sub-recipients of Grant Funds.
- DD. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- EE. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- FF. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- GG. **“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, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

4. STATEMENT OF WORK AND BUDGET

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

5. PAYMENTS TO SUBRECIPIENT

A. Subaward Maximum Amount

Payments to Subrecipient are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Subrecipient any amount under this Agreement that exceeds the Subaward Maximum Amount shown on the Cover Page of this Agreement as “Federal Funds Maximum Amount”.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Subrecipient in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. Subrecipient shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. Any advance payment allowed under this Agreement, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement and its Exhibits. Eligibility and submission for advance payment is subject to State approval and must include approved documentation in the form and manner set forth and approved by the State.
- d. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Subrecipient and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Subrecipient shall make all changes necessary to correct that invoice.
- e. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

ii. Interest

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 of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Subrecipient shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days' interest to be paid and the interest rate.

iii. Payment Disputes

If Subrecipient disputes any calculation, determination or amount of any payment, Subrecipient shall notify the State in writing of its dispute within 30 days following the earlier to occur of Subrecipient'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 Subrecipient 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.

iv. Available Funds-Contingency-Termination.

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Subrecipient 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 Subrecipient 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 Services and Goods that are delivered 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 §2.E.

v. Federal Recovery

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

C. Matching Funds

Subrecipient shall provide Matching Funds as provided in Exhibit A. Subrecipient shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Subrecipient and paid into Subrecipient's treasury or bank account. Subrecipient represents to the State that the amount designated "Subrecipient's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Subrecipient 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 Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

D. Reimbursement of Subrecipient Costs

- i. The State shall reimburse Subrecipient for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of §5, this Agreement and Exhibit A. However, any costs incurred by Subrecipient prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Subrecipient for costs or expenses incurred or performance by the Subrecipient prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the

Subrecipient. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement.

- ii. The State shall reimburse Subrecipient's allowable costs, not exceeding the Subaward Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A. Except as provided in §5.E., Subrecipient may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Subrecipient provides notice to the State of the change, the change does not modify the Subaward Maximum Amount or the Subaward Maximum Amount for any federal fiscal year or State Fiscal Year, and the change does not modify any requirements of the Work.
- iii. 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 for the Goods and Services provided; and
 - b. Equal to the actual net cost to Subrecipient (i.e. the price paid minus any items of value received by Subrecipient that reduce the cost actually incurred).
- iv. Subrecipient's costs for Work performed after the Fund Expenditure End Date shown on the Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Subrecipient shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

E. Use of Funds, Budget Adjustments

Grant Funds shall be used only for eligible costs identified herein and/or in the Budget. Subrecipient may adjust budgeted expenditure amounts up to 10% between activities of said Budget without approval of the State. Budget adjustments to activities exceeding 10% but less than 24.99% must be submitted in advance of actual cost and receive written State approval, which approval may be transmitted informally by email or such other means that does not rise to the level of an amendment to this Agreement. A budget revision of **Exhibit A** will be issued by the State with any such adjustment. Adjustments in excess of 24.99% for any activity shall be authorized by the State in an amendment to this Agreement which may also require an amendment to **Exhibit A**. Budget adjustments shall not increase the State's total consideration beyond the Subaward Maximum Amount without an amendment to this Agreement.

F. Close-Out

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

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Subrecipient shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Subrecipient 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 Subrecipient's ability to perform its obligations under this Agreement, Subrecipient shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Subrecipient shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

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

7. SUBRECIPIENT RECORDS**A. Maintenance**

Subrecipient 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 and the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder (collectively, the "Subrecipient Records"). Subrecipient shall maintain such records for a 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 (the "Record Retention Period"). 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 findings 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 Subrecipient 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.

B. Inspection

Subrecipient 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 Subrecipient Records during the Record Retention Period. Subrecipient shall make Subrecipient Records available during normal business hours at Subrecipient'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.

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Subrecipient's performance of its obligations under this Agreement using procedures as determined by the State or that governmental entity. Subrecipient shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Subrecipient and this Agreement. 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 Subrecipient's performance in a manner that does not unduly interfere with Subrecipient's performance of the Work.

D. Final Audit Report

Subrecipient shall promptly submit to the State a copy of any final audit report of an audit performed on Subrecipient's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Subrecipient or a third party. Additionally, if Subrecipient is required to perform a single audit under 2 CFR 200.501, *et. seq.*, then Subrecipient 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**

Subrecipient shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Subrecipient 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. Subrecipient shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Subrecipient shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of this Agreement.

B. Other Entity Access and Nondisclosure Agreements

Subrecipient 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. Subrecipient 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 Subcontractor has access to any State Confidential Information. Subrecipient shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Subrecipient 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. Subrecipient shall provide the State with access, subject to Subrecipient'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, Subrecipient shall return State Records provided to Subrecipient or destroy such State Records and certify to the State that it has done so, as directed by the State. If Subrecipient is prevented by law or regulation from returning or destroying State Confidential Information, Subrecipient warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Subrecipient becomes aware of any Incident, Subrecipient 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 Subrecipient can establish that Subrecipient, and its agents, employees, and Subcontractors are not the cause or source of the Incident, Subrecipient shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Subrecipient 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 Subrecipient shall make all modifications as directed by the State. If Subrecipient 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 Subrecipient shall reimburse the State for the reasonable costs thereof. The State may, in its sole discretion and at Subrecipient's sole expense, require Subrecipient to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Subrecipient shall provide the State with the results of such audit and evidence of Subrecipient's planned remediation in response to any negative findings.

E. Data Protection and Handling

Subrecipient shall ensure that all State Records and Work Product in the possession of Subrecipient or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

F. Safeguarding PII

If Subrecipient or any of its Subcontractors will or may receive PII under this Agreement, Subrecipient shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Subrecipient 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

A. Actual Conflicts of Interest

Subrecipient 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 Subrecipient under this Agreement. Such a conflict of interest would arise when a Subrecipient or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Subrecipient acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Subrecipient shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Subrecipient's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Subrecipient is uncertain whether a conflict or the appearance of a conflict has arisen, Subrecipient 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.

D. Subrecipient acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Subrecipient further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Subrecipient employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Subrecipient shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Subrecipient may also be subject to such penalties as are allowed by law.

10. INSURANCE

Subrecipient shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

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

B. General Liability

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

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

C. Automobile Liability

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

D. Additional Insured

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

E. Primacy of Coverage

Coverage required of Subrecipient and each Subcontractor shall be primary over any insurance or self-insurance program carried by Subrecipient or the State.

F. Cancellation

All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Subrecipient and Subrecipient shall forward such notice to the State in accordance with §14 within seven days of Subrecipient's receipt of such notice.

G. Subrogation Waiver

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

H. Public Entities

If Subrecipient is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Subrecipient shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Subrecipient shall ensure that the Subcontractor maintain at all times during the terms of this Subrecipient, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

I. Certificates

For each insurance plan provided by Subrecipient under this Agreement, Subrecipient shall provide to the State certificates evidencing Subrecipient's insurance coverage required in this Agreement prior to the Effective Date. Subrecipient shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if Subrecipient's subcontract is not in effect as of the Effective Date, Subrecipient shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Subrecipient's execution of the subcontract. No later than 15 days before the expiration date of Subrecipient's or any Subcontractor's coverage, Subrecipient shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Subrecipient shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Agreement, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Subrecipient is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Subrecipient is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11**, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Agreement

In the event of Subrecipient's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Subrecipient fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Subrecipient shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Subrecipient shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Subrecipient shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Subrecipient shall assign to the State all of Subrecipient's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Subrecipient shall take timely, reasonable and necessary action to protect and preserve property in the possession of Subrecipient but in which the State has an interest. At the State's request, Subrecipient shall return materials owned by the State in Subrecipient's possession at the time of any termination. Subrecipient shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Subrecipient for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Subrecipient was not in breach or that Subrecipient's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Subrecipient shall remain liable to the State for any damages sustained by the State in connection with any breach by Subrecipient, and the State may withhold payment to Subrecipient for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Subrecipient is determined. The State may withhold any amount that may be due Subrecipient as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Subrecipient's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Subrecipient to an adjustment in price or cost or an adjustment in the performance schedule. Subrecipient shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Subrecipient after the suspension of performance.

b. Withhold Payment

Withhold payment to Subrecipient until Subrecipient corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Subrecipient's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Subrecipient's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Subrecipient shall, as approved by the State **(i)** secure that right to use such Work for the State and Subrecipient; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Subrecipient's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Subrecipient, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Subrecipient for resolution.

B. Resolution of Controversies

If the initial resolution described in **§13.A** fails to resolve the dispute within 10 Business Days, Subrecipient shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Subrecipient wishes to challenge any decision rendered by the Procurement Official, Subrecipient's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Subrecipient pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES and REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**A. Work Product**

Subrecipient agrees to provide to the State a royalty-free, non-exclusive and irrevocable license to reproduce publish or otherwise use and to authorize others to use the Work Product described herein, for the Federal Awarding Agency's and State's purposes. All Work Product shall be delivered to the State by Subrecipient upon completion or termination hereof.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, 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 information provided by or on behalf of the State to Subrecipient are the exclusive property of the State (collectively, "State Materials"). Subrecipient shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Subrecipient's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Subrecipient shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Subrecipient

Subrecipient retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Subrecipient including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Subrecipient under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Subrecipient Property"). Subrecipient Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS**A. Assignment**

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

B. Subcontracts

Subrecipient shall not enter into any subaward or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Subrecipient shall submit to the State a copy of each such subaward or subcontract upon request by the State. All subawards and subcontracts entered into by Subrecipient 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. If the entity with whom Subrecipient enters into a subcontract or subaward would also be considered a Subrecipient, then the subcontract or subaward entered into by Subrecipient shall also contain provisions permitting both Subrecipient and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in **§16.A.**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. 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.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. 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. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. 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 Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in 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.

J. 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 Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Subrecipient's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. 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 this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

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

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Subrecipient. Subrecipient shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Subrecipient may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§16.A.**, 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 this Agreement, and do not create any rights for such third parties.

P. 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.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Subrecipient shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Subrecipient's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations

- i. Subrecipient shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- ii. Subrecipient, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

T. Indemnification**i. General Indemnification**

Subrecipient shall indemnify, save, and hold harmless the State, its employees, agents and assignees (collectively, 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 Subrecipient, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Subrecipient in violation of §8 may be cause for legal action by third parties against Subrecipient, the State, or their respective agents. Subrecipient shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Subrecipient, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. Intellectual Property Indemnification

Subrecipient shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) 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.

U. Federal Provisions

Subrecipient shall comply with all applicable requirements of Exhibits C, D, and E at all times during the term of this Agreement.

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

These Special Provisions apply to all agreements except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current 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 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, §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 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.

D. INDEPENDENT CONTRACTOR.

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

Subrecipient 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 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.

G. PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold Subrecipient harmless; requires the State to agree to binding arbitration; limits Subrecipient'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 Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Subrecipient hereby certifies and warrants that, during the term of this Agreement and any extensions, Subrecipient has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Subrecipient 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.

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 Agreement. Subrecipient has no interest and shall not

acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Subrecipient's services and Subrecipient shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Subrecipient in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Subrecipient by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Subrecipient, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Subrecipient 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 State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Subrecipient shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Subrecipient that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Subrecipient **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Agreement is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Subrecipient has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Subrecipient participates in the Department program, Subrecipient shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Subrecipient has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Subrecipient fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Subrecipient shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

Subrecipient, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Subrecipient **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S., prior to the Effective Date of this Agreement.

EXHIBIT A, STATEMENT OF WORK AND BUDGET

FFY 2025 Consolidated Planning Grant
Scope of Work
Pueblo Area Council of Governments (PACOG)

SAM UEI:D57UDNFVRBL5, CFDA #: 20.205, Federal Award Date: 9/20/24

Summary of FFY 2025 Contracted Consolidated Planning Grant (CPG)

Funds Source	Federal Metro-PL Funds	Total Funds
FFY 2025 CPG	\$380,732	\$380,732
Total Contracted Funds	\$380,732	\$380,732

Matching Funds

The Consolidated Planning Grant (CPG) program represents a consolidation of FHWA and FTA Metropolitan Planning (Metro-PL) funding, which requires a minimum match rate of 17.21%. Innovative funding strategies (state toll credits) will be used to ensure the match requirement is met.

FY 2025 Work Objectives

The Consolidated Planning Grant (CPG) Scope of Work for FFY-2025 is based on the PACOG adopted FY 2024-2025 Unified Planning Work Program (UPWP). An updated FY 2024-2025 UPWP reflects FY 2024 and FY 2025 that was adopted on August 22, 2024. Work subsequent to September 30, 2025 will be added via an amendment to the agreement

Introduction

Pueblo Area Council of Governments Consolidated Planning Grant Scope of Work
FFY 2025 (OCT. 1, 2024 - SEPT. 30, 2025)

Prepared By: City of Pueblo Urban Transportation Planning Division, Metropolitan Planning Organization

Organization, Management & Funding

The general objectives of the FFY 2024-2025 UPWP are to:

1. Assist all participating agencies in achieving applicable comprehensive planning goals and in fulfilling the statutory requirements of FAST-Act and associated planning regulations adopted by the FHWA and FTA.
2. Assist all participating agencies in fulfilling their continuing responsibilities to the community including, but not limited to:
 - a) Using the products of the transportation planning process as a major contribution to other comprehensive planning activities and providing the mechanisms for the continued integration of transportation planning with land use and other comprehensive planning.
 - b) Updating and revising basic transportation planning, regional socioeconomic, environmental, land use, and transportation system operating data using applicable GIS or other technologies for these systems.
 - c) Modifying developed plans and programs as warranted by changes in travel patterns or urban conditions and translating plans into action programs for project implementation.
3. Carry out specific transportation planning functions required for the continued certification of the Pueblo area urban transportation planning process including the biennial development and annual refinement of the UPWP, the annual development of the TIP, and updates to financial forecast to the Long-Range Transportation Plan (LRTP) to the horizon of 2045 as needed.

WORK ELEMENT 2410 PROGRAM ADMINISTRATION & COORDINATION

Objective - To manage, support, improve, adapt, administer, and coordinate the cooperative, continuous, and comprehensive transportation planning process as required by FAST Act.

- 2411 - AGREEMENTS AND BYLAWS
- 2412 - UNIFIED PLANNING WORK PROGRAM
- 2413 - BUDGET AND FINANCIAL MANAGEMENT
- 2414 - STAFF AND PROFESSIONAL DEVELOPMENT
- 2415 - PUBLIC INVOLVEMENT ACTIVITIES
- 2416 - EQUITY AND JUSTICE 40
- 2417 - MPO COMMITTEE MEETINGS
- 2418 - COORDINATION WITH PUEBLO TRANSIT
- 2419- MISCELLANEOUS ADMINISTRATIVE ACTIVITIES

WORK ELEMENT 2420 - DATA COLLECTION AND MANAGEMENT

Objective - to develop and maintain data necessary for informed decision making relating to the MPO transportation system.

- 2421 - TRAFFIC COUNTING AND DATA MANAGEMENT
- 2422-TRAFFIC CRASH MONITORING PROGRAM
- 2423-MPO DATABASE MANAGEMENT
- 2424 - POPULATION, LAND USE, AND GIS DATA COLLECTION

WORK ELEMENT 2430 - TRANSPORTATION PLANS, PERFORMANCE MEASURES, GREEN HOUSE GAS REDUCTION, ACTIVE TRANSPORTATION, AND SCENARIO PLANNING

Objective - Monitor the adopted 2045 PACOG LRTP for compliance and make amendments as necessary.

- 2431 - METROPOLITAN TRANSPORTATION PLAN
- 2432 - IMPLEMENTATION OF PERFORMANCE MEASURES
- 2433 - TRAVEL DEMAND MODEL
- 2434 - TRANSPORTATION IMPROVEMENT PROGRAM
- 2435 - TRANSITION TO A CLEAN ENERGY, RESILIENT FUTURE
- 2436 - COMPLETE STREETS

WORK ELEMENT 2440 ON-CALL ASSISTANCE, REGIONAL AND STATEWIDE PLANNING

Objective - These are intended to be planning activities that will be completed annually or completed in a specific FFY of the UPWP.

- 2441 - ON-CALL TRANSPORTATION TECHNICAL ASSISTANCE CONSULTANT
- 2442 - REGIONAL, STATEWIDE, AND FEDERAL PLANNING PARTICIPATION
- 2443 - PLANNING AND ENVIRONMENTAL LINKAGES
- 2444- SPECIAL PROJECTS AND OTHER TRANSPORTATION

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Department of Transportation	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Subrecipient Insert Subrecipient's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Contract Number of the Original Contract
Subaward Agreement Amount Federal Funds \$0.00	Option Agreement Number Insert CMS number or Other Contract Number of this Option
	Agreement Performance Beginning Date The later of the Effective Date or Month, Day, Year
Agreement Total \$0.00	Current Agreement Expiration Date Month, Day, Year

1. OPTIONS:

A. Option to extend for an Extension Term or End of Term Extension.

2. REQUIRED PROVISIONS:

A. **For use with Option 1(A):** In accordance with Section(s) 2.C/2.D of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, 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(A):** The Subaward Agreement Amount table on the Agreement's Cover Page is hereby deleted and replaced with the Current Subaward Agreement Amount table shown above.

3. OPTION EFFECTIVE DATE:

A. The effective date of this Option Letter is upon approval of the State Controller or ____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By: _____ Name: _____ Title: _____ Date: _____	In accordance with §24-30-202, C.R.S., this Option Letter is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Option Letter Effective Date: _____
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EXHIBIT C, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS

- 1.1. The Contract to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Contract, or any attachments or exhibits incorporated into and made a part of the Contract, the provisions of these Federal Provisions shall control.

2. DEFINITIONS

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
- 2.1.1. “Award” means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
- 2.1.1.1. Awards may be in the form of:
- 2.1.1.1.1. Grants;
- 2.1.1.1.2. Contracts;
- 2.1.1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 2.1.1.1.4. Loans;
- 2.1.1.1.5. Loan Guarantees;
- 2.1.1.1.6. Subsidies;
- 2.1.1.1.7. Insurance;
- 2.1.1.1.8. Food commodities;
- 2.1.1.1.9. Direct appropriations;
- 2.1.1.1.10. Assessed and voluntary contributions; and
- 2.1.2.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
- 2.1.1.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
- 2.1.1.2. Award **does not** include:
- 2.1.1.2.1. Technical assistance, which provides services in lieu of money;
- 2.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 2.1.1.2.3. Any award classified for security purposes; or
- 2.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 2.1.2. “Contract” means the Agreement or Subaward Agreement to which these Federal Provisions are attached and includes all Award types in §2.1.1.1 of this Exhibit.
- 2.1.3. “Contractor” means the party or parties to a Contract or Subaward Agreement funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes Subrecipients and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 2.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 2.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;

- 2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
- 2.1.5.2. A foreign public entity;
- 2.1.5.3. A domestic or foreign non-profit organization;
- 2.1.5.4. A domestic or foreign for-profit organization; and
- 2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Sub award to a non-Federal entity.
- 2.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.9. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.10. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 2.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.
- 2.1.13. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subrecipient. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “Subrecipient Parent DUNS Number” means the sub recipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the sub recipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.17. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
 - 2.1.17.1. Salary and bonus;
 - 2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.17.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;

- 2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.18. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.19. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.20. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

3. COMPLIANCE

- 3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS

- 4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor’s information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor’s information.

5. TOTAL COMPENSATION

- 5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 5.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
- 5.1.2. In the preceding fiscal year, Contractor received:
- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Sub awards subject to the Transparency Act; and
- 5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Sub awards subject to the Transparency Act; and
- 5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING

- 6.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in this Exhibit

are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS

- 8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.
 - 8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Sub award was made:
 - 8.1.1.1. Subrecipient DUNS Number;
 - 8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient Parent DUNS Number;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
 - 8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Agreement, the following data elements:
 - 8.1.2.1. Subrecipient's DUNS Number as registered in SAM.
 - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 9.2. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Recipient and auditors to have access to Sub recipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

- 11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

- 11.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

- 11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

12. CONTRACT PROVISIONS FOR SUBRECIPIENT CONTRACTS

- 12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.

- 12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

- 12.1.1.1. During the performance of this contract, the contractor agrees as follows:

- 12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants

for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 12.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."
- 12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 12.1.3. **Rights to Inventions Made Under a Contract or Contract.** If the Federal Award meets the definition of “funding Contract” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Contract,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.
- 12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subawards of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.

13. CERTIFICATIONS

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed, or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 14.3. There are no Transparency Act reporting requirements for Vendors.

15. EVENT OF DEFAULT

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT D, ADDITIONAL PROGRAM REQUIREMENTS**A. Work**

Per 23 CFR 420.111, SUBRECIPIENT shall complete the Work and other obligations as described herein and Exhibit A. Work performed prior to the Effective Date or after the Termination date shall not be considered part of the Work. SUBRECIPIENT shall take all reasonable steps to carry out all activities described and identified in the Statement of Work. The Statement shall include an estimation of anticipated benefits from each program submitted, a Budget, the activity purpose, objectives, major tasks, timeline of expected completion, and an Evaluation process to determine the success of each activity stated in Exhibit A. In addition, SUBRECIPIENT shall be responsible for:

- 1.) The initial design and implementation of its congestion mitigation and air quality program as outlined in the current TIP;
- 2.) Monitoring and Evaluating the program effectiveness;
- 3.) The promotion of congestion mitigation and air quality program(s) by employers;
- 4.) Submittal of an annual report to CDOT; and,

B. Notice

SUBRECIPIENT shall not commence Work until the date specified by a written notice, which may be electronic, and shall complete the Work within the period specified in the Agreement unless the period or terms thereof are extended according to this Agreement.

C. Staff/Consultant Services

SUBRECIPIENT shall be responsible to select staff/consultant services in compliance with all applicable federal procurement requirements including 23 CFR 172 and 2 CFR 200. Any Request for Proposal (RFP) used by SUBRECIPIENT to secure consultant Services must be reviewed by CDOT before SUBRECIPIENT releases the RFP. CDOT shall have 15 calendar days from the date of receiving the RFP in which to return comments. Responses to CDOT's comments will be provided by SUBRECIPIENT within 15 calendar days of receipt of the comments. SUBRECIPIENT shall notify CDOT in writing before executing any Agreement for consultant Services which utilizes Grant funding.

D. Statement of Work and Budget Amendment

SUBRECIPIENT shall amend Exhibit A in accordance with the terms of this Agreement, when:

- 1.) Reallocating funds between budget line items in Exhibit A, as permitted pursuant to §5(E); and
- 2.) Adding or deleting activities listed in Exhibit A to reflect authorized budget line item reallocations permitted pursuant to §5(E).

If any changes to Exhibit A (i) require an increase or decrease to the maximum amount of this Subaward, (ii) change the term of the Agreement, or (iii) exceed the 24.99% threshold in §5(E) for any activity, the Parties must amend this Agreement prior to such change being effective.

E. Limited Availability of Funds

The amount of Federal Funds available to pay for the Work performed by Subrecipient in any one year is limited to the amount of the unused portion of the allocated funds, made available through 23 USC 104 (b)(3) and (f) as amended, and 49 USC 5303 as amended.

F. Additional Funds Use

Federal Funds shall be used only to reimburse Subrecipient for eligible allowable costs incurred and Subrecipient shall be solely responsible for all costs incurred that are either not allowable or which exceed the funds available in the Agreement as identified herein and/or in the Exhibit A.

G. Billing, Reimbursement, and Allowable Costs**1.) Reimbursement**

The Parties hereto expressly recognize that the Subrecipient is to be paid, reimbursed, or otherwise compensated with the funds provided to CDOT by the U.S. Department of Transportation for the purpose of completing the Work and therefore, the Subrecipient expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds by CDOT.

2.) Allowable Costs

CDOT shall not be obligated to use State funds under this Agreement. CDOT's use of Federal Funds shall be to reimburse Subrecipient for allowable costs incurred by Subrecipient, as defined in this Agreement. Subrecipient shall be solely responsible for all costs incurred which are not allowable or which exceed the funds available in the Agreement.

H. Allowable and Indirect Costs

Allowable and indirect costs may include but are not limited to those listed in 2 CFR 200, or State Fiscal Rule 2-7: "Official Functions and Training Functions," whichever may apply. However, such costs shall be limited to those costs determined by the CDOT as necessary to directly carry out the Work for this Agreement. In determining the amount of allowable costs, CDOT will exclude:

- a) Any costs incurred by the Subrecipient before the execution of the Agreement.
- b) Any costs incurred by the Subrecipient that are not included in **Exhibit A**.
- c) Any cost incurred by the Subrecipient after the termination date of this Agreement as amended.
- d) Memberships, subscriptions, and professional activities, which do not meet the following requirements:
 - (1). Costs of membership in civic and community, social organizations are allowable as a direct cost with the approval of the federal-awarding agency;
 - (2). Costs of subscriptions to business, professional, and technical periodicals;
 - (3). Costs of meetings, conferences, and conventions where the primary purpose is the dissemination of technical information, including meals, transportation, rental of meeting facilities, and other incidental costs; or
 - (4). Costs of memberships in business, technical, and professional organizations. However, costs of membership in organizations substantially engaged in lobbying are not allowed and thus unallowable.
- e) Official Function Expenditures (as defined by Rule 2-7 of the Colorado State Fiscal Rules), which do not qualify as a meeting, conference, meal or other function that is hosted by the MPO or Subrecipient staff and attended by guests and/or other MPO or Subrecipient personnel and held for official MPO or Subrecipient business. Expenditures incurred for official functions shall be approved by the responsible MPO or Subrecipient official.

I. Disallow Costs

CDOT has the right to disallow any costs incurred by the Subrecipient, which are not consistent with this Agreement, or on any activity not in compliance with the authorized Work.

J. Reimbursement Waiver

Subrecipient agrees that reimbursement of any cost under this Agreement does not constitute a final CDOT decision about the allowability of the costs and does not constitute a waiver of any violation by Subrecipient of the terms of this Agreement.

K. Certification

Upon submitting request for reimbursement, the designated representative of the Subrecipient has certified that:

- a) The costs are allowable, and therefore reimbursable;
- b) The expenditure amount for that time period is correct;
- c) The agreed upon Work has been performed and/or Work Product has been produced;
- d) All Requests for Proposals and/or Requests for Qualifications have been forwarded to CDOT for review and comment; and
- e) Reimbursements are being requested in accordance with the terms of this Agreement.

L. Expenditures

Along with the form requesting reimbursement, the Subrecipient shall include expenditures of Federal Funds for Work. The information shall contain:

- i. Budgeted amount;
- ii. Expenditures for current billing cycle and year-to-date;
- iii. Unexpended balance after current cycle;
- iv. Percent expended year-to-date; and
- v. Copies of Subcontractors invoices, if applicable.

M. Invoice

CDOT shall pay the Subrecipient's voucher for expenditures incurred in performance of Work, up to the maximum amount described in §7, and elsewhere in this Agreement, subject to conditions specified herein, within 30 days of receipt.

N. Final Report

Within 30 days after the end of the Program period, SUBRECIPIENT will provide to CDOT a final accomplishment report of the activities performed under this Agreement for the completed fiscal year. It shall include, but not be limited to:

- 1.) Final accomplishments by activities; and

- 2.) Status of uncompleted products; and
- 3.) Accomplishment of performance measures; and
- 4.) Actual expenditures for the Program Period.

O. Reporting Guidance

Reporting made for the purpose of this Agreement and its activities shall be done in accordance with 23 CFR Part 420.117, 450 and 2 CFR 200, and any supporting sections or amendments. The provisions of this paragraph do not constitute a waiver of legal and administrative appeals available to SUBRECIPIENT or the State.

P. Monitoring

In accordance with 2 CFR 200 and other applicable standards, the State will monitor all the activities conducted by SUBRECIPIENT pursuant to the terms of this Agreement to assure that the Project is being performed consistent with supporting federal laws and regulations, as amended, to enable the preparation and submission of appropriate reports that will contain at a minimum:

- 1.) Comparison of actual performance with established goals during the program and once the program is complete;
- 2.) Progress in meeting schedules;
- 3.) Comparison of budgeted (approved) amounts and actual costs incurred;
- 4.) Cost variances to budget;
- 5.) Approved program revisions; and
- 6.) Other supporting data.

Q. Performance, Progress, Personnel, and Funds

In responding to these requirements, CDOT will utilize the following steps and procedures to ensure that assigned responsibilities are carried out:

1.) Monitoring Documents

CDOT will use the current Statement of Work, and supporting documents, in reviewing the progress being made by SUBRECIPIENT to meet the commitments in this Agreement. The Statement of Work must include all activities, deliverables, and performance measures, and Budgets committed to by SUBRECIPIENT.

2.) Monitoring Meetings

Meetings between CDOT and SUBRECIPIENT representatives will be conducted at CDOT's discretion for the purpose of reviewing progress, resource allocations, and billings.

3.) Progress and Financial Reports

CDOT will prepare and submit progress and financial reports to the appropriate federal agencies.

R. Noncompliance

Any Product that SUBRECIPIENT has committed to in the Statement of Work not produced and justification not provided in a timely manner in accordance with this agreement, may result in the delay of payment of funds and/or termination as provided under this Agreement. Along with the terms of this Agreement and in accordance with 2 CFR 200, the following steps will be implemented by CDOT:

- 1.) CDOT representative will meet with SUBRECIPIENT representative to discuss performance.
- 2.) The CDOT representative will report the progress to the Division of Transportation Development Director.
- 3.) The Director will issue a decision as to whether performance is satisfactory or unsatisfactory. If performance was determined to have been unsatisfactory, CDOT shall determine if a reduction in allocation is appropriate. SUBRECIPIENT will be notified of any decisions made by CDOT.

S. Additional Requirements for Rights in Data, Documents, and Computer Software

Whenever possible, published material shall acknowledge the financial participation of CDOT and/or the FHWA and other agencies contributing funding to the Work Product. Any published material acknowledging the contribution of the FHWA shall include the federal disclaimer statement: "FUNDED BY THE FHWA". Published materials include any non-internal documents, reports, maps, photographs, computer software, or like materials that are intended to be viewed by those outside of CDOT, and Subrecipient.

Patents: In addition to the standard patent rights clauses of 37 CFR §401 et. al, and other applicable laws and regulations, CDOT, Subrecipient, and either party's subrecipients are subject to the provisions of 37 CFR part 401, governing patents and inventions whereby "The Subcontractor or Subrecipient will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subaward or Agreement, obtain rights in the Subcontractor's or Subrecipient's subject inventions."

T. 2 CFR 200 Subpart F

In accordance with the provisions of 2 CFR 200: “Audits of States, Local Governments, and Nonprofit Organizations”, all nonfederal entities including state and local government and non-profit organizations, receiving more than \$750,000 from all federal financial assistance funding sources, shall comply with the audit requirements of 2 CFR 200. Compliance with 2 CFR 200 is required in the following manner:

- a) If the Subcontractor expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.
- b) If the Subcontractor expends more than \$750,000 in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the “financial” procedures and processes for this program area.
- c) If the Subcontractor expends more than \$750,000 in federal funds, and the federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.
- d) Single Audit can only be conducted by an independent auditor in accordance with generally accepted government auditing standards covering financial audits (2 CFR 200). An audit is an allowable direct or indirect cost.

U. Final Audit Report

If an audit is performed on Subrecipient’s records for any fiscal year covering a portion of the term of this Agreement, Subrecipient shall submit a copy of the final audit report to CDOT or its principal representative at the address specified herein.

EXHIBIT E, TITLE VI – CIVIL RIGHTS

Nondiscrimination Requirements

Subrecipient shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability.

Subrecipient shall abide by all applicable federal and state nondiscrimination laws and regulations, including but not limited to, Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.; The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; 49 CFR Part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation; 23 CFR Part 200: Title VI Program and Related Statutes - Implementation and Review Procedures; Title II of the Americans with Disabilities Act of 1990, 42 U.S.C §§12101 - 12213; Rehabilitation Act of 1973 § 504, 29 U.S.C § 794; 49 CFR Part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Assistance; 28 CFR Part 35: Nondiscrimination on the Basis of Disability in State and Local Government Services; 49 CFR Part 28: Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

As a condition of federal financial assistance, Subrecipient shall develop and maintain a Title VI Program in accordance with the “Requirements for FHWA Subrecipients” set forth in CDOT’s Title VI Program Plan. Subrecipient shall also facilitate compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development and public outreach in accordance with applicable CDOT and FHWA guidance.

In any contract utilizing federal funds, land, or other federal aid, Subrecipient shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability. Subrecipient shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services and any other requirements established by CDOT for FHWA subrecipients.

Disadvantaged Business Enterprise Requirements

The requirements of 49 CFR Part 26 and CDOT’s DOT-approved DBE program are incorporated by reference into this agreement. Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by Subrecipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as CDOT deems appropriate. Subrecipient must include this assurance in all DOT-assisted contracts.

Prompt Payment

Subrecipient shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. If Subrecipient allows contractors to withhold retainage from subcontractors, retainage shall be released within 30 days from the date the work is satisfactorily completed.

RESOLUTION NO. 24-026

A RESOLUTION ADOPTING THE AMENDED UNIFIED PLANNING WORK PROGRAM (UPWP) FOR FEDERAL FISCAL YEARS (FFY) 2024 AND 2025 FOR THE PUEBLO AREA COUNCIL OF GOVERNMENTS (PACOG) AS THE DESIGNATED METROPOLITAN PLANNING ORGANIZATION (MPO) FOR THE PUEBLO URBAN AREA IN COMPLIANCE WITH 23 USC 134, 49 USC 5303, 23 CFR 450 AND 500, AND 49 CFR 613; AND AUTHORIZING AND DIRECTING THE CITY OF PUEBLO IN ACCORDANCE WITH THE PACOG AND CITY OF PUEBLO DELEGATION AGREEMENT DATED NOVEMBER 13, 2023 TO ADMINISTER AND IMPLEMENT THIS UPWP IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

WHEREAS, the Pueblo Area Council of Governments (PACOG) is the recognized Metropolitan Planning Organization (MPO) for the Pueblo area as designated by the Governor of Colorado in accordance with 23 U.S.C. 134(b); and

WHEREAS, PACOG has developed an amended annual Unified Planning Work Program (UPWP) and budgets for the Federal Fiscal Years 2024 and 2025 in compliance with the requirements of 23 USC 134, 49 USC 5303, 23 CFR 450 and 500, and 49 CFR 613 Act; and

WHEREAS, the amended FFY 2024-2025 UPWP was developed through local collaboration with comments and recommendations from the state and federal funding agencies; and

WHEREAS, the UPWP reflects the priorities, scope of work, and level of effort required for all of the agencies responsible for regional transportation planning for FFY 2024-2025.

NOW, THEREFORE, BE IT RESOLVED BY THE PUEBLO AREA COUNCIL OF GOVERNMENTS that:

SECTION 1:

The amended PACOG Unified Planning Work Program for Fiscal Year 2024-2025 is hereby approved and adopted.

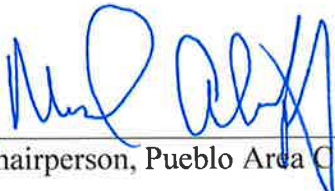
SECTION 2:

The PACOG Board hereby authorizes and directs the City of Pueblo in accordance with the PACOG and City of Pueblo Delegation Agreement dated November 13, 2023, to administer and implement this UPWP in accordance with all applicable federal, state, and local laws and regulations.

SECTION 3:

This resolution shall become effective immediately upon passage and approval.

PASSED AND ADOPTED this 22nd day of August, 2024
by the PACOG.



Chairperson, Pueblo Area Council of Governments

ATTEST:



PACOG Recording Secretary



**Background Paper for Proposed
Presentation**

COUNCIL MEETING DATE: December 9, 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 DELEGATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO AREA COUNCIL OF GOVERNMENTS FOR 2025 TRANSPORTATION PLANNING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves the annual delegation agreement between Pueblo Area Council of Governments (PACOG) and the City of Pueblo for Transportation Planning Services from January 1, 2025 to December 31, 2025 as specified in the approved FY 2024-25 Amended Unified Planning Work Program (UPWP).

PREVIOUS COUNCIL ACTION:

The City is currently operating under the 2024 delegation agreement between PACOG and the City of Pueblo approved by Ordinance 10588, November 13, 2023.

BACKGROUND:

This Ordinance approves the annual delegation agreement for Transportation Planning Services between PACOG and the City of Pueblo. The agreement establishes the responsibilities of the City of Pueblo and PACOG for the implementation of the tasks in the FY 2025 UPWP, adopted by PACOG Resolution 2024-026 on August 22, 2024.

FINANCIAL IMPLICATIONS:

PACOG will reimburse the City up to \$887,478.62 Consolidated Planning Grant Funds, which includes all estimated federal and local carryover funds from previous fiscal years. The City Finance Department will expend staff time to prepare and submit monthly financial reports for reimbursement of City transportation planning expenditures.

BOARD/COMMISSION RECOMMENDATION:

The 2025 Delegation Agreement was approved by the PACOG Board by unanimous consent at their December 12, 2024 meeting. (Signed Agreement will be available prior to second reading)

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

If City Council does not approve this Ordinance, PACOG will look at other options for the operation of the PACOG Metropolitan Planning Organization which is responsible for transportation planning for the Pueblo Urbanized Planning Area and the Pueblo Rural Transportation Planning Region.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. 2025 PACOG - City Delegation Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING A DELEGATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO AREA COUNCIL OF GOVERNMENTS FOR 2025 TRANSPORTATION PLANNING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Agreement for Transportation Planning Services effective January 1, 2025, between the Pueblo Area Council of Governments (PACOG) and the City of Pueblo, a Municipal Corporation, to provide transportation and planning services, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

DELEGATION AGREEMENT FOR TRANSPORTATION PLANNING AND IMPROVEMENT SERVICES FOR 2025 CALENDAR YEAR

THIS DELEGATION AGREEMENT FOR TRANSPORTATION PLANNING AND IMPROVEMENT SERVICES ("**Agreement**") is made and entered into effective the 1st day of January 2025, by and between the Pueblo Area Council of Governments ("**PACOG**"), the City of Pueblo, a Colorado municipal corporation, ("**City**") (individually "**Party**" and collectively "**Parties**").

WITNESSETH:

WHEREAS, PACOG serves as the Metropolitan Planning Organization ("**MPO**") for the Pueblo Urban Area, and the Transportation Planning Region ("**TPR**") for all of Pueblo County, Colorado;

WHEREAS, PACOG is eligible to receive funds to perform the work tasks for these activities and has entered one or more agreements with the State of Colorado and/or the U.S. Department of Transportation for transportation planning and improvement projects whereby funding may be made available to PACOG under provisions of said agreements, and statutes, laws and regulations referenced in said agreements;

WHEREAS, City has the authority, capacity, and ability to undertake such transportation planning and improvement projects; and

WHEREAS, PACOG desires to contract with City to provide services, activities, and project execution required of PACOG under the aforesaid agreements through the City of Pueblo Urban Transportation Planning Division ("**UTPD**"), and others.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties hereto do mutually agree as follows:

1. WORK TASKS; RESPONSIBILITIES OF CITY

(a) City agrees to satisfactorily perform and complete, using its own employees, employees of Pueblo County ("**County**") or such consultants or contractors selected by PACOG in accordance with the regulations and policies of the Colorado Department of Transportation ("**CDOT**") and the Federal Highway Administration ("**FHWA**"), the planning services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the amended FY 2024-2025 Unified Planning Work Program adopted by PACOG Resolution 2024-026 August 22, 2024, incorporated herein by reference, in full compliance with all provisions of this Agreement.

(b) City is authorized to have pre-approved staff from County work mutually with City staff, and consultants to complete work for services, activities, and project execution required of PACOG as identified in the Scope of Work included as Appendix A attached hereto and incorporated herein by this reference.

City represents that it: (i) has the requisite authority and capacity to perform the services and work contemplated in the amended FY 2024-2025 UPWP, as approved, and; (ii) that it is a

home rule city and political subdivision of the State of Colorado; (iii) that it is fully aware of and understand its duty to perform all functions and services in accordance with the regulatory requirements set forth in 23 C.F.R. Parts 420 and 450 and 49 C.F.R. Part 18 and those identified in the Memorandum of Agreement ("MOA") adopted by PACOG on October 26, 2023, and incorporated herein by reference, in full compliance with all the provisions of this Agreement.

2. RESPONSIBILITIES OF PACOG

PACOG shall designate a representative who will be authorized to make all necessary decisions required of PACOG on behalf of PACOG in connection with the performance of this Agreement and the disbursement of funds in connection with the program. In the absence of such a designation, the Mayor of the City and the County's Attorney, acting jointly, shall be deemed as PACOG's authorized representative.

3. CITY'S COMPENSATION AND METHOD OF PAYMENT

(a) PACOG will pay to City, an amount up to that specified in subparagraph (d) of this paragraph as full compensation for all services and work to be performed or undertaken by City under this Agreement which is within the amended FY 2024-2025 UPWP, as approved. Payment of funds to City are subject to the following requirements, which shall be conditions precedent to payment: (i) that City staff time has been expended for eligible activities or City has obligated or expended funds for eligible approved expenditures, (ii) that City is not in default of any material provisions of this Agreement nor applicable law or regulation, (iii) that City has submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items, (iv) that, if required by the terms or conditions of an applicable financial assistance agreement, City has certified with each payment or reimbursement request compliance with the requirements identified in the MOA and that all staff time and obligations or expenditures for which payment is sought were made for and in furtherance of an approved project or work and are an eligible use of assistance under the law and regulations applicable to such assistance, and (v) that PACOG has timely received from CDOT and local agency matches sufficient funds to make the payment or reimbursement hereunder.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable regulations including but not limited to those contained in the MOA and those set forth in 49 C.F.R. Part 18, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the FY 2024-2025 UPWP, as amended.

(c) Expenses for pre-approved County staff time and other eligible reimbursable expenses shall be paid to the County following the submittal and approval of invoices detailing the eligible reimbursement items.

(d) PACOG shall pay to City for services covered by the amended FY 2024-2025 UPWP, as approved a sum not to exceed the amounts identified in the FY 2024 PACOG budget (\$887,478.62) and/or rates set forth in those documents as incorporated herein by reference and as may be amended in writing, in full compliance with all the provisions of this Agreement.

In the event PACOG requests or authorizes work beyond or in addition to that set forth in the

amended FY 2024-2025 UPWP, as approved, PACOG shall pay additional compensation to the City. The amount of such additional compensation shall be negotiated, but in the event the parties fail to negotiate or are unable to agree regarding compensation, City shall be compensated for staff time and its costs at the rates set forth in paragraph (d) above, and for the work of subcontractors and consultants in an amount equal to the reasonable actual cost to City.

4. TERM OF AGREEMENT.

The term of this Agreement shall be from January 1, 2025, to December 31, 2025, unless sooner terminated as herein provided.

5. TERMINATION OF AGREEMENT.

(a) For Cause. This Agreement may be terminated by PACOG for cause, including any nonperformance by City, upon thirty (30) days written notice to City including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the PACOG's governing body at a regular or special meeting of same whose decision shall be final. The determination of the PACOG as to the cause of termination and the appropriateness thereof shall be final and binding upon both PACOG and the City. Cause for termination shall mean any material failure by City to comply with any term of this Agreement.

(b) For Convenience. This Agreement may be terminated for convenience in accordance with the provisions of 49 C.F.R. § 18.44. This Agreement shall automatically terminate at the end of its term as well as in the event of any suspension, reduction, or non-receipt of the financial assistance or State or Federal grant funds by PACOG.

(c) Post Termination Procedures. In the event of termination, City shall cease further work and City shall be entitled to receive just and equitable compensation for satisfactory work performed through the date of termination for which compensation has not previously been paid nor reimbursement made.

6. ASSIGNABILITY.

This Agreement shall not be assigned or transferred by either party without the prior written consent of the other party. Any assignment or attempted assignment made in violation of this provision shall, at the non-assigning party's election, be deemed void and of no effect whatsoever.

7. CONFLICT OF INTEREST.

City certifies that neither it nor any members of its City Council, officers, or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect 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. City shall avoid all conflicts of interest which are prohibited by applicable federal regulations, if any, including but not limited to those set forth in 49 C.F.R. § 18.36(b)(3) as presently promulgated and as same may be revised from time to time in the future.

8. CITY RECORDS.

City shall maintain records as to services provided, reimbursable expenses incurred in performing the Work Tasks, and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by PACOG's auditor and acceptable to CDOT and FHWA. City agrees to comply with all applicable uniform administrative requirements described or referenced in applicable state or federal regulations, including those set forth in the MOA as a part of this Agreement. PACOG, CDOT, the Comptroller General of the United States, the Inspector General of the U.S. Department of Transportation, and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers, electronic media, and records of City which relate to this Agreement for the purpose of making an audit or examination. Upon completion of the work and end of the term of this Agreement, the PACOG may require that a copy of all of City's financial records relating to this Agreement to be turned over to PACOG.

9. MONITORING AND EVALUATION.

PACOG shall have the right to monitor and evaluate the progress and performance of City to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with CDOT's, FHWA's, FTA's, PACOG's and other applicable monitoring and evaluation criteria and standards. PACOG may quarterly review City performance using on-site visits, progress reports required to be submitted by City, audit findings, disbursement transactions and contact with City as necessary. If requested, the City shall furnish to the PACOG periodic but not less frequently than quarterly program and financial reports of its activities in such form and manner as may be requested by the PACOG. City shall fully cooperate with PACOG relating to such monitoring and evaluation.

10. CITY FILES AND INFORMATION REPORTS.

City shall maintain files, including electronic media, 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, if any. These records shall be retained by City for a period of three (3) years after the completion of the Work Tasks.

11. INDEPENDENCE OF CITY.

Nothing herein contained nor the relationship of the Parties, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make City or any of City's agents or employees the agents or employees of the PACOG. City shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

12. LIABILITY: INSURANCE.

As to PACOG, City agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including the loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by City or by the conditions created thereby; provided, however, that nothing in this paragraph is intended, nor should it be construed, to create or extend any right, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred under of by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., City shall provide insurance on its employees complying with the requirements of State law.

13. SPECIAL REQUIREMENTS APPLICABLE TO IMPROVEMENTS TO PROPERTY.

(a) In addition to all procurement requirements otherwise applicable to City pursuant to any other provision of this Agreement or pursuant to any Requirement of law or regulation incorporated in this Agreement by reference, if any portion of the funds provided to City under this Agreement are to be used for making improvements to real property, including new construction, rehabilitation, or remodeling, then in such event City shall comply with all requirements of this Paragraph 13.

(b) No improvements shall be undertaken to real property with funds (or reimbursement) provided hereunder unless and until: (i) plans and specifications therefore have been prepared by either a registered Professional Engineer in good standing and duly licensed to practice in the State of Colorado or an Architect duly licensed and authorized to conduct a practice of architecture in the State of Colorado; and (ii) all construction contracts for improvements for which payment is sought from PACOG shall have been awarded only after an open, competitive bidding process which allows qualified contractors to reasonably participate.

(c) If this Paragraph 13 is applicable, no disbursement of funds to City shall be made by PACOG hereunder unless and until all conditions precedent to payment specified elsewhere in this Agreement have been satisfied and City files with PACOG's designated representative a written request for payment signed by an architect, engineer, or an officer of City that certifies (i) that the amounts included in the request for payment have not been included in any prior request for payment, and (ii) that the improvements listed therein for which payment is sought have been completed in accordance with the approved plans and specifications therefor.

(d) In every contract for construction of improvements for which payment or reimbursement from PACOG is to be provided under this Agreement, City shall include a contract clause or clauses, requiring the contractor, and all of the contractor's subcontracts of all tiers, to comply with the applicable requirements of the Davis-Bacon Act and implementing regulations, and to pay all laborers and mechanics engaged in work upon the improvements at the prevailing wage rates for such work as determined by the U.S. Department of Labor.

14. EQUAL EMPLOYMENT OPPORTUNITY.

In connection with the performance of this Agreement, City shall comply with the provisions of Title VI of the Civil Rights Act of 1964 and the Title VI assurance executed by PACOG and the State of Colorado under 23 U.S.C. § 324 and 29 U.S.C. § 794 and the provisions of the Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the U.S. DOT implementing regulations (49 C.F.R. § 27.37 and .38) as certified in the FY 2024-2025 UPWP.

15. ENTIRE AGREEMENT; AMENDMENTS.

The provisions set forth in this Agreement, and all documents as incorporated herein by reference, in full compliance with all the provisions of this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provision of this Agreement, shall be binding unless made in writing and executed by the duly authorized officers of the Parties.

16. SIGNATURES.

The persons signing this Agreement on behalf of each party represent and warrant that such persons and their respective party have the requisite power and authority to enter, execute and deliver this Agreement and this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

[SIGNATURE PAGE AND APPENDIXES FOLLOWS]

IN WITNESS, WHEREOF, CITY Parties have executed this Agreement effective as of the date first above written and under the laws of the State of Colorado.

ATTEST:

PUEBLO AREA COUNCIL OF GOVERNMENTS

By _____
Secretary

By _____
Chairperson

ATTEST:

CITY OF PUEBLO

By _____
City Clerk

By _____
Mayor, Heather Graham

APPROVED AS TO FORM:

Department of Law, City of Pueblo:

By _____
City Attorney

APPENDIX A

SCOPE OF WORK

CITY is authorized to pre-approved staff from COUNTY to work mutually with CITY staff, and consultants to complete work for transportation planning services, activities, and project execution required of PACOG for planning services and items of work including all labor and materials encompassed within or reasonably necessary to accomplish the assigned tasks and functions described in the amended FY 2024-2025 Unified Planning Work Program adopted by PACOG Resolution 2024-026 on August 22, 2024.

PROFESSIONAL FEE SCHEDULE

CITY shall compensate the COUNTY for the Scope of Services, approved by CITY, in accordance with paragraph 3.C. above, in the following manner:

1. An hourly fee comprised of the employee's hourly rate and benefits, excluding administrative and overhead charges, for the completion of approved work documented and approved from invoices submitted by COUNTY.
2. Reimbursement of qualifying additional expenses authorized for the satisfactory performance and completion, of the planning services and items of work in accordance with the regulations and policies of the Colorado Department of Transportation (CDOT) and the Federal Highway Administration (FHWA), encompassed within or reasonably necessary to accomplish the tasks and functions described in the amended FY 2024-2025 UPWP, as adopted by PACOG Resolution 2024-026 on August 22, 2024.
3. The Scope of Work for COUNTY staff that is subject to approval by CITY shall be specifically for eligible transportation planning activities that include work tasks the following tasks identified in the amended FY 2024-2025 UPWP:
 - i) Initiate discussions with MPO stakeholders regarding the creation of a Pueblo Regional Transportation Authority (RTA) or other dedicated funding sources for transportation.
 - ii) Integrating transit, bicycle and pedestrian planning into all transportation planning efforts.
 - iii) Review proposed major county subdivision proposals, zoning changes, site plans, planned developments and land use issues for impacts to the transportation system and require amendment of the PACOG Long Range Transportation Plan.
 - iv) Assist PACOG members by providing information and other assistance with transportation

- v) Participate in professional training and conferences via teleconferencing, e-mail discussion lists, and webinars.
- vi) Attend FHWA/FTA training programs and other transportation conferences for technical or professional training.
- vii) Meet with FHWA and CDOT monthly for MPO updates and discussion
- viii) Assist in providing accurate and current information for the PACOG MPO/TPR website.
- ix) Prepare demographic data as needed for transportation modeling used for special studies and/or project consultants.
- x) Analyze and document current and updated traffic count data for the Pueblo area.
- xi) Analyze and document current and updated collision data for trends and recommended solutions to reduce crash rates.
- xii) Review transit system expansion and route service in planning projects and sub-area studies.
- xiii) Obtain, update, convert, refine, and maintain surface roadway systems data for the Pueblo area. This includes national highway system, state highway system, county and local roadways.
- xiv) Obtain, update, convert, refine, and maintain transit systems data for the Pueblo area. This includes updating of route and stop location changes.
- xv) Utilize the PACOG Travel Demand Model program to run scenarios involving roadway improvements and construction on new transportation routes to evaluate costs and benefits.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 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 ESTABLISHING PROJECT NUMBER PL2402, AND AUTHORIZING THE TRANSFER OF \$24,000 FROM THE PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT PROFESSIONAL SERVICES ACCOUNT INTO PROJECT PL2402, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$24,000 RELATING TO THE PUEBLO AFFORDABLE HOUSING PROCEDURE UPDATES PROJECT

SUMMARY:

This Ordinance establishes the Pueblo Affordable Housing Procedure Project, PL2402, authorizes the transfer of \$24,000 from the Planning and Community Development Department Professional Services account, and budgets and appropriates the \$24,000 into the Project.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The purpose of this Ordinance is to establish the Pueblo Affordable Housing Procedure Project, PL2402 and transfer of \$24,000 from the Planning and Community Development Department Professional Services account that will be the local matching funds for a \$96,000 Colorado Department of Local Affairs grant that has been awarded to the City. The approval of the grant agreement and budgeting and appropriating of the grant funds will be included in a separate Ordinance. The Project will implement land use development code amendments that seek to expedite the review and approval of affordable housing projects; enact a process that will streamline affordable housing and improve inter-agency collaboration; purchasing, implementing or upgrading software or IT solutions; advancing planning efforts to identify properties for potential development of future affordable housing; and establishing a process for tracking and documenting of Prop 123-related commitments for fast track compliance of affordable

housing project applications and building permits. The City will engage a consultant to work with City staff to develop these processes and procedures.

FINANCIAL IMPLICATIONS:

The funding sources for the Pueblo Affordable Housing Procedure Project are as follows:

Planning & Community Development Professional Services \$24,000

This Project will require staff time from the Planning and Finance Departments for grant management and consultant oversight.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

It is anticipated that a public engagement process will be completed with affordable housing developers, architects, engineers, and funding entities to provide their feedback and suggestions on ways to develop a fast-track process for reviewing affordable housing development plans, and the issuance of building permits.

ALTERNATIVES:

If the funding and Grant Agreement are not approved, the Project will not move forward.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Pueblo LPC Award Letter 10.25.24

ORDINANCE NO.

AN ORDINANCE ESTABLISHING PROJECT NUMBER PL2402, AND AUTHORIZING THE TRANSFER OF \$24,000 FROM THE PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT PROFESSIONAL SERVICES ACCOUNT INTO PROJECT PL2402, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$24,000 RELATING TO THE PUEBLO AFFORDABLE HOUSING PROCEDURE UPDATES PROJECT

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

SECTION 1.

Project No. PL2402, Pueblo Affordable Housing Procedure Updates Project, is hereby established.

SECTION 2.

Funds in the amount of \$24,000 are hereby transferred from the Planning and Community Development Department 2024 Professional Services Account and budgeted and appropriated into Project PL2402.

SECTION 3.

The Mayor is authorized to execute and deliver the Agreement in the name of the City and the City Clerk is directed to affix the seal of the City.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk



COLORADO
Department of Local Affairs
Division of Local Government

October 25, 2024

The Honorable Heather Graham, Mayor
City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

RE: LPC Grant Award #24-055 Pueblo - Affordable Housing Procedure Updates

Dear Mayor Heather Graham:

Congratulations! After thorough review, I am excited to offer a Local Planning Capacity grant award in the amount of \$96,000 to support the City of Pueblo's project "Affordable Housing Procedure Updates."

This grant program was established by Proposition 123, the State Affordable Housing Fund and is one of several new funding programs available through the Department of Local Affairs (DOLA).

The program supports local government efforts to implement systems that fast track or expedite the development review process for affordable housing and can also support local government capacity to achieve local affordable housing goals and maintain eligibility for Proposition 123 funding.

Your project was reviewed based on a variety of factors including readiness, impact on housing, support from local leadership, and local context. DOLA Program staff are available at any point for assistance as needed with your project. We support your efforts and are excited to share your results with other local governments, the Governor's Office, and the legislature.

Please contact the LPC Program Manager, Robyn DiFalco, robyn.difalco@state.co.us, for additional information on how to proceed with contracting. Please refrain from spending grant funds until a grant agreement is fully executed. Activities that occur prior to grant execution cannot be reimbursed.

I wish you success with your project. Thank you for advancing efforts to build more attainable and affordable housing across the state.

Sincerely,

Maria De Cambra
Executive Director

cc: Nick Hinrichsen, State Senator
Tisha Mauro, State Representative
Scott Hobson, Director of Planning & Community Development
Tara Marshall, DLG Regional Manager





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 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 A DATA USE AGREEMENT BETWEEN THE PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAID AGREEMENT

SUMMARY:

This Ordinance approves a data use agreement between the Public Health Department of Pueblo and the City of Pueblo, a Colorado Municipal Corporation.

PREVIOUS COUNCIL ACTION:

Approval of Ordinance 10139

BACKGROUND:

As part of an ongoing program/grant the City will provide the County with call data as part of a targeted outreach program.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. City of Pueblo Data Agreement 2025

ORDINANCE NO.

AN ORDINANCE APPROVING A DATA USE AGREEMENT BETWEEN THE PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAID AGREEMENT

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

SECTION 1.

The Data Use Agreement between Pueblo Department of Public Health and Environment and the City of Pueblo, a Colorado Municipal Corporation, a copy of which is attached hereto and incorporated herein by this reference, having been approved as to form by the City Attorney is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver said Agreement in the name of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk is directed to attest the same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

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

Data Use Agreement

THIS DATA USE AGREEMENT (the "Agreement") with an effective date of _____ is between **City of Pueblo, a Colorado municipal corporation** ("City") and the **Pueblo Department of Public Health and Environment** ("PDPHE").

WHEREAS, PDPHE desires to receive and use only Limited Data Set or other data set, as defined or otherwise identified herein, from City; and

WHEREAS, the City is willing to provide requested data to PDPHE subject to the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties agree as follows:

1. **Definitions.** The following terms as used in this Agreement shall have the following ~~meanings~~ ~~meanmg~~:

"Limited Data Set" is Protected Health Information that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual:

- A. Names;
- B. Postal address information, other than town or city, state, and zip code;
- C. Telephone numbers;
- D. Fax numbers;
- E. Electronic mail addresses;
- F. Social security numbers;
- G. Medical record numbers;
- H. Health plan beneficiary numbers;
- I. Account numbers;
- J. Certificate/license numbers;
- K. Vehicle identifiers and serial numbers, including license plate numbers;
- L. Device identifiers and serial numbers;
- M. Web Universal Resource Locators (URLs);
- N. Internet Protocol (IP) address numbers;
- O. Biometric identifiers, including finger and voice prints; and
- P. Full face photographic images and any comparable images.

"Confidential Information" means Personal Identifying Information as defined pursuant to § 24-73-101, C.R.S., and Protected Health Information and Electronic Protected Health Information as those terms are defined in the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act and the regulations issued thereunder (collectively, the "Privacy Regulations").

"De-Identified Data" means health information which is not individually identifiable

health information and has been de-identified to meet the standards required pursuant to 45 C.F.R. § 164.514.

"PDPHE Requested Fire Department Data Set" means Calls for Service (OD calls, ~~zipcode~~zip code, date, and time) and Narcan Use (Date, condition upon arrival, condition upon departure, primary impression, age, ~~zipcode~~zip code)

2. **Limited Data Sets.** The City will disclose PDPHE Requested Fire Department Data Set to PDPHE. The data sets will be submitted to PDPHE by the 15th of each month by email in an Excel file to PDPHE at datruill@pueblounty.us. PDPHE represents and warrants that transmission of the PDPHE Requested Fire Department Data Set in the manner requested and to said site complies with the Privacy Regulations. Prior to any use, PDPHE shall assure that any such data qualifies as Limited Data Set as herein defined. PDPHE shall be solely responsible for and liable for such determination. In accordance with the Privacy Regulations, PDPHE shall not use and shall return to City any such data that does not qualify as Limited Data Set and shall use all appropriate reasonable safeguards to prevent the use or disclosure of such unqualifying data. In addition, any use shall be subject to the following terms and conditions:

Commented [HG1]: Please confirm the accuracy of this email address

(a) Use of Limited Data Set. PDPHE may use and disclose the Limited Data Set only for purposes of the Pueblo County Partnership for Data Project which use PDPHE, represents and warrants is a qualifying purpose under the Privacy Regulations for use of Limited Data Set, and PDPHE shall not use or disclose the Limited Data Set in any manner that would constitute a violation of the Privacy Regulations if used or disclosed by the City. PDPHE agrees not to use the Limited Data Set in such a way as to identify any individual and further agrees not to contact any individual. PDPHE shall limit the use or receipt of the Limited Data Set to the organizations participating in the Pueblo County Partnership for Data Project who have executed an agreement required pursuant to ~~below~~ Section 5, herein.

(b) Safeguards against Misuse of Information. PDPHE shall use all appropriate reasonable safeguards to prevent the use or disclosure of the Limited Data Set other than as permitted under this Agreement. ~~The~~—PDPHE shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Limited Data Set.

(c) Reporting of Disclosures of Protected Health Information. The PDPHE shall, within ten (10) calendar days of becoming aware of any use or disclosure of the Limited Data Set in violation of the Agreement, report any such disclosure to Pueblo Fire Chief, Pueblo Fire Department, 151 Bonforte Blvd Pueblo, CO 81003; with copy to: City Attorney, City of Pueblo, 1 City Hall Place, 3rd Floor, Pueblo CO 81003.

(d) Liability and Indemnification. PDPHE shall be liable to the City and to the extent permitted by law shall indemnify and hold the City harmless from and against any and all liability and costs, including court costs, attorney's¹ and consultancy fees, created by a breach of this Agreement by PDPHE, its agents, subcontractors or organizations participating in the Pueblo County Partnership for Data Project. No term or condition of

this Agreement may be construed or interpreted as a waiver, express or implied, or any of the immunities, rights, benefits, protections or other provisions for the parties, of the Colorado Governmental Immunity Act, ~~C.R.S. §~~ Section 24-10-101 *et seq.*, C.R.S.

(e) Notice of Request for Data. The PDPHE agrees to notify the City within three (3) business days of the PDPHE's receipt of any request or subpoena for the Limited Data Set or other Protected Health Information. If the City decides to challenge the validity of or assume responsibility for responding to such request or subpoena, the PDPHE shall cooperate fully with the City in connection therewith.

(f) Injunction. PDPHE acknowledges and agrees that the City will suffer irreparable damage upon ~~the PDPHE's~~ breach of this Agreement and that monetary damages will be an inadequate remedy for such breach. ~~The PDPHE~~ acknowledges and agrees that the City may seek an action for an injunction to enforce the terms of this Agreement against ~~the PDPHE~~, in addition to any other remedy the City may have at law or in equity.

(g) Ownership of Information. PDPHE acknowledges that, as between the PDPHE and the City, the Limited Data Set furnished to the PDPHE under this Agreement by City shall be and remain the sole property of the City, including any and all forms of the same developed by the PDPHE in the course of its fulfillment of its obligations under this Agreement.

3. **De-Identified Data.** To the extent PDPHE may prepare De-Identified Data based upon the Limited Data Set requested by PDPHE, PDPHE shall ~~assure-ensure that any~~ such data qualifies as De- Identified Data as herein-defined herein. PDPHE shall be solely responsible for and liable for such determination and use.

4. **Police Department Data Set.** The City will disclose to PDPHE monthly drug related referrals, arrests by category of drug and zip code, and calls for service (call, OD call, ~~zip code~~zip code, date, and time). The ~~data sets~~Police Department Data Set will be submitted to PDPHE by the 15th of each month by email in an Excel file to PDPHE at data@pueblounty.us.

5. **Disclaimer of Warranty.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL DATA SET PROVIDED BY CITY UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITH ALL FAULTS, AND CITY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO ANY DATA SET, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, OR THAT ANY DATA SET WILL OPERATE ERROR FREE, UNINTERRUPTED OR BE FREE OF VIRUSES. THE ENTIRE RISK AS TO THE SELECTION, SATISFACTION, QUALITY AND PERFORMANCE AND USE OF THE DATA SET SHALL BE WITH PDPHE.

6. **Data Breach.** In the event of a breach of Confidential Information that PDPHE may have pursuant to this Agreement, PDPHE shall report such breach to City immediately, but in no

event more than five (5) days after discovering the breach. A breach shall be treated as discovered at the point when any member of the PDPHE's workforce, contractors, agents, officials or organizations participating in the Pueblo County Partnership for Data Project is aware, or would be aware by exercising reasonable diligence, of the breach. A full written report will be provided to City no later than ten (10) business days from the date PDPHE becomes aware of the Breach.

(a) Any written report shall include, at a minimum: ~~(ia)~~ the identification of the data ~~has been, as well as any data or is~~ reasonably believed to have been, accessed, acquired, or disclosed during the breach; ~~(iib)~~ a description of ~~what happened the breach,~~ including the date of the breach and the date of discovery of the breach; ~~(iiie)~~ a description of the types of data that were involved in the breach; ~~(ivd)~~ steps individuals should take to protect themselves from potential harm resulting from the Breach; ~~(ve)~~ the identity of who made the non-permitted access, use or disclosure and who received the ~~noun~~-permitted access, use or disclosure, ~~(vif)~~ a description of the PDPHE's investigation and response to the breach, ~~(viig)~~ actions taken to prevent any further non-permitted access, uses or disclosures, and ~~(viiih)~~ actions taken to mitigate any deleterious effect of the non-permitted access, use or disclosure. PDPHE will provide additional information to City as requested.

(b) Mitigation and Cooperation. PDPHE shall mitigate, at PDPHE's sole cost and expense, any harmful effect that is known to it for the breach or use or disclosure of Confidential Information by PDPHE in violation of this Agreement. City shall ensure a breach risk assessment is conducted to determine whether Confidential Information has been compromised and notification to affected ~~I~~individuals is required. PDPHE shall cooperate with City in the investigation of the event, conducting a breach risk assessment, and notification of ~~I~~individuals as required by the Privacy and Security Regulations. City may delegate any or all aspects of the investigation, breach risk assessment, and notification of individuals to PDPHE.

(c) Notification Costs Related to Breach-of-PHI. In the event of a breach of Confidential Information caused by PDPHE, the costs related to notifying the affected ~~I~~individuals shall be borne by PDPHE. Such costs, if appropriate and reasonable under the circumstances, may include the actual cost of notification, setting-up and managing a toll- free number, and credit monitoring.

7. **Agreements by Third Parties.** PDPHE shall obtain and maintain an agreement with each organization participating in the Pueblo County Partnership for Data Project who shall receive or have access to the Limited Data Set or other data provided by City under this Agreement. Pursuant to such agreement, each organization shall agree to be bound by the same restrictions, terms, conditions of use that apply to PDPHE pursuant to this Agreement. PDPHE shall ensure that such organizations ~~s~~ agree to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the Limited Data Set and other data provided by City under this Agreement.

8. **Term.** This Agreement will begin on the Effective Date and will continue until December 31, 2027 (the "Term") unless sooner terminated pursuant to the terms of this

Agreement. Limited Data Set or other data provided by City to PDPHE in accordance with this Agreement must be destroyed upon termination. This Agreement may not be extended or renewed, and the parties must enter into a new data use agreement upon termination of this Agreement.

(a) Termination. PDPHE reserves the right to terminate this Agreement upon thirty (30) days prior written notice to City if City materially fails to fulfill the terms of the Agreement or materially violates its conditions. The City may terminate this Agreement at any time.

(b) Data contained in a Limited or De-Identified Data Set shall not be subject to obligations to return such data to City and the obligations and liabilities set forth in the above Sections 2, 3, 6, and 7 pertaining to such Limited Data Set or other data provided by City will survive any termination or expiration of the Agreement.

9. **Additional Provisions.**

(a) Force majeure. Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of electrical outage, strike, natural disaster, or any other event beyond the control of the party, which makes performance impossible or impractical.

(b) Amendment to Comply with Law. PDPHE and the City agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 164) and the Security Standards (45 C.F.R. Part 164) (collectively, the "Standards") promulgated or to be promulgated by the Secretary of the Department of Health and Human Services, and with other changes in law. PDPHE agrees that it will fully comply with all such Standards and that it will agree to amend this Agreement as may be required to maintain compliance with the Standards.

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

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

(e) No Third Party Beneficiaries. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party.

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

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

(h) Attorney's Fees and Costs of Collections. In the event that it becomes necessary for the City to bring any action or proceeding to enforce any provision of this Agreement, to recover damages for breach of this Agreement, or to seek specific performance of this Agreement, the City shall be entitled to collect its reasonable ~~attorneys~~attorney's fees, costs of suit, and costs of collection as part of the judgment in such action or proceedings.

(i) Certain Provisions Survive Expiration and Termination. The obligations and liabilities of PDPHE set forth in Sections 2, 3, 6, and 7 of this Agreement shall survive any termination or expiration of the Agreement.

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

(k) Assignment. Except as otherwise expressly provided in this Agreement, this Agreement shall not be assigned by PDPHE.

(l) Notices. Any notices required pursuant to this Agreement shall be in writing and sent by mail or by facsimile addressed as identified below:

City: Pueblo Fire Chief, Pueblo Fire Department, 151 Bonforte Blvd.,
Pueblo, CO 81003;

Pueblo Police Chief, Pueblo Police Department, 200 S. Main Street,
Pueblo, CO 81003;

with copy to:

City Attorney, City of Pueblo, 1 City Hall Place, 3rd Floor, Pueblo, CO
81003

PDPHE: Pueblo Department of Public Health and Environment,
Randy Evetts, Public Health Director, 101 W 9th St., Pueblo, CO
81003

Executed at Pueblo, Colorado, the day and year first above written. PUEBLO
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

Randy Evetts, Public Health Director

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION,

Heather Graham, Mayor

Attest:

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 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 ACCEPTING AN EASEMENT AND RIGHT OF WAY FROM THE PUEBLO URBAN RENEWAL AUTHORITY, A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, TO THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR THE PURPOSE OF STORM DRAINAGE AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

SUMMARY:

Attached is an Ordinance accepting an easement and right of way from the Pueblo Urban Renewal Authority, for the purpose of storm drainage.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

This Ordinance accepts an easement and right of way from the Urban Renewal Authority.

The design and construction of the storm sewer was placed outside the existing easement; therefore, it was determined the best course of action was to change the easement location to match the location of the storm sewer line.

FINANCIAL IMPLICATIONS:

None

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

Not applicable

ALTERNATIVES:

Rejection of this agreement will result in the City not being able to complete the necessary work on the Pueblo Urban Renewal Authority property.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Signed Easement and Right of Way
2. PURA Background Paper
3. PURA Resolution 2024-32

ORDINANCE NO.

AN ORDINANCE ACCEPTING AN EASEMENT AND RIGHT OF WAY FROM THE PUEBLO URBAN RENEWAL AUTHORITY, A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, TO THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR THE PURPOSE OF STORM DRAINAGE AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

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

SECTION 1.

The Easement and Right of Way, by the Pueblo Urban Renewal Authority, a Body Corporate and Politic of the State of Colorado, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement for and on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall 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 herein. The City Clerk is directed to cause the Easement Agreement to be recorded in the office of the Pueblo County Clerk and Recorder in accordance with the terms of the Memorandum of Agreement.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

EASEMENT AND RIGHT OF WAY

THIS EASEMENT, granted this 21 day of NOVEMBER, 2024, by Pueblo Urban Renewal Authority, a Body Corporate and Politic of the State of Colorado, Grantor, to PUEBLO, a Municipal Corporation, Grantee:

WITNESSETH:

THAT IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Grantee, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, an easement and right of way for the purpose of storm drainage in, through, over, under and across Grantor's property situated in Pueblo County, Colorado, commonly known as a portion of Lot 2, Historic Arkansas Riverwalk Project, Filing Three as recorded in the office of the Pueblo County Clerk and Recorder's office (the "Property")

See attached Exhibits "A" and "B"

TOGETHER WITH the right to enter upon the Property for the purposes of construction, replacement, maintenance, control, and repair, and the right to use so much of the adjoining property of Grantor for said purposes. The Grantor reserves the right to use and occupy the Property for any purpose not inconsistent with the right and privilege above granted and which will not interfere with or endanger any of Grantee's equipment or facilities therein or use thereof. Such reservation by the Grantor shall in no event include the right to locate or erect or cause to be located or erected on the Property any building or any other structure or manufactured or mobile home or trailer unit.

Grantor warrants to Grantee that Grantor (a) has good and sufficient right and title in and to the Property and full power to grant this easement and right-of-way, and (b) will defend Grantee's quiet and peaceful possession of the Property and easement and right-of-way against all persons who may lawfully claim title to the property.

“Grantee” shall include the plural and the feminine. This Easement And Right Of Way shall be binding upon, and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the Grantor and Grantee.

SIGNED this 21 day of NOVEMBER, 2024.

GRANTOR

By: [Signature]
Executive Director of Pueblo Urban Renewal

[illegible]

The foregoing instrument was acknowledged before me this 21 day of NOVEMBER, 2024,
By JERRY M. PACHECO as Executive Director of Pueblo Urban Renewal Authority, a Body
Corporate and Politic of the State of Colorado.

Witness my hand and official seal.

My commission expires: 2/28/2026

(SEAL)

CHERISH KATHLEEN DEEG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184009529
MY COMMISSION EXPIRES 02/28/2026

~~Notary Public~~

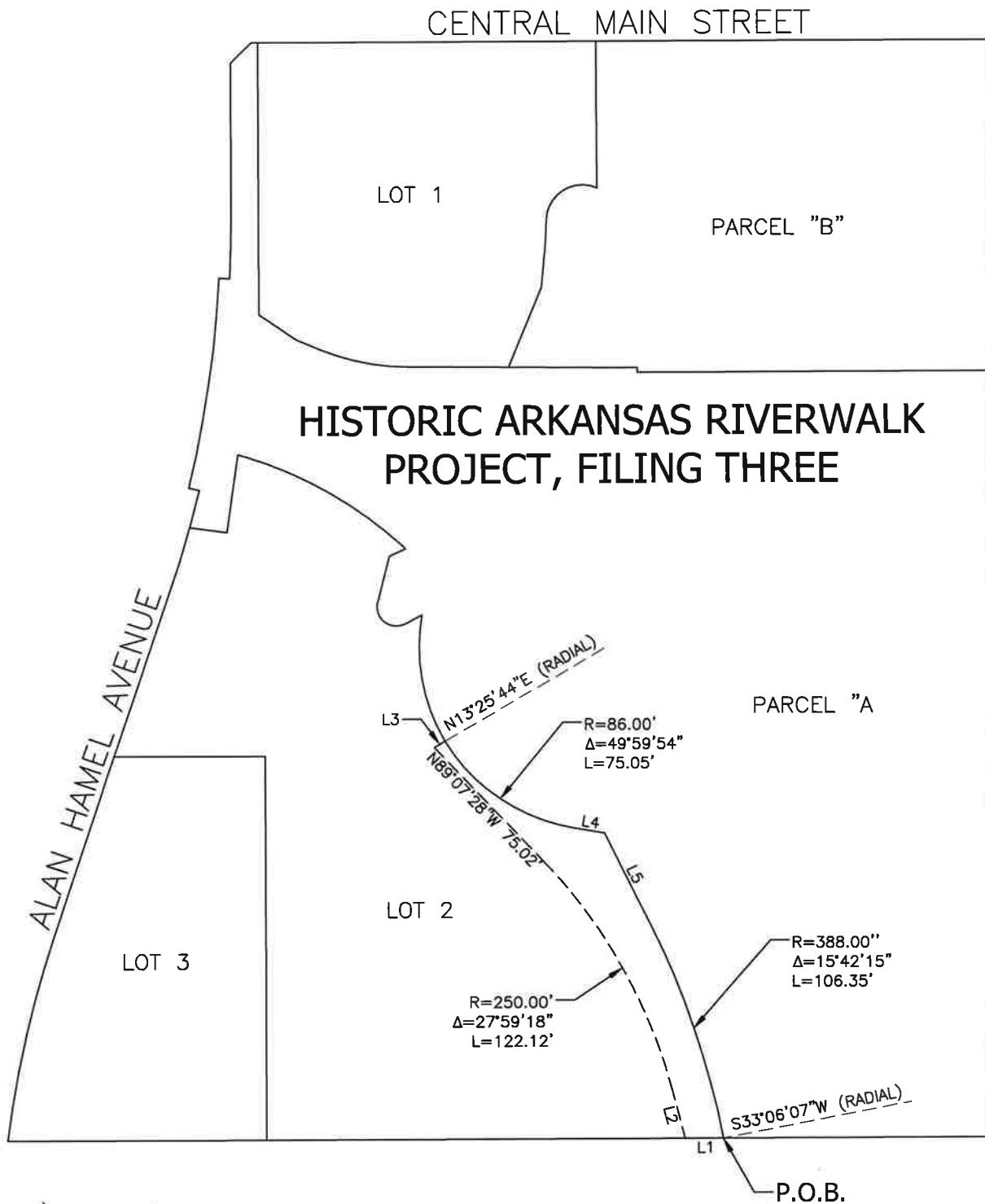
Exhibit "A"

A storm sewer easement within a portion of Lot 2, Historic Arkansas Riverwalk Project, Filing Three as recorded in the office of the Pueblo County Clerk and Recorder's office and more particularly described as follows:

Beginning at the most easterly corner of Lot 2, Historic Arkansas Riverwalk Project, Filing Three; thence S43°56'28"W along the easterly line of said Lot 2 a distance of 17.82'; thence departing the easterly line of said Lot 2, N61°08'10"W a distance of 24.22'; thence along a tangent curve to the left having a radius of 250.00', a delta of 27°59'18", and a distance of 122.12'; thence N89°07'28"W, a distance of 75.02'; thence N13°25'44"E, a distance of 5.84' more or less to a point on the northerly line of said Lot 2; thence along a tangent curve to the left, having a radius of 86.00', a delta of 49°59'54", and a distance of 75.05'; thence N53°25'50"E, a distance of 14.12'; thence S72°35'38"E, 47.99'; thence along a tangent curve to the right having a radius of 388.00', a delta of 15°42'15", and a distance of 106.35', more or less to the easterly line of said Lot 2 and the Point of Beginning.

This easement contains a calculated area of 3,920.45 square feet, more or less.

EXHIBIT "B"



#	BEARING	DISTANCE
L1	S43°56'28"W	17.82'
L2	N61°08'10"W	24.22'
L3	N13°25'44"E	5.84'
L4	N53°25'50"E	14.12'
L5	S72°35'38"E	47.99'



TITLE

A RESOLUTION OF THE PUEBLO URBAN RENEWAL AUTHORITY, A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A STORM DRAINAGE EASEMENT AND RIGHT OF WAY AGREEMENT WITH THE CITY OF PUEBLO.

RECOMMENDATION

Approve Resolution 2024-32 at the November 12, 2024, regular meeting of the PURA Board of Commissioners.

BACKGROUND AND AMENDED BUDGET MESSAGE

This resolution approves the Storm drainage easement and right of way agreement with the City of Pueblo. Detail in the attached.

FINANCIAL IMPACT

None.

RESOLUTION NO. 2024-32

A RESOLUTION OF THE PUEBLO URBAN RENEWAL AUTHORITY, A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A STORM DRAINAGE EASEMENT AND RIGHT OF WAY AGREEMENT WITH THE CITY OF PUEBLO.

WHEREAS, the City of Pueblo (the "City") has requested that the Pueblo Urban Renewal Authority grant an easement and right of way to install storm drainage improvements in a portion of Lot 2, Historic Arkansas Riverwalk Project, Filing Three as recorded in the office of the Pueblo County Clerk and Recorder's office in the form attached to and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PUEBLO URBAN RENEWAL AUTHORITY OF PUEBLO:

Section 1. The Executive Director is authorized to execute on behalf of the Authority the attached form of Easement and Right of Way Agreement, subject to any minor changes approved by the Executive Director and legal counsel.

Section 2. This resolution shall become effective upon its adoption and approval.

ADOPTED this 12th day of November, 2024.

Attest:

Secretary



PUEBLO URBAN RENEWAL AUTHORITY

By:

Chair



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE APPROVING AN OPERATING AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND LIFE CONTINUES, LLC DBA SAFESIDE RECOVERY FOR THE TEMPORARY OPERATION OF THE HOMELESS SHELTER AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

Attached is an Ordinance approving an Operating Agreement between the City of Pueblo and Life Continues, LLC dba SafeSide Recovery for the temporary operation of the homeless shelter.

PREVIOUS COUNCIL ACTION:

On October 15, 2024, by Ordinance No. 10819, City Council accepted ownership of 710 W. 4th Street and 728 W. 4th Street from the Pueblo Rescue Mission and approved a Subrecipient Agreement with the Pueblo Rescue Mission by which Pueblo Rescue Mission agreed to employ staff and operate a homeless shelter at 728 W. 4th Street and an emergency shelter at 710 W. 4th Street until December 31, 2024. On October 15, 2024, by Ordinance No. 1018, City Council budgeted and appropriated \$200,000 for Homeless Shelter Operations.

BACKGROUND:

On October 2, 2024, the Pueblo Rescue Mission notified the City and other community partners of its intention to dissolve and cease operations no later than December 31, 2024. It represented that its available funds will be exhausted in approximately two months. The Pueblo Rescue Mission is the only full-time homeless shelter in the City of Pueblo. Closure of the shelter will leave hundreds of unhoused individuals without shelter during a time of year when the weather is turning substantially colder.

To avoid the dire consequences associated with the immediate closure of the Pueblo Rescue Mission, the City took ownership of 710 W. 4th Street and 728 W. 4th Street (collectively the “Shelter”). The City is currently paying for all utilities, repair and maintenance for the Shelter. The Pueblo Rescue Mission is continuing to employ staff and operate the Shelter until December 31, 2024 when it will dissolve. The City is currently working to stabilize operations of the Shelter until it can find a qualified contractor to operate it long term. The City will begin the bidding process to find a new contractor after January 1, 2025.

SafeSide Recovery is currently on-site and provides addiction support and recovery services to homeless and near homeless individuals in the City of Pueblo. SafeSide has been assisting the City with the transition of the Shelter to a new provider. The attached Operating Agreement formalizes the agreement between the parties. As of January 1, 2025, SafeSide will employee and manage all staff and operate the Shelter. In return, the City will compensate SafeSide in the monthly amount set forth in the budget attached to the Operating Agreement as Exhibit A. The City will continue to pay all utility, repair, and maintenance costs for the Shelter. The term of the Operating Agreement is January 1, 2025 through March 31, 2025.

FINANCIAL IMPLICATIONS:

The City has budgeted and appropriated \$200,000 for the temporary operation of the Shelter.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, SafeSide will not operate the Shelter from January 1, 2025 through March 31, 2025.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Mission Budget
2. SafeSide Operating Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AN OPERATING AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND LIFE CONTINUES, LLC DBA SAFESIDE RECOVERY FOR THE TEMPORARY OPERATION OF THE HOMELESS SHELTER AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The Operating Agreement between the City of Pueblo, a Colorado Municipal Corporation and Life Continues, LLC, a foreign limited liability company dba SafeSide Recovery, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver the Operating Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Ordinance and the attached Operating Agreement which are necessary or desirable to effectuate 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

Page 253 of 547

OPERATING AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into on the last date signed below by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to as the “City” and Life Continues, LLC, a foreign limited liability company dba SafeSide Recovery, hereinafter referred to as “SafeSide” (collectively referred to as “Parties”) for homeless shelter program oversight.

WHEREAS, the Pueblo Rescue Mission currently operates a homeless shelter and emergency homeless shelter in the real property owned by the City located at 728 W. 4th Street, Pueblo, Colorado and 710 W. 4th Street, Pueblo, Colorado respectively (collectively referred to as the “Shelter Program”); and

WHEREAS, the Pueblo Rescue Mission intends to dissolve no later than December 31, 2024; and

WHEREAS, the City has initiated the competitive bidding process to find a replacement for the Pueblo Rescue Mission but such process will extend beyond the December 31, 2024 dissolution of the Pueblo Rescue Mission; and

WHEREAS, it is in the best interests of the public health and safety for the Shelter Program to remain open and continue operating until another organization can be found to run the Shelter Program on an ongoing and more permanent basis; and

WHEREAS, Safeside leases office space in the 710 W. 4th Street property and provides addiction support and recovery services to homeless and near homeless individuals at the Shelter; and

WHEREAS, SafeSide has the expertise, desire, and ability to provide oversight of the Shelter Program;

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties hereto do mutually agree as follows:

1. SAFESIDE’S OBLIGATIONS

- a. SafeSide shall operate the 728 Property as a full-time, seven-day a week, consistent and ongoing homeless shelter for individuals within Pueblo, Colorado. SafeSide shall operate an emergency shelter during all emergencies declared by the Mayor of the City of Pueblo in the 710 Property for individuals within Pueblo, Colorado pursuant to this Agreement.
- b. SafeSide shall hire and employ all necessary staff to operate the Shelter Program. Safeside shall be responsible for paying salary and benefits, including but not limited to vacation and sick time, to all employees working for the Shelter Program. SafeSide shall be responsible for payment of all payroll taxes and other associated payroll expenses.
- c. SafeSide shall purchase, as necessary, food and supplies for the Shelter Program.

2. CITY’S OBLIGATIONS

- a. City shall pay for all utilities, maintenance, and repairs for the buildings at 710 W. 4th Street and 728 W. 4th Street.

- b. City shall pay to SafeSide a monthly fee of \$53,000 to cover the operating costs for the Shelter Program as set forth in the budget attached hereto as Exhibit A (“Monthly Fee”). The Monthly Fee shall be used to pay actual expenses associated with the Shelter Program, which must be supported by documentation. Any unexpended funds remaining at the expiration of the Agreement shall be returned to the City.
- c. The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the Shelter Program. In the absence of such a designation, the Mayor shall be deemed as City’s authorized representative.

3. TERM OF AGREEMENT

The term of this Agreement shall be from December 1, 2024 to March 31, 2025 (“Term”), unless extended or sooner terminated as herein provided. Upon expiration of the Term, the Parties may extend this Agreement for an agreed upon term, provided SafeSide has complied with all the terms and conditions of this Agreement. Either Party may exercise this option by sending written notice to the other prior to the end of the Term. The City reserves the right to deny for any reason a request for extension of the Term.

4. TERMINATION OF AGREEMENT

- (a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by SafeSide, upon written notice of nonperformance to SafeSide and after such nonperformance is not cured within fourteen (14) days.
- (b) For Convenience: This Agreement may be terminated for convenience by either Party upon thirty days prior written notice.
- (c) Post Termination Procedures: In the event of termination, any unspent Monthly Fee and all supplies, property, grant funds, and program income shall immediately become the sole and separate property of the City and SafeSide shall perform all acts and execute all instruments necessary to transfer and assign such property, funds, and income to City. All finished or unfinished documents, data, studies, reports, and work product prepared by SafeSide in furtherance of this Agreement shall, at the option of the City, become City’s property and SafeSide shall be entitled to receive just and equitable compensation only for satisfactory work completed for which compensation has not previously been paid nor reimbursement made.

5. ASSIGNABILITY

This Agreement shall not be assigned or transferred by SafeSide without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City’s election, be deemed void and of no effect whatsoever.

6. SHELTER PROGRAM RECORDS

SafeSide shall maintain records as to all services provided, reimbursable expenses incurred in performing this Agreement or otherwise related to the Shelter Program. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City’s auditor.

7. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Shelter Program to assure that the terms of this Agreement are being satisfactorily fulfilled. The City shall at least monthly review the SafeSide's performance using on-site visits, progress reports required to be submitted by the SafeSide, audit findings, disbursements transactions and contact with the SafeSide as necessary. SafeSide shall furnish to the City monthly program and financial reports of its activities in such form and manner as may be requested by the City. SafeSide shall fully cooperate with the City relating to such monitoring and evaluation. SafeSide shall submit a monthly report to the City setting forth the following information broken down by each day of the month:

- a. Total number of men sheltered on an emergency basis at 728 W. 4th Street,
- b. Total number of men sheltered on an emergency basis at the Property,
- c. Total number of women sheltered on an emergency basis at 728 W. 4th Street,
- d. Total number of women sheltered on an emergency basis at the Property,
- e. Total number of men denied emergency shelter at 728 W. 4th Street and the justification for the denial,
- f. Total number of men denied emergency shelter at the Property and the justification for the denial,
- g. Total number of women denied emergency shelter at 728 W. 4th Street and the justification for the denial,
- h. Total number of women denied emergency shelter at the Property and the justification for the denial,
- i. The total number of men sheltered in SafeSide's transitional (non-emergency) shelter program,
- j. The total number of women sheltered in SafeSide's transitional (non-emergency) shelter program,
- k. Total number of meals provided daily, and
- l. The demographics of each person receiving emergency and non-emergency shelter, including but not limited to age, race, ethnicity, gender, and veteran status.

8. SAFESIDE FILES AND INFORMATION REPORTS

SafeSide 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.

9. INDEPENDENCE OF SAFESIDE

Nothing herein contained nor the relationship of SafeSide to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make SafeSide or any of SafeSide's agents or employees the agents or employees of the City. SafeSide shall be solely and entirely responsible for its acts and the acts of its agents, employees, and subcontractors.

10. LIABILITY, INSURANCE

- (a) As to the City, SafeSide agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by SafeSide or by the conditions created thereby. SafeSide further agrees to indemnify, defend, and save harmless the City, its officers, agents, and employees, from and against all claims, liabilities, costs expenses, penalties and

attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by SafeSide or out of any violation by SafeSide of any statute, ordinance, rule, or regulation.

- (b) SafeSide shall carry Commercial General Liability (CGL) insurance, covering claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under this Agreement by the SafeSide, SafeSide's agents, representatives, employees, or subcontractors, and participants in any of SafeSide's programs, with limits of insurance of not less than \$500,000 for each occurrence and \$1,000,000 annual aggregate. The CGL shall apply as Primary and non-contributory insurance before any other insurance or self-insurance, including any deductible maintained by or provided.
- (c) SafeSide agrees that it shall procure 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 personal injury including bodily 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 in subparagraph (c).
- (d) The minimum insurance coverage which SafeSide shall obtain and keep in force is as follows:
 - (i) Workers' Compensation Insurance complying with statutory requirements in Colorado.
 - (ii) Comprehensive General and Automobile Liability Insurance with limits not less than Six Hundred Thousand and No/100 Dollars (\$600,000) per person and occurrence for personal injury, including but not limited to death and bodily injury, and Six Hundred Thousand and No/100 Dollars (\$600,000) per occurrence for property damage.
- (e) SafeSide shall procure and maintain, at its own expense, hazard and fire insurance for personal property and fixtures in such amounts as to adequately protect it from loss. SafeSide shall furnish a certificate of insurance certifying such coverage to City's Director of Finance upon execution of this Agreement.

11. PERA LIABILITY

SafeSide 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. SafeSide shall fill out the questionnaire attached as Exhibit B and submit the completed form to Finance Office as part of the signed Agreement.

12. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the SafeSide and City.

13. GOVERNING LAW AND VENUE

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

14. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such. No waiver of any breach or breaches of any provision, covenant, or condition of this Agreement shall be construed to be a waiver of any preceding or succeeding breach of such provision, covenant, or condition, or of any other provision, covenant, or condition.

15. AUTHORITY FOR SIGNATURES; ELECTRONIC SIGNATURES

- (a) The persons signing this Agreement on behalf of SafeSide represent and warrant that such persons and SafeSide have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of SafeSide enforceable against SafeSide in accordance with its terms.
- (b) This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

16. FUND AVAILABILITY; SUBJECT TO LAW

- (a) Financial obligations of City, if any, after the current year in which this Agreement is signed by both parties are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by Pueblo City Council and City executive departments. Nothing herein shall be deemed to create an ongoing financial obligation of City.
- (b) This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of City which may arise under this Agreement in any fiscal year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this Agreement, including any sub-agreement, attachment, schedule or exhibit thereto, by the City. City may in its sole and absolute discretion terminate this Agreement for reasons of non-appropriation immediately upon written notice without causing default or breach.

- (c) Nothing in this Agreement is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred upon the City of Pueblo, a Municipal Corporation under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

IN WITNESS, WHEREOF, the SafeSide and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

ATTEST:

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

City Clerk

By _____
Heather Graham, Mayor

[S E A L]

LIFE CONTINUES, LLC DBA SAFESIDE
RECOVERY

ATTEST:

By _____
Signature

By _____
Signature

Name _____

Name _____

Title _____

Title _____

EXHIBIT A
BUDGET

EXHIBIT B

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

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

- a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes____, No____.
- b) If you answered “yes” to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes____, No____.
If you answered “yes” please state which of the above entities best describes your business:

- c) If you answered “yes” to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

Name _____	Name _____
Address _____	Address _____
Social Security Number _____	Social Security Number _____

(If more than two, please attach a supplemental list)

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

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

Signed _____, 20____.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an “affiliated party” includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse’s parents, stepparents, stepchildren, stepsiblings, and spouse’s siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree’s regular salary or compensation.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor

SUBJECT: AN ORDINANCE AMENDING CHAPTER 5 OF TITLE II OF THE PUEBLO MUNICIPAL CODE RELATING TO THE PUEBLO COMMISSION ON ENERGY

SUMMARY:

Attached is a proposed Ordinance which amends PMC 2-5-1, *et seq.*, pertaining to the Pueblo Commission on Energy.

PREVIOUS COUNCIL ACTION:

The Pueblo Commission on Energy was originally created on March 28, 1977 by Ordinance 4299. Minor amendments to the City's municipal code were made on January 25, 1982 by Ordinance 4936; on July 23, 1984 by Ordinance 5165; and on June 11, 2018 by Ordinance 9296.

On March 22, 2021 by Ordinance 9902, Council amended Section 2-5-1, *et seq.*, P.M.C. to replace the Pueblo Commission on Energy with the Pueblo Energy Advisory Commission.

BACKGROUND:

Ordinance 9902 replaced the Pueblo Commission on Energy with the Pueblo Energy Advisory Commission to assist the City to reach its goal of 100% renewable energy by 2035 and to also monitor franchise agreements and Public Utility Commission proceedings with respect to energy, insofar as they impact the City.

In partnership with a proposed resolution to rescind the goal of deriving the City's electric power from 100% renewable energy, this ordinance will reestablish the *status quo ante* as existed prior to the adoption of the 100% renewable energy goal.

FINANCIAL IMPLICATIONS:

The attached Ordinance will not create any new fiscal obligations on the part of the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this ordinance.

STAKEHOLDER PROCESS:

Not applicable to this ordinance.

ALTERNATIVES:

The City Council could decide to maintain the Pueblo Energy Advisory Commission and continue to strive for the goal of all City electricity being derived from renewable energy sources.

RECOMMENDATION:

The Mayor recommends the adoption of the proposed Ordinance.

ATTACHMENTS:

1. An Ordinance amending Chapter 5 of Title II of the Pueblo Municipal Code relating to the Pueblo Commission on Energy

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 5 OF TITLE II OF THE
PUEBLO MUNICIPAL CODE RELATING TO THE PUEBLO
COMMISSION ON ENERGY

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: [brackets indicate matter being deleted], underscoring indicates new matter being added.

SECTION 1.

Chapter 5 of Title II of the Pueblo Municipal Code, as amended, is hereby amended to read as follows:

CHAPTER 5 - Pueblo [Energy Advisory] Commission on Energy

Sec. 2-5-1. - Declaration of policy.

This Chapter is enacted to provide an entity through which the City may officially encourage and bring about better and more effective use of energy in all its forms within the City and to aid in the development of contingency plans as may be necessary in the event of emergency energy shortages. [to enable the City to reach its goal of 100 % renewable energy by 2035 and to also monitor franchise agreements and Public Utility Commission proceedings with respect to energy, insofar as they impact the City.]

Sec. 2-5-2. - Establishment, membership and funds - Pueblo [Energy Advisory] Commission on Energy.

- (a) There is hereby created the Pueblo [Energy Advisory] Commission on Energy as an advisory commission to the Mayor. The Commission shall consist of not [less] more than ten (10) [nor more than fifteen (15)] members to serve without compensation, who are broadly representative of the energy-related interests in the community and equally representative of the consumer interest. The Mayor shall appoint, subject to confirmation by the City Council, the members of the Commission for terms of four (4) years. The Commission shall select a chairman and such other offices as it may determine necessary from among its members.
- (b) The expense for carrying on the Commission's activities shall be paid out of the funds of the City as might be appropriated for such purpose by the City Council.

Sec. 2-5-3. - Functions of the Commission.

The functions of the Commission shall be to [promote Pueblo's goal of 100% renewable energy by 2035,] foster the concept of energy conservation and understanding among the citizens of the City, and to encourage and disseminate information as may be appropriate to this purpose; to cooperate with state and federal agencies and nongovernmental organizations having like or kindred functions; to make such investigations and studies in the field of energy conservation as in the judgment of the Commission will aid in effectuating its general purpose; and to recommend programs, activities and legislation to the City Council to carry out the functions of the Commission.

Sec. 2-5-4. - Powers and duties.

The powers and duties of the Commission shall be as follows:

- (1) To advise the City in regard to energy matters.
- (2) To act as a clearing house for information on energy, its uses, regulation and development.
- (3) To, at the direction of the Mayor, hold hearings, request without the power of subpoena the attendance of witnesses, hear the statements of any interested person, and request without the power of subpoena the production of any evidence relating to any matter under investigation or in question.
- (4) To make periodic reports to the City on its activities.
- (5) To develop a community awareness program as to the results of effective conservation practices.
- (6) [To advise the City with respect to matters before the Public Utilities Commission that may impact the City of Pueblo.] **To consult and cooperate with the various governmental and private agencies, including the Board of Education, in developing courses of instruction for presentation in public and private schools, public libraries, museums and other suitable places.**
- [(7)] [To monitor compliance with energy franchise agreements in the City of Pueblo and to make recommendations with respect thereto to the City.]
- [(8)] **(7)** To submit an annual report to the Mayor and City Council.
- [(9)] **(8)** To adopt, amend and rescind such rules and regulations for the operation of the Commission as are consistent with the powers and duties of the Commission as expressly granted herein.

Sec. 2-5-5. - Findings and recommendations.

The Commission, after the completion of any investigation or hearing, shall make a report in writing setting forth the facts found by it and its recommendations to the Mayor and other organizations or parties involved.

Sec. 2-5-6. - Appointment by staff.

The Commission shall have no regular staff or personnel unless specifically authorized by the City Council by resolution.

Sec. 2-5-7. - Relation to City departments and agencies.

All departments of the City are to cooperate with the Commission and furnish information

or documents from a department which is within the purview of the Open Records Act of the State or other applicable statutes. All other information or documents may be furnished at the discretion of the Mayor. All requests for information or documents shall be at the official request of the Commission and not by any individual member of the Commission.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 9,2024

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: December 9, 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 A GRANT AWARD AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF NATURAL RESOURCES, TO PROVIDE WILDLAND FIRE MITIGATION CREW TIME TO THE CITY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

A grant award providing for 15 weeks of crew time AND \$1000 for project management expenses from a Department of Corrections SWIFT crew to assist in wildland fire mitigation in the City. Acceptance of this grant does not have any financial impacts to the City.

PREVIOUS COUNCIL ACTION:

Approval of similar ordinance 10255

BACKGROUND:

Approving and accepting a grant awarded to the City of Pueblo in an effort to reduce wildfire risk within the city limits. This grant will allow for wildland fire mitigation to take place along the Fountain and the Arkansas rivers.

FINANCIAL IMPLICATIONS:

Price for the initial 2.5 gallons of herbicide.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. City of Pueblo Phase 3COSWAP WD Award Letter

ORDINANCE NO.

AN ORDINANCE APPROVING A GRANT AWARD AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF NATURAL RESOURCES, TO PROVIDE WILDLAND FIRE MITIGATION CREW TIME TO THE CITY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The Grant Award Agreement ("Agreement") between and Pueblo, a Colorado Municipal Corporation, and the State of Colorado, acting by and through the Colorado Department of Natural Resources, attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Grant Award Agreement ("Agreement") between and Pueblo, a Colorado Municipal Corporation, and the State of Colorado, acting by and through the Colorado Department of Natural Resources, attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk



COLORADO

Strategic Wildfire Action Program

Department of Natural Resources

Colorado Strategic Wildfire Action Program
Colorado Department of Natural Resources
Office of the Executive Director
1313 Sherman Street, Room 718
Denver, CO 80203

Chief Kieth Novak
City of Pueblo
1551 Bonforte Blvd
Pueblo, CO 81001

November 22, 2024

Dear Chief Novak,

The Department of Natural Resources (DNR) Executive Director's Office has determined the City of Pueblo Wildland Mitigation Phase 3 aligns with the Colorado Strategic Wildfire Action Program (COSWAP) Workforce Development Grant's mission. COSWAP is awarding the City of Pueblo 15 weeks of crew time and \$1,000 for project management expenses.

NEXT STEPS

Contracting

Please reply to the grant award email accepting your COSWAP grant and acknowledging that you can fulfill reporting requirements. DNR will then initiate the grant agreement for this project. No work, either by the workforce partner, or you, can begin until the grant agreement is signed. No reimbursable costs can be incurred.

Scheduling

You will need to work directly with the workforce partner to schedule the crew work. The SWIFT crews schedules are subject to change without notice due to fire deployments, inmate health or facility policy. Working with a SWIFT crew requires the utmost flexibility.

Project Management

The project manager must provide access to the project location, project oversight and training for the crews. At a minimum this includes supplying a project map, flagging project boundaries, orienting the crews to the project area and specific project prescription, facilitating any specific training and providing camping and restroom facilities if needed.

Insurance Requirements

Before your grant agreement is routed for signatures, DNR will need a Certificate of Insurance that includes:

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

- a) \$1,000,000 each occurrence;
- b) \$1,000,000 general aggregate;
- c) \$1,000,000 products and completed operations aggregate; and
- d) \$50,000 any one fire.



Automobile Insurance: 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.

Worker's Compensation Insurance: Workers compensation insurance as required by state statute and employers' liability insurance covering all contractor or subcontractor employees acting within the course and scope of their employment.

Endorsements: The State must be listed as an Additional Insured with respect to the General Liability policy. A Subrogation Waiver in favor of the State must apply to the General Liability Insurance Policy, the Automobile Insurance Policy, and the Worker's Compensation Policy.

Government entities are not required to provide copies of insurance. All other entities should send Certificates of Insurance or insurance questions to Amanda Schor (amanda.schor@state.co.us).

EXPECTATIONS

Communication

Please email Roberta Anderson (roberta.anderson@state.co.us) with any contracting, reporting, or reimbursement questions. Please email Courtney Young (courtney.young@state.co.us) with all other questions.

Acknowledgement

Please acknowledge the Colorado Strategic Wildfire Action Program and the Department of Natural Resources Executive Director's Office as the funding source for this project in any outreach or media inquiries. If you would like to share this project with the media, please contact Chris Arend, DNR Communications Director, at chris.arend@state.co.us to discuss before doing so.

Reporting Requirements

The COSWAP final reporting requirements are included in the email containing this letter. Please read over these to ensure you are able to meet these expectations at the completion of your project. You will also be required to complete quarterly reports on the status of your COSWAP grant.

Thank you and we look forward to partnering with you on this important work,

Courtney Young
720.762.6176

Roberta Anderson
720.762.6169





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 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 A T-HANGAR LEASE AGREEMENT FOR SPACE IN 31501 BRYAN CIRCLE T-HANGAR A AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DANIEL J. RAMOS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a T-Hangar Lease Agreement with Daniel J. Ramos for space in 31501 Bryan Circle T-Hangar A to store an aircraft.

PREVIOUS COUNCIL ACTION:

On April 8, 2019, City Council passed Ordinance 9448 approving the T-Hangar Lease Agreement between the City of Pueblo and Daniel J. Ramos.

On September 23, 2024, City Council passed an Ordinance to increase rent to \$265 per month commencing on January 1, 2025.

BACKGROUND:

The City owns a Hangar located at 31501 Bryan Circle on the Pueblo Memorial Airport consisting of 9 closed T-Hangars, a storage unit, and three office suites. The T-Hangars can be leased out on a month-to-month basis to general aviation pilots for the storage of their personal aircraft.

Daniel J. Ramos has been a T-Hangar tenant since April 8, 2019, and wishes to remain in the leasehold. The new T-Hangar Lease Agreement will reflect the change in rent rate and adopt new lease language.

FINANCIAL IMPLICATIONS:

The hangar will be leased for \$265.00 per month for one aircraft. Previously Daniel J. Ramos was paying \$195.00 per month.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the tenant will need to vacate the leasehold prior to January 1, 2025, and the T-Hangar will be vacant.

RECOMMENDATION:

The Department of Aviation recommends approval of this Ordinance.

ATTACHMENTS:

1. Ramos 2019 04 22 LEASE AGREEMENT

ORDINANCE NO.

AN ORDINANCE APPROVING A T-HANGAR LEASE AGREEMENT FOR SPACE IN 31501 BRYAN CIRCLE T-HANGAR A AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DANIEL J. RAMOS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo is the owner and operator of the Pueblo Memorial Airport together with the land on which said Airport is situated; and

WHEREAS, the City of Pueblo owns and manages 31501 Bryan Circle, a building consisting of nine (9) closed T-Hangars, a storage unit, and three (3) office suites; and

WHEREAS, Daniel J. Ramos is desirous of leasing space in 31501 Bryan Circle T-Hangar A; NOW, THEREFORE

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

SECTION 1.

A certain T-Hangar Lease Agreement ("Lease"), a copy of which is attached hereto and made a part hereof by reference, by and between the City of Pueblo, a Colorado Municipal Corporation, and Daniel J. Ramos, to lease space in 31501 Bryan Circle T-Hangar A, at Pueblo Memorial Airport, after having been approved as to form by the City Attorney, is hereby accepted approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

ORDINANCE NO. 9448

AN ORDINANCE APPROVING A T-HANGAR LEASE AGREEMENT FOR T-HANGAR A AT PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND DANIEL J. RAMOS AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo is the owner and operator of the Pueblo Memorial Airport together with the land on which said Airport is situated; and

WHEREAS, Daniel J. Ramos is desirous of leasing T-Hangar A that is owned by the City of Pueblo; NOW THEREFORE,

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

SECTION 1.

A certain T-Hangar Lease Agreement ("Lease"), a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the City Attorney, by and between the City of Pueblo, a Municipal Corporation, and Daniel J. Ramos to lease T-Hangar A at Pueblo Memorial Airport is hereby approved, subject to the conditions as set forth in said Lease, and the Mayor is hereby authorized to execute and deliver the same in the name of the City.

SECTION 2.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with the intent of this Ordinance and the attached Lease to effectuate the terms and conditions described therein.

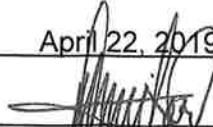
SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on April 8, 2019.

Final adoption of Ordinance by City Council on April 22, 2019.



President of City Council

Action by the Mayor:



Approved on 4-26-2019



Disapproved on _____ based on the following objections:

Michael S. Bradley
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

Brenda Armijo
Acting City Clerk

City of Pueblo
Department of Aviation
T-Hangar Lease Agreement

This T-Hangar Lease Agreement ("Lease") entered into this **22nd** day of **APRIL, 2019** ("Effective Date"), between the City of Pueblo, a Municipal Corporation ("Lessor" or "City"), and **DANIEL J RAMOS**, whose address is **510 FLOYD LN PUEBLO CO 81005-1410** ("Lessee").

WHEREAS, Lessor owns and operates the Pueblo Memorial Airport ("Airport"); and

WHEREAS, Lessee is desirous of leasing a hangar at the Airport upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and mutual promises, covenants and conditions contained herein, Lessor and Lessee hereby agree as follows:

1. LEASED PREMISES

- a. Lessor hereby leases to Lessee the area generally known as **T-HANGAR A**, a t-hangar, located at Airport for the use of storing an aircraft, tail number **N9440B**, which shall be continually registered with the Federal Aviation Administration ("FAA") throughout the life of this Lease. Lessee agrees to report any changes in this aircraft tail number within fourteen (14) days in order for Lessor to comply with FAA reporting requirements.
- b. This Lease and Lessee's use of the leased premises are subject to the easements, rights of way, covenants, conditions, restrictions, reservations and limitations appearing of record, and all applicable zoning and land use laws, ordinances, codes and regulations, including but not limited to all conditions, regulations, restrictions, and requirements imposed by the FAA, governing and regulating the leased premises and its use.

2. TERM

- a. The term of this Lease shall be for one calendar month, which shall automatically renew for successive one month terms unless earlier terminated by a party.
- b. Either party may terminate this Lease by providing at least fourteen (14) days prior written notice to the other party stating that the Lease shall terminate on a certain date.

3. RENT

- a. In consideration of the rights and privileges contained herein, Lessee agrees to pay a monthly fee, payable in advance without notice by the first day of each month, of **\$195.00** for use of the leased premises. Rent not paid by the tenth (10th) of the month shall accrue a late fee of eight percent (8%) per month. Rent shall include the combined service fee and utility costs for electricity. No other utilities shall be provided or allowed at the leased premises.
- b. Rent shall increase annually on the anniversary date of the Effective Date by two and one-half percent (2.5%) over the previous monthly rent beginning with the third anniversary date and continuing every year thereafter. The third anniversary date shall be **APRIL 22, 2022**.

4. DEPOSIT

- a. Lessee also agrees to pay a security deposit to the airport equal to one month's rent. The security deposit and first month's rent shall be paid upon execution of this agreement. Deposits shall be refunded following termination of this agreement, less any rent due or damages to the leased premises.
- b. In the event that Lessee fails, neglects or refuses to pay any rent, fee, or other sum due, or fails to perform any obligation under this Lease, then Lessor may, in its sole and absolute discretion, draw from the security deposit to remedy Lessee's default. Nothing contained in this Lease shall require Lessor to remedy Lessee's default in this manner, and Lessor may instead, in its sole and absolute discretion, refuse to remedy Lessee's default by drawing on the security deposit, and instead pursue the remedies for default provided in this Lease or by law.
- c. In the event that Lessor draws from this security deposit to remedy Lessee's default, Lessor shall notify Lessee in writing and require Lessee to replenish the deposit to its original level. Failure of Lessee to comply with this section shall constitute a material breach of this Lease.

5. TAXES

- a. Lessee shall promptly pay when due, all taxes, fees, licenses, and other governmental charges assessed against or applicable to the leased premises. Possessory interest tax is assessed by the County of Pueblo and is the responsibility of the Lessee. The Lessor is a tax-exempt entity and shall not be liable for any tax of the Lessee. Lessee should be aware that there are multiple taxes and costs associated with owning and operating an aircraft, including the leasing of hangar space. All applicable taxes and costs shall be paid by Lessee, even if Lessee was unaware of such taxes and costs.

6. RELEASE; INSURANCE

- a. Lessee assumes all risk of loss, damage, injury and liability for the same that may occur to Lessee, Lessee's guests, Lessee's aircraft and Lessee's improvements and property in or upon the leased premises and Lessor shall not be liable or responsible for any such loss, damage or injury, regardless of the cause thereof, including, without limitation, the negligence of Lessor, its officers, agents or employees.
- b. Lessee, at its sole cost and expense, shall, during the life of this agreement, procure, pay for and keep in full force and affect a comprehensive policy of commercial general liability insurance. The policy shall have limits in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Such coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the leased premises (including acts or omissions of the Lessee). This policy shall name the City of Pueblo as additional insured and loss payee for the policy. The policy shall contain a provision that the policy cannot be canceled or materially altered either by the insured or the insurance company unless thirty (30) days prior written notice thereof is given to the Lessee and City. Upon issuance or renewal of any such insurance policy, the Lessee shall furnish to the City a certificate of insurance evidencing coverage required under this contract.

- c. A current and valid certificate of insurance for the above described policies shall be submitted to the City at the time of signing of this agreement, and Lessee shall notify the Director of Aviation of any changes, expiration or renewal of said policies within two (2) weeks of such change.

7. RIGHTS AND PRIVILEGES OF THE LESSEE

- a. Lessee shall have the exclusive use of the leased premises for the purpose of storing Lessee's aircraft and aeronautical property except as specifically set forth, hereinafter. Lessee shall not assign nor sublet the leased premises or any part thereof.
- b. Except as may be specifically authorized herein to the contrary, Lessee shall not, without the prior written approval of the Director of Aviation, make improvements, modifications, revisions, installation of signs or other alterations to the leased premises. Costs of improvements, revisions, signs and alterations shall be borne solely by Lessee and all such improvements, modifications, revisions or alterations shall upon expiration or termination of this agreement be removed without cost to the Lessor. Lessor may, on a case by case basis, allow the improvements to remain, in which case Lessor shall not be liable for the cost of the improvements. All improvements must be done by trade professionals licensed, insured and permitted to conduct business within the City.
- c. Lessee, its employees and invitees shall have the right of ingress and egress between designated airport access points and the leased premises over, upon, and through such streets and not others as from time to time shall be designated by the Director of Aviation. Driveways from existing streets into the leased premises shall be located as designated by the City of Pueblo through the Director of Aviation.
- d. Lessee shall only use the leased premises for the storage of aircraft and minor incidental materials. The leased premises shall not be used for the storage of non-aeronautical personal property, living accommodations, or in any other way inconsistent with this Lease. Failure to abide by this provision shall constitute a material breach of this Lease.

8. RIGHTS AND PRIVILEGES OF THE LESSOR

- a. All rights not herein granted to the Lessee are reserved to Lessor and nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 as amended.
- b. Lessor shall have full and unrestricted right to enter upon those portions of the Airport occupied and leased herein by the Lessee, and Lessor, its agents or representatives shall be permitted to inspect same during any regular business hours or upon twenty-four (24) hours' notice to Lessee.
- c. Lessor reserves the right to maintain and keep in repair the landing areas of the airport and all publicly owned facilities of the airport, but shall not be obligated to the Lessee for any failure to so maintain or keep in repair.
- d. Lessee recognizes that from time to time it will be necessary for Lessor to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance and repair at and to the Airport in order that the Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or interrupt Lessee's operations at the Airport. Lessee agrees that no liability shall attach to Lessor, its officers, agents,

employees, contractors, subcontractors and representatives by reason of such inconvenience or interruption, and for and in further consideration of the premises, Lessee waives any right to claim damages or other consideration therefore. The Lessee shall be obligated to pay all rent and fulfill all obligations of this Lease at all times, including, but not limited to, when access to the Airport is temporarily restricted due to routine construction, reconstruction, expansion, or other potential alteration of the airfield.

- e. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using such airspace or landing at, taking off from, or operating at Pueblo Memorial Airport.
- f. Lessor reserves the right, without any obligation on its part to do so, to develop, modify, change, improve or abandon the Airport or any part thereof, as it may determine in its sole discretion, at any time, regardless of the desires or view of Lessee, and without interference or hindrance from Lessee or liability to Lessee.

9. OBLIGATIONS OF THE LESSEE

- a. Lessee shall, at its own expense, keep the premises neat, clean, safe and orderly at all times, free of waste, rubbish and debris, and shall provide a complete and proper arrangement for the sanitary handling and disposal of all trash, garbage and other refuse resulting from Lessee's activities at the Airport. No outside storage of parts, materials, equipment, inventory, or other material shall be permitted. Lessee understands that snow removal within five (5) feet of the hangar door is the responsibility of Lessee.
- b. Lessee agrees to indemnify, defend, and save the Lessor, its agents, officer's representatives and employees, harmless from and against any and all penalties, liability or loss including costs and attorney fees resulting from claims or court action, whether civil, criminal or in equity, and arising directly or indirectly out of: (i) acts of the Lessee, his agents, employees, or servants; (ii) occurring in on or about the leased premises; (iii) arising out of or resulting from the leased premises, or any condition thereon, or from Lessee's use and occupancy of the leased premises, or any equipment thereon or appurtenances thereto, or any activity conducted therein; or (iv) through any injury or damage that may be caused or occasioned.
- c. Lessee shall not hold or attempt to hold Lessor liable for any injury, including loss of life, to any person, or for damage to any property while on the leased premises or the airport, irrespective of how such injury or damage may be caused or occasioned.

10. OBLIGATIONS OF THE LESSOR

- a. Lessor shall maintain the floor, walls, roof and doors of said premises, except that the cost of repair for any damages to same caused by Lessee, his employees, agents, or invitees shall be borne solely by Lessee.
- b. All risk of loss or damage to Lessee's aircraft and other personal property in or upon the leased premises is assumed by Lessee, and Lessor shall not be liable or responsible for any loss or damage to such aircraft and other personal property regardless of the

cause thereof, including, without limitation, the negligence of Lessor, its officers, agents or employees.

- c. Locks shall be provided by the Lessor and shall be the only locks placed on the hangar. Locks shall be removed and replaced solely by the Lessor. Lessee shall have no right to alter, change or replace the Lessor's locks.

11. GENERAL CONDITIONS

- a. The terms and conditions of this Lease and Lessee's rights hereunder are hereby made subject to the provisions of the Code of Ordinances of the City of Pueblo, as same may be subsequently amended. In the event of conflict between said Code and this Lease, said Code shall control. Title III of said Code specifically relates to the Department of Aviation.
- b. The Lessee, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained or otherwise operating on the property described in the Lease for the purpose of which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- c. The Lessee, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased premises; (2) that in the construction of any improvements on, over, or under the leased premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that the Lessee shall use the leased premises in compliance with all other applicable requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- d. The Lessee, by accepting this Lease expressly agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking-off of aircraft from Pueblo Memorial Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the premises hereby leased at any time and cause the abatement of such interference at the expense of the Lessee.
- e. This Lease and all the provisions hereof are subject to all rights the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, re-entry upon and taking over of the said Airport including the leased premises.

- f. The Lessee shall observe faithfully all rules and regulations affecting use of the Airport, whether established by the Director of Aviation, the City or other political subdivision having jurisdiction, the State of Colorado or the United States, or agencies thereof, including but not limited to rules affecting the operation of motor vehicles upon, to and from the Airport.
- g. The Lessee, and all officers, agents and employees of Lessee, hereby agree to be bound by and subject to all Police Ordinances of the City of Pueblo at all times while on the Airport, whether acting in the course of Lessee's business or otherwise.
- h. The leased premises is leased "As Is, Where Is, With All Its Faults" and Lessor has not at any time made any warranty or representation of any kind or character, express or implied, with respect to the leased premises, including but not limited to, any warranty or representation as to suitability or fitness for a particular purpose, title, zoning, physical or environment conditions, utilities, governmental approvals, the compliance of the leased premises with governmental and environment laws and regulations, the truth, accuracy or completeness of any document or other information provided to Lessee by Lessor or any other person, or any other matter or thing regarding the leased premises.
- i. The Lessee represents that it has inspected the Airport, leased premises, and facilities and accepts the conditions of same and fully assumes the risk incident to the use thereof. The Lessor shall not be liable to the Lessee for any damages or injuries to the property or personnel of the Lessee which result from hidden, latent, or other dangerous conditions on the airport or leased premises. Lessee's taking of possession of the leased premises shall be conclusive evidence that Lessee accepts the leased premises in its present condition and that the leased premises is in good and satisfactory condition at the time such possession was taken.
- j. The acts and omissions of Lessee's employees, agents, contractors, and guests shall be imputed to Lessee for purposes of this Lease.

12. DEFAULT, HOLDOVER, AND NON-PERFORMANCE CONDITIONS

- a. If after the expiration of the term of this Lease, Lessee shall remain in possession of the leased premises and continue to pay rent without any express written agreement as to such holding over, then Lessee agrees that all terms and covenants of the Lease shall remain in effect, except that Lessee shall be a tenant from month-to-month at the then current monthly rent and subject to the same annual adjustments as previously existed. During the term of any month-to-month tenancy, Lessor or Lessee may terminate this Lease upon fourteen (14) days prior written notice to the other party.
- b. If the Lessee shall be declared insolvent or bankrupt, or if any assignment of the Lessee's property shall be made for the benefit of creditors or otherwise, or if Lessee's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any Court of Law, or a Trustee in Bankruptcy or a Receiver appointed for the property of the Lessee, whether under the operation of the State or the Federal statutes, then and in any such case, the Lessor may, at his option, immediately with or without notice, notice being expressly waived, terminate this Lease and immediately retake possession of said premises without the same working any forfeiture of any accrued obligations of the Lessee hereunder.

- c. If the rent or any part thereof shall be in default, or in case of any breach by the Lessee of any of the covenants or agreements herein, Lessor may declare this Lease terminated, and after the expiration of fourteen (14) days from the date of the service of a written notice to that effect, be entitled to the possession of said premises. After the expiration of this Lease or any violation of any term or provision as herein provided for, if Lessee shall refuse to surrender and deliver possession of the leased premises after notice of termination, then in that event Lessor may, without further notice or demand, enter into and upon said premises, or any part thereof, and take possession thereof and repossess them, and expel, remove and put out of possession the Lessee, using such help, assistance and force in so doing as may be needful and proper, without prejudice to any remedy allowed by law, available in such cases.
- d. That in case said premises are left vacant and any part of the rent herein reserved be due and unpaid, then the Lessor may, without in anyway being obligated to do so, and without terminating this Lease, retake possession of said premises and rent the same for such rent, and upon such conditions as the Lessor may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and said Lessee shall be liable for the balance of the rent herein reserved until the expiration of this Lease.
- e. In the event the Lease be terminated, as herein provided, Lessor should have and is hereby given a lien upon Lessee's equipment, fixtures, furniture and inventory in or upon the leased premises for all rent, expenses, attorney fees and costs then due or to become payable by Lessee hereunder, and such lien may be enforced by the taking and sale of such property in the same manner and as provided for the disposition of collateral under the Colorado Uniform Commercial Code.
- f. Lessee agrees to pay the Lessor all costs, including reasonable attorney fees, incurred by Lessor in recovering any rent or other money due and unpaid under the terms of this Lease or to recover possession of the leased premises after termination hereof.
- g. Without affecting any other rights granted to Lessor under this Lease, Lessee shall remove its airplane and any personal property from the leased premises within seven (7) days after termination of this Lease. Should Lessee fail to remove its property within that seven (7) day period, Lessor shall have the right to enter and remove the property, where Lessee shall be liable for all costs of removal. Unclaimed property shall be considered abandoned and may be disposed of in any manner Lessor deems appropriate. Should Lessor choose to sell the abandoned property, any money so derived shall first go to pay costs due to the Lessor, while any left-over amounts shall be forwarded to the Lessee.

13. SPECIAL CONDITIONS

- a. Lessee agree that no flammable liquids or hazardous materials shall be used or stored on the premises, excepting the fuel in the aircraft fuel tanks or in the tank of a stored automobile, properly parked.
- b. It is expressly understood that no person other than the Lessee or his regular employee may perform services on any aircraft on the leased premises in such a manner as not to exceed the definition of preventative maintenance in 14 CFR Part 43 - Appendix A and in accordance with local ordinance.

- c. Lessee agrees not to use the leased premises for commercial or residential uses and that all uses shall be substantially aeronautical.
- d. Lessee agrees to provide drip pans of a non-flammable material under the aircraft to prevent damage to the floor, should said aircraft leak any fluids.
- e. It is expressly understood by Lessee that security within the air operations area of the Airport is vital. The drive through gate entering the air operations area shall be kept closed and locked at all times except for ingress and egress. Only automobiles belonging to owners of aircraft hangered therein will be permitted on the air operations area. Any automobile brought by Lessee shall be the sole responsibility of the Lessee.
- f. Violation of airport security rules as now, or in the future may, exist shall be grounds for immediate termination of this Lease.
- g. No person or automobile shall go beyond the immediate vicinity of the leased premises without the express written consent of the Director of Aviation.
- h. Automobiles must be parked in designated parking spaces or within the hangar, except that the hangar cannot be used solely for storage of automobiles.
- i. Mounting, hanging, suspending, or otherwise installing any item from the ceiling, support beams, or roofing structure is expressly forbidden.
- j. Hangar doors shall remain closed and locked except during periods when the hangar is attended by Lessee. This is to prevent damage from sudden storms and the creation of foreign object debris.

14. ENVIRONMENTAL PROVISIONS

- a. For the purpose of this Lease, "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado or the United States government and shall include, but not be limited to: (i) substances defined as "hazardous waste," "restricted hazardous waste," "hazardous substance" or "hazardous material" under any applicable federal, state or local law or regulation (Environmental Regulations); (ii) asbestos-containing materials; (iii) PCBs; (iv) petroleum or petroleum based products; and (v) lead.
- b. Lessee will comply with Environmental Regulations that are applicable to Lessee and its use of the leased premises. No activity shall be undertaken by Lessee, its guests, employees, agents, contractors or subcontractors, on all or any portion of the Leased Premises which would cause or permit: (i) the presence, use, generation, release, discharge, storage or disposal of any Hazardous Material in, on, under, about, or from the leased premises or any part thereof in violation of any Environmental Regulations; (ii) any portion of the leased premises to become a hazardous waste treatment, storage or disposal facility without receiving proper governmental authorization, and in compliance with all Environmental Regulations; or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions without receiving proper governmental authorization, and in compliance with all Environmental Regulations, including, without limitation, the Federal Water Pollution Control Act, U.S.C. Section 1251 et seq. and the Clean Air Act, 42 U.S.C. Section 7401 et seq.
- c. Lessee agrees to defend, indemnify and forever hold harmless Lessor, and its officers, employees, agents, successors, and assigns, from all claims, losses, damages, penalties, expenses and costs, including, but not limited to, attorneys' fees, characterization,

remediation and cleanup costs, incurred by reason of the use, storage, generation, release, discharge, maintenance, disposal, or removal of Hazardous Materials in, on, under, about, or from the leased premises, or any part thereof, by Lessee, its employees, agents, guests, contractors and subcontractors.

15. MISCELLANEOUS PROVISIONS

- a. No assent, express or implied, to any breach of any one or more of the covenants and agreements hereof, shall be deemed or taken to be a waiver of any succeeding or other breach.
- b. All covenants and agreements in this Lease shall be binding upon and inure to the benefit of the heirs, successors, assigns and legal representatives of Lessor and Lessee.
- c. Any notice, demand or request provided in this Lease shall be in writing and sent by certified mail, return receipt requested to the other party at the addresses listed above or at such other address as each party may provide the other by written notice. Such notice shall be deemed given on the day it is properly mailed.
- d. Nothing in this Lease is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.
- e. This Lease shall be governed by the laws of the State of Colorado. Venue for any action arising under this Lease or for the enforcement of this Lease shall be in a state court with jurisdiction located in Pueblo County, Colorado.
- f. This Lease shall not be assigned by Lessee for any reason.
- g. Nothing in this Lease is intended to nor shall be deemed to constitute a partnership or joint venture between the parties, or to create any agency or partner relationship between the parties. Neither party shall hold itself out as a partner, joint venture, agent, or representative of the other under this Lease.

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

LESSEE:



LESSOR:

City of Pueblo, A Municipal Corporation

By:



Nicholas A. Gradisar, Mayor

ATTEST:

By:



Acting City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 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 A T-HANGAR LEASE AGREEMENT FOR SPACE IN 31501 BRYAN CIRCLE T-HANGAR B AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MICHAEL R. COOK, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a T-Hangar Lease Agreement with Michael R. Cook for space in 31501 Bryan Circle T-Hangar B to store an aircraft

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City owns a Hangar located at 31501 Bryan Circle on the Pueblo Memorial Airport consisting of 9 closed T-Hangars, a storage unit, and three office suites. The T-Hangars can be leased out on a month-to-month basis to general aviation pilots for the storage of their personal aircraft.

FINANCIAL IMPLICATIONS:

The hangar will be leased for \$265.00 per month for one aircraft. The T-Hangar has been vacant since September 10, 2024.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved the T-Hangar will remain vacant.

RECOMMENDATION:

The Department of Aviation recommends approval of this Ordinance.

ATTACHMENTS:

1. T-Hangar Agreement month-to-month - 2019 - Final

ORDINANCE NO.

AN ORDINANCE APPROVING A T-HANGAR LEASE AGREEMENT FOR SPACE IN 31501 BRYAN CIRCLE T-HANGAR B AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MICHAEL R. COOK, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo is the owner and operator of the Pueblo Memorial Airport together with the land on which said Airport is situated; and

WHEREAS, the City of Pueblo owns and manages 31501 Bryan Circle, a building consisting of nine (9) closed T-Hangars, a storage unit, and three (3) office suites; and

WHEREAS, Michael R. Cook is desirous of leasing space in 31501 Bryan Circle T-Hangar B; NOW, THEREFORE,

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

SECTION 1.

A certain T-Hangar Lease Agreement ("Lease"), a copy of which is attached hereto and made a part hereof by reference, by and between the City of Pueblo, a Colorado Municipal Corporation, and Michael R. Cook, to lease space in 31501 Bryan Circle T-Hangar B at Pueblo Memorial Airport, after having been approved as to form by the City Attorney, is hereby accepted approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

City of Pueblo
Department of Aviation
T-Hangar Lease Agreement

This T-Hangar Lease Agreement ("Lease") entered into this ____ day of ____, 20__ ("Effective Date"), between the City of Pueblo, a Municipal Corporation ("Lessor" or "City"), and _____, whose address is _____ ("Lessee").

WHEREAS, Lessor owns and operates the Pueblo Memorial Airport ("Airport"); and

WHEREAS, Lessee is desirous of leasing a hangar at the Airport upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and mutual promises, covenants and conditions contained herein, Lessor and Lessee hereby agree as follows:

1. LEASED PREMISES

- a. Lessor hereby leases to Lessee the area generally known as _____, a t-hangar, located at Airport for the use of storing an aircraft, tail number _____, which shall be continually registered with the Federal Aviation Administration ("FAA") throughout the life of this Lease. Lessee agrees to report any changes in this aircraft tail number within fourteen (14) days in order for Lessor to comply with FAA reporting requirements.
- b. This Lease and Lessee's use of the leased premises are subject to the easements, rights of way, covenants, conditions, restrictions, reservations and limitations appearing of record, and all applicable zoning and land use laws, ordinances, codes and regulations, including but not limited to all conditions, regulations, restrictions, and requirements imposed by the FAA, governing and regulating the leased premises and its use.

2. TERM

- a. The term of this Lease shall be for one calendar month, which shall automatically renew for successive one month terms unless earlier terminated by a party.
- b. Either party may terminate this Lease by providing at least fourteen (14) days prior written notice to the other party stating that the Lease shall terminate on a certain date.

3. RENT

- a. In consideration of the rights and privileges contained herein, Lessee agrees to pay a monthly fee, payable in advance without notice by the first day of each month, of \$ _____ for use of the leased premises. Rent not paid by the tenth (10th) of the month shall accrue a late fee of eight percent (8%) per month. Rent shall include the combined service fee and utility costs for electricity. No other utilities shall be provided or allowed at the leased premises.
- b. Rent shall increase annually on the anniversary date of the Effective Date by two and one-half percent (2.5%) over the previous monthly rent beginning with the third anniversary date and continuing every year thereafter. The third anniversary date shall be _____, _____.

4. DEPOSIT

- a. Lessee also agrees to pay a security deposit to the airport equal to one month's rent. The security deposit and first month's rent shall be paid upon execution of this agreement. Deposits shall be refunded following termination of this agreement, less any rent due or damages to the leased premises.
- b. In the event that Lessee fails, neglects or refuses to pay any rent, fee, or other sum due, or fails to perform any obligation under this Lease, then Lessor may, in its sole and absolute discretion, draw from the security deposit to remedy Lessee's default. Nothing contained in this Lease shall require Lessor to remedy Lessee's default in this manner, and Lessor may instead, in its sole and absolute discretion, refuse to remedy Lessee's default by drawing on the security deposit, and instead pursue the remedies for default provided in this Lease or by law.
- c. In the event that Lessor draws from this security deposit to remedy Lessee's default, Lessor shall notify Lessee in writing and require Lessee to replenish the deposit to its original level. Failure of Lessee to comply with this section shall constitute a material breach of this Lease.

5. TAXES

- a. Lessee shall promptly pay when due, all taxes, fees, licenses, and other governmental charges assessed against or applicable to the leased premises. Possessory interest tax is assessed by the County of Pueblo and is the responsibility of the Lessee. The Lessor is a tax-exempt entity and shall not be liable for any tax of the Lessee. Lessee should be aware that there are multiple taxes and costs associated with owning and operating an aircraft, including the leasing of hangar space. All applicable taxes and costs shall be paid by Lessee, even if Lessee was unaware of such taxes and costs.

6. RELEASE; INSURANCE

- a. Lessee assumes all risk of loss, damage, injury and liability for the same that may occur to Lessee, Lessee's guests, Lessee's aircraft and Lessee's improvements and property in or upon the leased premises and Lessor shall not be liable or responsible for any such loss, damage or injury, regardless of the cause thereof, including, without limitation, the negligence of Lessor, its officers, agents or employees.
- b. Lessee, at its sole cost and expense, shall, during the life of this agreement, procure, pay for and keep in full force and effect a comprehensive policy of commercial general liability insurance. The policy shall have limits in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Such coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the leased premises (including acts or omissions of the Lessee). This policy shall name the City of Pueblo as additional insured and loss payee for the policy. The policy shall contain a provision that the policy cannot be canceled or materially altered either by the insured or the insurance company unless thirty (30) days prior written notice thereof is given to the Lessee and City. Upon issuance or renewal of any such insurance policy, the Lessee shall furnish to the City a certificate of insurance evidencing coverage required under this contract.

- c. A current and valid certificate of insurance for the above described policies shall be submitted to the City at the time of signing of this agreement, and Lessee shall notify the Director of Aviation of any changes, expiration or renewal of said policies within two (2) weeks of such change.

7. RIGHTS AND PRIVILEGES OF THE LESSEE

- a. Lessee shall have the exclusive use of the leased premises for the purpose of storing Lessee's aircraft and aeronautical property except as specifically set forth, hereinafter. Lessee shall not assign nor sublet the leased premises or any part thereof.
- b. Except as may be specifically authorized herein to the contrary, Lessee shall not, without the prior written approval of the Director of Aviation, make improvements, modifications, revisions, installation of signs or other alterations to the leased premises. Costs of improvements, revisions, signs and alterations shall be borne solely by Lessee and all such improvements, modifications, revisions or alterations shall upon expiration or termination of this agreement be removed without cost to the Lessor. Lessor may, on a case by case basis, allow the improvements to remain, in which case Lessor shall not be liable for the cost of the improvements. All improvements must be done by trade professionals licensed, insured and permitted to conduct business within the City.
- c. Lessee, its employees and invitees shall have the right of ingress and egress between designated airport access points and the leased premises over, upon, and through such streets and not others as from time to time shall be designated by the Director of Aviation. Driveways from existing streets into the leased premises shall be located as designated by the City of Pueblo through the Director of Aviation.
- d. Lessee shall only use the leased premises for the storage of aircraft and minor incidental materials. The leased premises shall not be used for the storage of non-aeronautical personal property, living accommodations, or in any other way inconsistent with this Lease. Failure to abide by this provision shall constitute a material breach of this Lease.

8. RIGHTS AND PRIVILEGES OF THE LESSOR

- a. All rights not herein granted to the Lessee are reserved to Lessor and nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 as amended.
- b. Lessor shall have full and unrestricted right to enter upon those portions of the Airport occupied and leased herein by the Lessee, and Lessor, its agents or representatives shall be permitted to inspect same during any regular business hours or upon twenty-four (24) hours' notice to Lessee.
- c. Lessor reserves the right to maintain and keep in repair the landing areas of the airport and all publicly owned facilities of the airport, but shall not be obligated to the Lessee for any failure to so maintain or keep in repair.
- d. Lessee recognizes that from time to time it will be necessary for Lessor to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance and repair at and to the Airport in order that the Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or interrupt Lessee's operations at the Airport. Lessee agrees that no liability shall attach to Lessor, its officers, agents,

employees, contractors, subcontractors and representatives by reason of such inconvenience or interruption, and for and in further consideration of the premises, Lessee waives any right to claim damages or other consideration therefore. The Lessee shall be obligated to pay all rent and fulfill all obligations of this Lease at all times, including, but not limited to, when access to the Airport is temporarily restricted due to routine construction, reconstruction, expansion, or other potential alteration of the airfield.

- e. There is hereby reserved to the Lessor, it's successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using such airspace or landing at, taking off from, or operating at Pueblo Memorial Airport.
- f. Lessor reserves the right, without any obligation on its part to do so, to develop, modify, change, improve or abandon the Airport or any part thereof, as it may determine in its sole discretion, at any time, regardless of the desires or view of Lessee, and without interference or hindrance from Lessee or liability to Lessee.

9. OBLIGATIONS OF THE LESSEE

- a. Lessee shall, at its own expense, keep the premises neat, clean, safe and orderly at all times, free of waste, rubbish and debris, and shall provide a complete and proper arrangement for the sanitary handling and disposal of all trash, garbage and other refuse resulting from Lessee's activities at the Airport. No outside storage of parts, materials, equipment, inventory, or other material shall be permitted. Lessee understands that snow removal within five (5) feet of the hangar door is the responsibility of Lessee.
- b. Lessee agrees to indemnify, defend, and save the Lessor, it's agents, officer's representatives and employees, harmless from and against any and all penalties, liability or loss including costs and attorney fees resulting from claims or court action, whether civil, criminal or in equity, and arising directly or indirectly out of: (i) acts of the Lessee, his agents, employees, or servants; (ii) occurring in on or about the leased premises; (iii) arising out of or resulting from the leased premises, or any condition thereon, or from Lessee's use and occupancy of the leased premises, or any equipment thereon or appurtenances thereto, or any activity conducted therein; or (iv) through any injury or damage that may be caused or occasioned.
- c. Lessee shall not hold or attempt to hold Lessor liable for any injury, including loss of life, to any person, or for damage to any property while on the leased premises or the airport, irrespective of how such injury or damage may be caused or occasioned.

10. OBLIGATIONS OF THE LESSOR

- a. Lessor shall maintain the floor, walls, roof and doors of said premises, except that the cost of repair for any damages to same caused by Lessee, his employees, agents, or invitees shall be borne solely by Lessee.
- b. All risk of loss or damage to Lessee's aircraft and other personal property in or upon the leased premises is assumed by Lessee, and Lessor shall not be liable or responsible for any loss or damage to such aircraft and other personal property regardless of the

cause thereof, including, without limitation, the negligence of Lessor, its officers, agents or employees.

- c. Locks shall be provided by the Lessor and shall be the only locks placed on the hangar. Locks shall be removed and replaced solely by the Lessor. Lessee shall have no right to alter, change or replace the Lessor's locks.

11. GENERAL CONDITIONS

- a. The terms and conditions of this Lease and Lessee's rights hereunder are hereby made subject to the provisions of the Code of Ordinances of the City of Pueblo, as same may be subsequently amended. In the event of conflict between said Code and this Lease, said Code shall control. Title III of said Code specifically relates to the Department of Aviation.
- b. The Lessee, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained or otherwise operating on the property described in the Lease for the purpose of which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- c. The Lessee, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased premises; (2) that in the construction of any improvements on, over, or under the leased premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that the Lessee shall use the leased premises in compliance with all other applicable requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- d. The Lessee, by accepting this Lease expressly agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking-off of aircraft from Pueblo Memorial Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the premises hereby leased at any time and cause the abatement of such interference at the expense of the Lessee.
- e. This Lease and all the provisions hereof are subject to all rights the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, re-entry upon and taking over of the said Airport including the leased premises.

- f. The Lessee shall observe faithfully all rules and regulations affecting use of the Airport, whether established by the Director of Aviation, the City or other political subdivision having jurisdiction, the State of Colorado or the United States, or agencies thereof, including but not limited to rules affecting the operation of motor vehicles upon, to and from the Airport.
- g. The Lessee, and all officers, agents and employees of Lessee, hereby agree to be bound by and subject to all Police Ordinances of the City of Pueblo at all times while on the Airport, whether acting in the course of Lessee's business or otherwise.
- h. The leased premises is leased "As Is, Where Is, With All Its Faults" and Lessor has not at any time made any warranty or representation of any kind or character, express or implied, with respect to the leased premises, including but not limited to, any warranty or representation as to suitability or fitness for a particular purpose, title, zoning, physical or environment conditions, utilities, governmental approvals, the compliance of the leased premises with governmental and environment laws and regulations, the truth, accuracy or completeness of any document or other information provided to Lessee by Lessor or any other person, or any other matter or thing regarding the leased premises.
- i. The Lessee represents that it has inspected the Airport, leased premises, and facilities and accepts the conditions of same and fully assumes the risk incident to the use thereof. The Lessor shall not be liable to the Lessee for any damages or injuries to the property or personnel of the Lessee which result from hidden, latent, or other dangerous conditions on the airport or leased premises. Lessee's taking of possession of the leased premises shall be conclusive evidence that Lessee accepts the leased premises in its present condition and that the leased premises is in good and satisfactory condition at the time such possession was taken.
- j. The acts and omissions of Lessee's employees, agents, contractors, and guests shall be imputed to Lessee for purposes of this Lease.

12. DEFAULT, HOLDOVER, AND NON-PERFORMANCE CONDITIONS

- a. If after the expiration of the term of this Lease, Lessee shall remain in possession of the leased premises and continue to pay rent without any express written agreement as to such holding over, then Lessee agrees that all terms and covenants of the Lease shall remain in effect, except that Lessee shall be a tenant from month-to-month at the then current monthly rent and subject to the same annual adjustments as previously existed. During the term of any month-to-month tenancy, Lessor or Lessee may terminate this Lease upon fourteen (14) days prior written notice to the other party.
- b. If the Lessee shall be declared insolvent or bankrupt, or if any assignment of the Lessee's property shall be made for the benefit of creditors or otherwise, or if Lessee's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any Court of Law, or a Trustee in Bankruptcy or a Receiver appointed for the property of the Lessee, whether under the operation of the State or the Federal statutes, then and in any such case, the Lessor may, at his option, immediately with or without notice, notice being expressly waived, terminate this Lease and immediately retake possession of said premises without the same working any forfeiture of any accrued obligations of the Lessee hereunder.

- c. If the rent or any part thereof shall be in default, or in case of any breach by the Lessee of any of the covenants or agreements herein, Lessor may declare this Lease terminated, and after the expiration of fourteen (14) days from the date of the service of a written notice to that effect, be entitled to the possession of said premises. After the expiration of this Lease or any violation of any term or provision as herein provided for, if Lessee shall refuse to surrender and deliver possession of the leased premises after notice of termination, then in that event Lessor may, without further notice or demand, enter into and upon said premises, or any part thereof, and take possession thereof and repossess them, and expel, remove and put out of possession the Lessee, using such help, assistance and force in so doing as may be needful and proper, without prejudice to any remedy allowed by law, available in such cases.
- d. That in case said premises are left vacant and any part of the rent herein reserved be due and unpaid, then the Lessor may, without in anyway being obligated to do so, and without terminating this Lease, retake possession of said premises and rent the same for such rent, and upon such conditions as the Lessor may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and said Lessee shall be liable for the balance of the rent herein reserved until the expiration of this Lease.
- e. In the event the Lease be terminated, as herein provided, Lessor should have and is hereby given a lien upon Lessee's equipment, fixtures, furniture and inventory in or upon the leased premises for all rent, expenses, attorney fees and costs then due or to become payable by Lessee hereunder, and such lien may be enforced by the taking and sale of such property in the same manner and as provided for the disposition of collateral under the Colorado Uniform Commercial Code.
- f. Lessee agrees to pay the Lessor all costs, including reasonable attorney fees, incurred by Lessor in recovering any rent or other money due and unpaid under the terms of this Lease or to recover possession of the leased premises after termination hereof.
- g. Without affecting any other rights granted to Lessor under this Lease, Lessee shall remove its airplane and any personal property from the leased premises within seven (7) days after termination of this Lease. Should Lessee fail to remove its property within that seven (7) day period, Lessor shall have the right to enter and remove the property, where Lessee shall be liable for all costs of removal. Unclaimed property shall be considered abandoned and may be disposed of in any manner Lessor deems appropriate. Should Lessor choose to sell the abandoned property, any money so derived shall first go to pay costs due to the Lessor, while any left-over amounts shall be forwarded to the Lessee.

13. SPECIAL CONDITIONS

- a. Lessee agree that no flammable liquids or hazardous materials shall be used or stored on the premises, excepting the fuel in the aircraft fuel tanks or in the tank of a stored automobile, properly parked.
- b. It is expressly understood that no person other than the Lessee or his regular employee may perform services on any aircraft on the leased premises in such a manner as not to exceed the definition of preventative maintenance in 14 CFR Part 43 - Appendix A and in accordance with local ordinance.

- c. Lessee agrees not to use the leased premises for commercial or residential uses and that all uses shall be substantially aeronautical.
- d. Lessee agrees to provide drip pans of a non-flammable material under the aircraft to prevent damage to the floor, should said aircraft leak any fluids.
- e. It is expressly understood by Lessee that security within the air operations area of the Airport is vital. The drive through gate entering the air operations area shall be kept closed and locked at all times except for ingress and egress. Only automobiles belonging to owners of aircraft hangered therein will be permitted on the air operations area. Any automobile brought by Lessee shall be the sole responsibility of the Lessee.
- f. Violation of airport security rules as now, or in the future may, exist shall be grounds for immediate termination of this Lease.
- g. No person or automobile shall go beyond the immediate vicinity of the leased premises without the express written consent of the Director of Aviation.
- h. Automobiles must be parked in designated parking spaces or within the hangar, except that the hangar cannot be used solely for storage of automobiles.
- i. Mounting, hanging, suspending, or otherwise installing any item from the ceiling, support beams, or roofing structure is expressly forbidden.
- j. Hangar doors shall remain closed and locked except during periods when the hangar is attended by Lessee. This is to prevent damage from sudden storms and the creation of foreign object debris.

14. ENVIRONMENTAL PROVISIONS

- a. For the purpose of this Lease, "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado or the United States government and shall include, but not be limited to: (i) substances defined as "hazardous waste," "restricted hazardous waste," "hazardous substance" or "hazardous material" under any applicable federal, state or local law or regulation (Environmental Regulations); (ii) asbestos-containing materials; (iii) PCBs; (iv) petroleum or petroleum based products; and (v) lead.
- b. Lessee will comply with Environmental Regulations that are applicable to Lessee and its use of the leased premises. No activity shall be undertaken by Lessee, its guests, employees, agents, contractors or subcontractors, on all or any portion of the Leased Premises which would cause or permit: (i) the presence, use, generation, release, discharge, storage or disposal of any Hazardous Material in, on, under, about, or from the leased premises or any part thereof in violation of any Environmental Regulations; (ii) any portion of the leased premises to become a hazardous waste treatment, storage or disposal facility without receiving proper governmental authorization, and in compliance with all Environmental Regulations; or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions without receiving proper governmental authorization, and in compliance with all Environmental Regulations, including, without limitation, the Federal Water Pollution Control Act, U.S.C. Section 1251 et seq. and the Clean Air Act, 42 U.S.C. Section 7401 et seq.
- c. Lessee agrees to defend, indemnify and forever hold harmless Lessor, and its officers, employees, agents, successors, and assigns, from all claims, losses, damages, penalties, expenses and costs, including, but not limited to, attorneys' fees, characterization,

remediation and cleanup costs, incurred by reason of the use, storage, generation, release, discharge, maintenance, disposal, or removal of Hazardous Materials in, on, under, about, or from the leased premises, or any part thereof, by Lessee, its employees, agents, guests, contractors and subcontractors.

15. MISCELLANEOUS PROVISIONS

- a. No assent, express or implied, to any breach of any one or more of the covenants and agreements hereof, shall be deemed or taken to be a waiver of any succeeding or other breach.
- b. All covenants and agreements in this Lease shall be binding upon and inure to the benefit of the heirs, successors, assigns and legal representatives of Lessor and Lessee.
- c. Any notice, demand or request provided in this Lease shall be in writing and sent by certified mail, return receipt requested to the other party at the addresses listed above or at such other address as each party may provide the other by written notice. Such notice shall be deemed given on the day it is properly mailed.
- d. Nothing in this Lease is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.
- e. This Lease shall be governed by the laws of the State of Colorado. Venue for any action arising under this Lease or for the enforcement of this Lease shall be in a state court with jurisdiction located in Pueblo County, Colorado.
- f. This Lease shall not be assigned by Lessee for any reason.
- g. Nothing in this Lease is intended to nor shall be deemed to constitute a partnership or joint venture between the parties, or to create any agency or partner relationship between the parties. Neither party shall hold itself out as a partner, joint venture, agent, or representative of the other under this Lease.

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

LESSEE:

LESSOR:

City of Pueblo, A Municipal Corporation

By: _____
Nicholas A. Gradisar, Mayor

ATTEST:

By: _____
City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 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 A T-HANGAR LEASE AGREEMENT FOR SPACE IN 31501 BRYAN CIRCLE T-HANGAR C AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PHILIP SMITH, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a T-Hangar Lease Agreement with Philip Smith for space in 31501 Bryan Circle T-Hangar C to store an aircraft.

PREVIOUS COUNCIL ACTION:

On September 23, 2024, City Council passed an Ordinance to increase rent to \$265 per month commencing on January 1, 2025.

BACKGROUND:

The City owns a Hangar located at 31501 Bryan Circle on the Pueblo Memorial Airport consisting of 9 closed T-Hangars, a storage unit, and three office suites. The T-Hangars can be leased out on a month-to-month basis to general aviation pilots for the storage of their personal aircraft.

Philip Smith entered into a T-Hangar Lease Agreement on December 12, 2014, and wishes to remain in the leasehold. The new T-Hangar Lease Agreement will reflect the change in rent rate and adopt new lease language.

FINANCIAL IMPLICATIONS:

The hangar will be leased for \$265.00 per month for one aircraft. Previously Philip Smith was paying \$165.00 per month.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the tenant will need to vacate the leasehold prior to January 1, 2025, and the T-Hangar will be vacant.

RECOMMENDATION:

The Department of Aviation recommends approval of this Ordinance.

ATTACHMENTS:

1. Smith 2014 12 12 LEASE AGREEMENT

ORDINANCE NO.

AN ORDINANCE APPROVING A T-HANGAR LEASE AGREEMENT FOR SPACE IN 31501 BRYAN CIRCLE T-HANGAR C AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PHILIP SMITH, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo is the owner and operator of the Pueblo Memorial Airport together with the land on which said Airport is situated; and

WHEREAS, the City of Pueblo owns and manages 31501 Bryan Circle, a building consisting of nine (9) closed T-Hangars, a storage unit, and three (3) office suites; and

WHEREAS, Philip Smith is desirous of leasing space in 31501 Bryan Circle T-Hangar C; NOW, THEREFORE,

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

SECTION 1.

A certain T-Hangar Lease Agreement ("Lease"), a copy of which is attached hereto and made a part hereof by reference, by and between the City of Pueblo, a Colorado Municipal Corporation, and Philip Smith, to lease space in 31501 Bryan Circle T-Hangar C at Pueblo Memorial Airport, after having been approved as to form by the City Attorney, is hereby accepted approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

PUEBLO MEMORIAL AIRPORT
T-HANGAR LEASE AGREEMENT

The Lease Agreement entered into this 12th day of December, 2014, between the City of Pueblo, a Municipal Corporation, herein called Lessor, and Philip Smith, 31806 Road 4, Copeland, KS 67837, (620) 338-1271, herein called Lessee,

Witnesseth:

That in consideration of the payment of rent hereinafter provided and the keeping and performance of each of the covenants and agreements of the said Lessee hereinafter set forth, said Lessor has and does hereby lease unto the said Lessee the following premises situated at the Pueblo Memorial Airport, hereinafter called Airport, in the County of Pueblo, State of Colorado, to-wit:

T-Hangar Unit # 3
Aircraft: N2997C, Cessna 180

To have and hold the same unto the said Lessee for a term of one calendar month, said term automatically renewed each month unless terminated by either party by written notice delivered at least 14 calendar days prior to said termination, at and for a rental of \$ 165.00 per month, payable in advance on or before the tenth day of each month throughout the term, at a place to be designated by the Lessor with or without notice.

1. RIGHTS AND PRIVILEGES OF LESSEE

- A. Lessee shall have the exclusive use of the leased premises for the purpose of storing his aircraft and personal property except as specifically set forth hereinafter. Lessee shall not assign nor sublet the leased premises or any part thereof without the prior written approval of the Lessor.
- B. Except as may be specifically authorized herein to the contrary, Lessee shall not, without the prior written approval of the Director of Aviation, make improvements, modifications, revisions, installation of signs or other alterations to the leased premises. Costs of approved improvements, modifications, revisions, signs and alterations shall be borne solely by Lessee and all such improvements, modifications, revisions or alterations shall upon expiration of the original term or any renewal term or prior termination of this lease for any reason become and remain the property of the Lessor.
- C. Lessee, it's employees and invitees shall have the right of ingress and egress between the Main entrance of the Airport as the same now exists or may hereafter be relocated and the leased premises over, upon and through such streets and not other as from time to time shall be designated by the Director of Aviation. Driveways from existing streets into the leased premises shall be located as designated by the Director of Aviation.

2. RIGHTS AND PRIVILEGES OF LESSOR

- A. All rights not herein granted to the Lessee are reserved to Lessor and nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.
- B. Lessor shall have full and unrestricted right to enter upon those portions of the Airport occupied and leased herein by the Lessee, and Lessor, it's agents or representatives shall be permitted to inspect same at any reasonable hour.

- C. Lessor reserves the right to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport but shall not be obligated to the Lessee for any failure to so maintain or keep in repair.
- D. There is hereby reserved to the Lessor, it's successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using such airspace or landing at, taking off from, or operating on Pueblo Memorial Airport.
- E. It is further understood and agreed that this Agreement is subject to the written prior approval of the Federal Aviation Administration and that the provisions hereof cannot be modified without prior written approval by said Federal Aviation Administration.

3. OBLIGATIONS OF LESSEE

- A. The Lessee, shall, at it's own expense, keep the premises neat, clean, safe and orderly at all times, free of waste, rubbish and debris, and shall provide a complete and proper arrangement for the sanitary handling and disposal of all trash, garbage and other refuse resulting from Lessee's activities at the Airport. No outside storage of parts, materials, equipment, inventory, or other material shall be permitted.
- B. The Lessee agrees to indemnify, defend, and save the Lessor, it's agents, officers, representatives and employees, harmless from and against any and all penalties, liability or loss including costs and attorney fees resulting from claims or court action, whether civil, criminal or in equity, and arising directly or indirectly out of acts of the Lessee, his agents, employees, or servants or through any injury or casualty occurring on the leased premises.
- C. Lessee shall not hold or attempt to hold Lessor liable for any injury, including loss of life, to any person, or for damage to any property while on the leased premises or the Airport, irrespective of how such injury or damage may be caused or occasioned.

4. OBLIGATIONS OF LESSOR

- A. Lessor shall maintain the floor, walls, roof and doors of said premises, except that the cost of repairs for any damages to same caused by Lessee, his employees, agents, or invitees shall be borne solely be Lessee.
- B. All risk of loss or damage to Lessee's aircraft and other personal property in or upon the leased premises is assumed by Lessee, and Lessor shall not be liable or responsible for any loss or damage to such aircraft and other personal property regardless of the cause thereof, including, without limitation, the negligence of Lessor, its officers, agents or employees.

5. GENERAL CONDITIONS

- A. The terms and conditions of this Lease and Lessee's rights hereunder are hereby made subject to the provisions of Title III Chapter 1 of the 1971 Code of Ordinances of the City of Pueblo and as same may be subsequently amended. In the event of conflict between said Code of Ordinances and any provision herein said Code shall control.
- B. The Lessee, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained or otherwise operated on the said property described in this lease for the purpose of which a Department of

Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

The Lessee, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased premises, (2) that in the construction of any improvements on, over, or under the leased premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the leased premises in compliance with all other applicable requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

- C. The Lessee by accepting this Lease expressly agrees for itself, it's successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking-off of aircraft from Pueblo Memorial Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Lessee.
- D. This Lease and all the provisions hereof are subject to all rights the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, re-entry upon and taking over of the said Airport including the leased premises.
- E. The Lessee shall observe faithfully all rules and regulations affecting use of the Airport, whether established by the Director of Aviation, by the City or other political subdivision having jurisdiction, by the State of Colorado or the United States, or agencies thereof, including but not limited to rules affecting the operation of motor vehicles upon, to and from the Airport.
- F. The Lessee, and all officers, agents and employees of Lessee, hereby agree to be bound by and subject to all the Police Ordinances of Pueblo, a Municipal Corporation, at all times while on the Airport, whether acting in the course of Lessee's business or otherwise.
- G. The Lessee represents that it has inspected the Airport and all of it's premises and facilities and that it accepts the conditions of same and fully assumes the risk incident to the use thereof. The Lessor shall not be liable to the Lessee for any damages or injuries to the property or personnel of the Lessee which result from hidden, latent or other dangerous conditions on the Airport or leased premises.

6. DEFAULT HOLDOVER AND NON-PERFORMANCE CONDITIONS

- A. That if, after the expiration of the term of this Lease, Lessee shall remain in possession of the leased premises and continue to pay rent without any express written agreement as to such

holding over, then Lessee agrees that all terms and covenants of this Lease shall remain in effect, except that Lessee shall be a tenant from month to month at a monthly rental equal to 125% of the rent for the last month payable hereunder.

- B. That if the Lessee shall be declared insolvent or bankrupt, or if any assignment of the Lessee's property shall be made for the benefit of creditors or otherwise, or if Lessee's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any Court of Law, or a Trustee in Bankruptcy or a Receiver appointed for the property of the Lessee, whether under the operation of the State or the Federal statutes, then and in any such case, the Lessor may, at his option, immediately with or without notice, notice being expressly waived, terminate this Lease and immediately retake possession of said premises without the same working any forfeiture of any accrued obligations of the Lessee hereunder.
- C. That if the rent above reserved, or any part thereof shall be in default, or in case of a breach by the Lessee of any of the covenants or agreements herein, the said Lessor may declare this Lease terminated, and after the expiration of three (3) days from the date of the service of a written notice to that effect, be entitled to the possession of said premises either by the expiration of this Lease or by any violation on any term or provision as herein provided for, and the said Lessee shall refuse to surrender and deliver up the possession of said premises, after the service of said notice as aforesaid, then and on that event, the said Lessor may, without further notice or demand, enter into and upon said premises, or any part thereof, and take possession thereof and repossess them, and expel, remove and put out of possession the Lessee, using such help, assistance and force in so doing as may be needful and proper, without prejudice to any remedy allowed by law, available in such cases.
- D. That in case said premises are left vacant and any part of the rent herein reserved be due and unpaid, then the Lessor may, without in anyway being obligated to do so, and without terminating this Lease, retake possession of said premises and rent the same for such rent, and upon such conditions as the Lessor may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and said Lessee shall be liable for the balance of the rent herein reserved until the expiration of this Lease.
- E. In the event the Lease Agreement be terminated as herein provided, Lessor should have and is hereby given a lien upon Lessee's equipment, fixtures, furniture and inventory located in or upon the leased premises for all rent, expenses, attorney fees and costs then due or to become payable by Lessee hereunder, and such lien may be enforced by the taking and sale of such property in the same manner and as provided for the disposition of collateral under the Colorado Uniform commercial Code.
- F. Lessee agrees to pay the Lessor all costs, including a reasonable attorney fee, incurred by Lessor in recovering any rent or other money due and unpaid under the terms of this Lease or to recover possession of the leased premises after termination hereof.

7. SPECIAL CONDITIONS

- A. Lessee agrees that no inflammable liquids or hazardous materials shall be used or stored in the premises, excepting the fuel in the aircraft fuel tanks or in the tank of a stored automobile.
- B. It is expressly understood that no person other than the Lessee or his regular employee may perform services (including, but not limited to, maintenance and repair) on any aircraft on the leased premises.
- C. Lessee agrees to provide drip pans of a non-inflammable material under the aircraft to prevent

damage to the asphalt floor from dripping oil or fluid.

- D. It is expressly understood by Lessee that Security in the T-Hangar area as elsewhere on the Airport is vital. The drive thru gate entering the T-Hangar area shall be kept closed and locked at all times except for ingress or egress. Only autos belonging to owners of aircraft hangared therein or their employees will be permitted in the T-Hangar Area. Only owners of aircraft hangared therein, their employees or invitees will be permitted in the Area and the aircraft owner shall be responsible for the actions of these people.
- E. Violations of Airport Security Rules shall be sufficient grounds for termination of this Agreement.
- F. No person or vehicle shall go beyond the area adjacent the T-Hangars without expressed permission in writing from the Director of Aviation except in lawful departure by aircraft.
- G. Hangar doors shall remain closed and locked except during periods when the Hangar is attended by a Tenant. (This will prevent sudden wind storms damaging aircraft in the Hangar if doors are left open and unattended.)

8. MISCELLANEOUS PROVISIONS

- A. That no assent, expressed or implied, to any breach of any one or more of the covenants and agreements hereof, shall be deemed or taken to be a waiver of any succeeding or other breach.
- B. That all covenants and agreements in this Lease contained shall be binding upon and inure to the benefit of the heirs, successors, assigns and legal representatives of said Lessor and said Lessee.

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

LESSOR:
Pueblo, a Municipal Corporation

By Mark Lovin
Mark Lovin
Director of Aviation

WITNESS:

Diana DeLeon
Diana DeLeon

LESSEE:

Philip W. Smith
Philip W. Smith



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 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 A T-HANGAR LEASE AGREEMENT FOR SPACE IN 31501 BRYAN CIRCLE T-HANGAR D AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND KRISTIAN NARVESON, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a T-Hangar Lease Agreement with Kristian Narveson for space in 31501 Bryan Circle T-Hangar D to store an aircraft.

PREVIOUS COUNCIL ACTION:

On September 23, 2024, City Council passed an Ordinance to increase rent to \$265 per month commencing on January 1, 2025.

BACKGROUND:

The City owns a Hangar located at 31501 Bryan Circle on the Pueblo Memorial Airport consisting of 9 closed T-Hangars, a storage unit, and three office suites. The T-Hangars can be leased out on a month-to-month basis to general aviation pilots for the storage of their personal aircraft.

Kristian Narveson entered into a T-Hangar Lease Agreement on April 27, 2017, and wishes to remain in the leasehold. The new T-Hangar Lease Agreement will reflect the change in rent rate and adopt new lease language.

FINANCIAL IMPLICATIONS:

The hangar will be leased for \$265.00 per month for one aircraft. Previously Kristian Narveson was paying \$185.00 per month.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the tenant will need to vacate the leasehold prior to January 1, 2025, and the T-Hangar will be vacant.

RECOMMENDATION:

The Department of Aviation recommends approval of this Ordinance.

ATTACHMENTS:

1. Narveson 2017 04 27 LEASE AGREEMENT

ORDINANCE NO.

AN ORDINANCE APPROVING A T-HANGAR LEASE AGREEMENT FOR SPACE IN 31501 BRYAN CIRCLE T-HANGAR D AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND KRISTIAN NARVESON, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo is the owner and operator of the Pueblo Memorial Airport together with the land on which said Airport is situated; and

WHEREAS, the City of Pueblo owns and manages 31501 Bryan Circle, a building consisting of nine (9) closed T-Hangars, a storage unit, and three (3) office suites; and

WHEREAS, Kristian Narveson is desirous of leasing space in 31501 Bryan Circle T-Hangar D; NOW, THEREFORE,

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

SECTION 1.

A certain T-Hangar Lease Agreement ("Lease"), a copy of which is attached hereto and made a part hereof by reference, by and between the City of Pueblo, a Colorado Municipal Corporation, and Kristian Narveson, to lease space in 31501 Bryan Circle T-Hangar D at Pueblo Memorial Airport, after having been approved as to form by the City Attorney, is hereby accepted approved.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

PUEBLO MEMORIAL AIRPORT

T-HANGAR LEASE AGREEMENT

The Lease Agreement entered into this 27th day of April, 2017, between the City of Pueblo, a Municipal Corporation, herein called Lessor, and Kristian Narveson, 561 S. Watermelon Drive, Pueblo West, CO 81007, 318-470-9966, herein called Lessee,

Witnesseth:

That in consideration of the payment of rent hereinafter provided and the keeping and performance of each of the covenants and agreements of the said Lessee hereinafter set forth, said Lessor has and does hereby lease unto the said Lessee the following premises situated at the Pueblo Memorial Airport, hereinafter called Airport, in the County of Pueblo, State of Colorado, to-wit:

T-Hangar Unit # 4
Aircraft: Piper Comanche PA-24-250, N8237P

To have and hold the same unto the said Lessee for a term of one calendar month, said term automatically renewed each month unless terminated by either party by written notice delivered at least 14 calendar days prior to said termination, at and for a rental of \$185.00 per month, payable in advance on or before the tenth day of each month throughout the term, at a place to be designated by the Lessor with or without notice.

1. RIGHTS AND PRIVILEGES OF LESSEE

- A. Lessee shall have the exclusive use of the leased premises for the purpose of storing his aircraft and personal property except as specifically set forth hereinafter. Lessee shall not assign nor sublet the leased premises or any part thereof without the prior written approval of the Lessor.
- B. Except as may be specifically authorized herein to the contrary, Lessee shall not, without the prior written approval of the Director of Aviation, make improvements, modifications, revisions, installation of signs or other alterations to the leased premises. Costs of approved improvements, modifications, revisions, signs and alterations shall be borne solely by Lessee and all such improvements, modifications, revisions or alterations shall upon expiration of the original term or any renewal term or prior termination of this lease for any reason become and remain the property of the Lessor.
- C. Lessee, its employees and invitees shall have the right of ingress and egress between the Main entrance of the Airport as the same now exists or may hereafter be relocated and the leased premises over, upon and through such streets and not other as from time to time shall be designated by the Director of Aviation. Driveways from existing streets into the leased premises shall be located as designated by the Director of Aviation.

2. RIGHTS AND PRIVILEGES OF LESSOR

- A. All rights not herein granted to the Lessee are reserved to Lessor and nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.
- B. Lessor shall have full and unrestricted right to enter upon those portions of the Airport occupied and leased herein by the Lessee, and Lessor, its agents or representatives shall be permitted to inspect same at any reasonable hour.

- C. Lessor reserves the right to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport but shall not be obligated to the Lessee for any failure to so maintain or keep in repair.
- D. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using such airspace or landing at, taking off from, or operating on Pueblo Memorial Airport.
- E. It is further understood and agreed that this Agreement is subject to the written prior approval of the Federal Aviation Administration and that the provisions hereof cannot be modified without prior written approval by said Federal Aviation Administration.

3. OBLIGATIONS OF LESSEE

- A. The Lessee, shall, at its own expense, keep the premises neat, clean, safe and orderly at all times, free of waste, rubbish and debris, and shall provide a complete and proper arrangement for the sanitary handling and disposal of all trash, garbage and other refuse resulting from Lessee's activities at the Airport. No outside storage of parts, materials, equipment, inventory, or other material shall be permitted.
- B. The Lessee agrees to indemnify, defend, and save the Lessor, its agents, officers, representatives and employees, harmless from and against any and all penalties, liability or loss including costs and attorney fees resulting from claims or court action, whether civil, criminal or in equity, and arising directly or indirectly out of acts of the Lessee, his agents, employees, or servants or through any injury or casualty occurring on the leased premises.
- C. Lessee shall not hold or attempt to hold Lessor liable for any injury, including loss of life, to any person, or for damage to any property while on the leased premises or the Airport, irrespective of how such injury or damage may be caused or occasioned.

4. OBLIGATIONS OF LESSOR

- A. Lessor shall maintain the floor, walls, roof and doors of said premises, except that the cost of repairs for any damages to same caused by Lessee, his employees, agents, or invitees shall be borne solely by Lessee.
- B. All risk of loss or damage to Lessee's aircraft and other personal property in or upon the leased premises is assumed by Lessee, and Lessor shall not be liable or responsible for any loss or damage to such aircraft and other personal property regardless of the cause thereof, including, without limitation, the negligence of Lessor, its officers, agents or employees.

5. GENERAL CONDITIONS

- A. The terms and conditions of this Lease and Lessee's rights hereunder are hereby made subject to the provisions of Title III Chapter 1 of the 1971 Code of Ordinances of the City of Pueblo and as same may be subsequently amended. In the event of conflict between said Code of Ordinances and any provision herein said Code shall control.
- B. The Lessee, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained or otherwise operated on the said property described in this lease for the purpose of which a Department of

Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

The Lessee, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased premises, (2) that in the construction of any improvements on, over, or under the leased premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the leased premises in compliance with all other applicable requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

- C. The Lessee by accepting this Lease expressly agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking-off of aircraft from Pueblo Memorial Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Lessee.
- D. This Lease and all the provisions hereof are subject to all rights the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, re-entry upon and taking over of the said Airport including the leased premises.
- E. The Lessee shall observe faithfully all rules and regulations affecting use of the Airport, whether established by the Director of Aviation, by the City or other political subdivision having jurisdiction, by the State of Colorado or the United States, or agencies thereof, including but not limited to rules affecting the operation of motor vehicles upon, to and from the Airport.
- F. The Lessee, and all officers, agents and employees of Lessee, hereby agree to be bound by and subject to all the Police Ordinances of Pueblo, a Municipal Corporation, at all times while on the Airport, whether acting in the course of Lessee's business or otherwise.
- G. The Lessee represents that it has inspected the Airport and all of its premises and facilities and that it accepts the conditions of same and fully assumes the risk incident to the use thereof. The Lessor shall not be liable to the Lessee for any damages or injuries to the property or personnel of the Lessee which result from hidden, latent or other dangerous conditions on the Airport or leased premises.

6. DEFAULT HOLDOVER AND NON-PERFORMANCE CONDITIONS

- A. That if, after the expiration of the term of this Lease, Lessee shall remain in possession of the leased premises and continue to pay rent without any express written agreement as to such

holding over, then Lessee agrees that all terms and covenants of this Lease shall remain in effect, except that Lessee shall be a tenant from month to month at a monthly rental equal to 125% of the rent for the last month payable hereunder.

- B. That if the Lessee shall be declared insolvent or bankrupt, or if any assignment of the Lessee's property shall be made for the benefit of creditors or otherwise, or if Lessee's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any Court of Law, or a Trustee in Bankruptcy or a Receiver appointed for the property of the Lessee, whether under the operation of the State or the Federal statutes, then and in any such case, the Lessor may, at his option, immediately with or without notice, notice being expressly waived, terminate this Lease and immediately retake possession of said premises without the same working any forfeiture of any accrued obligations of the Lessee hereunder.
- C. That if the rent above reserved, or any part thereof shall be in default, or in case of a breach by the Lessee of any of the covenants or agreements herein, the said Lessor may declare this Lease terminated, and after the expiration of three (3) days from the date of the service of a written notice to that effect, be entitled to the possession of said premises either by the expiration of this Lease or by any violation on any term or provision as herein provided for, and the said Lessee shall refuse to surrender and deliver up the possession of said premises, after the service of said notice as aforesaid, then and on that event, the said Lessor may, without further notice or demand, enter into and upon said premises, or any part thereof, and take possession thereof and repossess them, and expel, remove and put out of possession the Lessee, using such help, assistance and force in so doing as may be needful and proper, without prejudice to any remedy allowed by law, available in such cases.
- D. That in case said premises are left vacant and any part of the rent herein reserved be due and unpaid, then the Lessor may, without in anyway being obligated to do so, and without terminating this Lease, retake possession of said premises and rent the same for such rent, and upon such conditions as the Lessor may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and said Lessee shall be liable for the balance of the rent herein reserved until the expiration of this Lease.
- E. In the event the Lease Agreement be terminated as herein provided, Lessor should have and is hereby given a lien upon Lessee's equipment, fixtures, furniture and inventory located in or upon the leased premises for all rent, expenses, attorney fees and costs then due or to become payable by Lessee hereunder, and such lien may be enforced by the taking and sale of such property in the same manner and as provided for the disposition of collateral under the Colorado Uniform commercial Code.
- F. Lessee agrees to pay the Lessor all costs, including a reasonable attorney fee, incurred by Lessor in recovering any rent or other money due and unpaid under the terms of this Lease or to recover possession of the leased premises after termination hereof.

7. SPECIAL CONDITIONS

- A. Lessee agrees that no inflammable liquids or hazardous materials shall be used or stored in the premises, excepting the fuel in the aircraft fuel tanks or in the tank of a stored automobile.
- B. It is expressly understood that no person other than the Lessee or his regular employee may perform services (including, but not limited to, maintenance and repair) on any aircraft on the leased premises.
- C. Lessee agrees to provide drip pans of a non-inflammable material under the aircraft to prevent

damage to the asphalt floor from dripping oil or fluid.

- D. It is expressly understood by Lessee that Security in the T-Hangar area as elsewhere on the Airport is vital. The drive thru gate entering the T-Hangar area shall be kept closed and locked at all times except for ingress or egress. Only autos belonging to owners of aircraft hangared therein or their employees will be permitted in the T-Hangar Area. Only owners of aircraft hangared therein, their employees or invitees will be permitted in the Area and the aircraft owner shall be responsible for the actions of these people.
- E. Violations of Airport Security Rules shall be sufficient grounds for termination of this Agreement.
- F. No person or vehicle shall go beyond the area adjacent the T-Hangars without expressed permission in writing from the Director of Aviation except in lawful departure by aircraft.
- G. Hangar doors shall remain closed and locked except during periods when the Hangar is attended by a Tenant. (This will prevent sudden wind storms damaging aircraft in the Hangar if doors are left open and unattended.)

8. MISCELLANEOUS PROVISIONS

- A. That no assent, expressed or implied, to any breach of any one or more of the covenants and agreements hereof, shall be deemed or taken to be a waiver of any succeeding or other breach.
- B. That all covenants and agreements in this Lease contained shall be binding upon and inure to the benefit of the heirs, successors, assigns and legal representatives of said Lessor and said Lessee.

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

LESSOR:

Pueblo, a Municipal Corporation

By 
Ian Turner
Director of Aviation

WITNESS:


Diana DeLeon

LESSEE:


Kristian Narveson



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 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 A T-HANGAR LEASE AGREEMENT FOR SPACE IN 31501 BRYAN CIRCLE T-HANGAR F AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ANTHONY W. WODISHEK AND MARK A. WODISHEK, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a T-Hangar Lease Agreement with Anthony W. Wodishek and Mark A. Wodishek for space in 31501 Bryan Circle T-Hangar F to store an aircraft.

PREVIOUS COUNCIL ACTION:

On September 23, 2024, City Council passed an Ordinance to increase rent to \$265 per month commencing on January 1, 2025.

BACKGROUND:

The City owns a Hangar located at 31501 Bryan Circle on the Pueblo Memorial Airport consisting of 9 closed T-Hangars, a storage unit, and three office suites. The T-Hangars can be leased out on a month-to-month basis to general aviation pilots for the storage of their personal aircraft.

Anthony W. Wodishek entered into a T-Hangar Lease Agreement on July 1, 2008, and wishes to remain in the leasehold. Mark A. Wodishek would like to be added to the agreement as an additional tenant. The new T-Hangar Lease Agreement will reflect the change in rent rate, add Mark A. Wodishek, and adopt new lease language.

FINANCIAL IMPLICATIONS:

The hangar will be leased for \$265.00 per month for one aircraft. Previously Anthony

W. Wodishek was paying \$185.00 per month.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the tenant will need to vacate the leasehold prior to January 1, 2025, and the T-Hangar will be vacant.

RECOMMENDATION:

The Department of Aviation recommends approval of this Ordinance.

ATTACHMENTS:

1. Wodishek 2008 07 01 LEASE AGREEMENT

ORDINANCE NO.

AN ORDINANCE APPROVING A T-HANGAR LEASE AGREEMENT FOR SPACE IN 31501 BRYAN CIRCLE T-HANGAR F AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ANTHONY W. WODISHEK AND MARK A. WODISHEK, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo is the owner and operator of the Pueblo Memorial Airport together with the land on which said Airport is situated; and

WHEREAS, the City of Pueblo owns and manages 31501 Bryan Circle, a building consisting of nine (9) closed T-Hangars, a storage unit, and three (3) office suites; and

WHEREAS, Anthony W. Wodishek and Mark A. Wodishek are desirous of leasing space in 31501 Bryan Circle T-Hangar F; NOW, THEREFORE,

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

SECTION 1.

A certain T-Hangar Lease Agreement ("Lease"), a copy of which is attached hereto and made a part hereof by reference, by and between the City of Pueblo, a Colorado Municipal Corporation, and Anthony W. Wodishek and Mark A. Wodishek, to lease space in 31501 Bryan Circle T-Hangar F at Pueblo Memorial Airport, after having been approved as to form by the City Attorney, is hereby accepted approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

PUEBLO MEMORIAL AIRPORT

T-HANGAR LEASE AGREEMENT

The Lease Agreement entered into this 1st day of July, 2008, between the City of Pueblo, a Municipal Corporation, herein called Lessor, and Butch Wodishek, 1419 22nd Lane, Pueblo, CO 81006, 542-6007 (home), 543-0002 (work), herein called Lessee, Tony W. "Butch" Wodishek

Witnesseth:

That in consideration of the payment of rent hereinafter provided and the keeping and performance of each of the covenants and agreements of the said Lessee hereinafter set forth, said Lessor has and does hereby lease unto the said Lessee the following premises situated at the Pueblo Memorial Airport, hereinafter called Airport, in the County of Pueblo, State of Colorado, to-wit:

T-Hangar Unit F
Aircraft: N80612 Cessna 172M

To have and hold the same unto the said Lessee for a term of one calendar month, said term automatically renewed each month unless terminated by either party by written notice delivered at least 14 calendar days prior to said termination, at and for a rental of \$185.00 per month, payable in advance on or before the tenth day of each month throughout the term, at a place to be designated by the Lessor with or without notice.

1. RIGHTS AND PRIVILEGES OF LESSEE

- A. Lessee shall have the exclusive use of the leased premises for the purpose of storing his aircraft and personal property except as specifically set forth hereinafter. Lessee shall not assign nor sublet the leased premises or any part thereof without the prior written approval of the Lessor.
- B. Except as may be specifically authorized herein to the contrary, Lessee shall not, without the prior written approval of the Director of Aviation, make improvements, modifications, revisions, installation of signs or other alterations to the leased premises. Costs of approved improvements, modifications, revisions, signs and alterations shall be borne solely by Lessee and all such improvements, modifications, revisions or alterations shall upon expiration of the original term or any renewal term or prior termination of this lease for any reason become and remain the property of the Lessor.
- C. Lessee, its employees and invitees shall have the right of ingress and egress between the Main entrance of the Airport as the same now exists or may hereafter be relocated and the leased premises over, upon and through such streets and not other as from time to time shall be designated by the Director of Aviation. Driveways from existing streets into the leased premises shall be located as designated by the Director of Aviation.

2. RIGHTS AND PRIVILEGES OF LESSOR

- A. All rights not herein granted to the Lessee are reserved to Lessor and nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.
- B. Lessor shall have full and unrestricted right to enter upon those portions of the Airport occupied and leased herein by the Lessee, and Lessor, its agents or representatives shall be permitted to inspect same at any reasonable hour.

- C. Lessor reserves the right to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport but shall not be obligated to the Lessee for any failure to so maintain or keep in repair.
- D. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using such airspace or landing at, taking off from, or operating on Pueblo Memorial Airport.
- E. It is further understood and agreed that this Agreement is subject to the written prior approval of the Federal Aviation Administration and that the provisions hereof cannot be modified without prior written approval by said Federal Aviation Administration.

3. OBLIGATIONS OF LESSEE

- A. The Lessee, shall, at its own expense, keep the premises neat, clean, safe and orderly at all times, free of waste, rubbish and debris, and shall provide a complete and proper arrangement for the sanitary handling and disposal of all trash, garbage and other refuse resulting from Lessee's activities at the Airport. No outside storage of parts, materials, equipment, inventory, or other material shall be permitted.
- B. The Lessee agrees to indemnify, defend, and save the Lessor, its agents, officers, representatives and employees, harmless from and against any and all penalties, liability or loss including costs and attorney fees resulting from claims or court action, whether civil, criminal or in equity, and arising directly or indirectly out of acts of the Lessee, his agents, employees, or servants or through any injury or casualty occurring on the leased premises.
- C. Lessee shall not hold or attempt to hold Lessor liable for any injury, including loss of life, to any person, or for damage to any property while on the leased premises or the Airport, irrespective of how such injury or damage may be caused or occasioned.

4. OBLIGATIONS OF LESSOR

- A. Lessor shall maintain the floor, walls, roof and doors of said premises, except that the cost of repairs for any damages to same caused by Lessee, his employees, agents, or invitees shall be borne solely by Lessee.
- B. All risk of loss or damage to Lessee's aircraft and other personal property in or upon the leased premises is assumed by Lessee, and Lessor shall not be liable or responsible for any loss or damage to such aircraft and other personal property regardless of the cause thereof, including, without limitation, the negligence of Lessor, its officers, agents or employees.

5. GENERAL CONDITIONS

- A. The terms and conditions of this Lease and Lessee's rights hereunder are hereby made subject to the provisions of Title III Chapter 1 of the 1971 Code of Ordinances of the City of Pueblo and as same may be subsequently amended. In the event of conflict between said Code of Ordinances and any provision herein said Code shall control.
- B. The Lessee, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained or otherwise operated on the said property described in this lease for the purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of

similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

The Lessee, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased premises, (2) that in the construction of any improvements on, over, or under the leased premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the leased premises in compliance with all other applicable requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

- C. The Lessee by accepting this Lease expressly agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking-off of aircraft from Pueblo Memorial Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Lessee.
- D. This Lease and all the provisions hereof are subject to all rights the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, re-entry upon and taking over of the said Airport including the leased premises.
- E. The Lessee shall observe faithfully all rules and regulations affecting use of the Airport, whether established by the Director of Aviation, by the City or other political subdivision having jurisdiction, by the State of Colorado or the United States, or agencies thereof, including but not limited to rules affecting the operation of motor vehicles upon, to and from the Airport.
- F. The Lessee, and all officers, agents and employees of Lessee, hereby agree to be bound by and subject to all the Police Ordinances of Pueblo, a Municipal Corporation, at all times while on the Airport, whether acting in the course of Lessee's business or otherwise.
- G. The Lessee represents that it has inspected the Airport and all of its premises and facilities and that it accepts the conditions of same and fully assumes the risk incident to the use thereof. The Lessor shall not be liable to the Lessee for any damages or injuries to the property or personnel of the Lessee which result from hidden, latent or other dangerous conditions on the Airport or leased premises.

6. DEFAULT HOLDOVER AND NON-PERFORMANCE CONDITIONS

- A. That if, after the expiration of the term of this Lease, Lessee shall remain in possession of the leased premises and continue to pay rent without any express written agreement as to such holding over, then Lessee agrees that all terms and covenants of this Lease shall remain in effect,

except that Lessee shall be a tenant from month to month at a monthly rental equal to 125% of the rent for the last month payable hereunder.

- B. That if the Lessee shall be declared insolvent or bankrupt, or if any assignment of the Lessee's property shall be made for the benefit of creditors or otherwise, or if Lessee's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any Court of Law, or a Trustee in Bankruptcy or a Receiver appointed for the property of the Lessee, whether under the operation of the State or the Federal statutes, then and in any such case, the Lessor may, at his option, immediately with or without notice, notice being expressly waived, terminate this Lease and immediately retake possession of said premises without the same working any forfeiture of any accrued obligations of the Lessee hereunder.
- C. That if the rent above reserved, or any part thereof shall be in default, or in case of a breach by the Lessee of any of the covenants or agreements herein, the said Lessor may declare this Lease terminated, and after the expiration of three (3) days from the date of the service of a written notice to that effect, be entitled to the possession of said premises either by the expiration of this Lease or by any violation on any term or provision as herein provided for, and the said Lessee shall refuse to surrender and deliver up the possession of said premises, after the service of said notice as aforesaid, then and on that event, the said Lessor may, without further notice or demand, enter into and upon said premises, or any part thereof, and take possession thereof and repossess them, and expel, remove and put out of possession the Lessee, using such help, assistance and force in so doing as may be needful and proper, without prejudice to any remedy allowed by law, available in such cases.
- D. That in case said premises are left vacant and any part of the rent herein reserved be due and unpaid, then the Lessor may, without in anyway being obligated to do so, and without terminating this Lease, retake possession of said premises and rent the same for such rent, and upon such conditions as the Lessor may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and said Lessee shall be liable for the balance of the rent herein reserved until the expiration of this Lease.
- E. In the event the Lease Agreement be terminated as herein provided, Lessor should have and is hereby given a lien upon Lessee's equipment, fixtures, furniture and inventory located in or upon the leased premises for all rent, expenses, attorney fees and costs then due or to become payable by Lessee hereunder, and such lien may be enforced by the taking and sale of such property in the same manner and as provided for the disposition of collateral under the Colorado Uniform commercial Code.
- F. Lessee agrees to pay the Lessor all costs, including a reasonable attorney fee, incurred by Lessor in recovering any rent or other money due and unpaid under the terms of this Lease or to recover possession of the leased premises after termination hereof.

7. SPECIAL CONDITIONS

- A. Lessee agrees that no inflammable liquids or hazardous materials shall be used or stored in the premises, excepting the fuel in the aircraft fuel tanks or in the tank of a stored automobile.
- B. It is expressly understood that no person other than the Lessee or his regular employee may perform services (including, but not limited to, maintenance and repair) on any aircraft on the leased premises.
- C. Lessee agrees to provide drip pans of a non-inflammable material under the aircraft to prevent damage to the asphalt floor from dripping oil or fluid.

- D. It is expressly understood by Lessee that Security in the T-Hangar area as elsewhere on the Airport is vital. The drive thru gate entering the T-Hangar area shall be kept closed and locked at all times except for ingress or egress. Only autos belonging to owners of aircraft hangared therein or their employees will be permitted in the T-Hangar Area. Only owners of aircraft hangared therein, their employees or invitees will be permitted in the Area and the aircraft owner shall be responsible for the actions of these people.
- E. Violations of Airport Security Rules shall be sufficient grounds for termination of this Agreement.
- F. No person or vehicle shall go beyond the area adjacent the T-Hangars without expressed permission in writing from the Director of Aviation except in lawful departure by aircraft.
- G. Hangar doors shall remain closed and locked except during periods when the Hangar is attended by a Tenant. (This will prevent sudden wind storms damaging aircraft in the Hangar if doors are left open and unattended.)

8. MISCELLANEOUS PROVISIONS

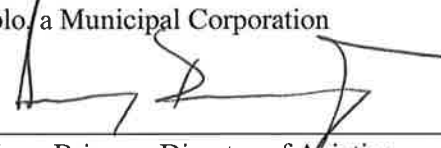
- A. That no assent, expressed or implied, to any breach of any one or more of the covenants and agreements hereof, shall be deemed or taken to be a waiver of any succeeding or other breach.
- B. That all covenants and agreements in this Lease contained shall be binding upon and inure to the benefit of the heirs, successors, assigns and legal representatives of said Lessor and said Lessee.

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

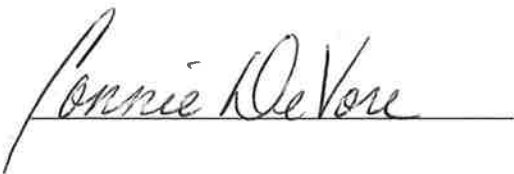
LESSOR:

Pueblo, a Municipal Corporation

By


Jerry Brienza, Director of Aviation

WITNESS:


Connie DeVore

LESSEE:


Butch Wodishek
TONY W. "BUTCH" WODISHEK



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 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 A T-HANGAR LEASE AGREEMENT FOR SPACE IN 31501 BRYAN CIRCLE T-HANGAR G AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND KENNETH SHARP, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a T-Hangar Lease Agreement with Kenneth Sharp for space in 31501 Bryan Circle T-Hangar G to store an aircraft.

PREVIOUS COUNCIL ACTION:

On September 23, 2024, City Council passed an Ordinance to increase rent to \$265 per month commencing on January 1, 2025.

BACKGROUND:

The City owns a Hangar located at 31501 Bryan Circle on the Pueblo Memorial Airport consisting of 9 closed T-Hangars, a storage unit, and three office suites. The T-Hangars can be leased out on a month-to-month basis to general aviation pilots for the storage of their personal aircraft.

Kenneth Sharp entered into a T-Hangar Lease Agreement on February 7, 2013, and wishes to remain in the leasehold. The new T-Hangar Lease Agreement will reflect the change in rent rate and adopt new lease language.

FINANCIAL IMPLICATIONS:

The hangar will be leased for \$265.00 per month for one aircraft. Previously Kenneth Sharp was paying \$165.00 per month.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the tenant will need to vacate the leasehold prior to January 1, 2025, and the T-Hangar will be vacant.

RECOMMENDATION:

The Department of Aviation recommends approval of this Ordinance.

ATTACHMENTS:

1. Sharp 2013 02 07 LEASE AGREEMENT

ORDINANCE NO.

AN ORDINANCE APPROVING A T-HANGAR LEASE AGREEMENT FOR SPACE IN 31501 BRYAN CIRCLE T-HANGAR G AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND KENNETH SHARP, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo is the owner and operator of the Pueblo Memorial Airport together with the land on which said Airport is situated; and

WHEREAS, the City of Pueblo owns and manages 31501 Bryan Circle, a building consisting of nine (9) closed T-Hangars, a storage unit, and three (3) office suites; and

WHEREAS, Kenneth Sharp is desirous of leasing space in 31501 Bryan Circle T-Hangar G; NOW, THEREFORE,

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

SECTION 1.

A certain T-Hangar Lease Agreement ("Lease"), a copy of which is attached hereto and made a part hereof by reference, by and between the City of Pueblo, a Colorado Municipal Corporation, and Kenneth Sharp, to lease space in 31501 Bryan Circle T-Hangar G at Pueblo Memorial Airport, after having been approved as to form by the City Attorney, is hereby accepted approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

PUEBLO MEMORIAL AIRPORT
T-HANGAR LEASE AGREEMENT

2/19/19 - MOVED TO
HANGAR 8 & WILL PAY
\$165 BEGINNING MARCH
1ST. KMS
cel

The Lease Agreement entered into this 7th day of February, 2013, between the City of Pueblo, a Municipal Corporation, herein called Lessor, and Ken Sharp, 2701 E. 4th, Pueblo, CO 81001, 719-248-3551 (cell) and 562-4312 (work), herein called Lessee,

Witnesseth:

That in consideration of the payment of rent hereinafter provided and the keeping and performance of each of the covenants and agreements of the said Lessee hereinafter set forth, said Lessor has and does hereby lease unto the said Lessee the following premises situated at the Pueblo Memorial Airport, hereinafter called Airport, in the County of Pueblo, State of Colorado, to-wit:

T-Hangar Unit # 6
Aircraft: Cessna Cardinal 177B, N34259

To have and hold the same unto the said Lessee for a term of one calendar month, said term automatically renewed each month unless terminated by either party by written notice delivered at least 14 calendar days prior to said termination, at and for a rental of \$150.00 per month, payable in advance on or before the tenth day of each month throughout the term, at a place to be designated by the Lessor with or without notice.

1. RIGHTS AND PRIVILEGES OF LESSEE

- A. Lessee shall have the exclusive use of the leased premises for the purpose of storing his aircraft and personal property except as specifically set forth hereinafter. Lessee shall not assign nor sublet the leased premises or any part thereof without the prior written approval of the Lessor.
- B. Except as may be specifically authorized herein to the contrary, Lessee shall not, without the prior written approval of the Director of Aviation, make improvements, modifications, revisions, installation of signs or other alterations to the leased premises. Costs of approved improvements, modifications, revisions, signs and alterations shall be borne solely by Lessee and all such improvements, modifications, revisions or alterations shall upon expiration of the original term or any renewal term or prior termination of this lease for any reason become and remain the property of the Lessor.
- C. Lessee, it's employees and invitees shall have the right of ingress and egress between the Main entrance of the Airport as the same now exists or may hereafter be relocated and the leased premises over, upon and through such streets and not other as from time to time shall be designated by the Director of Aviation. Driveways from existing streets into the leased premises shall be located as designated by the Director of Aviation.

2. RIGHTS AND PRIVILEGES OF LESSOR

- A. All rights not herein granted to the Lessee are reserved to Lessor and nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.
- B. Lessor shall have full and unrestricted right to enter upon those portions of the Airport occupied and leased herein by the Lessee, and Lessor, it's agents or representatives shall be permitted to inspect same at any reasonable hour.

- C. Lessor reserves the right to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport but shall not be obligated to the Lessee for any failure to so maintain or keep in repair.
- D. There is hereby reserved to the Lessor, it's successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using such airspace or landing at, taking off from, or operating on Pueblo Memorial Airport.
- E. It is further understood and agreed that this Agreement is subject to the written prior approval of the Federal Aviation Administration and that the provisions hereof cannot be modified without prior written approval by said Federal Aviation Administration.

3. OBLIGATIONS OF LESSEE

- A. The Lessee, shall, at it's own expense, keep the premises neat, clean, safe and orderly at all times, free of waste, rubbish and debris, and shall provide a complete and proper arrangement for the sanitary handling and disposal of all trash, garbage and other refuse resulting from Lessee's activities at the Airport. No outside storage of parts, materials, equipment, inventory, or other material shall be permitted.
- B. The Lessee agrees to indemnify, defend, and save the Lessor, it's agents, officers, representatives and employees, harmless from and against any and all penalties, liability or loss including costs and attorney fees resulting from claims or court action, whether civil, criminal or in equity, and arising directly or indirectly out of acts of the Lessee, his agents, employees, or servants or through any injury or casualty occurring on the leased premises.
- C. Lessee shall not hold or attempt to hold Lessor liable for any injury, including loss of life, to any person, or for damage to any property while on the leased premises or the Airport, irrespective of how such injury or damage may be caused or occasioned.

4. OBLIGATIONS OF LESSOR

- A. Lessor shall maintain the floor, walls, roof and doors of said premises, except that the cost of repairs for any damages to same caused by Lessee, his employees, agents, or invitees shall be borne solely by Lessee.
- B. All risk of loss or damage to Lessee's aircraft and other personal property in or upon the leased premises is assumed by Lessee, and Lessor shall not be liable or responsible for any loss or damage to such aircraft and other personal property regardless of the cause thereof, including, without limitation, the negligence of Lessor, its officers, agents or employees.

5. GENERAL CONDITIONS

- A. The terms and conditions of this Lease and Lessee's rights hereunder are hereby made subject to the provisions of Title III Chapter 1 of the 1971 Code of Ordinances of the City of Pueblo and as same may be subsequently amended. In the event of conflict between said Code of Ordinances and any provision herein said Code shall control.
- B. The Lessee, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained or otherwise operated on the said property described in this lease for the purpose of which a Department of

Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

The Lessee, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased premises, (2) that in the construction of any improvements on, over, or under the leased premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the leased premises in compliance with all other applicable requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

- C. The Lessee by accepting this Lease expressly agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking-off of aircraft from Pueblo Memorial Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Lessee.
- D. This Lease and all the provisions hereof are subject to all rights the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, re-entry upon and taking over of the said Airport including the leased premises.
- E. The Lessee shall observe faithfully all rules and regulations affecting use of the Airport, whether established by the Director of Aviation, by the City or other political subdivision having jurisdiction, by the State of Colorado or the United States, or agencies thereof, including but not limited to rules affecting the operation of motor vehicles upon, to and from the Airport.
- F. The Lessee, and all officers, agents and employees of Lessee, hereby agree to be bound by and subject to all the Police Ordinances of Pueblo, a Municipal Corporation, at all times while on the Airport, whether acting in the course of Lessee's business or otherwise.
- G. The Lessee represents that it has inspected the Airport and all of its premises and facilities and that it accepts the conditions of same and fully assumes the risk incident to the use thereof. The Lessor shall not be liable to the Lessee for any damages or injuries to the property or personnel of the Lessee which result from hidden, latent or other dangerous conditions on the Airport or leased premises.

6. DEFAULT HOLDOVER AND NON-PERFORMANCE CONDITIONS

- A. That if, after the expiration of the term of this Lease, Lessee shall remain in possession of the leased premises and continue to pay rent without any express written agreement as to such

holding over, then Lessee agrees that all terms and covenants of this Lease shall remain in effect, except that Lessee shall be a tenant from month to month at a monthly rental equal to 125% of the rent for the last month payable hereunder.

- B. That if the Lessee shall be declared insolvent or bankrupt, or if any assignment of the Lessee's property shall be made for the benefit of creditors or otherwise, or if Lessee's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any Court of Law, or a Trustee in Bankruptcy or a Receiver appointed for the property of the Lessee, whether under the operation of the State or the Federal statutes, then and in any such case, the Lessor may, at his option, immediately with or without notice, notice being expressly waived, terminate this Lease and immediately retake possession of said premises without the same working any forfeiture of any accrued obligations of the Lessee hereunder.
- C. That if the rent above reserved, or any part thereof shall be in default, or in case of a breach by the Lessee of any of the covenants or agreements herein, the said Lessor may declare this Lease terminated, and after the expiration of three (3) days from the date of the service of a written notice to that effect, be entitled to the possession of said premises either by the expiration of this Lease or by any violation on any term or provision as herein provided for, and the said Lessee shall refuse to surrender and deliver up the possession of said premises, after the service of said notice as aforesaid, then and on that event, the said Lessor may, without further notice or demand, enter into and upon said premises, or any part thereof, and take possession thereof and repossess them, and expel, remove and put out of possession the Lessee, using such help, assistance and force in so doing as may be needful and proper, without prejudice to any remedy allowed by law, available in such cases.
- D. That in case said premises are left vacant and any part of the rent herein reserved be due and unpaid, then the Lessor may, without in anyway being obligated to do so, and without terminating this Lease, retake possession of said premises and rent the same for such rent, and upon such conditions as the Lessor may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and said Lessee shall be liable for the balance of the rent herein reserved until the expiration of this Lease.
- E. In the event the Lease Agreement be terminated as herein provided, Lessor should have and is hereby given a lien upon Lessee's equipment, fixtures, furniture and inventory located in or upon the leased premises for all rent, expenses, attorney fees and costs then due or to become payable by Lessee hereunder, and such lien may be enforced by the taking and sale of such property in the same manner and as provided for the disposition of collateral under the Colorado Uniform commercial Code.
- F. Lessee agrees to pay the Lessor all costs, including a reasonable attorney fee, incurred by Lessor in recovering any rent or other money due and unpaid under the terms of this Lease or to recover possession of the leased premises after termination hereof.

7. SPECIAL CONDITIONS

- A. Lessee agrees that no inflammable liquids or hazardous materials shall be used or stored in the premises, excepting the fuel in the aircraft fuel tanks or in the tank of a stored automobile.
- B. It is expressly understood that no person other than the Lessee or his regular employee may perform services (including, but not limited to, maintenance and repair) on any aircraft on the leased premises.
- C. Lessee agrees to provide drip pans of a non-inflammable material under the aircraft to prevent

damage to the asphalt floor from dripping oil or fluid.

- D. It is expressly understood by Lessee that Security in the T-Hangar area as elsewhere on the Airport is vital. The drive thru gate entering the T-Hangar area shall be kept closed and locked at all times except for ingress or egress. Only autos belonging to owners of aircraft hangared therein or their employees will be permitted in the T-Hangar Area. Only owners of aircraft hangared therein, their employees or invitees will be permitted in the Area and the aircraft owner shall be responsible for the actions of these people.
- E. Violations of Airport Security Rules shall be sufficient grounds for termination of this Agreement.
- F. No person or vehicle shall go beyond the area adjacent the T-Hangars without expressed permission in writing from the Director of Aviation except in lawful departure by aircraft.
- G. Hangar doors shall remain closed and locked except during periods when the Hangar is attended by a Tenant. (This will prevent sudden wind storms damaging aircraft in the Hangar if doors are left open and unattended.)

8. MISCELLANEOUS PROVISIONS

- A. That no assent, expressed or implied, to any breach of any one or more of the covenants and agreements hereof, shall be deemed or taken to be a waiver of any succeeding or other breach.
- B. That all covenants and agreements in this Lease contained shall be binding upon and inure to the benefit of the heirs, successors, assigns and legal representatives of said Lessor and said Lessee.

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

LESSOR:

Pueblo, a Municipal Corporation

By Mark Lovin
Mark Lovin
Director of Aviation

WITNESS:

Diana DeLeon
Diana DeLeon

LESSEE:

Ken Sharp
Ken Sharp

Connie DeVore

From: Sue Schilling
Sent: Wednesday, February 20, 2019 9:06 AM
To: kensharp57@gmail.com
Cc: Connie DeVore
Subject: Cr Cd Payment Receipt 02/19/19
Attachments: 4170_001.pdf

Ken,

Thank you for your payment yesterday. Attached is your requested receipt and account detail reflecting your payment activity.

Your account is paid in full through 02/28/19.

We will increase your monthly T-Hangar rent to \$165.00 commencing 03/01/19 per your lease modification.

As we discussed, for your convenience, call 719.553.2625 Monday-Friday, 8:00 AM -5:00 PM in our Finance Office for phone payments with debit or credit card.

Thanks again and have a wonderful day. Sue

Susan Schilling
City of Pueblo Finance
Accounts Receivable
PO Box 1427 Pueblo, CO 81002-1427
719.553.2647 direct / 719.553.2617 fax
sschilling@pueblo.us

From: scanner@pueblo.us <scanner@pueblo.us>
Sent: Wednesday, February 20, 2019 9:01 AM
To: Sue Schilling <sschilling@pueblo.us>
Subject: Attached Image



City of Pueblo
Finance Department
#1 City Hall Pl
Pueblo, CO 81003
(719) 553-2625

022726-0039 Mary L. 02/19/2019 03:56PM

GENERAL BILLING

Sharp, Ken	
2018 Item: 8577	
Balance due: 0.00	
Balance unpaid: 0.00	
AP-Hangar/Ground Rental	150.00
Payment Id: 274835	
Sharp, Ken	
2019 Item: 9050	
Balance due: 0.00	
Balance unpaid: 0.00	
AP-Hangar/Ground Rental	150.00
Payment Id: 274836	
Sharp, Ken	
2019 Item: 9275	
Balance due: 0.00	
Balance unpaid: 0.00	
AP-Hangar/Ground Rental	150.00
Payment Id: 274837	
	450.00
Subtotal	450.00
Total	450.00

```
FINANCE CREDIT CARD          450.00
Visa          *****4950
Ref=20190219155523547859
Auth=456108
Terminal ID=XXXXXXXXXXXX536
Trans ID=000000037389
Trans Type=Purchase
Entry Method=MANUAL
```

Change due	0.00
------------	------

Paid by: Sharp, Ken

Signature: _____

Thank You For Your Payment!

CUSTOMER COPY

02/20/2019 08:57
schillings

CITY OF PUEBLO
INVOICE DETAIL REPORT
FROM 2018/01 TO 2019/12

P₂
gbhst1st



munich

YEAR	BILL	DEPT	INV	DATE	LN	ACCOUNT	DISCOUNT	RECIPIENT	PROJECT	DESCRIPTION	BILLED	ADJUSTED	PAYD	DUE
2018	PROJECT	ACCOUNT												
		7572903		03/01/2018	1	54000000		48112			150.00	.00	150.00	.00
		189199	PMT	03/30/2018	1	54000000		48112					150.00	
			Check/Ref:	1116						300.00				
2019		9050		01/01/2019	1	54000000		48112			150.00	.00	150.00	.00
		268571	PMT	02/19/2019	1	54000000		48112					150.00	
2019		9275		02/01/2019	1	54000000		48112			150.00	.00	150.00	.00
		268572	PMT	02/19/2019	1	54000000		48112					150.00	
			Check/Ref:	*****4950						450.00				
	CUSTOMER TOTALS:										.00		2,100.00	.00
	GRAND TOTALS:										.00		2,100.00	.00



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 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 A T-HANGAR LEASE AGREEMENT FOR SPACE IN 31501 BRYAN CIRCLE T-HANGAR H AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MICHAEL R. COOK, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a T-Hangar Lease Agreement with Michael R. Cook for space in 31501 Bryan Circle T-Hangar H to store an aircraft.

PREVIOUS COUNCIL ACTION:

On September 23, 2024, City Council passed an Ordinance to increase rent to \$265 per month commencing on January 1, 2025.

BACKGROUND:

The City owns a Hangar located at 31501 Bryan Circle on the Pueblo Memorial Airport consisting of 9 closed T-Hangars, a storage unit, and three office suites. The T-Hangars can be leased out on a month-to-month basis to general aviation pilots for the storage of their personal aircraft.

Michael R. Cook has been a T-Hangar tenant since July 1, 2010, and wishes to remain in the leasehold. The new T-Hangar Lease Agreement will reflect the change in rent rate and adopt new lease language.

FINANCIAL IMPLICATIONS:

The hangar will be leased for \$265.00 per month for one aircraft. Previously Michael R. Cook was paying \$185.00 per month.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the tenant will need to vacate the leasehold prior to January 1, 2025, and the T-Hangar will be vacant.

RECOMMENDATION:

The Department of Aviation recommends approval of this Ordinance.

ATTACHMENTS:

1. Cook 2010 07 01 LEASE AGREEMENT

ORDINANCE NO.

AN ORDINANCE APPROVING A T-HANGAR LEASE AGREEMENT FOR SPACE IN 31501 BRYAN CIRCLE T-HANGAR H AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MICHAEL R. COOK, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo is the owner and operator of the Pueblo Memorial Airport together with the land on which said Airport is situated; and

WHEREAS, the City of Pueblo owns and manages 31501 Bryan Circle, a building consisting of nine (9) closed T-Hangars, a storage unit, and three (3) office suites; and

WHEREAS, Michael R. Cook is desirous of leasing space in 31501 Bryan Circle T-Hangar H; NOW, THEREFORE,

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

SECTION 1.

A certain T-Hangar Lease Agreement ("Lease"), a copy of which is attached hereto and made a part hereof by reference, by and between the City of Pueblo, a Colorado Municipal Corporation, and Michael R. Cook, to lease space in 31501 Bryan Circle T-Hangar H at Pueblo Memorial Airport, after having been approved as to form by the City Attorney, is hereby accepted approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

PUEBLO MEMORIAL AIRPORT

T-HANGAR LEASE AGREEMENT

The Lease Agreement entered into this 1st day of July, 2010, between the City of Pueblo, a Municipal Corporation, herein called Lessor, and Mike R. Cook, 43469 County Road 22, Limon, CO 80828, (303-319-9751), herein called Lessee,

Witnesseth:

That in consideration of the payment of rent hereinafter provided and the keeping and performance of each of the covenants and agreements of the said Lessee hereinafter set forth, said Lessor has and does hereby lease unto the said Lessee the following premises situated at the Pueblo Memorial Airport, hereinafter called Airport, in the County of Pueblo, State of Colorado, to-wit:

T-Hangar Unit # H
Aircraft: 1956 Cessna C-172, N6910A

To have and hold the same unto the said Lessee for a term of one calendar month, said term automatically renewed each month unless terminated by either party by written notice delivered at least 14 calendar days prior to said termination, at and for a rental of \$185.00 per month, payable in advance on or before the tenth day of each month throughout the term, at a place to be designated by the Lessor with or without notice.

1. RIGHTS AND PRIVILEGES OF LESSEE

- A. Lessee shall have the exclusive use of the leased premises for the purpose of storing his aircraft and personal property except as specifically set forth hereinafter. Lessee shall not assign nor sublet the leased premises or any part thereof without the prior written approval of the Lessor.
- B. Except as may be specifically authorized herein to the contrary, Lessee shall not, without the prior written approval of the Director of Aviation, make improvements, modifications, revisions, installation of signs or other alterations to the leased premises. Costs of approved improvements, modifications, revisions, signs and alterations shall be borne solely by Lessee and all such improvements, modifications, revisions or alterations shall upon expiration of the original term or any renewal term or prior termination of this lease for any reason become and remain the property of the Lessor.
- C. Lessee, it's employees and invitees shall have the right of ingress and egress between the Main entrance of the Airport as the same now exists or may hereafter be relocated and the leased premises over, upon and through such streets and not other as from time to time shall be designated by the Director of Aviation. Driveways from existing streets into the leased premises shall be located as designated by the Director of Aviation.

2. RIGHTS AND PRIVILEGES OF LESSOR

- A. All rights not herein granted to the Lessee are reserved to Lessor and nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.
- B. Lessor shall have full and unrestricted right to enter upon those portions of the Airport occupied and leased herein by the Lessee, and Lessor, it's agents or representatives shall be permitted to inspect same at any reasonable hour.

- C. Lessor reserves the right to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport but shall not be obligated to the Lessee for any failure to so maintain or keep in repair.
- D. There is hereby reserved to the Lessor, it's successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using such airspace or landing at, taking off from, or operating on Pueblo Memorial Airport.
- E. It is further understood and agreed that this Agreement is subject to the written prior approval of the Federal Aviation Administration and that the provisions hereof cannot be modified without prior written approval by said Federal Aviation Administration.

3. OBLIGATIONS OF LESSEE

- A. The Lessee, shall, at it's own expense, keep the premises neat, clean, safe and orderly at all times, free of waste, rubbish and debris, and shall provide a complete and proper arrangement for the sanitary handling and disposal of all trash, garbage and other refuse resulting from Lessee's activities at the Airport. No outside storage of parts, materials, equipment, inventory, or other material shall be permitted.
- B. The Lessee agrees to indemnify, defend, and save the Lessor, it's agents, officers, representatives and employees, harmless from and against any and all penalties, liability or loss including costs and attorney fees resulting from claims or court action, whether civil, criminal or in equity, and arising directly or indirectly out of acts of the Lessee, his agents, employees, or servants or through any injury or casualty occurring on the leased premises.
- C. Lessee shall not hold or attempt to hold Lessor liable for any injury, including loss of life, to any person, or for damage to any property while on the leased premises or the Airport, irrespective of how such injury or damage may be caused or occasioned.

4. OBLIGATIONS OF LESSOR

- A. Lessor shall maintain the floor, walls, roof and doors of said premises, except that the cost of repairs for any damages to same caused by Lessee, his employees, agents, or invitees shall be borne solely by Lessee.
- B. All risk of loss or damage to Lessee's aircraft and other personal property in or upon the leased premises is assumed by Lessee, and Lessor shall not be liable or responsible for any loss or damage to such aircraft and other personal property regardless of the cause thereof, including, without limitation, the negligence of Lessor, its officers, agents or employees.

5. GENERAL CONDITIONS

- A. The terms and conditions of this Lease and Lessee's rights hereunder are hereby made subject to the provisions of Title III Chapter 1 of the 1971 Code of Ordinances of the City of Pueblo and as same may be subsequently amended. In the event of conflict between said Code of Ordinances and any provision herein said Code shall control.
- B. The Lessee, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained or otherwise operated on the said property described in this lease for the purpose of which a Department of

Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

The Lessee, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased premises, (2) that in the construction of any improvements on, over, or under the leased premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the leased premises in compliance with all other applicable requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

- C. The Lessee by accepting this Lease expressly agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking-off of aircraft from Pueblo Memorial Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Lessee.
- D. This Lease and all the provisions hereof are subject to all rights the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, re-entry upon and taking over of the said Airport including the leased premises.
- E. The Lessee shall observe faithfully all rules and regulations affecting use of the Airport, whether established by the Director of Aviation, by the City or other political subdivision having jurisdiction, by the State of Colorado or the United States, or agencies thereof, including but not limited to rules affecting the operation of motor vehicles upon, to and from the Airport.
- F. The Lessee, and all officers, agents and employees of Lessee, hereby agree to be bound by and subject to all the Police Ordinances of Pueblo, a Municipal Corporation, at all times while on the Airport, whether acting in the course of Lessee's business or otherwise.
- G. The Lessee represents that it has inspected the Airport and all of its premises and facilities and that it accepts the conditions of same and fully assumes the risk incident to the use thereof. The Lessor shall not be liable to the Lessee for any damages or injuries to the property or personnel of the Lessee which result from hidden, latent or other dangerous conditions on the Airport or leased premises.

6. DEFAULT HOLDOVER AND NON-PERFORMANCE CONDITIONS

- A. That if, after the expiration of the term of this Lease, Lessee shall remain in possession of the leased premises and continue to pay rent without any express written agreement as to such

holding over, then Lessee agrees that all terms and covenants of this Lease shall remain in effect, except that Lessee shall be a tenant from month to month at a monthly rental equal to 125% of the rent for the last month payable hereunder.

- B. That if the Lessee shall be declared insolvent or bankrupt, or if any assignment of the Lessee's property shall be made for the benefit of creditors or otherwise, or if Lessee's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any Court of Law, or a Trustee in Bankruptcy or a Receiver appointed for the property of the Lessee, whether under the operation of the State or the Federal statutes, then and in any such case, the Lessor may, at his option, immediately with or without notice, notice being expressly waived, terminate this Lease and immediately retake possession of said premises without the same working any forfeiture of any accrued obligations of the Lessee hereunder.
- C. That if the rent above reserved, or any part thereof shall be in default, or in case of a breach by the Lessee of any of the covenants or agreements herein, the said Lessor may declare this Lease terminated, and after the expiration of three (3) days from the date of the service of a written notice to that effect, be entitled to the possession of said premises either by the expiration of this Lease or by any violation on any term or provision as herein provided for, and the said Lessee shall refuse to surrender and deliver up the possession of said premises, after the service of said notice as aforesaid, then and on that event, the said Lessor may, without further notice or demand, enter into and upon said premises, or any part thereof, and take possession thereof and repossess them, and expel, remove and put out of possession the Lessee, using such help, assistance and force in so doing as may be needful and proper, without prejudice to any remedy allowed by law, available in such cases.
- D. That in case said premises are left vacant and any part of the rent herein reserved be due and unpaid, then the Lessor may, without in anyway being obligated to do so, and without terminating this Lease, retake possession of said premises and rent the same for such rent, and upon such conditions as the Lessor may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and said Lessee shall be liable for the balance of the rent herein reserved until the expiration of this Lease.
- E. In the event the Lease Agreement be terminated as herein provided, Lessor should have and is hereby given a lien upon Lessee's equipment, fixtures, furniture and inventory located in or upon the leased premises for all rent, expenses, attorney fees and costs then due or to become payable by Lessee hereunder, and such lien may be enforced by the taking and sale of such property in the same manner and as provided for the disposition of collateral under the Colorado Uniform commercial Code.
- F. Lessee agrees to pay the Lessor all costs, including a reasonable attorney fee, incurred by Lessor in recovering any rent or other money due and unpaid under the terms of this Lease or to recover possession of the leased premises after termination hereof.

7. SPECIAL CONDITIONS

- A. Lessee agrees that no inflammable liquids or hazardous materials shall be used or stored in the premises, excepting the fuel in the aircraft fuel tanks or in the tank of a stored automobile.
- B. It is expressly understood that no person other than the Lessee or his regular employee may perform services (including, but not limited to, maintenance and repair) on any aircraft on the leased premises.
- C. Lessee agrees to provide drip pans of a non-inflammable material under the aircraft to prevent

damage to the asphalt floor from dripping oil or fluid.

- D. It is expressly understood by Lessee that Security in the T-Hangar area as elsewhere on the Airport is vital. The drive thru gate entering the T-Hangar area shall be kept closed and locked at all times except for ingress or egress. Only autos belonging to owners of aircraft hangared therein or their employees will be permitted in the T-Hangar Area. Only owners of aircraft hangared therein, their employees or invitees will be permitted in the Area and the aircraft owner shall be responsible for the actions of these people.
- E. Violations of Airport Security Rules shall be sufficient grounds for termination of this Agreement.
- F. No person or vehicle shall go beyond the area adjacent the T-Hangars without expressed permission in writing from the Director of Aviation except in lawful departure by aircraft.
- G. Hangar doors shall remain closed and locked except during periods when the Hangar is attended by a Tenant. (This will prevent sudden wind storms damaging aircraft in the Hangar if doors are left open and unattended.)

8. MISCELLANEOUS PROVISIONS

- A. That no assent, expressed or implied, to any breach of any one or more of the covenants and agreements hereof, shall be deemed or taken to be a waiver of any succeeding or other breach.
- B. That all covenants and agreements in this Lease contained shall be binding upon and inure to the benefit of the heirs, successors, assigns and legal representatives of said Lessor and said Lessee.

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

LESSOR:

Pueblo, a Municipal Corporation

By Mark Lovin
Mark Lovin
Director of Aviation

WITNESS:

LESSEE:

Diana DeLeon
Diana DeLeon

Mike R. Cook
Mike R. Cook



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 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 A T-HANGAR LEASE AGREEMENT FOR SPACE IN 31501 BRYAN CIRCLE T-HANGAR I AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MICHAEL CARTER, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a T-Hangar Lease Agreement with Michael Carter for space in 31501 Bryan Circle T-Hangar I to store an aircraft.

PREVIOUS COUNCIL ACTION:

On September 23, 2024, City Council passed an Ordinance to increase rent to \$265 per month commencing on January 1, 2025.

BACKGROUND:

The City owns a Hangar located at 31501 Bryan Circle on the Pueblo Memorial Airport consisting of 9 closed T-Hangars, a storage unit, and three office suites. The T-Hangars can be leased out on a month-to-month basis to general aviation pilots for the storage of their personal aircraft.

Michael Carter has been a T-Hangar tenant since September 14, 2014, and wishes to remain in the leasehold. The new T-Hangar Lease Agreement will reflect the change in rent rate and adopt new lease language.

FINANCIAL IMPLICATIONS:

The hangar will be leased for \$265.00 per month for one aircraft. Previously Michael Carter was paying \$185.00 per month.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the tenant will need to vacate the leasehold prior to January 1, 2025, and the T-Hangar will be vacant.

RECOMMENDATION:

The Department of Aviation recommends approval of this Ordinance.

ATTACHMENTS:

1. Carter 2014 09 19 LEASE AGREEMENT

ORDINANCE NO.

AN ORDINANCE APPROVING A T-HANGAR LEASE AGREEMENT FOR SPACE IN 31501 BRYAN CIRCLE T-HANGAR I AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MICHAEL CARTER, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo is the owner and operator of the Pueblo Memorial Airport together with the land on which said Airport is situated; and

WHEREAS, the City of Pueblo owns and manages 31501 Bryan Circle, a building consisting of nine (9) closed T-Hangars, a storage unit, and three (3) office suites; and

WHEREAS, Michael Carter is desirous of leasing space in 31501 Bryan Circle T-Hangar I; NOW, THEREFORE,

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

SECTION 1.

A certain T-Hangar Lease Agreement ("Lease"), a copy of which is attached hereto and made a part hereof by reference, by and between the City of Pueblo, a Colorado Municipal Corporation, and Michael Carter, to lease space in 31501 Bryan Circle T-Hangar I, at Pueblo Memorial Airport, after having been approved as to form by the City Attorney, is hereby accepted approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

PUEBLO MEMORIAL AIRPORT

T-HANGAR LEASE AGREEMENT

The Lease Agreement entered into this 19th day of September, 2014, between the City of Pueblo, a Municipal Corporation, herein called Lessor, and Michael Carter, 32911 Daniel Road, Pueblo, CO 81006, (719-250-4110) herein called Lessee,

Witnesseth:

That in consideration of the payment of rent hereinafter provided and the keeping and performance of each of the covenants and agreements of the said Lessee hereinafter set forth, said Lessor has and does hereby lease unto the said Lessee the following premises situated at the Pueblo Memorial Airport, hereinafter called Airport, in the County of Pueblo, State of Colorado, to-wit:

T-Hangar Unit # I
Aircraft: PA-28-181, N8406H

To have and hold the same unto the said Lessee for a term of one calendar month, said term automatically renewed each month unless terminated by either party by written notice delivered at least 14 calendar days prior to said termination, at and for a rental of \$185.00 per month, payable in advance on or before the tenth day of each month throughout the term, at a place to be designated by the Lessor with or without notice.

1. RIGHTS AND PRIVILEGES OF LESSEE

- A. Lessee shall have the exclusive use of the leased premises for the purpose of storing his aircraft and personal property except as specifically set forth hereinafter. Lessee shall not assign nor sublet the leased premises or any part thereof without the prior written approval of the Lessor.
- B. Except as may be specifically authorized herein to the contrary, Lessee shall not, without the prior written approval of the Director of Aviation, make improvements, modifications, revisions, installation of signs or other alterations to the leased premises. Costs of approved improvements, modifications, revisions, signs and alterations shall be borne solely by Lessee and all such improvements, modifications, revisions or alterations shall upon expiration of the original term or any renewal term or prior termination of this lease for any reason become and remain the property of the Lessor.
- C. Lessee, it's employees and invitees shall have the right of ingress and egress between the Main entrance of the Airport as the same now exists or may hereafter be relocated and the leased premises over, upon and through such streets and not other as from time to time shall be designated by the Director of Aviation. Driveways from existing streets into the leased premises shall be located as designated by the Director of Aviation.

2. RIGHTS AND PRIVILEGES OF LESSOR

- A. All rights not herein granted to the Lessee are reserved to Lessor and nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.
- B. Lessor shall have full and unrestricted right to enter upon those portions of the Airport occupied and leased herein by the Lessee, and Lessor, it's agents or representatives shall be permitted to inspect same at any reasonable hour.

- C. Lessor reserves the right to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport but shall not be obligated to the Lessee for any failure to so maintain or keep in repair.
- D. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using such airspace or landing at, taking off from, or operating on Pueblo Memorial Airport.
- E. It is further understood and agreed that this Agreement is subject to the written prior approval of the Federal Aviation Administration and that the provisions hereof cannot be modified without prior written approval by said Federal Aviation Administration.

3. OBLIGATIONS OF LESSEE

- A. The Lessee, shall, at its own expense, keep the premises neat, clean, safe and orderly at all times, free of waste, rubbish and debris, and shall provide a complete and proper arrangement for the sanitary handling and disposal of all trash, garbage and other refuse resulting from Lessee's activities at the Airport. No outside storage of parts, materials, equipment, inventory, or other material shall be permitted.
- B. The Lessee agrees to indemnify, defend, and save the Lessor, its agents, officers, representatives and employees, harmless from and against any and all penalties, liability or loss including costs and attorney fees resulting from claims or court action, whether civil, criminal or in equity, and arising directly or indirectly out of acts of the Lessee, his agents, employees, or servants or through any injury or casualty occurring on the leased premises.
- C. Lessee shall not hold or attempt to hold Lessor liable for any injury, including loss of life, to any person, or for damage to any property while on the leased premises or the Airport, irrespective of how such injury or damage may be caused or occasioned.

4. OBLIGATIONS OF LESSOR

- A. Lessor shall maintain the floor, walls, roof and doors of said premises, except that the cost of repairs for any damages to same caused by Lessee, his employees, agents, or invitees shall be borne solely by Lessee.
- B. All risk of loss or damage to Lessee's aircraft and other personal property in or upon the leased premises is assumed by Lessee, and Lessor shall not be liable or responsible for any loss or damage to such aircraft and other personal property regardless of the cause thereof, including, without limitation, the negligence of Lessor, its officers, agents or employees.

5. GENERAL CONDITIONS

- A. The terms and conditions of this Lease and Lessee's rights hereunder are hereby made subject to the provisions of Title III Chapter 1 of the 1971 Code of Ordinances of the City of Pueblo and as same may be subsequently amended. In the event of conflict between said Code of Ordinances and any provision herein said Code shall control.
- B. The Lessee, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained or otherwise operated on the said property described in this lease for the purpose of which a Department of

Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

The Lessee, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased premises, (2) that in the construction of any improvements on, over, or under the leased premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the leased premises in compliance with all other applicable requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

- C. The Lessee by accepting this Lease expressly agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking-off of aircraft from Pueblo Memorial Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Lessee.
- D. This Lease and all the provisions hereof are subject to all rights the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, re-entry upon and taking over of the said Airport including the leased premises.
- E. The Lessee shall observe faithfully all rules and regulations affecting use of the Airport, whether established by the Director of Aviation, by the City or other political subdivision having jurisdiction, by the State of Colorado or the United States, or agencies thereof, including but not limited to rules affecting the operation of motor vehicles upon, to and from the Airport.
- F. The Lessee, and all officers, agents and employees of Lessee, hereby agree to be bound by and subject to all the Police Ordinances of Pueblo, a Municipal Corporation, at all times while on the Airport, whether acting in the course of Lessee's business or otherwise.
- G. The Lessee represents that it has inspected the Airport and all of its premises and facilities and that it accepts the conditions of same and fully assumes the risk incident to the use thereof. The Lessor shall not be liable to the Lessee for any damages or injuries to the property or personnel of the Lessee which result from hidden, latent or other dangerous conditions on the Airport or leased premises.

6. DEFAULT HOLDOVER AND NON-PERFORMANCE CONDITIONS

- A. That if, after the expiration of the term of this Lease, Lessee shall remain in possession of the leased premises and continue to pay rent without any express written agreement as to such

holding over, then Lessee agrees that all terms and covenants of this Lease shall remain in effect, except that Lessee shall be a tenant from month to month at a monthly rental equal to 125% of the rent for the last month payable hereunder.

- B. That if the Lessee shall be declared insolvent or bankrupt, or if any assignment of the Lessee's property shall be made for the benefit of creditors or otherwise, or if Lessee's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any Court of Law, or a Trustee in Bankruptcy or a Receiver appointed for the property of the Lessee, whether under the operation of the State or the Federal statutes, then and in any such case, the Lessor may, at his option, immediately with or without notice, notice being expressly waived, terminate this Lease and immediately retake possession of said premises without the same working any forfeiture of any accrued obligations of the Lessee hereunder.
- C. That if the rent above reserved, or any part thereof shall be in default, or in case of a breach by the Lessee of any of the covenants or agreements herein, the said Lessor may declare this Lease terminated, and after the expiration of three (3) days from the date of the service of a written notice to that effect, be entitled to the possession of said premises either by the expiration of this Lease or by any violation on any term or provision as herein provided for, and the said Lessee shall refuse to surrender and deliver up the possession of said premises, after the service of said notice as aforesaid, then and on that event, the said Lessor may, without further notice or demand, enter into and upon said premises, or any part thereof, and take possession thereof and repossess them, and expel, remove and put out of possession the Lessee, using such help, assistance and force in so doing as may be needful and proper, without prejudice to any remedy allowed by law, available in such cases.
- D. That in case said premises are left vacant and any part of the rent herein reserved be due and unpaid, then the Lessor may, without in anyway being obligated to do so, and without terminating this Lease, retake possession of said premises and rent the same for such rent, and upon such conditions as the Lessor may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and said Lessee shall be liable for the balance of the rent herein reserved until the expiration of this Lease.
- E. In the event the Lease Agreement be terminated as herein provided, Lessor should have and is hereby given a lien upon Lessee's equipment, fixtures, furniture and inventory located in or upon the leased premises for all rent, expenses, attorney fees and costs then due or to become payable by Lessee hereunder, and such lien may be enforced by the taking and sale of such property in the same manner and as provided for the disposition of collateral under the Colorado Uniform commercial Code.
- F. Lessee agrees to pay the Lessor all costs, including a reasonable attorney fee, incurred by Lessor in recovering any rent or other money due and unpaid under the terms of this Lease or to recover possession of the leased premises after termination hereof.

7. SPECIAL CONDITIONS

- A. Lessee agrees that no inflammable liquids or hazardous materials shall be used or stored in the premises, excepting the fuel in the aircraft fuel tanks or in the tank of a stored automobile.
- B. It is expressly understood that no person other than the Lessee or his regular employee may perform services (including, but not limited to, maintenance and repair) on any aircraft on the leased premises.
- C. Lessee agrees to provide drip pans of a non-inflammable material under the aircraft to prevent

damage to the asphalt floor from dripping oil or fluid.

- D. It is expressly understood by Lessee that Security in the T-Hangar area as elsewhere on the Airport is vital. The drive thru gate entering the T-Hangar area shall be kept closed and locked at all times except for ingress or egress. Only autos belonging to owners of aircraft hangared therein or their employees will be permitted in the T-Hangar Area. Only owners of aircraft hangared therein, their employees or invitees will be permitted in the Area and the aircraft owner shall be responsible for the actions of these people.
- E. Violations of Airport Security Rules shall be sufficient grounds for termination of this Agreement.
- F. No person or vehicle shall go beyond the area adjacent the T-Hangars without expressed permission in writing from the Director of Aviation except in lawful departure by aircraft.
- G. Hangar doors shall remain closed and locked except during periods when the Hangar is attended by a Tenant. (This will prevent sudden wind storms damaging aircraft in the Hangar if doors are left open and unattended.)

8. MISCELLANEOUS PROVISIONS

- A. That no assent, expressed or implied, to any breach of any one or more of the covenants and agreements hereof, shall be deemed or taken to be a waiver of any succeeding or other breach.
- B. That all covenants and agreements in this Lease contained shall be binding upon and inure to the benefit of the heirs, successors, assigns and legal representatives of said Lessor and said Lessee.

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

LESSOR:

Pueblo, a Municipal Corporation

By



Mark Lovin

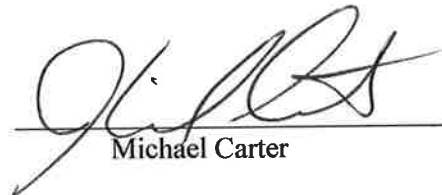
Director of Aviation

WITNESS:



Diana DeLeon

LESSEE:



Michael Carter



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 9, 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 MOUNTAIN PARK ENVIRONMENTAL ASSOCIATION DBA NATURE AND WILDLIFE DISCOVERY CENTER IN THE AMOUNT OF \$900 TO SPONSOR THE WINTER SOLSTICE CELEBRATION ON SATURDAY, DECEMBER 21, FROM 4 TO 7 PM

SUMMARY:

Attached for consideration is a request for support of Mountain Park Environmental Association DBA Nature and Wildlife Discovery Center in the amount of \$900 to sponsor the Winter Solstice Celebration on Saturday, December 21, from 4 to 7 pm.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Sarah Martinez is requesting \$900 to support the Winter Solstice Celebration on Saturday, December 21 from 4 - 7 pm. This family-friendly event welcomes the winter season and celebrates the Winter Solstice. This special event is one of four Earth holidays that mark seasonal transitions — this one from fall to winter. It also signifies the gradual return of more sunlight each day, celebrating light and the start of a new year in the celestial calendar. The Winter Solstice is a significant time for many of the plants, trees, and animals living at the River Campus.

The Annual Winter Solstice Celebration is Pueblo's only family-friendly solstice event. In the past, there has been a ticket fee, but this year, we want to offer it for free—with your support! We are expecting 200 participants in 2024.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$900 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to Mountain Park Environmental Association DBA Nature and Wildlife Discovery Center.

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. 12-9-24 Winter Solstice Celebration Sponsorship One-Pager
2. Colorado Secretary of State - Organization Record Confirmation - MOUNTAIN PARK ENVIRONMENTAL ASSOCIATION pulled 11.18.24
3. 2024 Contingencies (Council) Wildlife Discovery Center Winter Solstice

RESOLUTION NO. 15849

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO MOUNTAIN PARK ENVIRONMENTAL ASSOCIATION DBA NATURE AND WILDLIFE DISCOVERY CENTER IN THE AMOUNT OF \$900 TO SPONSOR THE WINTER SOLSTICE CELEBRATION ON SATURDAY, DECEMBER 21, FROM 4 TO 7 PM

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$900 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to Mountain Park Environmental Association DBA Nature and Wildlife Discovery Center to sponsor the Winter Solstice Celebration on Saturday, December 21, from 4 to 7 pm.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: December 9, 2024

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

WINTER SOLSTICE WALK

December 21 • 5200 Nature Center Rd • 4 - 7 pm



HOSTED BY THE
**NATURE
& WILDLIFE**
DISCOVERY
CENTER

Join us for a family-friendly event to welcome the winter season and celebrate the Winter Solstice. This special event is one of four Earth holidays that mark seasonal transitions — this one from fall to winter. It also signifies the gradual return of more sunlight each day, celebrating light and the start of a new year in the celestial calendar. The Winter Solstice is a significant time for many of the plants, trees, and animals living at the River Campus.

The Annual Winter Solstice Celebration is Pueblo's only family-friendly solstice event. In the past, we've charged a ticket fee, but this year, we want to offer it for free—with your support! We are expecting 200 participants in 2024.

EVENT ACTIVITIES INCLUDE:

- Arrival and welcome from Executive Director Taylor Driver
- "What is the Solstice?" – A mini-panel featuring perspectives from different traditions
- "Skins & Skulls" Touch Table - Our display featuring animals that once lived at the nature center
- Bird of prey release (depending on availability)
- A cappella music by Chime Time
- Hot cocoa and cookie bar
- Raffle with prizes
- Community warming fire and drum circle
- Meet & Greets with NWDC's ambassador birds
- Luminaria solstice walk (2 loops, handicap accessible)
- Decorate your own luminaria (a candle-lit bag to light with intention)



SPONSORSHIP OPPORTUNITIES

We are seeking sponsorships to help support these activities. Sponsors will be acknowledged in all promotional materials, event advertising, and at the event itself, and of course, receive a donation letter.

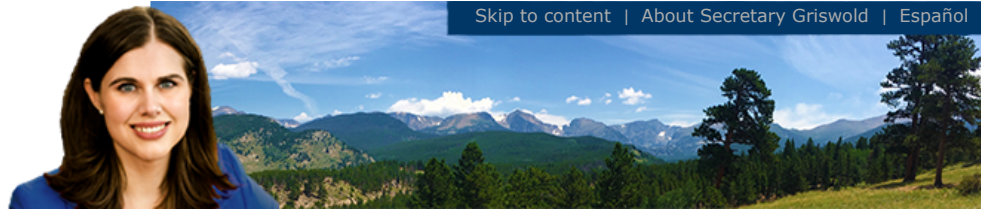
LEVELS

- General Donations – up to \$200.
- Raffle Donations: Raffle prizes of all kinds are welcome to enhance the event's excitement. Your donation of goods or services will help make the Winter Solstice Celebration even more memorable for attendees.
- (1) Music Sponsor- \$200 donation: Help make the night sing by sponsoring an a cappella group.
- (2) Luminaria Sponsors – \$300 donation (\$600 total needed): Help “light up the night” by sponsoring the luminaria displays!
- (1) Bird of Prey Release Sponsors – \$400 donation: Cover the costs of the care of our bird of prey to be released at the event to ensure the bird is healthy and can survive back in the wild.
- (1) Cocoa Bar – \$800 donation: This covers the cost of the popular cocoa bar supplies for the event. We expect around 200 guests.
- (1) NWDC North Star Supporter – \$800+: As our North Star Supporter, your contribution of \$800+ will not only support the Winter Solstice Celebration but also sustain our Raptor Rehabilitation Programs and environmental education for Pueblo’s school children. So far in 2024, we have hosted 2,792 students for programs at NWDC!

CONTACT US!

For more information or to discuss sponsorships, please contact Taylor Driver at taylor@hikeandlearn.org or 719-485-4444 ext. 1000. Let’s work together to support Pueblo families in celebrating the Solstice, enjoying nature, and learning more about the beautiful place we call home!





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Organization Record Confirmation

Review and select "Confirm" if this entity is the correct business organization.

ID Number:	19991043994
Name:	Nature and Wildlife Discovery Center
Principal Street Address:	9112 Pueblo Mountain Park Rd, Beulah, CO, 81023, US
Principal Mailing Address:	PO Box 99, Beulah, CO, 81023, US
Registered Agent:	Nature and Wildlife Discovery Center
Registered Agent Street Address:	9112 Pueblo Mountain Park Rd, Beulah, CO, 81023, US
Registered Agent Mailing Address:	PO Box 99, Beulah, CO, 81023, US
Status:	Good Standing
Form:	Nonprofit Corporation
Jurisdiction:	CO
Formation Date:	1999-03-09

[Previous Page](#)

[Confirm](#)

DATE	BALANCE IN 2024 CONTINGENCIES ACCOUNT	DEBIT	CREDIT	BALANCE
	Beginning Balance			\$ 100,000.00
Bal. Fwd.	Desiree Tamlich - Mural Levee Project Remaining Balance	\$ 1,500.00		\$ 98,500.00
1/8/24	Mt. Carmel Veterans Services Salute to Heroes Event	\$ 1,000.00		\$ 97,500.00
1/22/24	PFP Sun Soil Water Ag Summit	\$ 2,000.00		\$ 95,500.00
1/22/24	Latino Chamber 45th Anniversary Dinner Table	\$ 1,100.00		\$ 94,400.00
1/22/24	Boys & Girls Club Champions of Youth Dinner VIP Table	\$ 1,800.00		\$ 92,600.00
2/5/24	Desiree Tamlich - Mural Levee Project Remaining Balance	\$ 1,500.00		\$ 91,100.00
2/12/24	Pueblo Friends of the Arkansas Trout on the Routt	\$ 250.00		\$ 90,850.00
2/12/24	Firefighters Historical Society Ball Table Sponsorship	\$ 1,500.00		\$ 89,350.00
2/26/24	Pueblo Child Advocacy Center Blue Sneaker Ball	\$ 1,200.00		\$ 88,150.00
3/11/24	Pueblo Children's Chorale	\$ 3,000.00		\$ 85,150.00
3/11/24	Latino Veterans Profiles in Courage	\$ 1,500.00		\$ 83,650.00
3/11/24	Mariposa Center for Safety - Mother's Day	\$ 1,000.00		\$ 82,650.00
3/11/24	Hip Hop Festival - Mad Fresh Productions	\$ 2,000.00		\$ 80,650.00
3/11/24	Super Team PCSO - St. Baldricks Head Shaving Event	\$ 1,000.00		\$ 79,650.00
3/11/24	Pueblo Has Talent Event	\$ 3,800.00		\$ 75,850.00
3/25/24	Southern Colorado Press Club Sheep Dip	\$ 1,000.00		\$ 74,850.00
3/25/24	Juneteenth Organization	\$ 1,000.00		\$ 73,850.00
3/25/24	El Movimiento Sigue fiscal sponsor for Cinco de Mayo	\$ 2,000.00		\$ 71,850.00
3/25/24	Boys & Girls Club the PLACE Community Block Party	\$ 1,000.00		\$ 70,850.00
3/25/24	The ARC of Pueblo Golden Tortilla	\$ 400.00		\$ 70,450.00
4/8/24	Southern Colorado Equality Alliance Spring Fling	\$ 280.00		\$ 70,170.00
4/22/24	C Cubed Training - Girls in IT Day	\$ 700.00		\$ 69,470.00
4/22/24	Downtown Association Levee Walk	\$ 1,000.00		\$ 68,470.00
5/13/24	AMR Safety Jam	\$ 2,000.00		\$ 66,470.00
5/13/24	Boy Scout Troop 19	\$ 1,000.00		\$ 65,470.00
5/28/24	Sangre de Cristo Arts Center Gala	\$ 1,500.00		\$ 63,970.00
5/28/24	Pueblo Zoo - Zoofari	\$ 1,500.00		\$ 62,470.00
5/28/24	CSU Pueblo President's Gala	\$ 200.00		\$ 62,270.00
6/10/24	District 60 Summer Musical	\$ 1,000.00		\$ 61,270.00
6/24/24	Pueblo Spay and Neuter Now	\$ 1,125.00		\$ 60,145.00
6/24/24	Colorado State Fair Fiesta Committee Noche de Fiesta	\$ 500.00		\$ 59,645.00
6/24/24	RMSE: Youth Kickback Events	\$ 1,000.00		\$ 58,645.00
6/24/24	PDI Dancing with the Pueblo Starz	\$ 1,250.00		\$ 57,395.00
7/8/24	American Cancer Society Relay for Life	\$ 1,500.00		\$ 55,895.00
7/8/24	Assistance League - Operation School Bell	\$ 2,000.00		\$ 53,895.00
7/8/24	A Caring Pregnancy Center Annual Fundraiser	\$ 1,500.00		\$ 52,395.00
7/8/24	Mad Fresh Productions - Multicultural Festival	\$ -		\$ 52,395.00
7/22/24	Genealogical Society of Hispanic America	\$ 2,000.00		\$ 50,395.00
7/22/24	Elks Brotherhood #90	\$ 2,000.00		\$ 48,395.00
8/12/24	Pueblo Chile Balloon Fest	\$ 2,500.00		\$ 45,895.00
8/12/24	Servicios de la Raza Children's Day	\$ 2,000.00		\$ 43,895.00
8/26/24	Southern Colorado Fashion and Fall Showcase	\$ 1,000.00		\$ 42,895.00
8/26/24	Mariposa Center for Safety - Tribute to Women	\$ 1,000.00		\$ 41,895.00
8/26/24	Spark the Change Suicide Memory Walk	\$ 1,500.00		\$ 40,395.00
8/26/24	Latino Chamber Tostada Event	\$ 1,000.00		\$ 39,395.00
9/9/24	Pueblo Choral Society Old Fashioned Christmas Concert	\$ 2,500.00		\$ 36,895.00
9/9/24	Latino Chamber Lifetime Achievement Awards	\$ 1,000.00		\$ 35,895.00
10/15/24	Latino Chamber Development - Festival of Trees	\$ 1,000.00		\$ 34,895.00
10/15/24	NAACP Freedom Fund Banquet	\$ 750.00		\$ 34,145.00
10/15/24	Pueblo Library Booklovers Ball	\$ 1,750.00		\$ 32,395.00
10/15/24	Pueblo Downtown Association Parade of Lights	\$ 1,250.00		\$ 31,145.00
10/15/24	PAWS for Life Leachpit	\$ 7,500.00		\$ 23,645.00
11/11/24	Historic Pueblo Damon Days Banquet	\$ 1,000.00		\$ 22,645.00
11/25/24	Pueblo District 60 Foundation Bessemer Extravaganza	\$ 1,500.00		\$ 21,145.00
12/9/24	Mountain Park Environmental Association DBA Nature and Wildlife Discovery Center Winter Solstice	\$ 900.00		\$ 20,245.00
				\$ 20,245.00
				\$ 20,245.00



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT OF \$1,000,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT, FOR VIDEO SURVEILLANCE IMPROVEMENTS IN PARKS, AS AUTHORIZED BY SECTION 603 (A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35

SUMMARY:

This Resolution authorizes payment of \$1,000,000 in American Rescue Plan Act ("ARPA") funds for the purpose of implementing all hardware and software licensing, warranty, certification training, and technical support services for all components related to video surveillance and applicable wireless and fiber-optic connectivity in the Parks.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021, until December 31, 2024 (to be expended by December 31, 2026).

BACKGROUND:

The Parks and Recreation Department would like to improve security measures and recreational services in City Park, Mineral Palace Park, Ray Aguilera Park, Lake Minnequa, and Mitchell Park. Video surveillance and wireless network access with integration into the Police Department's Real-Time Crime Center (RTCC) is the main focus of this project. The funds will provide the network infrastructure including surveillance cameras, wireless access points, data and mounting equipment, hardware and software licensing, storage, and other miscellaneous items required including interfacing with the RTCC. Further, Parks and Recreation personnel will be able to enhance services and be able to take mobile payments at the Park's facilities.

The costs associated for warranty, training, technical support, services, and software licensing related to the protection of mission critical public safety applications is an eligible use of ARPA funds 31 CFR 35.6(b)(3)(ii)(E)(4).

FINANCIAL IMPLICATIONS:

Annual budget appropriations related to video storage and hardware and software maintenance support will be required. The costs will be determined annually and managed through the annual budget process beginning in year 3. Original project costs include 3-years of warranty, storage, and support.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could decide not to support or fund this project eliminating the efforts to enhance park security and improve recreational services and events for our citizens through the Parks and Recreation Department.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15850

A RESOLUTION AUTHORIZING PAYMENT OF \$1,000,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT, FOR VIDEO SURVEILLANCE IMPROVEMENTS IN PARKS, AS AUTHORIZED BY SECTION 603 (A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act ("ARPA"); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021, until December 31, 2024 (to be expended by December 31, 2026); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the Final Rule to implement ARPA in Title 31, Part 35 of the CFR; and

WHEREAS, under the Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of \$1,000,000 are hereby authorized for payment of hardware, software, and associated contracts and services from Project No. CI2113 – American Rescue Plan Act, for purposes of implementing video surveillance and improving recreational services in City Park, Mineral Palace Park, Mitchell Park, Ray Aguilera Park, and Lake Minnequa.

SECTION 2.

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

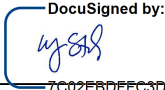
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: December 9, 2024

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 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 APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, FOR THE PREPARATION OF SITE AND CONSTRUCTION PLANS IN ANTICIPATION OF THE CONSTRUCTION OF A CITY-COUNTY CHILDCARE CENTER AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFF 35.6, AND AUTHORIZING THE PAYMENT OF ONE HUNDRED THOUSAND DOLLARS (\$100,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign an Intergovernmental Agreement between the City of Pueblo ("City") and Pueblo County ("County") for the preparation of site and construction plans in anticipation of the construction of a City-County Childcare Center, as authorized by Section 603 of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6. Funds for the project, in the amount of \$100,000 will be paid out of Project No. CI2113, the American Rescue Plan Act.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from the American Recovery Plan Act ("ARPA") for covered costs and eligible expenses to be encumbered by December 31, 2024, and fully expended by December 31, 2026.

BACKGROUND:

Pueblo County owns the property at 126 E. 4th Street, Pueblo, Colorado (the "Property"). The City and County have been in discussions regarding the need for quality affordable childcare for working families in the City of Pueblo. The City and County are working together toward the construction of a City-County Childcare Center at 126 E. 4th Street, Pueblo, Colorado. Site and construction plans are needed to move the project forward. The estimated cost to hire a professional contractor to develop the site and construction plans is \$100,000, which if approved will be the first monetary contribution by the City to the project. Pueblo County has committed the building to the project.

FINANCIAL IMPLICATIONS:

The City will pay to Pueblo County \$100,000 in ARPA funds from Project No.CI2113 as the City's initial contribution to the project.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to contribute to the development and construction of a new soccer practice field.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. IGA with County develop construction plans for City County Childcare Center

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, FOR THE PREPARATION OF SITE AND CONSTRUCTION PLANS IN ANTICIPATION OF THE CONSTRUCTION OF A CITY-COUNTY CHILDCARE CENTER AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFF 35.6, AND AUTHORIZING THE PAYMENT OF ONE HUNDRED THOUSAND DOLLARS (\$100,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(C) and the Final Rule 31 CFR 35.6 recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds on governmental services pursuant to the revenue replacement calculation; and

WHEREAS, quality affordable childcare is needed for working families within Pueblo County and the City of Pueblo; and

WHEREAS, the City and County desire to work together to develop a City and County Childcare Center within the City of Pueblo; and

WHEREAS, it is and will be to the mutual benefit of City and County, and the residents of each, to cooperate in the development of a City and County Childcare Center;

WHEREAS, the Parties are empowered by C.R.S. §29-1-203 to enter into this intergovernmental agreement for the purpose of setting forth the manner in which the Parties intend to cooperate to develop a site plan, construction plans, and specifications; NOW THEREFORE,

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

SECTION 1.

The Intergovernmental Agreement ("IGA") between and the City of Pueblo, a Colorado Municipal Corporation and Pueblo County, a political subdivision of the State of Colorado, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

Funds in the amount of \$100,000 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, subject to and conditioned upon the terms of the IGA.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 25, 2024.

Final adoption of Ordinance by City Council on December 9, 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

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into and is effective upon the last date executed by the Parties ("Effective Date") between Pueblo County, a political subdivision of the State of Colorado, ("County"), and the City of Pueblo, a Colorado Municipal Corporation ("City") (collectively, the "Parties").

WITNESSETH:

WHEREAS, quality affordable childcare is needed for working families within Pueblo County and the City of Pueblo; and

WHEREAS, the City and County desire to work together to develop a City and County Childcare Center within the City of Pueblo; and

WHEREAS, it is and will be to the mutual benefit of City and County, and the residents of each, to cooperate in the development of a City and County Childcare Center;

WHEREAS, the Parties are empowered by C.R.S. §29-1-203 to enter into this intergovernmental agreement for the purpose of setting forth the manner in which the Parties intend to cooperate to develop a site plan, construction plans, and specifications;

NOW THEREFORE, in consideration of the foregoing recitals and the provisions, terms and conditions set forth herein below, the Parties enter into this intergovernmental agreement ("IGA") concerning the development of a City and County Childcare Center:

1. TERMS AND CONDITIONS:

1.1 This IGA is entered into pursuant to the authority of C.R.S. §19-1-203 and each Party warrants that it has independent legal authority to provide the function, service or facility which is contemplated within and the subject of this IGA.

1.2 The County shall retain, through its competitive bidding process, a professional contractor to prepare a site plan, construction plans, and specifications (collectively the "Plans") for construction of a joint city and county childcare center utilizing the property located at 126 E. 4th Street, Pueblo, Colorado. Such Plans shall, at a minimum, address the following:

- 1.2.1 General requirements for space and separation for a childcare center;
- 1.2.2 All civil, structural, and architectural engineering;
- 1.2.3 All mechanical systems including but not limited to plumbing, electrical, and heating and air conditioning;
- 1.2.4 All necessary furniture, fixtures, and equipment;
- 1.2.5 All necessary fire suppression systems, alarms, and controls; and
- 1.2.6 All necessary communication and information technology systems;
- 1.2.7 All required outdoor space to include playground equipment; and

- 1.2.8 All required stormwater drainage systems; and
- 1.2.9 All exterior landscaping and parking.

1.3. The estimated cost to develop the Plans is one hundred thousand dollars (\$100,000). The City shall pay to County \$100,000 for the purpose of hiring a professional contractor for this purpose.

1.4 County has already invested approximately \$_____ to the project for asbestos abatement, minor interior repairs and maintenance, and minor exterior repairs and maintenance.

1.5 The County shall retain the professional contractor within ninety (90) days of the date of this IGA and require the Plans to be completed within ninety (90) days thereafter. County shall provide City with the name and contact information for the retained professional contractor. County shall provide City with copies of all Plans including any drafts and work papers provided by the professional contractor. The City may contact the professional contractor directly with any question it may have regarding the project.

1.6 Once Plans are completed, City and County may enter a new IGA for the construction of the joint childcare center. Any future agreement(s) are contingent upon the approval of, and appropriation of funds by the respective governing bodies.

2 TERM AND TERMINATION:

The term of this Agreement shall begin on the Effective Date which shall be the latest date of execution of this agreement by any of the Parties and, unless sooner terminated as provided herein, end one hundred and eighty (180) days from the date of this Agreement.

3 OTHER:

3.1 **TABOR:** Each Party individually shall bear all risk and responsibility related to compliance with Article X, Section 20 of the Colorado Constitution ("TABOR") or other law which is applicable to the transactions described in this Agreement.

3.2 **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior and contemporaneous agreements, representations, and understandings between them. This Agreement shall be construed and enforced according to the laws of the State of Colorado. No alterations, amendments, changes, or modifications to this Agreement shall be valid unless they are contained in writing and executed by all Parties. This Agreement shall be binding and inure to the benefit of the Parties to it and their respective legal representatives, successors and assigns. Any delegation or assignment of this Agreement by either Party without the prior written consent of the other Party shall be void. The subject

headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of its provisions.

3.3 NOTICES: Except as set forth elsewhere in this paragraph, all notices to be given in this Agreement shall be made in writing and shall be sufficient if delivered personally due to the need for timely transmission of information or by Certified Mail to the other party at the following addresses:

City of Pueblo
One City Hall Place
Pueblo, Colorado 81003
Attention: Office of the Mayor

With a copy to:

Pueblo City Attorney
One City Hall Place
Pueblo, Colorado 81003

AND

Pueblo County Department of Budget and Finance
Pueblo County Courthouse
215 West 10th Street
Pueblo, CO 81003

With a copy to:

Pueblo County Attorney's Office
Pueblo County Courthouse
215 West 10th Street, Room 312
Pueblo, CO 81003

3.4 GOOD FAITH: The Parties shall implement this Agreement in good faith including acting in good faith in all matters that require joint or coordinated action.

3.5 STATUS OF PARTIES: The Parties will perform their duties under this Agreement independent from each other. Neither Party, nor any employee, officer, or agent thereof, will be considered an agent or employee of the other Party for any purpose whatsoever.

3.6 NO THIRD-PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing

contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Authority or County receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

3.7 LEGAL AUTHORITY: The Parties assure that they possess the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into this Agreement. The person or persons signing and executing this Agreement do hereby warrant that he/she or they have been fully authorized to execute this Agreement and to validly and legally bind their principals to all the terms, performances and provisions herein set forth.

3.8 SURVIVAL OF CERTAIN CONTRACT TERMS: Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of the Agreement shall survive such termination date and shall be enforceable by the County.

3.9 LIABILITY AND INSURANCE: Nothing in this IGA is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. Parties shall provide and maintain Workers' Compensation insurance coverage on its employees complying with the requirements of State law.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement the day and year first written above.

ATTEST:

Clerk to the Board

COUNTY OF PUEBLO

By: _____

Chair, Board of County Commissioners

Date: _____

ATTEST:

Marisa Stoller, City Clerk

MAYOR CITY OF PUEBLO

By: _____
Heather Graham

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Cynthia Mitchell County Attorney

By: _____
Carla L. Sikes, City Attorney



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE APPROVING, ACCEPTING, AND BUDGETING A MULTIMODAL TRANSPORTATION AND MITIGATION OPTION FUNDS GRANT, AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO AREA COUNCIL OF GOVERNMENTS, AND COLORADO DEPARTMENT OF TRANSPORTATION ESTABLISHING PROJECT NO. PT2406, BUDGETING AND APPROPRIATING \$130,399.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a Grant Award between the City of Pueblo a Colorado Municipal Corporation and Colorado Department of Transportation for \$130,399.00.

PREVIOUS COUNCIL ACTION:

No previous Council actions.

BACKGROUND:

This is a FY2023 Multimodal Transportation and Mitigation Option Funds Grant for \$130,399,00 allocation. The Grant provided is 100%, with a 0% match. This Grant utilizes State Multimodal Funding. The Grant Scope of Work includes the following project:

\$130,399.00 – Estimated Cost

\$130,399.00 Total Grant

FINANCIAL IMPLICATIONS:

The anticipated total Project cost is \$130,399.00. The State's share is 100% with no City match requirement.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for the City of Pueblo a Municipal Corporation to not be able to provide solar lights at bus stops.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. Attachment Grant Agreement-Pueblo City of _MMOF-S_Bus Stop Solar Lights 11-25-2024 Meeting

ORDINANCE NO. 10847

AN ORDINANCE APPROVING, ACCEPTING, AND BUDGETING A MULTIMODAL TRANSPORTATION AND MITIGATION OPTION FUNDS GRANT, AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO AREA COUNCIL OF GOVERNMENTS, AND COLORADO DEPARTMENT OF TRANSPORTATION ESTABLISHING PROJECT NO. PT2406, BUDGETING AND APPROPRIATING \$130,399.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Awarding of the Youth Fare-Free Transit Grant Program Grant to the City of Pueblo a Municipal Corporation, Pueblo Transit, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor of the City is authorized to execute the Grant Award acceptance in the name of and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith.

SECTION 3.

Project Number PT2406 is hereby established, and the amount of \$130,399.00 is budgeted and appropriated, therefore.

SECTION 4.

The Officers and Staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Award to implement the policies and procedures described herein.

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 25, 2024.

Final adoption of Ordinance by City Council on December 9, 2024.

DocuSigned by:
Mark Cliff
B7A4F51823AB402...
President of City Council

Action by the Mayor:

☒ Approved on 12/11/2024 | 10:01 AM MST.

☐ Disapproved on _____ based on the following objections:

Signed by:
Heather Graham
3A85950B7BCA402...
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]
7C02EBDFEC3D43C...

City Clerk

STATE OF COLORADO GRANT AGREEMENT

COVER PAGE

State Agency Department of Transportation	Agreement Number/PO Number 25-HTR-ZL-00088 / 491003760
Grantee City of Pueblo	Agreement Performance Beginning Date The Effective Date
Grant Agreement Amount MMOF-S Funds Maximum Amount	Initial Agreement Expiration Date December 31, 2026
\$130,399.00	Fund Expenditure End Date December 31, 2026
Total for all State Fiscal Years	\$130,399.00
Agreement Authority Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117, 43-2-101(4)(c), 43-4-811(2), SB18-001, SB17-228 and SB17-267.	
Agreement Purpose The purpose of this Grant is for CDOT to disburse MMOF-S Program Funds to Grantee to conduct work within the provisions of this Grant.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: 1. Exhibit A, Statement of Work and Budget. 2. Exhibit B, Sample Option Letter. 3. Exhibit C, Title VI-Civil Rights. In the event of a conflict or inconsistency between this Agreement 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, Title VI-Civil Rights. 2. Colorado Special Provisions in §17 of the main body of this Agreement. 3. The provisions of the other sections of the main body of this Agreement. 4. Exhibit A, Statement of Work and Budget. 5. Executed Option Letters (if any).	
Principal Representatives For the State: Glenn Krause Division of Transit and Rail 2829 W. Howard Place Denver, CO 80204 glenn.krause@state.co.us For Grantee: Kent Tompkins Director – Pueblo Transit City of Pueblo 350 Alan Hamel Ave Pueblo, CO 81003 ktompkins@pueblo.us	

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE City of Pueblo By: _____ Name: _____ Title: _____ Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By: _____ Name: _____ Title: _____ Date: _____
Second Grantee Signature if Needed By: _____ Name: _____ Title: _____ Date: _____	LEGAL REVIEW Philip J. Weiser, Attorney General _____ By: Assistant Attorney General Date: _____
In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD _____ By: Department of Transportation Effective Date: _____	

TABLE OF CONTENTS

1. PARTIES 3

2. TERM AND EFFECTIVE DATE 3

3. DEFINITIONS 4

4. STATEMENT OF WORK..... 6

5. PAYMENTS TO GRANTEE 6

6. REPORTING - NOTIFICATION 7

7. GRANTEE RECORDS..... 8

8. CONFIDENTIAL INFORMATION - STATE RECORDS..... 9

9. CONFLICTS OF INTEREST 10

10. INSURANCE 10

11. BREACH OF AGREEMENT 11

12. REMEDIES..... 11

13. DISPUTE RESOLUTION 13

14. NOTICES and REPRESENTATIVES..... 13

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION 13

16. GENERAL PROVISIONS..... 14

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3) 16

1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State”). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in §5.D, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit A.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Grantee, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in **§12.A.i.a**.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the Grant Maximum Amount payable to Grantee hereunder.

F. Grantee's Termination Under State Requirements

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S., at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- C. **"Budget"** means the budget for the Work described in Exhibit A.
- D. **"Business Day"** means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.
- E. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.
- F. **"Deliverable"** means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Grantee's Work that is intended to be delivered by Grantee.
- G. **"Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.
- H. **"End of Term Extension"** means the time period defined in §2.D.

- I. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- J. **“Extension Term”** means the time period defined in §2.C.
- K. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- L. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- M. **“Grant Maximum Amount”** means an amount equal to the total of Grant Funds for this Agreement.
- N. **“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, which are included as part of the Work, as described in §§24-37.5-401, et seq., C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- O. **“Initial Term”** means the time period defined in §2.B.
- P. **“Matching Funds”** (Local Funds) means the funds provided by Grantee as a match required to receive the Grant Funds.
- Q. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- R. **“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. 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.
- S. **“Services”** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- T. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, 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.
- U. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- V. **“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.
- W. **“State Records”** means any and all State data, information, and records, regardless of physical form.
- X. **“Subcontractor”** means any third party engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees of Grant Funds.
- Y. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- 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, information, and

any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

4. STATEMENT OF WORK

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

5. PAYMENTS TO GRANTEE

A. Grant 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 Agreement that exceeds the Grant Maximum Amount for that State Fiscal Year shown on the Cover Page of this Agreement as “MMOF-S Funds Maximum Amount”.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Grantee in the amounts and in accordance with the conditions set forth in Exhibit A.
- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. Any advance payment allowed under this Agreement, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement and its Exhibits. Eligibility and submission for advance payment is subject to State approval and must include approved documentation in the form and manner set forth and approved by the State.
- d. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- e. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

ii. Interest

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 of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days’ interest to be paid and the interest rate.

iii. 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.

iv. Available Funds-Contingency-Termination

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 Services and Goods that are delivered 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 §2.E.

C. Matching Funds

Grantee shall provide Matching Funds as provided in §5.A and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and 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 extends 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" in Exhibit A 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. If Grantee is a public entity, Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

- i. Any costs incurred by Grantee prior to the Effective Date shall not be reimbursed.
- ii. The State shall reimburse Grantee's allowable costs, not exceeding the Grant Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A, except that Grantee may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the Grant Maximum Amount of this Agreement or the Grant Maximum Amount for any State Fiscal Year, and the change does not modify any requirements of the Work.
- iii. 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 for the Goods and Services provided; 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 cost actually incurred.)
- iv. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Grantee shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all Deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted

to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation 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's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal 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

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 and the delivery of Services (including, but not limited to, the operation of programs) or Goods hereunder (collectively, the "Grantee Records"). Grantee shall maintain such records for a 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 (the "Record Retention Period"). 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 findings 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.

B. Inspection

Grantee shall permit the State and any other duly authorized agent of the State 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.

C. Monitoring

The State and any other duly authorized agent of the State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. 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 Agreement or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION - STATE RECORDS**A. 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. Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of this Agreement.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this 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 Subcontractor 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.

C. 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.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, Grantee 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 that Grantee, and its agents, employees, and Subcontractors are not 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 costs thereof. The State may, in its sole discretion and at Grantee's sole expense, require Grantee to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Grantee shall provide the State with the results of such audit and evidence of Grantee's planned remediation in response to any negative findings.

E. 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, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

F. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits.

Grantee shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101, *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual 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 Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor’s employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State’s interests. 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 Agreement.

C. Disclosure to the State

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. 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.

D. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Grantee employs or contracts with any State employee, any former State employee within six months following such employee’s termination of employment with the State, or any immediate family member of such current or former State employee. Grantee shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Grantee may also be subject to such penalties as are allowed by law.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers’ Compensation

Workers’ compensation insurance as required by state statute, and employers’ liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

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

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. Additional Insured

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

D. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

E. Cancellation

All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within 7 days of Grantee's receipt of such notice.

F. Subrogation Waiver

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

G. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Agreement, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

H. Certificates

For each insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement prior to the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES**A. State's Remedies**

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Agreement

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the State; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such Work for the State and Grantee; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES and REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, 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 information provided by or on behalf of the State to Grantee are the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

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 and/or video, and third-party materials, delivered by Grantee under this 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 this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS**A. Assignment**

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

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without providing notice to the State. The State may reject any such Subcontractor, and Grantee shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor's subcontract has been rejected by the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and 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.

C. Binding Effect

Except as otherwise provided in **§16.A.**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. 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.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. 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. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. 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 Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in 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.

J. 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 Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. 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 this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

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

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Grantee. 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.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§16.A.**, 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 this Agreement, and do not create any rights for such third parties.

P. 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.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

- i. Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- ii. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

T. Federal Provisions

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

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

These Special Provisions apply to all agreements except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee..

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current 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 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, §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 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.

D. INDEPENDENT CONTRACTOR.

Grantee shall perform its duties hereunder as an independent contractor 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 (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.

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.

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 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.

G. PROHIBITED TERMS.

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 this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this 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.

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 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.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental 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 State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract 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 (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Agreement is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Grantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (iv) shall comply with reasonable requests

made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming 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 §§8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Grantee (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, et seq., C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S., prior to the Effective Date of this Agreement.

EXHIBIT A, STATEMENT OF WORK AND BUDGET

Project Description	2023-MMOF-S: Bus Stop Solar Lights Project		
Project End Date	December 31, 2026		
Subrecipient	Pueblo, City of	UEID #	NJK3BNUDRHJ7
Contact Name	Kent Tompkins	Vendor #	2000036
Address	350 Alan Hamel Avenue Pueblo, Colorado 81003	Phone #	719-553-2710
Email	ktompkins@pueblo.us	Indirect Rate	N/A
WBS*	26634.10.50	ALI	N/A
Total Project Budget			\$130,399.00
State MMOF Funds (at 100% or less)			\$130,399.00
Local Funds (at 0% or more)			\$0.00
Total Project Amount Encumbered via this Grant Agreement			\$130,399.00

*The WBS numbers may be replaced without changing the amount of the grant at CDOT's discretion.

A. Project Description

City of Pueblo shall use 2023 MMOF funds, along with local matching funds, to complete the Bus Stop Solar Lights Project as more fully described below. The purchase will support the goals of the Statewide Transit Plan.

The City of Pueblo Transit Department will purchase and have installed 60 solar-powered light fixtures at/near fixed-route bus stops in the city and unincorporated Salt Creek. The city will coordinate with the Department of Public Works and Black Hills Energy on the installation of light fixtures, and perform a walk audit of the selected bus stops with the ADA committee to ensure the proposed placement of light fixtures will not impede accessibility.

B. Performance Standards

1. Project Milestones

Milestone Description	Original Estimated Completion Date
Submit Procurement Concurrence Request (PCR) in COTRAMS for Project Manager Approval	1/15/2025
Submit Procurement Authorization (PA) and solicitation docs in COTRAMS for Project Manager Approval	3/1/2025
Take Delivery of (First) Vehicle/Equipment/Project Property	5/2/2026
Take Delivery of and Accept All Vehicles/Equipment/Project Property	5/15/2026
Submit Reimbursement Request in COTRAMS	7/1/2026
IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement request) must be completed no later than the expiration date of this Grant Agreement: December 31, 2026.	

2. City of Pueblo shall use the Capital Asset(s) purchased in its transit operations and shall perform regularly recurring maintenance with specific performance measures tied to City of Pueblo's written maintenance plans, including manufacturer's recommendations and warranty program(s). City of Pueblo will measure whether this project is successful and improves the efficiency, effectiveness, and safety of transportation.
3. Performance will be reviewed throughout the duration of this Grant Agreement. City of Pueblo shall report to the CDOT Project Manager whenever one or more of the following occurs:

- a. Budget or schedule changes;
 - b. Scheduled milestone or completion dates are not met;
 - c. Identification of problem areas and how the problems will be resolved; and/or
 - d. Expected impacts and the efforts to recover from delays.
4. City of Pueblo must comply and submit all reimbursements and reports associated, including the assignment of "Colorado Department of Transportation" as the lienholder on the Capital Asset(s), as a condition of project closeout.

C. Project Budget

1. The Total Project Budget is \$130,399.00. CDOT will pay no more than 100% of the eligible, actual project costs, up to the maximum amount of \$130,399.00. CDOT will retain any remaining balance of the state share of MMOF Funds. City of Pueblo shall be solely responsible for all costs incurred in the project in excess of the amount paid by CDOT from MMOF Funds for the state share of eligible, actual costs. For CDOT accounting purposes, the MMOF Funds of \$130,399.00 will be encumbered for this Grant Agreement.
2. No refund or reduction of the amount of City of Pueblo's share to be provided for the project will be allowed unless there is at the same time a refund or reduction of the state share of a proportionate amount.
3. City of Pueblo may use eligible federal funds for the Local Funds share. City of Pueblo's share, together with the State MMOF Funds share, must be enough to ensure payment of the Total Project Budget.
4. Per the terms of this Grant Agreement, CDOT shall have no obligation to provide state funds for use on this project. CDOT will administer MMOF funds for this project under the terms of this Grant Agreement, provided that the state share of MMOF funds to be administered by CDOT are made available and remain available. City of Pueblo shall initiate and prosecute to completion all actions necessary to enable City of Pueblo to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

D. Procurement

Procurement of this Capital Asset(s) will comply with state procurement procedures and the DTR Quick Procurement Guide. In addition to the state requirements outlined below, state procedures for purchase of this Capital Asset(s) must be followed and will be outlined prior to purchase.

1. The first step in the procurement process will be to obtain an Independent Cost Estimate (ICE).
2. The second step will be to obtain a Procurement Concurrence Request (PCR) approval from the CDOT Project Manager through COTRAMS.
3. Prior to entering into a purchasing agreement with the selected vendor, City of Pueblo shall request a Purchase Authorization (PA), and submit a purchase order for the Capital Asset(s) in COTRAMS.
4. Upon delivery, City of Pueblo shall be responsible for having the Capital Asset(s) inspected and accepted within **fifteen (15) calendar days of delivery**. If defects prevent acceptance of the Capital Asset(s), City of Pueblo will contact the vendor to resolve any defects and notify CDOT.
5. City of Pueblo shall be responsible for reimbursing the selected vendor within **forty-five (45) calendar days after acceptance** of the Capital Asset(s).

E. Reimbursement Eligibility

Requests for reimbursement for eligible project costs will be paid to City of Pueblo upon submission of a complete reimbursement packet in COTRAMS for those eligible costs incurred during the Grant Agreement effective dates.

Accepted reimbursement packets will include the following completed documents:

- Independent Cost Estimate (ICE)
- Procurement Concurrence Request (PCR)
- Purchase Authorization (PA)
- Invoice
- Proof of Payment

City of Pueblo must submit the final invoice within sixty (60) calendar days of acceptance of the Capital Asset(s), and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of issuance of the final reimbursement payment.

F. State Interest-Service Life

CDOT maintains its share of the remaining state interest upon disposition of state assisted property before the end of its useful life or for a value greater than \$5,000 after the useful life has been met, according to the provisions of the State Management Plan.

The useful life of rolling stock begins on the date the vehicle is placed in revenue service and continues until it is removed from revenue service. The minimum useful life in years refers to total time in transit revenue service, not time spent stockpiled or otherwise unavailable for regular transit use. The minimum useful life in miles refers to total miles in transit revenue service. Non-revenue miles and periods of extended removal from service do not count towards useful life. Changes in operating circumstances, including unforeseen difficulty maintaining vehicles, higher cost of fuel, and changes in local law limiting where vehicles can be operated are not exemptions from minimum useful life requirements.

Minimum useful life is determined by years of service or accumulation of miles, whichever comes first, in accordance with the State Management Plan.

City of Pueblo shall not dispose or otherwise release the Capital Asset(s) to any other party while there is state interest in the Capital Asset(s) without approval from the CDOT Project Manager.

City of Pueblo is responsible for making the request to the CDOT Project Manager in a timely manner, providing appropriate documentation, if indicated, when a lien release is being requested in order to allow CDOT to process the release of a lien.

CDOT and City of Pueblo will work in conjunction with Department of Revenue (DOR) to assure the lien is released according to state rules.

G. Training

In an effort to enhance transit safety, City of Pueblo and any subrecipients and subcontractors shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, City of Pueblo shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting older adults and individuals with disabilities.

H. Safety Data

City of Pueblo and any subrecipients shall maintain and submit, as requested, data related to bus safety. This may include, but not be limited to, the number of vehicle accidents within certain measurement parameters set forth by CDOT, the number and extent of passenger injuries or claims, and the number and extent of employee accidents, injuries and incidents.

I. Restrictions on Lobbying

City of Pueblo is certifying that it complies with 2 CFR 200.450 by entering into this Subaward Agreement.

J. Special Conditions

1. City of Pueblo will comply with all requirements imposed by CDOT on City of Pueblo so that the state award is used in accordance with state statutes, regulations, and the terms and conditions of the state award.
2. City of Pueblo must permit CDOT and their auditors to have access to City of Pueblo's records and financial statements as necessary, with reasonable advance notice.
3. Except as provided in this Grant Agreement, City of Pueblo shall not be reimbursed for any purchase, issued purchase order, or leased capital equipment prior to the execution of this Grant Agreement.
4. City of Pueblo shall document any loss, damage, or theft of FTA- or state-funded property, equipment, or rolling stock in COTRAMS.
5. City of Pueblo shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.
6. City of Pueblo shall seek to ensure non-discrimination in its programs and activities by developing and maintaining a Title VI Program in accordance with the "Requirements for FTA Subrecipients" in CDOT's Title VI Program Plan and Federal Transit Administration Circular 4702.1B, "Title VI Requirements and Guidelines for FTA Recipients." The Party shall also facilitate FTA's compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development and public outreach in accordance with FTA Circular 4703.1 "Environmental Justice Policy Guidance for Federal Transit Administration Recipients."
7. City of Pueblo will provide transportation services to persons with disabilities, in accordance with Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.
8. City of Pueblo shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for FTA subrecipients.
9. City of Pueblo shall ensure that it will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or regulations. In any contract utilizing federal funds, land, or other federal aid, City of Pueblo shall require its subrecipients and/or contractors to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.
10. City of Pueblo shall agree to produce and maintain documentation that supports compliance with the Americans with Disabilities Act to CDOT upon request..

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Department of Transportation	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 Contract Number of the Original Contract
Current Grant Agreement Amount MMOF-S Funds 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 Local Funds \$0.00 Total for All State Fiscal Years \$0.00	Option Agreement Number Insert CMS number or Other Contract Number of this Option Agreement Performance Beginning Date The later of the Effective Date or Month, Day, Year Current Agreement Expiration Date Month, Day, Year

1. OPTIONS:

- A. Option to extend for an Extension Term or End of Term Extension.

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

3. OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By: _____ Name: _____ Title: _____ Date: _____	In accordance with §24-30-202, C.R.S., this Option Letter is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Option Letter Effective Date: _____
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EXHIBIT C, TITLE VI – CIVIL RIGHTS

Nondiscrimination Requirements

The Parties shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability. During the performance of this Agreement, the Grantee, for itself, its assignees and successors in interest (hereinafter referred to as the “Grantee”) agrees as follows:

- (1) **Compliance with Regulations:** The Grantee shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Agreement.
- (2) **Nondiscrimination:** The Grantee, with regard to the Work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subgrantees, including procurements of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subgrantees, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Grantee for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subgrantee or supplier shall be notified by the Grantee of the Grantee's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
- (4) **Information and Reports:** The Grantee shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Colorado Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Grantee is in the exclusive possession of another who fails or refuses to furnish this information the Grantee shall so certify to the Colorado Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Grantee's noncompliance with the nondiscrimination provisions of this Agreement, the Colorado Department of Transportation shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the Grantee under the Agreement until the Grantee complies, and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The Grantee shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Grantee shall take such action with respect to any subcontract or procurement as the Colorado Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a Grantee becomes involved in, or is threatened with, litigation with a subgrantee or supplier as a result of such direction, the Grantee may request the Colorado Department of Transportation to enter into such litigation to protect the interests of the Colorado Department of Transportation.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE APPROVING, ACCEPTING, AND BUDGETING A COLORADO ENERGY OFFICE STATE FUNDS GRANT YFTG0124 ADMINISTERED BY THE COLORADO ASSOCIATION OF TRANSIT AGENCIES, AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO A COLORADO MUNICIPAL CORPORATION AND COLORADO ASSOCIATION OF TRANSIT AGENCIES ESTABLISHING PROJECT NO. PT2405, BUDGETING AND APPROPRIATING \$62,213.39, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a Grant Award YFTG0124 between the City of Pueblo a Colorado Municipal Corporation and Colorado Association of Transit Agencies (CASTA) for \$62,213.39.

PREVIOUS COUNCIL ACTION:

No previous Council actions.

BACKGROUND:

The Youth Fare-Free Transit Grant in Colorado administered by Colorado Association of Transit Agencies (CASTA) on behalf of the Colorado Energy Office (CEO) through the Zero Fare Transit Grants Program provides Grants to eligible Transit Agencies in order to offer free Transit Services to youth riders in a calendar year beginning on October 1, 2024, and ending September 30, 2025. Youth Fare-Free Transit Grant is designed to support the State's Transit Agencies to rebuild Transit Ridership following the COVID-19 pandemic. The program's goals include reducing ozone formation, increasing youth ridership on Transit, and reducing vehicle miles traveled in the State. The Grant provided is 100%, with a 0% match. The grant scope of work includes the following project:

\$62,213.39 – Estimated Cost

\$62,213.39 Total Grant

FINANCIAL IMPLICATIONS:

The anticipated total Project cost is \$62,213.39. The State share is 100% with no City match requirement.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for the City of Pueblo a Colorado Municipal Corporation to not be able to provide the Youth Fare-Free Transit Grant Program for the calendar year from October 1, 2024, to September 30, 2025.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Attachment YFTG0124 Pueblo Transit - Award Letter Signed 092724 11-25-2024 Meeting

ORDINANCE NO. 10848

AN ORDINANCE APPROVING, ACCEPTING, AND BUDGETING A COLORADO ENERGY OFFICE STATE FUNDS GRANT YFTG0124 ADMINISTERED BY THE COLORADO ASSOCIATION OF TRANSIT AGENCIES, AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO A COLORADO MUNICIPAL CORPORATION AND COLORADO ASSOCIATION OF TRANSIT AGENCIES ESTABLISHING PROJECT NO. PT2405, BUDGETING AND APPROPRIATING \$62,213.39, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Awarding of the Youth Fare-Free Transit Program Grant to the City of Pueblo a Colorado Municipal Corporation, Pueblo Transit, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor of the City is authorized to execute the Grant Award Acceptance in the name of and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith.

SECTION 3.

Project Number PT2405 is hereby established, and the amount of \$62,213.39 is budgeted and appropriated, therefore.

SECTION 4.

The Officers and Staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Award to implement the policies and procedures described herein.

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 25, 2024.

Final adoption of Ordinance by City Council on December 9, 2024.

DocuSigned by:
Mark Cliff
B7A4F51023AB462...

President of City Council

Action by the Mayor:

- ☒ Approved on 12/11/2024 | 10:00 AM MST.
- ☐ Disapproved on _____ based on the following objections:

Signed 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

Youth Fare-Free Transit Grant Award Letter and Agreement

Oct 1, 2024

Pueblo Transit
350 S. Grand Ave
Pueblo, CO

Grant Number: YFTG0124

Dear Luana,

Congratulations, Pueblo Transit, hereafter known as subgrantee, has been awarded a Youth Fare-Free Transit Grant through the Zero Fare Transit Grants Program in the amount of \$62,213.39 to be used toward providing Free Transit Services to Youth Riders during the program period of October 1, 2024 to September 30, 2025. The Grantee is providing \$0 in matching funds for the project.

This Award Letter and Agreement, hereafter known as Agreement, outlines the terms and conditions of accepting the grant. Please read the Agreement carefully, sign, and return to autumnl@coloradotransit.com.

Upon signing this Agreement, subgrantee agrees to the following terms:

- Subgrantee will notify CASTA if there is any change in your ability to execute the terms of the grant;
- Subgrantee attests that it is committed to providing the free transit services to youth riders during the program period.
- Subgrantee will be held to the policies and procedure set forth in the 5.7 ZERO FARE TRANSIT GRANTS PROGRAM
- Grantee will utilize the grant funds for the purposes submitted in the grant application (attached) and only for activities that meet the Eligible Use of Grants Section 2 of CASTA Operating Procedure 5.7 ZERO FARE TRANSIT GRANTS PROGRAM and Colorado Revised Statutes Section 24-38.5-114 Zero fare transit grant programs.

Congratulations again on receiving this grant. We look forward to working with you during this Ozone Season.

Sincerely,

Authorized Signature of Grantor:  Date: 09/27/2024

CASTA Executive Director

Authorized Signature of Grantee:  Date: 9/27/24

Agency Official

Attachments:

- [Operating Procedure 5.7 OZONE SEASON TRANSIT GRANT PROGRAM](#)
- [Subgrantee Reimbursement Request Uniform Guidance](#)
- [Subgrantee Application](#)



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 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 SUSPENDING THE PAYMENT OF THE MONTHLY STREET REPAIR UTILITY SERVICE CHARGES FOR TWELVE CONSECUTIVE MONTHS BEGINNING WITH EACH UTILITY CUSTOMER'S JANUARY 2025 UTILITY BILL

SUMMARY:

This proposed Ordinance suspends the payment of monthly street repair utility service charges for calendar year 2025.

PREVIOUS COUNCIL ACTION:

The Pueblo Street Repair Utility Enterprise ("Enterprise") was created on December 26, 2017 by Ordinance No. 9217. On May 14, 2018, by Ordinance No. 9278, the City entered into an intergovernmental agreement with the Board of Water Works regarding the billing and collection of the Enterprise's monthly service fees. On October 9, 2018, by Ordinance No. 9353, Council set the Enterprise's initial monthly service fees which went into effect February 1, 2019. On August 26, 2019, by Ordinance No. 9534, City Council established the current street repair fees which went into effect on October 1, 2019.

On November 22, 2021, by Ordinance No. 10046, City Council suspended the payment of monthly street repair utility service charges for 12 consecutive months, beginning with each utility customer's January 2022 utility bill. On November 14, 2022 by Ordinance No. SRUE-001, City Council suspended the payment of monthly street repair utility service charges for 12 consecutive months, beginning with each utility customer's January 2023 utility bill. On December 26, 2023 by Ordinance 10626, City Council suspended the payment of monthly street repair utility service charges for 12 consecutive months, beginning with each utility customer's January 2024 utility bill.

BACKGROUND:

Section 12-11-6 of Pueblo Municipal Code authorizes City Council, as the *ex officio* governing board of the Enterprise, to establish monthly street repair utility service charges. This proposed Ordinance suspends payment of the Enterprise's monthly service fees for 12 consecutive months.

FINANCIAL IMPLICATIONS:

The suspension of the payment of utility fees would result in a projected loss of revenue for the Enterprise of approximately \$2.8 million in 2025.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not applicable as the fee cannot be assessed unless based upon a fee study which has not been performed.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10849

AN ORDINANCE SUSPENDING THE PAYMENT OF THE MONTHLY STREET REPAIR UTILITY SERVICE CHARGES FOR TWELVE CONSECUTIVE MONTHS BEGINNING WITH EACH UTILITY CUSTOMER'S JANUARY 2025 UTILITY BILL

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

SECTION 1.

The payment of monthly street repair utility service charges to the City of Pueblo’s Street Repair Utility Enterprise shall be and hereby are suspended for twelve (12) consecutive months, beginning with each utility customer’s January 2025 utility bill.

SECTION 2.

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

SECTION 3.

This Ordinance shall be effective upon the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 25, 2024.

Final adoption of Ordinance by City Council on December 09, 2024.

DocuSigned by:

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President of City Council

Action by the Mayor:

☒ Approved on 12/11/2024 | 10:00 AM MST.

☐ Disapproved on _____ based on the following objections:

Signed by:

3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

DocuSigned by:

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 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 A COLORADO MUNICIPAL CORPORATION, BIOBOT ANALYTICS, INC. IN COLLABORATION WITH THE PUEBLO DEPARTMENT OF PUBLIC HEALTH & ENVIRONMENT TO DETECT HIGH-RISK SUBSTANCES AND SUBSTANCE USE DISORDER TREATMENT CHEMICALS WITHIN THE PUEBLO SEWERSHED AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a memorandum of understanding to provide wastewater influent samples to help address the opioid crisis and other substance misuse issues in the Pueblo area by monitoring population consumption levels of substances to provide valuable insights for public health interventions.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The wastewater entering the James R. Dilorio Water Reclamation will be analyzed for high-risk substances and substance use disorder treatment chemicals. The data that this sampling provides will be used to inform targeted interventions, resource allocation and evidence-based strategies for prevention and harm reduction.

FINANCIAL IMPLICATIONS:

All costs will be covered by the contract between Biobot Analytics, Inc. and the Pueblo Health and the Environment.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. 11-25-24 MOU_ High Risk Biobot Analytics + Pueblo Wastewater ML

ORDINANCE NO. 10850

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO A COLORADO MUNICIPAL CORPORATION, BIOBOT ANALYTICS, INC. IN COLLABORATION WITH THE PUEBLO DEPARTMENT OF PUBLIC HEALTH & ENVIRONMENT TO DETECT HIGH-RISK SUBSTANCES AND SUBSTANCE USE DISORDER TREATMENT CHEMICALS WITHIN THE PUEBLO SEWERSHED 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 a Colorado Municipal Corporation, and Biobot Analytics, Inc., in collaboration with the Pueblo Department of Public Health & Environment, a copy of which is attached hereto ("Agreement"), 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 the 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 November 25, 2024.

Final adoption of Ordinance by City Council on December 9, 2024.

DocuSigned by:

B7A4F51823AB462...

President of City Council

Action by the Mayor:

- ☐ Approved on 12/11/2024 | 10:01 AM MST.
- ☐ Disapproved on _____ based on the following objections:

Signed by:
Heather Graham
3A65950B7BCA462...

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:
ysf
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City Clerk



Memorandum of Understanding

This is a Memorandum of Understanding between:

The City of Pueblo Wastewater Department and
Biobot Analytics Inc.

Date: November 7, 2024

Subject: Collaboration for High Risk Substance Wastewater Testing Program

This Memorandum of Understanding (MOU) outlines the agreement between the City of Pueblo Wastewater Department and Biobot Analytics (the “Parties”) regarding a wastewater testing program, in collaboration with the Pueblo Department of Public Health & Environment (PDPHE), aimed at detecting high-risk substances and substance use disorder treatment chemicals within the Pueblo sewershed.

Background:

Biobot Analytics’ wastewater testing program aims to help address the opioid crisis and other substance misuse issues in the Pueblo area by monitoring population consumption levels of substances to provide valuable insights for public health interventions. The project will generate county-wide public health data that inform targeted interventions, resource allocation, and evidence-based strategies for prevention and harm reduction.

Scope of Collaboration:

The City of Pueblo Wastewater Department agrees to support this wastewater testing program by providing influent wastewater samples for analysis to Biobot Analytics from the James R. DiIorio Water Reclamation Facility.

Responsibilities:

1. The City of Pueblo Wastewater Department will provide influent wastewater samples from the James R. DiIorio Water Reclamation Facility for analysis purposes.
2. Biobot Analytics will conduct the analysis of wastewater samples, focusing on the detection and quantification of fentanyl, methamphetamine, cocaine, xylazine, and their metabolites, as well as trans-3’-hydroxycotinine (a metabolite of nicotine). Biobot Analytics will also conduct analysis to detect and quantify naloxone, buprenorphine, and methadone.
3. Biobot Analytics will coordinate with the City of Pueblo Wastewater Department, PDPHE, and other relevant community stakeholders for the analysis and interpretation of wastewater samples.

Sampling Logistics:

1. All costs associated with sample collection and testing, including materials and shipping, will be covered via the contract between PDPHE and Biobot Analytics. There will be no costs charged to the City of Pueblo Wastewater Department.
2. The City of Pueblo Wastewater Department will provide one influent (24-hour composite) wastewater sample per week at the James R. DiIorio Water Reclamation Facility for the duration of the 12-month program.
3. Biobot Analytics will furnish sample collection kits, as well as detailed sampling instructions, to The City of Pueblo Wastewater Department to ensure proper sample collection, overnight shipping, and documentation of samples.
4. Biobot Analytics will provide logistics and communication support to all parties, available through Biobot's Customer Success team at support@biobot.io.
5. Samples will be tested for Biobot's high-risk substances panel (fentanyl, methamphetamine, cocaine, xylazine, nicotine), as well as Biobot's substance use disorder treatment panel (naloxone, buprenorphine, methadone).

Data Sharing and Use:

1. Biobot Analytics will provide access to data and evaluation products to PDPHE, the City of Pueblo Wastewater Department, and other Program Partners via a secure dashboard platform.
2. Wastewater data will be used solely for public health purposes.

Term:

The collaboration between The City of Pueblo Wastewater Department and Biobot Analytics will commence upon approval from all parties and continue through November 2025, with the option to extend the program beyond this period.

No Legal Effect:

This MOU signifies the commitment of Parties to collaborate effectively in the implementation of the wastewater testing program for the benefit of public health in the Pueblo area. This MOU is not intended to, nor should it be understood to, affect or extend the legal responsibilities of any Party to this MOU, create or change pre-existing legal obligations, nor to create or extend any legal rights to any person or entity not a party to this MOU. This MOU does not affect or modify any authority, powers, duties or obligations under the City Charter, ordinances, Executive Orders, or rules and regulations. The Parties to this MOU agree and acknowledge that this MOU sets forth the intent of the Parties, but is not a legally-binding document, and is not intended to confer remedies on either Party in the event of its breach.



City of Pueblo Wastewater Department

Signature: _____

Name: _____

Title: _____

Biobot Analytics, Inc.

Signature: _____ *Nicholas Durham*

Name: Nicholas Durham

Title: Government Business Director

City of Pueblo Municipal Administration

Signature: _____

Name: _____

Title: _____

Appendix

Program Benefits of Wastewater Monitoring for High Risk Substances

Wastewater monitoring serves as a cost-effective supplement to existing opioid datasets which are often incomplete, can be delayed by weeks to months, and fail to reliably predict surges or changes in consumption. By revealing consumption trends in a community, wastewater data can provide clear decision support on where and how prevention and harm reduction resources are most needed. It also provides an objective baseline for community substance use, enabling the measurement of an abatement program's efficacy in near real-time. Over time, this type of data enables proactive, rather than reactive, decision-making which can ultimately prevent overdoses and save lives.

Because everyone is connected to a sewer system and contributes to the waste stream every day, each of those individuals are represented in this anonymized data set. Everyone has a voice in the sewer. The inclusive nature of this data source engenders an unparalleled level of transparency and accuracy. Whereas the reach of other monitoring projects may be limited to those who interact with the health or justice systems, or those who self-identify in surveys, the scientific foundation of wastewater epidemiology guarantees the same comprehensive program reach throughout the program, regardless of changes in resources, reporting, or local politics.

The inclusive nature of wastewater data can also help engage historically underrepresented communities, since everyone contributes to and is represented in the data. Access to Biobot's results dashboard can be a key asset in engaging leaders of these communities, who can help communicate spikes in substance use with other stakeholders in educational, religious, professional, or other community groups.

Finally, the benefits of wastewater monitoring projects compound over time. As the project generates a greater understanding of wastewater data and community substance use trends, more community stakeholders can be looped in to create more awareness and more inclusive public health strategies, via public forums, social movements, or community workshops. Beyond this year, the data generated during this program can be used to inform the timing for public outreach campaigns based on expected repeating or seasonal surges. This means that health leadership can more precisely identify when community outreach campaigns need to begin and end, ultimately maximizing the available budget.

Data Use Cases

- Read our latest [blog](#) and research paper to explore how this data can help evaluate the efficacy of opioid interventions. For example, our data showed a consistent decrease in fentanyl levels in Kentucky communities following the state's decriminalization of fentanyl test strips.



- [This webinar](#) explains how Marin County, California used Biobot wastewater data to issue public health advisories on the emergence of xylazine and to help organize community feedback groups.
- Participants in our [NIDA-sponsored national monitoring program](#) are using this data to issue community alerts/texts, inform the efficacy of their naloxone distribution efforts, and more.
- Our [case study from Cary, North Carolina](#) shows how wastewater data informed community conversations and public projects that decreased opioid overdoses by 40%.
- Read New Castle County (DE)'s [press release](#) detailing how this data can inform more tailored opioid interventions.
- 'Sewage to Action': another [webinar](#) detailing the uses of wastewater data to complement ODMAP data and inform community interventions in Kansas
- **Visit [Biobot.io/blog](https://biobot.io/blog) or contact support@biobot.io for more information**

Supporting Evidence:

New BLOG: [New Uses of Wastewater Data on High-Risk Substances: Emerging Drug Detection, Overdose Prediction, and Drug Policy Evaluation](#)

- Biobot, Mathematica, Washington/Baltimore HIDTA, 2024
- [Wastewater-based monitoring could help guide responses to the USA opioid epidemic](#)
 - *Nature*, 2023
- [“Waste Not, Want Not” — Leveraging Sewer Systems and Wastewater-Based Epidemiology for Drug Use Trends and Pharmaceutical Monitoring](#)
 - *Journal of Medical Toxicology*, 2021
- [Mapping Community Opioid Exposure Through Wastewater-Based Epidemiology as a Means to Engage Pharmacies in Harm Reduction Efforts](#)
 - *Preventing Chronic Disease*, 2020
- [Rapid Assessment of Opioid Exposure and Treatment in Cities Through Robotic Collection and Chemical Analysis of Wastewater](#)
 - *Journal of Medical Toxicology*, 2020



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 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 JOINT FUNDING AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, TO CONTINUE THE COLLECTION OF HYDROLOGIC DATA ALONG FOUNTAIN CREEK AND THE ARKANSAS RIVER AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Joint Funding Agreement between the City of Pueblo and the U.S. Geologic Survey ("USGS") for the 2025 calendar year, to continue the collection of hydrologic data, including gaging stations and sediment data

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance

BACKGROUND:

Collection of Daily Suspended Sediment

The cost for operation and maintenance of the sediment monitor is shared by the City of Pueblo, Pueblo County, and Southeastern Colorado Water Activity Enterprise. The cost to the City of Pueblo is \$5,503.

Collection of Streamflow Data

The USGS will operate surface-water gages at 07099970 Arkansas River at Moffat Street and 07099973 Arkansas River Tributary above Hwy 227. Real-time data from These sites are also available on the worldwide web. The cost to the City of Pueblo for this program element is \$5,884.

FINANCIAL IMPLICATIONS:

SUMMARY OF CITY OF PUEBLO/USGS COOPERATIVE PROGRAM				
	Surface Water Program Element	City of Pueblo	USGS	Total
1.	Operation and maintenance of daily sediment site at Fountain Creek at Pueblo	\$5,503	\$1,754	\$7,257
2a.	Operation and maintenance of stream gage at 07099970 Arkansas River at Moffat Street	\$2,251	\$863	\$3,114
2b.	Operation and maintenance of stream gage at 07099973 Arkansas River Tributary above Hwy 227	\$3,633		\$3,633
	Totals	\$11,387	\$2,617	14,004

Funds for implementation of this agreement are included in the Wastewater Department's 2025 budget.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

The no-action alternative would jeopardize the continuation of the collection of hydrologic data, including gaging stations and sediment data, along Fountain Creek and the Arkansas River.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. 11-25-24 USGS City of Pueblo Cover Letter
2. 11-25-24 USGS City of Pueblo JFA 2025 BTF

ORDINANCE NO. 10851

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

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

SECTION 1.

The January 1, 2025, Joint Funding Agreement ("Agreement") by and between the City of Pueblo, a Colorado Municipal Corporation, and the U.S. Geological Survey, the United States Department of the Interior, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Funds for this Agreement shall be paid from Sewer User Fees

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 25, 2024.

Final adoption of Ordinance by City Council on December 9, 2024.

DocuSigned by:
Mark Aliff
B7A4F51823AB402...

President of City Council

Action by the Mayor:

- ☒ Approved on 12/11/2024 | 10:02 AM MST.
- ☐ Disapproved on based on the following objections:

Signed by:
Heather Graham
3A85050B7BGA462...

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

DocuSigned by:

7C02EBDFFC3D43C...

City Clerk



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Colorado Water Science Center
Southeast Colorado Office
201 E. 9th Street
Pueblo, CO 81003
(719) 562-2840

October 10, 2024

Ms. Heather Graham
City Mayor
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Dear Ms. Graham:

Enclosed is an original Joint Funding Agreement (JFA) between the City of Pueblo and the U.S. Geological Survey (USGS) for calendar year 2025 to continue the collection of hydrologic data including gaging stations and sediment data, as described in the attachment. The total program is \$14,004 which includes \$11,387 from the City of Pueblo, and \$2,617 provided by USGS Cooperative Matching Funds (CMF) as listed in the table below:

City of Pueblo	USGS Cooperative Matching Funds	Total
\$11,387	\$2,617	\$14,004

Work performed with funds from this agreement will be conducted on a fixed-price basis. The results of all work under this agreement will be available for publication by the U.S. Geological Survey. If this program is satisfactory, please sign and return to Meghan Patterson at mpatterson@usgs.gov and Krystal Brown at kbrown@usgs.gov.

USGS policy requires us to obtain approval from our Regional Director to conduct work without a signed agreement. To assist us in complying with this policy, we request that you return the signed agreement by December 31, 2024. We appreciate whatever special effort you and others in your organization will make to respond to this request. If you have questions or concerns with this agreement please contact me at 719-250-0096 or Meghan Patterson at 720-456-5081.

Sincerely,

Krystal Brown
Supervisory Hydrologic Technician

Proposed Program for Calendar Year 2025

1. Collection of Daily Suspended Sediment

Fountain Creek is a major source of sediment to the Arkansas River. Channel aggradation of Fountain Creek and the Arkansas River downstream from Fountain Creek decreases the conveyance capacity of the river. Aggradation of the channel can also affect water levels in the alluvial aquifer of the Arkansas River valley. These data provide managers a means of assessing success of efforts to mitigate and reduce sediment transport.

An automatic suspended sediment sampler at the gage is activated by the satellite data collection platform. Samples are collected on a timed basis with extra samples collected on rises to define the suspended sediment concentration. The sampler is calibrated periodically by the field person who collects field samples using a hand sampler. The sampler will be operated from March to October and daily suspended sediment load will be computed.

During 2025, construction is expected to occur at the gage 07106500 Fountain Creek at Pueblo. During construction, the sediment location will be temporarily relocated approximately one mile downstream at the temporary streamgage 07106510 Fountain Creek at 8th St. at Pueblo, CO.

The cost for operation and maintenance of the sediment monitor is shared by City of Pueblo, Pueblo County, and Southeastern Colorado Water Activity Enterprise. The cost to the City of Pueblo is \$5,503.

2. Collection of Streamflow Data

The USGS will operate surface-water gages at 07099970 Arkansas River at Moffat Street and 07099973 Arkansas River Tributary above Hwy 227. Real-time data from these sites are also available on the world-wide web at <http://water.usgs.gov/nwis>. Total cost to the City of Pueblo for this program element is \$5,884.

SUMMARY OF CITY OF PUEBLO/USGS COOPERATIVE PROGRAM

	Program Element	City of Pueblo	USGS	Total	Surface-water Prioritization ¹
1.	Operation and maintenance of daily sediment site at Fountain Creek at Pueblo ²	\$5,503	\$1,754	\$7,257	--
2a.	Operation and maintenance of stream gage at 07099970 Arkansas River at Moffat Street ³	\$2,251	\$863	\$3,114	MEDIUM
2b.	Operation and maintenance of stream gage at 07099973 Arkansas River Tributary above Hwy 227. ³	\$3,633	--	\$3,633	VERY LOW
	Totals	\$11,387	\$2,617	\$14,004	

¹Surface-water prioritization USGS match percentage: Medium=27.7%. Very Low receives no Cooperative Matching Funds.

²Operation and maintenance shared equally by two other cooperators under separate agreements; Southeastern Colorado Water Activity Enterprise and Pueblo County.

³Operation and maintenance shared equally by six other cooperators under separate agreements; St. Charles Mesa Water District, Pueblo Board of Water Works, City of Aurora, Southeastern Colorado Water Activity Enterprise, Colorado Springs Utilities, and the City of Fountain.

⁴Operation and maintenance shared equally by five other cooperators under separate agreements: Pueblo Board of Water Works, City of Fountain, City of Aurora, Colorado Springs Utilities, and Southeastern Colorado Water Activity Enterprise.

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR WATER RESOURCES INVESTIGATIONS

Customer No: 6000001058
Agreement No: 25REJFACO 208
Project No:
TIN #: 846000615

Fixed Cost
Agreement

☒ Yes ☐ No

THIS AGREEMENT is entered into as of the **1st day of January, 2025** by the U.S. GEOLOGICAL SURVEY, Colorado Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **City of Pueblo**, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations , **collection of hydrologic data including gaging stations and sediment data**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program.
2(b) includes In-Kind Services in the amount of **\$0.00**.
 - (a) **\$2,617.00** by the party of the first part during the period
January 1, 2025 to December 31, 2025
 - (b) **\$11,387.00** by the party of the second part during the period
January 1, 2025 to December 31, 2025
 - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:
\$0.00 Description of USGS regional/national program: **NA**
 - (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
 - (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the scope of work are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).
9. Billing for this agreement will be rendered **semi-annually (in September and December)**. Invoices not paid within 60 days from date of bill will bear Interest, Penalties, and Administrative costs as the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. 3717) established by the U.S. Treasury.

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR WATER RESOURCES INVESTIGATIONS**

Customer No: 6000001058
Agreement No: 25REJFACO 208
Project No:
TIN #: 846000615
Fixed Cost Agreement ☒ Yes ☐ No

USGS Technical Point of Contact

Name: Krystal Brown
Title: Supervisory Hydrologic Technician
Address: 201 E. 9th St.
City/State/Zip: Pueblo, CO 81003
Telephone: 719-562-2841
Fax: 719-544-2463
Email: kbrown@usgs.gov

Customer Technical Point of Contact

Name: Andra Ahrens
Title: Interim Wastewater Director
Address: 1300 South Queens Avenue
City/State/Zip: Pueblo, CO 81001
Telephone: 719-553-2896
Fax:
Email: aahrens@pueblo.us

USGS Billing Point of Contact

Name: Meghan Patterson
Title: Budget Analyst
Address: Denver Federal Center, MS-415, Building 53
City/State/Zip: Lakewood, CO 80225
Telephone: 720-456-5081
Fax: 303-236-4912
Email: mpatterson@usgs.gov

Customer Billing Point of Contact

Name: Heather Graham
Title: City Mayor
Address: City of Pueblo, 1 City Hall Place
City/State/Zip: Pueblo, CO 81003
Telephone: 719-553-2655
Fax:
Email: HGraham@pueblo.us

U.S. Geological Survey
United States
Department of Interior

City of Pueblo

SIGNATURE

By: **BRANDON FORBES**  Digitally signed by BRANDON FORBES
Date: 2024.10.17 16:55:01 -06'00' Date: _____
Name: (acting for) Matthew Ely
Title: Director, CWSC/USGS

SIGNATURES

By: _____ Date: _____
Name: Heather Graham
Title: City Mayor



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE PROVIDING FOR THE CITY OF PUEBLO DEPARTMENTAL AUTHORIZED PERSONNEL POSITIONS FOR THE FISCAL YEAR 2025.

SUMMARY:

This Ordinance reflects the authorized departmental staffing for Fiscal Year 2025.

PREVIOUS COUNCIL ACTION:

On December 11, 2023, Ordinance No. 10613 was approved by City Council. The Ordinance provided authorized staffing for Fiscal Year 2024.

BACKGROUND:

This Ordinance reflects the authorized departmental staffing total of 848 full-time equivalent (FTE) employees for 2025. In total, this is a reduction of 11 FTE’s compared to 2024 staffing levels.

The staffing ordinance reflects the following new FTEs added to the 2025 budget that were not previously authorized in staffing. The new position in Finance will focus on economic development accounting activities and the six new positions represent the final phase of staffing for the new Fire Station 11.

<u>Classification</u>	<u>Department</u>	<u>Funding Source</u>
1. Accountant II	Finance	Econ Dev. 413
2. Fire Captain	Fire	General Fund
3. Fire Captain	Fire	General Fund
4. Fire Captain	Fire	General Fund
5. Emergency Medical Officer	Fire	General Fund
6. Emergency Medical Officer	Fire	General Fund
7. Emergency Medical Officer	Fire	General Fund

There were also several changes to better reflect the level of responsibilities and duties being performed through retitling, reclassifying, or converting positions. Changes will become effective January 1, 2025, if this ordinance is passed. These represent changes in classification or title only, not new additional positions or staff.

Title	Action	Department
1. HR Analyst I	Reclass to HR Analyst II	HR
2. Legal Support Assistant	Reclass to Paralegal	Law
3. Assistant City Attorney III	Reclass to Sr. Assistant City Atty	Law
4. Secretary to the Mayor	Reclass to Executive Assistant	Mayor
5. Administrative Assistant	Reclass to Executive Assistant	Mayor
6. Community Service Coord.	Reclass to Community Services Supervisor	Muni. Court
7. Land Use Technician	Reclass to Land Use Technician II	Planning
8. Program Coord. -Housing	Reclass to Housing & Comm Dev. Spec.	Planning
9. Purchasing Contract Coord.	Reclass to Purchasing Contract Admin.	Purchasing
10. Survey Party Chief (vacant)	Convert to Sr. Facilities Maint. Tech	Public Works

The following funded but vacant positions will be abolished from authorized staffing for 2025.

Abolished Position	Current Funded Status
1. Equipment Operator II	Unfunded
2. Equipment Operator II	Unfunded
3. Equipment Operator I	Unfunded
4. Equipment Operator I	Unfunded
5. Equipment Operator I	Unfunded
6. Equipment Operator I	Unfunded
7. Ice Arena Manager	Unfunded
8. Licensing Coordinator	Funded
9. Office Assistant	Unfunded
10. Parking Enforcer	Unfunded
11. Parks Manager	Unfunded
12. Senior Planner	Funded
13. Senior Planner	Funded
14. Sr. Traffic Signal Technician	Unfunded
15. Sr. Traffic Signal Technician	Unfunded
16. Surveyor	Funded
17. Traffic Control Utility Worker II	Funded
18. Utility Worker/Parks Caretaker	Unfunded

The following positions are included in the authorized staffing numbers for 2025, but do not have funding associated with them.

Vacant/Unfunded

1. Assistant Director/Info Technology
2. Deputy Mayor

3. Director of Planning
4. Director Stormwater
5. Police Deputy Chief
6. Sr. Planner

FINANCIAL IMPLICATIONS:

The costs associated with the staffing levels included in this Ordinance have been authorized and approved in the 2025 Budget as approved by ordinance on November 25, 2024.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

There are no alternatives to this Ordinance. If this Staffing Ordinance does not receive approval by City Council, there will not be an accurate staffing count available to City Administration and Department Heads.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. DRAFT_2025 Staffing_BACKGROUND ONLY
2. DRAFT_20205_Staffing_ORDINANCE ONLY

ORDINANCE NO. 10852

AN ORDINANCE PROVIDING FOR THE CITY OF PUEBLO
DEPARTMENTAL AUTHORIZED PERSONNEL POSITIONS FOR
THE FISCAL YEAR 2025.

WHEREAS, the Mayor has determined that the following staffing plan for the City Departments best meets the needs of the City; and

WHEREAS, the City Financial Plan (Budget) authorizes the positions as included in the staffing plan; NOW, THEREFORE,

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

SECTION 1.

The following positions shall be authorized for FY 2025:

<u>City Council</u>	
City Council President	1
City Council Member	6
Administrative Assistant	1
Total	8
<u>Mayor's Office</u>	
Mayor	1
Chief of Staff	1
Deputy Mayor	1
Director/Just Transitions Program	1
Director/Public Affairs	1
Grant & Resource Development Administrator	1
Grant Coordinator/Financial Empowerment	1
Marketing & Social Media Specialist	1
Non-Profit Compliance Coordinator	1
Executive Assistant	2
Total	11
<u>City Clerk</u>	
City Clerk	1
Deputy City Clerk	1
Licensing Coordinator	1
Municipal Records & Technical Coordinator	1
Senior Office Assistant	1
Total	5

Civil Service

Civil Service Administrator	1
Civil Service Commissioner	3
Civil Service Analyst	1
Marketing and Recruiting Specialist	1
Total	6

Finance

Director of Finance	1
Accountant I	2
Accountant II	5
Accounting Manager	1
Accounting Technician II	2
Accounting Technician IV	4
Administration Technician	1
Assistant Accounting Manager	1
Budget Analyst	1
Grants Analyst	1
Payroll Coordinator	1
Senior Tax Auditor	1
Tax Audit Manager	1
Tax Auditor I	3
Tax Auditor II	2
Tax Compliance Technician	2
Total	29

Fire

Fire Chief	1
Deputy Fire Chief	2
Assistant Fire Chief	6
Fire Captain	36
Fire Lieutenant	6
Emergency Medical Officer	34
Fire Engineer	36
Fire Inspector	3
Firefighter	36
Administrative Technician	1
Community Risk Reduction Coordinator	1
Community Outreach Specialist	1
Senior Office Assistant	1
Total	164

Fleet Maintenance

Fleet Superintendent	1
Shops Supervisor	1
Fleet Mechanic	6
Fleet Service Writer	1
Parts Clerk	2
Senior Office Assistant	1
Total	12

Human Resources

Director of Human Resources	1
Assistant Director/Human Resources	1
Administrative Technician	1
HR Analyst I	1
HR Analyst II	2
Senior HR Analyst	1
Total	7

Information Technology

Director of Information Technology	1
Assistant Director of Information Technology	1
Business Systems Analyst	2
Sr. Network Communications Specialist	1
GIS Specialist I	1
Media Systems Administrator	1
Media Systems Specialist	1
PC Network Technician	2
Network Communications Specialist II	3
Senior GIS Administrator	1
Senior Integration Administrator	1
Senior Media Systems Administrator	1
Senior Network Administrator	1
Senior PC Network Technician	1
Senior Security Administrator	1
Senior System Administrator	1
System Administrator	1
Total	21

Law Department

City Attorney	1
Deputy City Attorney	2
Assistant City Attorney I/II/III	3
Sr. Assistant City Attorney	1
Paralegal	1
Legal Assistant	1
Total	9

Memorial Airport

Director of Aviation	1
Administrative Technician	1
Airport Operations/Maintenance Supervisor	1
Airport Operations/Maintenance Worker/Airport	8
Operations/Maintenance Specialist	
Aviation Security/Contracts Coordinator	1
Senior Airport Operations/Maintenance Specialist	2
Total	14

Municipal Court

Municipal Court Judge	1
Court Administrator	1
Community Services Supervisor	1
Community Service Specialist	1
Court Marshal	1
Court Technician II	1
Lead Court Technician	2
Court Technician	5
Probation Officer	2
Total	15

Parking

Parking Enforcer	1
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Total	1
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Parks and Recreation

Director of Parks	1
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Assistant Director of Parks and Recreation	1
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Administrative Technician	1
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Equipment Operator IV	1
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Gardener	1
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Horticulture Specialist	1
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Mason	1
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Office Assistant/Parks & Rec Tech	1
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Outdoor Recreation Administrator	1
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Park Caretaker II	2
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Park Caretaker II - Irrigation	5
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Park Caretaker II-Playground Inspector	1
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Park Ranger	2
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Parks Area Crew Leader	2
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Parks Maintenance Mechanic	4
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Parks Senior Mechanic / Welder	1
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Parks Supervisor	1
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Program Coordinator – Aquatics	1
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Program Coordinator – El Centro Del Quinto Sol	1
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Program Coordinator – Forestry	1
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Program Coordinator - Ice Arena	1
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Program Coordinator – Marketing	1
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Program Coordinator – Park Ranger	1
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Program Coordinator – Sports	1
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Recreation Supervisor	1
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Senior Office Assistant	1
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Trash Removal Coordinator	1
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Utility Worker / Park Caretaker I	10
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Total	47
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Planning & Community Development

Director of Planning & Community Development	1
Assistant Mayor/Community Investment	1
Administrative Technician	2
CDBG/HOME & Housing Administrator	1
Community Development Specialist	1
Housing/Community Development Coordinator II	1
Housing & Community Development Specialist	1
Land Use Technician II	1
Land Use Technician	1
MPO Manager	1
Planner	4
Principal Planner	1
Senior Office Assistant	1
Senior Planner	2
Transportation Planning Technician	1
Total	20

Police

Police Chief	1
Police Deputy Chief	3
Police Captain	8
Police Sergeant	25
Police Corporal	55
Police Patrol Officer	115
Abandoned Vehicle Coordinator	1
Abatement Worker	2
Administrative Technician	2
Building Custodian	1
Code Enforcement Manager	1
Code Enforcement Officer	9
Community Initiative to Reduce Violence (CIRV) Program Manager	1
Community Service Officer	6
Crime Analyst	1
Dispatch Manager	1
Dispatch Training Coordinator	1
Emergency Services Dispatcher	24
Emergency Services Dispatcher Supervisor	3
Office Assistant/ Police Records Technician	10
Office Assistant/Investigations Technician	1
Office Assistant/Police Services Technician	1
Office Assistant/Property & Evidence Technician	3
PD Community Engagement Manager	1
Police Payroll Technician	2
Police Records Manager	1
Real Time Crime Center Technician	4
Senior Office Assistant	8
Social Media Specialist	1
Total	292

Police-Safety Tax

Police Sergeant	4
Police Patrol Officer	20
Total	24

Public Works – Engineering

Director of Public Works	1
Deputy Director Public Works	1
Administrative Technician	2
Associate Engineer I	3
Associate Engineer II	2
Associate Field Engineer	3
Civil Engineer/Public Works	1
Construction Manager	1
Construction Inspector	4
Engineering Manager	1
Public Works Asset Coordinator	1
Public Works Projects Coordinator	1
Total	21

Public Works - Public Buildings

Facilities Maintenance Superintendent	1
Carpenter	2
Electrician	1
HVAC Technician	2
Painter	2
Plumber	1
Senior Facilities Maintenance Technician	2
Total	11

Public Works - Solid Waste

Solid Waste Coordinator	1
Utility Worker/Equipment Operator I	1
Total	2

Public Works - Street Cleaning

Sweeper Operator	4
Total	4

Public Works - Streets Division

Area Crew Leader	2
Equipment Operator II	3
Equipment Operator IV	6
Street Maintenance Supervisor	1
Streets Maintenance Mechanic	1
Utility Worker / Equipment Operator I	7
Total	20

Public Works - Traffic Control

Traffic Control Supervisor	1
Traffic Control Utility Worker II	1
Traffic Control Utility Worker III	1
Traffic Signal Technician	3
Traffic Signs & Marking Specialist	2
Total	8

Public Works - Transportation

Traffic Engineer	1
Administrative Technician	1
Civil Engineer/Transportation	1
Traffic Engineer Analyst	1
Total	4

Purchasing

Director of Purchasing	1
Purchasing/Contracts Administrator	2
Purchasing Specialist	1
Total	4

Stormwater

Director of Stormwater	1
Administrative Technician	1
Associate Engineer I Stormwater	2
Associate Engineer II Stormwater	1
Civil Engineer/ Drainage	2
Equipment Operator II	4
Equipment Operator IV	3
GPS Technician	1
Inspector/Stormwater	1
MS4 Permit Coordinator	1
Permit Compliance <u>Specialist</u> - SW	1
Stormwater Coordinator	1
Stormwater Crew Leader	1
Stormwater Engineering Manager	1
Stormwater Utility Maintenance Supervisor	1
Utility Locate Technician	1
Utility Worker/Equipment Operator I	4
Total	27

Wastewater Administration

Director of Wastewater	1
Accountant II	1
Regulatory Compliance Specialist	1
WW Compliance Officer	1
Administrative Technician	1
Total	5

Wastewater – Collection

WW Collection Supervisor	1
WW Utility Worker/WW Utility Worker I/ WW Utility Worker II/WW Utility Worker III/ WW Utility Worker IV	16
Total	17

Wastewater – Engineering

Associate Field Engineer	1
Civil Engineer – Wastewater	2
Inspector/WW	1
WW Data Technician	1
WW Data Technician II	1
WW Engineering Manager	1
Total	7

Wastewater- Pre-Treatment

Pretreatment Manager	1
Permit Compliance Specialist - WW	1
Pretreatment Compliance Technician	1
Total	3

Wastewater-Treatment Plant

Assistant WWTP Superintendent	1
Lab Analyst II	1
Lab Analyst III	2
Laboratory Pretreatment Specialist	2
SCADA Administrator	1
Senior Office Assistant	1
Senior WWTP Maintenance Mechanic	2
Wastewater Operator A	5
WRF Worker/WRF Worker I/WRF Worker II/WW Operator B	7
WW Instrument & Controls Specialist	1
WW Maintenance Coordinator	1
WW Maintenance Supervisor	1
WWTP Inventory Control Specialist	1
WWTP Lab Supervisor	1
WWTP Maintenance Mechanic	2
WWTP Superintendent	1
Total	30

GRAND TOTAL	848
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SECTION 2.

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

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2024 Budget with respect to the number and allocation of positions within Departments and shall become effective January 1, 2025.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 25, 2024.

Final adoption of Ordinance by City Council on December 9, 2024.

DocuSigned by:
Mark Duff
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President of City Council

Action by the Mayor:

☒ Approved on 12/11/2024 | 10:02 AM MST.

☐ Disapproved on _____ based on the following objections:

Signed 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...
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City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE AMENDING SECTIONS 6-5-16 AND 6-5-18 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE CLASSIFICATION AND PAY PLAN FOR FISCAL YEAR 2025

SUMMARY:

This Ordinance amends the current classification and pay plan to reflect 2025 wages for classified General Service, Fire, Police, Management, and unclassified Appointed classifications to include the increase in the minimum wage for part-time positions resulting from the State minimum wage increase, effective January 1, 2025.

PREVIOUS COUNCIL ACTION:

On December 11, 2023, Ordinance No.10614 was approved by City Council. This Ordinance provided the classification and pay plan for fiscal year 2024.

BACKGROUND:

Section 8-8 of the City Charter titled Pay Schedule requires that the Personnel (Human Resources) Director provide a uniformed schedule of pay for the classified service, approved by the Mayor, and submitted to City Council. The 2025 wages have been determined by Collective Bargaining Agreements between the City of Pueblo and the Pueblo Association of Government Employees (General Service), International Association of Firefighters Local #3 (Fire) and International Brotherhood of Police Officers #537 (Police) and are reflected within the Pay Schedule.

The following wage increases will take effect January 1, 2025, by employee group, if this ordinance is approved:

Fire – International Association of Firefighter Local #3 – 7% increase for all steps of all ranks. Step increases within the range of Firefighter, as applicable, based on seniority will occur in 2025 as scheduled.

Police - International Brotherhood of Police Officers #537 (Police) –7% increase for all steps of the rank of Police Patrol Officer and Police Corporal. A 10% increase will be applied to all steps of the rank

of Police Sergeant. Step increases within the range based on seniority will occur in 2025 as scheduled.

General Service – Pueblo Association of Government Employees –2.8% increase for all steps of all classifications. Step increases within the range based on seniority will occur in 2025 as scheduled.

Management and Appointed - 2.8% increase for all merit rates within the ranges, in general, for management and appointed positions. Due to larger increases in the sworn Police and Fire ranks, sworn Appointed and Class B Management ranks salary scales were increase commensurate with sworn line increases.

Unclassified Temporary and Seasonal Staff - Section 6-5-18 sets forth the minimum rate of pay of unclassified part-time positions of the City and is updated to reflect the change in pay rate for 2025. The City of Pueblo follows Federal minimum wage guidelines and/or the State of Colorado minimum wage, whichever is greater. The Colorado Minimum Wage is scheduled to increase from \$14.42 per hour to \$14.81 per hour effective January 1, 2025.

FINANCIAL IMPLICATIONS:

The salary schedules and related wage increases in this Ordinance were considered in the 2025 Budget and were approved by City Council on November 25, 2024.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

There are no alternatives to this Ordinance. Section 8-8 of the City Charter requires that the Personnel (Human Resources) Director provide a uniform schedule of pay approved by the Mayor and City Council and must comply with applicable minimum wage laws. The uniformed schedule of pay must be posted for all current and future City employees to view and is a public record.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. FINAL SALARY ORDINANCE 2025_ORD ONLY

ORDINANCE NO. 10853

AN ORDINANCE AMENDING SECTIONS 6-5-16 AND 6-5-18 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE CLASSIFICATION AND PAY PLAN FOR FISCAL YEAR 2025

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscore indicates matter being added)

SECTION 1.

Section 6-5-16 of Chapter 5, of Title VI, of the Pueblo Municipal Code is hereby repealed in its entirety and re-enacted as follows:

6-5-16. Schedule, classification, work week and monthly salary.

The following shall constitute:

- A. The classification and pay range for all bargaining unit employees of the City effective January 1, 2025;
- B. The classification and pay range for all non-bargaining unit employees of the City effective January 1, 2025;
- C. The pay range for all unclassified employees of the City effective January 1, 2025.

**[CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – GENERAL SERVICE (NON-EXEMPT)
2024**

<i>Class Title</i>	<i>Entrance</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>	<i>Step 10</i>
(A) GENERAL SERVICE										
Abandoned Vehicle Coordinator	3971.53	4073.78	4275.49	4480.39	4580.95	4630.33	4696.29	4757.07	4822.81	4981.49
Abatement Worker	3388.99	3444.65	3501.77	3588.18	3762.50	3932.38	4018.79	4062.72	4115.48	4258.99
Accountant I	6012.16	6160.11	6453.04	6748.88	6893.87	6970.06	7060.84	7153.11	7243.92	7468.48
Accounting Technician II	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
Accounting Technician III	3900.17	3996.38	4187.12	4381.30	4474.15	4768.43	4878.88	5008.08	5137.25	5489.56
Accounting Technician IV	4153.22	4255.08	4463.83	4670.89	4776.04	4999.59	5066.16	5224.35	5293.78	5683.89
Administrative Technician	4153.22	4255.08	4463.83	4670.89	4776.04	4999.59	5066.16	5224.35	5293.78	5683.89
Airport Ops/Maintenance Specialist	4146.21	4256.00	4369.09	4485.56	4605.53	4729.10	4856.37	4987.47	5122.50	5297.18
Airport Ops/Maintenance Worker	3501.77	3592.23	3681.23	3860.77	4035.75	4124.76	4169.99	4224.35	4281.63	4371.55
Area Crew Leader	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6348.14
Associate Engineer I	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
Associate Engineer II	5003.02	5133.37	5392.63	5656.26	5786.60	5852.49	5931.62	6015.10	6097.13	6296.11
Associate Engineer II - SW	5003.02	5133.37	5392.63	5656.26	5786.60	5852.49	5931.62	6015.10	6097.13	6296.11
Associate Engineer II- WW	5003.02	5133.37	5392.63	5656.26	5786.60	5852.49	5931.62	6015.10	6097.13	6296.11
Associate Field Engineer	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6185.06
Auto Mechanic	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6348.14
Aviation Operations Technician	3712.68	3803.46	3989.49	4174.04	4267.78	4387.45	4445.71	4503.96	4563.66	4899.87
Aviation Security/Contracts Coordinator	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Building Custodian	2710.68	2799.79	2888.93	2978.08	3067.22	3156.37	3245.50	3334.61	3423.75	3560.36
Business Systems Analyst	4875.75	5057.14	5238.49	5419.82	5601.18	5782.54	5963.91	6145.27	6326.62	6543.59
Carpenter	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Civil Service Analyst	4477.23	4592.91	4821.40	5052.81	5167.07	5225.66	5297.43	5369.18	5440.96	5620.04

Civil Service Technician	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
Code Enforcement Officer	3837.15	3935.31	4125.69	4320.48	4417.15	4465.49	4525.54	4585.59	4645.63	4799.86
Community Development Specialist	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Community Risk Reduction Coordinator	3971.53	4073.78	4275.49	4480.39	4580.95	4630.33	4696.29	4757.07	4822.81	4981.49
Community Service Coordinator	4852.17	4975.20	5227.13	5480.51	5605.00	5749.72	5831.58	5910.44	5993.80	6185.07
Community Service Officer	4229.68	4338.58	4553.40	4771.62	4878.71	4931.30	5001.54	5066.28	5136.30	5305.29
Community Outreach Specialist	3837.15	3935.31	4125.69	4320.48	4417.15	4465.49	4525.54	4585.59	4645.63	4799.86
Community Service Specialist	3451.48	3536.62	3705.42	3877.25	3959.42	4075.58	4169.98	4280.41	4390.81	4536.82
Court Marshal	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5765.72
Court Technician	3404.38	3474.60	3650.78	3860.09	3939.46	3989.96	4063.72	4133.21	4213.80	4357.18
Court Technician II	3574.60	3648.33	3833.32	4053.10	4136.43	4189.45	4266.91	4339.87	4424.49	4575.04
Dispatch Training Coordinator	4468.07	4612.06	4756.05	4900.07	5044.09	5339.19	5487.41	5635.62	5783.80	6082.38
Electrician	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Emergency Services Dispatch Supervisor	5540.36	5715.67	5890.96	6066.23	6241.52	6591.81	6771.89	6951.94	7132.02	7449.92
Emergency Services Dispatcher	4101.37	4245.36	4389.35	4533.38	4677.39	4961.81	5110.03	5258.24	5406.42	5697.89
Equipment Operator I	3501.77	3588.18	3762.50	3932.38	4018.79	4062.72	4115.48	4171.10	4223.82	4367.45
Equipment Operator II	3690.71	3781.52	3966.04	4150.60	4285.31	4329.68	4387.38	4446.56	4505.71	5004.70
Equipment Operator IV	4217.88	4323.94	4539.05	4754.21	4934.67	4989.26	5054.48	5100.46	5166.89	5734.72
Fire Support Technician	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
Fleet Service Writer	3394.85	3478.31	3643.83	3812.28	3892.84	3941.15	3988.03	4047.80	4141.02	4269.86
Gardener	3875.24	3973.37	4167.08	4362.96	4505.71	4572.38	4634.82	4697.26	4758.20	5281.80
GIS Specialist I	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
GPS Technician	3908.94	4007.06	4203.32	4399.60	4497.71	4547.49	4607.58	4672.04	4732.08	4890.70
Horticultural Specialist	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6348.14
Housing/Comm. Dev. Coordinator II	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
HR Records Technician	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
HVAC Technician	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Inspector/Construction	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
Inspector/Stormwater	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
Inspector/Streets	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
Inspector /Wastewater	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
Lab Analyst	4717.43	4838.98	5083.57	5329.63	5449.73	5511.27	5588.85	5663.59	5739.75	5929.10
Lab Analyst II	5003.02	5133.37	5392.63	5656.26	5786.60	5852.49	5931.62	6015.10	6097.13	6296.11
Lab Analyst III	5558.12	5706.32	6000.46	6294.85	6440.10	6515.99	6606.83	6699.07	6789.87	7007.84
Lab Pretreatment Specialist	4717.43	4838.98	5083.57	5329.63	5449.73	5511.27	5588.85	5663.59	5739.75	5929.10
Land Use Technician	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.31	5224.35	5293.78	5683.89
Law Department Technician	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
Lead Code Enforcement Officer	4229.68	4338.58	4553.40	4771.62	4878.71	4931.66	5001.54	5066.28	5136.30	5305.29
Lead Court Technician	4153.22	4255.08	4463.83	4670.89	4776.04	4999.59	5066.16	5224.35	5293.78	5683.89
Legal Support Assistant	4153.22	4255.08	4463.83	4670.89	4776.04	4999.59	5066.16	5224.35	5293.78	5683.89
Licensing Coordinator	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.31	5224.35	5293.78	5683.89
Marketing and Recruitment Specialist	4875.75	5057.14	5238.49	5419.82	5601.18	5782.54	5963.91	6145.27	6326.62	6543.59
Marketing and Social Media Specialist	4875.75	5057.14	5238.49	5419.82	5601.18	5782.54	5963.91	6145.27	6326.62	6543.59
Mason	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Media Systems Administrator	4875.75	5057.14	5238.49	5419.82	5601.18	5782.54	5963.91	6145.27	6326.62	6543.59
Media Systems Specialist	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Municipal Records Tech/Coordinator	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Office Assistant	3119.85	3193.02	3343.80	3496.10	3569.25	3608.09	3655.87	3700.67	3748.43	3877.15
Painter	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Parks Area Crew Leader	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6348.14
Park Caretaker I	3501.77	3588.18	3762.50	3932.38	4018.79	4062.72	4115.48	4171.10	4223.82	4367.45
Park Caretaker II	3690.71	3781.52	3966.04	4150.60	4285.31	4329.68	4387.38	4446.56	4505.71	5004.70

Park Caretaker II - Irrigation	3875.24	3973.37	4167.08	4362.96	4505.71	4572.38	4634.82	4697.26	4758.20	5281.80
Park Caretaker II - Playground	3875.24	3973.37	4167.08	4362.96	4505.71	4572.38	4634.82	4697.26	4758.20	5281.80
Park Ranger	3837.15	3935.31	4125.69	4320.48	4417.15	4465.49	4525.54	4585.59	4645.63	4799.86
Parking Enforcer	3394.85	3478.31	3643.83	3812.28	3892.84	3941.15	3988.03	4039.30	4090.58	4232.25
Parks & Rec Technician	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
Parks Maintenance Mechanic	4217.88	4323.94	4539.05	4754.21	4910.37	4964.69	5029.58	5100.46	5166.89	5734.72
Parks Senior Mechanic/Welder	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	6223.67
Parts Clerk	3394.85	3478.31	3643.83	3812.28	3892.84	3941.15	3988.03	4047.80	4141.02	4269.86
Payroll Coordinator	4813.02	4937.38	5183.00	5431.77	5554.60	5617.58	5694.74	5771.87	5849.04	6294.45
PC Network Technician	4058.87	4185.86	4312.83	4439.82	4566.80	4693.79	4820.76	4947.77	5074.77	5237.33
PD Investigations Technician	3404.38	3474.60	3650.78	3860.09	3939.46	3989.96	4063.72	4133.21	4213.80	4357.18
PD Records Technician	3404.38	3474.60	3650.78	3860.09	3939.46	3989.96	4063.72	4133.21	4213.80	4357.18
Permit Compliance Specialist - SW	5558.12	5706.31	6000.45	6294.85	6440.11	6515.99	6606.83	6699.07	6789.87	7007.85
Permit Compliance Specialist - WW	5558.12	5706.31	6000.45	6294.85	6440.11	6515.99	6606.83	6699.07	6789.87	7007.85
Planner	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Plumber	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Police Payroll Technician	4153.22	4255.08	4463.83	4670.89	4776.04	4999.59	5066.16	5224.35	5293.78	5683.89
Police Services Technician	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
Pretreatment Compliance Technician	5003.02	5133.37	5392.63	5656.26	5786.60	5852.49	5931.62	6015.10	6097.13	6296.11
Probation Officer	5367.18	5506.59	5795.30	6062.71	6203.76	6271.04	6359.63	6446.51	6531.87	6748.77
Program Coordinator - Aquatics	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - El Centro Del Quinto Sol	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - Forestry	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - Horticulture	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - Housing	4229.68	4338.58	4553.40	4771.62	4878.71	4931.30	5001.54	5066.28	5136.30	5305.29
Program Coordinator - Ice Arena	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - Marketing	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - Park Ranger	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - Sports	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Property/Evidence Technician	3404.38	3474.60	3650.78	3860.09	3939.46	3989.96	4063.72	4133.21	4213.80	4357.18
Purchasing/Contract Coordinator	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Purchasing Specialist	3775.66	3868.26	4058.03	4246.27	4341.86	4463.92	4523.35	4582.76	4643.66	4985.87
Public Works Asset Coordinator	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Public Works Projects Coordinator	6042.39	6201.34	6521.00	6840.92	6998.79	7081.27	7179.98	7280.21	7378.90	7615.77
Radio Technician	3875.24	3973.37	4166.72	4362.96	4461.10	4527.10	4588.93	4650.77	4711.09	4868.01
Radio Technician II	4456.47	4633.81	4811.17	4988.51	5165.88	5343.18	5520.52	5697.91	5875.25	6088.17
Real Time Crime Center Technician	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Social Media Specialist	4875.75	5057.14	5238.49	5419.82	5601.18	5782.54	5963.91	6145.27	6326.62	6543.59
Solid Waste Coordinator	4607.58	4727.62	4966.39	5202.21	5322.32	5382.37	5457.06	5531.77	5605.01	5789.46
Sr. Airport Ops/Main. Specialist	4717.43	4844.36	4975.09	5109.75	5248.44	5391.30	5538.44	5690.00	5846.10	6042.49
Sr. Facilities Maintenance Technician	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Sr. Office Assistant	3900.17	3996.38	4187.12	4381.30	4474.15	4768.43	4878.88	5008.08	5137.25	5489.56
Sr. PC Network Technician	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Sr. Planner	5558.12	5706.32	6000.46	6294.85	6440.10	6515.99	6606.83	6699.07	6789.87	7007.84
Sr. Traffic Signal Technician	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Sr. WWTP Maintenance Mechanic	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Stormwater Crew Leader	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6348.14
Streets Maintenance Mechanic	4217.88	4323.94	4539.05	4754.21	4910.37	4964.69	5029.58	5100.46	5166.89	5734.72
Survey Party Chief	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Survey Party Chief LS	5145.10	5268.12	5520.05	5773.41	5897.94	5960.89	6041.42	6119.07	6201.13	6394.18
Surveyor	3908.94	4007.06	4203.32	4399.60	4497.71	4547.49	4607.58	4672.04	4732.08	4890.70
Sweeper Operator	4033.44	4135.96	4338.08	4543.11	4690.62	4742.40	4808.98	4871.11	4934.72	5480.28
Systems Administrator	4875.75	5057.14	5238.49	5419.82	5601.18	5782.54	5963.91	6145.27	6326.62	6543.59
Tax Auditor	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Tax Auditor II	6012.16	6160.11	6453.04	6748.88	6893.87	6970.06	7060.84	7153.11	7243.92	7468.48
Tax Compliance Technician	4393.70	4524.86	4674.08	4813.35	4952.28	5182.58	5317.44	5544.60	5677.58	6049.93
Traffic Control Utility Worker II	3690.71	3781.52	3966.04	4150.60	4242.88	4286.82	4343.95	4402.53	4461.10	4612.63
Traffic Control Utility Worker III	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Traffic Engineering Analyst	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
Traffic Signal Technician	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Traffic Signs/Markings Specialist	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80

Transportation Planning Technician	3823.97	3920.64	4109.58	4304.39	4398.13	4446.47	4505.05	4566.56	4628.06	4899.87
Trash Removal Coordinator	4717.43	4838.98	5083.57	5329.63	5449.73	5511.27	5588.85	5663.59	5739.75	5929.10
Utility Locate Technician	3690.71	3781.52	3966.04	4150.60	4285.31	4329.68	4387.38	4446.56	4505.71	5004.70
Utility Worker	3388.99	3444.65	3501.77	3588.18	3762.50	3932.38	4018.79	4062.72	4115.48	4258.99
Water Reclamation Worker	3388.99	3444.65	3501.77	3588.18	3762.50	3932.38	4018.79	4062.72	4115.48	4258.99
Water Reclamation Worker I	3690.71	3781.52	3966.04	4150.60	4242.88	4286.82	4343.95	4402.53	4461.10	4612.63
Water Reclamation Worker II	3823.97	3920.64	4109.58	4304.39	4398.13	4446.47	4505.05	4566.56	4628.06	4782.04
WW Compliance Officer	3837.15	3935.31	4125.69	4320.48	4417.15	4465.49	4525.54	4585.59	4645.63	4799.86
WW Data Technician	4477.23	4592.91	4821.40	5052.81	5167.07	5225.66	5297.43	5369.18	5440.96	5620.04
WW Data Technician II	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6185.06
WW Instrument/Control Specialist	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
WW Inventory/Control Specialist	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
WW Maintenance Coordinator	4875.75	5057.14	5238.49	5360.49	5601.18	5782.54	5963.91	6145.27	6326.62	6543.59
WW Operator A	5455.19	5597.60	5668.80	5882.41	6024.82	6167.23	6309.64	6452.04	6594.45	6770.26
WW Operator B	4162.07	4270.72	4484.70	4699.93	4806.84	4860.99	4927.65	4995.80	5063.59	5233.58
WW SCADA Coordinator	5558.12	5706.32	6000.46	6294.85	6440.10	6515.99	6606.83	6699.07	6789.87	7007.84
WW Utility Worker	3388.99	3444.65	3501.77	3588.18	3762.50	3932.38	4018.79	4062.72	4115.48	4258.99
WW Utility Worker I	3676.86	3767.59	3950.62	4129.00	4219.74	4265.85	4321.25	4379.66	4435.02	4585.83
WW Utility Worker II	3912.16	4008.41	4204.01	4440.67	4497.45	4544.03	4604.58	4666.68	4728.76	5304.94
WW Utility Worker III	4436.45	4547.72	4773.38	4999.08	5111.87	5168.32	5235.74	5309.34	5378.32	5557.13
WW Utility Worker IV	4790.64	4914.42	5158.89	5406.51	5528.76	5591.46	5668.25	5745.02	5821.83	6013.45
WWTP Maintenance Mechanic	4146.21	4250.21	4461.10	4672.04	4777.46	4830.21	4893.21	4962.00	5026.47	5193.58

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – FIRE (NON-EXEMPT)
2024

CLASS TITLE						
(A) FIRE						
Assistant Fire Chief *	10856.60					
Emergency Medical Officer *	7961.51					
Fire Captain * ¹	9409.05					
Fire Lieutenant	8685.28					
Fire Engineer* ²	7744.38					
Fire Inspector	8106.26					
CLASS TITLE	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter * ³	5341.50	5783.45	5839.44	6010.87	6126.27	7237.73

* Denotes a 56-Hour Work Week.

¹ Captain (Administration) shall constitute an assignment for Captain and shall have assigned duties primarily relating to administrative functions including training and EMS Coordination. Captain (Administration) shall be a Group A Firefighter. The monthly base pay of the Captain (Administration) shall be the monthly base pay of Captain in the same grade who is a Group B Firefighter plus an additional \$550.

² Fire Engineers who possess and maintain an EMT-I certification or higher with the City shall be paid a monthly stipend of one percent (1%) of their monthly base pay in accordance with the City's usual and customary payroll practices. Fire Engineers hired on or after January 1, 2018 who are required as a condition of their employment as Fire Engineers with the City to possess and maintain an EMT-I Certification or higher pursuant to Section 49.2 of the collective bargaining agreement shall also be eligible for and paid said monthly stipend.

³ Firefighters assigned to Focus Response Unit (FRU) shall be a Group B Firefighter. They shall be allowed to work OT within the FRU classification when approved by the Chief or his/her designee.

CITY OF PUEBLO SALARY SCHEDULE

MONTHLY SALARY SCHEDULE – POLICE (NON-EXEMPT)

2024

<i>CLASS TITLE</i>	<i>Entrance</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>
(A) POLICE								
Police Corporal	7372.98	7372.98	7372.98	7481.05	7481.05	7590.78		
Police Patrol Officer	5955.95	6463.36	6663.62	6767.11	6867.27	6970.81	7069.23	7265.48
Police Sergeant	8464.52	8547.44	8628.50	8713.10	8836.51			

CITY OF PUEBLO SALARY SCHEDULE

MONTHLY SALARY SCHEDULE – CLASS B (EXEMPT)

2024

CLASS TITLE	BASE SALARY	MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)					
(B) Administrative							
Accountant II	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
Accounting Manager	8584.79	8842.30	9107.59	9380.74	9662.19	9952.00	10250.67
Administrative Assistant	5489.68	5676.29	5896.48	6098.16	6299.86	6508.31	6721.76
Airport Ops/Maintenance Supervisor	6221.12	6407.73	6599.98	6797.96	7001.91	7211.96	7428.32
Assistant Accounting Manager	7554.05	7809.51	8107.02	8382.71	8656.71	8939.06	9231.51
Assistant Director/Human Resources	8045.06	8317.13	8633.97	8927.58	9219.39	9520.09	9831.55
Assistant Director/Info Technology	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
Assistant Director/Parks & Recreation	9314.40	9545.10	9781.60	10098.42	10498.92	10915.46	11364.41
Assistant WWTP Superintendent	7554.05	7809.51	8107.02	8382.71	8656.70	8939.06	9231.51
Budget Analyst	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
CDBG/HOME & Housing Administrator	7554.05	7809.51	8107.02	8382.71	8656.70	8939.06	9231.51
Civil Engineer Drainage	7111.97	7330.29	7722.07	8113.85	8505.64	8897.42	9290.16
Civil Engineer Public Works	7111.97	7330.29	7722.07	8113.85	8505.64	8897.42	9290.16
Civil Engineer Transportation	7111.97	7330.29	7722.07	8113.85	8505.64	8897.42	9290.16
Civil Engineer Wastewater	7111.97	7330.29	7722.07	8113.85	8505.64	8897.42	9290.16
Civil Service Administrator	9142.22	9454.86	9821.26	10155.80	10490.23	10836.53	11194.52
Code Enforcement Manager	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
Communications Supervisor	5690.18	6063.74	6437.32	6810.88	7184.47	7558.05	7931.62
Construction Manager	5612.63	5802.61	6022.81	6226.18	6429.57	6637.96	6854.81
Court Administrator	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
Crime Analyst	5017.86	5215.54	5413.16	5610.84	5808.55	6006.21	6203.84
Deputy City Clerk	5575.66	5762.24	5982.46	6184.13	6385.84	6594.29	6807.74
Deputy Director Public Works	10050.89	10382.56	10735.57	11100.58	11478.00	11868.25	12316.59
Deputy Fire Chief	9755.38	10087.57	10480.02	10836.24	11194.26	11860.82	12185.28
Dispatch Manager	6349.62	6764.98	7180.36	7595.73	8011.08	8426.46	8841.78
Engineering Manager	9458.10	9967.30	10476.49	10985.69	11494.89	12004.09	12513.94
Facilities Maintenance Superintendent	7911.78	8180.79	8500.09	8789.23	9080.03	9379.21	9688.50
Fleet Superintendent	7911.78	8180.79	8500.09	8789.23	9080.03	9379.21	9688.50
Food Project Coordinator	5130.54	5304.94	5510.73	5699.22	5887.72	6082.54	6282.02
Grant & Resource Dev. Administrator	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
Grants Analyst	6780.56	6926.24	7002.78	7093.99	7186.69	7277.93	7503.55
Grant Coordinator/Financial Empowerment	4872.31	5037.93	5233.36	5412.36	5591.38	5776.39	5965.83
HR Analyst I	4865.25	5126.36	5415.27	5712.56	6026.87	6358.21	6707.87
HR Analyst II	5619.36	5920.95	6254.63	6598.01	6961.04	7343.73	7747.60

Ice Arena Manager	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
Landscape Architect	6221.12	6431.23	6674.95	6901.86	7127.11	7357.37	7599.45
Legal Assistant	4835.66	4993.81	5152.31	5310.61	5484.57	5658.93	5833.11
MPO Manager	7554.05	7809.51	8107.02	8382.71	8656.70	8939.06	9231.51
MS4 Permit Coordinator	6221.12	6431.23	6674.95	6901.86	7127.11	7357.37	7599.45
Non-Profit Compliance Coordinator	5619.36	5920.95	6254.63	6598.01	6961.04	7343.73	7747.60
Outdoor Recreation Administrator	5575.66	5762.24	5982.46	6184.13	6385.84	6594.29	6807.74
Parks Manager	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
Parks Supervisor	5575.66	5762.24	5982.46	6184.13	6385.84	6594.29	6807.74
PD Community Engagement Manager	5886.62	6096.86	6307.10	6517.34	6727.58	6937.82	7148.08
Police Captain	8661.92	8959.04	9305.65	9624.00	9942.31	10267.74	10609.06
Police Deputy Chief	10065.46	10408.27	10813.16	11180.76	11550.11	11931.88	12326.14
Police Records Manager	5612.62	5802.61	6022.81	6226.18	6429.57	6637.96	6854.81
Pretreatment Manager	7554.05	7809.51	8107.02	8382.71	8656.70	8939.06	9231.51
Principal Planner	7554.05	7809.51	8107.02	8382.71	8656.70	8939.06	9231.51
Purchasing Contracts Administrator	5612.62	5802.61	6022.81	6226.73	6429.57	6637.96	6993.06
Recreation Supervisor	5575.66	5762.24	5982.46	6184.13	6385.84	6594.29	6807.74
Regulatory Compliance Specialist	7997.76	8266.75	8586.06	8875.20	9165.98	9465.17	9774.47
SCADA Administrator	7554.05	7809.51	8107.02	8382.71	8656.70	8939.06	9231.51
Shops Supervisor	6353.92	6567.37	6819.50	7048.11	7278.40	7515.38	7760.77
Sr. Business Systems Analyst	5690.18	6063.74	6437.32	6810.88	7184.47	7558.05	7931.62
Sr. GIS Administrator	5690.18	6063.74	6437.32	6810.88	7184.47	7558.05	7931.62
Sr. HR Analyst	6630.85	6986.72	7380.47	7785.65	8214.02	8665.61	9142.16
Sr. Integration Administrator	5690.18	6063.74	6437.32	6810.88	7184.47	7558.05	7931.62
Sr. Media Systems Administrator	5690.18	6063.74	6437.32	6810.88	7184.47	7558.05	7931.62
Sr. Network Administrator	5690.18	6063.74	6437.32	6810.88	7184.47	7558.05	7931.62
Sr. Security Administrator	5690.18	6063.74	6437.32	6810.88	7184.47	7558.05	7931.62
Sr. System Administrator	5690.18	6063.74	6437.32	6810.88	7184.47	7558.05	7931.62
Sr. Tax Auditor	7111.97	7350.63	7631.33	7888.55	8145.70	8411.27	8686.96
Stormwater Coordinator	7997.76	8266.75	8586.06	8875.20	9165.98	9465.17	9774.47
Stormwater Engineering Manager	9458.10	9967.30	10476.49	10985.69	11494.89	12004.09	12513.94
Stormwater Utility Maint. Supervisor	6221.12	6431.23	6674.95	6901.86	7127.11	7357.37	7599.45
Streets Maintenance Supervisor	6221.12	6431.23	6674.95	6901.86	7127.11	7357.37	7599.45
Tax Audit Manager	8584.79	8842.29	9107.59	9380.75	9662.20	9952.01	10250.67
Traffic Control Supervisor	6221.12	6431.23	6674.95	6901.86	7127.11	7357.37	7599.45
Traffic Engineer	8652.16	8948.10	9244.03	9539.97	9835.90	10131.83	10427.77
WW Collections Supervisor	6221.12	6431.23	6674.95	6901.86	7127.11	7357.37	7599.45
WW Engineering Manager	9458.10	9967.30	10476.49	10985.69	11494.89	12004.09	12513.94
WWTP Lab Supervisor	7554.05	7809.51	8107.02	8382.71	8656.70	8939.06	9231.51
WW Maintenance Supervisor	7554.05	7809.51	8107.02	8382.71	8656.70	8939.06	9231.51
WWTP Superintendent	8804.61	9102.08	9451.74	9771.10	10090.48	10419.94	10762.83

CITY OF PUEBLO SALARY SCHEDULE

MONTHLY SALARY SCHEDULE – APPOINTED
2024

CLASS TITLE	MONTHLY BASE SALARY	MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)
(C) APPOINTED		
Assistant City Attorney I	6232.73	7790.91
Assistant City Attorney II	7790.92	8742.62
Assistant City Attorney III	8742.71	10699.43
Assistant Mayor/Comm Investment	8387.52	10802.14
City Attorney	13720.28	16767.69
City Clerk	9162.23	11200.37
Chief of Staff	8182.95	11861.62
Deputy City Attorney	11770.37	13720.91
Deputy Mayor	No monthly salary is provided with respect to appointment to the position of Deputy Mayor. All compensation received by the Department Director appointed to this position shall be continued.	
Director/Aviation	9162.23	11200.37
Director/Finance	10728.59	13112.32
Director/Human Resources	10426.49	12744.65
Director/Information Technology	10426.49	12744.65
Director/Just Transitions Program	6769.65	8220.29
Director/Parks & Recreation	10684.47	13058.61
Director/Planning & Community Development	10426.49	12744.65
Director/Public Affairs	6769.65	8220.29
Director/Public Works	12052.28	14730.16
Director/Purchasing	9162.23	11200.37
Director/Stormwater	9901.71	12103.18
Director/Wastewater	10789.22	13186.65
Fire Chief	11741.70	14350.02
Mayor	12500.00	12500.00
Municipal Court Judge	10118.29	13192.83
Police Chief	12052.28	14880.57
Secretary to the Mayor	4835.66	6401.80
Sr. Assistant City Attorney	10699.52	11770.27

]

END OF 2024

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – GENERAL SERVICE (NON-EXEMPT)
2025

<i>CLASS TITLE</i>	<i>Entrance</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>	<i>Step 10</i>
(A) GENERAL SERVICE										
Abandoned Vehicle Coordinator	4082.73	4187.85	4395.21	4605.84	4709.21	4759.98	4827.78	4890.27	4957.85	5120.97
Abatement Worker	3483.88	3541.10	3599.82	3688.65	3867.85	4042.48	4131.32	4176.47	4230.71	4378.24
Accountant I	6180.50	6332.59	6633.72	6937.85	7086.90	7165.22	7258.55	7353.40	7446.75	7677.60
Accounting Technician II	3451.27	3520.32	3696.82	3907.12	3973.12	4016.08	4068.27	4122.01	4174.20	4318.90
Accounting Technician III	4009.38	4108.28	4304.36	4503.97	4599.42	4901.94	5015.49	5148.30	5281.09	5643.26
Accounting Technician IV	4269.51	4374.23	4588.82	4801.68	4909.77	5139.58	5208.01	5370.63	5442.00	5843.04
Administrative Technician	4269.51	4374.23	4588.82	4801.68	4909.77	5139.58	5208.01	5370.63	5442.00	5843.04
Airport Ops/Maintenance Specialist	4262.31	4375.16	4491.43	4611.15	4734.49	4861.51	4992.35	5127.12	5265.93	5445.50
Airport Ops/Maintenance Worker	3599.82	3692.81	3784.31	3968.87	4148.75	4240.25	4286.75	4342.63	4401.52	4493.95
Area Crew Leader	4988.03	5114.50	5373.49	5633.96	5761.95	5910.71	5994.86	6075.93	6161.63	6525.89
Associate Engineer I	4939.08	5067.07	5321.53	5577.46	5706.95	5765.69	5849.99	5931.30	6008.11	6208.49
Associate Engineer II	5143.10	5277.10	5543.62	5814.64	5948.62	6016.35	6097.70	6183.52	6267.85	6472.40
Associate Engineer II - SW	5143.10	5277.10	5543.62	5814.64	5948.62	6016.35	6097.70	6183.52	6267.85	6472.40
Associate Engineer II - WW	5143.10	5277.10	5543.62	5814.64	5948.62	6016.35	6097.70	6183.52	6267.85	6472.40
Associate Field Engineer	4988.03	5114.50	5373.49	5633.96	5761.95	5910.71	5994.86	6075.93	6161.63	6358.25
Aviation Operations Technician	3816.63	3909.96	4101.20	4290.91	4387.28	4510.30	4570.19	4630.07	4691.44	5037.06
Aviation Security/Contracts Coordinator	4409.85	4525.80	4751.64	4974.47	5088.90	5144.60	5215.37	5286.14	5355.42	5534.55
Building Custodian	2786.58	2878.19	2969.82	3061.47	3153.10	3244.74	3336.38	3427.98	3519.61	3660.05
Business Systems Analyst	5012.27	5198.74	5385.16	5571.57	5758.02	5944.45	6130.90	6317.34	6503.76	6726.81
Carpenter	4736.59	4860.03	5105.45	5347.87	5471.35	5533.08	5609.85	5686.66	5761.95	5951.56
Civil Service Analyst	4602.59	4721.51	4956.40	5194.29	5311.75	5371.98	5445.76	5519.52	5593.31	5777.40
Civil Service Technician	3451.27	3520.32	3696.82	3907.12	3973.12	4016.08	4068.27	4122.01	4174.20	4318.90
Code Enforcement Officer	3944.59	4045.50	4241.21	4441.46	4540.83	4590.52	4652.25	4713.98	4775.71	4934.26
Community Development Specialist	4926.30	5054.26	5308.72	5564.70	5694.17	5755.92	5837.23	5916.98	5995.32	6194.41
Community Risk Reduction Coordinator	4082.73	4187.85	4395.21	4605.84	4709.21	4759.98	4827.78	4890.27	4957.85	5120.97
Community Service Coordinator	4988.03	5114.51	5373.49	5633.96	5761.94	5910.71	5994.86	6075.93	6161.63	6525.89
Community Service Officer	4348.11	4460.06	4680.90	4905.22	5015.31	5069.38	5141.59	5208.14	5280.11	5453.83
Community Outreach Specialist	3944.59	4045.50	4241.21	4441.46	4540.83	4590.52	4652.25	4713.98	4775.71	4934.26
Community Service Specialist	3548.12	3635.64	3809.17	3985.82	4070.29	4189.70	4286.74	4400.26	4513.75	4663.85
Court Marshal	4988.03	5114.51	5373.49	5633.96	5761.94	5910.71	5994.86	6075.93	6161.63	6525.89
Court Technician	3499.70	3571.89	3753.00	3968.18	4049.77	4101.68	4177.51	4248.94	4331.78	4479.18
Court Technician II	3674.69	3750.48	3940.65	4166.59	4252.26	4306.76	4386.38	4461.38	4548.37	4703.14

Dispatch Training Coordinator	<u>4593.17</u>	<u>4741.19</u>	<u>4889.22</u>	<u>5037.27</u>	<u>5185.32</u>	<u>5488.68</u>	<u>5641.06</u>	<u>5793.41</u>	<u>5945.75</u>	<u>6252.69</u>
Electrician	<u>4736.59</u>	<u>4860.03</u>	<u>5105.45</u>	<u>5347.87</u>	<u>5471.35</u>	<u>5533.08</u>	<u>5609.85</u>	<u>5686.66</u>	<u>5761.95</u>	<u>5951.56</u>
Emergency Services Dispatch Supervisor	<u>5695.50</u>	<u>5875.71</u>	<u>6055.90</u>	<u>6236.09</u>	<u>6416.28</u>	<u>6776.38</u>	<u>6961.51</u>	<u>7146.59</u>	<u>7331.72</u>	<u>7658.51</u>
Emergency Services Dispatcher	<u>4216.21</u>	<u>4364.23</u>	<u>4512.25</u>	<u>4660.31</u>	<u>4808.36</u>	<u>5100.74</u>	<u>5253.11</u>	<u>5405.47</u>	<u>5557.80</u>	<u>5857.43</u>
Equipment Operator I	<u>3599.82</u>	<u>3688.65</u>	<u>3867.85</u>	<u>4042.48</u>	<u>4131.32</u>	<u>4176.47</u>	<u>4230.71</u>	<u>4287.89</u>	<u>4342.09</u>	<u>4489.74</u>
Equipment Operator II	<u>3794.05</u>	<u>3887.40</u>	<u>4077.09</u>	<u>4266.82</u>	<u>4405.30</u>	<u>4450.92</u>	<u>4510.23</u>	<u>4571.06</u>	<u>4631.87</u>	<u>5144.84</u>
Equipment Operator IV	<u>4335.98</u>	<u>4445.01</u>	<u>4666.15</u>	<u>4887.33</u>	<u>5072.85</u>	<u>5128.96</u>	<u>5196.00</u>	<u>5243.28</u>	<u>5311.56</u>	<u>5895.29</u>
Fire Support Technician	<u>3451.27</u>	<u>3520.32</u>	<u>3696.82</u>	<u>3907.12</u>	<u>3973.12</u>	<u>4016.08</u>	<u>4068.27</u>	<u>4122.01</u>	<u>4174.20</u>	<u>4318.90</u>
Fleet Mechanic	<u>4988.03</u>	<u>5114.50</u>	<u>5373.49</u>	<u>5633.96</u>	<u>5761.95</u>	<u>5910.71</u>	<u>5994.86</u>	<u>6075.93</u>	<u>6161.63</u>	<u>6525.89</u>
Fleet Service Writer	<u>3489.91</u>	<u>3575.71</u>	<u>3745.85</u>	<u>3919.02</u>	<u>4001.83</u>	<u>4051.50</u>	<u>4099.70</u>	<u>4161.14</u>	<u>4256.96</u>	<u>4389.41</u>
Gardener	<u>3983.74</u>	<u>4084.62</u>	<u>4283.75</u>	<u>4485.12</u>	<u>4631.87</u>	<u>4700.40</u>	<u>4764.60</u>	<u>4828.78</u>	<u>4891.43</u>	<u>5429.69</u>
GIS Specialist I	<u>4926.30</u>	<u>5054.26</u>	<u>5308.72</u>	<u>5564.70</u>	<u>5694.17</u>	<u>5755.92</u>	<u>5837.23</u>	<u>5916.98</u>	<u>5995.32</u>	<u>6194.41</u>
GPS Technician	<u>4018.39</u>	<u>4119.26</u>	<u>4321.01</u>	<u>4522.79</u>	<u>4623.64</u>	<u>4674.82</u>	<u>4736.59</u>	<u>4802.86</u>	<u>4864.57</u>	<u>5027.64</u>
Horticultural Specialist	<u>4988.03</u>	<u>5114.50</u>	<u>5373.49</u>	<u>5633.96</u>	<u>5761.95</u>	<u>5910.71</u>	<u>5994.86</u>	<u>6075.93</u>	<u>6161.63</u>	<u>6525.89</u>
Housing/Comm. Dev. Coordinator II	<u>4939.08</u>	<u>5067.07</u>	<u>5321.53</u>	<u>5577.46</u>	<u>5706.95</u>	<u>5765.69</u>	<u>5849.99</u>	<u>5931.30</u>	<u>6008.11</u>	<u>6208.49</u>
Housing/Comm. Development Specialist	<u>4926.30</u>	<u>5053.96</u>	<u>5308.73</u>	<u>5564.71</u>	<u>5694.16</u>	<u>5755.92</u>	<u>5837.23</u>	<u>5916.97</u>	<u>5995.33</u>	<u>6194.41</u>
HR Records Technician	<u>3451.27</u>	<u>3520.32</u>	<u>3696.82</u>	<u>3907.12</u>	<u>3973.12</u>	<u>4016.08</u>	<u>4068.27</u>	<u>4122.01</u>	<u>4174.20</u>	<u>4318.90</u>
HVAC Technician	<u>4736.59</u>	<u>4860.03</u>	<u>5105.45</u>	<u>5347.87</u>	<u>5471.35</u>	<u>5533.08</u>	<u>5609.85</u>	<u>5686.66</u>	<u>5761.95</u>	<u>5951.56</u>
Inspector/Construction	<u>4939.08</u>	<u>5067.07</u>	<u>5321.53</u>	<u>5577.46</u>	<u>5706.95</u>	<u>5765.69</u>	<u>5849.99</u>	<u>5931.30</u>	<u>6008.11</u>	<u>6208.49</u>
Inspector/Stormwater	<u>4939.08</u>	<u>5067.07</u>	<u>5321.53</u>	<u>5577.46</u>	<u>5706.95</u>	<u>5765.69</u>	<u>5849.99</u>	<u>5931.30</u>	<u>6008.11</u>	<u>6208.49</u>
Inspector/Streets	<u>4939.08</u>	<u>5067.07</u>	<u>5321.53</u>	<u>5577.46</u>	<u>5706.95</u>	<u>5765.69</u>	<u>5849.99</u>	<u>5931.30</u>	<u>6008.11</u>	<u>6208.49</u>
Inspector /Wastewater	<u>4939.08</u>	<u>5067.07</u>	<u>5321.53</u>	<u>5577.46</u>	<u>5706.95</u>	<u>5765.69</u>	<u>5849.99</u>	<u>5931.30</u>	<u>6008.11</u>	<u>6208.49</u>
Lab Analyst	<u>4849.52</u>	<u>4974.47</u>	<u>5225.91</u>	<u>5478.86</u>	<u>5602.33</u>	<u>5665.58</u>	<u>5745.34</u>	<u>5822.17</u>	<u>5900.46</u>	<u>6095.11</u>
Lab Analyst II	<u>5143.10</u>	<u>5277.10</u>	<u>5543.62</u>	<u>5814.64</u>	<u>5948.62</u>	<u>6016.35</u>	<u>6097.70</u>	<u>6183.52</u>	<u>6267.85</u>	<u>6472.40</u>
Lab Analyst III	<u>5713.75</u>	<u>5866.09</u>	<u>6168.47</u>	<u>6471.10</u>	<u>6620.43</u>	<u>6698.44</u>	<u>6791.82</u>	<u>6886.64</u>	<u>6979.98</u>	<u>7204.06</u>
Lab Pretreatment Specialist	<u>4849.52</u>	<u>4974.47</u>	<u>5225.91</u>	<u>5478.86</u>	<u>5602.33</u>	<u>5665.58</u>	<u>5745.34</u>	<u>5822.17</u>	<u>5900.46</u>	<u>6095.11</u>
Land Use Technician	<u>4409.85</u>	<u>4525.80</u>	<u>4751.64</u>	<u>4974.47</u>	<u>5088.90</u>	<u>5144.60</u>	<u>5215.36</u>	<u>5370.63</u>	<u>5442.00</u>	<u>5843.04</u>
Land Use Technician II	<u>4525.80</u>	<u>4751.64</u>	<u>4974.47</u>	<u>5088.90</u>	<u>5144.61</u>	<u>5215.36</u>	<u>5370.63</u>	<u>5544.81</u>	<u>5843.04</u>	<u>5994.96</u>
Law Department Technician	<u>3451.27</u>	<u>3520.32</u>	<u>3696.82</u>	<u>3907.12</u>	<u>3973.12</u>	<u>4016.08</u>	<u>4068.27</u>	<u>4122.01</u>	<u>4174.20</u>	<u>4318.90</u>
Lead Code Enforcement Officer	<u>4348.11</u>	<u>4460.06</u>	<u>4680.90</u>	<u>4905.22</u>	<u>5015.31</u>	<u>5069.74</u>	<u>5141.59</u>	<u>5208.14</u>	<u>5280.11</u>	<u>5453.83</u>
Lead Court Technician	<u>4269.51</u>	<u>4374.23</u>	<u>4588.82</u>	<u>4801.68</u>	<u>4909.77</u>	<u>5139.58</u>	<u>5208.01</u>	<u>5370.63</u>	<u>5442.00</u>	<u>5843.04</u>
Legal Support Assistant	<u>4269.51</u>	<u>4374.23</u>	<u>4588.82</u>	<u>4801.68</u>	<u>4909.77</u>	<u>5139.58</u>	<u>5208.01</u>	<u>5370.63</u>	<u>5442.00</u>	<u>5843.04</u>
Licensing Coordinator	<u>4409.85</u>	<u>4525.80</u>	<u>4751.64</u>	<u>4974.47</u>	<u>5088.90</u>	<u>5144.60</u>	<u>5215.36</u>	<u>5370.63</u>	<u>5442.00</u>	<u>5843.04</u>
Marketing and Recruitment Specialist	<u>5012.27</u>	<u>5198.74</u>	<u>5385.16</u>	<u>5571.57</u>	<u>5758.02</u>	<u>5944.45</u>	<u>6130.90</u>	<u>6317.34</u>	<u>6503.76</u>	<u>6726.81</u>
Marketing and Social Media Specialist	<u>5012.27</u>	<u>5198.74</u>	<u>5385.16</u>	<u>5571.57</u>	<u>5758.02</u>	<u>5944.45</u>	<u>6130.90</u>	<u>6317.34</u>	<u>6503.76</u>	<u>6726.81</u>
Mason	<u>4736.59</u>	<u>4860.03</u>	<u>5105.45</u>	<u>5347.87</u>	<u>5471.35</u>	<u>5533.08</u>	<u>5609.85</u>	<u>5686.66</u>	<u>5761.95</u>	<u>5951.56</u>
Media Systems Administrator	<u>5012.27</u>	<u>5198.74</u>	<u>5385.16</u>	<u>5571.57</u>	<u>5758.02</u>	<u>5944.45</u>	<u>6130.90</u>	<u>6317.34</u>	<u>6503.76</u>	<u>6726.81</u>
Media Systems Specialist	<u>4926.30</u>	<u>5054.26</u>	<u>5308.72</u>	<u>5564.70</u>	<u>5694.17</u>	<u>5755.92</u>	<u>5837.23</u>	<u>5916.98</u>	<u>5995.32</u>	<u>6194.41</u>
Municipal Records Tech/Coordinator	<u>4926.30</u>	<u>5054.26</u>	<u>5308.72</u>	<u>5564.70</u>	<u>5694.17</u>	<u>5755.92</u>	<u>5837.23</u>	<u>5916.98</u>	<u>5995.32</u>	<u>6194.41</u>
Network Communications Specialist I	<u>3983.74</u>	<u>4084.62</u>	<u>4283.39</u>	<u>4485.12</u>	<u>4586.01</u>	<u>4653.86</u>	<u>4717.42</u>	<u>4780.99</u>	<u>4843.00</u>	<u>5004.32</u>
Network Communications Specialist II	<u>4581.25</u>	<u>4763.56</u>	<u>4945.88</u>	<u>5128.19</u>	<u>5310.53</u>	<u>5492.79</u>	<u>5675.10</u>	<u>5857.46</u>	<u>6039.75</u>	<u>6258.64</u>
Office Assistant	<u>3207.21</u>	<u>3282.43</u>	<u>3437.42</u>	<u>3593.99</u>	<u>3669.19</u>	<u>3709.12</u>	<u>3758.23</u>	<u>3804.29</u>	<u>3853.39</u>	<u>3985.71</u>

Painter	4736.59	4860.03	5105.45	5347.87	5471.35	5533.08	5609.85	5686.66	5761.95	5951.56
Parks Area Crew Leader	4988.03	5114.50	5373.49	5633.96	5761.95	5910.71	5994.86	6075.93	6161.63	6525.89
Park Caretaker I	3599.82	3688.65	3867.85	4042.48	4131.32	4176.47	4230.71	4287.89	4342.09	4489.74
Park Caretaker II	3794.05	3887.40	4077.09	4266.82	4405.30	4450.92	4510.23	4571.06	4631.87	5144.84
Park Caretaker II - Irrigation	3983.74	4084.62	4283.75	4485.12	4631.87	4700.40	4764.60	4828.78	4891.43	5429.69
Park Caretaker II - Playground	3983.74	4084.62	4283.75	4485.12	4631.87	4700.40	4764.60	4828.78	4891.43	5429.69
Park Ranger	3944.59	4045.50	4241.21	4441.46	4540.83	4590.52	4652.25	4713.98	4775.71	4934.26
Parking Enforcer	3489.91	3575.71	3745.85	3919.02	4001.83	4051.50	4099.70	4152.40	4205.12	4350.75
Parks & Rec Technician	3451.27	3520.32	3696.82	3907.12	3973.12	4016.08	4068.27	4122.01	4174.20	4318.90
Parks Maintenance Mechanic	4335.98	4445.01	4666.15	4887.33	5047.86	5103.70	5170.41	5243.28	5311.56	5895.29
Parks Senior Mechanic/Welder	4736.59	4860.03	5105.45	5347.87	5471.35	5533.08	5609.85	5686.66	5761.95	6397.93
Parts Clerk	3489.91	3575.71	3745.85	3919.02	4001.83	4051.50	4099.70	4161.14	4256.96	4389.41
Payroll Coordinator	4947.78	5075.62	5328.13	5583.86	5710.13	5774.87	5854.19	5933.48	6012.81	6470.69
PC Network Technician	4172.52	4303.07	4433.59	4564.14	4694.67	4825.22	4955.74	5086.31	5216.86	5383.98
PD Investigations Technician	3499.70	3571.89	3753.00	3968.18	4049.77	4101.68	4177.51	4248.94	4331.78	4479.18
PD Records Technician	3499.70	3571.89	3753.00	3968.18	4049.77	4101.68	4177.51	4248.94	4331.78	4479.18
Permit Compliance Specialist - SW	5713.75	5866.09	6168.47	6471.10	6620.43	6698.44	6791.82	6886.65	6979.99	7204.07
Permit Compliance Specialist - WW	5713.75	5866.09	6168.47	6471.10	6620.43	6698.44	6791.82	6886.65	6979.99	7204.07
Planner	4926.30	5054.26	5308.72	5564.70	5694.17	5755.92	5837.23	5916.98	5995.32	6194.41
Plumber	4736.59	4860.03	5105.45	5347.87	5471.35	5533.08	5609.85	5686.66	5761.95	5951.56
Police Payroll Technician	4269.51	4374.23	4588.82	4801.68	4909.77	5139.58	5208.01	5370.63	5442.00	5843.04
Police Services Technician	3451.27	3520.32	3696.82	3907.12	3973.12	4016.08	4068.27	4122.01	4174.20	4318.90
Pretreatment Compliance Technician	5143.10	5277.10	5543.62	5814.64	5948.62	6016.35	6097.70	6183.52	6267.85	6472.40
Probation Officer	5517.46	5660.78	5957.57	6232.47	6377.47	6446.63	6537.70	6627.01	6714.76	6937.74
Program Coordinator - Aquatics	4409.85	4525.80	4751.64	4974.47	5088.90	5144.60	5215.37	5286.14	5355.42	5895.29
Program Coordinator - El Centro Del Quinto Sol	4409.85	4525.80	4751.64	4974.47	5088.90	5144.60	5215.37	5286.14	5355.42	5895.29
Program Coordinator - Forestry	4409.85	4525.80	4751.64	4974.47	5088.90	5144.60	5215.37	5286.14	5355.42	5895.29
Program Coordinator - Horticulture	4409.85	4525.80	4751.64	4974.47	5088.90	5144.60	5215.37	5286.14	5355.42	5895.29
Program Coordinator - Housing	4409.85	4525.80	4751.64	4974.47	5088.90	5144.60	5215.37	5286.14	5355.42	5895.29
Program Coordinator - Ice Arena	4409.85	4525.80	4751.64	4974.47	5088.90	5144.60	5215.37	5286.14	5355.42	5895.29
Program Coordinator - Marketing	4409.85	4525.80	4751.64	4974.47	5088.90	5144.60	5215.37	5286.14	5355.42	5895.29
Program Coordinator - Park Ranger	4409.85	4525.80	4751.64	4974.47	5088.90	5144.60	5215.37	5286.14	5355.42	5895.29
Program Coordinator - Sports	4409.85	4525.80	4751.64	4974.47	5088.90	5144.60	5215.37	5286.14	5355.42	5895.29
Property/Evidence Technician	3499.70	3571.89	3753.00	3968.18	4049.77	4101.68	4177.51	4248.94	4331.78	4479.18
Purchasing/Contract Coordinator	4926.30	5054.26	5308.72	5564.70	5694.17	5755.92	5837.23	5916.98	5995.32	6194.41
Purchasing Specialist	4009.38	4108.28	4304.36	4503.97	4599.42	4901.94	5015.49	5148.30	5281.09	5643.26
Public Works Asset Coordinator	4926.30	5054.26	5308.72	5564.70	5694.17	5755.92	5837.23	5916.98	5995.32	6194.41
Public Works Projects Coordinator	6211.57	6374.98	6703.59	7032.47	7194.75	7279.54	7381.01	7484.06	7585.51	7829.01
Real Time Crime Center Technician	4498.18	4615.42	4848.48	5078.70	5195.97	5254.59	5327.50	5400.44	5471.93	5652.01
Social Media Specialist	5012.27	5198.74	5385.16	5571.57	5758.02	5944.45	6130.90	6317.34	6503.76	6726.81
Solid Waste Coordinator	4736.59	4860.00	5105.45	5347.87	5471.35	5533.08	5609.86	5686.66	5761.95	5951.56
Sr. Airport Ops/Main. Specialist	4849.52	4980.01	5114.40	5252.82	5395.40	5542.26	5693.52	5849.32	6009.79	6211.68
Sr. Facilities Maintenance Technician	4736.59	4860.03	5105.45	5347.87	5471.35	5533.08	5609.85	5686.66	5761.95	5951.56
Sr. Office Assistant	4009.38	4108.28	4304.36	4503.97	4599.42	4901.94	5015.49	5148.30	5281.09	5643.26

Sr. PC Network Technician	4926.30	5054.26	5308.72	5564.70	5694.17	5755.92	5837.23	5916.98	5995.32	6194.41
Sr. Planner	5713.75	5866.09	6168.47	6471.10	6620.43	6698.44	6791.82	6886.64	6979.98	7204.06
Sr. Traffic Signal Technician	4736.59	4860.03	5105.45	5347.87	5471.35	5533.08	5609.85	5686.66	5761.95	5951.56
Sr. WWTP Maintenance Mechanic	4736.59	4860.03	5105.45	5347.87	5471.35	5533.08	5609.85	5686.66	5761.95	6397.93
Stormwater Crew Leader	4988.03	5114.50	5373.49	5633.96	5761.95	5910.71	5994.86	6075.93	6161.63	6525.89
Streets Maintenance Mechanic	4335.98	4445.01	4666.15	4887.33	5047.86	5103.70	5170.41	5243.28	5311.56	5895.29
Survey Party Chief	4736.59	4860.03	5105.45	5347.87	5471.35	5533.08	5609.85	5686.66	5761.95	5951.56
Survey Party Chief LS	5289.17	5415.63	5674.61	5935.07	6063.08	6127.80	6210.58	6290.40	6374.76	6573.21
Surveyor	4018.39	4119.26	4321.01	4522.79	4623.64	4674.82	4736.59	4802.86	4864.57	5027.64
Sweeper Operator	4146.37	4251.77	4459.55	4670.32	4821.95	4875.18	4943.63	5007.50	5072.89	5633.73
Systems Administrator	5012.27	5198.74	5385.16	5571.57	5758.02	5944.45	6130.90	6317.34	6503.76	6726.81
Tax Auditor	6180.50	6332.59	6633.72	6937.85	7086.90	7165.22	7258.55	7353.40	7446.75	7677.60
Tax Compliance Technician	4516.72	4651.56	4804.95	4948.12	5090.94	5327.69	5466.33	5699.85	5836.55	6219.33
Traffic Control Utility Worker II	3794.05	3887.40	4077.09	4266.82	4361.68	4406.85	4465.58	4525.80	4586.01	4741.78
Traffic Control Utility Worker III	4409.85	4525.80	4751.64	4974.47	5088.90	5144.60	5215.37	5286.14	5355.42	5534.55
Traffic Engineering Analyst	4939.08	5067.07	5321.53	5577.46	5706.95	5765.69	5849.99	5931.30	6008.11	6208.49
Traffic Signal Technician	4409.85	4525.80	4751.64	4974.47	5088.90	5144.60	5215.37	5286.14	5355.42	5534.55
Traffic Signs/Markings Specialist	4409.85	4525.80	4751.64	4974.47	5088.90	5144.60	5215.37	5286.14	5355.42	5534.55
Transportation Planning Technician	3931.04	4030.42	4224.65	4424.91	4521.28	4570.97	4631.20	4694.43	4757.64	5037.06
Trash Removal Coordinator	4849.52	4974.47	5225.91	5478.86	5602.33	5665.58	5745.34	5822.17	5900.46	6095.11
Utility Locate Technician	3794.05	3887.40	4077.09	4266.82	4405.30	4450.92	4510.23	4571.06	4631.87	5144.84
Utility Worker	3483.88	3541.10	3599.82	3688.65	3867.85	4042.48	4131.32	4176.47	4230.71	4378.24
Water Reclamation Worker	3483.88	3541.10	3599.82	3688.65	3867.85	4042.48	4131.32	4176.47	4230.71	4378.24
Water Reclamation Worker I	3794.05	3887.40	4077.09	4266.82	4361.68	4406.85	4465.58	4525.80	4586.01	4741.78
Water Reclamation Worker II	3931.04	4030.42	4224.65	4424.91	4521.28	4570.97	4631.20	4694.43	4757.64	4915.93
WW Compliance Officer	3944.59	4045.50	4241.21	4441.46	4540.83	4590.52	4652.25	4713.98	4775.71	4934.26
WW Data Technician	4602.59	4721.51	4956.40	5194.29	5311.75	5371.98	5445.76	5519.52	5593.31	5777.40
WW Data Technician II	4988.03	5114.50	5373.49	5633.96	5761.95	5910.71	5994.86	6075.93	6161.63	6358.25
WW Instrument/Control Specialist	4736.59	4860.03	5105.45	5347.87	5471.35	5533.08	5609.85	5686.66	5761.95	5951.56
WW Inventory/Control Specialist	4736.59	4860.03	5105.45	5347.87	5471.35	5533.08	5609.85	5686.66	5761.95	5951.56
WW Maintenance Coordinator	5012.27	5198.74	5385.16	5510.58	5758.02	5944.45	6130.90	6317.34	6503.76	6726.81
WW Operator A	5607.94	5754.33	5827.53	6047.12	6193.52	6339.91	6486.30	6632.70	6779.09	6959.83
WW Operator B	4278.61	4390.30	4610.27	4831.52	4941.43	4997.10	5065.62	5135.68	5205.37	5380.13
WW SCADA Coordinator	5713.75	5866.09	6168.47	6471.10	6620.43	6698.44	6791.82	6886.64	6979.98	7204.06
WW Utility Worker	3483.88	3541.10	3599.82	3688.65	3867.85	4042.48	4131.32	4176.47	4230.71	4378.24
WW Utility Worker I	3779.81	3873.09	4061.23	4244.61	4337.89	4385.29	4442.24	4502.29	4559.20	4714.23
WW Utility Worker II	4021.70	4120.65	4321.72	4565.01	4623.38	4671.26	4733.51	4797.35	4861.17	5453.47
WW Utility Worker III	4560.67	4675.06	4907.03	5139.05	5255.01	5313.04	5382.34	5458.00	5528.91	5712.73
WW Utility Worker IV	4924.77	5052.02	5303.34	5557.89	5683.57	5748.02	5826.96	5905.88	5984.84	6181.82
WWTP Maintenance Mechanic	4262.31	4369.21	4586.01	4802.86	4911.22	4965.45	5030.22	5100.94	5167.21	5339.00

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – FIRE (NON-EXEMPT)
2025

<i>CLASS TITLE</i>						
(A) FIRE						
Assistant Fire Chief *	<u>11616.56</u>					
Emergency Medical Officer *	<u>8518.81</u>					
Fire Captain * ¹	<u>10067.69</u>					
Fire Lieutenant	<u>9293.25</u>					
Fire Engineer* ²	<u>8286.48</u>					
Fire Inspector	<u>8673.70</u>					
<i>CLASS TITLE</i>	<i>Entrance</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>
Firefighter *3	<u>5715.40</u>	<u>6188.29</u>	<u>6248.20</u>	<u>6431.63</u>	<u>6555.11</u>	<u>7744.38</u>

* Denotes a 56-Hour Work Week.

¹ Captain (Administration) shall constitute an assignment for Captain and shall have assigned duties primarily relating to administrative functions including training and EMS Coordination. Captain (Administration) shall be a Group A Firefighter. The monthly base pay of the Captain (Administration) shall be the monthly base pay of Captain in the same grade who is a Group B Firefighter plus an additional \$550.

² Fire Engineers who possess and maintain an EMT-I certification or higher with the City shall be paid a monthly stipend of one percent (1%) of their monthly base pay in accordance with the City's usual and customary payroll practices. Fire Engineers hired on or after January 1, 2018 who are required as a condition of their employment as Fire Engineers with the City to possess and maintain an EMT-I Certification or higher pursuant to Section 49.2 of the collective bargaining agreement shall also be eligible for and paid said monthly stipend.

³ Firefighters assigned to Focus Response Unit (FRU) shall be a Group B Firefighter. They shall be allowed to work OT within the FRU classification when approved by the Chief or his/her designee.

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – POLICE (NON-EXEMPT)
2025

<i>CLASS TITLE</i>	<i>Entrance</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>
(A) POLICE								
Police Corporal	<u>7889.09</u>	<u>7889.09</u>	<u>7889.09</u>	<u>8004.72</u>	<u>8004.72</u>	<u>8122.14</u>		
Police Patrol Officer	<u>6372.87</u>	<u>6915.79</u>	<u>7130.07</u>	<u>7240.81</u>	<u>7347.98</u>	<u>7458.76</u>	<u>7564.07</u>	<u>7774.06</u>
Police Sergeant	<u>9310.98</u>	<u>9402.19</u>	<u>9491.35</u>	<u>9584.41</u>	<u>9720.16</u>			

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – CLASS B (EXEMPT)
2025

<i>CLASS TITLE</i>	<i>BASE SALARY</i>	<i>MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)</i>					
(B) ADMINISTRATIVE							
Accountant II	<u>7311.10</u>	<u>7556.45</u>	<u>7845.01</u>	<u>8109.43</u>	<u>8373.78</u>	<u>8646.79</u>	<u>8930.20</u>
Accounting Manager	<u>8825.16</u>	<u>9089.88</u>	<u>9362.60</u>	<u>9643.40</u>	<u>9932.73</u>	<u>10230.66</u>	<u>10537.69</u>
Administrative Assistant	<u>5643.39</u>	<u>5835.22</u>	<u>6061.58</u>	<u>6268.91</u>	<u>6476.26</u>	<u>6690.55</u>	<u>6909.97</u>
Airport Ops/Maintenance Supervisor	<u>6395.31</u>	<u>6587.15</u>	<u>6784.77</u>	<u>6988.31</u>	<u>7197.96</u>	<u>7413.89</u>	<u>7636.31</u>
Assistant Accounting Manager	<u>7765.56</u>	<u>8028.18</u>	<u>8334.02</u>	<u>8617.43</u>	<u>8899.09</u>	<u>9189.35</u>	<u>9489.99</u>
Assistant Director/Human Resources	<u>8270.32</u>	<u>8550.01</u>	<u>8875.72</u>	<u>9177.55</u>	<u>9477.53</u>	<u>9786.65</u>	<u>10106.83</u>
Assistant Director/Info Technology	<u>7311.10</u>	<u>7556.45</u>	<u>7845.01</u>	<u>8109.43</u>	<u>8373.78</u>	<u>8646.79</u>	<u>8930.20</u>
Assistant Director/Parks & Recreation	<u>9575.21</u>	<u>9812.36</u>	<u>10055.48</u>	<u>10381.18</u>	<u>10792.89</u>	<u>11221.09</u>	<u>11682.62</u>
Assistant WWTP Superintendent	<u>7765.56</u>	<u>8028.18</u>	<u>8334.02</u>	<u>8617.42</u>	<u>8899.09</u>	<u>9189.35</u>	<u>9489.99</u>
Budget Analyst	<u>7311.10</u>	<u>7556.45</u>	<u>7845.01</u>	<u>8109.43</u>	<u>8373.78</u>	<u>8646.79</u>	<u>8930.20</u>
CDBG/HOME & Housing Administrator	<u>7765.56</u>	<u>8028.18</u>	<u>8334.02</u>	<u>8617.42</u>	<u>8899.09</u>	<u>9189.35</u>	<u>9489.99</u>
Community Initiative to Reduce Violence (CIRV) Program Manager	<u>4835.66</u>	<u>4993.81</u>	<u>5152.31</u>	<u>5310.61</u>	<u>5484.57</u>	<u>5658.93</u>	<u>5833.11</u>
Civil Engineer Drainage	<u>7311.10</u>	<u>7535.54</u>	<u>7938.29</u>	<u>8341.04</u>	<u>8743.79</u>	<u>9146.55</u>	<u>9550.28</u>
Civil Engineer Public Works	<u>7311.10</u>	<u>7535.54</u>	<u>7938.29</u>	<u>8341.04</u>	<u>8743.79</u>	<u>9146.55</u>	<u>9550.28</u>
Civil Engineer Transportation	<u>7311.10</u>	<u>7535.54</u>	<u>7938.29</u>	<u>8341.04</u>	<u>8743.79</u>	<u>9146.55</u>	<u>9550.28</u>
Civil Engineer Wastewater	<u>7311.10</u>	<u>7535.54</u>	<u>7938.29</u>	<u>8341.04</u>	<u>8743.79</u>	<u>9146.55</u>	<u>9550.28</u>
Civil Service Administrator	<u>8270.32</u>	<u>8550.01</u>	<u>8875.72</u>	<u>9177.55</u>	<u>9477.53</u>	<u>10096.27</u>	<u>10298.20</u>
Code Enforcement Manager	<u>7311.10</u>	<u>7556.45</u>	<u>7845.01</u>	<u>8109.43</u>	<u>8373.78</u>	<u>8646.79</u>	<u>8930.20</u>
Community Services Supervisor	<u>6531.83</u>	<u>6751.26</u>	<u>7010.45</u>	<u>7245.46</u>	<u>7482.19</u>	<u>7725.81</u>	<u>7978.07</u>
Construction Manager	<u>5769.78</u>	<u>5965.08</u>	<u>6191.45</u>	<u>6400.51</u>	<u>6609.59</u>	<u>6823.83</u>	<u>7046.74</u>
Court Administrator	<u>7311.10</u>	<u>7556.45</u>	<u>7845.01</u>	<u>8109.43</u>	<u>8373.78</u>	<u>8646.79</u>	<u>8930.20</u>
Crime Analyst	<u>5158.36</u>	<u>5361.58</u>	<u>5564.73</u>	<u>5767.95</u>	<u>5971.19</u>	<u>6174.38</u>	<u>6377.55</u>
Deputy City Clerk	<u>5731.78</u>	<u>5923.58</u>	<u>6149.96</u>	<u>6357.28</u>	<u>6564.64</u>	<u>6778.93</u>	<u>6998.36</u>
Deputy Director Public Works	<u>10332.31</u>	<u>10673.28</u>	<u>11036.17</u>	<u>11411.40</u>	<u>12171.25</u>	<u>12710.41</u>	<u>13314.59</u>
Deputy Fire Chief	<u>10438.25</u>	<u>10793.70</u>	<u>11213.62</u>	<u>11594.78</u>	<u>11977.86</u>	<u>12691.08</u>	<u>13038.25</u>
Dispatch Manager	<u>6527.41</u>	<u>6954.40</u>	<u>7381.41</u>	<u>7808.41</u>	<u>8235.39</u>	<u>8662.40</u>	<u>9089.35</u>
Engineering Manager	<u>9722.93</u>	<u>10246.38</u>	<u>10769.84</u>	<u>11293.29</u>	<u>11816.75</u>	<u>12340.20</u>	<u>12864.33</u>
Executive Assistant	<u>5709.27</u>	<u>5903.34</u>	<u>6132.34</u>	<u>6342.09</u>	<u>6551.86</u>	<u>6768.65</u>	<u>7106.92</u>
Facilities Maintenance Superintendent	<u>8133.31</u>	<u>8409.85</u>	<u>8738.09</u>	<u>9035.33</u>	<u>9334.27</u>	<u>9641.83</u>	<u>9959.77</u>
Fleet Superintendent	<u>8133.31</u>	<u>8409.85</u>	<u>8738.09</u>	<u>9035.33</u>	<u>9334.27</u>	<u>9641.83</u>	<u>9959.77</u>
Grant & Resource Dev. Administrator	<u>7311.10</u>	<u>7556.45</u>	<u>7845.00</u>	<u>8109.43</u>	<u>8373.78</u>	<u>8646.79</u>	<u>8930.19</u>
Grants Analyst	<u>6970.42</u>	<u>7120.17</u>	<u>7198.86</u>	<u>7292.62</u>	<u>7387.92</u>	<u>7481.71</u>	<u>7713.65</u>
Grant Coordinator/Financial Empowerment	<u>5008.74</u>	<u>5178.99</u>	<u>5379.89</u>	<u>5563.91</u>	<u>5747.94</u>	<u>5938.13</u>	<u>6132.88</u>

HR Analyst I	<u>5001.47</u>	<u>5269.90</u>	<u>5566.90</u>	<u>5872.51</u>	<u>6195.62</u>	<u>6536.24</u>	<u>6895.69</u>
HR Analyst II	<u>5776.70</u>	<u>6086.74</u>	<u>6429.76</u>	<u>6782.75</u>	<u>7155.95</u>	<u>7549.35</u>	<u>7964.53</u>
Landscape Architect	<u>6395.31</u>	<u>6611.30</u>	<u>6861.85</u>	<u>7095.11</u>	<u>7326.67</u>	<u>7563.38</u>	<u>7812.23</u>
Legal Assistant	<u>4971.06</u>	<u>5133.64</u>	<u>5296.57</u>	<u>5459.30</u>	<u>5638.14</u>	<u>5817.38</u>	<u>5996.44</u>
MPO Manager	<u>7765.56</u>	<u>8028.18</u>	<u>8334.02</u>	<u>8617.42</u>	<u>8899.09</u>	<u>9189.35</u>	<u>9489.99</u>
MS4 Permit Coordinator	<u>6395.31</u>	<u>6611.30</u>	<u>6861.85</u>	<u>7095.11</u>	<u>7326.67</u>	<u>7563.38</u>	<u>7812.23</u>
Non-Profit Compliance Coordinator	<u>5776.70</u>	<u>6086.74</u>	<u>6429.76</u>	<u>6782.75</u>	<u>7155.95</u>	<u>7549.35</u>	<u>7964.53</u>
Outdoor Recreation Administrator	<u>5731.78</u>	<u>5923.58</u>	<u>6149.96</u>	<u>6357.28</u>	<u>6564.64</u>	<u>6778.93</u>	<u>6998.36</u>
Paralegal	<u>4971.06</u>	<u>5133.64</u>	<u>5296.57</u>	<u>5459.30</u>	<u>5638.14</u>	<u>5817.38</u>	<u>5996.44</u>
Parks Manager	<u>7311.10</u>	<u>7556.45</u>	<u>7845.01</u>	<u>8109.43</u>	<u>8373.78</u>	<u>8646.79</u>	<u>8930.20</u>
Parks Supervisor	<u>6395.31</u>	<u>6587.15</u>	<u>6784.77</u>	<u>6988.31</u>	<u>7197.96</u>	<u>7413.89</u>	<u>7636.31</u>
PD Community Engagement Manager	<u>6051.45</u>	<u>6267.57</u>	<u>6483.70</u>	<u>6699.83</u>	<u>6915.95</u>	<u>7132.08</u>	<u>7348.23</u>
Police Captain	<u>9528.11</u>	<u>9854.95</u>	<u>10236.21</u>	<u>10586.40</u>	<u>10936.54</u>	<u>11294.51</u>	<u>11669.97</u>
Police Deputy Chief	<u>11072.01</u>	<u>11449.10</u>	<u>11894.48</u>	<u>12298.83</u>	<u>12705.13</u>	<u>13125.07</u>	<u>13558.76</u>
Police Records Manager	<u>5769.78</u>	<u>5965.08</u>	<u>6191.45</u>	<u>6400.51</u>	<u>6609.60</u>	<u>6823.82</u>	<u>7046.75</u>
Pretreatment Manager	<u>7765.56</u>	<u>8028.18</u>	<u>8334.02</u>	<u>8617.42</u>	<u>8899.09</u>	<u>9189.35</u>	<u>9489.99</u>
Principal Planner	<u>7765.56</u>	<u>8028.18</u>	<u>8334.02</u>	<u>8617.42</u>	<u>8899.09</u>	<u>9189.35</u>	<u>9489.99</u>
Purchasing Contracts Administrator	<u>5769.78</u>	<u>5965.08</u>	<u>6191.45</u>	<u>6401.08</u>	<u>6609.60</u>	<u>6823.82</u>	<u>7188.86</u>
Recreation Supervisor	<u>6395.31</u>	<u>6587.15</u>	<u>6784.77</u>	<u>6988.31</u>	<u>7197.96</u>	<u>7413.89</u>	<u>7636.31</u>
Regulatory Compliance Specialist	<u>8221.70</u>	<u>8498.22</u>	<u>8826.47</u>	<u>9123.70</u>	<u>9422.63</u>	<u>9730.20</u>	<u>10048.16</u>
SCADA Administrator	<u>7765.56</u>	<u>8028.18</u>	<u>8334.02</u>	<u>8617.42</u>	<u>8899.09</u>	<u>9189.35</u>	<u>9489.99</u>
Shops Supervisor	<u>6531.83</u>	<u>6751.26</u>	<u>7010.45</u>	<u>7245.46</u>	<u>7482.19</u>	<u>7725.81</u>	<u>7978.07</u>
Sr. Business Systems Analyst	<u>7765.56</u>	<u>8028.18</u>	<u>8334.02</u>	<u>8617.42</u>	<u>8899.09</u>	<u>9189.35</u>	<u>9489.99</u>
Sr. GIS Administrator	<u>7765.56</u>	<u>8028.18</u>	<u>8334.02</u>	<u>8617.42</u>	<u>8899.09</u>	<u>9189.35</u>	<u>9489.99</u>
Sr. HR Analyst	<u>6816.51</u>	<u>7182.35</u>	<u>7587.12</u>	<u>8003.65</u>	<u>8444.01</u>	<u>8908.24</u>	<u>9398.14</u>
Sr. Integration Administrator	<u>7765.56</u>	<u>8028.18</u>	<u>8334.02</u>	<u>8617.42</u>	<u>8899.09</u>	<u>9189.35</u>	<u>9489.99</u>
Sr. Media Systems Administrator	<u>7765.56</u>	<u>8028.18</u>	<u>8334.02</u>	<u>8617.42</u>	<u>8899.09</u>	<u>9189.35</u>	<u>9489.99</u>
Sr. Network Communications Specialist	<u>5849.50</u>	<u>6233.53</u>	<u>6617.56</u>	<u>7001.59</u>	<u>7385.64</u>	<u>7769.68</u>	<u>8153.70</u>
Sr. Network Administrator	<u>7765.56</u>	<u>8028.18</u>	<u>8334.02</u>	<u>8617.42</u>	<u>8899.09</u>	<u>9189.35</u>	<u>9489.99</u>
Sr. Security Administrator	<u>7765.56</u>	<u>8028.18</u>	<u>8334.02</u>	<u>8617.42</u>	<u>8899.09</u>	<u>9189.35</u>	<u>9489.99</u>
Sr. System Administrator	<u>7765.56</u>	<u>8028.18</u>	<u>8334.02</u>	<u>8617.42</u>	<u>8899.09</u>	<u>9189.35</u>	<u>9489.99</u>
Sr. Tax Auditor	<u>7765.56</u>	<u>8028.18</u>	<u>8334.02</u>	<u>8617.43</u>	<u>8899.09</u>	<u>9189.35</u>	<u>9489.99</u>
Stormwater Coordinator	<u>8221.70</u>	<u>8498.22</u>	<u>8826.47</u>	<u>9123.70</u>	<u>9422.63</u>	<u>9730.20</u>	<u>10048.16</u>
Stormwater Engineering Manager	<u>9722.93</u>	<u>10246.38</u>	<u>10769.84</u>	<u>11293.29</u>	<u>11816.75</u>	<u>12340.20</u>	<u>12864.33</u>
Stormwater Utility Maint. Supervisor	<u>6395.31</u>	<u>6611.30</u>	<u>6861.85</u>	<u>7095.11</u>	<u>7326.67</u>	<u>7563.38</u>	<u>7812.23</u>
Streets Maintenance Supervisor	<u>6395.31</u>	<u>6611.30</u>	<u>6861.85</u>	<u>7095.11</u>	<u>7326.67</u>	<u>7563.38</u>	<u>7812.23</u>
Tax Auditor II	<u>7311.10</u>	<u>7556.45</u>	<u>7845.01</u>	<u>8109.43</u>	<u>8373.78</u>	<u>8646.79</u>	<u>8930.20</u>
Tax Audit Manager	<u>8825.16</u>	<u>9089.88</u>	<u>9362.60</u>	<u>9643.41</u>	<u>9932.74</u>	<u>10230.66</u>	<u>10537.69</u>
Traffic Control Supervisor	<u>6395.31</u>	<u>6611.30</u>	<u>6861.85</u>	<u>7095.11</u>	<u>7326.67</u>	<u>7563.38</u>	<u>7812.23</u>
Traffic Engineer	<u>8894.43</u>	<u>9198.65</u>	<u>9502.87</u>	<u>9807.08</u>	<u>10111.30</u>	<u>10415.52</u>	<u>10719.74</u>

WW Collections Supervisor	<u>6395.31</u>	<u>6611.30</u>	<u>6861.85</u>	<u>7095.11</u>	<u>7326.67</u>	<u>7563.38</u>	<u>7812.23</u>
WW Engineering Manager	<u>9722.93</u>	<u>10246.38</u>	<u>10769.84</u>	<u>11293.29</u>	<u>11816.75</u>	<u>12340.20</u>	<u>12864.33</u>
WWTP Lab Supervisor	<u>7765.56</u>	<u>8028.18</u>	<u>8334.02</u>	<u>8617.42</u>	<u>8899.09</u>	<u>9189.35</u>	<u>9489.99</u>
WW Maintenance Supervisor	<u>7765.56</u>	<u>8028.18</u>	<u>8334.02</u>	<u>8617.42</u>	<u>8899.09</u>	<u>9189.35</u>	<u>9489.99</u>
WWTP Superintendent	<u>9051.14</u>	<u>9356.94</u>	<u>9716.39</u>	<u>10044.69</u>	<u>10373.01</u>	<u>10711.70</u>	<u>11064.19</u>

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – APPOINTED
2025

<i>CLASS TITLE</i>	<i>MONTHLY BASE SALARY</i>	<i>MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)</i>
(C) APPOINTED		
Assistant City Attorney I	<u>6407.243</u>	<u>8009.059</u>
Assistant City Attorney II	<u>8009.06</u>	<u>8987.41</u>
Assistant City Attorney III	<u>8987.50</u>	<u>10999.01</u>
Assistant Mayor/Comm Investment	<u>8622.37</u>	<u>11104.60</u>
City Attorney	<u>14104.45</u>	<u>17237.18</u>
City Clerk	<u>9418.78</u>	<u>11513.98</u>
Chief of Staff	<u>8412.07</u>	<u>12193.75</u>
Deputy City Attorney	<u>12099.94</u>	<u>14105.10</u>
Deputy Mayor	No monthly salary is provided with respect to appointment to the position of Deputy Mayor. All compensation received by the Department Director appointed to this position shall be continued.	
Director/Aviation	<u>9418.78</u>	<u>11513.98</u>
Director/Finance	<u>11028.99</u>	<u>13479.46</u>
Director/Human Resources	<u>10718.43</u>	<u>13101.50</u>
Director/Information Technology	<u>10718.43</u>	<u>13101.50</u>
Director/Just Transitions Program	<u>6959.20</u>	<u>8450.46</u>
Director/Parks & Recreation	<u>10983.63</u>	<u>13424.25</u>
Director/Planning & Community Development	<u>10718.43</u>	<u>13101.50</u>
Director/Public Affairs	<u>6959.20</u>	<u>8450.46</u>
Director/Public Works	<u>12389.74</u>	<u>15142.60</u>
Director/Purchasing	<u>9418.78</u>	<u>11669.96</u>
Director/Stormwater	<u>9901.71</u>	<u>12103.18</u>
Director/Wastewater	<u>11091.32</u>	<u>13555.88</u>
Fire Chief	<u>12563.62</u>	<u>15354.52</u>
Mayor	<u>12500.00</u>	<u>12500.00</u>
Municipal Court Judge	<u>10401.61</u>	<u>13562.23</u>
Police Chief	<u>13257.50</u>	<u>16368.63</u>
Secretary to the Mayor	<u>4971.06</u>	<u>6581.05</u>
Sr. Assistant City Attorney	<u>10999.11</u>	<u>12099.83</u>

SECTION 2.

Section 18 of Chapter 5 of Title VI of the Pueblo Municipal Code is hereby amended to read as follows:

6-5-18. Unclassified part-time employees.

(a) The pay range with respect to all unclassified part-time employees of the City shall be not less than ~~[\$14.42]~~ \$14.81 per hour and not greater than \$40.00.

SECTION 3.

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

SECTION 4.

This Ordinance shall become effective January 1, 2025.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 25, 2024

Final adoption of Ordinance by City Council on December 9, 2024.

DocuSigned by:

Mark Aliff

B7A4F51023AD402...

President of City Council

Action by the Mayor:

☒ Approved on 12/11/2024 | 10:02 AM MST.

☐ Disapproved on _____ based on the following objections:

Signed by:

Heather Graham

3A86060B7BCA462...

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: December 9, 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 APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COLORADO DEPARTMENT OF CORRECTIONS (DOC) AND THE PUEBLO FIRE DEPARTMENT ALLOWING THE AUTHORITY HAVING JURISDICTION (AHJ) OVER DOC FACILITIES OPERATIONS IN PUEBLO CITY LIMITS FOR BUILDING CONSTRUCTION PLAN REVIEW AND RELATED INSPECTIONS, FIRE SAFETY INSPECTIONS, AND FIRE SAFETY PERMITS AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Ordinance approves an MOU between the Colorado Department of Corrections and The Pueblo Fire Department for the life-safety services provided by AHJ for the best interest of the people serviced by the Colorado Department of Correction facilities that AHJ provide all review, inspections and oversight for fire and related life-safety issues for these facilities.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The Pueblo Fire Department, in collaboration with our community partner, enter into this MOU to allow for fire inspections as well as response. The awareness of operations and layout at this facility is a critical part of a safe response for the Pueblo Fire Department.

FINANCIAL IMPLICATIONS:

The cost of would the compliance with the MOU for building construction review and related inspections, fire safety inspections, and fire safety permits as provided in the MOU.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not applicable to this Ordinance.

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

1. MOU Pueblo Fire and Colorado DOC AMENDED

ORDINANCE NO. 10854

AN ORDINANCE APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COLORADO DEPARTMENT OF CORRECTIONS (DOC) AND THE PUEBLO FIRE DEPARTMENT ALLOWING THE AUTHORITY HAVING JURISDICTION (AHJ) OVER DOC FACILITIES OPERATIONS IN PUEBLO CITY LIMITS FOR BUILDING CONSTRUCTION PLAN REVIEW AND RELATED INSPECTIONS, FIRE SAFETY INSPECTIONS, AND FIRE SAFETY PERMITS AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The MOU between the Colorado Department of Corrections and The Pueblo Fire Department, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

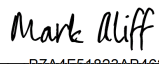
If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 25, 2024.

Final adoption of Ordinance by City Council on December 9, 2024.

DocuSigned by:

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President of City Council

Action by the Mayor:

☒ Approved on 12/11/2024 | 10:03 AM MST.

☐ Disapproved on _____ based on the following objections:

Signed 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:
my SSS
7C02E8DFFC3D43C...

City Clerk

Memorandum of Understanding
between
Colorado Department of Corrections
and
The Pueblo Fire Department

THIS AGREEMENT has been made by and between the Pueblo Fire Protection District ("Fire Department") and the Colorado Department of Corrections (CDOC), singly referred to as an (MOU) for the purpose of facilitating emergency response cooperation between their respective Agencies for the CDOC facilities, buildings, operations and other properties associated with the La Vista Correctional Facility, Youthful Offender System and San Carlos Correctional Facility;

WHEREAS, included within the boundaries and jurisdiction of the Fire Department are some CDOC facilities, buildings, operations and other properties;

WHEREAS, CDOC requests Fire Department to provide certain fire prevention, fire suppression and hazardous material services to and for the benefit of CDOC, and Fire Department is agreeable to providing fire prevention, fire suppression and hazardous materials services and assistance to CDOC;

WHEREAS, Fire Department has authorities and responsibilities as defined in state statutes, rules and policy to serve as the responsible Fire Department within the fire district;

WHEREAS, the state of Colorado, acting through and by the CDOC, shall remain the authority of jurisdiction under the State Buildings Programs of the Office of the State Architect (OSA) rules, policies and adopted codes;

WHEREAS, the Fire Department has the statutory authority as the Designated Emergency Response Authority (DERA), the agency that is responsible for all operations related to a hazardous material incident.

NOW THEREFORE, the Agencies agree as follows:

A. POINT OF CONTACT INFORMATION:

1. Pueblo Fire Department

	Primary Representative	Alternative Contact
Name:	Barbara Huber	Keith Novak
Title:	Fire Chief	Deputy Chief
Telephone:	719-553-2830	719-553-2830
Mailing Address:	1551 Bonforte Blvd. Pueblo, CO 81001	1551 Bonforte Blvd. Pueblo, CO 81001
Email Address:	b.huber@pueblo.us	knovak@pueblo.us

2. CDCOC Contact Information:

	Primary Representative	Alternative Contact
Name:	Patrick Fhuere	Tom Werlich
Title:	Warden	Warden
Telephone:	719-269-5100	710-583-5707
Mailing Address:	1410 W. 13th Street PO Box 3 Pueblo, CO 81003	1300 W. 13th Street PO Box 35010 Pueblo, CO 81003
Email Address:	patrick.fhuere@state.co.us	tom.werlich@state.co.us

3. The Point of Contact (POC) for each Agency, Facility or property shall be indicated as above.

4. Each agency, without invalidating the MOU, may a) assign representatives, b) redefine their authorities and responsibilities, or c) establish them as the “designated representative” for the Agency for particular responsibilities. Each Agency shall endeavor to notify the other Agency in a timely manner of such new contact information without the need to formally revise this MOU.

5. Colorado Dept. of Corrections Key Personnel:

A: Executive Director: The Executive Director is the individual with the ultimate authority as representative for prison operations throughout CDOC.

B: Director of Prison Operations: The Director of Prison Operations is the CDOC individual designated as the administrative head and authorized representative for prison operations throughout the CDOC.

C: Warden: The CDOC facility Warden is the individual designated as the administrative head and authorized representative for specific facilities or properties. The Warden has the authority to delegate responsibilities to designated representatives for specific facilities or properties.

D: Life Safety Coordinator: The Life Safety Coordinator serves under the authority of the Warden for each CDOC facility; the Life Safety Coordinator is responsible for emergency preparedness; fire safety code compliance and coordination of inspections.

E: Facility Management Services: The CDOC Facility Management Services oversees regulatory agency and code compliance for CDOC facilities and properties, including representation by the Office of the State Architect (OSA) Delegate, and the Life Safety Administrator for the CDOC.

6. Fire Department Key Personnel:

A: Fire Chief: The Fire Chief is the individual with the authority as representative of the Fire Department.

B: Fire Department Officer in Charge: The Fire Department Officer in Charge is the individual with command authority for Fire Department personnel at an emergency incident.

C: Inspector: An Inspector is an individual certified as Fire Inspector I by the state of Colorado Division of Fire Prevention and Control (or equivalent certification at the discretion of the CDOC) who performs inspections of fire

prevention and suppression controls as installed or implemented in buildings, facilities, operations, and other properties within the Fire Department's jurisdiction.

7. Designees:

Each of the Agencies' Key Personnel and POCs may designate and authorize another person to act, serve, or make decisions in their stead. References to their titles in this MOU shall be deemed to also include their designees.

B. FIRE PREVENTION:

1. Annual Inspections shall be conducted as required by statute, rule, policy, code or standard for CDOC facilities, buildings, operations and other properties. The CDOC POC may request additional inspections for each facility.
2. The Fire Chief and CDOC POC for each facility shall coordinate the scheduling of inspections at least 72 hours prior to the inspection. The inspections may be conducted in presence of the Fire Chief, at his discretion or at the request of the CDOC POC, or their designated representatives.
3. The CDOC shall conduct, or cause to be conducted by an Inspector certified as Fire Inspector I by the state of Colorado Division of Fire Prevention and Control (DFPC or equivalent certification at the discretion of the CDOC).
4. In the event that the Fire Department does not have the staff or resources to conduct such inspections, the CDOC may, at its sole discretion and expense, contract for inspection services. An advanced technical service agreement will be filed out and submitted to the CDFPC. The Fire Department will be notified of such inspections and provided with a copy of the inspection reports within 14 calendar days of completion of the inspection, with a copy of the report sent to the Life Safety Coordinator and the Life Safety Administrator at FMS.
5. The CDOC shall conduct, or cause to be conducted, Plan Reviews for all Capital Construction and Controlled Maintenance projects through an approved OSA Plan Review Agent. DFPC shall be the Authority Having Jurisdiction (AHJ) for fire suppression and alarms plan review, permitting and inspections.
6. Fire Department, as the Local Jurisdiction, shall conduct plan reviews and inspections utilizing the fire code adopted by OSA or DFPC at the time of such plan review or inspection shall be utilized. Fire Department shall complete the plan within thirty days of receipt of plan review or inspection comments regarding specific measures, as determined by OSA and CDOC, to address such corrective action.
7. Testing of fire protection, suppression or alarm systems shall be conducted by the Life Safety Coordinator. Testing criteria and methodology shall be based on IFC and NFPA standards at the time of such testing. The Fire Department and Life Safety Administrator will be notified of such testing and provided with testing reports.
8. Under the authority of the Warden, the Life Safety Coordinator and the Life Safety Administrator shall be responsible for coordination and scheduling of inspections and distribution of reports, plans of action and tests to the Agencies as required by statute, rule, policy and this MOU.
9. Corrective action recommended by the Fire Department in plan review or inspection comments shall reference specific fire code provisions, and is subject to OSA and CDOC discretion and the state of Colorado's laws, policies and rules for funds being appropriated, budgeted and otherwise made available to CDOC. CDOC shall prepare a written plan of action within thirty days of receipt of plan review or inspection comments regarding specific measures, as determined by OSA and CDOC, to address such corrective action.

C. EMERGENCY FIRE SUPPRESSION:

1. The CDOC staff requesting emergency Fire Department response shall describe the specific fire emergency incident in as much detail as possible.

2. The CDOC facility reporting the emergency shall assign at least 1 staff member to serve as the Emergency Contact Person for the emergency incident. The Emergency Contact Person shall mobilize at the facility main entry or checkpoint, as applicable, to meet the direct incoming Fire Department and personnel. CDOC staff shall accompany the Fire Department officer in Charge of the incident to the scene of the emergency and act as escort, advisor and emergency contact person relative to Fire Department access and fire suppression systems.

3. The Fire Department Officer in Charge shall be responsible for all Fire Department operations related to the emergency incident. The Fire Department Officer in Charge shall assess manpower and equipment requirements for all Fire Department operations related to the emergency incident. The Fire Department Officer in Charge shall advise the CDOC Emergency Contact Person of the need to deploy additional equipment and manpower to the scene of the emergency incident. The CDOC Emergency Contact Person shall coordinate escorts for Fire Department personnel with the approval of the facilities shift commander. The Fire Department's tools and equipment will be inventoried before entering into any facility.

4. Fire Department personnel and equipment shall not to be expected to deploy and provide emergency response services in a situation which is not secure from offenders who are housed at the facility. CDOC shall, to extent possible, evacuate offenders from the scene of the emergency incident and the immediate area of the Fire Department equipment and personnel.

5. Following the Fire Department deployment and prior to departure from the scene, the Fire Department Officer in Charge and the CDOC POC for each facility shall advise of any safety or fire hazard issues related to the emergency incident and Fire Department response.

6. Following the Fire Department deployment, the Fire Department Officer in Charge and the CDOC POC for each facility shall inspect all Fire Department equipment for accountability and to ensure that no equipment was tampered with. In the event that there is an issue, an incident report shall be completed prior to departure of the affected Fire Department equipment.

D. HAZARDOUS MATERIALS INCIDENTS:

1. The CDOC staff requesting any Fire Department or Designated Emergency Response Authority (DERA) response shall describe the hazardous materials incident including specific hazardous materials substance(s), extent of contamination and involvement of inhabited areas in as much detail as possible.

2. The CDOC facility shall maintain for use by the DERA and the Fire department a current list of all Material Safety Data Sheets (MSDS) on hazardous materials. DOC shall ensure this documentation is readily available to CDOC, DERA and Fire Department staff at the facility location.

3. The Agencies shall coordinate response activities with the DERA.

4. Security and other provisions for "Fire Suppression" listed in paragraphs C.1 through C.6 above shall apply to hazardous materials incidents.

E. FIRE PLANS:

1. The Warden or designee of the CDOC facility shall prepare a Fire Plan, including, but not limited to, fire safety and evacuation plans for emergency response and evacuation, and shall provide the Fire Plan for the Fire Department on an annual basis for review.

2. CDOC maintains Emergency Operation Plans (EOP) and conducts Incident Alert Drills (IAD) including periodic training exercises or tests of the EOP. After prior coordination, the Fire Department will be included on any full scale training exercises.

F. GENERAL PROVISIONS:

1. Integration and Formality of changes:

This MOU is intended to be the complete integration of all understandings between the Agencies unless otherwise stated herein.

- A. With the exception of changes to Point of Contact information per paragraph A above, no prior or contemporaneous addition, deletion or other amendment here to shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent notation, renewal, addition, deletion or other amendment here to shall have any force or effect unless embodied in a written agreement executed and approved by the appropriate authorities.
- B. Effective upon the final signature and execution of this MOU, all prior agreements or memoranda of understanding on the same subject (fire district services and support) are terminated.

2. Legal Authority:

The person or persons signing and executing this MOU do hereby warrant and guarantee that they have full authorization to execute this MOU.

3. Fiscal Obligation by CDOC:

CDOC will execute a commitment voucher prior to the creation of any financial obligation incurred by the CDOC.

4. Non-Binding Dispute Resolution:

Any failure of either party to perform in accordance with the terms of this MOU shall constitute a breach of the MOU.

- A. Should either party to this MOU object by written notification to the other party, regarding any action carried out or proposed subject to this MOU, the notified party shall respond in writing to the objecting party within fourteen calendar days.
- B. Within fourteen calendar days from the date of the written response, the Agencies, including the POCs, shall convene a meeting to attempt to resolve informally any dispute or alleged breaches concerning performance under this MOU.
- C. During the course of dispute resolution, the parties agree to maintain good-faith efforts to perform under the terms of this MOU.
- D. The preceding steps shall be completed prior to filing a court action regarding any dispute arising from this MOU, except actions filed by or against a third party.
- E. The Agencies will consult during this period to seek agreement on amendments to the MOU, or to take other actions that would avoid termination.

5. Term and Termination:

This MOU shall become effective upon the approval and signature by the authorized representatives of the agencies here to, and shall continue until such time as either agency gives thirty days of advance written notice of termination to the other agency. The parties will consult during this period under the provisions of non-binding dispute resolution (above) to seek agreement on amendments or other actions that would avoid termination. The agencies agree to conduct a good faith review of this MOU on or after the five year anniversary of the execution date, without invalidating this MOU.

ACCORDINGLY,

The duly authorized representatives of the respective Agencies to this MOU hereby sign and date as indicated below.

Pueblo Fire Department:

BY: _____ Title: _____ Date: _____

Authorized Representative

Colorado Department of Corrections:

By: _____ Date: _____

Matthew Hansen, Deputy Executive Director, CDOC

By: _____ Date: _____

Ashley Clark, Director of Finance and Administration , CDOC

END OF MEMORANDUM OF UNDERSTANDING



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO CONSERVANCY DISTRICT, A COLORADO CONSERVANCY DISTRICT, BY WHICH THE PUEBLO CONSERVANCY DISTRICT WILL PAY TO THE CITY OF PUEBLO \$75,000 FOR FUNDING OF A PORTION OF THE CITY PARK AND ARKANSAS RIVER CORRIDOR MASTER PLAN PROJECT, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ACCEPTING THE DISTRICT FUNDS, ESTABLISHING PROJECT NO. CI2456, AND BUDGETING AND APPROPRIATING THE FUNDS TO PROJECT NO. CI2456

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign an Intergovernmental Agreement accepting Pueblo Conservancy District funds in the amount of \$75,000 to be used to fund, in part, the City Park and Arkansas River Corridor Master Plan Project.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

In 2017, the City in cooperation with the Pueblo Conservancy District, championed an effort to provide a Master Plan for the 2.75-mile stretch of the Arkansas River Flood Levee adjacent to Historic Downtown Pueblo. The planning process was initiated in response to ongoing work at that time to lower the existing Levee in this area, develop safety features to the popular whitewater course, enhance the murals, and assess the opportunities and challenges of this urban river park. The plan laid out a vision for the area below 4th Street bridge, which increased community focus on active river recreation, improved connectivity to the river, improved the ecology of the river, and

increased economic development opportunities.

In early 2024, the City and the Pueblo Conservancy District partnered to solicit the expertise of a third-party consultant to help expand the vision of the Arkansas River Corridor for further development, specifically, from Pueblo Dam to Runyon Lake.

On November 11, 2024, City Council approved a Resolution awarding a contract to Confluence, Inc. for design services as part of the City Park and Arkansas River Corridor Master Plan Project ("Plan").

FINANCIAL IMPLICATIONS:

The Plan is expected to cost up to \$175,000. Pursuant to the Intergovernmental Agreement, the Pueblo Conservancy District will contribute \$75,000 to the project.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

The City Council could decide not to enter into the IGA to accept the \$75,000 offered by the Pueblo Conservancy District. The City Park and Arkansas River Corridor Master Plan Project will not be completed without the contribution from the Pueblo Conservancy District.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. IGA with PCD for CP and Arkanas River Corridor MP_11.25.24

ORDINANCE NO. 10855

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO CONSERVANCY DISTRICT, A COLORADO CONSERVANCY DISTRICT, BY WHICH THE PUEBLO CONSERVANCY DISTRICT WILL PAY TO THE CITY OF PUEBLO \$75,000 FOR FUNDING OF A PORTION OF THE CITY PARK AND ARKANSAS RIVER CORRIDOR MASTER PLAN PROJECT, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ACCEPTING THE DISTRICT FUNDS, ESTABLISHING PROJECT NO. CI2456, AND BUDGETING AND APPROPRIATING THE FUNDS TO PROJECT NO. CI2456

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

SECTION 1.

The Intergovernmental Agreement, dated November 25, 2024, by which the Pueblo Conservancy District will pay to the City \$75,000 to be used for the City Park and Arkansas River Corridor Master Plan Project, attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor of the City is authorized to accept the funds from the Pueblo Conservancy District and to execute said Intergovernmental Agreement on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest the same.

SECTION 3.

Project No. CI2456 City Park and Arkansas River Corridor Master Plan Project is hereby established, and the amount of \$75,000 is budgeted and appropriated.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 25, 2024.

Final adoption of Ordinance by City Council on December 9, 2024.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 12/11/2024 | 10:04 AM MST.

☐ Disapproved on based on the following objections:

Signed 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:

7C02EBDFFC3D43C...
City Clerk

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2024 ("Effective Date") between the Pueblo Conservancy District, a Colorado conservancy district established under the Conservancy Law of Colorado, hereinafter referred to as "District" and the City of Pueblo, a Colorado Municipal Corporation, hereinafter referred to as the "City". Together these entities may be referred to herein as the "Parties" or each individually as a "Party".

RECITALS

A. This Agreement is entered into pursuant to Sections 18(2)(a) and (b) of Art. XIV of the Colorado Constitution and §29-1-203, C.R.S. Each of the parties is a political subdivision of the State of Colorado within the meaning of section 29-1-202(2), C.R.S. (2010), and therefore, each is a government within the meaning of section 29-1-202(1), C.R.S. (2010).

B. The District was formed after the 1921 Pueblo Flood for the principal purpose of providing flood protection in a portion of the City of Pueblo. In furtherance of said purpose, it has constructed and has since maintained the so-called "Pueblo Conservancy District Levee" (the "Levee").

C. City is a Colorado home rule city organized and existing under and by virtue of Article XX of the Colorado Constitution.

D. In 2017, the City in cooperation with the District championed an effort to provide a Master Plan for the 2.75-mile stretch of the Arkansas River Flood Levee adjacent to Historic Downtown Pueblo. The planning process was initiated in response to ongoing work at that time to lower the existing Levee in this area, develop safety features to the popular whitewater course, enhance the murals, and assess the opportunities and challenges of this urban river park. The plan laid out a vision for the area below 4th Street bridge, which increased community focus on active river recreation, improved connectivity to the river, improved the ecology of the river, and increased economic development opportunities.

E. In early 2024, the City and the District partnered to solicit the expertise of a third-party consultant to help expand the vision of the Arkansas River Corridor for further development, specifically, from Pueblo Dam to Runyon Lake. The City Park and Arkansas River Corridor Master Plan Project ("Plan") will highlight opportunities and strategies for the segments from the north boundary of City Park and extending through both whitewater parks.

F. On November 11, 2024, City Council approved a Resolution awarding a contract to Confluence, Inc. for design services as part of the Plan.

G. The Plan is expected to cost up to \$175,000, funded with \$75,000 from the District, \$50,000 from the City's existing Conservation Trust Funds, and \$50,000 from the City's ARPA funds.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the Parties hereto do mutually agree as follows:

Article 1. Specific Provisions:

1.1 The District agrees to provide the City \$75,000 for the purpose of funding a portion of the Plan as detailed above in Recital E. The Parties understand that the District's obligation under this Agreement is only to provide funding for the Plan and it is the City's obligation to complete the Plan. The City shall bear all risk and responsibility related to management of and completing the Plan.

1.2 The City will use all funding sources it deems appropriate to complete the Plan. Those funding sources include American Rescue Plan Act (ARPA) funds, Conservation Trust Funds, and District contributions.

1.3 The District will pay the sum of \$75,000 to the City within fourteen (14) days of the execution of this Intergovernmental Agreement by the Parties.

Article 2. District's Contribution:

The City agrees that the funds committed by the District pursuant to the Agreement are intended by the District to be used to complete the Plan.

Article 3. Miscellaneous.

3.1 All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice through U.S. Mail shall be effective three (3) days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

If to City:	Mayor, City of Pueblo 1 City Hall Place 2nd Floor Pueblo CO 81003
with a copy to:	City Attorney, City of Pueblo 1 City Hall Place 3rd Floor Pueblo CO 81003
If to District:	Pueblo Conservancy District c/o Mr. Rick Kidd

Kidd Engineering, Inc.
P.O. Box 234
Pueblo, CO 81002

with a copy to: Mr. Donald J. Banner
P. O. Box 583
Pueblo, CO 81002

or to such address as such Party may have given to the other by notice pursuant to this paragraph.

3.2 This Agreement may not be assigned by either Party without the prior written consent of the other Party. Any attempted assignment in violation of this provision shall be void.

3.3 This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. All prior or contemporaneous oral agreements and discussions among the Parties or their respective agents or representatives relating to the subject matter are merged into this Agreement. This Agreement may be altered, amended, or revoked only by an instrument in writing signed by the Parties. Email and all other electronic (including voice) communications from either Party in connection with this Agreement are for informational purposes only. No such communication is intended by any Party to constitute either an electronic record or an electronic signature, or to constitute any agreement by any Party to conduct a transaction by electronic means. Any such intention or agreement is hereby expressly disclaimed.

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

3.5 The failure of either of the Parties to insist upon the strict performance of any provisions of this Agreement or to exercise any right, power, or remedy upon a breach thereof shall not constitute a waiver of that or any other provision of this Agreement or limit that Party's right thereafter to enforce any provision or exercise any right.

3.6 This Agreement is binding upon the Parties hereto and upon their respective legal representatives and successors.

3.7 The governing bodies of each of the Parties have authorized the execution of this Agreement by resolution or ordinance.

3.8 Each paragraph of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties.

3.9 If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any Party or as to all Parties, the Parties will immediately negotiate valid alternative portion(s) that as nearly as possible give effect to any stricken portion(s).

3.10 Nothing in this Agreement is intended, nor should it be construed, to create any

rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date first above written.

ATTEST:

PUEBLO CONSERVANCY DISTRICT

Secretary

By:_____
President of the Board

ATTEST:

MAYOR CITY OF PUEBLO

Marisa Stoller, City Clerk

By:_____
Heather Graham

[S E A L]



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2455, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$190,532.00 TO PROJECT NO. CI2455

SUMMARY:

This Ordinance approves and accepts a Generation Wild Planning Grant in the amount of \$190,532.00 awarded by the State Board of the Great Outdoors Colorado Trust Fund for the purpose of identifying access barriers to the outdoors for youth and families in Pueblo and Pueblo County.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Earlier this year, the City applied for a GOCO Generation Wild Planning Grant jointly with the Boys & Girls Club of Pueblo County, Pueblo County, Pueblo Zoo, Nature and Wildlife Discovery Center, and the Colorado Health Foundation (Communities That Care) to identify access barriers to the outdoors for youth and families in Pueblo and Pueblo County.

On October 2, 2024, the City was notified that the Great Outdoors Board voted to award the City of Pueblo the planning grant award of \$190,532. If the planning activities are well identified, another GOCO grant will be requested to cover Capital funds to enact the Pueblo Generation Wild Plan.

FINANCIAL IMPLICATIONS:

The match for this grant consists of in-kind which consists of Local Government Oversight of this grant by the Assistant Parks and Recreation Director.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Should the Council choose not to approve this grant agreement, the planning for identifying barriers to outdoor recreation amenities in Pueblo and Pueblo County will not take place, which will prevent the City from applying for a GOCO Capital Grant to address those barriers.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Pueblo_GOCO Generation Wild Planning Grant Agreement
2. EXHIBIT B - GOCO Generation Wild of the Pueblo Region Planning Grant Proposal Narrative
3. EXHIBIT C - Universal Budget for GOCO Generation Wild of the Pueblo Region
4. EXHIBIT D - GOCO Generaton Wild MOU_Third Party Beneficiaries

ORDINANCE NO. 10856

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2455, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$190,532.00 TO PROJECT NO. CI2455

WHEREAS, the State Board of the Great Outdoors Colorado Trust Fund has tendered a grant award in the total amount of \$190,532.00 upon conditions recited therein or incorporated therein by reference; and

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

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

SECTION 1.

The Grant Agreement, Generation Wild of the Pueblo Region, ("Agreement") between the City of Pueblo, a Colorado Municipal Corporation, and the State Board of the Great Outdoors Colorado Trust Fund, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

Project No. CI2455 – GOCO Generation Wild of the Pueblo Region Project is hereby established.

SECTION 4.

The grant award from the State Board of the Great Outdoors Colorado Trust Fund, totaling \$190,532.00 is hereby approved and accepted in accordance with the Agreement.

SECTION 5.

All funds accepted pursuant to this Ordinance shall be budgeted and appropriated into Project No. CI2455. Said funds shall only be expended and used for this project.

SECTION 6.

Pursuant to the Agreement, the State Board of the Great Outdoors Colorado Trust Fund, may unilaterally amend the terms of the Agreement or the amount of grant funds pursuant to an Option Letter or Grant Funding Change Letter. In the event GOCO 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. C12455, where said funds shall only be expended and used for this project.

SECTION 7.

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

SECTION 8.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 25, 2024.

Final adoption of Ordinance by City Council on December 9, 2024.

DocuSigned by:
Mark Cliff
B7A4F51823A8462...

President of City Council

Action by the Mayor:

☒ Approved on 12/11/2024 | 10:04 AM MST.

☐ Disapproved on _____ based on the following objections:

Signed 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

City Clerk

DocuSigned by:

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GRANT AGREEMENT

Project Name: Generation Wild of the Pueblo
Region
Completion Date: June 30, 2026
Contract No.:

PARTIES TO AGREEMENT

Board/GOCO: The State Board of the Great Outdoors Colorado Trust Fund
Address: 1900 Grant St., Suite 725, Denver, CO 80203
Telephone: 303-226-4533
Contact name: Leah Kahler

Grantee: City of Pueblo
Address: 1 City Hall Place, Pueblo, Colorado 81003
Primary Contact: Michael C. Sexton
Email: msexton@pueblo.us

Date: November 13, 2024

EXHIBITS

Exhibit A	Grantee Ordinance
Exhibit B	Project Application
Exhibit C	Approved Budget
Exhibit D	Governing Memorandum of Agreement between Grantee and Third-Party Beneficiaries

RECITALS

- A. The State Board of the Great Outdoors Colorado Trust Fund (“GOCO” or the “Board”) is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to GOCO and directs GOCO to invest those proceeds in the state’s parks, wildlife, open space and recreational resources.
- B. In 2015, GOCO created a statewide grant program, known as Generation Wild, pursuant to which eligible entities could apply for grants to connect communities to the outdoors. Since then, the Board has prioritized continued Generation Wild support in the GOCO 2020 Strategic Plan to advance equitable access to the outdoors through local coalitions that provide program and pathway opportunities to youth and families.
- C. City of Pueblo (“Grantee”) submitted a detailed application on behalf of Generation Wild of the Pueblo Region for planning of new Generation Wild communities. GOCO approved the community’s application on October 11, 2024. Their application is incorporated as Exhibit B (“Project Application”).
- D. The Board used its discretionary authority to approve funding for Grantee for the Project for fiscal year 2025.
- E. The parties intend this agreement to be the detailed grant agreement required by GOCO (“Agreement”).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties wish to enter into the Agreement as follows:

SECTION 1 – PROJECT SCOPE

1. Incorporation of Recitals. The Recitals set forth above are incorporated into this Agreement.
2. Grant and Project. GOCO awards to Grantee a grant in the amount not to exceed \$190,532.00 for fiscal year 2025 (“Grant”).

Payments shall be made to Grantee on an annual basis and subject to the terms and conditions set forth in this Agreement.

The Grant shall be used by Grantee solely to complete the Project as approved by GOCO. Grantee has provided GOCO with a resolution adopted by Grantee’s governing body authorizing Grantee’s acceptance of the Grant, subject to this Agreement, and designating an appropriate official to sign this Agreement on Grantee’s behalf. The resolution is attached as Exhibit A. Grantee agrees to use its best efforts to complete the Project.

3. Project Scope. Grantee will not materially modify the Project as described and incorporated as Exhibit B (“Project Application”) without the written approval of the Executive Director of GOCO (“Executive Director”). Any material change to the Project, whether or not such change is

approved in writing by GOCO, may result in a reduction of GOCO's Grant, and Grantor may require a refund to GOCO from Grantee, pursuant to Paragraph 10 of this Agreement. In addition, any material change to the Project that is not approved in writing by GOCO may result in termination of the Grant.

A. Outcomes. As noted in the Generation Wild planning grant request for proposals, the required minimum end product of this grant is as follows, in the form of one document sent to the GOCO Generation Wild Program Officer no later than July 1, 2025: 1. a proposed 5-year budget reflecting GOCO funds, matching funds, and other financial resources; 2. an operations plan for the next five years; 3. a list of desired programs and pathways for the next five years; and 4. commitments from partners. Your GOCO Generation Wild Program Officer is available to assist with this requirement. This requirement is in addition to the grant payment and reporting requirements enumerated in Section 2, Paragraph 8 of this Agreement.

4. Approved Budget. Grantee has completed a detailed budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee's anticipated direct costs associated with the Project, a copy of which is attached and incorporated as Exhibit C ("Budget").

5. Waiver. Prior to the disbursement of funds, the Executive Director in his or her discretion may waive certain conditions set forth in this Agreement. Anything else to the contrary notwithstanding, the exercise by GOCO staff ("Staff"), the Executive Director or GOCO of any right or discretion reserved to them under this Agreement shall not be deemed a waiver. Furthermore, no waiver by them under this Agreement shall constitute a waiver of any other requirements, actions, or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Staff, the Executive Director, or GOCO shall be effective unless in writing executed by them. Additionally, any failure by the Staff, the Executive Director or GOCO to take any actions as set forth in this Agreement shall have no legal effect on the contractual duties of the Grantee. Further, no waiver with respect to this Project, Grant, or Agreement shall constitute a waiver in any other GOCO-funded project.

6. Future Funding. This Agreement and the Grant only apply to the Project specifically described in this Agreement. GOCO makes no representations regarding future funding for future phases of the Project, whether or not described in the Interim Planning Documents, Project Applications, or otherwise.

SECTION 2 – GRANT PAYMENT

7. Payment of Grant. Payment of the Grant is subject to GOCO's determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant and that Grantee has complied with this Agreement, including Grantee's fulfillment of all conditions precedent to funding as set forth in Section 3. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable, including but not limited to adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future GOCO operating expenses and budgetary needs.

8. Payment Options. GOCO offers the following payment options. The Grantee may

request either one advanced payment or one progress payment each fiscal year.

A. *Advanced Payment.* The Grantee may request one advanced payment prior to beginning work on the Project per fiscal year. The Grantee may request 100% of the grant amount tied to that given fiscal year's budget for the Project. Funds to be paid in advance must be committed via executed contracts or other documentation.

Annually, at the end of GOCO's fiscal year which concludes on June 30, GOCO will conduct an audit of all expenditures made by the Grantee using GOCO advanced payment funds during the year (July 1 – June 30). This may include requests for any invoices, receipts, billing statements, evidence of payment, or other supporting materials relating to the receipt and use of GOCO funds by Grantee or third-party beneficiaries. The Grantee agrees to provide GOCO materials requested as part of any such review by July 15. GOCO shall provide the parties written notification if such review indicates deficiencies, errors, or other issues with money previously advanced. The parties agree to confer in good faith within thirty (30) days of receipt of any notifications to achieve a resolution, as appropriate.

B. *Progress/Final Payments.* Once work has started, the Grantee may request one progress payment on the Project per fiscal year. The Grantee may request up to 100% of the grant amount tied to that given fiscal year's budget upon Grantee's submission and GOCO's approval of a progress payment request. Any funds remaining at the Completion Date shall be payable upon Grantee's submission and GOCO's approval of a final payment request.

9. Payment Schedule. Grant payments will follow the Grantee's implementation schedule as set for in Exhibit B. Upon execution of this Agreement, the Grantee is authorized to request an advanced payment for the first year of implementation. The Grantee must expend or be under contract for at least 50% of the first year's budget to request advanced payment for the next year of implementation.

10. Withdrawal of GOCO Funding; Termination of Agreement. Anything in this Agreement to the contrary notwithstanding, with prior notice to Grantee, GOCO reserves the right to withhold or withdraw all or a portion of the Grant, to require a full or partial refund of the Grant, and/or to terminate this Agreement if GOCO determines in its sole discretion that:

A. *Altered Expectations.* Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant as approved by GOCO infeasible or impractical;

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from how the Project was presented, approved by GOCO without prior written approval of the Executive Director;

C. *Inaccuracies.* Any statement or representation made or information provided by the Grantee in this Agreement is untrue, inaccurate or incomplete in any material respect; or

D. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding listed in Section 3 below is not fulfilled by Grantee or is unsatisfactory to GOCO, in its sole discretion.

SECTION 3 – CONDITIONS PRECEDENT

11. Completion Date. Grantee shall spend down funds by December 31, 2025, and complete the Project and submit final payment reporting no later than June 30, 2026. Grantee may request an extension of the Completion Date in compliance with GOCO's Overdue Grants Policy, as may be amended from time to time by GOCO in its sole discretion. GOCO may elect to terminate this Agreement and deauthorize the Grant in the event this Completion Date is not met and/or Grantee fails to comply with the Overdue Grants Policy.
12. Grantee's Inability to Complete Project. If Grantee determines with reasonable probability that the Project will not or cannot be completed as approved by GOCO, Grantee will promptly advise GOCO in writing.
13. Third Party Beneficiaries. The Grantee is responsible for contracting with all third-party beneficiaries of the Grant to bind those beneficiaries to the terms and obligations set forth in this Agreement. Payments will not be released to any third-party beneficiary until a contract is in place. All contracts are to be attached as Exhibit D as executed.
14. Matching Funds. Matching funds in the minimum amount required by GOCO as set forth in Exhibit C, or as modified and approved in compliance with GOCO procedures, must have been received by Grantee, or the status of efforts to secure matching funding was disclosed and has been deemed satisfactory by Staff. Grantee shall provide evidence of matching funds as GOCO may require in its reasonable discretion.

SECTION 4 – OTHER PROVISIONS

15. Publicity and Project Information. GOCO has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge GOCO funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, GOCO shall be acknowledged as a contributor in the invitation for the event. GOCO shall be notified of any such events 30 days in advance. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly, members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials. Grantee shall cooperate with GOCO in preparing public information pieces, providing slides and photos of the Project (collectively, "Project Materials") from time to time, and providing access to the Project for publicity purposes. Grantee agrees that all copyrights and other property rights in the Project Materials developed by Grantee in conjunction with the Project are further owned by GOCO. Grantee forever and irrevocably assigns to GOCO, without further consideration, all right, title and interest in such copyrights and other proprietary rights. Grantee agrees that GOCO, its successors and assigns shall have the exclusive right to file copyright applications in the United States and throughout the world to the Project Materials or any portion of them in the name of GOCO. Grantee agrees that GOCO, its successors, and assigns may act as attorney-in-fact to execute any documents that GOCO deems necessary to record this Agreement with the United States Copyright Office or elsewhere. Grantee agrees to execute any and all documents reasonably requested by GOCO to enforce GOCO's rights under this provision.

16. Reporting Data. Evaluation reporting must adhere to timelines, templates, and/or guidelines established by GOCO evaluator. Grantee will be required to plan and implement an evaluation of all programs, pathways, and places activities and report evaluation progress and results quarterly through a web-based system, with technical assistance from GOCO contract evaluator. Evaluation activities will include tracking program and pathway implementation (e.g., number of youth participating in each session), implementing youth surveys before and after select program and pathway opportunities, measuring activation of places, and tracking youth advisory council activities.

17. Liability.

A. *Liability.* To the extent allowed by law, Grantee shall be responsible for any and all liabilities, claims, demands, damages, or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement (with the exception of potential claims between GOCO and Grantee relating to performance of this Agreement). Grantee agrees that GOCO shall not be liable or responsible for any such liabilities resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee waives any and all rights to any right of contribution from the State of Colorado, GOCO, its members, officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.

B. *No CGIA Waiver.* No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protections provided to GOCO under the Colorado Governmental Immunity Act as amended or as may be amended in the future (including without limitation any amendments to such statute, or under any similar statute that is subsequently enacted) ("CGIA"). This provision may apply to the Grantee if the Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. GOCO and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of GOCO, its members, officials, agents, and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of GOCO, its members, officers, agents and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements.

D. *Nondiscrimination.* During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex, and shall comply with any other applicable laws prohibiting

discrimination. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

18. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation, and maintenance of the Project. Grantee shall retain the accounts, documents, and records related to the Project for five years following the date of disbursement by GOCO of the Grant funds, and they shall be subject to examination and audit by GOCO or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

19. Breach. In addition to other remedies available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Agreement, GOCO shall have the following non-exclusive remedies:

A. *Prior to Payment of Grant.* GOCO reserves the right to withdraw funding and/or terminate this Agreement.

B. *After Payment of Grant.* GOCO reserves the right to seek equitable relief and/or all other remedies as available to it under applicable law, including but not limited to the return of all or a portion of the Grant. Further, GOCO reserves the right to deem Grantee ineligible for participation in future GOCO grants, loans, or projects.

20. GOCO Policies. With regard to all named GOCO policies referenced in this Agreement, Grantee acknowledges it has received a copy of the policies or otherwise has access to the documents in connection with this Agreement and is familiar with their requirements.

21. Miscellaneous Provisions.

A. *Good Faith.* Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.

B. *Assignment.* Grantee may not assign its rights or delegate its obligations under this Agreement without the express written consent of the Executive Director, who has the sole discretion to withhold consent to assign.

C. *Applicable Law.* Colorado law applies to the interpretation and enforcement of this Agreement.

D. *Status of Grantee.* The parties acknowledge that GOCO lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee, or agent of GOCO or the State of Colorado.

E. *Time is of the Essence.* Time is of the essence in this Agreement.

F. *Survival.* The terms and conditions of this Agreement, including but not limited to Grantee's obligations, shall survive the funding of the Grant and the Project.

G. *Fax and Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement. In addition, the parties agree to recognize signatures to this Agreement made electronically and transmitted electronically or by facsimile as if they were original signatures.

H. *Notice.* Any notice, demand, request, consent, approval, or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first-class mail, postage prepaid, to the addresses shown on Page 1 of this Agreement.

I. *Construction; Severability.* Each party has reviewed and revised (or requested revisions of) this Agreement, and therefore any rules of construction requiring that ambiguities be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement. If any provision in this Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Agreement is declared void or unenforceable, it shall be deemed severed from this Agreement, and the balance of this Agreement shall otherwise remain in full force and effect.

J. *Entire Agreement.* Except as expressly provided, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

K. *Termination of the Board.* If Article XXVII of the Colorado Constitution, which established GOCO, is amended or repealed to terminate GOCO or merge GOCO into another entity, the rights and obligations of GOCO under this Agreement shall be assigned to and assumed by such other entity as provided by law, but in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

IN WITNESS WHEREOF, the parties execute this Agreement effective as of _____.

STATE BOARD OF THE GREAT
OUTDOORS COLORADO TRUST FUND

GRANTEE:
By:

Jackie Miller
Executive Director

Name:
Title:

GOCO program staff:
Route Grant Agreement to
Executive Director for
signature:

Name: Leah Kahler
Title: Grants Officer

EXHIBIT A
Grantee Ordinance

EXHIBIT B
Project Application

EXHIBIT C
Approved Budget

EXHIBIT D
Governing Memorandum of Understanding between Grantee and
Third-Party Beneficiaries

Community

Pueblo City and County

Pueblo City and County are rich in cultural, ethnic, and economic diversity, with a population of around 170,000. Approximately 22% of the population is under 18 years old, and about 20% of these children live at or below the Federal Poverty Level. The majority race is white at 50%, followed by the Latinx population at 44%. The “Y-Zone” neighborhoods—Bessemer, Eastside, and Westside—were built by the mill’s immigrant workforce and exemplify challenges from historical discrimination. These areas, along with the low-income, rural community of Avondale in east Pueblo County, will be the focus of our initiative due to their economic disadvantages and historically low investment levels.

Why We Serve the Kids of Pueblo

We are compelled to serve Pueblo's kids because they face significant barriers to experiencing the outdoors. Many families live at or below the poverty level, limiting access to transportation and equipment for outdoor activities. Decades of discrimination have led to underinvestment and a lack of infrastructure in their neighborhoods, creating physical barriers like a lack of safe sidewalks, lighting, signage, and access to walkable green spaces. Additionally, a lack of culturally relevant programs and spaces can prevent families from participating in outdoor activities. Our initiative aims to enhance youth engagement in Pueblo's outdoor spaces by reducing these barriers and increasing access.

Core Team

The core team championing the planning activities for this new coalition includes the City of Pueblo Parks & Recreation, Pueblo Communities That Care (CTC), the Boys and Girls Clubs, the Nature and Wildlife Discovery Center (NWDC), the Pueblo Zoo, and the Pueblo County Department of Parks & Recreation.

Pueblo Communities That Care (CTC) is a key player in this coalition, funded through 2026 with the potential for an additional five-year extension. CTC exemplifies ongoing efforts aligned with the GenWild initiative’s goals, effectively engaging youth in its activities and decision-making processes.

The Boys and Girls Clubs of Pueblo County have successfully leveraged a CPW Outdoor Equity Grant to establish an outstanding Outdoor Equity and Education Manager. This role has developed strong partnerships with coalition partners, including Trout Unlimited, providing Club participants with enriching outdoor activities that promote awareness, learning, discovery, and passion for the outdoors while strengthening pro-social protective factors.

The Nature and Wildlife Discovery Center (NWDC) operates locations in Pueblo and Beulah and houses the only Raptor Rehabilitation Center in southern Colorado. Annually, NWDC engages over 20,000 participants through field trips, bird of prey presentations, community programming, and various outdoor recreational opportunities across the 650 acres of public land they manage. NWDC’s award-winning Earth Studies Program, Earthkeeper Nature School, and 36-week K-8 Outdoor Explorations Program provide comprehensive outdoor education for students. NWDC boasts strong, long-standing relationships with local school districts D60 and D70, as well as CSU-Pueblo, promoting pathways for outdoor career exploration.

The Pueblo Zoo is a vital partner, collaborating with the School and Outdoor Learning Environments (S.O.L.E.) program to target schools in need of nature education. The Zoo also offers a 36-week homeschool enrichment program in collaboration with Alpine International Preparatory Academy. The Zoo’s Director of Education is a member of TEN (Teaching Environmentalism Naturally) for Pueblo and

Fremont counties, empowering teachers with environmental resources and continuing education through the Colorado School of Mines.

Recently, the City of Pueblo was awarded a grant by the Colorado Outdoor Recreation Industry Office's Colorado State Outdoor Recreation Grant program to create the Pueblo Office of Outdoor Recreation, the second of its kind in Colorado. This office provides the coalition with direct access to both knowledge and decision-making influence within the city to further program goals.

The Pueblo County Department of Parks & Recreation is committed to participating in the planning coalition to ensure the County's outdoor resources are leveraged for this effort. They will facilitate the inclusion of targeted individuals living outside the city limits, specifically youth and their families from Avondale and, in the future, the Salt Creek neighborhood. The objectives of the GOCO Generation Wild grant align with the County's Master Plan to build a Natural Resources & Outdoor Education Department, with a focus on sustainability as a key planning tenet to avoid the need for human capital and other long-term costs and overhead that require ongoing resources.

Additional Partners

Partners anticipated to join the coalition early in the planning process include:

- **Colorado State University Pueblo:** Offers practicum and internship opportunities in Outdoor Recreation and Natural Resources.
- **Local School Districts:** Commit to annual budgetary allocations for outdoor experiences.
- **Colorado Parks and Wildlife:** Provides youth interpretive and wildlife educational opportunities through the TEN program and other activities at Lake Pueblo State Park.
- **Local Clubs:** Include the Colorado Mountain Club, Southern Colorado Trail Builders, Lake Pueblo Sailing Club, Pueblo Astronomical Society, Arkansas Valley Audubon, and Trout Unlimited.

Current State of Outdoor Places and Trails

Pueblo and its surrounding areas offer an abundance of outdoor amenities, providing diverse recreational opportunities. Lake Pueblo State Park, the most visited state park in Colorado, boasts miles of trails¹ for hiking and mountain biking, various water sports, and the Arkansas Headwaters. Nearby, Pike San Isabel National Forest and the city-owned Pueblo Mountain Park² provide access to a robust trail system in an entirely different ecosystem. Additionally, the extensive Pueblo River Trail System³ offers miles of maintained paths for pedestrians and bicyclists, along with a kayak course in downtown Pueblo. Some of Colorado's best rock climbing, fly fishing, and white-water rafting are less than an hour's drive, and with Monarch Mountain just 2.5 hours away, Pueblo is a gateway to year-round outdoor adventures.

Currently, outdoor spaces and trails in our community are widely used but face several challenges, primarily limited budgets, lack of connectivity, accessibility issues, and safety concerns. Consequently, these spaces are understaffed, lack essential amenities such as lighting and signage, and suffer from significant deferred maintenance, which can deter use, especially during evening hours or in less populated areas. While youth and families utilize these areas, the absence of structured programs and safe environments restricts Pueblo's outdoor recreational resources from reaching their full potential.

¹ [Lake Pueblo State Park Trails Map](#)

² [Pueblo Mountain Park Map](#)

³ [City of Pueblo Trails Map](#)

Planning

Barriers to Access

Despite living in an area with abundant natural beauty, Pueblo's youth and families face several barriers to accessing nearby nature. The Pueblo Communities That Care (CTC) coalition has focused on understanding how youth would like to engage in safe, enriching, youth-centered spaces, and addressing barriers to accessing these spaces. These barriers include⁴:

- **Family Obstructions:** Many parents do not prioritize outdoor activities.
- **Personal Hindrances:** Some youth are unsure of what activities to do outdoors or feel unprepared for nature-based experiences.
- **Distance:** Proximity to outdoor spaces is a significant barrier, with many youth living too far from parks and trails.
- **Transportation:** Lack of transportation options prevents many families from visiting outdoor spaces.

In addition to the specific barriers identified by the Pueblo CTC, the Pueblo GOCO GenWild vision encompasses further exploration of barriers to experiencing the outdoors. Data on similar communities suggest additional potential barriers, including:

- **Costs:** Travel, parking, and admission fees can be prohibitive.
- **Perceived Benefits:** Prospective participants may not see the benefit of attending outdoor activities.
- **Language Accessibility:** Language barriers can prevent effective communication and engagement.
- **Representation:** Participants may not see themselves reflected in the subject matter, place, or experience.
- **Expectations:** Not understanding what is expected during outdoor activities can lead to feelings of judgment or discomfort.
- **Equipment:** Lack of appropriate equipment for nature-based activities can be a significant barrier.
- These barriers underscore the critical need to support Pueblo's youth and promote positive outcomes.

Vision for Improvement

This initiative aims to enhance youth engagement in Pueblo's outdoor spaces by reducing barriers and increasing access. By working closely with community and organizational partners, we will jointly create a sustainable outline for safer and more inclusive outdoor activities, ensuring continuous engagement with the outdoors for all youth in our community. We are committed to developing pathways for outdoor experiences for youth and families, especially in the Y-Zone and Avondale areas.

Coalition Vision- Programs and Pathways

The coalition's vision is to connect Pueblo youth with the outdoors through strategic partnerships and diverse outdoor experiences. We aim for everyone to develop a lasting relationship with nature. Our strategy includes businesses, churches, nonprofits, schools, outdoor spaces, built environments, local government, and both formal and informal community leaders. Rather than creating new spaces, we focus on understanding how young people and families want to engage with our existing rich

⁴ Pueblo Department of Public Health & Environment Community and Youth Spaces Survey, 2022

environments and removing barriers to participation. We are committed to learning from current GenWild communities, but most importantly our own community groups to best open the outdoors to youth and families.

Our vision centers on the sustainable development of nature-based programming for individuals aged 0-24 through a scaffolded matrix of programs. These programs will range from school-based and out-of-school time to meeting youth where they are and increasing their engagement based on interests and skills. Starting with place-based programs close to home in parks, schoolyards, and local organizations, we aim to build knowledge, comfort, trust, and confidence before expanding beyond their backyard and into the backcountry. Through carefully cultivated opportunities and partnerships with Colorado Parks and Wildlife, CSU-Pueblo, and local outfitters, we aim to create a seamless progression of outdoor experiences. Our core team's existing relationships with local institutions of higher education provide the ideal opportunity to promote pathways that expand the professional aspirations of youth interested in the outdoors.

Pathways Vision

- **Volunteer Opportunities:** To fulfill High School student volunteer hour requirements
- **Youth Jobs:** Seasonal or year-round positions in partner organizations, providing practical work experience in the outdoors.
- **Internships:** Paid internship opportunities offering career exploration and mentorship in outdoor and environmental fields.
- **Family Learning:** Programs designed to equip families with the tools and knowledge to support youth in pursuing and sustaining outdoor career aspirations.

Leveraging Community Partnerships for Collective Impact

Our coalition has the unique opportunity to leverage Civic Canopy's expertise in collective impact and community engagement. To maximize this opportunity and ensure the coalition's long-term effectiveness, the core team plans to collaborate with Civic Canopy to initiate a comprehensive collective impact effort during the early stages of the planning process. This partnership aims to establish sustainable backbone support for the initiative, focusing on community-based facilitation and development. Through this collaboration, we aim to cultivate local leadership and ensure that the initiative is deeply rooted within the community, fostering continuous engagement and impactful outcomes. We will leverage the five Boys and Girls Clubhouses⁵ in the Y-Zone and Avondale as hubs to activate our initial community engagement initiatives, gathering feedback directly from families where they are located.

The goal of the planning process includes ensuring it is participatory, community-driven, and inclusive of underserved populations, with input directly influencing the program and pathways to increase Pueblo's youth and families' access to nature and the outdoors. Strategies to achieve this include:

- **Engaging Community Members:** Holding meetings, focus groups, and community forums to gather input and feedback from a broad range of stakeholders, in the contributors in their place of safety
- **Building Trust:** Working with trusted community leaders and organizations to facilitate discussions and ensure that all voices are heard and valued. While placing individuals with whom the community personally identifies in positions to engage with them.

⁵ See supplemental document [Pueblo County blight map – Y Zone – BGCPC sites.pdf](#)

- **Removing Barriers to Participation:** Practicing language justice, and providing food, childcare, and transportation to make it easier for community members to attend meetings and participate in the planning process.
- **Compensating Participants:** Offering gift cards to compensate participants for their time and contributions, recognizing the value of their input, and ensuring a more equitable process.
- **Youth Leadership:** Youth voices will play a prominent role in the planning process. Facilitators will help youth participants understand existing outdoor opportunities and envision new possibilities, equipping them to engage meaningfully in the planning and development of these spaces. The Pueblo CTC model, with its Youth Advisory Council (YAC), will guide our engagement strategy.
- **Continuous Feedback:** Creating mechanisms for ongoing feedback and adjustment to ensure that the planning process remains responsive to community needs and priorities.

Success Measures

The community planning phase will be successful if we can:

- **Human-Centered Design⁶:** Ensure our approach honors people through human-centered design and grounded-theory data collection and analysis⁷.
- **Sustained Relationships:** Build lasting relationships with key partner organizations that have trusted and respected community-based connections.
- **Diverse Engagement:** Engage an audience that fully represents the diverse demographic makeup of the Pueblo community.
- **Barrier Identification:** Identify and address barriers to entry to ensure inclusive participation.
- **Organizational Clarity:** Gain clarity on what each participating organization can sustain collectively and individually.
- **Sustainable Programming:** Develop a scaffolded, sustainable matrix of programs to support youth and families in deepening their connection to nature.
- **Collective Knowledge:** Formalize the collective knowledge and resources of the coalition partners to create a continuum of opportunities that lead youth to explore potential careers in the outdoors.
- **Five-Year Fiscal Plan:** Create a comprehensive five-year fiscal implementation plan to ensure long-term success and sustainability.

This comprehensive approach ensures that the community engagement process will not only inform the coalition's planning but also sustain long-term success and impact, creating lasting opportunities for Pueblo's youth to connect with and thrive in the outdoors. Our initiative has the full support of local government. Pueblo City Mayor Graham and City Councilmember Sarah Martinez have endorsed the application and pledged support, including financial contributions from the City Council and County Board of Commissioners, typically awarding \$1,000-\$2,000 for such initiatives. This robust local government backing is crucial for sustaining and expanding our efforts, ensuring the continued success and impact of our programs.

⁶ [What Is Human-Centered Design? | HBS Online](#)

⁷ [An Overview of Grounded Theory Qualitative Research \(lumivero.com\)](#)

PROJECT BUDGET & DETAILS

APPLICATION SCOPE OF WORK

Source of Funds (CASH)	Date Secured	GOCO Funds	Matching Funds
GOCO Generation Wild of the Pueblo Region	10/11/2024	\$190,532.00	
City of Pueblo (City Council Discretionary)	TBD ~ 10/11/2024		\$2,000.00
Pueblo County (Board of County Commissioners Discretionary)	TBD ~ 10/11/2024		\$2,000.00
Source of Funds (IN-KIND)			
City of Pueblo	TBD ~ 10/11/2024		\$7,475.00
Pueblo County	TBD ~ 10/11/2024		\$6,500.00
Boys & Girls Clubs of Pueblo County	TBD ~ 10/11/2024		\$600.00
Colorado Health Foundation/Civic Canopy	TBD ~ 10/11/2024		\$1,350.00
<i>subtotal</i>		\$190,532.00	\$19,925.00
TOTAL SOURCE OF FUNDS			\$210,457.00

Use of Funds (CASH)	Description	GOCO Funds	Matching Funds	Total Funding
Personnel Services - Contracted Services	These are third party contractor positions with subject matter expertise.	\$119,500.00	\$0.00	\$119,500.00
<i>Boys & Girls Club of Pueblo County</i>	Generation Wild of the Pueblo Region Project Manager (PM): This position is responsible for coordinating the Generation Wild project, including recruiting, supporting, leading, and maintaining the Community Coalition, Youth Advisory Council(s), and community outreach activities to engage the target community populations to inform planning efforts. This position will lead communication efforts related to the effort with the coalition and agency, reporting on the project to contract monitors and at the local-level, work to build capacity for coalition members to begin and continue the work, and broker relationships to overcome barriers to planning participation and identifying barriers to implementation. This position also helps to coordinate the budget and data collection and analysis to ensure project objectives are met. 1 FTE	\$84,500.00		\$84,500.00
<i>Community Outreach Facilitators</i>	Effective planning efforts will require retaining promotoras/community health workers to effectively engage communities. (10 promotoras @ \$25/hour; est 40 hours each)	\$10,000.00		\$10,000.00
<i>Civic Canopy/Consultant</i>	Civic Canopy or another consultant will act as consultant to assist the Pueblo Region Project Manager with facilitation and training.	\$25,000.00		\$25,000.00
Personnel Services - Salaried Employees		\$27,300.00	\$13,975.00	\$41,275.00
<i>Boys & Girls Clubs of Pueblo County</i>	Project Supervisor: This position provides overall supervision of the project and is ultimately responsible for meeting project outcomes; provides direction to PM; ensures communication with fiscal agent to seamlessly manage funds. .20 FTE	\$27,300.00		\$27,300.00
<i>City of Pueblo</i>	Local Government Oversight - City of Pueblo Director of Parks & Rec: This existing position is Point of Contact for the local government agency of record.		\$7,475.00	\$7,475.00

<i>Pueblo County</i>	Local Government Oversight - Pueblo County Assistant Director of Parks & Rec: This existing position liaises between City, County, and the Coalition to ensure human and outdoor assets across Pueblo County are represented.		\$6,500.00	\$6,500.00
Personnel Services - Hourly Employees		\$3,848.00	\$600.00	\$4,448.00
<i>Boys & Girls Clubs of Pueblo County</i>	Hourly Program Support: This position provides support to the PM to manage meeting schedules, food and supply purchases, technology during meetings, printing, and other logistics to support smooth facilitation of community engagement meetings. This position also helps to purchase and coordinate all travel for staff and coalition members.	\$3,848.00		\$3,848.00
<i>Boys & Girls Clubs of Pueblo County</i>	Hourly Child Care: This position provides on-site child care at Community Engagement Events.		\$600.00	\$600.00
Supplies & Operating Expenses		\$27,525.00	\$5,350.00	\$32,875.00
<i>Training - Various Subject Matter Experts</i>	Training sessions for Coalition Members relevant to Planning efforts. Topics include DEI; University of Washington Center for Communities that Care Risk and Protective Factors; Collective Impact; Human Centered Design principles. To respect time limitations of coalition members, trainings will be Train the Trainer format to build members' ongoing internal capacity. Trainings will be held at different times but the cost is shown as a lump sum.	\$8,650.00	\$1,350.00	\$10,000.00
<i>Training - GOCO</i>	GOCO Shared Learning event, January 2025 travel costs/meals for 4 people [Denver GSA reimbursement rate for 3 dinner meals per participant (\$36 per meal) and mileage reimbursement at \$.65/mile for round trip Pueblo-Denver (230 miles)]. Partners in the Outdoors 2025 Conference for 2 people [\$700 person; this amount is inclusive of hotel, conference registration, and travel expenses].	\$2,430.00		\$2,430.00
<i>Office Supplies - Various Suppliers</i>	Items such as pens, paper, sticky notes, highlighters, tablets, file folders, desk equipment and organizational supplies, presentation boards, flash drives, batteries, and facilitation supplies that will be used by Program Manager at meetings and trainings. Budgeted \$300. Laptop and equipment for Program Manager. The laptops and equipment will not surpass \$1,600.	\$1,900.00		\$1,900.00
<i>Meeting Costs - Various Suppliers</i>	Snacks/food for meetings per month (estimated at \$10 per person x 15 persons x 10 meetings over 9 months) Total \$1500.00. Food at coalition capacity trainings (estimated at \$7 per person, at 15 persons for 3 trainings) Total \$315. Total \$1815.00	\$1,815.00		\$1,815.00
<i>Incentives - Various Suppliers</i>	Youth Advisers will be directly involved with the Planning project including helping to create and implement an action plan, provide youth voice in meetings, and attend outreach events for coalition member recruitment. Incentives to encourage community member participation (parent, youth, or resident) time and expertise to contribute to the goals of the coalition which can include gift cards, or other items with a monetary value such as food vouchers, gas cards etc. Youth advisors: 10 at a \$25 per 1.5 hour meeting per month (estimated at \$25 per month x 10 Youth Advisors x 9 months = \$2,250). Incentives for community member participation at 1 event per year including (estimated at 30 community members x \$100 each x 10 events = \$10,000).	\$8,250.00	\$4,000.00	\$12,250.00
<i>Technology Costs - Various Suppliers</i>	Zoom license for access to coalition meetings. One license at \$200. Wifi boosters such as hot spots or signal amplifiers, ear phones for coalition members to enable participation in meetings (estimated at \$25 each x 2 coalition members), website domains for coalition work \$100. Office 365 licenses for Community Mobilizers (\$30/month x 12=\$360) x 2=\$720. Total: \$1070.00	\$1,070.00		\$1,070.00

<i>Copy & Print Supplies - Various Suppliers</i>	Community engagement and meeting materials, training materials, flyers, promotional cards, and educational materials for surveys and events. Average is \$10 per month. Materials will be provided in English and Spanish as needed.	\$200.00		\$200.00
<i>Advertising and Promotional Costs - Various Suppliers</i>	Costs for recruiting and educating the community about efforts through social media boosts (using Facebook and Instagram platforms) and other media platforms such as Google ads.	\$1,000.00		\$1,000.00
<i>Translation - Various Suppliers</i>	Costs to translate printed items \$0.25 per word or provide translators for coalition meetings, trainings, etc. Average of \$100 per hour verbal translation.	\$2,000.00		\$2,000.00
<i>Postage</i>	Postage for direct mailings to coalition members, youth advisors, invitations, note cards, and other mailing of educational materials or correspondence. Estimated at \$5 postage x 12 months.	\$60.00		\$60.00
<i>Mileage for Staff</i>	Mileage paid at the City reimbursement rate of \$0.65 per mile for PM and program support/promotoras.	\$150.00		\$150.00
Grant Administration		\$12,359.00	\$0.00	\$12,359.00
<i>City of Pueblo</i>	Grant administration and oversight by fiscal agent equal to 5% of Total Direct Costs	\$12,359.00		\$12,359.00
<i>subtotal</i>		<i>\$190,532.00</i>	<i>\$19,925.00</i>	<i>\$210,457.00</i>
Use of Funds (IN-KIND)	Description	Matching Funds		
Category				
<i>vendor/service provider</i>				\$0.00
Category				
<i>vendor/service provider</i>				\$0.00
Category				
<i>vendor/service provider</i>				\$0.00
Category				
<i>vendor/service provider</i>				\$0.00
<i>subtotal</i>				<i>\$0.00</i>
		GOCO Funds	Matching Funds	
		<i>subtotal</i>	<i>\$190,532.00</i>	<i>\$19,925.00</i>
TOTAL USE OF FUNDS*				\$210,457.00

* The Total Use of Funds must equal the Total Source of Funds in the section above.

OTHER LEVERAGED RESOURCES (OPTIONAL)

CASH OR IN-KIND	Description	Total Funding
Category		
<i>Civic Canopy</i>	Coalition members have received training from Civic Canopy for \$12,250 (49 hours x \$250/hr quoted by Civic Canopy as their hourly rate). These trainings are relevant to these Planning efforts.	\$12,250.00
Category		
<i>vendor/service provider</i>		\$0.00
Category		
<i>vendor/service provider</i>		\$0.00
Category		
<i>vendor/service provider</i>		\$0.00
<i>subtotal</i>		<i>\$12,250.00</i>

TOTAL PROJECT VALUE		\$222,707.00
	<i>GOCO % of project cost</i>	91%
	<i>GOCO % of project value</i>	86%

EXHIBIT D

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made effective as of November 25th, 2024 between the Boys & Girls Club of Pueblo County, Pueblo Zoo, Nature and Wildlife Discovery Center, Pueblo County, Colorado Health Foundation/Civic Canopy, and the City of Pueblo, a Colorado Municipal Corporation. These entities are also referred to herein separately as Party or collectively as Parties.

I. Recitals

A. The City has applied for and received a planning grant from Great Outdoors Colorado, (GOCO) for Generation Wild of the Pueblo Region;

B. The Nature and Wildlife Discovery Center and the Pueblo Zoo are ineligible recipients of the grant, and the parties intend by this agreement for the City to be the conduit through which the Parties will receive the benefit of the grant;

C. The Grant Agreement is attached to this agreement as Exhibit “A”.

D. The City intends to bind itself to the Parties for all of the City’s obligations stated in the Grant Agreement;

E. The Parties intend to convey to the City a limited interest in the real property described in Exhibit “B” which limited property interest shall be for the purposes of satisfying the terms and conditions of the Grant Agreement;

Commented [MS1]: Is this required?

NOW, THEREFORE, in consideration of the foregoing Recitals, incorporated by this reference, and their mutual promises, stated below and other valuable consideration, the Parties have reached the following understanding:

II. Agreement

1. The City shall use its best efforts to fulfill all the conditions precedent to obtain the grant stated in the Grant Agreement. The Parties will cooperate with the City and provide all documents necessary for the City to fulfill the conditions precedent. The Parties further assume all other City liabilities and binds itself to the City for all the City’s obligations to GOCO, contained in the Grant Agreement.

2. The Parties agree to pledge the following in-kind match to the GOCO Generation Wild Planning Project: (i) Boys & Girls Club of Pueblo County, \$600 for hourly childcare during community engagement events; (ii) City, \$7,475 for Local Government Oversight; (iii) Pueblo County, \$6,500 for Local Government Oversight; (iv) Colorado Health Foundation/Civic Canopy, \$1,350 for community engagement events.

EXHIBIT D

3. Subject to any necessary appropriation by the respective Party's governing board, the Parties agree to pledge the following cash match amounts: (i) City of Pueblo, \$2,000 (City Council Discretionary); (ii) Pueblo County, \$2,000 (Board of County Commissioners Discretionary).

Commented [MS2]: All information from the Project Budget & Details. Should this information be referred to as Grant Agreement Exhibit C Approved Budget?

4. Unless a claim by GOCO arises out of the negligence or other wrongful act of the City, the Parties shall be responsible to the City for any claim under the Grant Agreement, in the same manner and extent as the City may be responsible to GOCO.

5. By executing this Agreement, the Parties do not waive any immunity or limit liability contained in the Colorado Governmental Immunity Act; do not create a multi-year fiscal obligation; and do not create any other financial obligation not supported by a current appropriation.

6. This agreement does not create any rights in any individual not a party to this agreement.

7. This document, and exhibits, shall constitute the entire agreement of the parties.

8. The Parties hereby grants to the City a limited license in, and right of entry to, the property described in Ex. "B" for the purposes stated in the Grant Agreement, Ex. "A", and for no other purpose. Such license and right of entry shall be exercised only in the event the Parties has failed to comply with the requirements of the Grant Agreement and shall include all rights reasonably necessary, as determined by the City, for the City to enter upon the property and perform its obligations to GOCO under the Grant Agreement. This right includes the ability of the City to use its employees, agents or outside contractors. This license and right of entry further includes the right to enter upon the property with any equipment or vehicles.

9. This agreement, including the limited right of entry and license, shall terminate simultaneously with the termination of all City obligations under the Grant Agreement.

10. All notices provided by any Party to another Party will be in writing and will be deemed to have been duly given when delivered personally or when deposited in the United States Main, First Class, postage prepaid, addressed as follows:

Boys & Girls Club of Pueblo County: Angela Giron, President/CEO, 635 W. Corona Avenue, Suite 100, Pueblo, CO 81004

City of Pueblo: Heather Graham, Mayor, 1 City Hall Place, Pueblo, CO 81003.

Pueblo County: Amanda Hobson, Deputy Director Pueblo County Parks and Recreation Department, 1543 Cooper Place, Pueblo, CO 81006

Colorado Health Foundation/Civic Canopy: Morgan Schmehl, Collaboration Manager, 3532 Franklin Street, Suite 1, Denver, CO 80205

EXHIBIT D

IN WITNESS WHEREOF, the Parties have executed this MOU as of the dates indicated below.

BOYS & GIRLS CLUB OF PUEBLO
COUNTY

By: _____
Name: Angela Giron
Title: President/CEO

MAYOR CITY OF PUEBLO

By: _____
Name: Heather Graham
Title: Mayor

PUEBLO COUNTY

By: _____
Name: Amanda Hobson
Title: Deputy Parks & Recreation Director

COLORADO HEALTH FOUNDATION
CIVIC CANOPY

By: _____
Name:
Title:



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 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 AN AGREEMENT BETWEEN PUEBLO SCHOOL DISTRICT 60, DBA PUEBLO CITY SCHOOLS, AND THE CITY OF PUEBLO FOR THE SCHOOL RESOURCE OFFICER PROGRAM DURING THE PERIOD OF JANUARY 1 THROUGH DECEMBER 31, 2025, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

The attached agreement details the obligations and responsibilities of each entity (City of Pueblo and Pueblo City Schools) in regard to the School Resource Officer (SRO) program from January 1, 2025, through December 31, 2025. It includes a compensation schedule by Pueblo City Schools (PCS) to the City of Pueblo, that represents a 9% increase in revenue over the 2024 schedule. The increase is the result of a pay raise that all officers will receive in 2025 and the corresponding benefit cost increases. Moreover, some School Resource Officers also received a salary step increase.

PREVIOUS COUNCIL ACTION:

On December 11, 2023, City Council approved Ordinance Number 10620 which provided for a similar agreement for the calendar year of 2024.

BACKGROUND:

This Ordinance approves an agreement between Pueblo School District 60, dba Pueblo City Schools, and the City of Pueblo regarding the School Resource Officer program. This agreement is an extension of services that have been provided since 1999. In order to provide law enforcement assistance and safety enhancing services for Pueblo School District 60, dba Pueblo City Schools, and its students, the City shall designate 10 Police Officers to serve as School Resource Officers in the four District 60 high schools, five middle schools, and Paragon Learning Center.

FINANCIAL IMPLICATIONS:

The City of Pueblo will see a 9% increase in total payments received from PCS in 2025 (an increase of \$13,292 over the course of the agreement). The increase is primarily the result of all officers receiving a salary increase for 2025 and the resulting impact on benefit costs. The City will receive \$67,986.66 per month for the months of January through December 2025. This compares to \$66,878.96 per month received in 2024. Total receipts in 2025 will be \$815,839.97 compared to \$802,547.51 received in 2024.

BOARD/COMMISSION RECOMMENDATION:

This agreement has been approved by the Pueblo City Schools Board of Education. The agreement was approved when it went before that board at their meeting on November 12, 2024.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

This agreement is an extension of services that have been provided since 1999. Without this agreement, there will be no School Resource Officers in the ten identified schools, nor any of the Pueblo City Schools. The City of Pueblo would also be giving up \$815,839.97 in revenue absent this agreement.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. SRO Agreement 2025 signed by D60

ORDINANCE NO. 10857

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN PUEBLO SCHOOL DISTRICT 60, DBA PUEBLO CITY SCHOOLS, AND THE CITY OF PUEBLO FOR THE SCHOOL RESOURCE OFFICER PROGRAM DURING THE PERIOD OF JANUARY 1 THROUGH DECEMBER 31, 2025, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to approve and enter into Agreements; and

WHEREAS, approval of the Agreement for the purposes for which it has been made is in the best interest of the City; NOW, THEREFORE,

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

SECTION 1.

The Agreement dated January 1, 2025, between Pueblo School District 60 and the City of Pueblo pertaining to the School Resource Officer Program during the period of January 1 through December 31, 2025, 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 the Agreement in the name of the City, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 25, 2024.

Final adoption of Ordinance by City Council on December 9, 2024.

DocuSigned by:

87A4F51623AB462...

President of City Council

Action by the Mayor:

- ☒ Approved on 12/11/2024 | 10:12 AM MST.
- ☐ Disapproved on _____ based on the following objections:

Signed 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:
lyssa
7C02EBDFFC3D43C...

City Clerk

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into effective as of January 1, 2025, by and between the Board of Education, Pueblo School District No. 60, Pueblo, Colorado (hereinafter referred to as the "District"), 315 West 11th Street, Pueblo, Colorado, and the City of Pueblo, a Colorado Municipal Corporation, for and on behalf of its Police Department (hereinafter referred to as the "City"), 200 South Main, Pueblo, Colorado.

WHEREAS, City and District have for several years undertaken a cooperative and cost-shared program known as the School Resource Officer Program (hereinafter referred to as the "Program"), involving the placement of a City Police Officer in each of District's high schools (grades 9 through 12) and District's middle schools (grades 6 through 8) in order to enhance safety and reduce crime within the schools to provide other law enforcement assistance to students and their families, and to enable students to internalize and accept a positive presence as a societal norm; and

WHEREAS, City and District mutually desire to extend the Program, at the schools identified in this Agreement or subsequently agreed upon, through calendar year 2025, subject to annual appropriation; and

WHEREAS, the District has authority to enter an agreement with respect to the Program pursuant to law, including but not limited to §22-32-122 and §29-1-203, C.R.S.; and

WHEREAS, it is necessary and appropriate for the City and District to enter into a written agreement setting forth their respective obligations and other terms and conditions for the Program, including the agreement of the parties with respect to cost-sharing for the program.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, City and District agree as follows:

I. OBLIGATIONS OF CITY

A. City shall designate certain City Police Officers, and a Police Sergeant, in the Pueblo Police Department ("Police Officers") associated with the Program to utilize space to be provided by District at each of the following District schools, unless otherwise agreed: South High School, East High School, Centennial High School, Central High School, Pueblo Academy of Arts, Nettie S. Freed Expeditionary School, Risley International Academy of Innovation, Heaton Middle School, Corwin International Magnet School, Paragon Learning Center (hereinafter collectively referred to as "Assigned Schools"). The City will designate a total of ten Police Officers and one Police Sergeant in order to provide law enforcement assistance and safety enhancing services for the District and its students. The designated Police Officers may also develop and conduct additional programs, which serve the purposes of the Program; provided that the nature of such additional programs shall be approved in advance by the District. The District is familiar with the services and activities currently being conducted under the Program at the Assigned Schools and agrees that these services and activities may be undertaken at the Assigned Schools. The designated Police Officers will, at all times during the effective term of this Agreement, remain employees of City. City will be responsible for providing such individual(s) with payment of

wages, health care benefits, and Workers' Compensation Insurance (including occupational disease) in accordance with applicable workers' compensation laws, FICA, and other requirements of law. Such Police Officers shall report to the City's assigned Program supervisor in the performance of services under this Agreement. City may, from time to time, reassign its employees and designate one or more replacement school resource Police Officers at any time.

B. The City shall also respond to and handle non-emergency calls at other schools of the District where there is not an assigned Police Officer and, to the extent reasonably possible, will dispatch a Police Officer from an Assigned School to do so. In order to facilitate notifying the City's Program Supervisor or his or her backup of a need for response to a school, the City will provide the District with a "contact or phone tree." The Police Sergeant will also provide support for the District's elementary schools to the extent that his/her services are not required at other Assigned Schools.

C. It is commonly recognized that Police Officers are required to maintain their efficiency and expertise through ongoing in-service and periodic specialized training courses. These training courses occasionally necessitate the officer being away from his or her Assigned School(s) for varied periods of time. In cases where the training is limited to five consecutive (5) days or less, the SRO Supervisor will rotate the existing remaining Police Officers to cover the shortage at the school affected by the training absence. In cases where the training absence is more than five consecutive (5) days, the City will provide a "substitute" Police Officer to cover the absence(s).

D. Similarly, Police Officers may not be available due to sick, injury, military or other types of leave, including scheduled vacation. In cases where the leave or vacation is limited to five consecutive (5) days or less, the Program Supervisor will rotate or temporarily reassign the existing remaining Police Officers associated with the Program to cover the shortage at the Assigned School affected by the absence, so that the Assigned School is not completely left without coverage. In addition, an appropriate credit in the District's ensuing month's payment under Subparagraph II.C.1.(a) below will be made for any Police Officer who is absent during a month for more than two consecutive (2) days, but less than five consecutive (5) days, and such absence was prearranged so that he/she could engage in activities other than those provided under this Agreement such as training, SWAT commitments, school closures, etc. Such credit will be given to the District at the rate of \$312.88¹ per day. In no event shall a credit be given for more than three (3) days for each period of Police Officer absence. In cases where the absence is more than five consecutive (5) days, the City will provide a "substitute" Police Officer to cover the absence(s).

E. When a substitute Police Officer is required, the City will be cognizant in its selection of the desirability of utilizing Police Officers who have previous experience as a School Resource Officer ("SRO") or are otherwise compatible for school environments. In addition and in order to provide a more consistent atmosphere, the City will, when reasonably possible, utilize

¹ Daily credit is calculated as follows: \$815,839.97 / 10 (SROs) = \$81,584.00 (avg salary) / 12 (months) = \$6,798.67 / 173.83 (hours per month) = \$39.11 (hourly) x 8 (hours per day) = \$312.88 credit per day.

the same officers for substitute purposes, rather than providing a different substitute officer every day.

F. After-School Activities: Each school, normally covered by a Police Officer, participates in annually recurring events that generally occur outside the normal school hours (After School Activities). Each School's assigned Police Officer may be asked to attend certain After School Activities. The City authorizes the applicable Police Officers to attend After School Activities set forth in Attachment No. 1.

G. Notwithstanding anything contained herein to the contrary, any liability of the City hereunder shall be subject to the conditions precedent and limits on liability set forth in the Colorado Governmental Immunity Act.

H. The parties understand and agree that City shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of the District, and shall be responsible in accordance with law for all withholding taxes, social security, unemployment, workers' compensation, and/or other employment taxes with respect to its employees, and shall indemnify and hold the District harmless from and against any and all claims for the same.

I. All records of police reports and citations associated with the Police Officer duties will be maintained by the Pueblo Police Department and will comply with the school reporting requirements set forth in § 22-32-146, C.R.S.

II. OBLIGATIONS OF THE DISTRICT

A. The District shall designate an office space at each high school and each middle school mutually agreed upon by City and the Principal, and will provide such space, including light and heat, at no charge to City, for the exclusive use of City's Police Officers. District shall also furnish, at District's expense, for the use of the assigned Police Officers at each school within the office space, the following items: one desk, three chairs, a telephone with at least one outside phone line, and a lockable three-drawer file cabinet which file cabinet shall be for the exclusive use of City's officers.

B. The designated office space shall be available to City's assigned Police Officers at all times when a school is open for educational or extracurricular activities. In addition, the District shall make reasonable effort to accommodate the City's need, in connection with the Program, to use such designated space at other hours when the school may not otherwise be open. Except in emergency circumstances, the District shall provide City at least 72-hour notification if the portion of the building allocated herein to City becomes temporarily unavailable.

C. The District will budget ten thousand dollars (\$10,000.00) ("Training Fund Monies") for potential use by the Police Officers associated with the Program to receive additional training and education during the year 2025. Training Fund Monies are intended to increase the skills of the Police Officers to meet the goals and needs of the Program and will not be used for "Basic School Resource Officer Training." All recognized and accredited school resource officer advanced training and educational opportunities which are directly related to the work performed for the Program shall be eligible. City shall submit proposed courses, programs, materials, or other opportunities to District for approval at least fifteen (15) business days prior to the proposed date

of the training. District shall notify of its approval of the training in writing within ten (10) business days of receipt of the proposal, which approval shall not be unreasonably withheld so long as the training is to increase the basic skills of the Police Officer to perform his or her duties in the public school environment. Failure of the District to respond in writing within ten (10) business days shall be deemed unconditioned approval for the training. District shall promptly pay invoices for training directly to the vendor or other provider. Travel expenses, including but not limited to meal stipend, gas mileage, and other ancillary costs shall be eligible for payment or reimbursement subject to the overall budget established by District under this Paragraph II.C. If District fails to promptly pay an invoice directly to a provider within forty-five (45) days after submission by City, City may pay the vendor and present to District an invoice requesting reimbursement, which shall be paid by District within thirty (30) days of the date of City's invoice.

D. Costs, Payment and Default:

(1) District shall promptly pay for District's share of Program costs within fifteen (15) days of the date of the invoice from the City as follows:

(a) For the City's ten (10) Police Officers and one (1) Police Sergeant in Assigned Schools, \$67,986.66 per month for the months of January through December 2025.

(b) If District defaults in any monthly payment of its share of Program costs, City may terminate this Agreement upon ten (10) days prior written notice.

(2) Both District and City are political subdivisions of the State of Colorado. City's Fiscal Year ends on December 31 of each calendar year, and District's Fiscal Year ends on June 30 of each calendar year. If either party does not appropriate sufficient funds to fulfill its cost sharing obligation under this Agreement for any Fiscal Year, then that party shall promptly notify the other party of such non-appropriation at least thirty (30) days prior to the end of the then expiring fiscal year and this Agreement shall be terminated effective upon expiration of the Fiscal Year (of the party that does not appropriate sufficient funds) in respect of which sufficient funds to make cost sharing payment were last appropriated.

(3) In the event of an early termination of this Agreement under section II.D. of this Agreement, any obligation of City to furnish Police Officers for the Program at District's schools shall cease.

D. Notwithstanding anything contained herein to the contrary, any liability of each of the parties hereto shall be subject to the conditions precedent and limits on the liability set forth in the Colorado Governmental Immunity Act.

E. The parties understand and agree that the District shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of City, and shall be responsible in accordance with law for all withholding taxes, social security, unemployment, workers' compensation, and/or other employment taxes with respect to its employees, and shall indemnify and hold City harmless from and against any and all claims for the same.

III. TERM/TERMINATION

Unless sooner terminated as provided herein, this Agreement shall commence on January 1, 2025, and terminate on December 31, 2025. By October 15, 2025, City will notify District of its proposed terms for a successor agreement for the following calendar year. District will respond to City within thirty (30) days regarding its acceptance or rejection of City's proposed terms; any additional terms District wishes to revise, delete, or add; and District's proposed contract price. Thereafter, representatives from the City and the District agree to negotiate a successor agreement for the following calendar year within a reasonable time, but no later than December 31, 2025.

IV. THIRD-PARTY RIGHTS NOT CREATED

This Agreement is not intended and shall not create any duty to any student, teacher, District employee, parent or any other person, firm or entity with regard to the provision of any law enforcement services, security, level of safety, or activities undertaken by City's officers or conditions resulting therefrom. No student, teacher, District employee, parent or other person, firm or entity shall be granted or have any private right of action, claim or civil liability remedy against the City or the District, or their respective officers, employees or agents, by virtue of this Agreement. Nothing in this Agreement shall be construed to create any liability, or to waive any of the immunities, limitations on liability or other provisions of the Governmental Immunity Act, §24-10-101 *et seq.*, C.R.S., or to waive any immunities or limitations on liability otherwise available to the City, the District, or their officers, employees or agents.

V. OTHER

A. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No modification of this Agreement, and no waiver of any of the Agreement's provisions or conditions, shall be binding unless made by written document signed by the parties. Any delegation or assignment of this Agreement by either party, without the prior written consent of the other party, shall be void. This Agreement shall be governed by, and construed according to, the laws of the State of Colorado.

B. This Agreement is intended to govern the agreement of the parties only with respect to conduct of the Program in the District's Assigned Schools, and, subject to the provisions of Paragraph I.B., the District's elementary schools.

C. The District certifies that neither it nor any members of its Board of Education, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities undertaken with federal financial assistance pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. The District and the City further agree that each respectively shall avoid all conflicts of interest which are prohibited by applicable federal regulations.

D. The City shall perform periodic reviews of this agreement. The Pueblo Police Department shall be responsible for this review, which shall be performed on periodic basis, as

requested by either party, by the School Resource Officer Sergeant, or otherwise as the Chief of Police shall designate, and shall include a representative of District, as designated by the Superintendent of Schools. The periodic review shall include, where appropriate, compliance with the terms and conditions of this agreement; identification of issues or problems and recommendations for improvement; and assessment of quality of services provided.

The parties agree always to be open to discussing any matter which may help maximize the positive effects of the services provided hereunder, or minimize its undesirable impacts. Nothing herein shall preclude a party from requesting the other party to initiate discussions regarding any provision herein, provided that this Agreement shall remain in effect during the period during which the parties are conducting such discussions. It is hereby understood that this clause subjects the parties to this Agreement to a simple obligation to consider in good faith any proposed modification(s) of this Agreement, subject to Article V, Section A. This Agreement shall remain unaltered and in force during any such period of consideration.

E. In the event this Agreement or any material provision hereof shall be declared to be invalid, unenforceable, or in violation of any applicable federal, state or local laws or regulations, the parties will immediately begin negotiations to modify or amend this Agreement in order that this Agreement shall, as amended, express and contain the understanding and intentions of the parties.

F. The subject heading of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of its provisions.

G. Except as set forth elsewhere in this paragraph, all notices to be given under this Agreement shall be made in writing, and shall be sufficient if delivered personally, or mailed by First Class United States Mail, postage prepaid, to the other party at the following addresses:

If to the District: Pueblo School District 60
Attention: Superintendent
315 W. 11th Street
Pueblo, CO 81003
Telephone: (719) 549-7100
barbara.kimzey@pueblod60.org

With a copy to: Michael Bayer
315 W.11th Street
Pueblo, CO 81003
Director of School Culture, Wellness and Safety
michael.bayer@pueblod60.org

If to the City: Pueblo Police Department
Attention: Chief of Police
200 South Main Street
Pueblo, CO 81003
Telephone: (719) 553-2420

With a copy to:

City of Pueblo Department of Law
Attn: Police Legal Advisor
1 City Hall Place
Pueblo, CO 81003
Telephone: (719) 562-3897

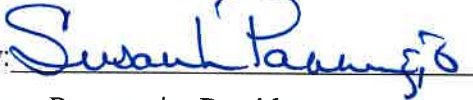
H. The District and the City shall comply with the provisions of applicable state and federal law, including the Family Education and Privacy Act of 1974 and its regulations, in providing access to and maintaining the confidentiality of student education records, personally identifiable information concerning students, and criminal justice agency records concerning students.

I. With regard to legal issues and contingencies, each signatory to this agreement acknowledges that they, and the other signatory, are subject to, and controlled by the provisions of the Colorado Governmental Immunity Act, Section 24-10-10 *et seq.*, C.R.S.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first written above.

BOARD OF EDUCATION
PUEBLO SCHOOL DISTRICT NO. 60
PUEBLO, COLORADO

By: 

Susan Pannunzio, President
Board of Education

CITY OF PUEBLO
A COLORADO MUNICIPAL CORPORATION

By: _____

Mayor Heather Graham

Attest: _____

City Clerk

Approved as to form:



Richard Bump
Caplan and Earnest LLC
Attorneys for Pueblo School District No. 60

Approved as to form:



Harley G. Gifford
Deputy City Attorney

Attachment No. 1

2025 School Resource Officer Program After-School Activities

Each school, normally covered by a Police Officer of the Pueblo Police Department (PPD), participates in annually recurring events that generally occur outside the normal school hours (after school activities). The following activities are authorized for Police Officer participation, and services will be provided by PPD Police Officers, as directed below, by school.

The four (4) high schools generally require the following, however high school principals have the flexibility of scheduling up to a maximum of any five (5) after school activities. Those five (5) scheduled activities must be scheduled with the School Resource Officer Program Sergeant **no later than 30 days prior to the event in which a Police Officer is requested**. Under no circumstances will the PPD provide Police Officer services for more than the five (5) after school activities that are detailed. If the District desires more PPD Police Officer services than those detailed in this attachment, they may obtain those services by paying the extra duty rate for Police Officers, which is currently \$107.91 per hour, per officer.

Centennial High School

1. Bell Bash – event held night before bell game where community, parents, students attend
 - a. 1 officer
 - b. 5 hours maximum
2. Bell Game
 - a. 3 officers
 - b. 5 hours maximum
3. Prom and after Prom
 - a. 1 officer
 - b. 8 hours maximum
4. Homecoming Dance
 - a. 1 officer
 - b. 8 hours maximum
5. Graduation
 - a. 1 officer
 - b. 5 hours maximum

Central High School

1. Bell Bash – event held night before bell game where community, parents, students attend
 - a. 1 officer
 - b. 5 hours maximum
2. Bell Game
 - a. 3 officers
 - a. 5 hours maximum
3. Prom and after Prom

- a. 1 officer
 - b. 8 hours maximum
- 4. Homecoming Dance
 - a. 1 officer
 - b. 8 hours maximum
- 5. Graduation
 - a. 1 officer
 - b. 5 hours maximum

South High School

- 1. Cannon Bash – event held night before bell game where community, parents, students attend
 - a. 1 officer
 - b. 5 hours maximum
- 2. Cannon Game
 - a. 3 officers
 - b. 5 hours maximum
- 3. Prom and after Prom
 - a. 1 officer
 - b. 8 hours maximum
- 4. Homecoming Dance
 - a. 1 officer
 - b. 8 hours maximum
- 5. Graduation
 - a. 1 officer
 - b. 5 hours maximum

East High School

- 1. Cannon Bash – event held night before bell game where community, parents, students attend
 - a. 1 officer
 - b. 5 hours maximum
- 2. Cannon Game
 - a. 3 officers
 - b. 5 hours maximum
- 3. Prom and after Prom
 - a. 1 officer
 - b. 8 hours maximum
- 4. Homecoming Dance
 - a. 1 officer
 - b. 8 hours maximum
- 5. Graduation
 - a. 1 officer
 - b. 5 hours maximum

The five (5) middle schools generally require the following, however middle school principals have the flexibility of scheduling up to a maximum of any five (5) after school

activities. Those five (5) scheduled activities **must be scheduled with the School Resource Officer Program Sergeant no later than 30 days prior to the event in which a Police Officer is requested.** Under no circumstances will the PPD provide Police Officer services for more than the five (5) after school activities that are detailed. If the District desires more PPD Police Officer services, than those detailed in this attachment, they may obtain those services by paying the extra duty rate for Police Officers, which is currently \$107.91 per hour, per officer.

Corwin Middle School

1. Open house for new students, parents, community
 - a. 1 officer
 - b. 2 hours
2. 8th Grade Graduation/Continuum
 - a. 1 officer
 - b. 2 hours
3. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
4. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
5. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours

Paragon Learning Center

1. Open house for new students, parents, community
 - a. 1 officer
 - b. 2 hours
2. 8th Grade Graduation/Continuum
 - a. 1 officer
 - b. 2 hours
3. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
4. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
5. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours

Heaton Middle School

1. Open house for new students, parents, community
 - a. 1 officer
 - b. 2 hours
2. 8th Grade Graduation/Continuum

- a. 1 officer
 - b. 2 hours
- 3. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
- 4. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
- 5. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours

Pueblo Academy of Arts

- 1. Open house for new students, parents, community
 - a. 1 officer
 - b. 2 hours
- 2. 8th Grade Graduation/Continuum
 - a. 1 officer
 - b. 2 hours
- 3. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
- 4. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
- 5. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours

Risley Middle School

- 1. Open house for new students, parents, community
 - a. 1 officer
 - b. 2 hours
- 2. 8th Grade Graduation/Continuum
 - a. 1 officer
 - b. 2 hours
- 3. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
- 4. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
- 5. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours

Nettie S. Freed Expeditionary School

1. Open house for new students, parents, community
 - a. 1 officer
 - b. 2 hours
2. 8th Grade Graduation/Continuum
 - a. 1 officer
 - b. 2 hours
3. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
4. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
5. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours

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2025 Pueblo Police Department (PPD) School Resource Officer (SRO) Costs

2016																	
NAME	RANK	WAGE	Uniform Allow	Health Ins or Other Pay	Death/Disa b 1-1-37NH-		Dental	FFPA (10.0%) (PERA)	Health Ins Single / Other	Health Ins E+S, E+C Family	HSA Contri	HSA Fee	Medicare (1.45%)	Workers Comp	5-Star Life Single	5-Star Life Family	TOTAL BENEFITS
					Pol	Disa											
Perez, Stephen	Sergeant	\$ 106,038	\$ 450		\$ 2,718	\$ 300	\$ 10,604	\$ 23,001		\$ 23,001		\$ 1,674	\$ 5,247		\$ 76	\$ 43,620	
Alvarez, Ray A.	Corporal	91,089	\$ 450		2,368	300	\$ 9,109	18,085	800	45	1,404	4,238	76	36,425			
Cira, Michael	Patrol Officer	83,650	\$ 450		2,175	300	\$ 8,365	23,001			1,226	3,585	76	38,728			
Baca, Javier	Patrol Officer	83,650	\$ 450		2,175	300	\$ 8,365	17,758			1,137	3,580	76	33,391			
Tillman, Brent D.	Corporal	91,089	\$ 450		2,368	300	\$ 9,109	17,837			1,226	3,898	76	34,814			
Purkett, Matthew A.	Corporal	91,089	\$ 450		2,368		\$ 9,109	21,407	800	45	1,264	3,789	76	38,858			
Corwin, Gavin	Patrol Officer	84,831	\$ 450		2,206	300	\$ 8,483	0			1,388	4,058	76	16,511			
Rue, Bryce	Patrol Officer	83,650	\$ 450		2,175	300	\$ 8,365	21,407	800	45	1,243	3,792	76	38,203			
Quintana, Adam	Corporal	88,476	\$ 450		2,300	300	\$ 8,848	23,001			1,347	3,935	76	39,807			
Giconi, Richard	Corporal	89,773	\$ 450		2,334	300	\$ 8,977	21,491	800	45	1,213	3,735	76	38,971			
Massmann, Ryan	Patrol Officer	88,476	\$ 450		2,300	300	\$ 8,848	21,407	800	45	1,207	3,681	76	38,664			

= significant decrease from predecessor

2024 SRO Agreement

NAME	RANK	WAGE
Perez, Stephen	Sergeant	\$ 105,154
Alvarez, Ray A.	Corporal	91,089
Cira, Michael	Patrol Officer	81,561
Baca, Javier	Patrol Officer	80,668
Tillman, Brent D.	Corporal	91,089
Purkett, Matthew A.	Corporal	91,089
Corwin, Gavin	Patrol Officer	82,183
Rue, Bryce	Patrol Officer	82,407
Quintana, Adam	Patrol Officer	84,708
Giconi, Richard	Corporal	88,476
Massmann, Ryan	Patrol Officer	88,476

Summary of 2024 Agreement Costs (last year)

2024 Proposed SRO Agreement has a total cost for SRO salaries and benefits of \$1,362,245.91. This increase is due to SRO staffing changes from 2023 to 2024 along with officers step pay increases. The City is proposing maintaining the previously agreed to share of 50/50 for the SRO Sgt and the 60/40 split for the ten (10) SRO's. (60% for PCS and 40% for the City)

PCS's share will be \$802,547.51 - payable in monthly amounts of \$66,878.96 (\$66,878.96 x 12 = \$749,031.52)

This represents a 7.13% increase in costs for PCS from 2023 to 2024.

	2025 SRO Agreement	2023 SRO Agreement	2024 SRO Agreement	Proposed 2025 SRO Agreement
2025 TOTAL EXPENSE	60% for 10 SRO's and 50% for Sgt	60% for 10 SRO's and 50% for Sgt	60% for 10 SRO's and 50% for Sgt	60% for 10 SRO's and 50% for Sgt
\$ 150,107.93				\$75,053.97
\$ 127,964.30				\$76,778.58
\$ 122,827.69				\$73,696.62
\$ 117,490.89				\$70,494.42
\$ 126,353.30				\$75,811.98
\$ 130,397.30				\$78,238.38
\$ 101,791.84				\$61,075.10
\$ 122,302.69				\$73,381.62
\$ 128,732.34				\$77,239.40
\$ 129,193.86				\$77,516.32
\$ 127,589.34				\$76,553.60
\$ 1,384,751.26	\$728,266.39	\$749,031.22	\$802,547.51	\$815,839.97

Monthly Amt= \$67,986.66

2025 Proposed SRO Agreement has a total cost for SRO salaries and benefits of \$1,384,751.26. This increase is due to SRO staffing changes from 2023 to 2024 along with officers step pay increases. The City is proposing maintaining the previously agreed to share of 50/50 for the SRO Sgt and the 60/40 split for the ten (10) SRO's. (60% for PCS and 40% for the City)

PCS's share will be \$815,839.97 - payable in monthly amounts of \$67,986.66 (\$67,986.66 x 12 = \$815,839.92)

This represents a 9% increase in costs for PCS from 2024 to 2025.

City Clerk's Office Item # **R13**



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Robert Jagger, Deputy City Attorney

SUBJECT: AN ORDINANCE AMENDING SECTION 15 OF CHAPTER 1 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE RELATING TO BUILDING PERMITS AND CIRCUMSTANCES IN WHICH PERMITS MAY NOT BE ISSUED

SUMMARY:

The proposed Ordinance amends Section 15 of Chapter 1 of Title IV of the Pueblo Municipal Code relating to building permits and circumstances in which permits may not be issued.

PREVIOUS COUNCIL ACTION:

Not applicable.

BACKGROUND:

City Code currently prohibits the issuance of building permits to persons who have failed to obtain a contractor's license or who are delinquent or indebted to the Pueblo Regional Building Department. The proposed Ordinance expands these requirements to the City. Building permits should not be issued to persons who are required to and have failed to obtain a City business license or who are indebted to the City including delinquent and unpaid sales taxes.

FINANCIAL IMPLICATIONS:

Costs to the City with respect to implementing and enforcing this requirement will be minimal and should result in financial benefit to City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

The Regulatory Compliance Committee recommends approval of the proposed changes.

ALTERNATIVES:

Not approve the Ordinance.

RECOMMENDATION:

Approve and adopt the Ordinance.

ATTACHMENTS:

1. Ordinance 4-1-15 building permits

ORDINANCE NO. 10858

AN ORDINANCE AMENDING SECTION 15 OF CHAPTER 1 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE RELATING TO BUILDING PERMITS AND CIRCUMSTANCES IN WHICH PERMITS MAY NOT BE ISSUED

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 15 of Chapter 1 of Title IV of the Pueblo Municipal Code is amended to read as follows:

Sec. 4-1-15. License fees and expiration dates.

- (a) The fees and charges for licenses, examinations, permits, inspections, reinspections and all other services or activities performed by the Department, the Building Official and the Boards shall be established by the resolution of the City Council. Unless specifically provided otherwise in this Title IV or in any major code or minor code, no fee or charge shall be pro-rated or refunded.
- (b) Before any license or registration is issued, the applicant shall pay an annual license or registration fee. All licenses or registrations shall become delinquent on December 31 of the year issued and shall be renewed annually upon application and payment of the license or registration fee; subject, however, to the following limitations:
 - (1) Renewal fees.
 - a. For all licenses renewed between December 1 and January 31 of the following year, the fee shall be equal to the annual fee.
 - b. For licenses renewed between February 1 and March 31 of each year, the fee shall be the annual license fee plus a penalty of fifty percent (50%) of the annual fee.
 - c. For licenses renewed between April 1 and May 31 of each year, the fee shall be twice the annual license fee. No license or registration shall be renewed after June 1.
 - (2) Application fee. An application fee as set by City Council shall be paid when an application is submitted to the Department. After review and acceptance of the application, the applicant will be notified of the outcome.
- (c) No permit shall be issued to:
 - (1) [any] **Any** unlicensed or unregistered person engaged in the construction business[, or];

- (2) Any person who has failed to obtain a license required under Title IX of the Code with respect to any permit to perform work activities in the City;**
- (3) [to any] Any licensed or registered person who is delinquent in paying the annual license or registration fee, who has failed to comply with a provisional order, whose license or registration is suspended or revoked, who is in any manner indebted to the Department or whose insurance has expired; or**
- (4) Any licensed or registered person who is in any manner indebted to the City including without limitation any licensed or registered person who is delinquent to the City for any taxes imposed pursuant to Title XIV of the Code.**

SECTION 2.

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

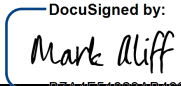
SECTION 3.

This Ordinance shall become effective on the thirtieth day 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 November 25, 2024.

Final adoption of Ordinance by City Council on December 09, 2024.

DocuSigned by:

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President of City Council

Action by the Mayor:

- ☒ Approved on 12/11/2024 | 10:12 AM MST
- ☐ Disapproved on based on the following objections:

Signed 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:
[Signature]
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City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE APPROVING AMENDMENT NO. 1 TO THE REAL ESTATE LEASE AGREEMENT BETWEEN THE PUEBLO RESCUE MISSION AND SAFESIDE RECOVERY FOR THE PROPERTY AT 710 WEST 4TH STREET SUBSEQUENT TO THE ACQUISITION OF THE PROPERTY BY THE CITY OF PUEBLO AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

Attached is an Ordinance approving Amendment No. 1 to the Real Estate Lease Agreement between the Pueblo Rescue Mission and Safeside Recovery for the property at 710 West 4th Street and authorizing the Mayor to sign the same.

PREVIOUS COUNCIL ACTION:

On October 23, 2023, by Ordinance No. 10581, City Council approved a Subrecipient Agreement with the Pueblo Rescue Mission by which Pueblo Rescue Mission executed a Promissory Note in favor of the City in the amount of \$400,000 for the purchase of the real property located at 710 W. 4th Street, Pueblo, Colorado (the "710 Property"). On October 15, 2024, by Ordinance No. 10819, City Council approved a new Subrecipient Agreement with the Pueblo Rescue Mission by which Pueblo Rescue Mission transferred the 710 Property back to the City as well as transferred 728 W. 4th Street, Pueblo, Colorado to the City.

BACKGROUND:

During its ownership, the Pueblo Rescue Mission leased office space in the 710 Property to SafeSide Recovery. The lease expires on September 15, 2025 and the current rent is \$450 per month. Amendment No. 1 recognizes the City as the new owner of the property, provides new notice provisions, and clarifies to whom rent payments should be paid.

SafeSide Recovery provides addiction support and recovery services to homeless and near homeless individuals in the City of Pueblo. SafeSide is assisting the City with the transition of the Rescue Mission and emergency shelter to a new provider. It has provided day programming for residents and assisted with staffing. It volunteered to provide this assistance without compensation. By Amendment No. 1 and in recognition of its assistance and efforts, the City is forgiving its monthly rent from November 1, 2024 through March 31, 2024.

FINANCIAL IMPLICATIONS:

The lease requires SafeSide to pay base rent to the City in the amount of \$450 per month beginning April 1, 2024.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, lease between the Pueblo Rescue Mission and SafeSide Recovery will not be amended.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Amendment No.1 to the Real Estate Lease Agreement for SafeSide Recovery

ORDINANCE NO. 10859

AN ORDINANCE APPROVING AMENDMENT NO. 1 TO THE REAL ESTATE LEASE AGREEMENT BETWEEN THE PUEBLO RESCUE MISSION AND SAFESIDE RECOVERY FOR THE PROPERTY AT 710 WEST 4TH STREET SUBSEQUENT TO THE ACQUISITION OF THE PROPERTY BY THE CITY OF PUEBLO AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The Amendment No. 1 to Real Estate Lease Agreement between the City of Pueblo, a Colorado Municipal Corporation and Life Continues, LLC, a foreign limited liability company dba SafeSide Recovery, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver the lease in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Ordinance and the attached Lease which are necessary or desirable to effectuate the transactions described therein.

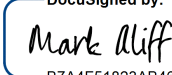
SECTION 3.

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 November 25, 2024.

Final adoption of Ordinance by City Council on December 9, 2024.

DocuSigned by:

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President of City Council

Action by the Mayor:

- ☒ Approved on 12/11/2024 | 10:13 AM MST.
- ☐ Disapproved on _____ based on the following objections:

Signed by:
Heather Graham
3A85956B7BCA462...

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:
ngs
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City Clerk

**AMENDMENT NO. 1 TO THE
REAL ESTATE LEASE AGREEMENT**

THIS AMENDMENT NO. 1 ("Amendment No. 1") to the Real Estate Lease Agreement is made and entered into this ____ day of December 2024 ("Effective Date") by and between the City of Pueblo, a municipal corporation ("City") and Life Continues, LLC, a foreign limited liability company dba SafeSide Recovery ("SafeSide").

WHEREAS, SafeSide entered into the Real Estate Lease Agreement with the Pueblo Rescue Mission on April 1, 2024, for the lease of two designated offices within 710 W. 4th Street, Suite G, Pueblo, Colorado (the "Leased Property"); and

WHEREAS, the City acquired 710 W. 4th Street, Pueblo, Colorado, including the Leased Property, by Quit Claim Deed from the Pueblo Rescue Mission on October 3, 2024; and

WHEREAS, SafeSide is assisting the City with the operation of an emergency shelter at 710 W. 4th Street, Pueblo, Colorado.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein, the parties agree as follows:

1. Landlord as used in the Real Estate Lease Agreement shall mean the City of Pueblo, 1 City Hall Place, Pueblo, Colorado 81003.
2. Tenant as used in the Real Estate Lease Agreement shall mean Life Continues, LLC dba SafeSide Recovery, 252 Writers Way, 201, Colorado Springs, Colorado 80903.
3. All lease payments shall hereinafter be made to the City of Pueblo, Department of Finance, 1 City Hall Place, Pueblo, Colorado 81003.
4. Monthly lease payments shall be suspended from November 1, 2024, through March 31, 2025. Lease payments shall renew again beginning on April 1, 2025, and be due pursuant to the terms of the Real Estate Lease Agreement until the expiration of the lease term or any extension thereof.

IN WITNESS WHEREOF, City and SafeSide have executed this Amendment No. 1 as of the date first written above.

ATTEST:

CITY OF PUEBLO,
a Municipal Corporation

City Clerk

By _____
Heather Graham, Mayor

APPROVED AS TO FORM:

City Attorney

Life Continues, LLC dba SafeSide Recovery

By: Rob D Miller

Rob D Miller
Print Name

Its: President