



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

**MONDAY, DECEMBER 23, 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

Michael F. Atlas-Acuna, Temple Emanuel

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF AGENDA

I. APPROVAL OF AGENDA

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

J. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the amended Minutes of the Regular Meeting dated November 25, 2024, and the Minutes of the Regular Meeting dated December 9, 2024, as distributed.

J1 Amended City Council Minutes November 25, 2024

J2 City Council Minutes December 9, 2024

K. CONSENT AGENDA

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

L. COMMUNICATIONS

M. RESOLUTIONS

- M1 A Resolution transferring funds in the amount of \$120,000.00 from Project Account CI2406 - Jan '24 Mayoral Runoff Election into Project Account CI2450 - Feasibility City Electric Study; awarding an agreement for Professional Consulting Services in the amount of \$300,000.00 to GDS Associates, a Georgia corporation authorized to do business in Colorado, for Project No. 24-132 Consultant for Comprehensive Energy Strategy Study; and authorizing the Purchasing Agent to execute same
- M2 A Resolution awarding a construction contract in the amount of \$106,010 to A5 Construction for Project No. 24-131, Concrete Improvements - Bonforte Boulevard Phase 2, setting forth \$15,990 for contingencies, and authorizing the Purchasing Agent to execute same
- M3 A Resolution authorizing payment in the amount of \$100,000 from Project CI2113 - American Rescue Plan Act for the purchase of 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
- M4 A Resolution approving Amendment No. 1 to the agreement for professional engineering services in the amount of \$85,466.00 between the City of Pueblo, a Colorado Municipal Corporation, and RESPEC Company, LLC, A South Dakota Limited Liability Company, for Project No. 24-098 State Fair and Bessemer Neighborhood Drainage Improvements Design and Analysis and authorizing the Purchasing Agent to execute the same
- M5 A Resolution awarding a construction contract in the amount of \$77,494.53 to Cumbre Solutions, LLC, for Project No. 24-137, Concrete Trail Repairs, setting forth \$22,505.47 for contingencies, and authorizing the Purchasing Agent to execute same
- M6 A Resolution awarding a construction contract in the amount of \$59,434 to Industrial Constructors /Managers, Inc. and setting forth \$5,943 for contingencies and additional work for Project No. 24-061 (WWAN04) FY2024 Wastewater Secondary Clarifier #1 AR Plate Replacement at the James R. Dilorio Water Reclamation Facility and authorizing the Purchasing Agent to execute the same.
- M7 A Resolution unobligating \$26,562.97 from two separate projects in project CI2113 – American Rescue Plan Act and reobligating the funds to the I.T. Fiber Expansion for the East Fire Station #6 Project as authorized by the American Rescue Plan Act and the U.S. Treasury Final Rule 31 CFR 35
- M8 A Resolution awarding a construction contract in the amount of \$18,053.75 to Cornejo Materials, for Project No. 24-127, Concrete Improvements - 410 Harrison Street, setting forth \$2,700.00 for contingencies, and authorizing the Purchasing Agent to execute same
- M9 A Resolution awarding a construction contract in the amount of \$10,327 to Cedar Ridge Landscape, Inc., for Project No. 24-092, Concrete Improvements - 2711 Withers Avenue, setting forth \$2,000 for contingencies, and authorizing the Purchasing Agent to execute same
- M10 A Resolution establishing Project No. PL2403, Pueblo Supplemental Planning and Demonstration in advance of the Pueblo Supplemental Planning and Demonstration SS4A Grant, transferring funds in the amount of \$9,829.80 from the Wages/Police Service salary savings account 101-20-2010-20-51030 for the future purchase of Light Detection And Ranging (LIDAR) technology
- M11 A Resolution ratifying an emergency construction contract in the amount of \$8,530.00 with Miller Pipeline, LLC., for Emergency Sanitary sewer point repair at 9 Tweed Ln., Project No. 24-033 (WWAN03) and approving the Purchasing Agent's execution of the same
- M12 A Resolution approving and accepting the Canvass and Abstract of Votes cast at the Special Municipal Election held on November 5, 2024 as part of a coordinated election

with Pueblo County

M13 A Resolution adopting and approving the City of Pueblo Electric Vehicle Readiness Plan dated November 2024

M14 A Resolution confirming the appointment by the Mayor of Beth Gladney to serve a three-year term expiring December 31, 2027, on the Historic Arkansas Riverwalk of Pueblo (HARP) Authority Board of Directors - City Appointment

M15 A Resolution confirming the appointment by the Mayor of Steven 'Chris' Noeller to the position of Deputy Mayor

M16 A Resolution ratifying PACOG's joint appointment of Brandon Martinez to the Pueblo Human Relations Commission in the youth member position

M17 A Resolution ratifying PACOG's joint appointment of Marlene Brooks to the Community Services Advisory Commission (CSAC)

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance approving and accepting a grant agreement and applicable conditions pertaining thereto with the Colorado Department of Local Affairs (DOLA) for the "Energy & Mineral Assistance Program" grant, in the amount of \$1,000,000.00 from November 26, 2024 through June 30, 2026, establishing project number PS2410, budgeting and appropriating funds into project PS2410 and authorizing the Mayor to execute same

N2 An Ordinance approving and accepting a grant award letter and applicable conditions pertaining thereto with the Colorado Department of Public Safety, Division of Criminal Justice for the "Byrne State Crisis Intervention Program" grant, in the amount of \$301, 648, from November 1, 2024 through December 31, 2025, establishing project number PS2411, budgeting and appropriating funds into project number PS2411, and authorizing Mayor to execute same

N3 An Ordinance approving and accepting a U.S. Department of Justice 2024 Edward Byrne Memorial Justice Assistance (2024 JAG) grant, Award #15PBJA-24-GG-05212-JAGX, and applicable conditions pertaining thereto, establishing project number PS2412, budgeting and appropriating funds not to exceed \$104,034.00, authorizing Mayor to execute same and related certifications, assurances, and other documents, approving and ratifying the September 9, 2024, Memorandum of Understanding concerning receipt and disbursement of funds, and authorizing Mayor to execute same and ratifying their signature thereto

N4 An Ordinance approving and accepting a grant agreement for the City of Pueblo from The Colorado Health Foundation, authorizing the Mayor to execute the same, establishing Project No. CI2458, and budgeting and appropriating funds in the amount of \$545,457.00 to Project No. CI2458

N5 An Ordinance approving a license agreement between the City of Pueblo, a Colorado Municipal Corporation, and Falcon Broadband, LLC., a Colorado Limited Liability Company dba, Stratus IQ

N6 An Ordinance approving a Memorandum of Understanding (MOU) and amendment to the Collective Bargaining Agreement (CBA) between the City of Pueblo, a Colorado Municipal Corporation, and the International Association of Firefighters (IAFF) Local 3 relating to sick leave verification

N7 An Ordinance amending Chapter 5 of Title II of the Pueblo Municipal Code relating to the Pueblo Commission on Energy

N8 An Ordinance amending Pueblo Municipal Code Section 11-4.5-4 Animal Holding Periods

O. APPROVAL OF CONSENT AGENDA

I move to approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for January 13, 2025, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

- Q1 A Resolution rescinding Resolution Number 13612, adopted February 13, 2017
- Q2 A Resolution authorizing payment from the council contingencies account in the 2024 general fund budget to Bessemer Historical Society, Inc. DBA Steelworks Center of the West in the amount of \$1,500 to sponsor the FACES of Colorado Fuel & Iron Company (CF&I) fundraiser at the Pueblo Convention Center on Saturday, January 18, 2025

R. ORDINANCES – FINAL PRESENTATION

- R1 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 - *Introduced December 9, 2024 by Councilor Brett Boston*
- R2 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 - *Introduced December 9, 2024 by Councilor Brett Boston*
- R3 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 - *Introduced December 9, 2024 by Councilor Brett Boston*
- R4 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 - *Introduced December 9, 2024 by Councilor Brett Boston*
- R5 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 - *Introduced December 9, 2024 by Councilor Brett Boston*
- R6 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 - *Introduced December 9, 2024 by Councilor Brett Boston*
- R7 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 - *Introduced December 9, 2024 by Councilor Brett Boston*
- R8 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 - *Introduced December 9, 2024 by Councilor Brett Boston*

- R9 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 - *Introduced December 9, 2024 by Councilor Brett Boston*
- R10 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 - *Introduced December 9, 2024 by Councilor Brett Boston*
- R11 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 - *Introduced December 9, 2024 by Councilor Brett Boston*
- R12 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 - *Introduced December 9, 2024 by Councilor Brett Boston*
- R13 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 - *Introduced December 9, 2024 by Councilor Brett Boston*
- R14 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 - *Introduced December 9, 2024 by Councilor Brett Boston*
- R15 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 - *Introduced December 9, 2024 by Councilor Brett Boston*

S. QUASI-JUDICIAL PROCEEDINGS

- S1 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 - *Introduced December 9, 2024 by Councilor Brett Boston*
- S2 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 - *Introduced December 9, 2024 by Councilor Brett Boston*

T. 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

President Aliff called the meeting to order at 7:31 pm.

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

Councilor Maestri, seconded by Councilor Gomez, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for December 09, 2024, and Order the Ordinances to be published BY TITLE.

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

P. REGULAR AGENDA

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.

Q. RESOLUTIONS

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 reserves 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,



Vincent Petkosek
Deputy City Clerk



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, DECEMBER 9, 2024 - 7:00 PM
MINUTES**

A. CALL TO ORDER

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

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Council Members Present: Mark Aliff, Brett Boston, Dennis Flores, Roger Gomez, Joe Latino, Sarah Martinez.

Council Members Present via Zoom: Regina Maestri.

Council Members Absent: None.

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

E. SPECIAL RECOGNITIONS

E1 PROCLAMATION PRESENTATION: "HUMAN RELATIONS DAY - DECEMBER 10, 2024" - DAWN TRIPP-SENA, CHAIR OF THE PUEBLO HUMAN RELATIONS COMMISSION

F. PUBLIC FORUM

- Ken Danti - Energy
- Elvis Martinez - Sales tax increase
- Ted Freeman - 24 out - 25 in
- Devin Flores - Homelessness
- Dianne Danti - Rescinding 100% renewable resolution

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 Boston, seconded by Councilor Gomez, moved to move M12 and N9 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 Passed 7-0.

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES 112524

Councilor Flores, seconded by Councilor Boston, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **November 25, 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

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

This Resolution was assigned as 15835.

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

This Resolution was assigned as 15836.

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.

This Resolution was assigned as 15837.

- M4 A RESOLUTION AWARDED 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**

This Resolution was assigned as 15838.

- 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**

This Resolution was assigned as 15839.

- 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**

This Resolution was assigned as 15840.

- 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**

This Resolution was assigned as 15841.

- 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**

This Resolution was assigned as 15842.

- 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**

This Resolution was assigned as 15843.

- 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**

This Resolution was assigned as 15844.

- M11 A RESOLUTION ACCEPTING AN EASEMENT AND RIGHT OF WAY FOR THE**

PORTLAND LIFT STATION FROM RAYMOND J. DETELLO

This Resolution was assigned as 15845.

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

This Resolution was assigned as 15846.

M14 A RESOLUTION RATIFYING THE PCCLD SELECTION COMMITTEE'S JOINT REAPPOINTMENT OF JEFFREY DEHERRERA TO THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES

This Resolution was assigned as 15847.

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

This Resolution was assigned as 15848.

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**
- 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

Councilor Boston, seconded by Councilor Gomez, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for December 23, 2024, and Order the Ordinances to be published BY TITLE.

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

P. REGULAR AGENDA

**M12 A RESOLUTION RESCINDING RESOLUTION NUMBER 13612, ADOPTED
FEBRUARY 13, 2017**

This item was removed from the consent agenda.

A staff report and detailed review of the Resolution was given by Harley Gifford, Deputy City Attorney.

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

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

**N9 AN ORDINANCE AMENDING CHAPTER 5 OF TITLE II OF THE PUEBLO
MUNICIPAL CODE RELATING TO THE PUEBLO COMMISSION ON ENERGY**

This item was moved to the regular agenda.

Councilor Boston, seconded by Councilor Gomez, moved to Pass the Ordinance, Setting the Public Hearing for December 23, 2024, and Order the Ordinance to be published BY TITLE.

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

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**

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

Councilor Martinez, seconded by Councilor Gomez, 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 15849.

**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**

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

Councilor Boston, seconded by Councilor Gomez, 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 15850.

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

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

PUBLIC HEARING:

- Elvis Martinez appeared in person to speak on this ordinance
- Ted Freeman appeared in person to speak against this ordinance

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

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

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

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

A staff report and detailed review of the Ordinance was given by Ben Valdez, Director of Transportation.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10847.

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

A staff report and detailed review of the Ordinance was given by Ben Valdez, Director of Transportation.

PUBLIC HEARING:

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

Councilor Boston, seconded by Councilor Flores, 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 10848.

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

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

PUBLIC HEARING:

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

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

Councilor Gomez, 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 10849.

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

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

PUBLIC HEARING:

Seeing no one wished to speak, President 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 **10850.**

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.

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

PUBLIC HEARING:

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

Councilor Boston, seconded by Councilor Flores, 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 **10851.**

R7 AN ORDINANCE PROVIDING FOR THE CITY OF PUEBLO DEPARTMENTAL AUTHORIZED PERSONNEL POSITIONS FOR THE FISCAL YEAR 2025.

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

PUBLIC HEARING:

- Elvis Martinez appeared in person to speak against this ordinance

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 10852.

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

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

PUBLIC HEARING:

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

Councilor Gomez, 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 10853.

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

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

PUBLIC HEARING:

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

Councilor Boston, seconded by Councilor Flores, 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 10854.

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

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

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 **10855**.

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

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

PUBLIC HEARING:

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

Councilor Latino, 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 **10856**.

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

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

PUBLIC HEARING:

Seeing no one wished to speak, President 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 **10857.**

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

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

PUBLIC HEARING:

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

Councilor 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 **10858.**

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

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

PUBLIC HEARING:

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

Councilor Latino, seconded by Councilor Flores, 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 **10859.**

S. ADJOURN

President Aliff adjourned the meeting at 10:18 p.m.

Respectfully submitted,



Marisa Stoller
City Clerk



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 23, 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 FUNDS IN THE AMOUNT OF \$120,000.00 FROM PROJECT ACCOUNT CI2406 - JAN '24 MAYORAL RUNOFF ELECTION INTO PROJECT ACCOUNT CI2450 - FEASIBILITY CITY ELECTRIC STUDY; AWARDING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES IN THE AMOUNT OF \$300,000.00 TO GDS ASSOCIATES, A GEORGIA CORPORATION AUTHORIZED TO DO BUSINESS IN COLORADO, FOR PROJECT NO. 24-132 CONSULTANT FOR COMPREHENSIVE ENERGY STRATEGY STUDY; AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

The Resolution transfers \$120,000.00 from Project Account CI2406 - Jan '24 Mayoral Runoff Election into Project Account CI2450 - Feasibility City Electric Utility. This Resolution also awards an Agreement for Professional Consulting Services to GDS Associates, Inc., to evaluate the feasibility and strategic options for municipalizing electric utility assets currently owned by Black Hills Colorado. GDS Associates, Inc., was determined to be the most responsible bidder and will be awarded a contract in the amount of \$300,000.00.

PREVIOUS COUNCIL ACTION:

Resolution 15776, approved on September 23, 2024, established Project Account CI2450 - Feasibility City Electric Utility, transferred budgeted and appropriated funds in the amount of \$35,525.16 from Project Account CI2012 - Energy Advocacy Project to Project Account CI2450 - Feasibility City Electric Utility and transferred funds in the amount of \$150,000 from Public Works Contract Services 10140103-53003 to Project CI2450 - Feasibility City Electric Utility.

BACKGROUND:

This procurement is necessary to collect the information to determine whether the City will exercise an "off-ramp" clause in its Franchise Agreement with Black Hills, allowing for termination of the agreement in August 2025 through a vote of its citizens. The work that will be provided by GDS Associates, Inc., will be divided into two phases:

1. Phase 1 (Base Award) will include all work necessary to inform and prepare the City for the special election, such as an initial feasibility analysis, a draft transition plan, and a public education campaign.
2. Phase 2 (Optional Award) will be exercised by the City if the special election results favor termination of the Franchise Agreement and if funds are budgeted and appropriated by the City Council. This phase will focus on developing a comprehensive transition plan and completing a full feasibility study to ensure a smooth transition to a public utility.

This resolution awards Phase 1, Base Award in the amount of \$300,000.00 to GDS Associates, Inc.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$120,000.00 will be transferred from Project Account CI2406 - Jan '24 Mayoral Runoff Election into Project Account CI2450 - Feasibility City Electric Utility.

With respect to the contract award, funding in the amount of \$300,000.00 will be paid from Project Account CI2450 – Feasibility City Electric Utility.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will result in the cancelation of the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-132 Agreement For City Council

RESOLUTION NO. 15867

A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF \$120,000.00 FROM PROJECT ACCOUNT CI2406 - JAN '24 MAYORAL RUNOFF ELECTION INTO PROJECT ACCOUNT CI2450 - FEASIBILITY CITY ELECTRIC STUDY; AWARDING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES IN THE AMOUNT OF \$300,000.00 TO GDS ASSOCIATES, A GEORGIA CORPORATION AUTHORIZED TO DO BUSINESS IN COLORADO, FOR PROJECT NO. 24-132 CONSULTANT FOR COMPREHENSIVE ENERGY STRATEGY STUDY; AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, the Proposal of GDS Associates, Inc., for Project No. 24-132 Consultant for Comprehensive Energy Strategy Study, has been received and examined; AND,

WHEREAS, the Proposal of GDS Associates, Inc., was determined to be in the best interest of the City of Pueblo; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of \$120,000 are hereby transferred from Project Account CI2406 - Jan '24 Mayoral Runoff Election into Project Account CI2450 - Feasibility City Electric Utility.

SECTION 2.

The City Council authorizes Project No. 24-132 Consultant for Comprehensive Energy Strategy Study to be performed, and the Contract for said services is hereby awarded to GDS Associates, Inc., a Georgia corporation authorized to do business in Colorado, in the amount of \$300,000.00.

SECTION 3.

Funds for said Agreement shall be paid from Project Account CI2450 - Feasibility City Electric Utility.

SECTION 4.

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 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 23, 2024

BY: Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Bliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vince Petkosek
DEPUTY CITY CLERK



**AGREEMENT FOR PROFESSIONAL CONSULTING
SERVICES BY AND BETWEEN CITY OF PUEBLO AND
GDS ASSOCIATES, INC.**

24-132

CONSULTANT FOR COMPREHENSIVE ENERGY STRATEGY STUDY

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND GDS ASSOCIATES, INC.

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 GDS Associates, Inc., a Georgia corporation authorized to do business in Colorado (hereinafter referred to as "Consultant"), a professional firm for Consultant to render certain professional analysis, engagement, planning, reporting, and related services for City in connection with Bid 24-132 Consultant for Comprehensive Energy Strategy Study, 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, stakeholder engagement, research/analysis, planning, strategizing, reporting, and related services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services"). Such Services shall include all usual and customary professional services incidental to the work on the Project. In the event this Agreement follows the selection of Consultant by City pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.
- B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.
- C. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

- A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and analysis, planning, 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 represents that Schedule 3 attached hereto is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.
- D. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Services described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (1) Consultant considers the work beyond the scope of this Agreement, (2) the reasons that Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.
- E. Consultant acknowledges that, due to the nature of the services for this project, related professional services, and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and subconsultants identified in Schedule 4 ("Identification of Personnel, Subcontractors, and Task Responsibility") attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, subconsultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility

to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

3. CITY'S RESPONSIBILITIES

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

4. TIME FOR PERFORMANCE

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

5. PAYMENT

- A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed \$300,000.00 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 analysis, planning, reports, technical data, or work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.
- B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation

provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

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

7. GENERAL PROVISIONS

7.1. Ownership of Documents

Research, plans, reports, technical data, 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, plans, 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, Department of Public Works, Attn: Andrew Hayes, Director, 211 E. D Street, Pueblo, CO, 81003; or to the Consultant, GDS Associates, Inc., Attn: David Brian, President, 1850 Parkway Place SE Suite 800, Marietta, Georgia, 30067. 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 24-132 Consultant for Comprehensive Energy Strategy Study 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 9 pages.
- Schedule 2 - "Fee Schedule" consisting of 2 pages.
- Schedule 3 - "Work Schedule" consisting of 2 pages.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 17 pages.

14. SIGNATURE

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

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

GDS ASSOCIATES, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
David Brian, President

Attest _____
Marisa Stoller, City Clerk

[SEAL]

BALANCE OF APPROPRIATION EXISTS FOR THIS
AGREEMENT AND FUNDS ARE AVAILABLE

APPROVED AS TO FORM
DEPARTMENT OF LAW

Danny Nunn, Interim Finance Director

Robert Jagger, Deputy City Attorney

Attachments: Schedules 1 - 4 and Additional Information for Agreement

Schedule 1

Scope of Service

Excerpt from Request for Proposal dated October 2, 2024, Section 3 and
Consultant's Response to Project dated December 3, 2024, pages 1 - 3

Note: Project expectations are revised and accepted by City in Consultant's Response dated December 3, 2024 with the basis for work, steps, phases, expectations stated in the RFP Scope of Service.

3.1. Project Details

1. The City of Pueblo is seeking proposals from qualified consulting firms to evaluate the feasibility and strategic options for municipalizing electric utility assets currently owned by Black Hills Colorado. This procurement is necessary as the City plans to exercise an "off-ramp" clause in its Franchise Agreement with Black Hills, allowing for termination of the agreement in August 2025 through a vote of its citizens. A special election, if approved by City Council, would be held in early 2025 to determine whether the City will proceed with this termination.
2. The work contemplated under this RFP will be divided into two phases:
 1. Phase 1 (Base Award) will include all work necessary to inform and prepare the City for the special election, such as an initial feasibility analysis, a draft transition plan, and a public education campaign.
 2. Phase 2 (Optional Award) will be exercised by the City if the special election results favor termination of the Franchise Agreement and if funds are budgeted and appropriated by the City Council. This phase will focus on developing a comprehensive transition plan and completing a full feasibility study to ensure a smooth transition to a public utility.
3. The City of Pueblo's Franchise Agreement with Black Hills Colorado is set to expire in August 2030. However, an "off-ramp" clause allows the City to terminate the agreement in August 2025, contingent on a successful public vote. This termination would allow Pueblo to establish its own public electric utility, which would give the City control over its energy infrastructure, rate-setting, and future energy strategy.
4. To make an informed decision ahead of a special election, the City must first complete a detailed feasibility study, evaluate alternative models for municipalization, and prepare an initial transition plan. A public education campaign will be crucial to ensure voters understand the implications of their choice. If voters support the transition to a public utility, the City may exercise the option to award Phase 2 of the work included in the scope of work, including the development of a comprehensive transition plan, partnership agreements, and detailed financial and operational models.

3.2. Project Objectives

The City has outlined several key objectives for this study:

A. **Energy Independence and Security**

1. Local Control: Establish local control over energy policy decisions to align with the community's needs and values.

2. Grid Modernization: Invest in infrastructure to ensure the energy grid is resilient and adaptable, including smart grid technology.
3. Energy Storage: Explore the integration of energy storage solutions for enhanced reliability and operational flexibility.

B. Affordability and Rate Stability

1. Affordable Rates: Ensure energy rates remain affordable for all customers, especially vulnerable and low-income populations.
2. Stable Rates: Provide long-term rate stability to prevent unexpected increases from investor-owned utilities.
3. Equitable Rate Structures: Develop rate structures that are fair and equitable across all customer classes.

C. Economic Development and Job Creation

1. Job Creation: Create local jobs in clean energy, infrastructure development, and utility management.
2. Attract Clean Energy Investment: Position Pueblo as a leader in renewable energy to attract businesses and investors focused on sustainability.
3. Revenue Generation: Use utility-generated revenue to reinvest in the community, supporting public services and infrastructure improvements.

D. Social Equity and Community Involvement

1. Equitable Access: Ensure all community members have reliable access to affordable energy, particularly underserved and low-income populations.
2. Public Participation: Engage the community through hearings, workshops, and surveys to ensure transparency and public involvement.
3. Ownership Models: Explore ownership and governance models that prioritize public accountability and community involvement.

E. Sustainability and Environmental Goals

1. Emissions Reduction: Reduce greenhouse gas emissions by transitioning to renewable energy sources, including solar and wind.
2. Renewable Energy Portfolio: Increase the percentage of renewable energy in the City's energy portfolio, aligning with Pueblo's climate action goals.
3. Energy Efficiency: Promote energy efficiency programs to reduce energy consumption and lower costs while supporting environmental sustainability.

F. Adaptation to Future Energy Needs

1. Electrification of Transportation: Invest in electric vehicle (EV) infrastructure and incentivize EV adoption.
2. Distributed Energy Resources (DERs): Encourage the integration of solar panels, battery storage, and other distributed energy resources (DERs) to create a more resilient and flexible grid.
3. Smart Energy Management: Implement advanced energy management systems, such as smart meters and demand-response technologies, to optimize energy use.

G. Transparency and Accountability

1. Public Oversight: Ensure public accountability through transparent decision-making processes and citizen oversight.
2. Performance Metrics: Establish measurable goals for the utility's performance, including customer satisfaction, energy reliability, and financial health.

H. Long-Term Planning and Flexibility

1. Climate Resilience: Ensure infrastructure resilience to climate change and extreme weather events.
2. Future-Proofing: Build flexibility into the utility model to accommodate future energy advancements and shifts in demand.
3. Regional Partnerships: Explore partnerships with regional energy markets to optimize costs, reliability, and resource-sharing.

3.3. Minimum Qualifications

The Consultant must have:

- A. Experience in utility asset valuation, public utility formation, and energy infrastructure planning.
- B. Expertise in financial modeling, rate-setting, and renewable energy integration.
- C. Familiarity with regulatory compliance, grid modernization, and stakeholder engagement.

3.4. Scope of Service

- A. The Consultant will provide a comprehensive evaluation of the three primary municipalization alternatives and develop a detailed transition plan.

1. Phase 1: Base Award

- a. Project Kickoff and Stakeholder Engagement: Conduct a kickoff meeting to review project objectives, timelines, and roles. Develop a stakeholder engagement plan to involve community members and ensure transparency.

- b. Initial Feasibility Analysis: Conduct a high-level feasibility analysis of municipalizing Black Hills Colorado's assets, focusing on financial, operational, and technical considerations.
- c. Preliminary Transition Plan: Develop a draft transition plan that outlines the major steps, timelines, costs, and resource requirements for the City to acquire and manage the utility.
- d. Public Education Campaign: Design and implement a public education strategy to inform voters about the City's public utility plan, focusing on the benefits and potential challenges of municipalization.
- e. Partnership Strategy: Identify potential utility partners to support the City's transition, and initiate preliminary discussions or agreements where appropriate.

2. Phase 2: Award Option

- a. Comprehensive Feasibility Study: Conduct a full feasibility study, including detailed financial modeling, operational strategies, and analysis of the regulatory landscape for public utility formation.
- b. Final Transition Plan: Prepare a comprehensive and actionable transition plan that details the steps, costs, and legal considerations required for the City to acquire and operate the utility.
- c. Partnership Agreements: Finalize partnership agreements with cooperatives or other entities to assist the City with the transition and ongoing utility management.
- d. Final Public Education Campaign: Continue public outreach efforts post-election to maintain community support and provide updates on the transition process.
- e. Detailed Recommendations: Provide final recommendations on the City's path forward, including long-term strategies for rate stability, renewable energy, and grid modernization.

3.5. Phased Deliverables

1. The consultant's work will be divided into two phases:

1. Phase 1 Deliverables

1. Initial Feasibility Analysis: A high-level feasibility analysis of municipalizing Black Hills Colorado's assets, including financial, operational, and technical considerations.
2. Preliminary Transition Plan: A draft transition plan outlining the key steps, estimated costs, timelines, and operational requirements for acquiring and managing the electric utility.
3. Public Education and Communication Strategy:

1. Develop a factual public outreach campaign to inform residents about the opportunities and challenges associated with the establishment of a public utility. The campaign must strictly focus on disseminating factual, unbiased information and avoid any advocacy or persuasion regarding how voters should vote on the issue.
2. Key materials may include fact sheets, FAQs, reports, and other documentation outlining the potential benefits, risks, and challenges of municipalization. The strategy must be designed to ensure compliance with public resource usage restrictions.
4. Partnership Strategy: Identification of potential utility partners (e.g., regional cooperatives or municipalities) to support the City's transition to a public utility, and initiation of discussions where applicable.
5. Jurisdictional Support Strategy: A strategy to secure support from neighboring cities, metropolitan districts, and counties for the City's efforts to establish a public utility.
6. Election Strategy: Recommendations for engaging the community and building voter support for the special election.
7. Note: This phase is to be completed prior to special election

2. Phase 2 Deliverables

1. Comprehensive Feasibility Study: A detailed analysis of the municipalization alternatives, including financial modeling, operational strategies, and regulatory considerations.
2. Final Transition Plan: A comprehensive transition plan detailing the specific steps, timelines, legal considerations, and resource needs for acquiring and operating the utility.
3. Partnership and Implementation Plan: Finalized plans for engaging strategic utility partners, including formal agreements or contracts.
4. Final Public Education Campaign: Continued public education efforts to maintain community support for the public utility initiative post-election.
5. Detailed Recommendations: Final recommendations on the preferred path forward, including long-term strategies for rate stability, renewable energy integration, and grid modernization.
6. Note: If the special election results favor termination of the Franchise Agreement and City Council appropriates funds, City may exercise Award Option with reasonable amendments, clarification, and adjustment to scope of work and compensation. If exercised, Phase 2 will be executed to complete the full feasibility study and implement the transition.

2. **Timeline**

1. Phase 1 deliverables must be completed prior to the special election, if approved by City Council. Currently, it is anticipated that the election would be held in May 2025.
2. Phase 2 may be executed by City if the election results favor termination of the Franchise Agreement and funds are appropriated by City Council.

CITY OF PUEBLO
Consultant for Comprehensive Energy Strategy Study
REQUEST FOR PROPOSALS #24-132

December 3, 2024

Mr. Hayes,

Per our phone conversations over the last couple of weeks, we are pleased to further revise the following scope regarding our proposal. Should this meet your expectations, we can, as needed, update our original proposal with this latest information.

Specifically, given the importance of timing, we confirm our understanding that the timing of the franchise agreement vote has been extended from March to May 2025. This extension would allow for the critical time needed for GDS to complete the comprehensive assessment.

The table below describes the 6 areas of focus GDS addressed in our proposal along with the respective budgets, as originally proposed.

Line Item	Description	Unit of Measure	Unit Cost
1	<i>Initial Feasibility Analysis</i>	<i>Not To Exceed Amount</i>	<i>\$235,000</i>
2	Preliminary Transition Plan	Not To Exceed Amount	\$42,000
3	<i>Public Education and Communication Strategy</i>	<i>Not To Exceed Amount</i>	<i>\$72,000</i>
4	<i>Partnership Strategy</i>	<i>Not To Exceed Amount</i>	<i>\$17,000</i>
5	Jurisdictional Support Strategy	Not To Exceed Amount	\$35,500
6	Election Strategy	Not To Exceed Amount	\$50,000

We offer the following thoughts regarding each of the six focus areas:

Focus Areas – While we believe all of these areas are important and valuable, the following commentary serves to convey our view on what could be minimized or postponed to manage the budget in the short term:

- 1. INITIAL FEASIBILITY ANALYSIS** – This is the core of the project work product and requires the designated budget to assure an effective deliverable.
- 2. Preliminary Transition Plan** – This component is very important; however, it is believed that it could be sequenced to occur after the initial feasibility analysis.

3. **PUBLIC EDUCATION AND COMMUNICATION STRATEGY** – As I am sure you are acutely aware, education and communication, if not done well, can render what was otherwise a very successful and positive effort ineffective. The following is our revised scope for this piece.

Key Assumptions

- Firm Fixed Budget for Communication, Public Education is \$48,000
- Deliverables will be provided in time for City to utilize prior to the vote in May 2025.
- Specific goals/objectives can be adjusted jointly with City electeds and officials in the proposed kick-off meeting. The goals for this meeting will be to confirm the City's expectations and preferences.
- Given the limited budget, it is assumed the City will implement some or most of the public outreach plan and strategies unless otherwise designated. The GDS team may implement the plan, if directed to do so by the City (per Optional Task submitted in original solicitation response).
- Given the budget restrictions for this phase, GDS' ability to respond to feedback from the public, and other stakeholders, will be limited to a single phase of commentary. GDS' responses will also be limited to those that directly relate to the study deliverables

Specific Tasks

Public Education and Communication Strategy Kick-Off Meeting (virtual)

- Pre-meetings with City Staff, Kick-off meeting
- Finalize detailed scope of work, see above
- The discussion will include topics such as:
 - How to provide information to as many constituents as possible within a limited budget?
 - Should preliminary results of the technical study be included in the campaign, or not?
 - Should the campaign address any public statements made by Black Hills Electric?
 - Other questions and topics as relevant.

Develop Public Outreach Campaign Plan

- Develop a factual public outreach campaign plan to inform residents about the opportunities and challenges associated with the establishment of a public utility. The campaign would strictly focus on disseminating factual, unbiased information and avoid any advocacy or persuasion regarding how voters should vote on the issue. Research and strategy development including:

- Past voter turnout research
- Project turnout based on factors and key issues
- Target #s to touch, impact
- Develop strategy and rationale; identify materials and delivery mechanisms, project impacts
- Provide alternative implementation tasks and relevant incremental budget for greater outreach if desired by City, estimate impacts (see note below)
- Plan Report and Recommendations
- Develop Key materials which may include fact sheets, FAQs, reports, and other documentation outlining the potential benefits, risks, and challenges of municipalization. The strategy must be designed to ensure compliance with public resource restrictions.
- Present draft materials and report to City Staff(virtual) and submit final report

Municipalization Feasibility Study Presentation & Feedback Response

- Present draft report results to City staff and/or electeds (virtual)
 - Prepare and present presentation to City Council(virtual)
 - Develop municipalization points, inputs for integration into Public Outreach Campaign in an unbiased and fact-based manner
 - Perform a single round of response to feedback received via official channels.
4. **PARTNERSHIP STRATEGY** – We believe a critical element of feasibility is found in the understanding of whether or not there are partners locally, or otherwise, who could assist the City. From short and long-term measures, partners would help to achieve an efficient start-up and ongoing operation of the municipal utility. Therefore, we strongly suggest to not diminish the scope and effort of this component.
 5. **Jurisdictional Support Strategy** – While we had planned to provide assistance in this arena, as requested and proposed, we believe the City could delay and/or acquire advisement for this component elsewhere.
 6. **Election Strategy** – While we had planned to provide assistance in this arena, as requested and proposed, we believe the City could delay and/or acquire advisement for this component elsewhere.

GDS can provide components 1, 3 and 4 for a total of \$300,000 with Items 1 and 4 at original budget level and 3 somewhat reduced; however, GDS would want to agree with the City that the Public Education and Communication Strategy will likely include additional effort, potentially to be effectuated by the City. Alternatively, GDS could provide the necessary strategy and corresponding scope if it were approved at a later time.

Schedule 2

Fee Schedule

Consultant's Response to Project dated December 3, 2024, page 4
and RFP Proposal Response for Time and Materials Rates, page 29



GDS Project Leadership Team
Mathew.Butler@gdsassociates.com
Garrett.Cole@gdsassociates.com
Kevin.Mara@gdsassociates.com

The following is a revised table to specifically note the revised scope components and budget:

Line Item	Description	Unit of Measure	Unit Cost
1	INITIAL FEASIBILITY ANALYSIS		\$235,000
3	PUBLIC EDUCATION & COMMUNICATION STRATEGY		\$48,000
4	PARTNERSHIP STRATEGY		\$17,000
	TOTAL	Not To Exceed Amount	\$300,000

2.9. Fee Schedule

A. PRICING PROPOSAL

Per the RFP requirements, the pricing proposal has been completed and submitted within the procurement portal.

B. TIME & MATERIALS RATES

Table 8 and Table 9 below present the time and materials rates for each firm.

TABLE 8. GDS ASSOCIATES FEE SCHEDULE
(Effective January 1, 2024 – December 31, 2024)

Position	Rate(s)
OFFICERS AND PRINCIPALS	\$280 - \$350
MANAGING DIRECTORS, EXECUTIVE CONSULTANTS/ENGINEERS	\$330 - \$370
SENIOR PROJECT MANAGERS	\$260 - \$340
PROJECT MANAGERS	\$250 - \$280
SENIOR PROJECT ENGINEERS	\$220 - \$330
SENIOR PROJECT CONSULTANTS	\$260 - \$305
SENIOR DATA ANALYST	\$280
SYSTEMS ANALYST	\$220
ASSOCIATE SOFTWARE ENGINEER	\$220
PROJECT ENGINEERS	\$205 - \$230
PROJECT CONSULTANTS	\$205 - \$230
ENGINEERS	\$180 - \$190
ANALYSTS	\$180 - \$190
ENERGY ADVISOR	\$180
SENIOR PROJECT COORDINATOR	\$160
ASSOCIATE ENGINEERS	\$150 - \$160
ASSOCIATE ANALYSTS	\$155 - \$165
FIELD TECHNICIANS	\$110 - \$130
EXECUTIVE ASSISTANTS	\$130
OFFICE MANAGERS	\$110 - \$130
SENIOR ENGINEERING ASSISTANTS	\$130
PROJECT COORDINATOR	\$130
ENGINEERING ASSISTANTS	\$110
ADMINISTRATIVE ASSISTANTS	\$110
CO-OPS/INTERNS	\$110

TABLE 9. SUBCONSULTANT FEE SCHEDULE

Position	Rate(s)
BEST BEST & KRIEGER, LLP PARTNER	\$450
BEST BEST & KRIEGER, LLP ASSOCIATE	\$340
AADVANTAGE COMMUNICATIONS	\$200 - \$350

Schedule 3

Work Schedule

Excerpt from Consultant's Proposal dated October 11, 2024, Pages 27 – 28

Note: Disregard calendar dates below. Schedule will begin from date of Agreement.

B. TIMELINE FOR COMPLETING PHASE 1

The schedule below reflects how GDS shall complete the Phase 1 tasks and provide deliverables. The feasibility deadline of January 31, 2025 can be met **provided GDS is given the notice to proceed 3.5 months prior to the end-date.**

TABLE 6. PHASE 1 PROPOSED SCHEDULE

	Mid Oct 24	NOV-24	DEC-24	JAN-25	FEB-25	MAR-25	JUL-24	AUG-24	SEP-24	OCT-24
Phase 1 Feasibility Study Deliverables										
Kick-off Meeting (1)										
Update Previous Feasibility Study (107 days)										
Power Supply										
Load Forecast										
BHE Rate Forecast										
Stranded Generation Costs										
O&M Costs										
Distribution Plant Value										
System Separation Costs										
Legal Analysis										
Preliminary Transition Plan (90 days)										
Partnership Strategy (90 days)										
Jurisdictional Support Strategy (60 days)										
Public Education, Communication Strategy (90days)										
Election Strategy (90 days)										
Election Strategy Implementation (optional)										
Election										
Phase 2										

Because GDS has completed a Feasibility Study for the City previously, the template and financial modeling for determining the cost of procuring the BHE system and operating it as a municipal utility has been completed. However, GDS will have to determine if significant investments have been made by BHE into their system which impact the City. GDS must also determine if the BHE system specifically serving City customers has been modified. Additionally, GDS requires the full 3.5 months due to the power planning environment uncertainty as described in the scope.

C. ESTIMATED TIMELINE FOR COMPLETING PHASE 2

The Phase 2 deliverables may have multiple iterations as partners join the City in its implementation of a public utility. As the service area is changed to include partners such as the County, the changes will flow into the various deliverables such as the proforma, assets needed to purchase (offer to BHE), governance, and legal considerations. Roughly, the Phase 2 work is anticipated to require 9-12 months and is considered an implementation phase. The timing could be accelerated if partners and BHE are motivated to complete the various agreements and negotiations. The timeline in Table 7 below is expected to be both staggered and overlapping as the City moves forward with implementation.

TABLE 7. ESTIMATED TIMELINE

	Months
Comprehensive Feasibility Study (Update Phase 1)	2-6
Final Transition Plan	2-3
Partnership Agreements	2-6
Final Public Education Campaign	Ongoing
Detailed Recommendations	1-2

Schedule 4

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant's Proposal dated October 11, 2024, Appendix A



MATHEW BUTLER

PRINCIPAL



CONTACT

- 770-425-8100
- Mathew.butler@gdsassociates.com
- gdsassociates.com
- Marietta GA 30067

EDUCATION

- M.B.A. Finance, Georgia State University, GA, 2008
- B.S., Industrial Engineering, Georgia Institute of Technology, 2002

EXPERTISE

- Financial and Economic Analysis
- Data Driven Decision Making
- Valuation & Acquisition
- Forecasting, Modeling and Simulation
- DSM Peak Shaving and Peak Prediction
- Distributed and Renewable Generation Project Evaluation
- Wholesale and Retail Rate Design
- Utility Privatization, Military and Government Contracts

PROFILE

Mr. Butler provides sophisticated analyses of options and alternative scenarios to assist clients in making strategic decisions across many different spectrums. New technology has created a rapid increase in the availability of “data” within the industry; Mr. Butler equips clients with a sophisticated approach to data driven decision making through the use of multiple forecasting, outcome simulation, and financial analysis techniques.

PROJECT EXPERIENCE

Modeling & Forecasting.

- Revenue Requirements, Proactive Rate Adjustments
- DSM & Alternative Rate Program Impacts
- Excel based Calculators for Costing & Pricing Development

Cost Benefit Analysis.

- Peak Prediction and Peak Shaving Feasibility
- Generation & Infrastructure Investment Analysis
- Wide Array of Industry Decisions with Complex Inputs and Considerations

Valuation/Acquisition.

- Feasibility, DCF, Asset, Market, CAPM and other Industry accepted valuation analysis
- Asset Evaluation & Depreciation, RCN, RCNLD, Survivor Curves

Contract Analysis & Simulation.

- RFP Response Evaluation, Development and Competition Analysis
- Coordination Agreement & Power Purchase Agreement Negotiation Support
- ROE & Other Rate Based Testimony/Litigation Support

Distributed & Renewable Generation Project Analysis and Review. Mr. Butler has assisted multiple clients in assessing the economic viability of a variety of distributed and renewable generation technologies in many different applications. These include reciprocating engines, combustion turbines, photovoltaics, hydro, wind turbines, gasification, anaerobic digestion, combined heat power and others, including coordinating teams of experts in developing reports and presentations that include recommendations on which projects to proceed with and analysis to support client decision making. This work has been at or for military installations, utilities, and large industrial consumers.

- Review and evaluation of military energy island proposals with project magnitude of 50-300 million, preparation of board level reports and presentation
- Ongoing client support and advocacy through tech evaluation and economic feasibility during the due diligence phases of medium scale PV/renewable/traditional projects
- Study to calculate and compare the LCOE of renewable and traditional technologies
- Natural Gas, Wind and Hydro Investment Analysis through Asset Ownership or PPA
- Development of multiple plans to forecast and meet 50MW industrial load in rural area with limited access to power. Solutions included transmission line installation, distributed generation and centralized generation and the economic analysis surrounding each solution.

Utility Rates & Rate Design. Mr. Butler has assisted many clients in the realm of rate design, ranging from billion-dollar wholesale rates to very specific retail rates intended for only a few consumers.



MATHEW BUTLER

PRINCIPAL

CONTACT

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-  Marietta GA 30067

PROJECT EXPERIENCE [continued]

His experience has focused on working with clients to develop or revise agreements and schedules to address the changing demands of the consumer, adapting to trending public policy, and steering price signals towards cost causation while preparing the overall rate structure for the future. Specifically, these experiences include: Wholesale Coordination Agreement and PPA style arrangements, General Retail Rate Studies, Industrial and Commercial, Residential & Small Commercial Demand Rates, Time of Use, Wheeling, Line Extensions, Lighting, Community Solar, etc.

- **Coordination Agreement, PPAs & Wholesale Rates:** In an ongoing role, Mr. Butler has provided a G&T with recommendations and assessment/analysis of ideas and concerns relative to both of its Power Supply contracts which cover over a Billion dollars in purchases annually and rates to its member cooperatives.
- **Retail Rate Studies:** Mr. Butler has developed full-scale rate studies for multiple cooperatives in the Southeast. These rate studies provide review of costs and revenues at the cooperative level all the way down to the individual large power consumer. Rate design recommendations are generated to modernize structure and balance new and existing rates for the forecasted future.
- **Residential Demand Rates:** Mr. Butler developed a Residential and Small Commercial Demand rate while providing visibility to an electric cooperative client as to the impact of such adjustments at the class level, consumer type, and all the way down to the individual consumer so that careful consideration could be given to how the new rate should be introduced.

Valuation/Acquisition Support & Analysis. Mr. Butler has assisted multiple cooperative clients in valuing municipal systems that are considering the sale of their systems and has also provided valuation studies to support underwriting decisions for clients in pursuit of a major debt refinance. These projects have required the consideration of multiple perspectives including buyer, seller, and market as well as the use of many different valuation approaches and methodologies.

- **Municipal System Valuation:** Consider multiple variations of the traditional cost, income and market approaches. Utilize client-provided target financials or independently develop both installation costs and pro forma income statements while taking into account the recent history and anticipated future of the system to be acquired.
- **Disparate Asset Valuation:** Acquire data from the client surrounding the assets in question, establish the basis for cost and depreciation, and work in collaboration with a professional engineer to provide an economic value of the assets based on a replacement cost new depreciated basis.

Utility Privatization & Federal Proposal Development / Contract Management. Mr. Butler has assisted many clients in developing proposals to acquire privatization contracts on military installations and respond to varying other government request for proposals across the United States along with continual support of the contract after award. Sustained client assistance is provided to not only manage the contract but also ongoing and new tangential work at the Installation.

- Pro Forma Financial Analysis
- Contract Price Modeling and Development
- Full-Service/Turn-Key Proposal Development and Production
- Negotiation Support, Implementation Assistance & Contract Administration
- Engineering Condition Assessment and Due Diligence
- Price Redetermination & Economic Price Adjustment

CONTACT

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MATHEW BUTLER

PRINCIPAL

PROJECT EXPERIENCE [continued]

Commercial Lending and Loan Portfolio Management. While working for Church Development Fund from 2004-2009 under several different titles, the last of which was Regional Credit Officer, Mr. Butler managed a staff of seven (7) in collaboration with a Senior Vice President to lead the Southeast Region in business development, loan underwriting and approval, loan closing, investment development, construction management, and other regional-based activities.

- Managed portfolio of \$150 million, financed over \$200 million in loans, increased region's assets under management by 220%, maintained delinquency rate of less than 1%
- Collaborated with team of four to manage credit policy, loan product development/pricing, and corporate underwriting standards for an \$800 million lending institution
- Voting member of Staff Loan Committee to approve all credits over \$1,000,000 and participated on committees to govern company Assets & Liabilities and develop third-party capital strategies

Nuclear Generation Calculations and Plant Modification Design, While working for Enercon Services Inc. from 2002-2004, Mr. Butler provided a variety of assistance to investor-owned utilities all over the United States:

- Developed \$1 million nuclear plant modification packages which involved expert briefings, vendor and client meetings, engineering integration, system design, and project management
- Developed studies to assess the economic plausibility of different technology selections
- Preparation and verification of heat-load, pipe flow, heat-exchanger/pump/equipment performance, fuel consumption, HVAC, and cooling tower calculations
- Various plant system, equipment, and component design, review, qualification, and modification



KEVIN MARA

EXECUTIVE VICE PRESIDENT &
PRINCIPAL ENGINEER, P.E.



PROFILE

Mr. Mara has over 30 years of experience as a distribution engineer. He worked six years at Savannah Electric as a Distribution Engineer and ten years with Southern Engineering Company as a Project Manager. At Savannah Electric, Mr. Mara gained invaluable field experience in the operation, maintenance, and design of transmission and distribution systems. While at Southern Engineering, Mr. Mara performed planning studies, general consulting, underground distribution design, territorial assistance, and training services. Presently, Mr. Mara is a Vice President at GDS Associates, Inc. and serves as the Principal Engineer for GDS Associates' engineering services company known as its trade name Hi-Line Engineering.

Overhead Distribution System Design. Mr. Mara is in responsible charge of the design of distribution lines for many different utilities located in a variety of different terrains and loading conditions. Mr. Mara is in responsible charge of the design of over 500 miles of distribution line conversions, upgrades, and line re-insulation each year. Many of these projects include acquisition of right-of-way, obtaining easements, and obtaining permits from various local, state and federal agencies. In addition, Mr. Mara performs inspections at various stages of completion of line construction projects to verify compliance of construction and materials with design specifications and applicable codes and standards.

Underground Distribution System Design. Mr. Mara has developed underground specifications for utilities and was an active participant on the Insulated Conductor Committee for IEEE. He has designed underground service to subdivisions, malls, commercial, and industrial areas in various terrains. These designs include concrete-encased ductlines, direct-burial, bridge attachments, long-bores, submarine, and tunneling projects. He has developed overcurrent and overvoltage protection schemes for underground systems for a variety of clients with different operating parameters.

TRAINING SEMINARS

Mr. Mara has developed engineering training courses on the general subject of distribution power line design. These seminars have become extremely popular with more than 25 seminars being presented annually and with more than 4,000 people having attended seminars presented by Mr. Mara. A 3-week certification program is offered by Hi-Line Engineering in eleven states. The following is a list of the training material developed and/or presented:

- Application and Use of the National Electric Safety Code
- How to Design Service to Large Underground Subdivisions
- Cost-Effective Methods for Reducing Losses/Engineering Economics
- Underground System Design
- Joint-Use Contracts – Anatomy of Joint-Use Contract
- Overhead Structure Design
- Easement Acquisition
- Transformer Sizing and Voltage Drop

Construction Specifications for Electric Utilities. Mr. Mara has developed overhead construction specifications including overhead and underground systems for several different utilities. The design included overcurrent protection for padmounted and pole mounted transformers. The following is a representative list of past and present clients:

- | | |
|----------------------------------|------------------------------------|
| - Cullman EMC, Alabama | - Little River ECI, South Carolina |
| - Blue Ridge EMC, South Carolina | - Lackland Air Force Base |
| - Buckeye REC, Ohio | - Maxwell Air Force Base |

CONTACT

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EDUCATION

Bachelor of Science, Electrical
Engineering, Georgia Institute of
Technology, 1982

PROFESSIONAL AFFILIATIONS/ CERTIFICATIONS

Registered *Professional Engineer* in
Alabama, Arkansas, Georgia, Florida,
Idaho, Indiana, Kansas, Kentucky,
Louisiana, Michigan, Mississippi,
Missouri, North Carolina, Ohio,
Oregon, Pennsylvania, South Carolina,
South Dakota, Tennessee, Texas,
Virginia, Washington, and Wisconsin.

Institute of Electrical and Electronic
Engineers Power Engineering Society:
Senior Member

National Electric Safety Code
Subcommittee 5: Alternate Member

EXPERTISE

Overhead & Underground
Distribution Design

Distribution System Planning

Power System Modeling & Analysis

Training



CONTACT

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KEVIN MARA

EXECUTIVE VICE PRESIDENT &
PRINCIPAL ENGINEER, P.E.

SYSTEM PRIVATIZATION/EVALUATION

Central Electric Power Cooperative, Columbia, SC

- 2017 Independent Certification of Transmission Asset Valuation, Silver Bluff to N. Augusta 115kV
- 2015 Independent Certification of Transmission Asset Valuation, Wadmalaw 115kV

Choctawhatchee Electric Cooperative, DeFuniak Springs, FL

- Inventory and valuation of electrical system assets at Eglin AFB prior to 40-year lease to private-sector entity.

PUBLICATIONS

- Co-author of the NRECA “Simplified Overhead Distribution Staking Manual” including editions 2, 3 and 4.
- Author of “Field Staking Information for Overhead Distribution Lines”
- Author of four chapters of “TVPPA Transmission and Distribution Standards and Specifications”

TESTIMONIES & DEPOSITIONS

Mr. Mara has testified as an expert at trial or by deposition in over 50 different cases or proceedings. *A detailed list of expert testimonies and depositions can be provided upon request.*



GARRETT COLE

PRINCIPAL, P.E.



CONTACT

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Folsom CA 95630

EDUCATION

MBA, Kennesaw State University,
2006

MS, Industrial Engineering,
Georgia Institute of Technology,
2003

BS, Industrial Engineering, Georgia
Institute of Technology, 2002

PROFESSIONAL AFFILIATIONS/ CERTIFICATIONS

Professional Engineer (PE) in the
state of Georgia

EXPERTISE

Economic Feasibility Analyses
Strategic Planning
Power Procurement & Contract
Negotiations
Financial Forecasting
Risk Management & Hedging
Strategies

PROFESSIONAL EXPERIENCE

GDS Associates, Inc., Marietta, GA, 2001-present

Principal

Mr. Cole's more than 22 years of experience includes economic feasibility analyses of long-term and short-term power supply alternatives for industrials, municipals, electric cooperatives and joint action agencies, transmission access and pricing, market power analysis, strategic planning, power procurement and contract negotiations, financial forecasts, operating budget preparation and projections, asset feasibility studies, production cost dispatch modeling, legislation/regulatory risk modeling, risk management and hedging strategies, revenue requirement development and wholesale rate design.

PROJECT EXPERIENCE

Mr. Cole's experience in the last two years with focus on testimony, affidavit, policy development and regulatory considerations:

- Direct testimony for Cleveland Public Power in PUC Ohio Docket No. 14-1297-EL-SSO regarding First Energy's desire to incorporate the costs and benefits of unregulated coal and nuclear assets into a retail rate rider. Mr. Cole's direct testimony reviewed key issues of supply procurement and environmental policy and upgrades as matters of importance in the recommendation.
- Support of Southwestern Electric Cooperative in recently filed dockets and affidavit with the FERC (Docket Nos. EL15-70 and EL15-72) regarding recent capacity market clearing prices in MISO Local Resource Zone 4 (Illinois). Mr. Cole's support led to MISO policy changes with respect to auction bidding protocol and effectively reducing costs to wholesale customers in annual capacity auctions.
- Support of Missouri-based G&T, Associated Electric Cooperative in a detailed economic dispatch analysis and qualitative review of remaining a stand-alone Balancing Authority versus joining the SPP, MISO or PJM Regional Transmission Organizations (RTOs). Analysis included a complete review of energy markets, capacity markets, regional transmission projects cost allocation, transmission revenue requirements, stakeholder group participation, staffing, governance, jurisdictional implications and entry negotiation.
- Advisor to Oglethorpe Power Corporation in developing competitive benchmarks for the economic impacts of environmental legislation/regulation on Georgia Power's resources, including historical reviews of the Clean Air Act, RICE/NESHAP and the most recent focus on Clean Power Plan rulings (draft and final ruling).
- Key Advisor to American Municipal Power (Ohio Joint Action Agency) in development of Focus Forward Initiatives on distributed generation supply and policy and the federal and state renewable incentives resulting in such plans. The developed policy and rate design guide focuses on strategic and tactical plans for distributed generation, retail rates and interconnection best practices for wholesale power customers.

In addition to specific advice on various regulatory and market issues, Mr. Cole has served as a power supply and market services consultant to the following clients during key decisions over the last three years:



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PROJECT EXPERIENCE [continued]

- Benton, AR
- Conway, AR
- Jonesboro, AR
- North Little Rock, AR*
- Florida Municipal Power Agency*
- Cleveland, OH*
- Central Virginia Electric Coop, VA
- Hagerstown, MD*
- Thurmont, MD
- Williamsport, MD
- Chambersburg, PA*
- Ephrata, PA
- Mont Alto, PA
- Associated G&T Electric Coop, MO
- Perkasio, PA
- Danville, VA*
- Martinsville, VA
- Radford, VA
- Richlands, VA
- Salem, VA
- Southwestern Electric Coop, IL

* Largest electric municipality in its respective state

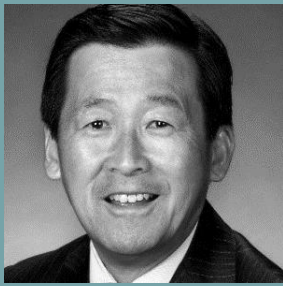
PAST PROJECT EXPERIENCE

Power Supply Procurement. Mr. Cole has extensive experience in performing economic analyses of power supply alternatives, including preparation, issuance, management of RFP process and respondents, evaluation of proposals, and recommendation to clients based on varying electric requirements, power supply portfolios, regional market factors and risk management strategies. Mr. Cole has experience with the preparation and issuance of power supply requests for proposals in Duke Energy Carolinas, Entergy, ERCOT, FMPP, MISO, PJM and SPP, and has conducted economic feasibility analysis of the proposals and negotiated terms and conditions of contracts with the successful respondents. This type of work has been performed on behalf of various cooperative, municipal and state agency clients (complete list available on request).

Short/Long-Term Power Supply Strategic Planning. Mr. Cole has assisted clients with the development of short/long-term power supply strategic plans through a complete assessment of forecasted electric load and resource requirements. In addition, Mr. Cole has provided clients with customized diversification and risk management strategies based on city/cooperative goals for providing electric service, including comments on transmission access and planning, retail/wholesale rate design, expected ISO/RTO market developments, legislative/regulatory risk surrounding potential Greenhouse Gas/CO₂ emissions, among other topics.

Financial Planning, Operating Budget Projections & Billing Analysis. Mr. Cole has assisted clients with projections of revenues and operating expenses, long-term financial planning, regional power market projections and development of wholesale rates to member cooperatives. In addition, Mr. Cole monitors monthly billing for contract compliance and recommends short-term market purchases/sales to reduce cost and/or mitigate market and fuel pricing risks.

Long-Term Asset Feasibility Analyses. Mr. Cole has assisted clients with long-term asset feasibility analyses, including complete review of cost of construction/purchase, construction financing and accumulated Interest During Construction (IDC), debt service analysis and long-term financing arrangements, fixed and variable Operations & Maintenance (O&M), and fuel efficiency and fuel costs. In addition, Mr. Cole has also provided detailed sensitivity and break-even analyses where useful to communicate to clients the key risk factors and the magnitude of impact that various variables might have on economic feasibility of a long-term power project. These key risk factors often include fuel price sensitivities, legislation/regulatory uncertainty sensitivities (e.g., Environmental upgrades, carbon tax regulation) and congestion/transmission deliverability sensitivities, depending upon the physical or financial treatment of transmission deliverability regionally.



HOWARD CHOY

EXECUTIVE CONSULTANT,
P.E., CEM



CONTACT

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Redmond WA 98052

EDUCATION

Bachelor of Science, Civil
Engineering, Tufts University,
Medford, MA, 1979

PROFESSIONAL AFFILIATIONS/ CERTIFICATIONS

Registered Professional Engineer
in the state of California
Certified Energy Manager

EXPERTISE

Private Sector Consulting
Sustainability Initiatives
Energy Program Development &
Administration
Clean Energy Program
Utilities Accounting
Utility Partnerships

PROFILE

Howard Choy has been providing executive and strategic leadership for large-scale energy projects and portfolios throughout his 30-year career. He has spent over 30 years in the energy industry which included: development and administration of Los Angeles County's Office of Sustainability, private sector consulting services for utilities and utility customers, and engineering and management projects for the County's internal operations. Mr. Choy's experience includes the incorporation of a wide variety of sustainability initiatives, including energy efficiency, demand response, generation and storage. His most impactful role was the creation of the Office of Sustainability for Los Angeles County, which resulted in hundreds of County projects, and thousands of projects among County constituents while serving as General Manager of the Office of Sustainability for Los Angeles County, and has developed cutting-edge, integrated energy/ water efficiency programs and tools for internal, Los Angeles County building operations. He directed the internal and community energy management programs for their \$200 million annual budget, approximate 3,000 facilities portfolio, and municipal energy operations including automation of billing, meter and other data systems; building project evaluation programs; procurement and contracting programs; and internal and external financing protocols. He implemented systems and programs to identify, evaluate and manage the implementation of hundreds of clean energy projects in County facilities and locations. Mr. Choy is widely known for creating the County Office of Sustainability and developing the Southern California Regional Energy Network (SoCalREN) which launched a program platform for offering municipal facility clean energy project development on behalf of (now currently) 150 public agencies in southern California. He has worked with local governments across California in developing and serving as the Board Chair of the Local Government Sustainable Energy Coalition (LGSEC) which centralized energy resources to participate in important regulatory venues impacting local government energy programs; including the CA Public Utilities Commission, the California Energy Commission and CA Air Resources Board. During his tenure with LGSEC, the County of Santa Clara participated as a Board member

PROJECT EXPERIENCE

- Corporate and agency energy program development and administration; including utilities accounting, clean energy programs, energy projects, utility partnerships, financing and funding, procurement, and community partnerships.
- Agency sustainability programs development and administration; including fleet and Electric Vehicle Supply Equipment (EVSE), water conservation and efficiency, greenhouse gas inventories (GHG) and Climate Action Plans.
- California Public Utility Commission (CPUC), California Energy Commission (CEC) programs, and California legislature energy programs, policies, and proceedings
- Past Board Chair of the Local Government Sustainable Energy Coalition (LGSEC), Administrator of the Southern California Regional Energy Network (SoCalREN), and Executive Committee Member of the Los Angeles Regional Collaborative for Climate Action and Sustainability (LARC).
- Community Choice Aggregation (CCA) program assessment, development, implementation and operations.

Los Angeles County (Retired). Howard created the County Office of Sustainability (COS) within the Internal Services Department and led COS' activities under a \$250 million annual budget. COS included the County's internal Energy Management organization and the County's community- facing energy programs. Major responsibilities included:

HOWARD CHOY

EXECUTIVE CONSULTANT,
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Redmond WA 98052

PROJECT EXPERIENCE [continued]

- Management of the County's \$200 million internal energy budget (electricity, natural gas, water and cogeneration and central heating and cooling plants).
- Implementation of hundreds of energy efficiency, renewable energy and water efficiency projects in County facilities.
- Development of a County-wide energy management system for tracking and analyzing bills, meter data, energy consumption patterns and building operations support.
- Development and administration of the SoCalREN, a CPUC-funded, independently administered energy \$23MM/ year efficiency program using investor-owned utility ratepayer energy efficiency funds.
- Acquisition of nearly \$100 million in federal and state energy program funding.
- Implementation of energy commodity procurement and risk management programs.
- Development and administration of the County Property Assessed Clean Energy (PACE) program which finances residential and non-residential energy upgrades.
- Direction for County's energy-related legislative and regulatory efforts and is recognized as an industry leader in the State legislature, at the CPUC and CEC, and within the local government energy venues.
- Development of the County's CCA feasibility study and business plan; and Board authorization to proceed with a County- wide CCA program.



AMBER GSCHWEND

MANAGING DIRECTOR



CONTACT

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EDUCATION

B.A., Economics, Western
Washington University, Minor in
English

M.A., Economics, Simon Fraser
University

PROFESSIONAL AFFILIATIONS/ CERTIFICATIONS

Northwest Public Power Association
(NWPPA)

International Association for Energy
Economics (IAEE)

Association of Women in Water,
Energy and Environment (AWWEE)

EXPERTISE

Economic & Financial Analysis
Benefit-Cost Analysis
Econometric Modeling
Electric Load Forecasting
Community Choice Aggregation
Utility Rate and Cost of Service
Municipalization
Regulatory Assistance
Energy Efficiency Potential
Assessments
Demand Response

PROFILE

Ms. Gschwend has over 15 years of analytical experience including 9 years of project management in economic and financial analyses. Amber has a wide range of economic and financial experience including benefit-cost analysis, econometric modelling, electric load forecasting, weather normalization of historic loads, end-use load forecasting, technical feasibility studies for municipalization and consumer choice aggregation. In addition, Amber has a broad range of experience in energy resource planning and rate making.

PROJECT EXPERIENCE

Washington State Department of Commerce Commercial Rooftop Agrivoltaic Benefit-Cost Analysis, 2022-2023

Project Manager

Developed a benefit-cost analysis study for commercial rooftop agrivoltaics (green roof plus solar photovoltaics) from the perspective of Washington State. The study analyzed the costs and benefits of commercial rooftop agrivoltaics including monetizing electric system benefits, reduced greenhouse gases, reduced or delayed stormwater runoff, and colocation benefits of solar and green roofs. Non-monetized benefits were described including reduced heat island temperatures, aesthetics, and impacts on vulnerable populations. The study findings were varied across the State's climate zones and the modeled building types. The results provided recommendations to Commerce for furthering climate action policies based on the study results and a review of existing programs nationally and abroad.

City of Aztec, New Mexico Utility Cost of Service and Rate Studies, 2022-2023

Project Manager

Worked closely with City staff and the City's power supply consultant to develop cost of service studies for electric, water, and wastewater. The City was in need of significant rate increases following a period of insufficient rate adjustments. The rate proposals allowed the City to move each utility, and rate classes within the utilities, to cost of service over a period of 5 years. Additionally, a stormwater utility was established to provide dedicated revenue for the City's needed stormwater projects. The project resulted in successful approval of rates by City Council after three workshops presenting the issues and proposed solutions.

Washington Public Utility Conservation Assessments, 2008-present

Project Manager

Managed model development for conservation potential estimates consistent with WA state requirements contained within RCW 19.285. Over 60 conservation potential assessments completed for WA state utilities assisting in target setting compliant with the Energy Independence Act and integrated resource planning.

Office of the Chehalis Basin, 2014-2020

Project Manager

Developed work plan and work group materials to develop economic analyses comparing various flood damage reduction potential in the Chehalis Basin. Oversaw development of HAZUS-MH modeling specific to the basin and various scenarios including Project Alternatives and No-Action conditions. Worked with a team of multidisciplinary consultants to develop meaningful economic analysis that considered various project impacts both economic and environmental. Prepared study results and reporting to aid state decision-makers in the decision to move forward with additional studies/processes (SEPA, NEPA PEIS and EIS)



AMBER GSCHWEND

MANAGING DIRECTOR

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PROJECT EXPERIENCE (continued)

Community Choice Aggregation *Technical Feasibility Studies* 2015-Present

Project Manager

Completed several technical feasibility studies for local California governments. Presented study framework and results to stakeholders. Studies involved financial forecasts for proposed load serving entity, including power supply costs, and a comparison to forecast incumbent utility retail rates. Governance, implementation process, and financing requirements are also defined.

ACCOMPLISHMENTS

- Demonstrated successful management of projects requiring multidisciplinary approach with tight deadlines, budgets, while maintaining high work quality.
- Adept in program impact evaluations that produce informative results.

PUBLICATIONS

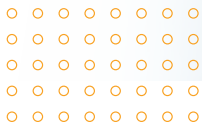
- Co-Authoring *A Framework for Analyzing Marginal Costs of an Electric Utility*. FortisBC & EES Consulting, 2020



PARTNER

Ryan M.F. Baron

📍 Irvine, CA 📞 (949) 263-6568 ✉️ ryan.baron@bbklaw.com



Ryan Baron offers strategic counsel to public agencies and private clients on all aspects of utilities law. He provides general counsel services to public agencies and practices in the areas of utilities regulation, administrative law, environmental law and infrastructure development. Ryan regularly advises on business, regulatory and transactional matters related to energy, climate change, stormwater, solid waste and air quality.

Ryan currently served as chair of the Board of Representatives of the California Lawyer's Association (CLA), the second largest voluntary bar association in the United States. He has chaired CLA's Public Law Section Executive Committee and Sustain SoCal's Board of Directors, a trade association focused on cleantech and sustainability in Southern California.

General Counsel

Ryan is, or has served as, general counsel to several joint powers authorities, including San Diego Community Power, Orange County Power Authority, Desert Community Energy and Butte Choice Energy Authority. He has served as agency general counsel for two large county agencies. In this capacity, he advises on all aspects of public law, including agency compliance, public records, open meetings, litigation, crisis and risk management, and public contracting.

Utilities

Ryan has a breadth of experience in all aspects of utilities, representing cities, counties, special districts, community choice aggregators, municipal aggregators, municipal utilities, developers and hedge funds. He represents clients on administrative law matters before various public utilities commissions and other federal and state regulatory agencies, and advises on regulated utility rules. He has extensive experience on energy market matters regarding resource adequacy, renewable energy standards and resource planning. He has also advised on a number of electric municipalization and aggregation efforts throughout California, Colorado and Virginia and alternatives to investor-owned utility service.

Environmental Law

Ryan has extensive experience under the Clean Water Act, including stormwater regulation, NPDES permit compliance, total maximum daily loads, and trading and offset programs. He also advises clients on air quality and climate change regulations, such as air permits and cap-and-trade. He previously served as counsel to a large landfill system, and has experience in

CORE PRACTICES

Air Quality

California Public Utilities Commission

Environmental Law & Natural Resources

Renewable Energy

Water Quality

Municipal Law

Special Districts

Energy

EDUCATION & ADMISSIONS

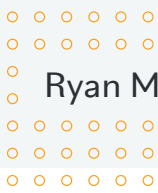
Education

The Catholic University of America, Columbus School of Law, J.D.

San Diego State University, B.A., communication, with distinction

Bar Admissions

California



landfill, solid waste and recycling regulations.

Contracts, Project Development & Permitting

Ryan counsels clients on all aspects of the development of utility and large-scale infrastructure projects. He has significant experience in contracts and negotiation, including short-term power purchase and sale agreements, long-term power purchase agreements, financial agreements, municipal cooperative agreements and real estate contracts. He has experience with the development of alternative energy projects, such as waste-to-energy, solar, fuel cell, wind, renewable natural gas and battery storage, as well as with the development of flood control and water facilities, transportation corridors and master-planned developments. In total, Ryan has advised on billions of dollars in projects and development.

Government Service

Ryan is a former senior deputy county counsel to Orange County, California, the sixth largest county in the U.S. with over 3 million residents. In a 70-attorney law office, he advised the Board of Supervisors and department heads on all utilities matters and was general counsel to the public works and landfill agencies, each with over a billion dollars in revenue and funding.

Prior to government service, Ryan practiced in Washington, D.C. with Kellogg, Hansen, Todd, Figel & Frederick: PLLC working on behalf of Fortune 100 companies on regulatory litigation and federal enforcement actions in telecommunications, securities and oil services. During law school, Ryan was a law clerk and junior lobbyist for the global government relations office of an international telecommunications company and a legal intern in the International Bureau of the FCC and for FCC Commissioner Gloria Tristani. Ryan was editor-in-chief of Catholic University's communications law journal and a graduate of the school's Institute for Communications Law Studies (now the Institute of Law & Technology).

Teaching

Ryan was an adjunct professor of Administrative Law and Energy Law at Whittier Law School. He has guest lectured at the University of Southern California School of Law, Chapman University School of Law, and in the Advanced Power and Energy Program at the University of California, Irvine.

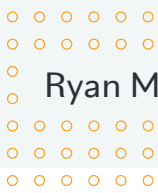
Notable Experience

Utility Law

- Advise community choice and municipal aggregators on feasibility, formation and implementation, including creation of enterprise funds and joint powers agencies, consultant contracts, energy and resource adequacy procurement, and public utilities commission regulation. Clients include San Diego Community Power, Orange County Power Authority, Western Community Energy, Desert Community Energy, Clean Power Alliance of Southern California, San Jose Clean Energy, San Jacinto Power, Pomona Choice Energy, County of San Diego, County of Loudon Virginia, and various cities and counties exploring CCA or joining an existing CCA.
- Advise cities in California and Colorado on municipalization and alternatives to incumbent service
- Represent clients in PUC and CEC proceedings such as exit fees and stranded costs, resource adequacy, renewable energy compliance, de-energization and wildfire cost recovery, utility undergrounding, Aliso Canyon natural gas storage leak investigation, IOU rate case and investigations, and renewable energy project certification, and other adjudicatory and rulemaking matters.
- Advise on investor-owned utility general rates cases and tariffs including PG&E, SCE SDG&E, SoCalGas and Golden State Water.
- Advise development companies on infrastructure and undergrounding disputes with electric and water IOUs.
- Former lead counsel to \$1 billion municipal solid waste enterprise on alternative energy opportunities.
- Negotiate agreements and other project documents for solar, landfill gas and fuel cell facilities.
- Participated in California Air Resources Board rulemakings regarding cap-and-trade application to cogeneration plants and landfills and advised on monetization of carbon allowances and offset programs.
- Draft and negotiate utility franchise and pipeline agreements.
- Represented large county in formation of statewide joint powers agency for natural gas procurement..

Environmental Law

- Advised counties, numerous cities, councils of government and developers on Clean Water Act and Porter-Cologne Act compliance and watershed management planning.
- Participated in State and regional Water Board proceedings on stormwater permit issuance, alternative compliance, total maximum



daily loads, establishment of water quality standards and beneficial uses.

- Drafted Supreme Court amicus brief and filed test claims with Commission on State Mandates regarding unfunded state mandates associated with MS4 program activities.
- Advised on total maximum daily load compliance issues (bacteria, selenium, organochlorines) involving water quality trading, alternative compliance strategies, TMDL deadlines, basin plan amendments.
- Participated in EPA rulemaking proceedings on Waters of the U.S. and agency restructuring, and negotiated with agency staff.
- Successfully represented clients in Clean Water Act lawsuits, 60-day citizen suit notices and regional Water Board enforcement actions.
- Advised on air permits and variance issues associated with landfill operations, natural gas and landfill gas to energy power plants.
- Advised on solid waste disposal issues including trash importation, tipping fees, California Environmental Quality Act, landfill expansion, landfill closure and conditional use permits.

Project Development/ Transactional

- Draft and negotiate numerous utility-scale and behind-the-meter power purchase agreements and master purchase and sale agreements for system energy, renewable energy, and resource adequacy capacity
- Provided strategic counsel on \$165 million P3 development of government civic center.
- Negotiated utility undergrounding disputes with electric IOUs.
- Advised on infrastructure development agreement obligations for 6,000-acre development including transportation obligations, road fees and community facility district finance issues.
- Advised on development and construction of cogeneration, solar, LFGE, biomass, fuel cell and natural gas injection facilities.
- Advised on all aspects transportation corridor improvements and flood control improvements, including CEQA/NEPA, State Fish and Wildlife and regional Water Board permits, design and construction contracts, developer and municipal cooperative agreements, real estate and public funding issues.
- Advised joint powers operation of \$200 million public safety radio communications system between county and more than 130 partner agencies, including \$150 million p25 upgrade.
- Drafted and negotiated \$20 million cooperative agreements between state and local agency partners for water diversion pipelines to remove selenium, nitrogen and trash.
- Led telecommunications site leasing efforts on countywide basis.

Public Agency Governance

- Former lead counsel to Orange County Public Works, Planning and Waste and Recycling departments on issues involving regulatory, environmental, public works, procurement, real estate, land use, special fund use, public finance, Brown Act, CEQA and conflicts of interest
- General counsel to numerous joint powers authorities and agency commissions and committees
- Counsel on countywide regional services including water quality, energy, public works and public safety communications

Professional & Community Involvement

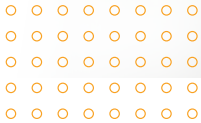
- California Lawyers Association Board of Representatives, Chair, 2021-2022; Vice Chair, 2020-2021; Treasurer, 2019-2020
- California's Lawyers Foundation, Board of Directors, Treasurer, 2019-2020
- Sustain SoCal, Board of Directors, Chair, 2019-2021
- California Stormwater Quality Association (CASQA)
- National Municipal Stormwater Alliance (NMSA)
- California Community Choice Association (CalCCA)
- Power Association of California (PAC)



PARTNER

James B. Gilpin

📍 San Diego, CA 📞 (619) 525-1341 ✉️ james.gilpin@bbklaw.com



Jim has been with the Firm for over 30 years representing public clients throughout California in all facets of public law, including general and special counsel work, eminent domain and inverse condemnation, Proposition 218 litigation, construction and public contract disputes, and other complex litigation. He has represented clients in all phases of litigation, including writ proceedings, jury and court trials, and appeals.

Jim currently serves as General Counsel to the Rancho California Water District and has worked with Rancho Water for over 25 years. Jim continues to represent Rancho Water in the longstanding water rights case - United States vs. Fallbrook Public Utility District, Case No. 1247 involving rights in the Santa Margarita River Watershed. He assisted Rancho Water in procuring a settlement of Indian Water Rights that related to the adoption by Congress of the Pechanga Band of Luiseno Mission Indians Water Rights Settlement Act. He also assisted Rancho Water with the acquisition of over 6,000 acres surrounding Vail Lake, which it uses to recharge the groundwater basin.

Jim also serves as General Counsel to Vallecitos Water District. Vallecitos provides water, wastewater, and reclamation services to San Marcos; the community of Lake San Marcos; parts of Carlsbad, Escondido and Vista and other unincorporated areas in north San Diego County. Jim and his team have represented Vallecitos since 2018 and continue to assist the District with all their legal work.

Jim was retained in 2022 to serve as General Counsel for Monterey One Water. Jim and his team are assisting Monterey One Water with their legal needs, including the Pure Water Monterey project which turns wastewater into a safe, reliable, and sustainable water supply that complies with or exceeds strict State and Federal drinking water standards.

Jim is licensed to practice law in California and Colorado. He has been a member of the San Diego County Bar Association, American Bar Association, American Inns of Court, and International Right of Way Association. Jim served as chairperson for the San Diego County Bar Association Eminent Domain Section and has served as an instructor to the International Right of Way Association on the subject of eminent domain. He also served as a director on the San Diego County Bar Foundation from 2007-2015 and served as the President of the Foundation in 2013.

Jim was born and raised in Wyoming where he attended the University of Wyoming. He received a B.S. degree in Finance in 1985 and his J.D. in 1990.

CORE PRACTICES

Housing, Economic Development
and Real Estate

Education Law

Eminent Domain

Municipal Law

Public Agency Litigation

Public Infrastructure

Special Districts

EDUCATION & ADMISSIONS

Education

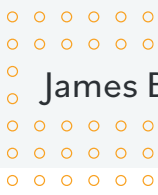
University of Wyoming, J.D., *Order
of the Coif*

University of Wyoming, B.A.

Bar Admissions

California

Colorado



During law school, Jim published and served as Case Notes Editor for the Land & Water Law Review. Jim is married with twin boys pursuing their degrees at Gonzaga University. He is currently the Parish Council President of St. Spyridon Greek Orthodox Church in San Diego.

Accolades

- *San Diego Magazine* Top Lawyer, Special Districts, 2015, 2018-2021
- *San Diego Super Lawyers*, Eminent Domain, 2007, 2009, 2013-2021

Professional & Community Involvement

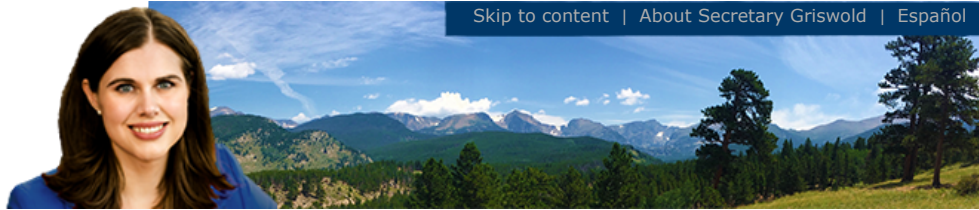
- San Diego County Bar Association
- American Bar Association
- American Inns of Court
- International Right of Way Association

Additional Information for Agreement

Certificate of Good Standing

PERA Questionnaire - To be added prior to agreement signature

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



Summary

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Details			
Name	GDS Associates, Inc.		
Status	Good Standing	Formation date	09/11/2007
ID number	20071417078	Form	Foreign Corporation
Periodic report month	September	Jurisdiction	Georgia
Principal office street address	1850 Parkway Pl SE Ste 800, Marietta, GA 30067, US		
Principal office mailing address	1850 Parkway Pl SE Ste 800, Marietta, GA 30067, US		

Registered Agent	
Name	registered agent solution, inc,
Street address	36 South 18th Avenue, Suite D, Brighton, CO 80601, US
Mailing address	36 South 18th Avenue, Suite D, Brighton, CO 80601, 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,

GDS Associates, Inc.

is an entity formed or registered under the law of Georgia, 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 20071417078.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 10/21/2024 that have been posted, and by documents delivered to this office
electronically through 10/24/2024 @ 07:38:09.

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 10/24/2024 @ 07:38:09 in accordance with applicable law.
This certificate is assigned Confirmation Number 16501450.



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."



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 23, 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 \$106,010 TO A5 CONSTRUCTION FOR PROJECT NO. 24-131, CONCRETE IMPROVEMENTS - BONFORTE BOULEVARD PHASE 2, SETTING FORTH \$15,990 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to A5 Construction for Project No. 24-131, Concrete Improvements - Bonforte Boulevard Phase 2.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of ADA curb ramp and sidewalk improvements in the Belmont Neighborhood. This Resolution awards the construction contract to A5 Construction.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$122,000 (contract and contingencies) will be paid from account Project Account CI2415, Street Rehabilitation.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-131 Bid Summary

RESOLUTION NO. 15851

A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$106,010 TO A5 CONSTRUCTION FOR PROJECT NO. 24-131, CONCRETE IMPROVEMENTS - BONFORTE BOULEVARD PHASE 2, SETTING FORTH \$15,990 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-131, Concrete Improvements - Bonforte Boulevard Phase 2 have been received and examined; and,

WHEREAS, the proposal of A5 Construction was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 24-131, Concrete Improvements - Bonforte Boulevard Phase 2 to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-131, Concrete Improvements - Bonforte Boulevard Phase 2 to be performed, and the contract for said project is hereby awarded to A5 Construction in the amount of \$106,010.

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.....\$15,990.00

SECTION 4.

Funds in the amount of \$122,000.00, for the contract and contingencies, shall be from Project Account CI2415, Street Rehabilitation.

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 23, 2024

BY: Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vince Petkosek
DEPUTY CITY CLERK



EVALUATION TABULATION
IFB No. 24-131 (CI2415)
Concrete Improvements- Bonforte Boulevard Phase 2
RESPONSE DEADLINE: November 27, 2024 at 10:00 am
Report Generated: Wednesday, November 27, 2024

VENDOR TOTALS

Vendor	Total
A 5 Construction	\$106,010.00
Cedar Ridge Landscape, Inc	\$113,264.00
Lucky Dog Contracting	\$115,597.00
Gray Matter Construction	\$143,946.40
WGM Land Design. LLC	\$157,450.86
Dreng Solutions LLC	\$328,295.00

EVALUATION TABULATION
IFB No. 24-131 (CI2415)
Concrete Improvements- Bonforte Boulevard Phase 2

BASE BID (Table 1 of 2)

Base Bid					A 5 Construction		Cedar Ridge Landscape, Inc		Dreng Solutions LLC		Gray Matter Construction		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	1	Remove Asphalt	1378	S.F.	\$3.00	\$4,134.00	\$1.75	\$2,411.50	\$9.50	\$13,091.00	\$3.30	\$4,547.40	\$2.50	\$3,445.00
X	2	Remove Curb and Gutter	413	L.F.	\$4.00	\$1,652.00	\$6.00	\$2,478.00	\$43.00	\$17,759.00	\$8.50	\$3,510.50	\$10.00	\$4,130.00
X	3	Remove Concrete	1730	S.F.	\$3.50	\$6,055.00	\$1.50	\$2,595.00	\$6.00	\$10,380.00	\$3.50	\$6,055.00	\$2.50	\$4,325.00
X	4	Remove Reinforced Concrete	1460	S.F.	\$5.00	\$7,300.00	\$2.50	\$3,650.00	\$7.50	\$10,950.00	\$6.50	\$9,490.00	\$4.50	\$6,570.00
X	5	Remove Crosswalk Striping	304	S.F.	\$2.50	\$760.00	\$8.00	\$2,432.00	\$5.00	\$1,520.00	\$3.00	\$912.00	\$5.00	\$1,520.00
X	6	Construct Curb Head	284	L.F.	\$22.00	\$6,248.00	\$18.00	\$5,112.00	\$65.00	\$18,460.00	\$18.00	\$5,112.00	\$14.00	\$3,976.00
X	7	Construct Curb and Gutter	413	L.F.	\$38.00	\$15,694.00	\$38.00	\$15,694.00	\$185.00	\$76,405.00	\$30.00	\$12,390.00	\$42.00	\$17,346.00
X	8	Construct 4" Concrete	1463	S.F.	\$8.00	\$11,704.00	\$8.50	\$12,435.50	\$26.00	\$38,038.00	\$9.00	\$13,167.00	\$10.00	\$14,630.00
X	9	Construct 6" Concrete	620	S.F.	\$11.00	\$6,820.00	\$12.00	\$7,440.00	\$32.00	\$19,840.00	\$9.50	\$5,890.00	\$11.00	\$6,820.00
X	10	Construct 7" Reinforced Concrete	1455	S.F.	\$12.00	\$17,460.00	\$15.00	\$21,825.00	\$34.00	\$49,470.00	\$16.25	\$23,643.75	\$14.00	\$20,370.00

EVALUATION TABULATION

IFB No. 24-131 (CI2415)

Concrete Improvements- Bonforte Boulevard Phase 2

Base Bid					A 5 Construction		Cedar Ridge Landscape, Inc		Dreng Solutions LLC		Gray Matter Construction		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	11	Construct Asphalt Roadway patch	1349	S.F.	\$8.00	\$10,792.00	\$9.00	\$12,141.00	\$18.00	\$24,282.00	\$13.75	\$18,548.75	\$10.00	\$13,490.00
X	12	Install Preformed Thermoplastic Striping (Crosswalk)	300	S.F.	\$14.00	\$4,200.00	\$25.00	\$7,500.00	\$6.00	\$1,800.00	\$30.00	\$9,000.00	\$15.00	\$4,500.00
X	13	Relocate Signs	7	EA.	\$149.00	\$1,043.00	\$50.00	\$350.00	\$600.00	\$4,200.00	\$290.00	\$2,030.00	\$275.00	\$1,925.00
X	14	Install Tactile Band 24" X 30"	30	EA.	\$160.00	\$4,800.00	\$275.00	\$8,250.00	\$600.00	\$18,000.00	\$340.00	\$10,200.00	\$250.00	\$7,500.00
X	15	Install Class 6 Backfill (Place and Compact)	10	TONS	\$35.00	\$350.00	\$55.00	\$550.00	\$110.00	\$1,100.00	\$410.00	\$4,100.00	\$55.00	\$550.00
X	16	Erosion and Sediment Control	1	LS	\$1,499.00	\$1,499.00	\$500.00	\$500.00	\$4,900.00	\$4,900.00	\$1,750.00	\$1,750.00	\$500.00	\$500.00
X	17	Traffic Control	1	LS	\$3,000.00	\$3,000.00	\$3,600.00	\$3,600.00	\$15,600.00	\$15,600.00	\$8,600.00	\$8,600.00	\$2,500.00	\$2,500.00
X	18	Mobilization	1	LS	\$2,499.00	\$2,499.00	\$4,300.00	\$4,300.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
Total						\$106,010.00		\$113,264.00		\$328,295.00		\$143,946.40		\$115,597.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements- Bonforte Boulevard Phase 2

Page 3

EVALUATION TABULATION

IFB No. 24-131 (CI2415)

Concrete Improvements- Bonforte Boulevard Phase 2

BASE BID (Table 2 of 2)

Base Bid					WGM Land Design. LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Remove Asphalt	1378	S.F.	\$4.89	\$6,738.42
X	2	Remove Curb and Gutter	413	L.F.	\$12.44	\$5,137.72
X	3	Remove Concrete	1730	S.F.	\$10.88	\$18,822.40
X	4	Remove Reinforced Concrete	1460	S.F.	\$8.78	\$12,818.80
X	5	Remove Crosswalk Striping	304	S.F.	\$4.50	\$1,368.00
X	6	Construct Curb Head	284	L.F.	\$19.87	\$5,643.08
X	7	Construct Curb and Gutter	413	L.F.	\$22.66	\$9,358.58
X	8	Construct 4" Concrete	1463	S.F.	\$10.87	\$15,902.81
X	9	Construct 6" Concrete	620	S.F.	\$14.66	\$9,089.20
X	10	Construct 7" Reinforced Concrete	1455	S.F.	\$18.55	\$26,990.25
X	11	Construct Asphalt Roadway patch	1349	S.F.	\$22.30	\$30,082.70
X	12	Install Preformed Thermoplastic Striping (Crosswalk)	300	S.F.	\$15.88	\$4,764.00
X	13	Relocate Signs	7	EA.	\$125.00	\$875.00
X	14	Install Tactile Band 24" X 30"	30	EA.	\$206.33	\$6,189.90
X	15	Install Class 6 Backfill (Place and Compact)	10	TONS	\$97.00	\$970.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements- Bonforte Boulevard Phase 2

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EVALUATION TABULATION

IFB No. 24-131 (CI2415)

Concrete Improvements- Bonforte Boulevard Phase 2

Selected	Line Item	Base Bid			WGM Land Design. LLC	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	16	Erosion and Sediment Control	1	LS	\$500.00	\$500.00
X	17	Traffic Control	1	LS	\$700.00	\$700.00
X	18	Mobilization	1	LS	\$1,500.00	\$1,500.00
Total						\$157,450.86

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements- Bonforte Boulevard Phase 2

Page 5

EVALUATION TABULATION
 IFB No. 24-131 (CI2415)
 Concrete Improvements- Bonforte Boulevard Phase 2

VENDOR QUESTIONNAIRE PASS/FAIL

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



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Tom Cummings, Director of Fleet Maintenance
Chris Noeller, Chief of Police

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$100,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR THE PURCHASE OF 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 \$100,000 for the purchase of police or 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. City's vehicle fleet contains many old and high-mileage vehicles. The Fleet Department will use these funds to replace old and high mileage police or administrative vehicles, whichever it deems most necessary for the continued efficient operation of the city departments.

The cost for a Police Interceptor Unit is \$68,890. The cost for administrative vehicles ranges from \$29,000 each for Ford Escapes and \$38,500 for Ford Explorers. 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. These ARPA funds were made available after City Council declined to move forward on the City-County Childcare Center Project at the December 9, 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 \$100,000 will be paid out of Project CI2113 - American Rescue Plan. These ARPA funds are available due to the Council's December 9, 2024 denial of the intergovernmental agreement and funding for the City-County Childcare Center 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 1 of 2
2. State Purchasing Bid for Administrative Vehicles 2 of 2
3. State Purchasing Bid for PIU

RESOLUTION NO. 15852

A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$100,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR THE PURCHASE OF 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 \$100,000 is hereby authorized from Project CI2113 - American Rescue plan for the purchase of police or 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 23, 2024

BY: Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vince Petkosek
DEPUTY 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(Alchmt)	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

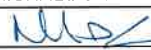
DELIVERY: 120-150 DAYS FROM DEALER RECEIPT OF ORDER FROM STATE (E.G. 90 DAYS)

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	8H	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/Back 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

Colorado State Fleet Management
2025 VEHICLE SPECIFICATIONS
Dealers Invitation to Bid

Page 1 of 3

6/4/2024

Class: SUV 4x4

Body Code: K1

PASS UTIL SMALL, 4X4

Representative Models: 1: JEEP CHEROKEE
3: FORD ESCAPE

2: TOYOTA RAV4
4: CHEVROLET TRAX

MAKE: FORD MODEL: ESCAPE OEM MODEL #: U9G TRIM LEVEL: ACTIVE OEM CODE: 200A

STANDARD SPECIFICATIONS:	OEM CODE	INDICATE ACTUAL DEALER SPECIFICATIONS
103 PASS: 5 PERSONS MIN.	103	PASS: 5 PERSON MIN
111 DOORS: 4 FULL SIZE SIDE DOORS	111	DOORS: 4 FULL SIZE SIDE DOORS
140 TIRES: ALL SEAS M&S RADIAL	140	TIRES: 225/65R17 102H ALL-SEASON
146 FULL SIZE SPARE TIRE MOUNTED	51U	MINI SPARE
155 GVW RATING: 4000 MIN	155	GVW RATING: 4000 MIN
172 WHEELBASE: 100.0 IN. MIN	172	WHEELBASE: 106.7"
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
309 CONSOLE BETWEEN BUCKET SEATS	309	CONSOLE BETWEEN BUCKET SEATS
310 SEATS: CLOTH SEATS	310	SEAT: CLOTH SEATS
320 FLOORING: CARPET	320	FLOORING: CARPET
340 AIR BAG - DRIVER SIDE	340	AIR BAG - DRIVER AND PASS SIDE
350 STD ENG: SPECIFY	99N	STD ENGINE: 1.5L ECOBOOST
400 MIRRORS: RIGHT AND LEFT	400	MIRROR: RIGHT AND LEFT
402 REAR WIPER	402	REAR WIPER
403 REAR WINDOW DEFROSTER	403	REAR WINDOW DEFROSTER
404 INTERMITTENT WIPERS	404	INTERMITTENT WIPERS
410 TRANSMISSION: AUTOMATIC	448	TRANSMISSION: 8-SPEED AUTOMATIC
418 AUTOMATIC LOCKING FRONT HUBS	418	AUTOMATIC LOCKING FRONT HUBS
692 FOUR-WHEEL DR OR ALL WHEEL DR: SPECIFY	692	ALL WHEEL DRIVE
752 AXLE RATIO: SPECIFY	752	AXLE RATIO: 3.81
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
991 STD MIN WRNTY - BUMPER TO BUMPER 3/36	991	3YR/36K MILE BUMPER TO BUMPER

STANDARD VEHICLE BASE PRICE \$ 28,000.00

AVAILABLE OPTIONS:	OEM CODE	ACTUAL / COMMENTS	PRICE
141 TIRES: ALL-TERRAIN, LIST SIZE:	141	TIRES: ALL-TERRAIN, AFTERMARKET	\$1000.00

Colorado State Fleet Management
2025 VEHICLE SPECIFICATIONS
Dealers Invitation to Bid

Page 2 of 3

6/4/2024

Class: SUV 4x4

Body Code: K1

PASS UTIL SMALL, 4X4

Representative Models: 1: JEEP CHEROKEE
3: FORD ESCAPE

2: TOYOTA RAV4
4: CHEVROLET TRAX

MAKE: FORD **MODEL:** ESCAPE **OEM MODEL #:** U9G **TRIM LEVEL:** ACTIVE **OEM CODE:** 200A

AVAILABLE OPTIONS:		OEM CODE	ACTUAL / COMMENTS	PRICE
143	TIRES: OPTION #1, LIST SIZE:	143	NOT AVAILABLE	N/A
149	TIRES: SPARE MOUNTED	51U	MINI SPARE - IN SPEC	INC
217	ENG OPTION: DIESEL	217	NOT AVAILABLE	N/A
229	HEAVY DUTY SUSPENSION SPECIFY TYPE:	229	NOT AVAILABLE	N/A
244	AXLE RATIO (MIN.) 4.10	244	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	\$300.00
284	REMOTE KEYLESS ENTRY	284	STANDARD	STD
311	SEATS: VINYL SEATS	311	NOT AVAILABLE	N/A
321	FLOORING: RUBBER	321	NOT AVAILABLE	N/A
330	SECURITY CAGE:LIST DESIGN/LOCA	330	SECURITY CAGE: SETINA - BEHIND 1ST ROW	\$650.00
408	REAR AXLE - ANTI SPIN	408	NOT AVAILABLE	N/A
413	TWO-WHEEL DRIVE: FRONT	U0G	TWO WHEEL DRIVE: FRONT	-\$1344.00)
414	TWO-WHEEL DRIVE: REAR	414	NOT AVAILABLE	N/A
430	PCKG:TOWING/RCVR HITCH(Atchmt)	430	PCKG: TOWING/RCVR HITCH	\$950.00
432	TOW HOOKS	432	NOT AVAILABLE	N/A
443	PKG: STROBE LIGHT (Attachment)	443	PKG: STROBE LIGHT	\$1250.00
444	PRE-HEATER	444	NOT AVAILABLE	N/A
450	SKID PLATE-FUEL TNK,TRFR CS/DI	450	NOT AVAILABLE	N/A
472	EPACT AFV CREDIT: Specify	472	NOT AVAILABLE	N/A
516	LEFT DOOR POST SPOTLIGHT (50W)	516	LEFT DOOR POST SPOTLIGHT	\$1050.00
520	POWER LOCKS	520	STANDARD	STD
526	POWER MIRRORS	526	STANDARD	STD
530	POWER WINDOWS	530	STANDARD	STD
541	DELETE DAYTIME/AUTO HEADLIGHTS	D942	DELETE DAYTIME/AUTO HEADLIGHTS - DRV CONFIG	N/A
599	AUDIO UPGRADE	68B	AUDIO UPGRADE: TECH PKG 1	\$995.00
608	HYBRID GAS/ELECTRIC	U0M	HYBRID GAS/ELECTRIC	\$4090.00
620	UPPER TRIM LEVEL PKG: SPECIFY	300A	UPPER TRIM LEVEL PKG: ST-LINE	\$1990.00
643	ADD DAYTIME RUNNING LIGHTS	942	ADD DAYTIME RUNNING LIGHTS	\$45.00
658	EXTRA KEYS & REMOTES	658	EXTRA KEYS&REMOTES	\$325.00
763	PHEV (PLUG IN HYBRID ELEC VEH)	U0E	PHEV	\$9005.00
845	BLIND SPOT NOTIFICATION	845	STANDARD	STD

Colorado State Fleet Management
2025 VEHICLE SPECIFICATIONS
Dealers Invitation to Bid

Page 3 of 3

6/4/2024

Class: SUV 4x4

Body Code: K1

PASS UTIL SMALL, 4X4

Representative Models: 1: JEEP CHEROKEE
3: FORD ESCAPE

2: TOYOTA RAV4
4: CHEVROLET TRAX

MAKE: FORD MODEL: ESCAPE OEM MODEL #: U9G TRIM LEVEL: ACTIVE OEM CODE: 200A

AVAILABLE OPTIONS:	OEM CODE	ACTUAL / COMMENTS	PRICE
887 BEV (BATTER/ELECTRIC)	887	NOT AVAILABLE	N/A
982 EXT WARRANTY - POWER TRAIN 5/100,000	982	EXT WRNTY: 5YR/100K MILE PWRTRN	\$2500.00

AVAILABLE COLORS: Please attach manufacturer color chart

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

PRICE

OTHER OPTIONS ARE AVAILABLE - CONTACT MIKE CROSS FOR ADD'L INFO

STANDARD FACTORY WARRANTY (Attach detailed description):

	MILES	MONTHS
Bumper to Bumper	<u>36,000</u>	<u>36</u>
Drive Train	<u>60,000</u>	<u>60</u>
Other	<u>60,000</u>	<u>60</u>

OPTIONAL FACTORY WARRANTY (Attach detailed description):

	MILES	MONTHS	PRICE
<u>MULTIPLE OPTIONS AVAIL</u>	<u></u>	<u></u>	<u></u>

EPA FUEL RATING: 26 M.P.G CITY, 32 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:

MINI SPARE IS ONLY SPARE TIRE OPTION

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	Material	Interior Description
Escape® Active	Unique Cloth	• Front Row Bucket Seats, 6-Way Manual Driver and 4-Way Manual Passenger • Second Row 60/40 Split-Fold-Flat and Sliding Seats, Fold-Down Center Armrest with Cupholders
PHEV	Partial Vinyl and Cloth	• Front Row Heated Sport Contour Bucket Seats, 8-Way Power Driver and 4-Way Manual Passenger • Second Row 60/40 Split-Fold-Flat and Sliding Seats, Fold-Down Center Armrest with Cupholders
PHEV Premium Package	ActiveX® Trimmed Seats with Quilting Design and Mini-Perforation	• Front Row Heated Sport Contour Bucket Seats, 10-Way Power Driver with Memory and 6-Way Power Passenger • Second Row 60/40 Split-Fold-Flat and Sliding Seats, Fold-Down Center Armrest with Cupholders
ST-Line	Partial Vinyl and Cloth Seats with Red Stitching	• Front Row Sport Contour Bucket Seats, 8-Way Power Driver and 4-Way Manual Passenger • Second Row 60/40 Split-Fold-Flat and Sliding Seats, Fold-Down Center Armrest with Cupholders
ST-Line Select	Partial Vinyl and Cloth Seats with Red Stitching	• Front Row Heated Sport Contour Bucket Seats, 8-Way Power Driver and 4-Way Manual Passenger • Second Row 60/40 Split-Fold-Flat and Sliding Seats, Fold-Down Center Armrest with Cupholders
ST-Line Elite	Partial Vinyl and Cloth Seats with Red Stitching	• Front Row Heated Sport Contour Bucket Seats, 10-Way Power Driver and 6-Way Power Passenger • Second Row 60/40 Split-Fold-Flat and Sliding Seats, Fold-Down Center Armrest with Cupholders
ST-Line Elite Premium Technology Package	ActiveX® with Quilting Design, and Mini-Perforation with Red Stitching	• Front Row Heated Sport Contour Bucket Seats, 10-Way Power Driver and 6-Way Power Passenger • Second Row 60/40 Split-Fold-Flat and Sliding Seats, Fold-Down Center Armrest with Cupholders
Platinum	ActiveX® Trimmed Seats with Mini-Perforation	• Front Row Heated Sport Contour Bucket Seats, 10-Way Power Driver with Memory and 6-Way Power Passenger • Second Row 60/40 Split-Fold-Flat and Sliding Seats, Fold-Down Center Armrest with Cupholders
Platinum Premium Technology Package	ActiveX® Trimmed Seats with Quilting Design and Mini-Perforation	• Front Row Heated Sport Contour Bucket Seats, 10-Way Power Driver with Memory and 6-Way Power Passenger • Second Row 60/40 Split-Fold-Flat and Sliding Seats, Fold-Down Center Armrest with Cupholders

COLOR OFFERINGS

Cabin Environment		Escape® Active		PHEV		PHEV Premium Package	
		Ebony	Space Gray	Ebony	Space Gray	Ebony	Space Gray
		Unique Cloth		Partial Vinyl and Cloth Seats		ActiveX® Trimmed Seats with Quilting Design and Mini-Perforation	
Paint Name	Order Code	Ebony	Space Gray	Ebony	Space Gray	Ebony	Space Gray
Agate Black Metallic	UM	■	■	■	■	■	■
Carbonized Gray Metallic	M7	■	■	■	■	■	■
Oxford White	YZ	■	■				
Rapid Red Metallic Tinted Clearcoat ¹	D4	■	■	■	■	■	■
★Space Silver Metallic	A3	■	■	■	■	■	■
Star White Metallic Tri-coat ¹	AZ			■	■	■	■
Vapor Blue Metallic	K1	■	■	■	■	■	■

¹ Extra Cost Paint

★ = New for this model year

■ = Available

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 CODEACTUAL / 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**

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#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)

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		– 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 DUO RED/WHITE</u> LED module X6, <u>DUO BLUE/WHITE</u> LED module X6,Two Piece Design. <u>Rear RTX Inner-Edge(Driver-Passenger) BS50Z RED</u> 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)
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		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
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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
Resolution**

COUNCIL MEETING DATE: December 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$85,466.00 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND RESPEC COMPANY, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY, FOR PROJECT NO. 24-098 STATE FAIR AND BESSEMER NEIGHBORHOOD DRAINAGE IMPROVEMENTS DESIGN AND ANALYSIS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

SUMMARY:

This Resolution approves Contract Amendment No. 1 to the Agreement for Professional Engineering Services awarded to RESPEC Company, LLC, in the amount of \$85,466.00 for Project No. 24-098 State Fair and Bessemer Neighborhood Drainage Improvements Design and Analysis.

PREVIOUS COUNCIL ACTION:

Resolution 15779, dated October 15, 2024, awarded an agreement for Professional Engineering Services in the amount of \$262,925.00 to RESPEC Company, LLC for the design and analysis of drainage improvements to the State Fair and Bessemer Neighborhood.

BACKGROUND:

The original project scope included performing hydraulic analysis of the overall basin under the assumption the City was going to be able to provide invert data of all pipes, manholes, and inlets. Due to unforeseen conditions and the City not having the proper equipment, confined space training and traffic control capabilities to acquire the needed invert data, the scope of the original project has been expanded. The expanded scope includes collecting the needed invert data to be able to accurately perform the hydraulic analysis of the basin.

This amendment to the Professional Engineering Services Agreement provides additional work for the data collection noted above.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$85,466.00 will be paid from SW2003 – Replacement – Summit St PH 1.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will result in the cancellation of additional services. However, the additional services are necessary to complete the original project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-098 Amendment No 1

RESOLUTION NO. 15853

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$85,466.00 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND RESPEC COMPANY, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY, FOR PROJECT NO. 24-098 STATE FAIR AND BESSEMER NEIGHBORHOOD DRAINAGE IMPROVEMENTS DESIGN AND ANALYSIS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

WHEREAS, an Agreement for Professional Engineering Services was awarded to RESPEC Company, LLC, for Project No. 24-098 State Fair and Bessemer Neighborhood Drainage Improvements Design and Analysis, on October 25, 2024, AND,

WHEREAS, the City of Pueblo and RESPEC Company, LLC, desire to modify the Agreement for the additional service; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Amendment No. 1 to the Agreement for Professional Engineering Services for Project No. 24-098 State Fair and Bessemer Neighborhood Drainage Improvements Design and Analysis, by and between the City of Pueblo, a Municipal Corporation, and RESPEC Company, LLC, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by Amendment No. 1 to be performed in the amount of \$85,466.00.

SECTION 2.

Funds for said Amendment shall be paid from Project Account SW2003 – Replacement – Summit Street PH 1.

SECTION 3.

The Purchasing Agent is hereby authorized to execute Amendment No. 1 on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest same.

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 23, 2024

BY: Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vince Petkosek
DEPUTY CITY CLERK

AMENDMENT NO. 1 TO THE PROFESSIONAL CONSULTING SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND RESPEC COMPANY, LLC

1. INTRODUCTION

This Amendment No. 1 to the Professional Consulting Services Agreement ("Amendment") is executed to be effective as of the ____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and RESPEC Company, LLC, a South Dakota Limited Liability Company authorized to do business in Colorado, ("Consultant") . City and Consultant are sometimes referred to herein as a "Party" and collectively, as the "Parties."

2. PROJECT STATEMENT

WITNESSETH THAT:

WHEREAS, City and Consultant entered into that certain Professional Consulting Services Agreement dated October 25, 2024, for Project 24-098 State Fair and Bessemer Neighborhood Drainage Improvements and Analysis (the "Agreement").

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

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

3. AGREEMENT

- A. The Agreement is amended by expanding the scope of services to include the following additional services:
 1. Consultant shall provide additional survey work as identified in Attachment A.
 2. Attachment A to this Amendment No. 1 shall be additional work as agreed upon by Consultant and City, and Consultant shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement.
- B. With respect to services provided under the Amendment No. 1, the fee schedule included in Attachment A to this Amendment No. 1 shall apply to compensation payable to Consultant. The aggregate compensation payable to the Consultant for performance of the additional services authorized by this Amendment No. 1 shall not exceed the maximum amount of \$85,466.00 as set forth in Attachment A and notwithstanding whether the service is billed as Time and Material.
 1. The compensation payable to the Consultant by this Amendment No. 1 shall be billed at the amounts set forth in Attachment A.

2. City must respond in writing with written approval prior to Consultant beginning work.
- C. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- D. Except as expressly modified by this Amendment No. 1, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 1, any obligations to be performed under the Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 1.
- E. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties had signed the same original. The Parties further agree that transmission of this Amendment by any electronic format, telecopy or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original

4. SIGNATURE SECTION

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

CITY OF PUEBLO, A COLORADO MUNICIPAL
CORPORATION

RESPEC COMPANY LLC

By _____
Naomi Hedden, Director of Purchasing

By _____
Alan Leak, PE, Principal-In-Charge

Attest _____
Marisa Stoller, City Clerk

[SEAL]

BALANCE OF APPROPRIATION EXISTS FOR THIS
AGREEMENT AND FUNDS ARE AVAILABLE

APPROVED AS TO FORM
DEPARTMENT OF LAW

Danny Nunn, Interim Finance Director

Robert Jagger, Deputy City Attorney

Attachments: Attachment A

Attachment A

Scope of Services and Fee Schedule



December 11, 2024

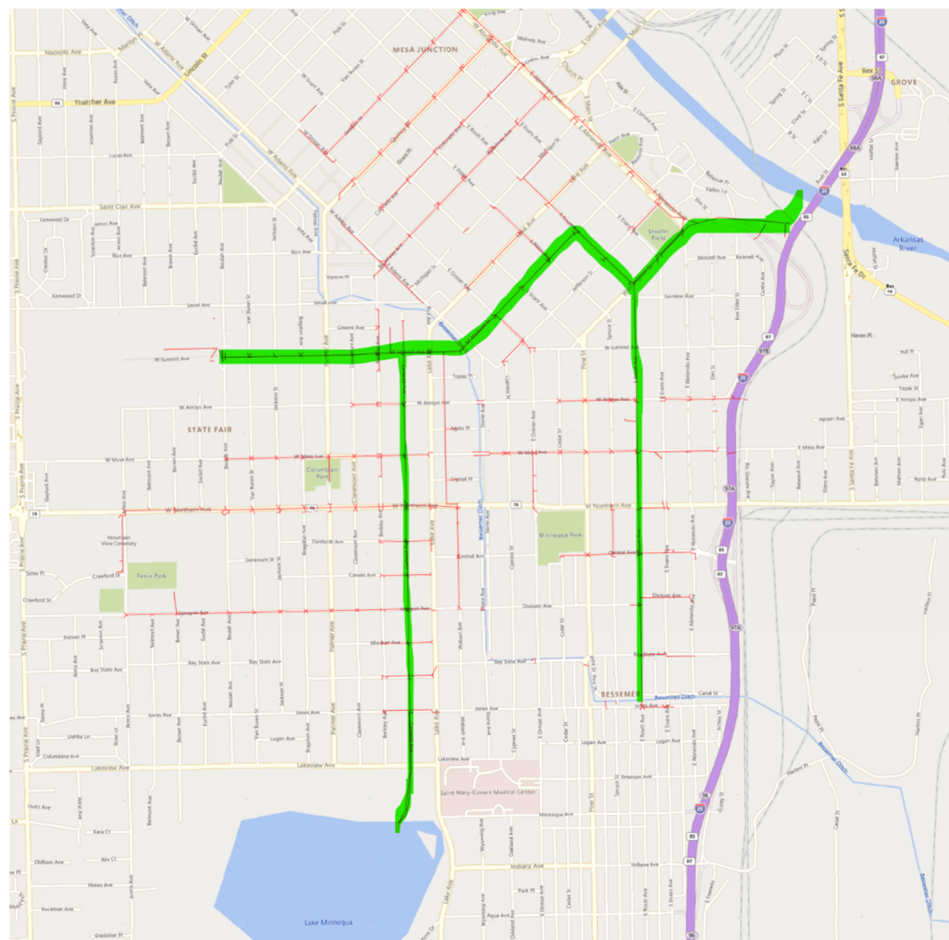
Melissa Bryant
RESPEC
melissa.bryant@respec.com
210.260.5504

RE: PROPOSAL AND SCOPE OF SERVICES FOR SURVEY SERVICES – R6
PROJECT: State Fair and Bessemer Neighborhood Drainage

SurvWest is pleased to provide an estimate to 811 calls and subsequent field data collection for 811 utility marks, AND storm manhole data collection with dips, culvert and outfall field data.

811 will be called and collected for the following storm system and areas highlighted in green below:

1. Routt Avenue.
2. Carteret Avenue.
3. Summit Avenue.



Dips and Rims will be for 126 inlets, 184 Manholes, and 10 contingency locations as provided via email from Noah Stamm (total of 320 structures).

SURVEY SCOPE

SurvWest will request 811 calls for the above streets highlighted in green. SurvWest will field locate all utility marks and add them to a AutoCAD Civil 3D digital map for client use.

Along with the 811 mapping, SurvWest will survey 320 structures (to include dips if accessible and safe to do so) with GPS RTK methods. SurvWest will also use GPS RTK methods to capture all outfall and existing culverts along attached storm sewer routes. SurvWest will utilize the Continuous operating network hub run by City of Pueblo and will deliver all data in Colorado State Plane South Coordinate System (NAD83) 2011).

Right-of-way takes (i.e. permanent and temporary easements) can be completed by SurvWest as needed for this design at an additional time and materials basis. SurvWest assumes \$1,750.00 per exhibit if needed. The total price for exhibits is not included in this estimate but set as an alternate.

ASSUMPTIONS

- The electronic submittals will be in AutoCAD Civil3D format with a published geodetic grid factor and a csv file with attributes.
- No other utilities will be vertically located except the storm sewer in this scope listed in the csv received via email from Noah Stamm with the City of Pueblo dated 12/06/24.
- No right of entry or permitting is anticipated and is not included in this cost estimate.
- 10 days traffic control is estimated. If more days are needed for this task, they will be supplied by the owner/client or a change order will be accepted for this task.
- Control will be established using City of Pueblo continuous operating network (CPUB). SurvWest will utilize Colorado State Plane South coordinate system (NAD83) 2011.
- This does not include underground utility locations except for the storm that is part of this proposal.
- No SUE work is estimated in the proposal.
- This proposal affords 8 client meetings
- No Right-of-Way retracement is estimated in this proposal.
- The cost estimate is a time and materials Not to Exceed estimate.
- This scope assumes 15 minutes per structure with drive time and setup in the field with contingency.
- This scope assumes 15 minutes per structure in the office to reduce notes and append CSV/DWG with contingency.
- SurvWest assumes no permitting is needed for this scope. If permitting is needed it will be supplied by the owner.
- No 3D linework is included in the DWG deliverable. Point and attribute data are included in this scope.

DELIVERABLES

1. AutoCAD Civil 3D electronic mapping files with point and attribute data only.
2. CSV file with all attributes as designated in email received from City of Pueblo via email on 12/06/24.

Email instructions from City of Pueblo:

1. Using NAD83 (2011) datum will be okay as we are only worried about the vertical datum NAV88 being used for the inverts at this point.
2. For the deliverables we need to clarify that the attributes will be filled out based on the following assumptions:

a. Manholes:

- i. Invert in 1 (N)
- ii. Invert in 2 (E)
- iii. Invert in 3 (S)
- iv. Invert in 4 (W)
- v. Invert in 5 will need to be notated on a per case basis

*Where the City's grid turns 45 degrees, we will assume NE, SE, SW, & NW

b. Inlets:

- i. Invert In 1:
- ii. Invert Out 1:
- iii. Invert In 2:
- iv. Invert Out 2:

*A majority of inlets only have 1 invert in and 1 invert out so this will be easy to tell. In cases where there are multiple this will need to be notated.

3. Manhole/Inlet Dips sheets will be provided as a deliverable with ManholeID/InletID

SCHEDULE OF COST

ORIGINAL CONTRACT	
Survey 811 Task Estimated NTE Fee (Original Contract)	\$76,165.00
AMENDMENT 1	
Survey Storm Task Estimated NTE Fee (Amendment 1)	\$50,130.00
Traffic Control (10 days), Traffic Control Plan (Amendment 1)	\$24,300.00
Survey Crew Per Diem (31 days) (Amendment 1)	\$11,036.00
Total Amendment 1	\$85,466.00
Total Survey Estimated Fee	\$161,631.00

Field Crew Day rate = \$2,567.00

Field Crew Day rate with office support = \$3,807.00

Exhibit (price per if needed) = \$1,750.00

We appreciate the opportunity to supply our qualifications and proposal for this project, should you have any additional questions regarding this proposal and scope of work, please do not hesitate to contact me.

Sincerely,
SurvWest



Sue Weiss, PLS
Denver Survey Lead
602.315.2557
sweiss@survwest.com

This offer is not binding, and no contract between the parties shall exist unless and until definitive written agreements have been negotiated and executed by the parties. The services and products described herein are subject to change and will only be binding obligations if included in definitive written agreements executed by the parties.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 23, 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 \$77,494.53 TO CUMBRE SOLUTIONS, LLC, FOR PROJECT NO. 24-137, CONCRETE TRAIL REPAIRS, SETTING FORTH \$22,505.47 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a construction contract to Cumbre Solutions, LLC, for Project No. 24-137, Concrete Trail Repairs.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

In general, this project will consist of concrete trail repairs to the trail along the Arkansas River from Pueblo Boulevard to Pillars Park near the kayak course.

This Resolution awards the construction contract to Cumbre Solutions, LLC.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$100,000 will be paid from Project Account CI2113 ARPA Funds.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-137 Bid Summary

RESOLUTION NO. 15854

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$77,494.53 TO CUMBRE SOLUTIONS, LLC, FOR PROJECT NO. 24-137, CONCRETE TRAIL REPAIRS, SETTING FORTH \$22,505.47 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-137, Concrete Trail Repairs have been received and examined; AND,

WHEREAS, the proposal of Cumbre Solutions, LLC, was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 24-137, Concrete Trail Repairs to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-137, Concrete Trail Repairs, to be performed, and the contract for said project is hereby awarded to Cumbre Solutions, LLC, in the amount of \$77,494.53.

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.....\$22,505.47

SECTION 4.

Funds in the amount of \$100,000.00 for Project No. 24-137 (including contingencies and additional work) shall be from Project Account CI2113, ARPA Funds.

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 23, 2024

BY: Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vince Petkosek
DEPUTY CITY CLERK



EVALUATION TABULATION
IFB No. 24-137 (CI2113)
Concrete Trail Replacement
RESPONSE DEADLINE: November 13, 2024 at 2:00 pm
Report Generated: Thursday, December 12, 2024

VENDOR TOTALS

Vendor	Base Bid	Bid Alternate No. 1	Bid Alternate No. 2	Bid Alternate No. 3	Total
Cumbre Solutions LLC	\$60,363.50	\$45,440.75	\$17,131.03	\$10,761.59	\$133,696.87
Wicked Outlaw Construction	\$81,420.00	\$49,752.00	\$16,922.75	\$10,630.75	\$158,725.50
Cedar Ridge Landscape, Inc	\$94,623.25	\$61,042.50	\$12,496.80	\$7,850.40	\$176,012.95
Gray Matter Construction	\$90,851.80	\$58,694.00	\$18,224.50	\$11,448.50	\$179,218.80
Solid Earth Civil Constructors	\$104,758.70	\$51,850.70	\$14,058.90	\$8,831.70	\$179,500.00
Lucky Dog Contracting	\$97,376.00	\$62,528.00	\$18,224.50	\$11,448.50	\$189,577.00
A 5 Construction	\$98,312.00	\$58,686.00	\$26,035.00	\$16,355.00	\$199,388.00
MONTANO CONCRETE CORP	\$136,372.00	\$84,970.00	\$30,721.30	\$19,298.90	\$271,362.20

EVALUATION TABULATION
IFB No. 24-137 (CI2113)
Concrete Trail Replacement

BASE BID (Table 1 of 2)

Concrete Trail Replacement

BASE BID					A 5 Construction		Cedar Ridge Landscape, Inc		Cumbre Solutions LLC		Gray Matter Construction		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	1	Construct 6" Colored Concrete	718	S.F.	\$16.00	\$11,488.00	\$16.00	\$11,488.00	\$15.50	\$11,129.00	\$13.10	\$9,405.80	\$18.00	\$12,924.00
X	2	Construct 7" Reinforced Concrete	4489	S.F.	\$16.00	\$71,824.00	\$17.25	\$77,435.25	\$10.50	\$47,134.50	\$14.00	\$62,846.00	\$18.00	\$80,802.00
X	3	Install Class 6 Base Materials	10	TONS	\$50.00	\$500.00	\$60.00	\$600.00	\$50.00	\$500.00	\$100.00	\$1,000.00	\$65.00	\$650.00
X	4	Erosion and Sediment Control	1	LS	\$7,500.00	\$7,500.00	\$400.00	\$400.00	\$100.00	\$100.00	\$10,200.00	\$10,200.00	\$1,000.00	\$1,000.00
X	5	Traffic Control	1	LS	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$2,400.00	\$2,400.00	\$1,000.00	\$1,000.00
X	6	Mobilization	1	LS	\$3,500.00	\$3,500.00	\$3,700.00	\$3,700.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
Total						\$98,312.00		\$94,623.25		\$60,363.50		\$90,851.80		\$97,376.00

EVALUATION TABULATION
 IFB No. 24-137 (CI2113)
 Concrete Trail Replacement

BASE BID (Table 2 of 2)

Concrete Trail Replacement

Selected	Line Item	BASE BID			MONTANO CONCRETE CORP		Solid Earth Civil Constructors		Wicked Outlaw Construction	
		Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Construct 6" Colored Concrete	718	S.F.	\$19.00	\$13,642.00	\$14.80	\$10,626.40	\$14.00	\$10,052.00
X	2	Construct 7" Reinforced Concrete	4489	S.F.	\$20.00	\$89,780.00	\$13.70	\$61,499.30	\$12.00	\$53,868.00
X	3	Install Class 6 Base Materials	10	TONS	\$95.00	\$950.00	\$59.80	\$598.00	\$50.00	\$500.00
X	4	Erosion and Sediment Control	1	LS	\$19,000.00	\$19,000.00	\$16,350.00	\$16,350.00	\$10,000.00	\$10,000.00
X	5	Traffic Control	1	LS	\$4,000.00	\$4,000.00	\$4,935.00	\$4,935.00	\$6,500.00	\$6,500.00
X	6	Mobilization	1	LS	\$9,000.00	\$9,000.00	\$10,750.00	\$10,750.00	\$500.00	\$500.00
Total						\$136,372.00		\$104,758.70		\$81,420.00

EVALUATION TABULATION
 IFB No. 24-137 (CI2113)
 Concrete Trail Replacement

BID ALTERNATE NO. 1 (Table 1 of 2)

Additional Concrete Trail Replacement

BID ALTERNATE NO. 1					A 5 Construction		Cedar Ridge Landscape, Inc		Cumbre Solutions LLC		Gray Matter Construction		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	7	Construct 7" Reinforced Concrete	3271	S.F.	\$16.00	\$52,336.00	\$17.50	\$57,242.50	\$13.25	\$43,340.75	\$14.00	\$45,794.00	\$18.00	\$58,878.00
X	8	Install Class 6 Base Materials	10	TONS	\$35.00	\$350.00	\$60.00	\$600.00	\$50.00	\$500.00	\$100.00	\$1,000.00	\$65.00	\$650.00
X	9	Erosion and Sediment Control	1	LS	\$3,500.00	\$3,500.00	\$200.00	\$200.00	\$100.00	\$100.00	\$6,000.00	\$6,000.00	\$1,000.00	\$1,000.00
X	10	Traffic Control	1	LS	\$1,000.00	\$1,000.00	\$700.00	\$700.00	\$500.00	\$500.00	\$2,400.00	\$2,400.00	\$1,000.00	\$1,000.00
X	11	Mobilization	1	LS	\$1,500.00	\$1,500.00	\$2,300.00	\$2,300.00	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00
Total						\$58,686.00		\$61,042.50		\$45,440.75		\$58,694.00		\$62,528.00

EVALUATION TABULATION
 IFB No. 24-137 (CI2113)
 Concrete Trail Replacement

BID ALTERNATE NO. 1 (Table 2 of 2)

Additional Concrete Trail Replacement

BID ALTERNATE NO. 1					MONTANO CONCRETE CORP		Solid Earth Civil Constructors		Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	7	Construct 7" Reinforced Concrete	3271	S.F.	\$20.00	\$65,420.00	\$13.70	\$44,812.70	\$12.00	\$39,252.00
X	8	Install Class 6 Base Materials	10	TONS	\$95.00	\$950.00	\$59.80	\$598.00	\$50.00	\$500.00
X	9	Erosion and Sediment Control	1	LS	\$11,000.00	\$11,000.00	\$3,100.00	\$3,100.00	\$6,000.00	\$6,000.00
X	10	Traffic Control	1	LS	\$2,000.00	\$2,000.00	\$880.00	\$880.00	\$3,500.00	\$3,500.00
X	11	Mobilization	1	LS	\$5,600.00	\$5,600.00	\$2,460.00	\$2,460.00	\$500.00	\$500.00
Total						\$84,970.00		\$51,850.70		\$49,752.00

EVALUATION TABULATION
 IFB No. 24-137 (CI2113)
 Concrete Trail Replacement

BID ALTERNATE NO. 2 (Table 1 of 2)

Removal of Concrete Trail- Base Bid

BID ALTERNATE NO. 2					A 5 Construction		Cedar Ridge Landscape, Inc		Cumbre Solutions LLC		Gray Matter Construction		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	13	Remove Concrete	5207	S.F.	\$5.00	\$26,035.00	\$2.40	\$12,496.80	\$3.29	\$17,131.03	\$3.50	\$18,224.50	\$3.50	\$18,224.50
Total						\$26,035.00		\$12,496.80		\$17,131.03		\$18,224.50		\$18,224.50

BID ALTERNATE NO. 2 (Table 2 of 2)

Removal of Concrete Trail- Base Bid

BID ALTERNATE NO. 2					MONTANO CONCRETE CORP		Solid Earth Civil Constructors		Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	13	Remove Concrete	5207	S.F.	\$5.90	\$30,721.30	\$2.70	\$14,058.90	\$3.25	\$16,922.75
Total						\$30,721.30		\$14,058.90		\$16,922.75

EVALUATION TABULATION
 IFB No. 24-137 (CI2113)
 Concrete Trail Replacement

BID ALTERNATE NO. 3 (Table 1 of 2)

Removal Of Concrete Trail- Add Alternate No. 1

BID ALTERNATE NO. 3					A 5 Construction		Cedar Ridge Landscape, Inc		Cumbre Solutions LLC		Gray Matter Construction		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	14	Remove Concrete	3271	S.F.	\$5.00	\$16,355.00	\$2.40	\$7,850.40	\$3.29	\$10,761.59	\$3.50	\$11,448.50	\$3.50	\$11,448.50
Total						\$16,355.00		\$7,850.40		\$10,761.59		\$11,448.50		\$11,448.50

BID ALTERNATE NO. 3 (Table 2 of 2)

Removal Of Concrete Trail- Add Alternate No. 1

BID ALTERNATE NO. 3					MONTANO CONCRETE CORP		Solid Earth Civil Constructors		Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	14	Remove Concrete	3271	S.F.	\$5.90	\$19,298.90	\$2.70	\$8,831.70	\$3.25	\$10,630.75
Total						\$19,298.90		\$8,831.70		\$10,630.75

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	A 5 Construction	Cedar Ridge Landscape, Inc	Cumbre Solutions LLC	Gray Matter Construction	Lucky Dog Contracting	MONTANO CONCRETE CORP	Solid Earth Civil Constructors	Wicked Outlaw Construction
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
SAM.gov REGISTRATION	Pass	Pass		Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS								
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
SPECIAL FUNDING REQUIREMENTS	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
CERTIFICATION REGARDING BYRD ANTI-LOBBYING	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION
IFB No. 24-137 (CI2113)
Concrete Trail Replacement

Question Title	A 5 Construction	Cedar Ridge Landscape, Inc	Cumbre Solutions LLC	Gray Matter Construction	Lucky Dog Contracting	MONTANO CONCRETE CORP	Solid Earth Civil Constructors	Wicked Outlaw Construction
Has/is this firm or any officer or partner of this firm:								
Convicted of a criminal offense	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$59,434 TO INDUSTRIAL CONSTRUCTORS /MANAGERS, INC. AND SETTING FORTH \$5,943 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 24-061 (WWAN04) FY2024 WASTEWATER SECONDARY CLARIFIER #1 AR PLATE REPLACEMENT AT THE JAMES R. DIORIO WATER RECLAMATION FACILITY AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME.

SUMMARY:

This Resolution awards a construction contract to Industrial Constructors/Managers, Inc. for Project No. 24-061 (WWAN04), FY2024 Wastewater Secondary Clarifier #1 AR Plate Replacement at the James R. Dilorio Water Reclamation Facility (WRF). The project will replace the damaged AR plate.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The WRF treats all the wastewater for the City of Pueblo, and the Secondary Clarifier is the final step in the separation of the solids from the water. The plate in the secondary clarifier is worn out and is causing issues with the seals. Without this rehabilitation, it puts the facility at risk not to have a backup in case of an outage of another clarifier. To protect the public interest, this secondary clarifier requires rehabilitation. Specifically, this project will consist of removing the old suction manifold and removing the old wear plate from the bottom of the clarifier, installing a new wear plate, grouting the wear plate, installing the suction manifold, and installing new manifold gaskets and seals.

FINANCIAL IMPLICATIONS:

The cost of the construction project was bid at \$59,434 with contingencies of \$5,943. Funds are available from the Sewer User Funds and appropriated to Project No. 24-061 (WWAN04).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

If no rehabilitation is performed on the secondary clarifier, the condition of the secondary clarifier will continue to deteriorate until an emergency repair is required. The Water Reclamation Facility would also risk violating its discharge permit if a secondary clarifier outage were to happen.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 12-23-24 Secondary Clarifier 24-061 Bid Summary
2. 12-23-24 Secondary Clarifier Site Map

RESOLUTION NO. 15855

A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$59,434 TO INDUSTRIAL CONSTRUCTORS /MANAGERS, INC. AND SETTING FORTH \$5,943 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 24-061 (WWAN04) FY2024 WASTEWATER SECONDARY CLARIFIER #1 AR PLATE REPLACEMENT AT THE JAMES R. DIORIO WATER RECLAMATION FACILITY AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME.

WHEREAS, competitive bids for Project No. 24-061 (WWAN04) FY2024 Wastewater Secondary Clarifier #1 AR Plate Replacement at the James R. Dilorio Water Reclamation Facility have been received and examined; and

WHEREAS, the proposal of Industrial Constructors / Managers, Inc. of Pueblo, Colorado was the lowest of those bids determined to be responsive; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Contract for Project No. 24-061 (WWAN04) FY2024 Wastewater Secondary Clarifier #1 AR Plate Replacement at the James R. Dilorio Water Reclamation Facility is hereby awarded to Industrial Constructors / Managers, Inc., in the amount of \$59,434.

SECTION 2.

Funds for Project 24-061 (WWAN04) shall be from the Sewer User Funds.

SECTION 3.

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

SECTION 4.

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

Contingencies and Additional Work.....\$5,943.

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 23, 2024

BY: Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vince Petkosek
DEPUTY CITY CLERK



City of Pueblo
Purchasing

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

EVALUATION TABULATION

IFB No. 24-061

Wastewater Secondary Clarifier #1 AR Plate Replacement

RESPONSE DEADLINE: November 14, 2024 at 9:00 am

Report Generated: Thursday, November 14, 2024

			Industrial Constructors/ Managers, Inc.
Line Item	Description	Unit of Measure	Unit Cost
1	Total Cost for removal of existing AR plate, seals, etc. and replacement/installation of new seals and new AR plate (including repairs to concrete that may be caused during the AR plate removal) as detailed in the specifications for this project.	Lump Sum	\$59,434.00
Total			\$59,434.00



E Illex St

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E Illex St

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E Illex St

S Queens Ave

S Queens Ave

S Queens Ave

CITY OF
PUEBLO SEWER...

Stockyard Rd

Google

Booth Orchard



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Danny Nunn, Interim Director of Finance

SUBJECT: A RESOLUTION UNOBLIGATING \$26,562.97 FROM TWO SEPARATE PROJECTS IN PROJECT CI2113 – AMERICAN RESCUE PLAN ACT AND REOBLIGATING THE FUNDS TO THE I.T. FIBER EXPANSION FOR THE EAST FIRE STATION #6 PROJECT AS AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT AND THE U.S. TREASURY FINAL RULE 31 CFR 35

SUMMARY:

This Resolution un-obligates \$26,562.97 from two projects in American Rescue Plan Act (“ARPA”) funds and re-obligates those funds to the I.T. Fiber Expansion for the East Fire Station #6 Project as authorized by ARPA and the U.S. Treasury Final Rule CFR 35.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI-2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from ARPA funds 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). By Resolution No. 154409, City Council approved the allocation of ARPA to the I.T. Fiber Expansion for the East Fire Station #6 Project.

BACKGROUND:

Between 2021 and 2023, the two projects set forth in the table below were approved by Resolution for the allocation of ARPA funds.

	Resolution/ Ordinance	Project	Amount Unobligated
1	Resolution	Pueblo Community College – PEAK (Place for	\$20,959.64

	10154	Education and Academic Knowledge)	
2	Resolution 10470	Teen Nights Fri & Sat with Boys & Girls Club	\$5,603.33

The subrecipient agreements for these two projects have expired, but the projects still have unexpended funds. These funds must be re-obligated by December 31, 2024.

The I.T. Fiber Expansion to the East Fire Station #6 Project was funded with ARPA funds and general fund dollars. The monies from the two projects identified above will be transferred to the I.T. Fiber Expansion to the East Fire Station #6 Project to reduce the amount of general fund dollars needed to complete the project.

FINANCIAL IMPLICATIONS:

Unobligated funds in the total amount of \$26,562.97 will be transferred to the I.T. Fiber Expansion to the East Fire Station #6 Project to reduce the amount of general fund dollars needed to complete the project.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

The City Council could decide not to un-obligate and re-obligate the remaining funds from the two ARPA projects listed above.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15856

A RESOLUTION UNOBLIGATING \$26,562.97 FROM TWO SEPARATE PROJECTS IN PROJECT CI2113 – AMERICAN RESCUE PLAN ACT AND REOBLIGATING THE FUNDS TO THE I.T. FIBER EXPANSION FOR THE EAST FIRE STATION #6 PROJECT AS AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT AND THE U.S. TREASURY FINAL RULE 31 CFR 35

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of \$26,562.97 are hereby un-obligated from the two projects in Project CI2113 – American Rescue Plan Act listed below:

	Resolution/ Ordinance	Project	Amount Unobligated
1	Resolution 10154	Pueblo Community College – PEAK (Place for Education and Academic Knowledge)	\$20,959.64
2	Resolution 10470	Teen Nights Fri & Sat with Boys & Girls Club	\$5,603.33

SECTION 2.

Funds in the amount of \$26,562.97 are re-obligated to the I.T. Fiber Expansion to the East Fire Station #6 Project.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: December 23, 2024

BY: Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
DEPUTY CITY CLERK

Signed by:

Vince Petkosek

330F90D300E24F8



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 23, 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 \$18,053.75 TO CORNEJO MATERIALS, FOR PROJECT NO. 24-127, CONCRETE IMPROVEMENTS - 410 HARRISON STREET, SETTING FORTH \$2,700.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Cornejo Materials, for Project No. 24-127, Concrete Improvements - 410 Harrison Street.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of curb and gutter and sidewalk improvements on 410 Harrison Street. This Resolution awards the construction contract to Cornejo Materials.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$20,753.75 will be paid from Project Account HUAN01 - Street Resurfacing

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-127 Bid Summary

RESOLUTION NO. 15857

A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$18,053.75 TO CORNEJO MATERIALS, FOR PROJECT NO. 24-127, CONCRETE IMPROVEMENTS - 410 HARRISON STREET, SETTING FORTH \$2,700.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-127, Concrete Improvements - 410 Harrison Street have been received and examined; and,

WHEREAS, the proposal of Cornejo Materials, was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 24-127, Concrete Improvements - 410 Harrison Street to be performed; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-127, Concrete Improvements - 410 Harrison Street, to be performed, and the contract for said project is hereby awarded to Cornejo Materials, in the amount of \$18,053.75.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$2,700.00

SECTION 4.

Funds in the amount of \$20,753.75 for Project No. 24-127 (including contingencies and additional work) 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 23, 2024

BY: Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vince Petkosek
DEPUTY CITY CLERK



EVALUATION TABULATION
IFB No. 24-127 (HUAN01)
Concrete Improvements - 410 Harrison Street
RESPONSE DEADLINE: December 4, 2024 at 10:30 am
Report Generated: Wednesday, December 4, 2024

VENDOR TOTALS

Vendor	Total
Cornejo Materials	\$18,053.75
Cedar Ridge Landscape, Inc	\$19,369.65
A 5 Construction	\$19,421.00
Cumbre Solutions LLC	\$19,893.14
Lucky Dog Contracting	\$21,657.00
Gray Matter Construction	\$22,243.50
WGM Land Design. LLC	\$29,363.26

EVALUATION TABULATION
IFB No. 24-127 (HUAN01)
Concrete Improvements - 410 Harrison Street

BASE BID (Table 1 of 2)

Selected	Line Item	Base Bid			A 5 Construction		Cedar Ridge Landscape, Inc		Cornejo Materials		Cumbre Solutions LLC		Gray Matter Construction	
		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	107	L.F.	\$7.00	\$749.00	\$10.00	\$1,070.00	\$4.00	\$428.00	\$3.32	\$355.24	\$7.85	\$839.95
X	2	REMOVE CONCRETE	627	S.F.	\$3.50	\$2,194.50	\$1.75	\$1,097.25	\$3.00	\$1,881.00	\$3.32	\$2,081.64	\$3.15	\$1,975.05
X	3	REMOVE CURB HEAD	34	L.F.	\$5.00	\$170.00	\$7.00	\$238.00	\$3.00	\$102.00	\$3.32	\$112.88	\$7.85	\$266.90
X	4	REMOVE ASPHALT PATCH	214	S.F.	\$3.75	\$802.50	\$2.00	\$428.00	\$4.00	\$856.00	\$3.32	\$710.48	\$3.15	\$674.10
X	5	CONSTRUCT CURB AND GUTTER	107	L.F.	\$38.00	\$4,066.00	\$40.00	\$4,280.00	\$32.00	\$3,424.00	\$29.23	\$3,127.61	\$34.00	\$3,638.00
X	6	CONSTRUCT 4" CONCRETE	273	S.F.	\$8.00	\$2,184.00	\$9.00	\$2,457.00	\$6.75	\$1,842.75	\$8.41	\$2,295.93	\$8.50	\$2,320.50
X	7	CONSTRUCT 6" CONCRETE	371	S.F.	\$9.00	\$3,339.00	\$12.00	\$4,452.00	\$8.00	\$2,968.00	\$11.69	\$4,336.99	\$9.00	\$3,339.00
X	8	CONSTRUCT ASPHALT ROADWAY PATCH	214	S.F.	\$9.00	\$1,926.00	\$9.10	\$1,947.40	\$8.00	\$1,712.00	\$6.08	\$1,301.12	\$10.00	\$2,140.00
X	9	CONSTRUCT CURB HEAD	85	L.F.	\$22.00	\$1,870.00	\$20.00	\$1,700.00	\$11.00	\$935.00	\$17.57	\$1,493.45	\$21.00	\$1,785.00
X	10	INSTALL CLASS 6 ROAD BASE	1	TON	\$120.00	\$120.00	\$55.00	\$55.00	\$55.00	\$55.00	\$438.88	\$438.88	\$385.00	\$385.00

EVALUATION TABULATION
 IFB No. 24-127 (HUAN01)
 Concrete Improvements - 410 Harrison Street

Selected	Line Item	Base Bid			A 5 Construction		Cedar Ridge Landscape, Inc		Cornejo Materials		Cumbre Solutions LLC		Gray Matter Construction	
		Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	11	EROSION AND SEDIMENT CONTROL	1	L.S.	\$500.00	\$500.00	\$100.00	\$100.00	\$1,350.00	\$1,350.00	\$217.13	\$217.13	\$490.00	\$490.00
X	12	TRAFFIC CONTROL	1	L.S.	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$1,500.00	\$1,500.00	\$1,447.50	\$1,447.50	\$1,390.00	\$1,390.00
X	13	MOBILIZATION	1	L.S.	\$500.00	\$500.00	\$745.00	\$745.00	\$1,000.00	\$1,000.00	\$1,974.29	\$1,974.29	\$3,000.00	\$3,000.00
Total						\$19,421.00		\$19,369.65		\$18,053.75		\$19,893.14		\$22,243.50

EVALUATION TABULATION
 IFB No. 24-127 (HUAN01)
 Concrete Improvements - 410 Harrison Street

BASE BID (Table 2 of 2)

Base Bid					Lucky Dog Contracting		WGM Land Design. LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	REMOVE CURB AND GUTTER	107	L.F.	\$10.00	\$1,070.00	\$12.44	\$1,331.08
X	2	REMOVE CONCRETE	627	S.F.	\$2.50	\$1,567.50	\$10.88	\$6,821.76
X	3	REMOVE CURB HEAD	34	L.F.	\$7.00	\$238.00	\$9.23	\$313.82
X	4	REMOVE ASPHALT PATCH	214	S.F.	\$2.50	\$535.00	\$5.89	\$1,260.46
X	5	CONSTRUCT CURB AND GUTTER	107	L.F.	\$42.00	\$4,494.00	\$22.66	\$2,424.62
X	6	CONSTRUCT 4" CONCRETE	273	S.F.	\$10.00	\$2,730.00	\$10.87	\$2,967.51
X	7	CONSTRUCT 6" CONCRETE	371	S.F.	\$12.50	\$4,637.50	\$14.66	\$5,438.86
X	8	CONSTRUCT ASPHALT ROADWAY PATCH	214	S.F.	\$10.00	\$2,140.00	\$22.30	\$4,772.20
X	9	CONSTRUCT CURB HEAD	85	L.F.	\$14.00	\$1,190.00	\$18.07	\$1,535.95
X	10	INSTALL CLASS 6 ROAD BASE	1	TON	\$55.00	\$55.00	\$97.00	\$97.00
X	11	EROSION AND SEDIMENT CONTROL	1	L.S.	\$500.00	\$500.00	\$400.00	\$400.00
X	12	TRAFFIC CONTROL	1	L.S.	\$1,500.00	\$1,500.00	\$500.00	\$500.00
X	13	MOBILIZATION	1	L.S.	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
Total						\$21,657.00		\$29,363.26

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	A 5 Construction	Cedar Ridge Landscape, Inc	Cornejo Materials	Cumbre Solutions LLC	Gray Matter Construction	Lucky Dog Contracting	WGM Land Design. LLC
BID GUARANTEE	Pass	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



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 23, 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 \$10,327 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 24-092, CONCRETE IMPROVEMENTS - 2711 WITHERS AVENUE, SETTING FORTH \$2,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Cedar Ridge Landscape Inc., for Project No. 24-092, Concrete Improvements - 2711 Withers Avenue.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of sidewalk and driveway improvements along 2711 Withers Avenue.

This Resolution awards the construction contract to Cedar Ridge Landscape, Inc.

FINANCIAL IMPLICATIONS:

Funding (including contingencies), in the amount of \$12,327, 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. 24-092 Bid Summary

RESOLUTION NO. 15858

A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$10,327 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 24-092, CONCRETE IMPROVEMENTS - 2711 WITHERS AVENUE, SETTING FORTH \$2,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-092, Concrete Improvements - 2711 Withers Avenue have been received and examined; AND,

WHEREAS, the proposal of Cedar Ridge Landscape, Inc., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 24-092, Concrete Improvements - 2711 Withers Avenue to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-092, Concrete Improvements - 2711 Withers Avenue to be performed, and the contract for said project is hereby awarded to Cedar Ridge Landscape, Inc., in the amount of \$10,327.

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.....\$2,000.00

SECTION 4.

Funding, in the amount of \$12,327 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 23, 2024

BY: Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vince Petkosek
DEPUTY CITY CLERK



City of Pueblo
Purchasing

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

EVALUATION TABULATION
IFB No. 24-092 (HUAN01)
Concrete Improvements - 2711 Withers Avenue
RESPONSE DEADLINE: December 4, 2024 at 10:00 am
Report Generated: Wednesday, December 4, 2024

VENDOR TOTALS

Vendor	Total
Cedar Ridge Landscape, Inc	\$10,327.00
A 5 Construction	\$10,719.00
Lucky Dog Contracting	\$12,178.00
Cornejo Materials and Asphalt Ltd	\$13,547.435
Cumbre Solutions LLC	\$15,397.14
WGM Land Design. LLC	\$15,432.31
Gray Matter Construction	\$15,628.90

EVALUATION TABULATION
IFB No. 24-092 (HUAN01)
Concrete Improvements - 2711 Withers Avenue

BASE BID (Table 1 of 2)

Selected	Line Item	Base Bid			A 5 Construction		Cedar Ridge Landscape, Inc		Cornejo Materials and Asphalt Ltd		Cumbre Solutions LLC		Gray Matter Construction	
		Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	REMOVE CURB & GUTTER	60	L.F.	\$8.00	\$480.00	\$10.00	\$600.00	\$4.50	\$270.00	\$5.59	\$335.40	\$7.85	\$471.00
X	2	REMOVE ASPHALT	120	S.F.	\$3.75	\$450.00	\$2.50	\$300.00	\$4.00	\$480.00	\$5.59	\$670.80	\$3.15	\$378.00
X	3	REMOVE CONCRETE	216	S.F.	\$4.00	\$864.00	\$2.25	\$486.00	\$3.20	\$691.20	\$5.59	\$1,207.44	\$3.15	\$680.40
X	4	CONSTRUCT CURB & GUTTER	60	L.F.	\$38.00	\$2,280.00	\$40.00	\$2,400.00	\$38.00	\$2,280.00	\$44.16	\$2,649.60	\$34.00	\$2,040.00
X	5	CONSTRUCT 4" CONCRETE	247	S.F.	\$8.00	\$1,976.00	\$9.00	\$2,223.00	\$6.75	\$1,667.25	\$9.42	\$2,326.74	\$8.50	\$2,099.50
X	6	CONSTRUCT 6" CONCRETE	39	S.F.	\$9.00	\$351.00	\$12.00	\$468.00	\$39.00	\$1,521.00	\$37.93	\$1,479.27	\$10.00	\$390.00
X	7	CONSTRUCT ASPHALT ROADWAY PATCH	120	S.F.	\$8.00	\$960.00	\$9.25	\$1,110.00	\$8.00	\$960.00	\$8.52	\$1,022.40	\$10.00	\$1,200.00
X	8	UNCLASSIFIED EXCAVATION	10	C.Y.	\$44.00	\$440.00	\$75.00	\$750.00	\$88.5985	\$885.985	\$173.70	\$1,737.00	\$60.00	\$600.00
X	9	INSTALL CLASS 6 BASE MATERIAL (PLACE AND COMPACT)	18	TON	\$51.00	\$918.00	\$55.00	\$990.00	\$44.00	\$792.00	\$37.35	\$672.30	\$160.00	\$2,880.00

EVALUATION TABULATION
IFB No. 24-092 (HUAN01)
Concrete Improvements - 2711 Withers Avenue

Base Bid					A 5 Construction		Cedar Ridge Landscape, Inc		Cornejo Materials and Asphalt Ltd		Cumbre Solutions LLC		Gray Matter Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	10	EROSION AND SEDIMENT CONTROL	1	L.S.	\$500.00	\$500.00	\$100.00	\$100.00	\$800.00	\$800.00	\$145.70	\$145.70	\$490.00	\$490.00
X	11	TRAFFIC CONTROL	1	L.S.	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$2,200.00	\$2,200.00	\$1,447.50	\$1,447.50	\$1,400.00	\$1,400.00
X	12	MOBILIZATION	1	L.S.	\$500.00	\$500.00	\$400.00	\$400.00	\$1,000.00	\$1,000.00	\$1,702.99	\$1,702.99	\$3,000.00	\$3,000.00
Total						\$10,719.00		\$10,327.00		\$13,547.435		\$15,397.14		\$15,628.90

EVALUATION TABULATION
 IFB No. 24-092 (HUAN01)
 Concrete Improvements - 2711 Withers Avenue

BASE BID (Table 2 of 2)

Base Bid					Lucky Dog Contracting		WGM Land Design. LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	REMOVE CURB & GUTTER	60	L.F.	\$10.00	\$600.00	\$12.44	\$746.40
X	2	REMOVE ASPHALT	120	S.F.	\$2.50	\$300.00	\$5.89	\$706.80
X	3	REMOVE CONCRETE	216	S.F.	\$2.50	\$540.00	\$10.88	\$2,350.08
X	4	CONSTRUCT CURB & GUTTER	60	L.F.	\$41.00	\$2,460.00	\$22.66	\$1,359.60
X	5	CONSTRUCT 4" CONCRETE	247	S.F.	\$10.00	\$2,470.00	\$10.87	\$2,684.89
X	6	CONSTRUCT 6" CONCRETE	39	S.F.	\$12.00	\$468.00	\$14.66	\$571.74
X	7	CONSTRUCT ASPHALT ROADWAY PATCH	120	S.F.	\$10.00	\$1,200.00	\$22.30	\$2,676.00
X	8	UNCLASSIFIED EXCAVATION	10	C.Y.	\$65.00	\$650.00	\$19.08	\$190.80
X	9	INSTALL CLASS 6 BASE MATERIAL (PLACE AND COMPACT)	18	TON	\$55.00	\$990.00	\$97.00	\$1,746.00
X	10	EROSION AND SEDIMENT CONTROL	1	L.S.	\$500.00	\$500.00	\$400.00	\$400.00
X	11	TRAFFIC CONTROL	1	L.S.	\$1,000.00	\$1,000.00	\$500.00	\$500.00
X	12	MOBILIZATION	1	L.S.	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
Total						\$12,178.00		\$15,432.31

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	A 5 Construction	Cedar Ridge Landscape, Inc	Cornejo Materials and Asphalt Ltd	Cumbre Solutions LLC	Gray Matter Construction	Lucky Dog Contracting	WGM Land Design. LLC
BID GUARANTEE	Pass	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



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 23, 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 ESTABLISHING PROJECT NO. PL2403, PUEBLO SUPPLEMENTAL PLANNING AND DEMONSTRATION IN ADVANCE OF THE PUEBLO SUPPLEMENTAL PLANNING AND DEMONSTRATION SS4A GRANT, TRANSFERRING FUNDS IN THE AMOUNT OF \$9,829.80 FROM THE WAGES/POLICE SERVICE SALARY SAVINGS ACCOUNT 101-20-2010-20-51030 FOR THE FUTURE PURCHASE OF LIGHT DETECTION AND RANGING (LIDAR) TECHNOLOGY

SUMMARY:

This Resolution establishes Project No. PL2403, Pueblo Supplemental Planning and Demonstration in advance of the SS4A Grant, and transfers \$9,829.80 from the Wages/Police Service salary savings account 101-20-2010-20-51030 for the future purchase of Light Detection And Ranging (LIDAR) technology.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The City submitted a Federal Highway Administration (FHWA) grant for \$959,559 to supplement a FY2022 Safe Streets and Roads for All Action Plan with additional relevant information. A portion of this grant is to provide Light Detection And Ranging (LIDAR) technology equipment for the Police Department, in the amount of \$49,149. The City has been awarded the grant and is working through the IGA process with the FHWA. In advance of that, the Police Department would like to place their portion of the required match into the project account. The total City match is \$239,890, of which \$9,829.80 is 20% of the Police Departments share of the grant.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$9,829.80 shall be transferred from the Wages/Police Service salary savings Account 101-20-2010-20-51030 to Project No. PL2403, Pueblo Supplemental Planning and Demonstration Project.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The City Council may choose to fund the match for the police department equipment from other sources.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15859

A RESOLUTION ESTABLISHING PROJECT NO. PL2403, PUEBLO SUPPLEMENTAL PLANNING AND DEMONSTRATION IN ADVANCE OF THE PUEBLO SUPPLEMENTAL PLANNING AND DEMONSTRATION SS4A GRANT, TRANSFERRING FUNDS IN THE AMOUNT OF \$9,829.80 FROM THE WAGES/POLICE SERVICE SALARY SAVINGS ACCOUNT 101-20-2010-20-51030 FOR THE FUTURE PURCHASE OF LIGHT DETECTION AND RANGING (LIDAR) TECHNOLOGY

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

PL2403, Pueblo Supplemental Planning and Demonstration Project, is hereby established.

SECTION 2.

Funds in the amount of \$9,829.80 shall be transferred from the Wages/Police Service salary savings account 101-20-2010-20-51030, to Project No. PL2403, Pueblo Supplemental Planning and Demonstration Project.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 23, 2024

BY: Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vince Petkosek
DEPUTY CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$8,530.00 WITH MILLER PIPELINE, LLC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 9 TWEED LN., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT’S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Miller Pipeline, LLC., for emergency sanitary sewer point repairs at 9 Tweed Ln.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

On October 10, 2024, the City of Pueblo Streets Department reported a sinkhole near 9 Tweed Ln. A wastewater collection crew was sent out to inspect the main, and they discovered the invert of the pipe missing under the location of the sinkhole. They also found a large circumferential fracture in the main. An emergency repair was performed to fix the defective pipe segment and the sinkhole to prevent further deterioration of the pipe and possible blockage of the sewer main.

The repair work was performed under the Sanitary Sewer Point Repair multi-year contract under which two contractors were qualified via competitive bid. An estimate was prepared, and Parker Excavating was the low bidder but could not perform the work. The project was awarded to the next low bidder, Miller Pipeline, LLC. The cost breakdown for the project is as follows:

	<u>Sanitary Sewer Replacement-related</u>	
Total:	\$6,495.00	76%

Surface Improvement Related

Total:	\$2,035.00	24%
Grand Total:	\$8530.00	100%

FINANCIAL IMPLICATIONS:

Funding for this project came from the sanitary sewer rehabilitation budget funded by the Sewer User Fund. Funding was available and had been budgeted, appropriated, and allocated to Project No. 24-033 (WWAN03).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

- 1. 12-23-24 9 Tweed Ln Emergency Point Repair Attachment

RESOLUTION NO. 15860

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$8,530.00 WITH MILLER PIPELINE, LLC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 9 TWEED LN., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

WHEREAS, the point repair work was awarded to Miller Pipeline, LLC., under the 2024-2026 multi-year point repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 9 Tweed Ln. with Miller Pipeline, LLC., Project No. 24-033 (WWAN03) awarded to said bidder in the amount of \$8,530.00.

SECTION 2.

Funds for Project 24-033 (WWAN03) shall be from the Sewer User Fund.

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including any payments authorized under the contract and the contract change order in the amount of \$130.00 are hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 23, 2024

BY: Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vince Petkosek
DEPUTY CITY CLERK

2024-2026 Emergency Sanitary Sewer Point Repair					9 Tweed Ln	
Date 10/16/2024					Miller Pipeline, LLC	Parker Excavating, Inc.
Project Number: 24-033 (WWAN03)						
Item	Description	Estimated				
1	Remove and Replace 8" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
2	Remove and Replace 8" PVC More than 10' Deep	1-20	LF	10	\$ 2,700.00	\$ 1,580.00
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
3	Remove and Replace 10" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
4	Remove and Replace 10" PVC More than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
5	Remove and Replace 12" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
6	Remove and Replace 12" PVC More than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
7	Remove and Replace 15" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
8	Remove and Replace 15" PVC More than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
9	Remove and Replace 4" Service Tap Less than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
10	Remove and Replace 4" Service Tap More than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
11	Remove and Replace 6" Service Tap Less than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
12	Remove and Replace 6" Service Tap More than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
13	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10" Pipe	1-20	LF	15	\$ 1,650.00	\$ 1,530.00
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
14	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
15	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
16	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
17	Remove and Replace 7" Reinforced Concrete	1-20	SF		\$ -	\$ -
		21-100	SF		\$ -	\$ -
		>100	SF		\$ -	\$ -
18	Remove and Replace 6" Reinforced Concrete	1-20	SF		\$ -	\$ -
		21-100	SF		\$ -	\$ -
		>100	SF		\$ -	\$ -
19	Remove and Replace 4" Concrete	1-20	SF		\$ -	\$ -
		21-100	SF		\$ -	\$ -
		>100	SF		\$ -	\$ -
20	Remove and Replace Standard Curb and Gutter	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -

21	Install or Remove and Replace 6" Curb Head	1-20	LF		\$	-	\$	-
		21-100	LF		\$	-	\$	-
		>100	LF		\$	-	\$	-
22	Install Extra Lean Concrete (FlowFill)	1-20	CY	10	\$	1,950.00	\$	1,640.00
		21-100	CY		\$	-	\$	-
		>100	CY		\$	-	\$	-
23	Class 6 Base Course for Gravel Surfaced Alleys	TN			\$	-	\$	-
24	Remove Camera/Cleaning Head/Tap Cutter	HR			\$	-	\$	-
25	Remove and Replace 48" Diameter Manhole	with 1 Invert	EA		\$	-	\$	-
		with 2 Inverts	EA		\$	-	\$	-
		with 3 Inverts	EA		\$	-	\$	-
		with 4 Inverts	EA		\$	-	\$	-
26	Remove and Replace 60" Diameter Manhole	with 1 Invert	EA		\$	-	\$	-
		with 2 Inverts	EA		\$	-	\$	-
		with 3 Inverts	EA		\$	-	\$	-
		with 4 Inverts	EA		\$	-	\$	-
27	Reinstate Services - 4"	EA		1	\$	350.00	\$	388.00
28	Reinstate Services - 6"	EA			\$	-	\$	-
29	Mobilization	LS		1	\$	1,750.00	\$	1,725.00
				Total	\$	8,400.00	\$	6,863.00
				With Contingency	\$	10,080.00	\$	8,235.60

CONTRACT CHANGE ORDER
CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03) Change Order No. : ONE 12/6/2024

Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
9 Twedd Ln

Contractor : MILLER PIPELINE, LLC.
421 E. Industrial Blvd., Pueblo West, CO81007

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 8" PVC PIPE >10' DEEP (21-100LF)	(\$135.00)	
2	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE		\$385.00
3	INSTALL EXTRA LEAN CONCRETE (FLOWFILL)	(\$1,170.00)	
4	REINSTATE SERVICES - 4"		\$350.00
6	TRAFFIC CONTROL		\$700.00
TOTAL (Decrease) / Increase		(\$1,305.00)	\$1,435.00

Net Adjustment This Change Order	\$	130.00
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	8,400.00
Total Adjusted Contract Amount To Date	\$	8,530.00

Reason For Change: Actual Field Quantities.

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

Prepared by: _____ Date: _____
Wastewater Civil Engineer

Reviewed by: _____ Date: _____
Wastewater Engineering Manager

Accepted by: _____ Date: _____
Contractor's Representative

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

Approved by: _____ Date: _____
Director of Wastewater



24-033 (WWAN03)
2024-2026 Emergency Sanitary Sewer Point Repair
9 Tweed Ln





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: A RESOLUTION APPROVING AND ACCEPTING THE CANVASS AND ABSTRACT OF VOTES CAST AT THE SPECIAL MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024 AS PART OF A COORDINATED ELECTION WITH PUEBLO COUNTY

SUMMARY:

This Resolution accepts and approves the Abstract of Votes cast at the Special Municipal Election dated November 5, 2024 as prepared by the City Clerk.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Pursuant to Section 5-1-115 of the Pueblo Municipal Code, on Monday, November 25, 2024, the City Clerk met with the Pueblo County Clerk and Recorder as part of the 2024 Non-Partisan Special Election Board of Canvassers of the Election Returns. Following the Canvassing, Candace Rivera, Pueblo County Clerk and Recorder, issued the Official Abstract of Votes signed by each member of the Non-Partisan Canvassing Board, which will be submitted to the Secretary of State.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

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

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 2024-3 Election Board Resolution
2. Ballots Cast

RESOLUTION NO. 15861

A RESOLUTION APPROVING AND ACCEPTING THE CANVASS AND ABSTRACT OF VOTES CAST AT THE SPECIAL MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024 AS PART OF A COORDINATED ELECTION WITH PUEBLO COUNTY

WHEREAS, the Canvassing for the Special Municipal Election held on November 5, 2024 as part of a Coordinated Election with Pueblo County, has been completed; and

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

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

SECTION 2.

The officers and staff of the City are 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 23, 2024

BY: Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vince Petkosch
DEPUTY CITY CLERK



OFFICE OF THE CITY CLERK

RESOLUTION BY THE BOARD OF ELECTIONS

A RESOLUTION CERTIFYING THE VOTES AND DECLARING THE RESULTS OF VOTING AT THE SPECIAL MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024 AS PART OF A COORDINATED ELECTION (OFFICIAL SURVEY OF RETURNS)

WHEREAS, Pursuant to Section 5-1-115 of the Pueblo Municipal Code; the Canvassing Board of Elections met on November 25, 2024 as part of the Canvassing Board for the Special Municipal Election, conducted as a Coordinated Election in the City and County of Pueblo, and;

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

SECTION 1:

The following votes are unanimously certified:

BALLOT QUESTION NO. 2A

Municipal Court Maximum Fines

YES	23,291	51.32%
NO	22,092	48.68%

SECTION 2:

Question 2A: The greatest number of votes cast was "YES" therefore, **QUESTION 2A PASSED**

SECTION 3:

The following votes are unanimously certified:

BALLOT QUESTION NO. 2B

Modernize Terms & Technology

YES	22,199	49.80%
NO	22,381	50.20%

SECTION 4:

Question 2B: The greatest number of votes cast was "NO" therefore, **QUESTION 2B FAILED**

SECTION 5:

The following votes are unanimously certified:

BALLOT QUESTION NO. 2C

Greater Election Coordination

YES	23,676	52.22%
NO	21,661	47.78%

SECTION 6:

Question 2C: The greatest number of votes cast was "YES" therefore, **QUESTION 2C PASSED**

SECTION 7:

The following votes are unanimously certified:

BALLOT QUESTION NO. 2D

Municipal Election Provisions

YES	19,434	43.47%
NO	25,270	56.53%

SECTION 8:

Question 2D: The greatest number of votes cast was "NO" therefore, **QUESTION 2D FAILED**

SECTION 9:

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

Adopted this 10th day of December 2024.

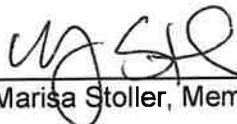
BOARD OF ELECTIONS:



Alvin Rivera, Member

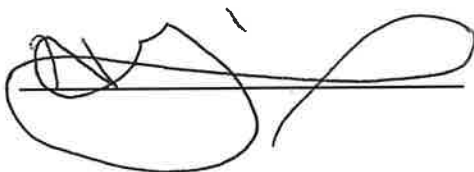


Robert Childers, Member



Marisa Stoller, Member and City Clerk

ATTEST:



SPECIAL CITY ELECTION

**TOTAL FOR
CITY OF PUEBLO
BALLOTS CAST 50,574**

NOVEMBER 5, 2024

ISSUE NO. 2A MUNICIPAL COURT MAXIMUM FINES		ISSUE NO. 2B MODERNIZE TERMS & TECHNOLOGY		ISSUE NO. 2C GREATER ELECTION COORDINATION		ISSUE NO. 2D MUNICIPAL ELECTION PROVISIONS	
YES	NO	YES	NO	YES	NO	YES	NO
23,291	22,092	22,199	22,381	23,676	21,661	19,434	25,270

WE, THE UNDERSIGNED OFFICIALS OF THE CITY OF PUEBLO, COLORADO, CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT CANVASS AND ABSTRACT OF THE VOTE CAST AT THE SPECIAL MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024 AS PART OF THE COORDINATED ELECTION.


ELECTION BOARD MEMBER


ELECTION BOARD MEMBER


ELECTION BOARD MEMBER

ATTEST 



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 23, 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 ADOPTING AND APPROVING THE CITY OF PUEBLO
ELECTRIC VEHICLE READINESS PLAN DATED NOVEMBER 2024

SUMMARY:

This Resolution accepts the findings of the City of Pueblo Electric Vehicle Readiness Plan dated November 2024 and adopts the new City of Pueblo Electric Vehicle Readiness Plan.

PREVIOUS COUNCIL ACTION:

City Council passed Ordinance No. 10563 on October 10, 2023 which established Project Account CI2325 - EV Readiness Plan; accepted a grant from the Colorado Energy Office in the amount of \$40,000; transferred the City's required matching funds of \$10,000; and budgeted and appropriated all funds for the purpose of developing an Electric Vehicle (EV) Readiness Plan for the City.

City Council passed Resolution No. 15558 on March 25, 2024 which awarded a professional services agreement to Iconergy, Ltd. to facilitate the development of the EV Readiness Plan.

BACKGROUND:

This report is a direct result of the City's efforts to evaluate the feasibility, challenges, and opportunities associated with EV adoption, both within the public sector and for private citizens. It provides a thorough understanding of the current EV landscape within the City, identifies key barriers to adoption, and recommends actionable strategies for overcoming those obstacles. The report will provide a solid justification and framework supporting future City grant applications related to fielding EV charging infrastructure to meet the needs of the traveling public as well as those of the City itself.

FINANCIAL IMPLICATIONS:

Adoption of the EV Readiness Plan will not have any direct financial implications for the City as there are no specific project resources allocated, budgeted, or appropriated through this action. However, the plan will be used to guide City staff in making decisions on future infrastructure requirements to support the fielding of EV charging infrastructure.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Input on the EV Readiness Plan was collected from the public through an online community survey as well as two separate workshops involving representatives from a number of stakeholders including Pueblo County, Black Hills Energy, Pueblo Community College, Colorado State University Pueblo, Pueblo Regional Building Department, Pueblo District 60, Pueblo Urban Renewal Authority (PURA), Pueblo Area Council of Governments (PACOG), Housing Authority of the City of Pueblo, Mothers Out Front, Renewable Energy Owners Coalition of America (REOCA), Pueblo Active Community Environments (PACE), Pueblo's Energy Future, Drive Clean Colorado, National Renewable Energy Lab (NREL), and South Central Council of Governments (SCCOG).

ALTERNATIVES:

Failure to pass this Resolution will prevent the adoption of the EV Readiness Plan.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Pueblo EV Readiness Roadmap

RESOLUTION NO. 15862

A RESOLUTION ADOPTING AND APPROVING THE CITY OF
PUEBLO ELECTRIC VEHICLE READINESS PLAN DATED
NOVEMBER 2024

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council hereby approves and adopts the City of Pueblo Electric Vehicle Readiness Plan, dated November 2024, a true copy of which is attached hereto and made a part hereof by reference (hereinafter referred to as the "EV Readiness Plan").

SECTION 2.

After adoption of this Resolution, copies of the EV Readiness Plan shall be made available through the City's Department of Public Works and on the City of Pueblo Website.

SECTION 3.

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

SECTION 4.

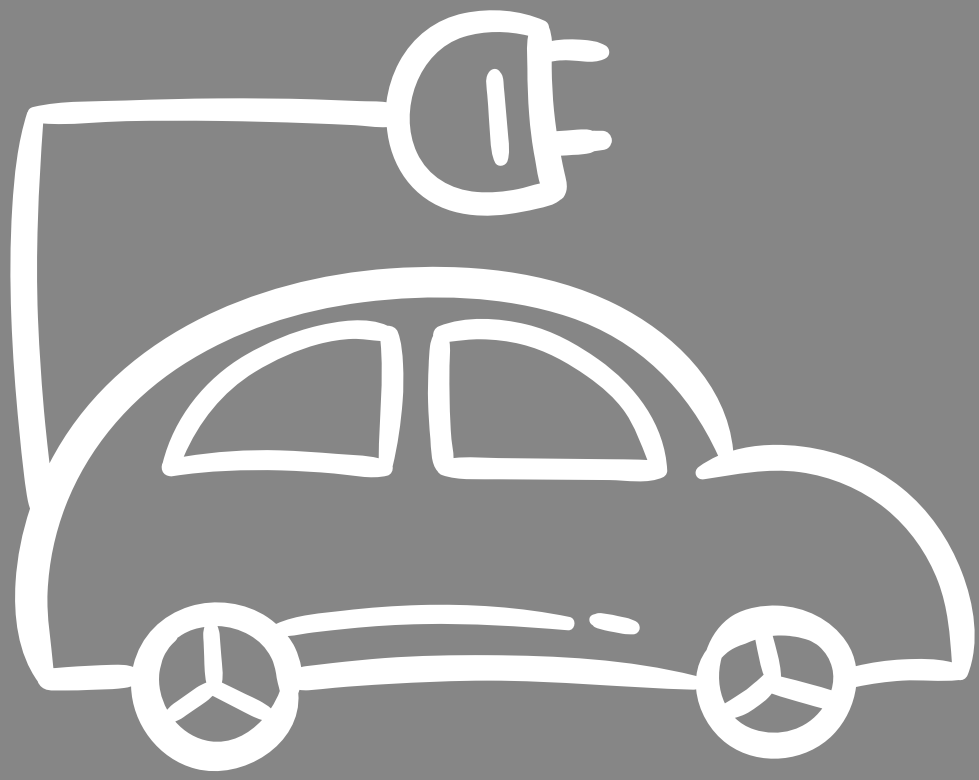
This Resolution shall become effective immediately upon final approval.

INTRODUCED: December 23, 2024

BY: Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vince Petkosek
DEPUTY CITY CLERK

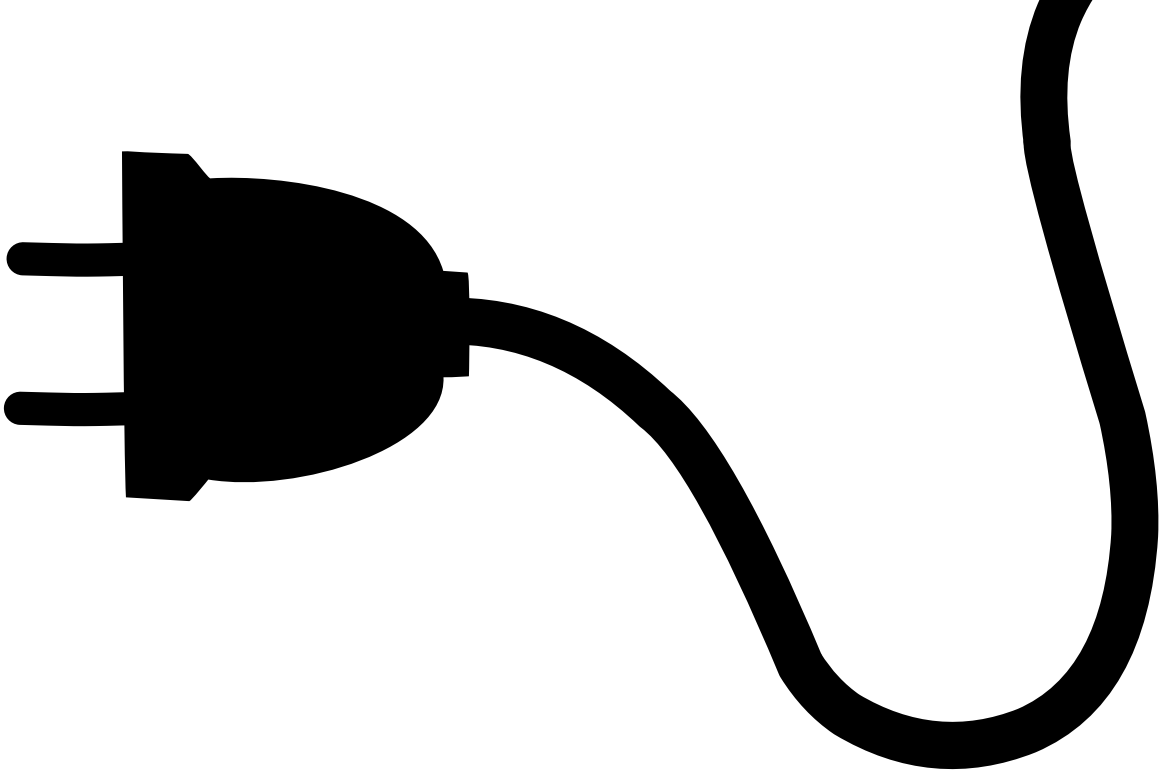


THE CITY OF PUEBLO

ELECTRIC VEHICLE READINESS PLAN

November 2024





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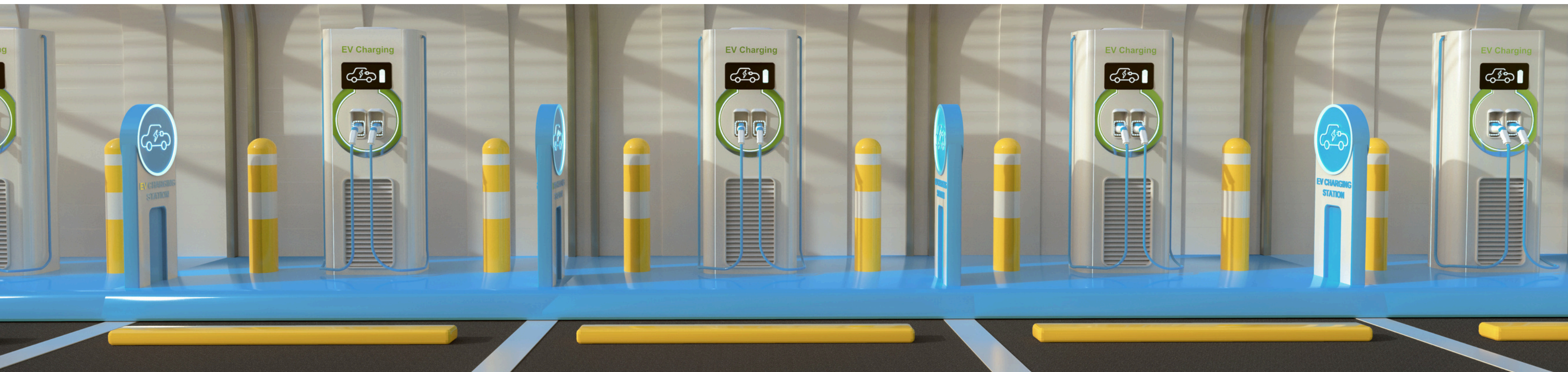
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Introduction

The shift towards electric vehicles (EVs) represents a critical step in the transition to a cleaner, more sustainable future. As part of its commitment to reducing carbon emissions and advancing green energy solutions, the City of Pueblo is undertaking a comprehensive Electric Vehicle Market Assessment and Readiness Plan. This initiative, funded by the Colorado Energy Office (CEO), aims to position Pueblo as a leader in EV adoption, while fostering an environment of collaboration, inclusivity, and innovation. The overarching goal of the project is to strategically assess the current state of the electric vehicle market, evaluate the city's existing infrastructure, and create a roadmap to enhance EV adoption and infrastructure development across the community.

This report is a direct result of the City's efforts to evaluate the feasibility, challenges, and opportunities associated with widespread EV adoption, both within the public sector and for private citizens. It is structured to provide a thorough understanding of the current EV landscape in Pueblo, identify key barriers to adoption, and recommend actionable strategies for overcoming these obstacles. These strategies will support the development of a robust, future-proof infrastructure that facilitates the expansion of EVs for both personal use and municipal fleet operations.

Through a series of workshops, stakeholder meetings, and consultations, this project aims to incorporate diverse perspectives from local residents, businesses, government entities, and other key stakeholders. These engagements will inform the development of policies and programs designed to foster a community-wide shift towards cleaner, renewable transportation solutions. Central to this effort is the goal to align with regional, state, and federal climate action plans, including the Colorado EV Plan's target of 940,000 electric vehicles by 2030.

Ultimately, the Electric Vehicle Market Assessment and Readiness Plan is intended to lay the groundwork for a sustainable, electrified future for Pueblo—reducing reliance on fossil fuels, enhancing air quality, and driving economic and environmental benefits for the city. This report will outline the steps taken to assess the market, engage stakeholders, and develop a clear and actionable strategy for EV adoption and infrastructure growth.



Photo of the Pueblo Riverwalk by Jeff White

Overview of Electric Vehicles and Charging

Electric Vehicles (EVs) encompass various types of vehicles that use electricity as a primary or supplementary power source. These include fully electric vehicles that rely solely on batteries and hybrid models that combine electric power with traditional internal combustion engines (ICE).

Categories of Electric Vehicles

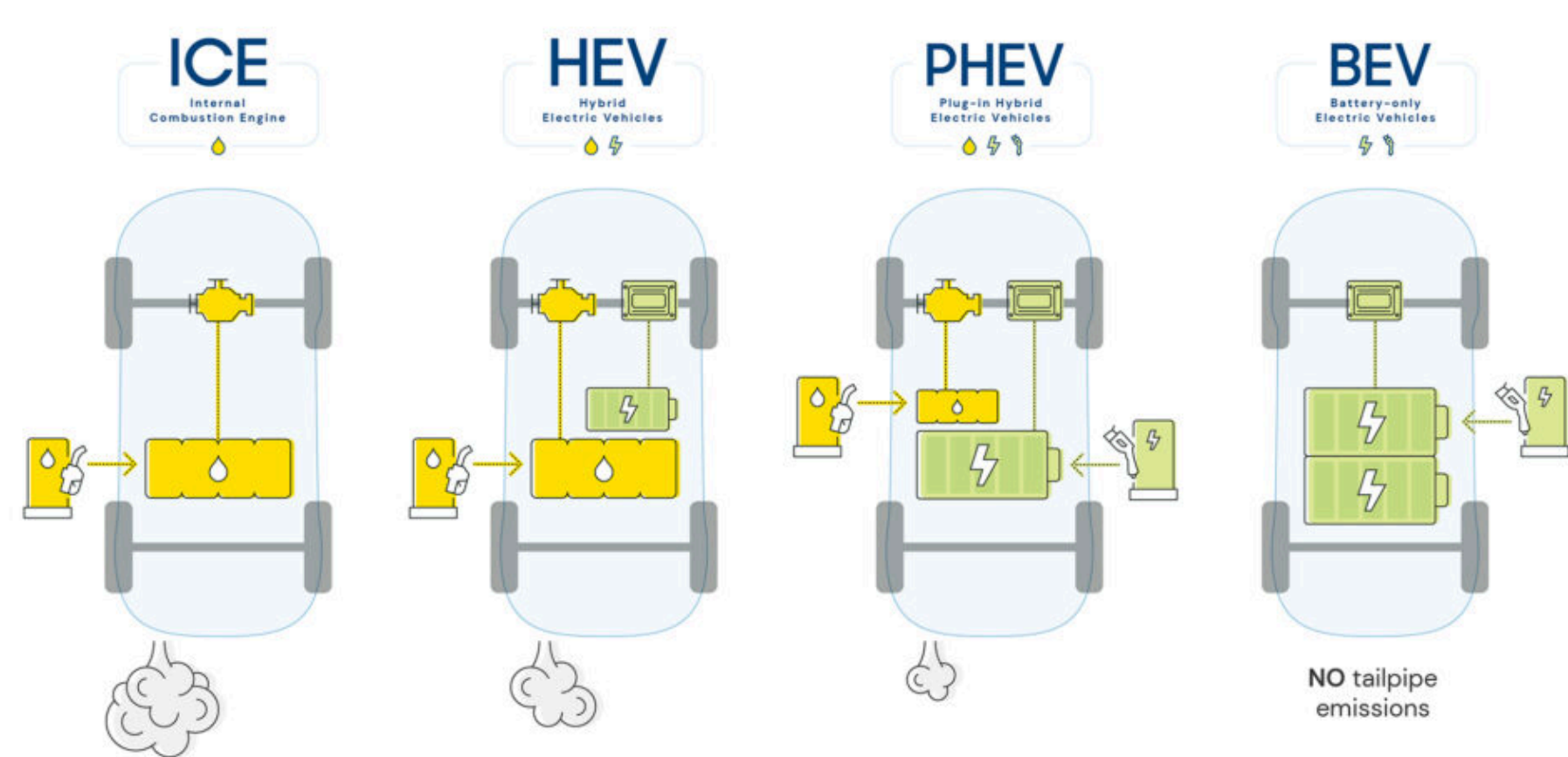


Photo of by: TVA EnergyRight

Battery Electric Vehicles (BEVs)

Battery Electric Vehicles (BEVs) are fully electric vehicles that use batteries to store and supply energy for propulsion, eliminating the need for an internal combustion engine. These vehicles operate solely on electricity supplied by charging the batteries through power outlets at home, work, or public charging stations. The driving range of BEVs varies by model but typically averages around 350 miles on a full charge (Range of fully electric vehicles, 2024).

One of the key environmental advantages of BEVs is their zero emissions during operation, which helps reduce reliance on fossil fuels and improves air quality in urban areas. Ongoing advancements in battery technology are continually enhancing their range and efficiency, broadening the appeal and practicality of BEVs for a wider range of users and uses.

Plug-in Hybrid Electric Vehicles (PHEVs)

Plug-in Hybrid Electric Vehicles (PHEVs) combine an internal combustion engine with an electric motor powered by a rechargeable battery. This design allows PHEVs to switch seamlessly between electric and gasoline power. Like Battery Electric Vehicles (BEVs), PHEVs can be charged by plugging into an electrical outlet. The electric motor typically provides a range of 10 to over 50 miles on electric power alone, after which the gasoline engine takes over, extending the vehicle's total driving range to levels comparable to traditional internal combustion engine (ICE) vehicles.

PHEVs offer a versatile option for those not ready to fully transition to electric vehicles. They allow drivers to use electric power for shorter commutes while relying on gasoline for longer trips. Although they produce emissions when using gasoline, PHEVs generally have lower emissions than conventional ICE vehicles, especially when used primarily in electric mode.

Summary of EV Charging Levels

Electric vehicle (EV) charging infrastructure is classified into three main levels: Level 1, Level 2, and Level 3 (also known as DC Fast Charging or DCFC). Each level provides different charging speeds, offering a variety of applications and uses.

 AC Level One	 AC Level Two	 DC Fast Charge
VOLTAGE 120V 1-Phase AC	VOLTAGE 208V or 240V 1-Phase AC	VOLTAGE 208V or 480V 3-Phase AC
AMPS 12–16 Amps	AMPS 12–80 Amps (Typ. 32 Amps)	AMPS >100 Amps
CHARGING LOAD 1.4–1.9 kW	CHARGING LOAD 2.5–19.2 kW (Typ. 6.6 kW)	CHARGING LOAD 50–350 kW
CHARGING TIME 3–5 Miles per Hour	CHARGING TIME 12–60 Miles per Hour	CHARGING TIME 60–80 Miles in 20 Minutes

Photo of by: TVA EnergyRight

Level 1 Charging

utilizes a standard 120-volt AC outlet, delivering up to 1.4 kW of power. This is the slowest charging option, adding about 3-5 miles of range per hour, which makes it ideal for overnight charging at home. It’s the most accessible method as it requires no special equipment beyond the standard plug that comes with the EV. However, due to its slow speed, Level 1 charging is impractical for quick top-offs or for drivers with high daily mileage needs.

Level 2 Charging

Level 2 chargers operate on 240 volts AC and typically provide 3.3 kW to 19.2 kW, offering a faster charge than Level 1, adding 10-60 miles of range per hour. These chargers are commonly installed at homes, workplaces, and public stations, making them ideal for daily use. However, they require a dedicated 240-volt outlet and professional installation, which can be costly. In multifamily settings like apartments or condos, installing Level 2 chargers can be challenging due to limited parking, complex electrical systems, and the need for homeowner association approvals, leaving residents with fewer options for fast charging and a greater reliance on public stations.

Level 3 Charging

Also known as DC Fast Charging (DCFC), uses direct current (DC) at voltages ranging from 400 to 900 volts and delivers power from 50 kW to 350 kW or more. This rapid charging method can add 100-200 miles of range in just 20-30 minutes, making it ideal for long-distance travel or quick refueling at public and commercial charging stations. Due to the high-power requirements and costs associated with DCFC, these chargers are not typically installed at residential locations.

Each charging level serves distinct needs, from the convenience of slow overnight charging with Level 1 to the rapid refueling capabilities of Level 3, supporting the varied requirements of EV users. Understanding these levels is crucial for drivers and planners to make informed decisions about the appropriate infrastructure for different settings and use cases.

Charging Trends

The effectiveness of EV charging infrastructure is contingent upon its reliability, accessibility, and alignment with the typical duration of stay (dwell time) at a location. Numerous studies have shown that most EV owners charge their cars at home, with the Department of Energy finding that upwards of 80% of EV charging is done at home. (Lepre, 2021)The same study also found that EV owners were most satisfied with their at-home charging when they used a level two charger for their vehicle, enabling faster charging times than the standard 120V outlet (also known as Level 1, or trickle charging). (Youngs, 2024) Having access to home charging is one of the most influential decisions in a person’s choice to purchase an electric vehicle. These findings emphasize the importance of supporting single-family homeowners in accessing residential charging programs as well as working with owners of multi-family housing units to develop plans to install EV infrastructure within their units’ parking lots.

Dwell time is a key factor in determining the appropriate type of charger. For instance, locations where people stay longer, such as sit-down restaurants or parks, are more suitable for Level 2 chargers, which add about 10-20 miles of range per hour. This can encourage tourism and patronage of local businesses, as studies by ChargePoint indicate that EV infrastructure can increase customer dwell time and retail revenue. Conversely, DCFC chargers, which provide a quicker turnover, are better suited for short stops, such as gas stations, fast-food restaurants, or rest areas where the goal is rapid charging.



Opportunities and Challenges

Opportunities

Electric Vehicles provide key benefits that can help the city to reach its climate, air quality, and transportation goals. Supporting EV adoption and charging infrastructure coincides with the City’s air quality, climate control, transportation, and sustainability goals that aim to improve and benefit the community. These benefits will be discussed in the following paragraphs.

Air Quality

Studies show that higher percentages of zero-emission vehicles on the road has a positive impact on air quality and promote health benefits. Pollutants from gasoline-powered vehicles have been associated with increased complications with asthma, impaired lung function, and chronic obstructive pulmonary disease (COPD). The smoke exhausted by combustion engines is a danger to human health especially in concentrated areas like metropolitan cities and along major highways. By increasing the percentage of those vehicles that are electric, there is a significant opportunity to improve air quality.

Reduced Ownership Cost

Over their lifespan, both Battery Electric Vehicles (BEVs) and Plug-in Hybrid Electric Vehicles (PHEVs) incur significantly lower maintenance and fuel costs compared to internal combustion engine (ICE) vehicles. Consumer Reports has highlighted that over a 200,000-mile period, maintenance costs for electric vehicles are approximately half those of ICE vehicles¹. On average, this equates to savings of over \$6,000 per vehicle. These savings are largely due to the simpler drivetrain in BEVs and the use of regenerative braking systems in both BEVs and PHEVs, which reduce wear on brake pads. Furthermore, the cost of charging electric vehicles is often lower than the cost of fueling ICE vehicles with gasoline or diesel, particularly when EVs are charged at home or at work. Although savings estimates can vary depending on the study, the specific vehicle, and the charging location, Colorado drivers can anticipate saving between \$6,500 and \$8,000 per 100,000 miles driven in fuel costs alone⁴⁵. This reduced cost of ownership is a major advantage of EVs, especially for BEVs. When incorporating the upfront costs of the vehicles, a study from Consumer Reports found that EVs offer significant savings over their ICEV counterparts. This benefit is significant from an equity perspective as the lower total cost of ownership could be enhanced by further incentives directed towards historically under-represented populations.



Reduced Greenhouse Gas Emissions

Combustion engines emit pollutants and GHG emissions directly from their tailpipe. Since BEVs use electricity as their only energy source, BEVs have no direct tailpipe emissions at all and much lower GHG emissions overall. Even though PHEVs have an internal combustion engine and therefore have tailpipe emissions, their overall GHG emissions are still lower than a comparable ICEV vehicle. There is a strong connection between on-road emissions and physical health, with a study from the American Lung Association Stating, “Implementing strong local, state and federal policies and investments to advance zero-emission passenger vehicle sales, infrastructure and electricity will reduce regional air pollution impacts, disparities in pollution burdens and emissions of greenhouse gases that cause climate change.” On the current grid in Pueblo, EVs do acquire upstream GHG and pollutant emissions. Since EVs get their power from the electrical grid, as the clean energy on the grid increases, EVs charged in Pueblo will operate with fewer total GHG emissions and the overall lifecycle emissions will be reduced compared to ICEVs. The City of Pueblo has committed to being 100% renewable energy powered by 2035. As the grid in Pueblo decreases its GHG emissions, the emissions incurred by EVs will decrease accordingly.

Public Health Benefits

Transportation is the leading emitter of GHG emissions in Colorado. There is a strong connection between GHG emissions and physical health, “Implementing strong local, state, and federal policies and investments to advance zero-emission passenger vehicle sales, infrastructure, and electricity will reduce regional air pollution impacts, disparities in pollution burdens and emissions of greenhouse gases that cause climate change.” The American Lung Association strongly advocates EVs because the pollutants are significantly less. Fully electric vehicles do not discharge any tailpipe smoke. From a full lifecycle perspective, there are still emissions from the manufacturing process, but those are easier to control and more localized. Since Pueblo is located on a major highway corridor, the city could see health and environmental benefits from EVs.

Reduced Vehicle Noise

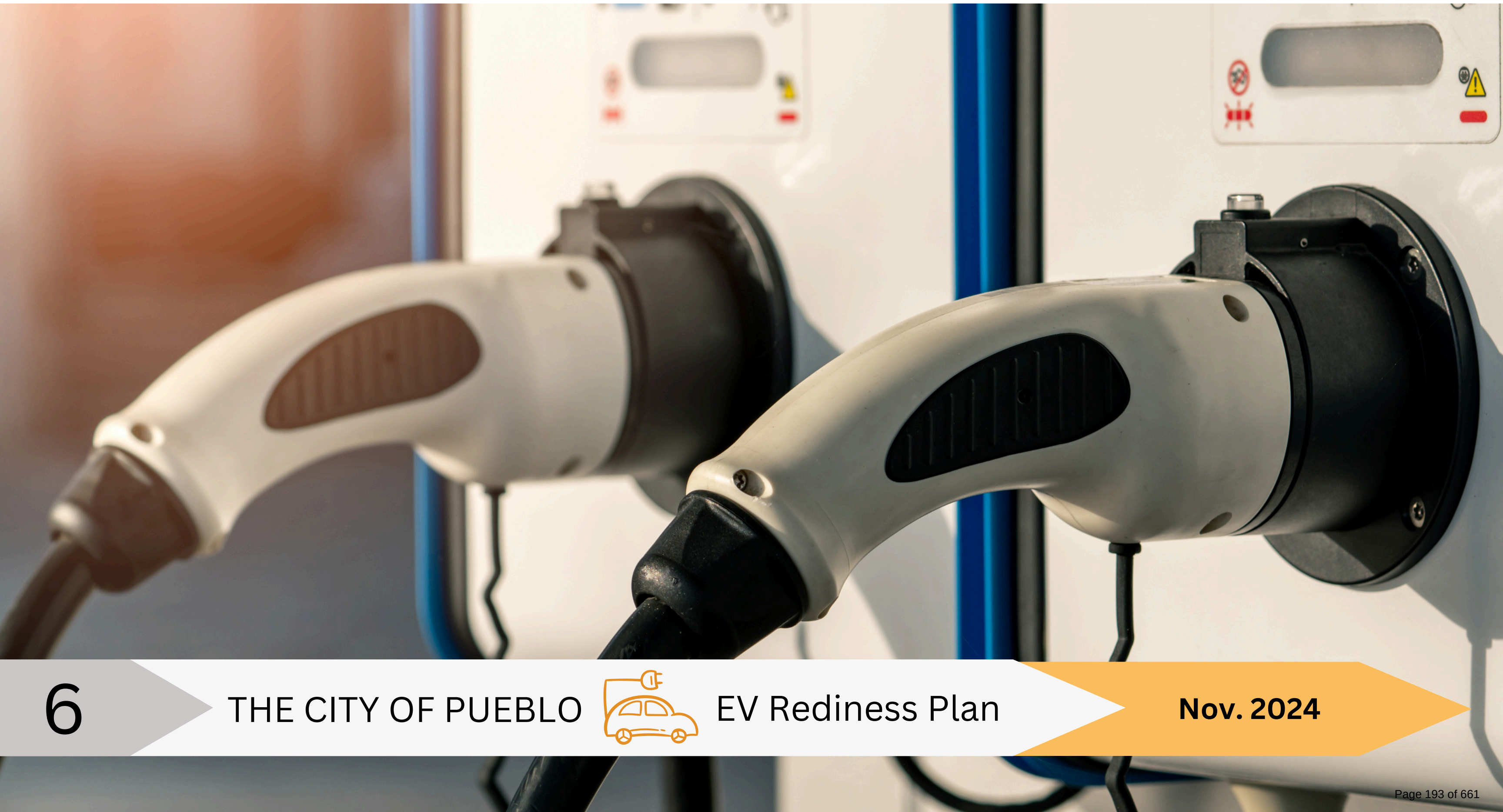
As a benefit of their nature, the electric motors powering EVs are noticeably quiet when active. This results in a reduction in vehicle and road noise, especially at lower speeds. LVII This reduction in noise pollution can make living and visiting along high-traffic corridors more pleasant and attractive to potential visitors and residents.

Additional Opportunities for Revenue

Investment in the development of EV charging infrastructure can bring additional commerce to the city by encouraging travelers and locals alike to visit Pueblo’s businesses. EV Charging Infrastructures with open access to the public can draw consumers to an area they normally wouldn’t frequently visit. Additionally, due to the high level of funding for EVs and EV charging infrastructure, Pueblo can leverage additional funds from the county's state, federal, and private sectors in the form of grants and tax incentives.

Vehicle to Grid and Vehicle to Home Technology

EVs do not only draw electricity from the grid but the energy stored in their batteries can be used to supply other power needs. While still emerging as a common technology, Vehicle to Grid (V2G) and Vehicle to Home (V2H) capable EVs allow for the vehicle to transmit its power back to the grid from its battery. With this technology, a bidirectional charger and appropriate metering infrastructure can be used to feed energy back to a home as a supplement during peak demand hours to decrease power bills. More importantly, in emergencies, an EV can serve as backup power during grid outages to maintain essential needs such as medical equipment and heating/ cooling. With a bidirectional meter to allow V2G flow, homeowners can profit from selling electricity back to the grid which provides stability and reduced peak demand therefore reducing cost.



Challenges

Cold Temperatures

With extremely cold outside temperatures, EV driving range can be reduced, sometimes up to 20%. This is mainly due to the extra energy needed to heat the inside of the vehicle. While the average low temperatures in Pueblo may not have a significant impact on EVs, temperatures can get much colder in surrounding mountainous areas and could have some impact on the overall range of vehicles in winter. It should be noted, however, that there are strategies to mitigate this range reduction, such as preheating the car while it is charging.

Cold temperatures can also mean increased charging times. Recent research from Idaho National Laboratory found that cold temperatures impact the electrochemical reactions within the battery, and therefore onboard battery management systems reduce the charging rate to avoid battery damage. When comparing charging in 70-degree and 30-degree weather, research showed that the charge was 36% less after the same amount of time in colder weather. To combat this issue, manufacturers have developed technology that preheats the battery before charging the system. However, preheating the battery before charging can extend charging times in cold weather.

Upfront Cost

The cost comparison between electric vehicles (EVs) and internal combustion engine (ICE) vehicles has been a focal point in the automotive market's shift toward sustainability. Initially, EVs tend to have a higher purchase price due to the cost of lithium-ion batteries, which are a significant component of the vehicle. For instance, as of 2023, the average cost of an electric vehicle was about \$3,000 higher than a comparable ICE vehicle. As technology and scales increase, however, this difference is steadily declining, making EVs more comparable with ICEVs.

Used EVs have also seen a drop in price in recent years and according to some studies have become cheaper than comparable ICEVs. This difference has both positive and negative implications. On the positive side, lower-priced Used EVs enhance the affordability of EVs in general and provide an opportunity for populations with lower incomes to begin adopting EV technology. However, the lower price does come at a cost, which is the increased depreciation that EVs experience over ICEV, making buying an EV a weaker investment.

Another factor for the upfront cost of EVs is the current availability of federal and state incentives for purchasing both new and used EVs. These incentives, which are primarily tax-based, range from \$4,000 for qualifying used vehicles to \$7,500 for qualifying new vehicles and can directly reduce the cost of purchasing an EV. These incentives are addressed in further detail in the funding assistance programs section.

Range Anxiety

A commonly cited fear consumers have about making the switch to EV is running out of power and being stranded. Like the worry of running out of gas in an internal combustion engine (ICE) vehicle, range anxiety is the concern that an electric vehicle (EV) might not complete a trip without needing a recharge, or that there won't be enough charging stations available along the route. With the increasing availability of direct current fast chargers (DCFC) and workplace charging stations, convenient charging options are becoming more accessible for commuters. Educating residents about these advancements, along with providing information on the benefits and feasibility of at-home charging, could significantly alleviate concerns and promote the adoption of EVs in Pueblo.

Battery Sustainability

A large concern for consumers who are skeptical about EVs in general and their environmental impact is that the batteries cannot be recycled. The typical lifespan of an EV battery is 150,000 miles which is about the length of an ICEV's mechanical lifespan as well. As vehicles and their batteries reach the end of their lifespan, a solution must be found for how to recycle the valuable materials inside.

One possible solution to the issue of used EV batteries is to repurpose them. Even though batteries may have degraded past powering an EV, they may still have enough capacity to be reused for alternative solutions, such as stationary power storage or as a backup power source.

The other alternative for EV batteries is recycling. While the market for EV Battery recycling is still growing, the materials in the batteries like cobalt and nickel, are rare and difficult to acquire, creating market pressure to find a feasible recycling solution. An MIT paper found that although the process is difficult, "Lithium-ion batteries, including EV batteries, are recyclable. The metals inside an EV battery are incredibly valuable and infinitely recyclable." This pressure is reflected in a rapid increase in installed and announced recycling capacity in recent years.



Policy and Regulatory Landscape

The EV market is expected to grow dramatically over the next decade. Projected growth stems from market pressures along with state and federal goals and incentives. This section describes current EV-related funding sources as well as information on various EV initiatives taking place federally and within the state of Colorado.

Funding Assistance Programs

Infrastructure Investment and Jobs Act

In November of 2021, the \$1 trillion Infrastructure Investment and Jobs Act was passed. From this bill, an estimated \$700 million to \$850 million will be allocated to Colorado for transportation, specifically. This includes funding for the construction of EV charging infrastructure. By monitoring the market trends, technological advancements, and consumer plus community feedback, the City could remain ahead of the curve with plans to best capitalize on the allocation of funding.

Federal EV Tax Credit

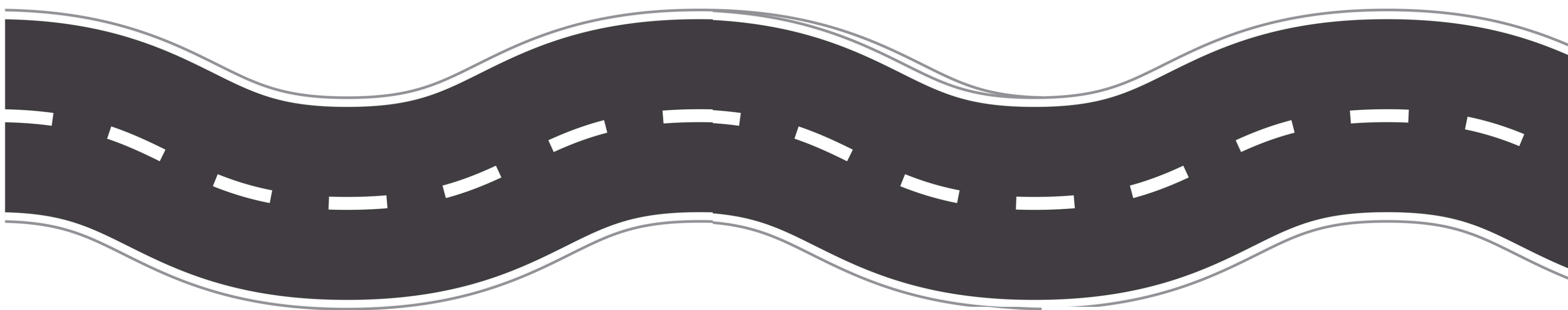
In addition, the Federal EV Tax Credit covers new or used BEV and PHEV purchases and offers \$3,500 or \$7,500 in federal tax credit depending on capacity and weight. Rather than phasing based on year, this credit phases out based on the number of purchases of EVs from a given manufacturer. EV manufacturers Tesla and General Motors have phased out and are no longer eligible for these tax credits. Fortunately, there are more manufacturers designing a wide range of options for EVs every year.

Colorado Senate Bill 260

The State of Colorado has also devoted sizable funding to sustainability of the transportation sector. Colorado Senate Bill 260 (SB260) was passed in the summer of 2021 and plans out \$5.4 Billion in funding over the next 10 years for transportation, with \$734 million specifically for EV development and adoption. \$110 million will be accessible by local and regional support. There are three main enterprises where the funding will be focused: Community Access, Clean Fleet, and Clean Transit. Developing accessible electric public transportation can reduce the amount of GHG emissions and benefit the grid stability.

Colorado Plug-in Electric Vehicle State Tax Credit

To market the incentive to both the average and commercial consumer, Colorado offers a similar program to the Federal EV Tax Credit. The tax credit was available starting 2022 and has decreased every year down to \$2,000, before phasing out after 2025. The most recent round of credits starts on January 1,2024 for \$2,500 in tax credits for vehicles worth up to \$35,00.



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Colorado Clean Diesel Program

One program that will benefit the large farming and agricultural industry in Pueblo is the Colorado Clean Diesel Program. It provides funding for owners to swap out large diesel equipment for electricity such as tractors, dump trucks, and snowplows. Grants range from 25-45% of the cost of new equipment, depending on the type. Any commercial or taxable entity that owns qualifying vehicles may apply for the grant.

Electric Vehicle Charging Infrastructure Grants

There are numerous federal and state tax credits and utility/local programs for purchasing and installing EV infrastructure available. The table below lists the main resources, but the notable Colorado programs, Charge Ahead Colorado, and EV Fast-Charging Plazas and Corridors are open to both public and private entities. They focus primarily on business and multifamily housing for community available DCFC. The Corridor and Plaza programs are made to identify frequent travel paths across the state. There would be a major benefit for the city to participate in programs like theirs where they already fit the requirements. Applicants that have strong collaborations with local and regional governments are looked at more favorably, indicating a potential role for the City of Pueblo to serve as a leader in the EV infrastructure space.



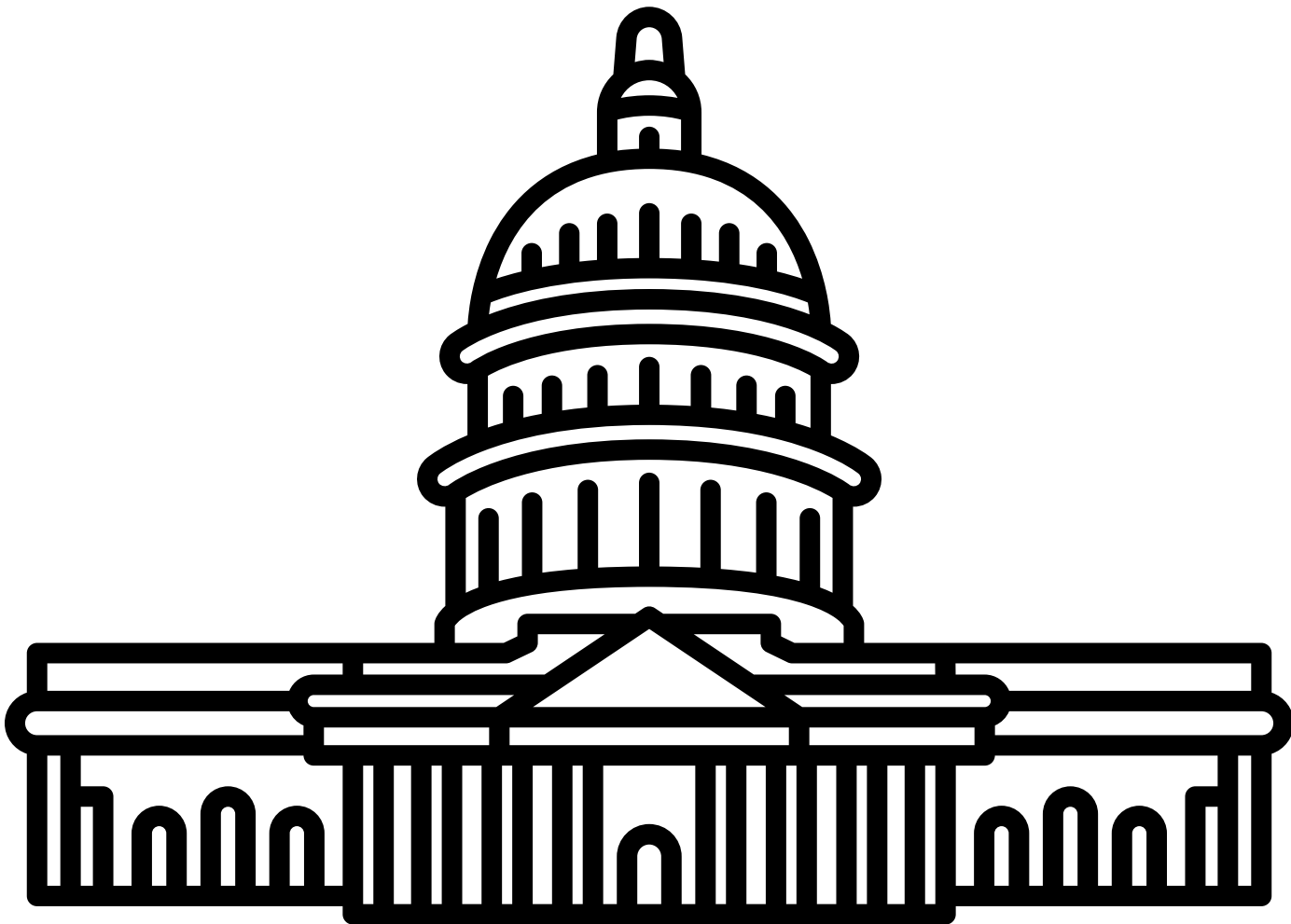
TASK 1: MARKET ASSESSMENT

The next couple of pages shows a summary list of present and upcoming funding opportunities available in 2024 for both EVs and EV infrastructure within the State of Colorado for both individuals and organizations. It is not intended to be comprehensive, instead aiming to be a review of potential opportunities that exist and are most relevant to the City of Pueblo.

Federal

EV Tax Credit	Up to \$7,500 per vehicle	Tax credit for the purchase of an EV, with the amount based on battery capacity and gross vehicle weight rating.
Federal Transit Administration Low or No Emission Vehicle Program	Varies; \$1.5 billion in 2024	State and local govt. funds for zero-emission and low-emission transit buses and supporting fueling facilities.
Public Transportation Innovation Program	Varies	Funding to develop research, demonstration, and deployment projects.
Alternative Fuel Infrastructure Tax Credit	Up to \$100,000	Tax credit for low-income communities installing EV chargers.
Tax Exemption	Varies	EV charging stations are exempt from property tax until January 1, 2030

up to
\$7500



TASK 1: MARKET ASSESSMENT

State

EV Tax Credit	Light-duty: \$5,000-\$7,000 Medium-duty: \$10,000 Heavy-duty: \$20,000	Qualified New EVs in Colorado are eligible for a tax credit.
Charge Ahead Colorado	EVs: \$8,260 Level 2: \$9,000 DC Fast: \$30,000	Grant funding for public Level 2 and DCFC. Focus on ‘corridors’ of popular travel routes and potential ‘plazas’ along highly trafficked areas.
Vehicle Exchange Program	Up to \$6,000	Helps income-qualified Coloradans recycle and replace their old or high-emitting vehicles with EVs
Energy Impact Assistance Fund Grant	Varies	Rebate for customers installing Level 2 chargers in their homes and low-income customers for purchasing an EV.

Utility

Black Hills Energy Time-of-Use (TOU) Rate	Varies	Black Hills Energy offers Time-of-Use Rates for Electric Vehicle Chargers.
Black Hills Energy Residential Rebates	Residential Customers: \$500/ Level 2 Charging Port Income-Qualified Residential customers: New/Used EV: \$2,500 Level 2 Charging Port: \$1,300	Rebate for customers installing Level 2 chargers in their homes and low-income customers for purchasing an EV.
Black Hills Energy Commercial Rebates	Level 2 Charging Port: \$2,000/\$3,000	Rebate for Customers to install qualified Level 2 chargers. Increased rebate amount for Government and Nonprofit customers.
Xcel Energy Rebates	New EV: \$5,500 Pre-Owned: \$3,000 Level 2 EV Charger: \$1,300	Rebate for customers installing Level 2 chargers in their homes and low-income customers for purchasing an EV.

State Law

HB24-1173

Colorado legislation passed a bill to help expedite the construction of new EV chargers. The bill has passed through the House and Senate and as of May 21, 2024, it was officially signed by the governor as an active law. Now that it is official, the law requires permit applications in all counties and municipalities containing less than 13 charging stations be resolved within 30 days and all others within 60 days. This streamlined process will help install more chargers and will eventually encourage people to buy EVs. Additionally, “The bill also instructs the Colorado energy office to develop a model code regarding the approval of EV charger permits and provide counties and municipalities technical assistance in developing and administering the expedited EV charger permitting process.” The details of the assistance have not yet been determined but funding assistance, educational programs, and public involvement are mentioned. For example, the bill includes sections for the Colorado department of energy to educate communities about the benefits of pairing EV Charging Infrastructure with onsite renewable energy. Additionally, section 5 of the act is dedicated to funding grant to provide technical support to “state agencies, public universities, public transit agencies, local governments, landlords of multifamily apartment buildings, private nonprofit or for-profit corporations.”

Building Codes

The City of Pueblo has adopted the 2021 International Code Council (ICC) building codes. In their currently adopted format, the codes themselves don’t directly address electric vehicles or electric vehicle charging. However, the ICC has provided amendments that address requirements for electric vehicle chargers, specifically in the International Building Code (IBC) and the International Residential Code (IRC). These amendments have been adopted by numerous other municipalities in Colorado and beyond. The amendments are summarized below.

International Residential Code (IRC)

- ▶ The amended 2021 IRC addresses single family dwellings and mandates that all new single-family dwellings with an attached garage or carport shall be provided one continuous 40-amp, 208/240-Volt dedicated branch circuit for electric vehicle supply equipment that is terminated at a receptacle or electric vehicle supply equipment. An exception is made in cases where a transformer upgrade would be required.

International Building Code (IBC)

- ▶ The amended 2021 IBC addresses EV charger requirements for new buildings, buildings undergoing change of occupancy use in more than 50% of the total building area. or existing buildings that renovate or alter more than 50% of the total building area. The requirements designate that a certain number of the total parking spaces must be EV Capable, EV Ready, or EV Supply Equipment Installed. The definition of these terms is provided below.

Market Assessment

Market Trends for EVs

This section will explore the status of the current EV market with a focus on the reality of consumers' experiences in the City of Pueblo. It will examine the accessibility of EV options, the effectiveness of current infrastructure, and any barriers residents face in adopting EV technology. Additionally, this analysis will consider local policies and incentives that impact consumer choices and highlight key areas where improvements could enhance community access to EVs.

Adoption Rates in Pueblo

The IEA has found that EV sales in 2024 are projected to rise by 20% compared to the previous year, translating to almost half a million more sales in the US 2023. Historically, Colorado has been a leader in EV growth, consistently in the top 10 states for EV adoption rates since 2019. The 2023 Colorado Electric Vehicle plan was released with the goal of electrifying 100% of light duty vehicles on the road by 2050. As of November 2023, “Nearly one in four new vehicles registered in Colorado this year is either battery-electric, hybrid-electric, or hybrid,” But unfortunately there has been a stall in the beginning of 2024. The Colorado Sun published that “the share of full battery-electric vehicles newly registered in Colorado dropped to 13.8% for the first quarter of 2024, from 16.3% in the last three months of 2023.” It’s not yet clear if this is a long-term slowdown in adoption rates, or a longer-term trend. According to the Colorado Energy Offices EValuateCO dashboard, there are 130,460 active EVs on the road in Colorado, resulting in approximately 1.59% of light-duty vehicles on the road. Pueblo’s adoption rate is lower, making up 0.8% of the light duty vehicles on the road (EValuateCO, 2024). The adoption trends continue to increase. At the beginning of 2024, there were just over 500 EV registered in the city and as of October of 2024, there were 694 EVs registered; 438 of the vehicles are full BEVs, while 256 of them are PHEVs.

EV Models and Pricing

The electric vehicle (EV) market is expanding rapidly in terms of variety, affordability, and performance. In 2024, consumers have a broader range of EV models and body types, including sedans, SUVs, and trucks. Around 49 EV models are available for less than \$48,000, with 18 models priced under \$35,000—making them increasingly competitive with internal combustion engine (ICE) vehicles (EDF, 2024). EV performance is also improving. The average driving range for EVs in 2024 is nearly 300 miles on a single charge, addressing range anxiety that previously hindered adoption (EDF, 2024). Some of the latest models, like Tesla’s Model 3 Long Range, offer ranges up to 341 miles, while SUVs like the Kia EV9 achieve over 318 miles (IEA, 2024).

With continuous advances in battery technology and manufacturing, the cost of EV batteries is expected to decrease, pushing EV prices even lower and further improving performance. This dynamic growth in the market is supported by policy incentives like the U.S. Inflation Reduction Act, which has boosted domestic EV manufacturing and consumer subsidies. These trends indicate that EVs are rapidly becoming a mainstream option, with models that cater to a wide variety of consumer preferences and needs.

Heavy Duty Vehicles

The market for heavy-duty and medium-duty electric vehicles (EVs) is rapidly evolving, driven by advancements in battery technology and stricter environmental regulations. Major manufacturers like Tesla, Volvo, Daimler, and BYD have introduced electric trucks and buses aimed at reducing emissions and operating costs. Electric buses are gaining traction in transit systems due to their zero-emission capabilities and lower long-term operational costs. In the medium-duty sector, electric delivery vans and trucks are becoming popular among logistics companies like Amazon and UPS, which seek to meet sustainability goals and reduce fuel expenses.

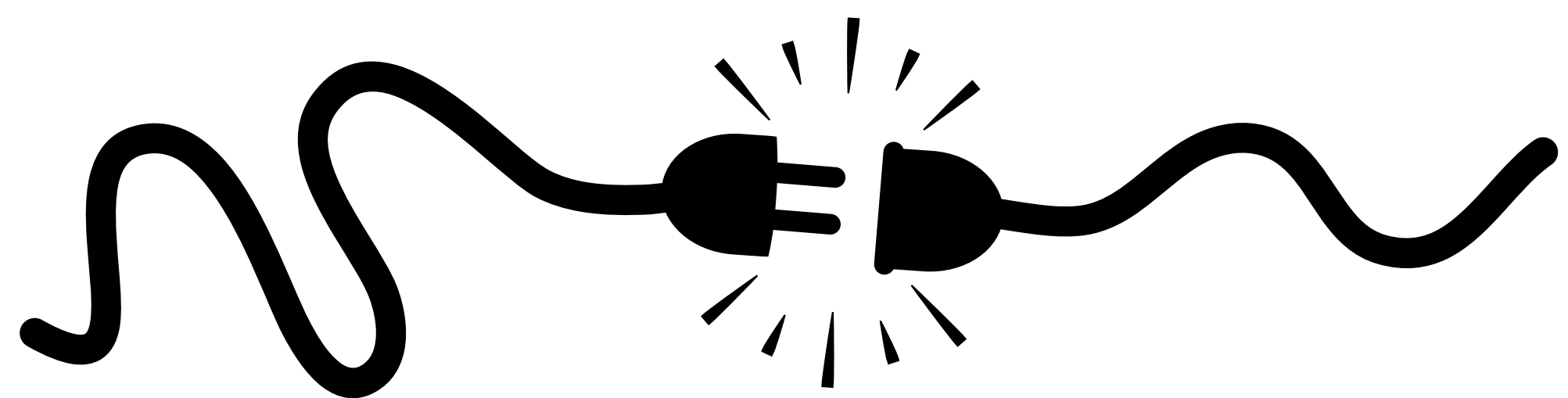
The feasibility of heavy-duty and medium-duty EVs hinges on range, charging infrastructure, and total cost of ownership. Current battery technology may limit the range of these vehicles, especially under heavy loads, making them more suitable for urban and regional routes rather than long-haul transportation. Infrastructure development, including a network of high-capacity charging stations at key logistics hubs and along major transportation routes, is crucial. Government incentives and regulatory support can accelerate the transition by offsetting higher upfront costs and encouraging investment in necessary infrastructure. As technology improves and economies of scale are achieved, the total cost of ownership for electric heavy-duty and medium-duty vehicles is likely to become increasingly competitive with traditional diesel vehicles, paving the way for broader adoption in the commercial transportation sector.

Lifecycle Analysis

Based on the survey conducted for this plan, many Pueblo residents are reluctant to choose EVs due to the belief that their batteries are not actually more sustainable, or that the vehicles don't have a significant impact because of the grid. These are common misconceptions that the EPA has addressed in an article meant to educate with updated, quantitative data including “The greenhouse gas emissions associated with an electric vehicle over its lifetime are typically lower than those from an average gasoline-powered vehicle, even when accounting for manufacturing”. (Electric Vehicle Myths, 2023).

To start with the manufacturing process, there are many similarities between Lithium and fossil fuel extraction. Lithium extraction presents its own challenges, particularly around water use in already vulnerable communities. However, it does not carry the same scale of global conflict, violence, or geopolitical tensions associated with oil. Cobalt, another key material for EV batteries, has more severe human rights concerns. However, global efforts are underway to reduce reliance on cobalt through battery innovation and better regulation

When comparing GHG emissions, fossil fuel extraction, and combustion is significantly more harmful over the long term than lithium extraction. While lithium mining produces CO₂ emissions, primarily from the energy used in extraction and processing, it pales in comparison to the cumulative emissions from the extraction, refinement, and burning of fossil fuels for ICE vehicles. Fossil fuels, once combusted in cars, release carbon that has been locked underground for millions of years, directly contributing to atmospheric CO₂ increases. In contrast, EVs have no tailpipe emissions, and as electric grids decarbonize, their overall impact lessens.

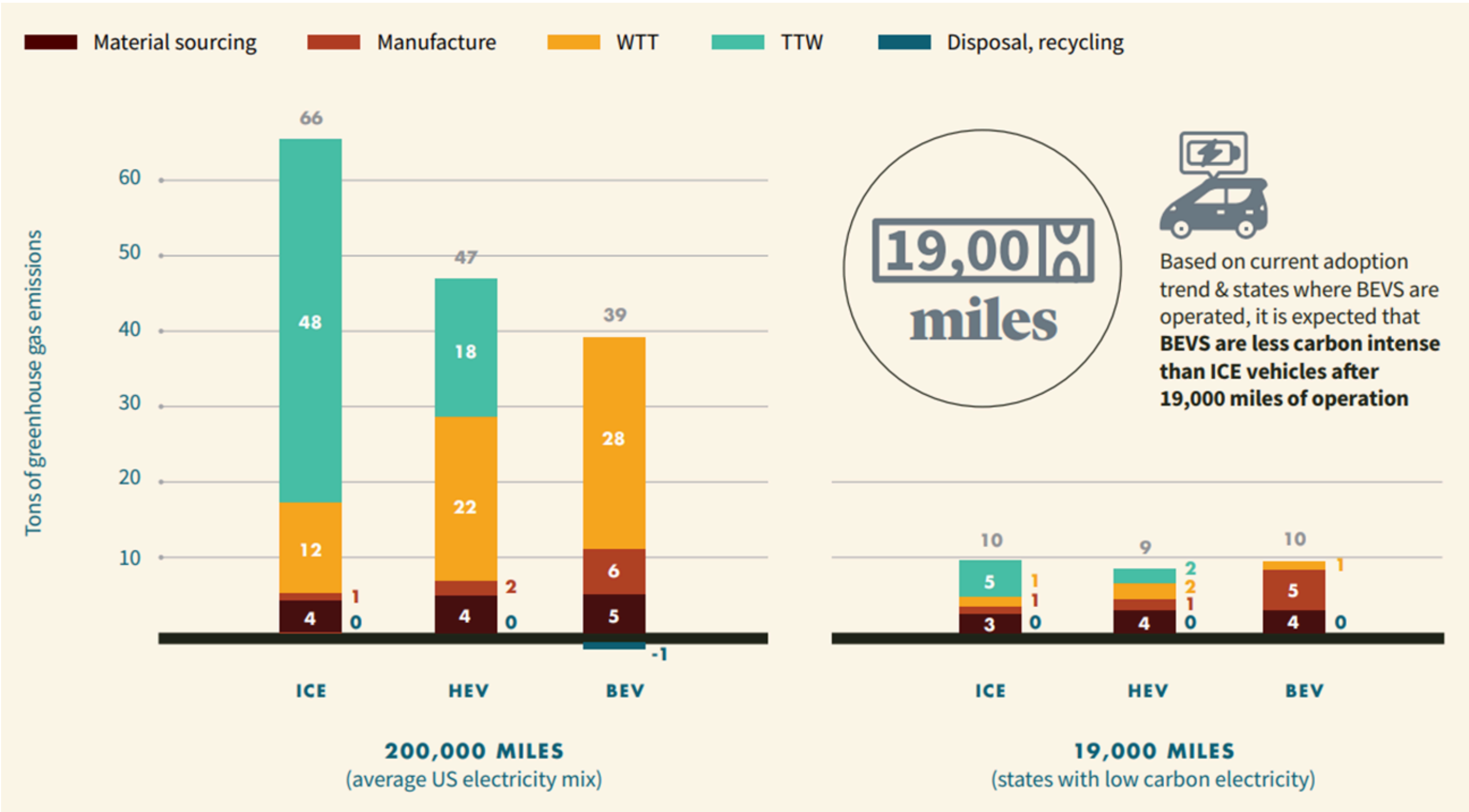


TASK 1: MARKET ASSESSMENT

Approximately 75% of metals are recycled from all vehicles and the rest of the metals and other materials including plastics and glass are considered “Auto Shredder Fluff” that mostly ends up in landfills. (Wastes - Resource Conservation - Conservation Tools- Vehicles, 2016). In comparison, at the end of batterie’s 10 to 20 years in the vehicle, they can be repurposed for secondary uses for energy storage across residential to large-scale projects such as solar and wind storage, grid stabilization, and backup power. (Clarke, 2024) If a battery cannot be repurposed, there are effective recycling programs, recovering up to 95% of valuable materials like lithium, cobalt, and nickel from spent batteries, significantly reducing reliance on new mining. (Zhu, et al., August2021). As the market for EVs continues to grow, sustainable practices surrounding battery use and recycling are evolving, showcasing the potential for a circular economy that minimizes environmental impact.

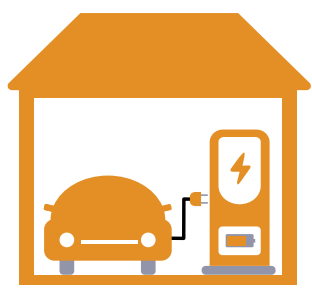
Looking at the whole lifecycle, advancements in technology, evolving market practices and sustainably sourced grids have led to EVs having lower lifetime GHG emissions than ICEVs, even when accounting for the batteries. A study conducted by The Transportation Institute on the greenhouse gas emissions of electric, hybrid, and internal combustion engine vehicles. It was found that EVs emit 60-69% less GHGs over their lifetime compared to gasoline vehicles, with this gap expected to widen as the electricity grid continues to decarbonize (Institute, 2022). The image below shows the findings of the analysis. In general, ICEVs generate higher emissions over their lifetime primarily due to fuel combustion.

While both fossil fuel and lithium extraction present environmental and human rights concerns, fossil fuel extraction tends to be worse in terms of cumulative GHG emissions and associated conflict and health risks. Lithium extraction has fewer long-term emissions but requires improvements in water management and human rights oversight, particularly regarding cobalt and other materials used in batteries. EVs, despite the challenges in their supply chain, have a net positive climate impact over their lifetime compared to ICE vehicles.



Charging Trends

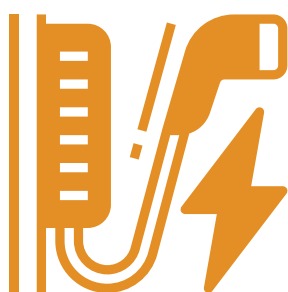
As electric vehicle (EV) adoption surges, the EV charging market is evolving to meet diverse consumer needs and support widespread infrastructure growth. These trends reflect a rapidly evolving EV charging market, focusing on accessibility, speed, renewable integration, and tailored solutions for diverse user needs.



Home Charging Demand: With over 80% of EV owners charging at home, residential chargers (particularly Level 2) remain in high demand, leading to growth in residential EV charging solutions and incentives for homeowners and multi-family housing.



Expansion of Public Charging Networks: Governments and private companies are heavily investing in public charging stations to address range anxiety and support urban and long-distance EV travel. Fast-charging networks, including high-powered DC fast chargers (DCFC), are increasing along major highways and in densely populated areas.



Focus on Charging Speed: Rapid advancements in charging technology, including ultra-fast charging (150-350 kW), aim to reduce charging times significantly. This is especially important for fleet operators and commercial locations where fast turnover is needed.



Integration with Renewable Energy: To reduce environmental impact, more charging stations are being paired with solar panels, battery storage, and smart grid technology. This enables chargers to draw from renewable sources, shift load to non-peak hours, and reduce strain on the grid.



Smart and Connected Charging Solutions: The trend toward "smart" chargers, which allow for remote management, scheduled charging, and load balancing, is growing. These chargers can optimize energy use, manage demand response, and interact with vehicle-to-grid (V2G) systems, turning EVs into grid assets.



Fleet Electrification: As delivery and logistics companies electrify their fleets, there's rising demand for dedicated charging infrastructure that supports fleet operations. This trend includes depot chargers and strategically placed public fast-charging stations for commercial EVs.



Urban and Destination Charging: More cities are integrating EV chargers into public spaces, parking garages, and commercial sites like shopping malls and hotels. Destination chargers encourage patrons to stay longer, benefiting local businesses and boosting tourism.



Equity and Accessibility Initiatives: There's an increased focus on equitable charging access for underserved communities, encouraging investment in public chargers for multi-unit dwellings and lower-income areas, aiming to make EVs viable for a wider population.

Looking to the Future through Innovative Technology

Electric vehicles might seem like a recent innovation, but they’ve been around since the late 19th century. Despite their long history, EVs are still relatively fresh to the public, largely because technology has only recently become more accessible and appealing. As advancements continue, we’re seeing a shift from high-end luxury models to more affordable options, making EVs more viable for a broader audience. However, the charging infrastructure still lags, with a network of charging stations not yet matching the ubiquity of gas stations. Fortunately, various charging technologies are being developed to address these gaps, aiming to integrate seamlessly with existing infrastructure. As the industry evolves, we can expect more efficient, affordable, and widespread solutions in the coming years, making EVs a more practical choice for everyone.

Solar chargers are emerging as a key solution, enabling EVs to harness renewable energy directly from the sun, reducing reliance on the grid and lowering carbon footprints. Streetlight-integrated chargers are another groundbreaking development, turning everyday urban infrastructure into dual-purpose tools that illuminate streets while offering accessible charging points for EVs. Vehicle-to-grid (V2G) technology is also gaining momentum, allowing EVs to not only draw power from the grid but also return excess energy, thereby stabilizing the grid during peak demand times. Additionally, wireless charging pads, which eliminate the need for physical plugs, and ultra-fast chargers, capable of delivering significant range in just minutes, are making EV charging more seamless and integrated into daily life. These innovations collectively represent the future of EV infrastructure, focusing on sustainability, accessibility, and efficiency.

It is crucial for the city of Pueblo to closely monitor and implement cutting-edge EV charging solutions to ensure the community has access to the latest sustainable technologies. By adopting innovations, Pueblo can not only meet the growing demand for EV infrastructure but also position itself as a leader in the transition to clean energy. Proactively embracing these advancements will enhance the city’s environmental efforts and demonstrate a commitment to a forward-thinking, resilient future.

Picture by: Beam Global



Infrastructure Deployment Plan

To determine the charging infrastructure needed to support the growing adoption of electric vehicles (EVs) in The City of Pueblo, it's essential to assess the current infrastructure and project future needs based on demand. This chapter outlines the existing EV charging stations in the city, estimates future EV adoption rates, highlights the needs of the community, and identifies optimal locations and technologies for expansion.

EV Adoption Rates

The City of Pueblo has been a leader in electrification efforts and has been continuously expanding the grid to support further adoption of electric vehicles. Currently, there are over 600 EVs registered within the city which is about 0.76% of all personally owned vehicles on the road. This is less than the state average of 2.87%, but the city is taking significant steps to increase EV adoption. A large motivator to switching to electric is having access to charging. Currently, the City of Pueblo has momentum with expanding the EV infrastructure to meet and encourage more EV adoption. The City of Pueblo has prioritized developing the infrastructure and has reached 58 chargers across the city including 29 fast chargers. The majority of these are free to be used by the public. This dedication has enabled the city to be leaders in the state as ratio of chargers to people in the city exceeds the statewide number.

Community Needs

The community of Pueblo is deeply committed to enhancing their environmental impact, yet many residents perceive significant challenges in transitioning to EVs. A primary concern is the purchase price, which many see as a considerable barrier to making the switch. In this regard, government rebates play a crucial role in making EVs more affordable and accessible. Another key concern among residents is the availability of charging stations, which remains a critical factor in their decision-making process. Addressing these barriers is essential for Pueblo to fully embrace a greener, more sustainable future.

Charging at Home

Charging at home is the preferred method for most EV owners, providing the convenience of recharging overnight and the potential for cost savings. The survey conducted in Pueblo found that people are most likely to buy an EV if they could earn a rebate to install a home charging station. With 60% of the city's residents owning their homes, there is significant potential to increase the adoption of at-home charging infrastructure. To support this, Pueblo is exploring various programs that offer education on installation process, financial incentives, and equipment rebates. By making home charging more accessible and affordable, Pueblo is ensuring that more residents can participate in the shift to clean energy, fostering a more sustainable and environmentally friendly community.

Heavy-Duty Vehicle Types

There is a population of Pueblo city residents who own heavy-duty vehicles, transport trailers, and campers, which require not just powerful charging stations but also ample physical space. To accommodate these larger vehicles, installing chargers in locations that offer sufficient room should be considered. Leveraging existing parking areas such as the Pueblo Zoo, Mall and Airport with extra space is a practical and effective solution to meet this need, ensuring that all residents have access to the necessary infrastructure for their diverse vehicles.

Highway Corridors

In addition to the 100,000+ daily commuters across the city, Pueblo is a “regional hub for business, transportation, and culture in Southern Colorado”. (Stacker, 2023) (Pueblo, 2019) The city’s highway infrastructure accommodates both local commuters and welcomes thousands of tourists annually. Major events like the Colorado State Fair attract a surge of visitors, while the city's year-round appeal to outdoor enthusiasts and travelers along the I-25 and HWY-50 corridors further drives tourism. To support this influx, it is essential to have accessible charging stations not only within the downtown area but also along the highways, ensuring convenience for all travelers and enhancing Pueblo's attractiveness as a destination.

Affordability

Affordability is a crucial factor in the adoption of EVs for the residents of Pueblo. For many in the community, the upfront cost of purchasing an EV remains a significant hurdle, making it essential to fully leverage the incentives and rebates available at the federal, state, and utility levels. Increasing education about and easy access to available incentives is a crucial step in ensuring all Pueblo community members can take advantage of these cost-savings. In Pueblo, private entities have been instrumental in installing public EV chargers, even though these installations often do not generate direct profits, especially when factoring in the high demand charges associated with fast charging. These private investments are vital to expanding the city’s public charging infrastructure, but they also underscore the need for sustainable models that ensure these resources remain affordable and accessible. Additionally, while more Pueblo residents are installing home chargers, they face the challenge of managing costs related to time-of-use utility charges, which can spike during peak hours, often the ideal time to charge EVs at home. To truly support EV adoption in Pueblo, we must address these financial challenges through targeted education, enhanced incentives, and policies that make EV ownership and charging more affordable for our community.

Security and Maintenance

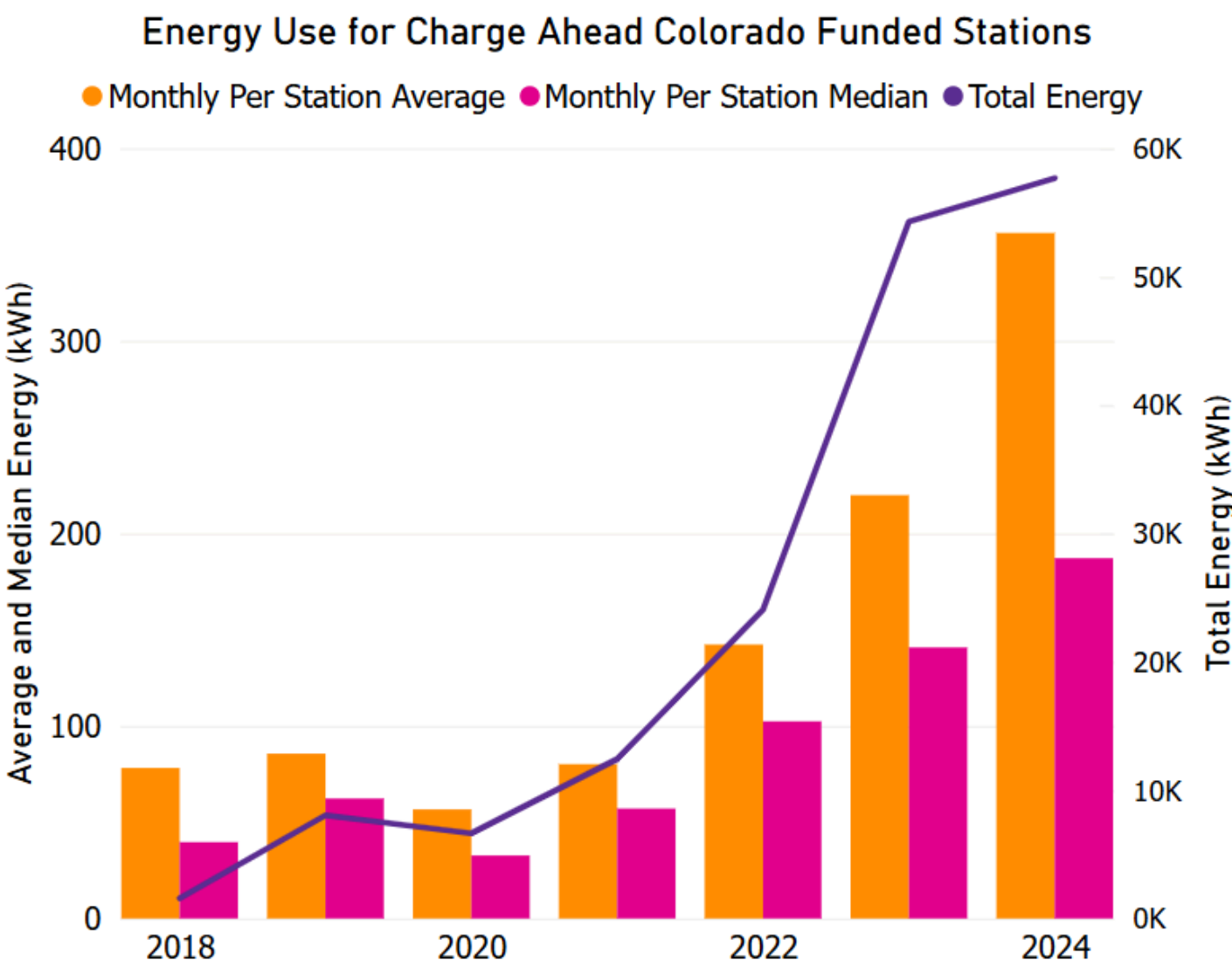
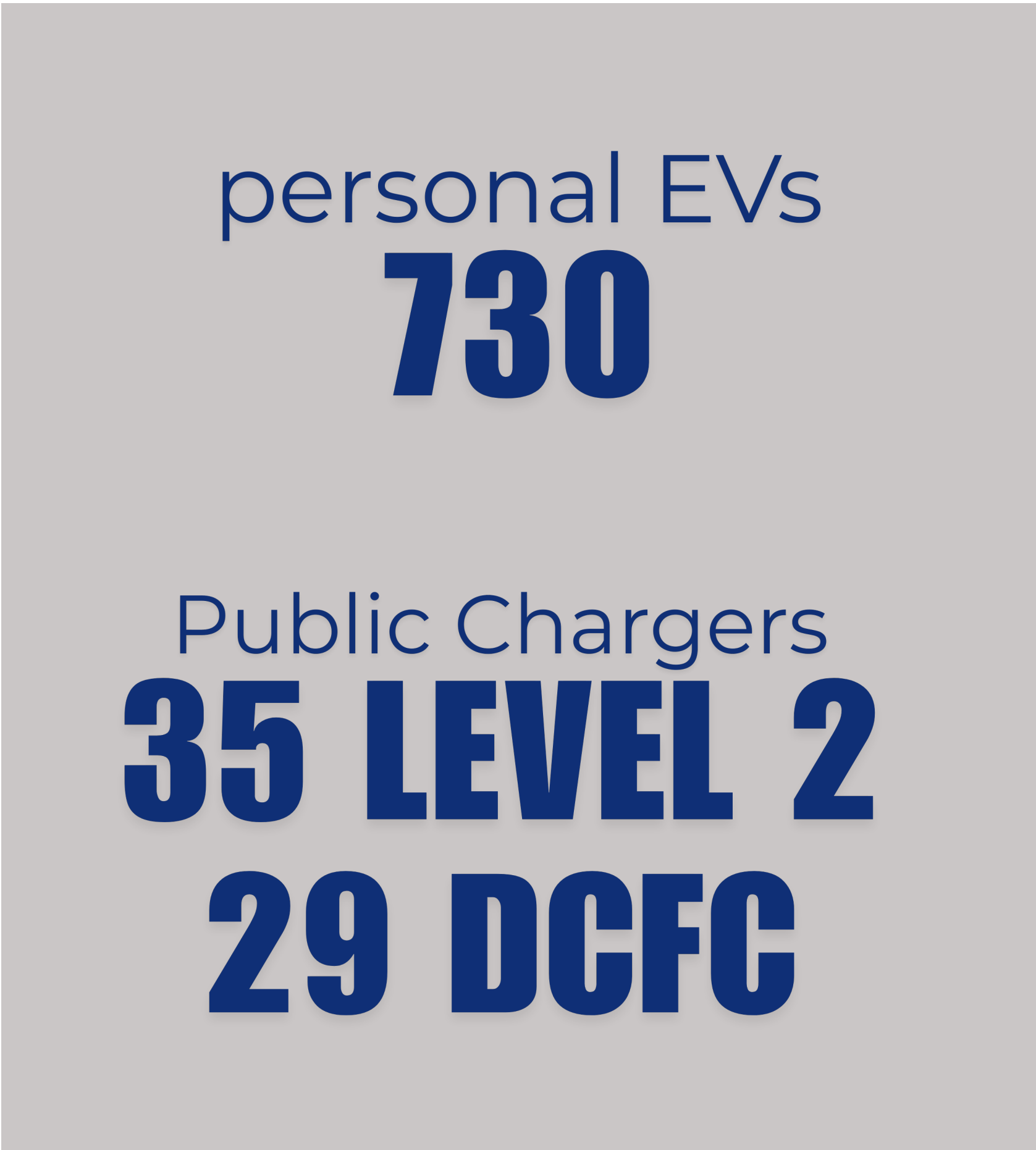
Enhancing the user experience and convenience of EV charging in Pueblo goes beyond just installing the infrastructure—it also involves placing chargers near amenities like shopping centers, restaurants, or public services. Providing additional conveniences, such as trash cans and bathrooms can make the charging process more comfortable and attractive for users. Equally important is ensuring that these chargers are in safe, well-lit public areas ideally equipped with existing security cameras to promote user safety and prevent vandalism. Finally, while installing chargers is a crucial step, their long-term success depends on regular maintenance by the city to keep them fully operational and reliable. By focusing on these aspects, we can create a secure, user-friendly EV infrastructure that encourages more residents to transition to electric vehicles.



Predicted Infrastructure Demand

As the city of Pueblo continues to grow and develop, the demand for electric vehicle (EV) chargers is rising in tandem. With ongoing residential and commercial expansion, more residents and businesses are embracing EVs as a sustainable transportation option. This increasing adoption reflects Pueblo's commitment to environmental stewardship and the broader shift towards clean energy. However, as the number of EVs on the road climbs, so does the need for a comprehensive and accessible charging infrastructure.

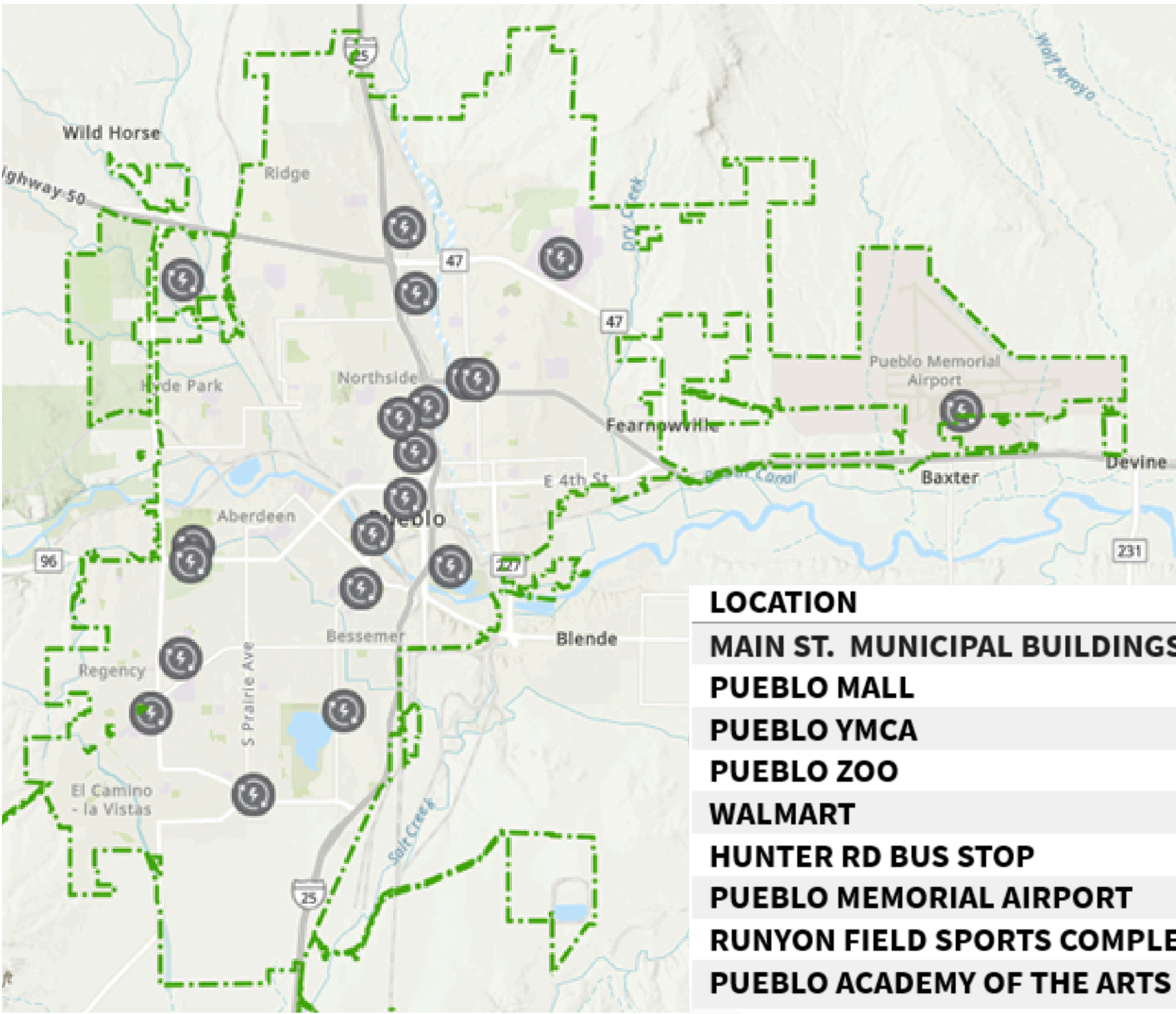
An estimate of the infrastructure needed to support EVs in the City of Pueblo is calculated using the DOE Daily Charging Needs tool. (DOE, 2024)The tool requires the input of at least 1% of personal vehicles to be electrified which is close to the actual percentage of 0.86%. Using this data and the assumption that 70% of drivers have access to charging at home, the tool estimates that 86 public charging stations are required including 11 DCFC. Currently, there are 58 charging ports on Pueblo’s grid in the city including 35 Level 2 ports and 29 DC fast chargers. Although the overall number is lower, the priority of DCFC compensated the power supply. The city recognizes this demand and is actively working to expand its network of EV chargers to meet the needs of its growing population. By investing in this critical infrastructure now, Pueblo is not only accommodating current residents but also positioning itself as a forward-thinking, sustainable city ready to support the future of transportation.



Potential sites

Selecting potential EV charging sites is a crucial aspect of effective grid planning and infrastructure development. It is essential to consider a variety of factors to ensure that the charging network meets the needs of the entire community. This includes evaluating accessibility for all demographics, such as individuals with disabilities or those without private parking. Traffic patterns should also be analyzed to place chargers in high-traffic areas where they will be most utilized. Additionally, planning must account for future development to ensure that the charging infrastructure scales with the city’s growth. Prioritizing locations like large parking lots where people spend significant amounts of time, such as shopping centers and workplaces, can maximize the convenience and efficiency of the network. By addressing these considerations, planners can create a well-integrated charging system that supports both current and future needs of the community.

The list below includes potential sites considering these factors, recommendations from the community, and spots investigated by ChargePoint experts.



LOCATION	TYPE
MAIN ST. MUNICIPAL BUILDINGS	Government Building
PUEBLO MALL	Retail
PUEBLO YMCA	Community Center
PUEBLO ZOO	Parks and Recreation
WALMART	Retail
HUNTER RD BUS STOP	Transportation
PUEBLO MEMORIAL AIRPORT	Transportation
RUNYON FIELD SPORTS COMPLEX	Parks and Recreation
PUEBLO ACADEMY OF THE ARTS	Education
WALMART	Retail
MINERAL PALACE PARK	Parks and Recreation
UNION DEPOT	Transportation
BELMONT SHOPPING CENTER	Retail
SOUTHSIDE WALMART	Retail
RMSER	Community Center
COLORADO STATE UNIVERSITY- PUEBLO	Education
UC HEALTH/PARKVIEW MEDICAL CENTER	Medical
ELMWOOD GOLF COURSE	Parks and Recreation
PUEBLO TRANSIT CENTER	Transportation
ST. MARY/COMMON SPIRIT HOSPITAL	Medical

Public Private Partnerships

Charge Ahead Colorado and ChargePoint

The city was awarded funding from the Department of Transportation’s Charge Ahead Colorado program, which was used to establish a partnership with ChargePoint, a leading provider of EV and EVSE solutions. Through this partnership, ChargePoint has provided comprehensive services that include planning, installation, and ongoing management of the charging stations. This collaboration enabled the installation of several charging stations around the downtown area, with three of the chargers initially being free to use by the public. However, as of October 1st, the city implemented a new fee structure, introducing a rate of \$0.25 per kilowatt hour for public charging. By leveraging ChargePoint's expertise, the city has been able to meet the diverse needs of the community while fostering the growth of EV adoption and enhancing the sustainability of its transportation network.

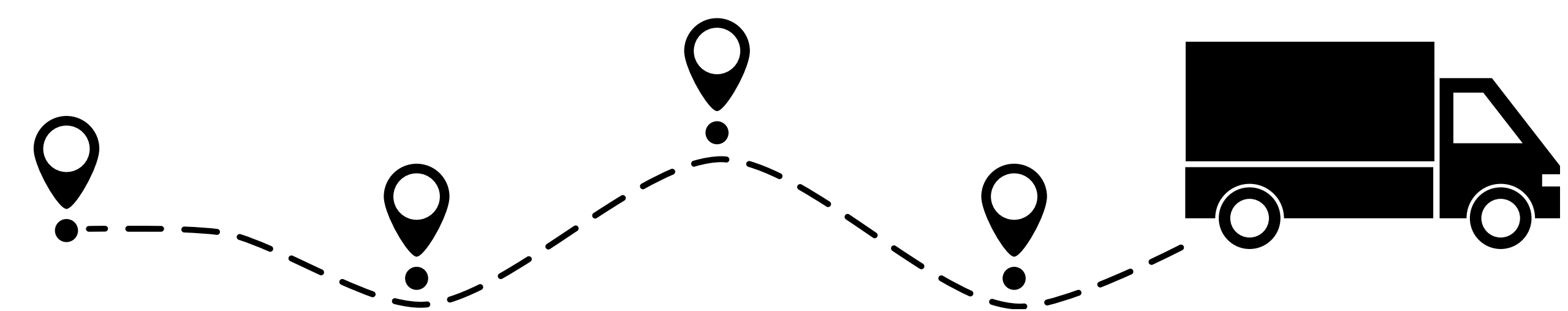
Charging Smart

Pueblo is actively collaborating with Charging Smart to achieve Gold Certification, a prestigious recognition that signifies the highest standards in electric vehicle (EV) infrastructure and sustainability. This certification reflects a city’s commitment to creating a robust and accessible network of EV charging stations, promoting clean transportation, and reducing carbon emissions. By partnering with Charging Smart, Pueblo is implementing advanced charging solutions that meet stringent criteria for efficiency, coverage, and user accessibility. Reaching Gold Certification will position Pueblo as a leader in sustainable urban development, demonstrating its dedication to environmental stewardship and innovation in clean energy.

Federal Funding

On September 9th, 2024, the city of Pueblo passed an ordinance that positions the city to receive up to 80% in matching funds for new EV chargers through the U.S. Department of Transportation's Charging and Fueling Infrastructure Discretionary Grant Opportunity. This grant, established under the Investment and Jobs Act, seeks to award funding to projects that promote environmental justice, particularly targeting economically disadvantaged communities, rural areas, and low- to moderate-income neighborhoods. These areas are often disproportionately affected by climate change and pollution, making the focus of this grant critical for equitable development.

The city's decision to pursue this funding aligns with its commitment to sustainability and the electrification of transportation. The plan to install new EV charging infrastructure, with the support of this grant, demonstrates Pueblo's dedication to ensuring all communities—regardless of income level or geographic location—have equal access to cleaner transportation options. By addressing both environmental and economic challenges, the city is working toward a greener, more inclusive future while supporting its long-term sustainability goals.



Lead-by-Example Strategies

This plan aims to identify best practices strategies for local government fleets and public institutions to showcase their commitment to EV adoption. Below are actional steps to integrate EV into fleets as a demonstration of environmental stewardship.

Fleet Adoption

The City of Pueblo is leading by example in EV adoption by converting its municipal fleet to electric vehicles. In addition to supporting the city's energy and sustainability goals, transitioning to EVs could yield significant financial benefits. The city is aiming for fleet vehicles to be electric where the functionality is applicable. Currently, “The City of Pueblo also has over 20 electric vehicles in use within the Pueblo Police Department, multiple trucks with Parks and Recreation and an EV for use within the Fleet Department. Pueblo Public Works and other departments are expected to receive new EV vehicles to update their fleet needs in the coming months.” (Pachot, 2024) By transitioning government officials' vehicles, waste management trucks, police cars, school buses, parks and rec vehicles, and other city-operated vehicles to EVs, Pueblo is demonstrating its commitment to sustainability and set a precedent for the community.

The current momentum has been positive as the “Pueblo PD has demonstrated remarkable success in a relatively short amount of time with their EV deployments. Their achievements serve as a testament to their dedication and strategic planning.” (Pueblo Police Department, 2023) For every vehicle that is swapped out for an electric one, the city is saving approximately \$5,500 per year between maintenance and fuel. The transition phase does require user behavioral adaptations to planning where and when to charge the vehicles but providing EVSE at municipal buildings is the best way to ease this process. Additionally, range anxiety can be eased by promoting the use of apps that map available chargers and plan routes. Lastly the city has been training technicians in EV maintenance.

To ensure a successful transition, telemetric studies could be conducted to identify which vehicles in the fleet are most suitable for electrification, based on their usage patterns and energy needs. For example, vehicles that travel a consistent route and are not used overnight can be ideal candidates, but there are some instances where emergency vehicles would not be fit for electric conversion and identifying those vehicles will ensure the safety of the community is preserved. This data-driven approach will allow the city to prioritize conversions that will have the greatest impact on reducing emissions and operational costs. By taking this proactive step, Pueblo can not only improve its environmental footprint but also inspire local businesses and residents to consider EVs for their own transportation needs.

Public Transportation

The city of Pueblo is actively transforming its public transportation system as part of its commitment to sustainability and improving air quality. By converting its bus fleet to compressed natural gas (CNG), Pueblo aims to reduce harmful emissions and significantly lower levels of nitrogen oxides and particulate matter, key contributors to urban air pollution. This initiative not only enhances the health and well-being of residents but also sets a precedent for other cities in the transition to low and zero-emission vehicles. In addition to this fleet conversion, Pueblo proudly participates in the Colorado Zero Fare for Cleaner Air program. This initiative provides free public transportation across the state, encouraging residents to use transit instead of personal vehicles. By eliminating fare costs, Pueblo promotes greater accessibility and helps decrease traffic congestion, further lowering air pollution. This program aligns with the city’s ongoing efforts to foster alternative modes of transportation and reinforces its dedication to sustainability. Through these combined efforts, Pueblo is not only leading by example in reducing greenhouse gas emissions but also fostering a cleaner, healthier environment for all residents. The city’s proactive measures demonstrate its commitment to creating a more sustainable future and encouraging community-wide adoption of innovative transportation solutions.

Integration with Existing Plans

This section aims to review existing plans and literature as well as review of similar EV plans and best practices related to electric vehicle adoption and EV supply equipment (EVSE) deployment. This review will include state and regional documentation as well as City planning documents. Ensuring alignment with existing energy, transportation, and sustainability plans, opportunities for collaboration across initiatives will be identified below.

Pueblo County EV Readiness Plan

The Pueblo County plan was developed “To provide clear direction on the development, siting, and implementation of appropriate EV charging infrastructure for public use and to foster greater use of EVs within Pueblo County.” It includes goals for EV adoption and strategies to reach them and is used as a model for this EV plan. The county aimed to increase EV adoption through public education, financial assistance, leading by example, and promoting EVSE. Some direct goals included converting 2% of all parking to charging spots to meet 19 affordable chargers across the county by 2020. Access to EVSE and awareness of financial assistance aimed to reach 0.63% of all light-duty vehicles be EVs by 2020. Strategies emphasized the importance of converting the county and city’s fleet and public transportation.

Colorado 2030 EV Plan

Pueblo's Electric Vehicle (EV) readiness plan is closely aligned with Colorado's ambitious EV plan, which aims for 100% electric vehicles on the road by 2050. This statewide initiative highlights the importance of reducing greenhouse gas emissions and promoting sustainable transportation options. By setting this clear target, both Pueblo and the state are committed to transitioning to a cleaner transportation system that benefits residents and the environment alike.

A key aspect of Pueblo's strategy is its strategic location along the I-70 corridor, which runs through Colorado and serves as a vital transportation route connecting various cities across the state. This positioning not only facilitates greater access to EV infrastructure but also enhances the potential for regional collaboration on public transportation initiatives. By working together with neighboring cities, Pueblo can develop a cohesive network of charging stations and EV services that supports seamless travel along this critical corridor.

Moreover, Colorado offers various incentives that Pueblo can leverage to accelerate its EV goals. These incentives include grants and funding for infrastructure development, rebates for EV purchases, and support for public transportation upgrades. By participating in these state-run programs, Pueblo can enhance its EV initiatives, making electric vehicles more accessible and appealing to its residents. This collaboration between state and local efforts underscores a unified approach to promoting electric mobility and ensuring that the transition to EVs is both effective and equitable for all communities in Colorado.

Through these efforts, Pueblo is not only contributing to the state’s overarching goals but also positioning itself as a leader in the transition to sustainable transportation, setting an example for other municipalities in the region.

Local Goals

Pueblo’s energy goals were designated in 2018 when the County Commissioners voted to join the Sierra Club’s ‘Ready For 100’ campaign. The movement aims for 100% renewable energy for county-wide electricity needs by 2035, aligning with Pueblo’s Energy Future initiative. This goal focuses on solar, wind, and community energy projects, particularly benefiting low-income residents. The commissioners stressed Pueblo’s strong potential for solar and wind energy, with ongoing efforts to reduce dependence on fossil fuels. The initiative promotes energy justice, business competitiveness, and better utility rates. Black Hills Energy's sustainability report highlights the company's progress toward clean energy goals, including reducing greenhouse gas (GHG) emissions and expanding renewable energy sources. (2022) Key advancements include a net zero emissions goal by 2035 through modernizing the electric grid and supporting policies that promote energy efficiency. For Pueblo's this means that EVs powered by a clean energy grid is an ideal strategy for eliminating GHG emissions. As the grid becomes greener, EVs will have a significantly reduced carbon footprint, aligning with both local and statewide sustainability objectives. This synergy between clean grid energy and EV adoption can accelerate Pueblo's transition to a low-emission future.



Task 3: Policy and Program Recommendations

The strategies outlined in this plan for increasing EV adoption in Pueblo are the result of a collaborative effort that combines extensive research on the city's existing infrastructure, insights from other local EV plans, including the goals set by Pueblo County, and contributions from various City of Pueblo department representatives. Additionally, community input played a crucial role in shaping these strategies, ensuring that they reflect the needs and priorities of our residents. The strategies are organized into nine categories, addressing key areas such as community education, partnerships with private businesses, and the alignment of goals across city departments. While some strategies are designed for immediate implementation, others are long-term initiatives that may take up to a decade to achieve full success. Although this plan is structured as a five-year roadmap, it acknowledges the ongoing and evolving nature of EV adoption in Pueblo.

Incentive Programs

Propose a range of financial incentives, including tax credits, rebates, grants, and subsidies, that encourage individuals, businesses, and institutions to purchase EVs. Outline eligibility criteria, application processes, and potential funding sources.

- Promote existing national, state, and local programs for purchasing EVs and EVSE
- Develop a local subsidy program targeting low-income residents and underserved communities.

Charging Infrastructure Support

Recommend policies to incentivize the installation of charging infrastructure, such as simplified permitting processes, expedited approvals, and reduced fees for installing EV charging stations.

- Research emerging charging technologies and partner with technology providers for innovative projects.
- Encourage building departments to streamline permitting processes for installing new charging stations both residentially and commercially.

Preferred Parking and Access

Suggest strategies to offer preferential parking or access benefits for EV owners in public areas, workplaces, and commercial zones, encouraging greater EV adoption.

- Enforce laws preventing non-EVs from parking in charging spaces and enforce regulations on ADA accessible EV spots.
- Install chargers in safe areas with existing security and amenities and provide adequate signage.

City Owned Fleet Conversion

Outline a program to transition local government and institutional fleets to electric vehicles, including guidelines for fleet electrification, cost-benefit analyses, and considerations for installation of charging infrastructure.

- Develop a city-wide policy for replacing fleet vehicles with EVs, including all city-owned vehicles and conduct a telemetric survey to identify vehicles best suited for conversion.
- Partner with a local repair shop for EV maintenance of city fleet.



Public- Private Partnerships

Recommend mechanisms for collaboration between public entities, private businesses, and utilities to accelerate EV infrastructure expansion, sharing resources and expertise.

- ▶ Collaborate with local businesses to expand EV charging infrastructure in high-demand areas and ensure effective installation and monitoring of EVSE across the city. Investigate and implement a fee structure for public charging that encourages both consumer and business participation.
- ▶ Work with utility providers to develop customer focused demand management strategies, including TOU rate structures and Vehicle-to-Grid options, and integrate emerging technologies that support grid flexibility.
- ▶ Partner with local vehicle service centers to offer training on EV-specific maintenance and repair, and coordinate with dealerships and financial institutions to provide workshops on EV technology and offer discounts and low-interest financing options for buyers.
- ▶ Coordinate with Pueblo Community College EV program to establish innovation labs where public and private sector partners can collaborate on pilot projects, research new technologies, and test solutions for accelerating EV adoption.

Zoning and Land Use Planning

Propose zoning regulations that mandate or incentivize the incorporation of EV charging infrastructure in new developments, parking structures, and residential areas.

- ▶ Align local building codes with current IBC to mandate EVSE or EVSE-ready spots for multi-family housing and commercial buildings.
- ▶ Design and implement safe and dependable bike paths along major thoroughfares to promote multimodal transportation options.

Multi-Sector Collaboration

Suggest strategies for fostering collaboration among local government, utilities, businesses, and community organizations to drive collective efforts in EV promotion.

- Establish a regional task force with representatives from city departments, utilities, businesses, and community organizations to align EV policies and initiatives across municipalities and monitor and report progress of action items and readjust them based on success rates.
- Establish a certification program to recognize businesses that have taken significant steps to support EV use, such as installing charging stations or using EVs in their fleet and identify them as a model for others to follow in the media.

EV Education and Outreach

Design educational campaigns, workshops, and informational materials targeting diverse audiences to increase awareness of EV benefits address misconceptions, and facilitate informed decision-making.

- Develop marketing campaigns and create an informational website for general EV education, funding opportunities, car-share programs, and grid resilience programs.
- Coordinate with private businesses and community-based organizations for workshops and seminars on EV technology to implement creative outreach programs including hands-on experiences with EV technology.
- Collaborate with a community consultant to address the specific needs of different audiences, including Spanish-speaking communities.

Public Transportation Electrification

Provide guidance on transitioning public transportation systems to electric vehicles, outlining steps, funding options, and potential partnerships.

- Replace public transportation including transit buses, Citi-Lift, and county school buses with electric vehicles and establish a dedicated charging plaza to support their operation.

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CITY OF PUEBLO ELECTRIC VEHICLE EDUCATION & OUTREACH CONSIDERATIONS

October 2024

This document presents considerations and ideas for the City of Pueblo as it develops education and outreach materials and programs to further it EV Roadmap.

Strategy 9: Develop marketing campaigns and create an informational website.

Marketing campaigns could use real-life stories as an anchor to build awareness and educate – e.g., stories of real-life community members, businesses, etc. who have adopted EVs; this can simultaneously recognize and celebrate these community leaders. Campaigns should meet the needs of different priority audiences (see Strategy 11, below).

Marketing Resources & Sample Materials

- San Joaquin Valley [Guide to Electric Vehicles](#)
- US EPA [Electric Vehicle Myths](#)
- Drive Clean Colorado’s [Drive Electric Colorado resources](#) address EV basics, incentives, and link to ride and drive events

Website Examples

- [Boulder County](#): This website is simple, offering all EV resources and information in a single page that is easily scrollable and has dropdowns to display more information as desired. It opens with stories from real Boulderites about why they chose EVs.
- [Chicago](#): Similar to Boulder, all information and resources is housed on a single, scrollable page. It opens with the basics of what EVs are and how they work.
- [Frederick County Energy & Environment](#): Though more complex to navigate than the prior examples, this website is strong in its use of infographics. Educational resources are clearly delineated into myths, FAQs, and a glossary of EV terms and incentives are clearly presented separately for individuals and for businesses.

Strategy 10: Coordinate with private businesses and community-based organizations for workshops, seminars, and other outreach programs.

The following table outlines some key organizations that can support Pueblo in its outreach programs.

Partner Organization	Collaboration Opportunities
Drive Clean Colorado	• Host community events

	• Support businesses: Through Watts@Work – free technical, support securing grants, host employee workshops, promote accomplishments • Southern CO Advisory Group could inform/contribute to outreach
Pueblo Area Council of Governments	• Help fund awareness/education campaigns • Promote campaigns
Pueblo Community College & Colorado State University - Pueblo	• Support outreach
Internal City of Pueblo Departments	• Planning & Community Development • Pueblo Transit
Renewable Energy Owners Coalition of America	• Promote programs in newsletter
Local businesses	• Expand and monitor EV charging infrastructure • City publicly recognize leaders
Local vehicle service centers	• Provide maintenance/repair trainings • Advertise their EV services

Strategy 11: Address unique needs of priority audiences, such as Spanish-speaking and low-income communities.

As the City designs marketing and education campaigns, best practices include:

- Hire a consultant who can serve as a cultural broker and guide specific outreach strategies for diverse audiences, particularly Spanish-speaking community members.
- Provide all outreach materials (including website) and activities in both English and Spanish – activities ideally separate activities for speakers of the two languages. Consider engaging paid Promotoras in Spanish-speaking communities (see description of [Promotoras](#) model here).
- Ensure the website clearly communicates accessibility to underserved, low-income audiences, e.g., by opening with an accessibility statement and clear, top-aligned links to subsidies/incentives and other financial resources.
- These communities may particularly benefit from events that provide the opportunity to drive and ride in EVs.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 23, 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 BETH GLADNEY TO SERVE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2027, ON THE HISTORIC ARKANSAS RIVERWALK OF PUEBLO (HARP) AUTHORITY BOARD OF DIRECTORS - CITY APPOINTMENT

SUMMARY:

This Resolution confirms the appointment by the Mayor of Beth Gladney to serve a three-year term expiring December 31, 2027, on the Historic Arkansas Riverwalk of Pueblo (HARP) Authority Board of Directors - City Appointment.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to the regular term expiration of Incumbent Rita Fox, there is one appointment available to serve a three-year term expiring December 31, 2027, on the Historic Arkansas Riverwalk of Pueblo (HARP) Authority Board of Directors – City Appointment.

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. 15863

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF BETH GLADNEY TO SERVE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2027, ON THE HISTORIC ARKANSAS RIVERWALK OF PUEBLO (HARP) AUTHORITY BOARD OF DIRECTORS - CITY APPOINTMENT

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Beth Gladney to the Historic Arkansas Riverwalk of Pueblo (HARP) Authority Board of Directors - City Appointment; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Beth Gladney to the Historic Arkansas Riverwalk of Pueblo (HARP) Authority Board of Directors - City Appointment to serve a three-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 23, 2024

BY: Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vince Petkosek
DEPUTY CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF STEVEN 'CHRIS' NOELLER TO THE POSITION OF DEPUTY MAYOR

SUMMARY:

The Mayor has appointed Steven 'Chris' Noeller to the position of Deputy Mayor and requests confirmation of said appointment by the City Council. This appointment is based on Mr. Noeller's education, training, experience and fitness for the position.

PREVIOUS COUNCIL ACTION:

City Council confirmed the appointment of Police Chief Troy Davenport to the position of Deputy Mayor on March 11, 2019, City Council confirmed the appointment of Fire Chief Barbara Huber to the position on April 26, 2021 and December 27, 2022. Most recently, City Council confirmed the appointment of Police Chief Steven 'Chris' Noeller to the position of Deputy Mayor on February 12, 2024.

BACKGROUND:

Mayor Heather Graham has appointed Steven 'Chris' Noeller, who currently serves as the City's Police Chief, to serve as Deputy Mayor for 2025. Mr. Noeller has served as Police Chief since August 2021. He has worked for the Pueblo Police Department for almost 27 years, starting out as a Patrol Officer in 1996. He holds a Master of Arts Degree - Criminal Justice from Boston University (2017). He served in the United States Navy Reserves from 1989-2001. Mr. Noeller has extensive leadership skills and personal investment in the Pueblo community, qualifying him to serve as Deputy Mayor.

FINANCIAL IMPLICATIONS:

Mr. Noeller will continue to serve as Police Chief and will not receive additional compensation as Deputy Mayor.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Failure to confirm the appointment of the Deputy Mayor will result in that position remaining vacant.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15864

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF STEVEN 'CHRIS' NOELLER TO THE POSITION OF
DEPUTY MAYOR

WHEREAS, Section 4-5 of the City Charter requires that the Mayor appoint a Deputy Mayor on an annual basis; and

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Police Chief Steven 'Chris' Noeller to the position of Deputy Mayor; and

WHEREAS, Mr. Noeller meets and surpasses the qualifications for appointment as the Deputy Mayor, based upon his education, training and experience; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Steven 'Chris' Noeller as Deputy Mayor shall be and hereby is confirmed by the City Council.

SECTION 2.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Resolution and the attached agreements which are necessary or appropriate to implement the appointment described herein.

SECTION 3.

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

INTRODUCED: December 23, 2024

BY: Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Kliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vince Petkosik
DEPUTY CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF BRANDON MARTINEZ TO THE PUEBLO HUMAN RELATIONS COMMISSION IN THE YOUTH MEMBER POSITION

SUMMARY:

This resolution ratifies the joint City-County appointment of a member to serve on the Pueblo Human Relations Commission.

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Pueblo Human Relations Commission 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 youth member on the Pueblo Human Relations Commission. During the PACOG meeting on December 12, 2024, the BOCC and City Council members reviewed the applications and appointed Brandon Martinez to the Pueblo Human Relations Commission in the youth member position.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15865

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT
OF BRANDON MARTINEZ TO THE PUEBLO HUMAN
RELATIONS COMMISSION IN THE YOUTH MEMBER
POSITION

WHEREAS, PACOG duly convened and appointed Brandon Martinez to the youth member position to serve a one-year term on the Pueblo Human Relations Commission expiring on December 31, 2025, 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 appointment of Brandon Martinez to the Pueblo Human Relations Commission to serve a one-year term expiring December 31, 2025, as a youth member, 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 23, 2024

BY: Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vince Petkosek
DEPUTY CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF MARLENE BROOKS TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC)

SUMMARY:

This resolution ratifies the joint City-County appointment of a member to serve on the Community Services Advisory Commission (CSAC).

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Community Services Advisory Commission (CSAC) 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 on the Pueblo Community Services Advisory Commission (CSAC). During the PACOG meeting on December 12, 2024, the BOCC and City Council members reviewed the applications and appointed Marlene Brooks to the Community Services Advisory Commission (CSAC).

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15866

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT
OF MARLENE BROOKS TO THE COMMUNITY SERVICES
ADVISORY COMMISSION (CSAC)

WHEREAS, PACOG duly convened and appointed Marlene Brooks to complete a four-year term expiring on April 30, 2028 on the Community Services Advisory Commission (CSAC), 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 appointment of Marlene Brooks to the Community Services Advisory Commission (CSAC) to complete a four-year term expiring April 30, 2028, 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 23, 2024

BY: Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vince Petkosek
DEPUTY CITY CLERK



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: December 23, 2024

TO: President Mark Cliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) FOR THE "ENERGY & MINERAL ASSISTANCE PROGRAM" GRANT, IN THE AMOUNT OF \$1,000,000.00 FROM NOVEMBER 26, 2024 THROUGH JUNE 30, 2026, ESTABLISHING PROJECT NUMBER PS2410, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2410 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

The Colorado Department of Local Affairs (DOLA) has informed the Pueblo Police Department that funds are available from the "Energy & Mineral Assistance Program" grant for the purchase and installation of a Real Time Crime Center (RTCC) system throughout the City of Pueblo. The term of this grant covers the period from November 26, 2024, through June 30, 2026.

PREVIOUS COUNCIL ACTION:

Previous grants of this nature have routinely been approved each year.

BACKGROUND:

The Real-Time Crime Center (RTCC) was formally launched in July 2024. The RTCC leverages technology for the purpose of helping the Pueblo Police Department be more efficient in reducing crime and improving the quality of life in the City of Pueblo.

The Police Department applied for, and was awarded, a \$1,000,000.00 grant from the Colorado Department of Local Affairs to help fund its Real Time Crime Center. The grantor requires a \$1,000,000.00 match from the City of Pueblo, which was approved by City Council through an Ordinance on November 25, 2024. The funding provided by the grant will support the continued operation of the RTCC, and if appropriate, help the

RTCC acquire new technology and/or expand the use of current technology.

FINANCIAL IMPLICATIONS:

This grant will require staff time for project management and reporting. This grant also pays 100% of eligible expenses and required a \$1,000,000.00 match from the City of Pueblo, transferred from 101-20-2050-20-51040, Wages / General Service to PS2410 by Ordinance on November 25, 2024.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

There is no stakeholder process required for this grant.

ALTERNATIVES:

Decline the DOLA Grant offer.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Option Letter
2. Scope of Project
3. State of Colorado Intergovernmental Grant Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) FOR THE "ENERGY & MINERAL ASSISTANCE PROGRAM" GRANT, IN THE AMOUNT OF \$1,000,000.00 FROM NOVEMBER 26, 2024 THROUGH JUNE 30, 2026, ESTABLISHING PROJECT NUMBER PS2410, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2410 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept funding from the State of Colorado for public and municipal purposes; and

WHEREAS, the Colorado Department of Local Affairs has tendered an Intergovernmental Grant Agreement (the "Grant Award") for the purchase and installation of a Real Time Crime Center (RTCC) system throughout the City of Pueblo in the amount of \$1,000,000.00 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 of Pueblo; NOW, THEREFORE,

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

SECTION 1.

The Grant Award between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado Department of Local Affairs, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor is hereby authorized to execute the Grant Award in the name of and on behalf of the City of Pueblo, and the City Clerk shall affix the Seal of the City and attest the same.

SECTION 3.

Project Number PS2410 is hereby established in the Public Safety Grants Fund. All current and future funds accepted under this Ordinance shall be budgeted and appropriated into Project Number PS2410 by the Finance Department. Said funds shall only be expended and used for this project.

SECTION 4.

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

SECTION 5.

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

EIAF 9907 – Pueblo Real Time Crime Center

OPTION LETTER #Insert # Here**SIGNATURE AND COVER PAGE**

State Agency Department of Local Affairs (DOLA)	DLG Portal Number Insert DLG Portal number for this Project	Option Letter CMS Number Insert CMS number for this Amendment
Grantee Insert Grantee's Full Legal Name	Previous CMS #(s) Insert CMS number for orig Agreement, and any prior chg docs	
Project Number and Name Insert DOLA's project number and name	Grant Amount Initial Award: \$Insert orig award amt Option Letter ## and date effective/spendable: \$0.00 Option Letter ## and date effective/spendable: \$0.00 Total Grant Amount: \$Insert total award to date	
DOLA Regional Manager Choose an item.		
DOLA Regional Assistant Choose an item.		
Funding Account Codes Enter CTGG1 number	Program Name Energy & Mineral Impact Assistance Program (Acctg Dropdwn EIAF)	
Prior Grant Agreement Expiration Date Month Day, Year	Current Grant Agreement Expiration Date Month Day, Year	

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

Each person signing this Option Letter represents and warrants that he or she is duly authorized to execute this Option Letter and to bind the Party authorizing his or her signature.

STATE OF COLORADO Jared S. Polis GOVERNOR Colorado Department of Local Affairs By: _____ Maria De Cambra, Executive Director Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Beulah Messick, DOLA Controller Delegate Effective Date: _____

EIAF 9907 – Pueblo Real Time Crime Center

1) OPTIONS: Choose all applicable options listed in §1 and in §2

- ☐ a. Option to extend (*use this option for Extension of Time*)
- ☐ b. Change in the Grant Award Amount within the current term (*use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards*)
- ☐ c. Budget Line Adjustment(s) – reallocation of awarded Grant Funds to Budget Line(s) (*use this Option to redistribute existing Grant Funds between budget lines*)

2) REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:

a. For use with Option 1(a): In accordance with **Section 2(A)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**. Tables in **Sections 4.3 and 4.5.2 of Exhibit B** are deleted and replaced with the following:

<u>Milestone/Performance Measure</u>	<u>By:</u>
Put Project out to bid.	Within ___ days of the Effective Date of this Intergovernmental Grant Agreement.
Award and finalize subcontract(s) and/or sub-grant(s).	[give target date]
Provide DOLA with Project Timeline	Within ___ days of the Effective Date of the subcontract(s).
Contractor mobilization/begin Work.	Within ___ days of the Effective Date of the subcontract(s).
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	[give date certain]

<u>Quarter</u>	<u>Year</u>	<u>Due Date</u>	<u>Pay Request</u>	<u>Status Report</u>
1st (Jan-Mar)	2024	April 30, 2024	Yes	Yes
2nd (Apr-Jun)	2024	JULY 15, 2024*	Yes	Yes
3rd (Jul-Sep)	2024	October 30, 2024	Yes	Yes
4th (Oct-Dec)	2024	January 30, 2025	Yes	Yes
1st (Jan-Mar)	2025	April 30, 2025	Yes	Yes
2nd (Apr-Jun)	2025	JULY 15, 2025*	Yes	Yes
3rd (Jul-Sep)	2025	October 30, 2025	Yes	Yes
4th (Oct-Dec)	2025	January 30, 2026	Yes	Yes
1st (Jan-Mar)	2026	April 30, 2026	Yes	Yes
2nd (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes
3rd (Jul-Sep)	2026	October 30, 2026	Yes	Yes
4th (Oct-Dec)	2026	January 30, 2027	Yes	Yes

*State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.

b. For use with Option 1(b): In accordance with **Section 7(A)(i)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to increase/decrease Grant Funds awarded for this Project in an amount equal to **amt of increase or (decrease)**, from **beginning dollar amt** to **ending dollar amt**. The Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement is hereby changed to **ending dollar amt**. The Budget table in **Section 6.2** and the Payment Schedule in **Section 7.1**, both of **Exhibit B**, are deleted and replaced with the following:

<u>Budget Line(s)</u>				
------------------------------	--	--	--	--

EIAF 9907 – Pueblo Real Time Crime Center

Line #	Cost Category	Total Project Cost	Grant Funds	Other Funds	Other Funds Source
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

Payment	Amount	
Interim Payment(s)		Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment		Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total		

c. **For use with Option 1(c):** In accordance with **Section 7(D)(i)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in **Section 6.2** of **Exhibit B** is deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

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EIAF 9907 – Pueblo Real Time Crime Center

EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of the purchase and installation of a Real Time Crime Center (RTCC) system throughout the City of Pueblo.

2.2. Work Description. The City of Pueblo (Grantee) will purchase a Real Time Crime Center (RTCC) system and hire a previously selected, qualified contractor to train Grantee employees and install the system throughout the City of Pueblo. Work includes training, purchase and installation of permanent cameras capable of infrared and Visible Light mounted on poles and buildings, gunshot detectors, permanent trailer units, computer consoles and specialized software with training. Grantee will own and maintain the RTCC and all improvements.

2.2.1. During a period of ten (10) years following the date of closeout of the Project by the State, the Grantee may **not change the ownership of the equipment**. If the Grantee decides to change the ownership of the equipment to an entity which the State determines does not qualify in meeting the original intent of the Project, the Grantee must reimburse to the State an amount equal to the current fair market value of the equipment, less any portion of the value attributable to expenditures of non Energy Impact grant funds for acquisition of and improvements to, the equipment. At the end of the ten (10) year period following the date of completion and thereafter, no State restrictions on ownership of the equipment shall be in effect.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: equipment and materials costs related to a Real Time Crime Center, freight costs, hardware, software and training costs, installation costs, and attorney's fees.

3. DEFINITIONS

3.1. Project Budget Lines.

3.1.1. "Equipment, Vehicles or Materials Acquisition" means vehicles, equipment and materials costs, freight costs, RFP/Bid advertisement costs, hardware, software and training costs, installation costs, and attorney's fees.

3.2. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is completed purchase and installation of a Real Time Crime Center (RTCC) system that will assist the City with reducing crime rates, improve law enforcement response times and elevate safety within the City of Pueblo, Colorado.

4.2. Service Area. The performance of the Work described within this Grant shall be located in City of Pueblo, Colorado.

4.3. Performance Measures. Grantee shall comply with the following performance measures:

EIAF 9907 – Pueblo Real Time Crime Center

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Provide DOLA with Project Timeline.	Within 90 days after the Effective Date of this Intergovernmental Grant Agreement.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	September 28, 2026

4.4. Budget Line Adjustments.

4.4.1. Grant Funds. Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

4.4.2. Other Funds. Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in §6.2, or move Other Funds between and among budget lines, so long as the total amount of such “Other Funds” is not less than the amount set forth in §6.2 below. Grantee may increase the Total Project Cost with “Other Funds” and such change does not require an amendment or option letter. DOLA will verify the Grantee’s contribution of “Other Funds” and compliance with this section at Project Closeout.

4.5. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
4th (Oct-Dec)	2024	January 30, 2025	Yes	Yes
1st (Jan-Mar)	2025	April 30, 2025	Yes	Yes
2nd (Apr-Jun)	2025	JULY 15, 2025*	Yes	Yes
3rd (Jul-Sep)	2025	October 30, 2025	Yes	Yes
4th (Oct-Dec)	2025	January 30, 2026	Yes	Yes
1st (Jan-Mar)	2026	April 30, 2026	Yes	Yes
2nd (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes

***State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.**

4.6. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and

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the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Steven Noeller, Police Chief, (snoeller@pueblo.us)**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this §5. Such administrator shall be updated through the process in §5.3. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.2. Other Key Personnel. **Luann Martinez, Grant Manager, (lmartinez@pueblo.us)**. Such key personnel shall be updated through the process in §5.3.

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this **Exhibit B** cease to serve. All notices sent under this subsection shall be sent in accordance with §15 of the Grant.

5.4. DLG Regional Manager: **Tara Marshall, (719) 250-6944, (tara.marshall@state.co.us)**

5.5. DLG Regional Assistant: **Desiree Sandoval, (719) 924-2087, (desiree.sandoval@state.co.us)**

6. FUNDING

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of §6.2, Budget, below.

6.1. Matching/Other Funds. Grantee shall provide **at least 55%** of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of §6.2 below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or **Exhibit B**.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Equipment, Vehicles or Materials Acquisition	\$2,226,972	\$1,000,000	\$1,226,972	Grantee
	Total	\$2,226,972	\$1,000,000	\$1,226,972	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$950,000	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$50,000	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$1,000,000	

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7.2. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.5 of this **Exhibit B**.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. Substitution. The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

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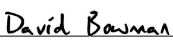
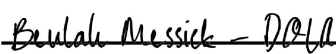
9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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State of Colorado Intergovernmental Grant Agreement
SUMMARY OF TERMS AND CONDITIONS

State Agency Department of Local Affairs (DOLA)	DLG Portal Number EIAF-09907	CMS Number 195262
Grantee City of Pueblo	Grant Award Amount \$1,000,000.00	Retainage Amount \$50,000.00
Project Number and Name EIAF 9907 – Pueblo Real Time Crime Center	Performance Start Date The later of the Effective Date or October 31, 2024	Grant Expiration Date June 30, 2026
Project Description The Project consists of the purchase and installation of a Real Time Crime Center (RTCC) system throughout the City of Pueblo.	Program Name Energy & Mineral Impact Assistance Program (EIAF)	
	Funding Source STATE FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number N/A	
DOLA Regional Manager <u>Tara Marshall, (719) 250-6944,</u> <u>(tara.marshall@state.co.us)</u>	Funding Account Codes CTGG1 NLAA 202500003173	
DOLA Regional Assistant <u>Desiree Sandoval, (719) 924-2087,</u> <u>(desiree.sandoval@state.co.us)</u>	VCUST# 14170	Address Code AD001 EFT

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER DocuSigned by:  45D2B7CF50DE4BD... By: Angie Cue, EIAF Program Manager Date: 11/21/2024 8:55 AM PST	STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Maria De Cambra, Executive Director DocuSigned by:  517DE74958A8428... By: Maria De Cambra, Executive Director Date: 11/22/2024 1:12 PM MST
In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate (the “Effective Date”).	
STATE CONTROLLER <u>Robert Jaros, CPA, MBA, JD</u> DocuSigned by:  090ACD88A721474... By: Beulah Messick, Controller Delegate Department of Local Affairs Effective Date: 11/26/2024 7:12 PM MST	

TERMS AND CONDITIONS

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “State”) hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “Grantee”) an award of Grant Funds in the amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. *Reserved.*

3. AUTHORITY

Authority to enter into this Intergovernmental Grant Agreement exists in the law as follows:

A. *Reserved.*

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B. State Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. This Intergovernmental Grant Agreement is funded, in whole or in part, with State funds.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “Budget”** means the budget for the Work described in **Exhibit B**.
- B. “Business Day”** means any day on which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. *Reserved.***
- D. “CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- E. “Grant” or “Intergovernmental Grant Agreement”** means this agreement which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- F. “Grant Funds” or “Grant Award Amount”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.
- G. “Grant Expiration Date”** means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.
- H. “Performance Start Date”** means the later of the Performance Start Date or the Effective Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.
- I. “Exhibits”** means the following exhibits attached to this Intergovernmental Grant Agreement:
 - i. Exhibit B, Scope of Project**
 - ii. Exhibit G, Form of Option Letter**
- J. “Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an amendment, or an Option Letter.
- K. *Reserved.***
- L. *Reserved.***
- M. “Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

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- N. **“Incident”** means any accidental or deliberate event that results in, or constitutes an imminent threat of, the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- O. **“Initial Term”** means the time period between the Performance Start Date and the initial Grant Expiration Date.
- P. **“Matching Funds”** or **“Other Funds”** means funds provided by the 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. *Reserved.*
- S. *Reserved.*
- T. *Reserved.*
- U. *Reserved.*
- V. **“Services”** means the services performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services rendered by Grantee in connection with the Goods.
- W. **“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 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.
- X. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- Y. **“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.
- Z. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- AA. *Reserved.*
- BB. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- CC. *Reserved.*
- DD. *Reserved.*
- EE. *Reserved.*
- FF. **“Work”** means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

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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, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

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

5. PURPOSE

The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels. The purpose of this Grant is described in **Exhibit B**.

6. SCOPE OF PROJECT

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

7. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

- i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.
- ii. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.
- iii. 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.

B. *Reserved.*

C. Matching Funds.

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees,

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taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Budget in **Exhibit B**. The State shall only reimburse allowable costs 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).

- i. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Project Budget by providing Grantee with an executed Option Letter or formal amendment.

E. Close-Out and De-obligation of Grant Funds

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant 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. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to de-obligation by the State.

F. Erroneous Payments

The State may 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. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant 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.

8. REPORTING – NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out period described in **§7.E**.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

9. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe

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all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant 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.

C. Audits

Grantee shall comply with all State and federal audit requirements.

10. CONFIDENTIAL INFORMATION-STATE RECORDS**A. Confidentiality**

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

B. Other Entity Access and Nondisclosure Agreements

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

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Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

E. Safeguarding Personally Identifiable Information (PII)

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

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain

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from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

12. INSURANCE

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

13. REMEDIES

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

14. DISPUTE RESOLUTION

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

15. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §15.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

17. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or

condition of this Intergovernmental Grant 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.

18. GENERAL PROVISIONS

A. Assignment

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

B. Captions and References

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

C. Entire Understanding

This Intergovernmental Grant 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 Intergovernmental Grant Agreement.

D. Modification

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

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

Any reference in this Intergovernmental Grant 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 Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

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

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G. Order of Precedence

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

- i. Colorado Special Provisions in §19 of the main body of this Grant;
- ii. Any executed Option Letter and Amendment;
- iii. The provisions of this Intergovernmental Grant Agreement; and
- iv. The provisions of any exhibits to this Intergovernmental Grant Agreement.

H. Severability

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

I. Survival of Certain Intergovernmental Grant Agreement Terms

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

J. Third Party Beneficiaries

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

K. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant 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.

L. Accessibility

- i. Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended.
- ii. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

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

M. Reserved.

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

A. STATUTORY APPROVAL. §24-30-202(1) C.R.S.

This Intergovernmental Grant Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Intergovernmental Grant Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Intergovernmental Grant 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 fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Intergovernmental Grant 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 Grantee 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 Intergovernmental Grant Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

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.

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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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant Agreement, including, without limitation, immediate termination of this Intergovernmental Grant 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 Intergovernmental Grant 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.

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AWARD LETTER AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE FOR THE "BYRNE STATE CRISIS INTERVENTION PROGRAM" GRANT, IN THE AMOUNT OF \$301, 648, FROM NOVEMBER 1, 2024 THROUGH DECEMBER 31, 2025, ESTABLISHING PROJECT NUMBER PS2411, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT NUMBER PS2411, AND AUTHORIZING MAYOR TO EXECUTE SAME

SUMMARY:

The Colorado Department of Public Safety, Division of Criminal Justice has informed the Pueblo Police Department that funds are available through the Byrne State Crisis Intervention Program (Byrne SCIP) for the creation and/or implementation of crisis intervention court proceedings, extreme risk protection order (ERPO) programs/initiatives, and related gun violence reduction programs/initiatives. The term of this grant covers the period from November 1, 2024 through December 31, 2025.

PREVIOUS COUNCIL ACTION:

Previous grants of this nature have routinely been approved each year.

BACKGROUND:

This Ordinance, if approved will allow the City of Pueblo to sustain the Crisis Intervention Team (CIT), a co-responder team for people in crisis situations. CIT is a partnership between the City of Pueblo Police Department and Health Solutions, merging the professional expertise of the police and behavioral health fields to improve the experiences and outcomes of persons in crisis. This total reflects salaries and benefits for 3 full-time clinicians. A Byrne SCIP award will be a transformative investment to deflect, redirect, or otherwise prevent people with behavioral health needs from the criminal justice system and into appropriate treatment. Equally

important, it will significantly increase the resources of Pueblo Police Officers to respond to criminal activity.

FINANCIAL IMPLICATIONS:

This grant will require staff time for project management and reporting. This grant also pays 100% of eligible expenses and requires no grant match. Costs associated with this grant will be paid for through the Public Safety Grant fund.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

There is no stakeholder process required for this grant.

ALTERNATIVES:

Decline the grant offer.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Grant Award Letter
2. Grant Funding Change Letter
3. Sample Option Letter
4. State of Colorado Small Dollar Grant Award Terms & Conditions

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AWARD LETTER AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE FOR THE "BYRNE STATE CRISIS INTERVENTION PROGRAM" GRANT, IN THE AMOUNT OF \$301, 648, FROM NOVEMBER 1, 2024 THROUGH DECEMBER 31, 2025, ESTABLISHING PROJECT NUMBER PS2411, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT NUMBER PS2411, AND AUTHORIZING MAYOR TO EXECUTE SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept funding from the State of Colorado for public and municipal purposes; and

WHEREAS, the Colorado Department of Public Safety has tendered an Award Letter, Option Letter, and the State of Colorado Small Dollar Grant Award Terms & Conditions (the "Grant Award") for the 2024-2025 "Byrne State Crisis Intervention Program" grant funding in an initial amount of \$301,648.00 upon conditions recited therein or incorporated therein by reference;

WHEREAS, the State has made additional awards of funds in the past under previous grant awards and the Pueblo Police Department anticipates the award of additional funds in the future pursuant to this agreement if the same are made available by the State; and

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

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

SECTION 1.

The Grant Award between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado Department of Public Safety for the 2024-2025 "Byrne State Crisis Intervention Program" grant, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor is hereby authorized to execute the Signature Page in the name of and on behalf of the City of Pueblo, and the City Clerk shall affix the Seal of the City and attest the same.

SECTION 3.

The Pueblo Police Department is empowered to apply for and accept additional grant awards pursuant to this grant award as those funds are made available by the State.

SECTION 4.

Project number PS2411 is hereby established in the Public Safety Grants Fund. All current and future funds accepted under this ordinance shall be budgeted and appropriated into

project number PS2411 by the Finance Department. Said funds shall only be expended and used for this project.

SECTION 5.

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

SECTION 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

GRANT AWARD LETTER
(Intergovernmental Grant Agreement)
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

COVER PAGE

State Agency Department of Public Safety, Division of Criminal Justice		DCJ Grant Number 2023-SC-24-10-07	
Grantee City of Pueblo		Federal Unique Entity Identifier (UEI) NJK3BNUDRHJ7	
		Is this Award for Research and Development (R&D)? No	
Grant Issuance Date (Start Date) November 1, 2024		Grant Expiration Date (End Date) December 31, 2025	
Grant Amount Federal Award # 15PBJA-23-GG-00005-BSCI \$301,648		Local Match Amount Federal Award # 15PBJA-23-GG-00005-BSCI \$0.00	
Total Grant Funds Awarded: \$301,648		Total Match Required: \$0	
		Total Grantee Match Required: 0%	
Agreement Authority (State Authority) The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507.		Grant Description The City of Pueblo seeks funds to sustain the Crisis Intervention Team (CIT), a co-responder team for people in crisis situations. CIT is a partnership between the City of Pueblo Police Department and Health Solutions, merging the professional expertise of the police and behavioral health fields to improve the experiences and outcomes of persons in crisis. This total reflects salary and benefits for 3.0FTE clinicians – all other costs will be absorbed by the applicant and co-applicant. A Byrne SCIP award will be a transformative investment to deflect, redirect, or otherwise prevent people with behavioral health needs from the criminal justice system and into appropriate treatment. Equally important, it will significantly increase resources of Pueblo Police to respond to criminal activity.	
Grant Purpose The purpose of the Byrne State Crisis Intervention Program (Byrne SCIP) is to provide funding for the creation and/or implementation of crisis intervention court proceedings, extreme risk protection order (ERPO) programs/initiatives, and related gun violence reduction programs/initiatives. The Justice Assistance Grant/State Crisis Intervention Program Board selected grantee for award after a public announcement of available funds and competitive solicitation process. The Bureau of Justice Assistance subsequently authorized this subaward.			
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: 1. Exhibit A1, Sample Option Letter. 2. Exhibit A2, Sample Grant Funding Change Letter 3. Exhibit B, Grant Requirements. 4. Exhibit C, Special Conditions. 5. Exhibit D, Statement of Work. 6. Exhibit E, Budget. 7. Exhibit F, Federal Requirements.			
In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Exhibit F, Federal Requirements. 2. Exhibit C, Special Conditions. 3. The provisions of the other sections of the main body of this Agreement.			

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

4.	Colorado Special Provisions in §17 of the main body of this Grant
5.	Exhibit B, Grant Requirements.
6.	Exhibit D, Statement of Work.
7.	Exhibit E, Budget.

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Award Office	U.S. Department of Justice (US DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA)
Grant Program	2023 BJA FY 2022-2023 Byrne State Crisis Intervention Program Formula
CFDA	16.738
Federal Award Number(s)	15PBJA-23-GG-00005-BSCI
Federal Award Date	02/13/2023
Federal Statutory Authority	Bipartisan Safer Communities Supplemental Appropriations Act, 2022 (Pub. L. No. 117-159, 136 Stat. 1313, 1339); 28 U.S.C. 530C
Total Amount of Federal Award (this is not the amount of this grant agreement)	\$4,564,438

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

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: Heather Graham, Mayor Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Public Safety Stan Hilkey, Executive Director By: Division of Criminal Justice Matthew M. Lunn, PhD, Director 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: _____ Lyndsay J. Clelland, Grant Coordinator, Division of Criminal Justice Effective Date: _____	

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EXHIBIT E, BUDGET 1

EXHIBIT F, FEDERAL REQUIREMENTS 1

1. GRANT

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

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter in accordance with **§16.D**

Grantee: City of Pueblo
 Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the total reimbursement payable under this Grant Award Letter that corresponds to the Work satisfactorily completed, as determined by the State, less payments previously made. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. Grantee's Termination Under Federal 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. **"Budget"** means the budget for the Work described in **Exhibit E, Budget**.
- B. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.
- D. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- E. **"Grant Award Letter"** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- F. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- G. **"Grant Expiration Date"** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- H. **"Grant Issuance Date"** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- I. **"Exhibits"** exhibits and attachments included with this Grant as shown on the first page of this Grant

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

- J. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- K. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- L. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. See Federal Award(s) Applicable to this Grant.
- M. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- N. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- O. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- P. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- Q. **“Party”** means the State or Grantee, and “Parties” means both the State and Grantee.
- R. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- S. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- T. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- U. **“Recipient”** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.

Grantee: City of Pueblo
 Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

- V. “**Services**” means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- W. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to 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.
- X. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- Y. “**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.
- Z. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- AA. “**Sub-Award**” means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- BB. “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **procurement** relationship. The subcontractor provides goods or services for the benefit of the purchaser.
- CC. “**Subgrantee**” means third-parties, if any, engaged by Grantee or Subgrantee to aid in performance of the Work. This establishes a **grant** relationship. The beneficiary, not the purchaser, receives benefit from the work. There may be multiple tiers of subgrantees/subrecipients that do not include procurement transactions.
- DD. “**Subrecipient**” means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.
- EE. “**Tax Information**” means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.
- FF. “**Uniform Guidance**” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200,

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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.

GG. “**Work**” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

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

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO GRANTEE

A. Maximum Amount

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

B. Federal Recovery

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

C. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in **Exhibit E, Budget**. Grantee’s obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant

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Award Letter. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to and receives written approval from the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out.

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

6. REPORTING - NOTIFICATION

A. Performance and Final Status

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

B. Violations Reporting

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

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

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

C. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subgrantees and Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subgrantees or Subcontractors will or may receive the following types of data, Grantee or its Subgrantees and Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated

PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

E. Safeguarding PII

If Grantee or any of its Subgrantees or Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and

shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Grantee, including, but not limited to, Grantee's employees, agents, Subgrantees and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement.

9. CONFLICTS OF INTEREST

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

10. INSURANCE

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

11. REMEDIES

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

12. DISPUTE RESOLUTION

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

13. NOTICES AND REPRESENTATIVES

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

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14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

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

16. GENERAL PROVISIONS

A. Assignment

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

B. Captions and References

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

C. Entire Understanding

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

D. Modification

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

- i. The State may, at the State's discretion, use an Option Letter or Grant Funding Change letter substantially equivalent to **Exhibit A1, Sample Option Letter** and **Exhibit A2, Sample Grant Funding Change Letter** to modify the grant agreement. If exercised, the provisions of the Option Letter or Grant Funding Change Letter shall become part of and be incorporated into the original grant.

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- ii. The State may increase or decrease the quantity of goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least **15 days** prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.
 - iii. The State may add or delete the goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** as long as the change does not change the overall scope of the approved grant. If the State exercises the option, it will provide written notice to Grantee at least **15 days** prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.
 - iv. The State may, at the State's discretion, issue an updated **Exhibit D, Statement of Work** and **Exhibit E, Budget** by Option Letter substantially equivalent to **Exhibit A1, Sample Option Letter** to reflect changes that do not substantially change the intended purpose of the grant. The provisions of the Option Letter shall become part of and be incorporated into this Grant.
- E. Statutes, Regulations, Fiscal Rules, and Other Authority.
 Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- F. Digital Signatures
 If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Grant Award Letter by reference.
- G. Severability
 The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.
- H. Survival of Certain Grant Award Letter Terms
 Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.
- I. Third Party Beneficiaries
 Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

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J. Waiver

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

K. Accessibility

- i. Grantee shall comply with and the Work Product provided under this Grant Award Letter shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

L. Federal Provisions

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

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

A. STATUTORY APPROVAL. §24-30-202(1) C.R.S.

This Grantee shall not be valid until it has been approved by the Colorado State Controller or designee. If this Grant Award Letter is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Grant Award Letter shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the 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 Grant Award Letter 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.

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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 Grant Award Letter. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

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 Grant Award Letter. 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 Grant Award Letter 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 Grant Award Letter 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 Grant Award Letter 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 Grant Award Letter 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 Grant Award Letter 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 Grant Award Letter, including, without limitation, immediate termination of this Grant Award Letter and any remedy consistent with federal copyright laws or applicable licensing restrictions.

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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 Grant Award Letter. 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.

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EXHIBIT A2, GRANT FUNDING CHANGE LETTER

State Agency Insert Department's or IHE's Full Legal Name	Grant Funding Change Letter Number Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	Original Grant Number Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Grant Funding Change Letter Contract Number Insert CMS number or Other Contract Number of this Option Contract Performance Beginning Date Month Day, Year Current Contract Expiration Date Month Day, Year

1. GRANT FUNDING CHANGE

In accordance with §Insert Section Number of the Original Grant referenced above, the State Agency listed above commits the following funds to the grant:

A. The funding available for State Fiscal Year 20xx is Increased/Decreased by \$Amount of Change, because Insert Reason For Change.

B. The total funding avail for all State Fiscal Years as of the effective date of this Grant Funding Change Letter is shown as the current contract maximum above.

2. TERMINOLOGY

All terminology used in this Grant Funding Change Letter shall be interpreted in accordance with the Original Grant referenced above.

3. NO ORDER FOR WORK

This Grant Funding Change Letter modifies the available funding only and does not constitute an order or authorization for any specific services or goods under the Grant.

4. GRANT FUNDING CHANGE LETTER EFFECTIVE DATE:

The effective date of this Grant Funding Change Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE By: Name & Title of Person Signing for Agency or IHE Date: _____
In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Grant Funding Change Letter Effective Date: _____

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EXHIBIT A1, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Agreement Number of the Original Contract
Current Agreement Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Option Agreement Number Insert CMS number or Other Agreement Number of this Option Agreement Performance Beginning Date Month Day, Year Current Agreement Expiration Date Month Day, Year

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Agreement
- C. Option to change the quantity of Services under the Agreement
- D. Option to modify Agreement rates
- E. Option to initiate next phase of the Agreement

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

- F. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE By: _____ Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval Option Effective Date: _____
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EXHIBIT B, GRANT REQUIREMENTS

The following terms as used herein shall be construed and interpreted as follows:

1. AUDIT REQUIREMENTS

A. DUE DATE:

I. PROJECT START:

The Grantee must submit the most recent audit or financial review, including the corresponding governance/management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

II. PROJECT DURATION AND END:

The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier.

B. REPORT/AUDIT TYPE:

I. If your entity expended \$750,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)

II. **[NOT APPLICABLE TO SUBGRANTEES AS DEFINED IN §3.DD. "SUBGRANTEE"]** If your entity expends less than \$750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:

1. Grantees that have revenue greater than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit.
2. Grantees that have revenue less than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

C. REPORT/AUDIT COSTS:

The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:

- I. does not meet the applicable federal audit or DCJ standards;
- II. is not submitted in a timely manner; or,
- III. does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

D. FAILURE TO COMPLY:

The grantee understands and agrees that DCJ or the federal awarding office (DOJ) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

2. ADDITIONAL REPORTING REQUIREMENTS

- A. In addition to quarterly report requirements these grant funds may have additional report requirements. The additional reports may include, but is not limited to, reporting progress and statistics directly into a federal Performance Management Tool (PMT).

3. FINANCIAL AND ADMINISTRATIVE MANAGEMENT

- A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.
- B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.
- C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at the Division of Criminal Justice Grants website. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

4. PROCUREMENT AND CONTRACTS

- A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.
- B. Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

5. AWARD CHANGE REQUESTS

- A. Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Contract for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in the body of the Contract.

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

EXHIBIT C, SPECIAL CONDITIONS

The following program specific requirements are imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

The following Special Conditions documents, if checked, are incorporated herein.

☒ 2023 Byrne State Crisis Intervention Program (Byrne SCIP) Special Conditions

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

EXHIBIT D, STATEMENT OF WORK

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

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

EXHIBIT E, BUDGET

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

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

EXHIBIT F, FEDERAL REQUIREMENTS

The following federal requirements are imposed by the Federal sponsoring agency concerning special requirements of law. These requirements apply to this Agreement and must be passed on to subgrants and subcontractors.

☒ 2023 Federal Requirements

The following federal requirements are required by the Colorado Office of the State Controller. These requirements apply to this Agreement and must be passed on to subgrants and subcontractors.

☒ 2024 State Controller Federal Provisions

2023 – Byrne State Crisis Intervention Program (SCIP) Special Conditions
15PBJA-23-GG-00005-BSCI – 02/13/2023

2023 – Byrne State Crisis Intervention Program (SCIP) Special Conditions

The following program specific requirements are imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to Grantees and must be passed on to subgrant award recipients.

1. The Byrne State Crisis Intervention Program (Byrne SCIP) provides funding for the creation and/or implementation of extreme risk protection order programs, state crisis intervention court proceedings, and related gun violence reduction programs/initiatives. All recipients of Byrne SCIP funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the activities require environmental analysis.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

2. Use of Program Income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Program Income Report (DCJ Form 1-B).

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3. Justice Information Sharing

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the grantee (and any subgrantee at any tier) must comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. The grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

4. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of DCJ and/or BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

5. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the grantee (and any subgrantee at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if DCJ and/ or OJP determines this regulation to be applicable. Should DCJ or OJP determine 28 C.F.R. Part 23 to be applicable, DCJ and/or OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the grantee may be fined as per 42 U.S.C. 3789g(c)-(d). The grantee may not satisfy such a fine with federal funds.

6. Protection of human research subjects

The grantee (and any subgrantee at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

7. Confidentiality of data

The grantee (and any subgrantee at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The grantee further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

8. The grantee agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

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9. The grantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
10. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
11. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. **15PBJA-23-GG-00005-BSCI** awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.
12. Submission of eligible records relevant to the National Instant Background Check System
Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the grantee (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the grantee (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records".

In the event of minor and transitory non-compliance, the grantee may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient

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compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

13. The grantee understands and agrees that no more than 10 percent of the total amount of this award may be used by the recipient for direct costs associated with administering the award.
14. Grantees must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, grantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
15. Body armor - compliance with NIJ standards and other requirements.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if grantee uses funds under this award to purchase body armor, the grantee is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
16. The grantee agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
17. Grantee agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the grantee has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Grantees utilizing funds for FRT must make such policies and procedures available to DCJ and/or DOJ upon request.
18. Regarding medication-assisted treatment (MAT), the grantee understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of

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their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

19. All grant-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professionals' (NADCP) publication: Defining Drug Courts: The Key Components at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if the Bureau of Justice Assistance (BJA) concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the grantee on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.
20. The grantee understands and agrees to operate any behavioral health crisis care program funded under this award in accordance with the Substance Abuse and Mental Health Services Administration National Guidelines for Behavioral Health Crisis Care: <https://www.samhsa.gov/sites/default/files/national-guidelines-for-behavioral-health-crisis-care-02242020.pdf>.
21. Extreme risk protection order programs funded under this award must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay,

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unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

EXHIBIT D – STATEMENT OF WORK

Project Summary

The City of Pueblo seeks funds to sustain the Crisis Intervention Team (CIT), a co-responder team for people in crisis situations. CIT is a partnership between the City of Pueblo Police Department and Health Solutions, merging the professional expertise of the police and behavioral health fields to improve the experiences and outcomes of persons in crisis. This total reflects salary and benefits for 3.0FTE clinicians – all other costs will be absorbed by the applicant and co-applicant. A Byrne SCIP award will be a transformative investment to deflect, redirect, or otherwise prevent people with behavioral health needs from the criminal justice system and into appropriate treatment. Equally important, it will significantly increase resources of Pueblo Police to respond to criminal activity.

Project Plan

Increasing concern about how to respond to nonemergent 911 calls involving mental health crisis is relatively new. Compounding the problem is the question of who is responsible for identifying solutions and acting. Is it an issue of suppression led by the police? Is it an issue of intervention with a focus on mental health providers, or the correctional system? Is it an issue of prevention led by community groups? These questions underscore the complexity of the problem and demonstrate that it is not an issue that lends itself to quick fixes, nor is it an issue that can be adequately addressed by a single organization.

To better serve the community and increase efficiency and save costs, Pueblo Police Department (PPD) has placed significant emphasis on creating alternatives to a traditional criminal justice approach with an additional way to respond to 911 calls that are lower-level crises in nature and do not require police nor fire. Specifically, PPD has implemented the Crisis Intervention Team (CIT) in partnership with Health Solutions to provide person-centric mobile crisis response to community members who are experiencing problems related to mental health, depression, poverty, homelessness, and/or substance use issues. The goal is to send the right people to help with nonviolent crises situations and to minimize unnecessary arrests and costs – financial and human.

The behavioral health program staff is employed by an external contracted service provider, Health Solutions. Health Solutions is a comprehensive, non-profit community medical and behavioral health treatment provider with centers in Pueblo, Huerfano and Las Animas Counties. The organization's mission is to assist those in need of healthcare services who require expert care to support recovery and to successfully achieve their healthcare goals. Health Solutions has the frontline staff to use effective crisis de-escalation techniques and connect individuals to appropriate Behavioral Health (BH) services in place of formal criminal justice intervention or unnecessary hospitalization.

A peace officer and behavioral health specialist ride together in the same vehicle and respond together to calls for service. The pair respond to behavior health calls for individuals in crisis or other behavioral health concerns that result in a request for police response, or who have other behavioral health needs as

determined by the City's Co-Responder partner, Health Solutions. This includes individuals at risk for low-level offenses, misdemeanor crimes, and individuals who have repeated contact with law enforcement. A clinician assists the officer in de-escalating encounters with troubled individuals and help link them with behavioral appropriate resources. Health Solutions has policies and procedures in place to ensure that program participants do not receive preferential access to resource if it will prevent others on waitlists or who had previously secured a resource, from being served.

Pueblo Police Department has worked collaboratively with Health Solutions to develop policies and procedures for call takers and dispatchers including what specific information they must gather from callers, procedures by which dispatchers are informed of staffing patterns (including up to date information during shifts), and clear definition of the geographic areas designated and eligible for CIT Co-Responder calls. Officer training is also provided to improve officers' responses to people with behavioral health needs and to educate officers on the CIT program. Health Solutions determines the amount of training necessary to ensure, at a minimum, that there is a group of officers sufficient to cover all shifts and geographic districts. Cross-system training is also provided to promote understanding of agencies' roles and responsibilities, law enforcement issues, cultural responsiveness, program policies and procedures, and information sharing, safety.

The CIT program responds to someone in crisis by providing them with a trauma informed outlet for receiving assistance without the stigma of justice involvement. When someone calls 911 for something like a mental health crisis, substance use issue or even something like homelessness or poverty, their call can be dispatched to a CIT team. When the CIT unit arrives, the team provides direct clinical de-escalation. Services include on-scene response (crisis de-escalation, behavioral health screening and assessment, call disposition planning, coordination of immediate service needs) and post-crisis response (referral and connection to community-based services, outreach to and referrals for families, coordination with systems of care, short-term case management support, and peer support).

The success of the CIT program is highlighted in the Pueblo Chieftain article <https://www.chieftain.com/story/news/2018/01/14/therapists-making-difference-on-pueblo/9292258007/>. In the performance period September 2021 through June 2023, the CIT program recorded 926 contacts.

- % of total contacts resulting in incarceration: less than 1% (9/926)
- % of total contacts resulting in an ER visit: 10% (94/926)
- % of total contacts that declined referral: 1.9% (18/926)

The CIT program also directly aligns with the Pueblo Fire Department's DOTS (Directing Others To Services) program to reduce the overuse and misuse of the 911 system. To accomplish this, the DOTS team actively promotes interagency partnerships to form a coalition (the health department, local hospitals, the FQHC, Health Solutions, veterans' administration, ambulance companies, the senior resource agency, and nonemergent medical transportation companies) with shared vision and integrated resources. Together with DOTS, the coalition then identifies emergency system super-users or misusers, who are eligible on a voluntary basis to become DOTS' clients.

Goals & Outcomes

GOAL 1

Goal 1 Deflect, redirect, or otherwise prevent people with behavioral health needs away from the criminal justice system

Outcome 1.1

Outcome Decrease arrests and injury rates for individuals in crisis to less than 3%

Measurement Measured by examining the delta between baseline (collected at the beginning of the project) and data collected at different times during the performance period. Health Solutions will collect information about: mean and median response times; range (min and max) of response times; rate of responses within 1hr, 2hrs, 3hrs, or longer; and rate of crisis responses resolved

Timeframe Monthly

GOAL 2

Goal 2 Connect people to resources services and into appropriate treatment.

Outcome 2.1

Outcome Increase follow-up services from a CIT case manager to at least 75% of all CIT cases

Measurement Measured by examining the delta between baseline (collected at the beginning of the project) and data collected at different times during the performance period. Data will be collected by Health Solutions' tracking system for: referrals made; impact of response on imminent suicide risk

Timeframe Monthly

Outcome 2.2

Outcome Decrease pressure on the health care system by reducing emergency department visits and psychiatric hospitalizations by referring at least 50% of CIT caseload away from ED

Measurement Measured by examining the delta between baseline (collected at the beginning of the project) and data collected at different times during the performance period. Data will

Grantee: City of Pueblo
 Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

	be collected by Health Solutions' tracking system for: number of clients diverted from Emergency Department services
Timeframe	Monthly
GOAL 3	
Goal 3	Allow law enforcement to spend less time on behavioral health concerns in order to return to patrol.
Outcome 3.1	
Outcome	Decrease officer time on-scene from an average of 92 minutes for calls involving subjects presenting with behavior health needs or crisis to an average of 31 minutes for same calls.
Measurement	Measured by examining the delta between baseline (collected at the beginning of the project) and data collected at different times during the performance period. Data will be collected from the 911 system and Health Solutions' tracking system for: rate of calls diverted from law enforcement; total number of calls routed to CIT; total number of individuals served; average number served per 8-hour shift.
Timeframe	Monthly
Outcome 3.2	
Outcome	increase the cost-effectiveness of responding to people in crisis
Measurement	Total dollars in award is less than baseline cost of response to calls for behavioral health crisis
Timeframe	Annually

Grantee: City of Pueblo
Project: Crisis Intervention Team

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Exhibit E – Budget

	Grant Funds	Match Funds	Project Total
Personnel	\$0	\$0	\$0
Supplies & Operating	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Consultants / Contracts	\$301,648	\$0	\$301,648
Indirect	\$0	\$0	\$0
Total	\$301,648	\$0	\$301,648

Personnel: Budget & Budget Narrative Details													
Position Title	Annual Base Salary	Annual Base Salary To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Annual Fringe	Annual Fringe To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Total Annual Base Salary + Fringe	Total Base Salary + Fringe To Be Paid By Grant Funds	OT- Annual Base Salary	OT- Annual Base Salary To Be Paid By Grant Funds	OT- Annual Fringe	OT- Annual Fringe To Be Paid By Grant Funds	Total To Be Paid By Grant Funds (including overtime)
NA	\$0	\$0	0%	\$0	\$0	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Budget Narrative and Justification:													
Personnel Total:	\$0	\$0	0%	\$0	\$0	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Non-Personnel: Budget & Budget Narrative Details		
Budget Item	Amount To Be Paid By Grant Funds	Budget Narrative and Justification
SUPPLIES & OPERATING		
NA	\$0	
Supplies & Operating Total	\$0	
TRAVEL		
NA	\$0	
Travel Total	\$0	
EQUIPMENT		
NA	\$0	
Equipment Total	\$0	

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)

Health Solutions, clinicians	\$301,648	The City of Pueblo will contract with Health Solutions to provide direct delivery of services. 3.0FTE (clinicians will be hired. Credentialed and trained clinicians will earn \$7,019 (gross) per month and receive a benefit package that amounts to 25% of base pay. Credentials include MSP at minimum and MA, LPC, CAS, CCS as a maximum. Health Solutions will ensure 100% of funds from this award are for employees dedicating 100% of their reported time to the CIT program. Costs are based on actual totals from the ARPA funded CIT program Aug 2021 through June 2023.
Consultants/Contracts Total	\$301,648	
INDIRECT		
NA	\$0	
Indirect Total	\$0	
Total Non-Personnel	\$301,648	

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A. INTRODUCTION [NEW FOR 2023]

Each year the Division of Criminal Justice (DCJ) performs a detailed assessment of the federal legal requirements to generate this exhibit. The DCJ has incorporated these notations into this document to call out differences from prior years. Minor changes that do not change the requirement, such as typographical errors or formatting will not be noted as a change.

1. APPLICABILITY

[Same as years: 2018, 2019, 2020, 2021, 2022]

The DCJ issues federal grants from two Department of Justice (DOJ) offices: the Office of Justice Programs (OJP) and the Office on Violence Against Women (OVW). All award conditions set out below apply to both OJP and OVW funded grants, with the exception of the conditions labeled as: "Recipients of OVW grant dollars only" or "Recipients of OJP grant dollars only" which only apply to OVW funded awards.

References to the **DOJ** apply to both OJP and OVW funded grants.

Individual awards will also include special conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; the substance of the funded application; the grantee's performance under other federal awards; the grantee's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

2. RECIPIENT

[Same as years: 2018, 2019, 2020, 2021, 2022]

For the purposes of this document, the term "recipient" refers to the Legal Entity Name listed on the Division of Criminal Justice (DCJ) Grant Award Document issued to a grantee receiving federal grants funds from DCJ. The term "Recipient" and "Grantee" are interchangeable within this Exhibit.

3. ENSURING COMPLIANCE OF SUBGRANTEES (SUBRECIPIENTS)

[Same as years: 2018, 2019, 2020, 2021, 2022]

Grantee is responsible for notifying any subgrantee (subrecipient), issued under this grant, of all provisions herein. Grantee is responsible for monitoring any subgrantee (subrecipient) for compliance with all the provisions herein.

4. GENERAL CONDITIONS

B. Requirements of the award; remedies for non-compliance or for materially false statements

[Same as years: 2020, 2021, 2022]

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

OJP Awards Only: Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

Federal Awards issued from 2023 Federal Grant Funds

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Division of Criminal Justice (DCJ), Office of Justice Programs ("OJP") or Office on Violence Against Women ("OVW") taking appropriate action with respect to the recipient and the award. Among other things, the Department of Justice "DOJ" may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, and DCJ also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

C. Applicability of Part 200 Uniform Requirements

[Same as years: 2018, 2019, 2020, 2021, 2022 - except as highlighted]

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2023 award from the DOJ.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2023 award supplements funds previously awarded by DOJ under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2023 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to DOJ awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334, 200.337.

In the event that an award-related question arises from documents or other materials prepared or distributed by the DOJ that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact DCJ promptly for clarification.

Federal Awards issued from 2023 Federal Grant Funds

D. Compliance with DOJ Grants Financial Guide

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee agrees to comply with the current edition of the DOJ Grants Financial Guide as posted on the website, including any updated version that may be posted during the period of performance. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.

E. Reclassification of various statutory provisions to a new Title 34 of the United States Code

[Same as years: 2018, 2019, 2020, 2021, 2022]

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to DOJ awards (that is, DOJ grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

F. Requirements related to "de minimis" indirect cost rate

[Same as years: 2018, 2019, 2020, 2021, 2022]

A grantee that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements

G. Requirement to report potentially duplicative funding

[Same as years: 2018, 2019, 2020, 2021, 2022]

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify DCJ in writing of the potential duplication, and, if so requested by DCJ, must seek a budget-modification and change-of-project to eliminate any inappropriate duplication of funding.

H. Requirements related to System for Award Management and Universal Identifier Requirements/Unique Entity Identifiers

[Same as years: 019, 2020, 2021, 2022 - except as highlighted]

The grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/SAM/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

Federal Awards issued from 2023 Federal Grant Funds

The grantee must comply with applicable restrictions on subawards Grantees, including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the grantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> and the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

I. Employment eligibility verification for hiring under the award

[Same as years: 2019, 2020, 2021, 2022]

1. The grantee (and any subrecipient at any tier) must—
 - a. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
 - b. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both —
 - (1) this award requirement for verification of employment eligibility, and
 - (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
 - d. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
2. Monitoring. The grantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
3. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
4. Rules of construction
 - a. Staff involved in the hiring process
 - b. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient)

Federal Awards issued from 2023 Federal Grant Funds

officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

- c. Employment eligibility confirmation with E-Verify
- d. For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
- e. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
- f. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
- g. Nothing in this condition, including in paragraph 4.b., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to DCJ, before award acceptance.

J. Requirement to report actual or imminent breach of personally identifiable information (PII)

[Same as years: 2018, 2019, 2020, 2021, 2022 - except as highlighted]

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an DOJ grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an DOJ Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

K. All subawards ("subgrants") and contracts must have DCJ authorization

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee, and any subrecipient ("subgrantee") at any tier, must receive approval from DCJ prior to issuing a subaward or a procurement contract under this award.

L. Specific post-award approval required to use a noncompetitive approach in any procurement contract

[Same as years: 2018, 2019, 2020, 2021, 2022]

Federal Awards issued from 2023 Federal Grant Funds

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP or OVW considers a procurement "contract" (and therefore does not consider a subaward).

M. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and DOJ or DCJ authority to terminate award)

[Same as years: 2021, 2022]

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> and the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and DOJ authority to terminate award)), and are incorporated by reference here.

N. Determination of suitability to interact with participating minors

[Same as years: 2021, 2022]

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> and OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

O. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Federal Awards issued from 2023 Federal Grant Funds

Recipients of OVW grant dollars only: Additional information on the pertinent to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

P. Requirement for data on performance and effectiveness under the award

[Same as years: 2020, 2021, 2022]

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to DCJ and/or DOJ in the manner (including within the timeframes) specified by DCJ in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Q. Training Guiding Principles

[Same as years: 2018, 2019, 2020, 2021, 2022]

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with DOJ award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm> , or the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>.

R. Effect of failure to address audit issues

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient understands and agrees that the DCJ or the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DCJ or DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

S. Potential imposition of additional requirements

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient agrees to comply with any additional requirements that may be imposed by the DCJ during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DCJ high-risk grantee list.

T. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

U. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Federal Awards issued from 2023 Federal Grant Funds**V. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

W. Restrictions on "lobbying" and policy development

[Same as years: 2018, 2019, 2020, 2021, 2022 - except as highlighted]

In general, as a matter of federal law, federal funds awarded by DOJ may not be used by the grantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Recipients of OVW grant dollars only:

The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by DOJ from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact DCJ for guidance, and may not proceed without the express prior written approval of DCJ and the DOJ awarding agency (OJP or OVW, as appropriate).

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X. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2023)

[Same as years: 2021, 2022 - except as highlighted]

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2023, are set out at <https://ojp.gov/funding/Explore/FY23AppropriationsRestrictions.htm>, <https://www.justice.gov/ovw/award-conditions>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact DCJ for guidance, and may not proceed without the express prior written approval of DCJ.

Y. Reporting potential fraud, waste, and abuse, and similar misconduct

[Same as years: 2020, 2021, 2022 - except as highlighted]

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

Z. Restrictions and certifications regarding non-disclosure agreements and related matters

[Same as years: 2018, 2019, 2020, 2021, 2022]

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient —

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

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- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both --
 - a. it represents that--
 - (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

AA. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the grantee is to contact the DCJ for guidance.

BB. Encouragement of policies to ban text messaging while driving

[Same as years: 2018, 2019, 2020, 2021, 2022]

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the

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course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

CC. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency

[Same as years: 2019, 2020, 2021, 2022]

If the recipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to DCJ. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency

DD. Right to examine documents

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee, and any subrecipient ("subgrantee") at any tier, must authorize the DCJ or DOJ awarding agency (OJP or OVW, as appropriate) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to this grant.

EE. Maintaining contact information

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee acknowledges that it is responsible for maintaining updated contact information in the Grants Management System (GMS). To update information in GMS for either the point of contact and/or the authorized representative, the grantee must submit a Change in Project Officials (DCJ Form 4-B).

FF. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

[Same as years: 2019, 2020, 2021, 2022]

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this DOJ award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of DOJ awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> and OVW web site at: <https://www.justice.gov/ovw/award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

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GG. Cooperating with DOJ Monitoring

[Same as years: 2021, 2022]

The recipient agrees to cooperate with DCJ and DOJ monitoring of this award pursuant to DCJ and DOJ's guidelines, protocols, and procedures, and to cooperate with DCJ and DOJ (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to DCJ and DOJ all documentation necessary for DCJ and/or DOJ to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by DCJ and/or DOJ for providing the requested documents. Failure to cooperate with DCJ and/or DOJ's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

HH. Required monitoring of subawards

[Same as years: 2021, 2022]

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

II. Safe policing and law enforcement subrecipients

[Same as years: 2021, 2022]

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

JJ. Authorized Official

[Same as years: 2022]

The grantee understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

KK. Compliance with restrictions on the use of federal funds-prohibited and controlled equipment under OJP award

[New - incorporated by reference in many OJP awards made during or after May 1, 2023]

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Recipients of OVJP grant dollars only: Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment list.”

The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds: Prohibited and Controlled Equipment under OJP awards), and are incorporated by reference here.

5. FINANCIAL REQUIREMENTS

A. Non-supplantation

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

Supplanting arises when a Recipient reduces non-federal funds for an activity specifically because federal funds are available (or are expected to be available) to fund that same activity. Federal funds must be used to supplement existing State or local funds for program activities, and may not replace (that is, may not "supplant") State or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace State or local funding that is required by law.

When supplanting is prohibited, potential supplanting will be the subject of DCJ monitoring and audit. Should a question of supplanting arise, the grantee will be required to substantiate that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

B. Misuse of award funds

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

C. Limitation on use of funds to approved activities

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient agrees that grant funds will be used only for the purposes described in this award. The grantee must not undertake any work or activities that are not described in this award, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval from DCJ.

D. Consultant compensation rates

[Same as years: 2019, 2020, 2021, 2022]

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to DCJ a detailed justification and have such justification approved by DCJ, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per

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day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

E. Limit on use of grant funds for grantees' employees' salaries

[Same as years: 2019, 2020, 2021, 2022]

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the DCJ via DOJ.

6. CIVIL RIGHTS REQUIREMENTS ASSOCIATED WITH DOJ AWARDS

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from the DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

The Grantee hereby agrees that it will comply, and all of its subrecipients ("subgrantees") will comply, with the applicable provisions of:

A. Civil rights laws and nondiscrimination provisions

[Same as years: 2018, 2019, 2020, 2021, 2022 - except as highlighted]

States and units of local government, public and nonprofit institutions of higher education, nonprofit organizations, for-profit businesses, and other recipients of DOJ grants may be subject to various federal civil rights laws for reasons *other than* their receipt of DOJ funds. Some examples include federal civil

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rights laws related to discrimination on the basis of race, color, national origin, sex, religion, or disability.

Because a DOJ award is a form of "federal financial assistance," the recipients of a DOJ award (and any "subrecipient" at any tier) must comply with additional civil-rights-related requirements above and beyond those that otherwise would apply.

In general, these additional requirements fall into one of two categories:

1. Civil rights laws (sometimes referred to as "cross-cutting" federal civil rights statutes). These apply to essentially any entity that receives an award of federal financial assistance -- regardless of which federal agency awards the grant or cooperative agreement -- and encompass the "program or activity" funded in whole or in part with the federal financial assistance.
2. Nondiscrimination provisions. These are requirements or restrictions that apply to certain OJP or OVW awards -- in addition to the civil rights laws -- because they are set out in a statute that applies specifically to one or more particular OJP or OVW grant programs, or to OJP or OVW awards made under a particular legal authority. Much like the civil rights laws, these provisions apply variously to the programs, activity, or undertaking funded in whole or in part by OJP or OVW, and are described herein.
 - a. Such nondiscrimination provisions apply to some, but not all, OJP or OVW grant programs.
 - b. The nondiscrimination provisions that apply to an OJP or OVW award (above and beyond the requirements in "cross-cutting" civil rights laws) may vary from award to award, even for awards made during the same fiscal year.
 - c. Typically, no more than one of these nondiscrimination provisions will apply to any particular OJP or OVW award.

General information on the civil rights laws that apply to every OJP or OVW award, and on the nondiscrimination provisions that apply to some OJP or OVW awards, is available at <https://ojp.gov/about/ocr/statutes-regulations>.

NOTE: As discussed in more detail below, if a civil rights law or nondiscrimination provision prohibits discrimination in employment on the basis of religion, the prohibition is read together with the provisions of the Religious Freedom Restoration Act of 1993.

B. Civil rights compliance: Access to services and benefits by individuals with limited English proficiency

[Same as years: 2020, 2021, 2022]

Compliance with the civil rights laws entails, among other things, taking reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to DOJ-funded programs or services. An individual with limited English proficiency is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To assist recipients of DOJ awards in meeting their obligations with respect to such individuals, DOJ has published a guidance document, available on the LEP.gov website.

C. Certification

[Same as years: 2018, 2019, 2020, 2021, 2022]

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Each grantee by accepting this award, certifies that it will comply (and it will require any subrecipient at any tier to comply) with applicable civil rights laws and nondiscrimination provisions. An additional DCJ Form 30, will be required prior to the disbursement of any funds.

D. Nondiscrimination provisions and the Religious Freedom Restoration Act

[Same as years: 2022]

As noted earlier, a nondiscrimination provision that deals with discrimination in employment on the basis of religion is read together with the pertinent provisions of the Religious Freedom Restoration Act of 1993. As a result, even if an otherwise-applicable nondiscrimination provision states that a grantee or subrecipient may not discriminate in employment based on religion, a DOJ recipient or subrecipient that is a faith-based organization may consider religion in hiring, provided it satisfies particular requirements.

An DOJ recipient that is a faith-based organization and that seeks to consider religion in hiring despite an applicable nondiscrimination provision must properly execute and submit to DCJ a specific formal certification to DCJ to the effect that--

1. The grantee is a religious organization that sincerely believes that providing the programs or services funded by the DOJ award is an expression of its religious beliefs, that employing individuals of particular religious belief is important to its religious exercise, and that having to abandon its religious hiring practice to receive federal funding would substantially burden its religious exercise.
2. The grantee will not discriminate against beneficiaries (or prospective beneficiaries) of the programs or services funded by the DOJ award on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.
3. The grantee will keep any explicitly religious activities separate in time or location from programs or services funded by the DOJ award.
4. The grantee will not require beneficiaries (or prospective beneficiaries) of programs or services funded by the DOJ award to attend or participate in any explicitly religious activities. Any such participation will be purely voluntary.

To make the required certification, an appropriate, authorized official of the grantee organization must execute the Certification Regarding Hiring Practices on the Basis of Religion on behalf of the grantee. A copy of the executed certification must be submitted to DCJ. The grantee must retain the signed original on file as part of its records for the DOJ award.

An DOJ recipient that executes and submits a certification that satisfies these requirements ordinarily may consider religion in hiring. Different rules may apply, however, if there is good reason to question the truthfulness of the certification, or if DCJ determines that it is necessary to restrict the recipient from considering religion in hiring to further a compelling government interest. (If DCJ makes such a determination, the DCJ may impose limitations that represent the least restrictive means of furthering the compelling government interest.)

The rules that apply to subrecipients of DOJ awards that are faith-based organizations are similar, except that the subrecipient is to submit the required certification to the grantee.

E. Overview of "Civil Rights Laws"

[Same as years: 2022 - except as highlighted]

Important "civil rights laws" that apply to all federal financial assistance -- and to all recipients and subrecipients of DOJ awards made in FY 2023, are these:

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- **Section 601 of Title VI of the Civil Rights Act of 1964** (codified at 42 U.S.C. 2000d)
 - Statutory provision:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - DOJ implementing regulation: Subparts C and D of 28 C.F.R. Part 42.
- **Section 504 of the Rehabilitation Act of 1973** (codified at 29 U.S.C. 794)
 - Statutory provision:

No otherwise qualified individual with a disability in the United States, as defined in [29 U.S.C. 705(20)], shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance[.]
 - DOJ implementing regulation: Subpart G of 28 C.F.R. Part 42.
- **Section 901 of Title IX of the Education Amendments of 1972** (codified at 20 U.S.C. 1681)
 - Statutory provision:

No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance[.]
 - DOJ implementing regulations: Subpart D of 28 C.F.R. Part 42; 28 C.F.R Part 54.
- **Section 303 of the Age Discrimination Act of 1975** (codified at 42 U.S.C. 6102)
 - Statutory provision:

[N]o person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

DOJ implementing regulation: Subpart I of 28 C.F.R. Part 42.

7. RECIPIENTS OF OVW GRANT DOLLARS ONLY

A. Availability of general terms and conditions on OVW website

[Same as years: 2019, 2020, 2021, 2022]

The grantee agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

B. Compliance with statutory and regulatory requirements

[Same as years: 2018,2019, 2020, 2021, 2022]

The grantee agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of

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2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

C. VAWA 2013 nondiscrimination condition

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.

D. Confidentiality and information sharing

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. § 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The grantee also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.

E. Activities that compromise victim safety and recovery and undermine offender accountability

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

F. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

[Same as years: 2020, 2021, 2022]

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

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G. Termination or suspension for cause

[Same as years: 2018, 2019, 2020, 2021, 2022]

DCJ or the Director of OVW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until DCJ or the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis.

H. Compliance with solicitation requirements

[Same as years: 2021, 2022]

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program specific FAQs are hereby incorporated by reference into this award.

I. Subrecipient program income

[Same as years: 2021, 2022]

The recipient understands and agrees that it has responsibility for approval of program income earned by subrecipients. Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance.

Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, subrecipients must seek approval from the recipient prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the recipient must be reported by the subrecipient to the recipient so that it is reported on the quarterly Program Income Financial Report (DCJ Form 1-B) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the recipient must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

J. Subrecipient product monitoring

[Same as years: 2021, 2022]

The recipient agrees to monitor subrecipients to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

2024 State Controller Federal Provisions

2024 State Controller Federal Provisions

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. “Entity” means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
 - 2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
 - 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.
 - 2.1.7. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2024 State Controller Federal Provisions

- 2.1.8. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.8.2. Is not organized primarily for profit; and
 - 2.1.8.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.11. “Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.12. “Subaward” means an award by a Recipient to a Subrecipient or a Contractor funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a 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 Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. Subrecipient also means Grantee.
- 2.1.14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.15. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.

2024 State Controller Federal Provisions

- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee or Subrecipient at <https://sam.gov/content/home>.
- 2.1.18. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. COMPLIANCE.

- 3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID REQUIREMENTS.

- 4.1. SAM. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient 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. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient’s information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Subrecipient’s information.

5. TOTAL COMPENSATION.

- 5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
- 5.1.2. In the preceding fiscal year, Subrecipient received:
- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.3. 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.

2024 State Controller Federal Provisions

- 6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by 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. Subrecipient shall report as set forth below.
 - 8.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:
 - 8.1.1.1. Subrecipient Unique Entity ID;
 - 8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient parent's organization Unique Entity ID;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
 - 8.1.2. To Recipient. A Subrecipient shall report to its Recipient, upon the effective date of the Grant, the following data elements:
 - 8.1.2.1. Subrecipient's Unique Entity ID as registered in SAM.
 - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

2024 State Controller Federal Provisions

- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 9.5. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient’s fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
 - 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program’s statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of 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.

2024 State Controller Federal Provisions

11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. REQUIRED PROVISIONS FOR SUBRECIPIENT WITH SUBRECIPIENTS OR SUBCONTRACTORS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;

12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)

12.1.2. For contracts with Subcontractors – Include the terms in the Contract Federal Provisions Exhibit.

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 Subrecipient with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

2024 State Controller Federal Provisions

- 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

**COLORADO DIVISION OF CRIMINAL JUSTICE
CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, DEPARTMENT OF JUSTICE (DCJ FORM 30)**

INSTRUCTIONS: Complete the table below with information found in the Grant Agreement. Read the form completely, identify the person responsible for reporting civil rights findings, certify that the required Civil Rights training has been completed by the Project Director; and check only one certification under "II" that applies to your agency. Have your Signature Authority sign at the bottom of page 2, forward a copy to the person identified as being responsible for reporting civil rights findings and return the original to the Colorado Division of Criminal Justice, 700 Kipling, Ste. 1000, Denver, CO 80215, within 45 days of the grant award beginning date.

PROJECT DIRECTOR: James Martin

PHONE:

Person responsible for reporting civil rights findings of discrimination: (Name, address, phone & email)

I acknowledge that I viewed **all** of the trainings on Civil Rights available on DCJ's website at <https://www.colorado.gov/pacific/dcj/civil-rights-requirements>. I accept responsibility for ensuring that project staff understands their responsibilities as outlined in the presentations. I understand that if I have any questions about the material presented and my responsibilities as a grantee that I will contact my grant manager.

PROJECT DIRECTOR SIGNATURE _____

DATE _____

SIGNATURE AUTHORITY'S CERTIFICATION: As the Signature Authority for the above Grantee, I certify, by my signature on page two (2), that I have read and am fully cognizant of our duties and responsibilities under this Certification.

I. REQUIREMENTS OF GRANT RECIPIENTS: All grant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

◆ I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

◆ I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Division of Criminal Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of the grant award beginning date.

DCJ FORM 30:
CERTIFICATION OF COMPLIANCE WITH REGULATIONS,
OFFICE FOR CIVIL RIGHTS, DEPARTMENT OF JUSTICE (Continued)

II. **EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:** Check the box before **ONLY ONE APPROPRIATE CERTIFICATION** (A, or B below) that applies to this grantee agency during the period of the grant duration noted above.

- ☐ **CERTIFICATION "A"** [Applicable, if (1), (2) or (3), below, apply.] This is the Certification that most non-profits and small agencies will use. Check all that apply to your entity.

This funded entity:

- ☐ (1) is an educational, medical or non-profit organization or an Indian Tribe;
☐ (2) has less than 50 employees;
☐ (3) was awarded through this single grant award from the Colorado Division of Criminal Justice less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR §42.302, but is **required to submit a Certification** (<https://ojp.gov/about/ocr/eeop.htm>).

- ☐ **CERTIFICATION "B"** (Applicable to all entities that do not qualify for Certification "A" above)

This funded entity, as a for-profit entity or a state or local government having 50 or more employees (counting both full- and part-time employees but excluding political appointees) and is receiving, through this single grant award from the Colorado Division of Criminal Justice, more than \$25,000, in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will prepare and submit an EEOP and Certification at <https://ojp.gov/about/ocr/eeop.htm>, within 60 days of the award. The EEOP shall be submitted in accordance with 28 CFR §42, subpart E, to Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice that will include a section specifically analyzing the grantee (implementing) agency. (If you have already submitted an EEOP applicable to this time period, send a copy of the letter received from the Office for Civil Rights showing that your EEOP is acceptable.)

As the Signature Authority for the above grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification. I, hereby, also certify that the content of this form, other than the data entry required, has not been altered.

SIGNATURE AUTHORITY SIGNATURE

DATE

TYPED NAME

TITLE

* * * * *

This signed form must be returned to the Colorado Division of Criminal Justice, 700 Kipling, Ste. 1000, Denver, CO 80215, within 45 days of the grant award beginning date. You must also forward a signed copy to the person identified in the box above.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:
- Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

Required only for awards greater than \$100,000. This form must be signed by the Signature Authority/ Authorized Official for the Grantee Agency. The Project Director should NOT sign this form.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A U.S. DEPARTMENT OF JUSTICE 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (2024 JAG) GRANT, AWARD #15PBJA-24-GG-05212-JAGX, AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NUMBER PS2412, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$104,034.00, AUTHORIZING MAYOR TO EXECUTE SAME AND RELATED CERTIFICATIONS, ASSURANCES, AND OTHER DOCUMENTS, APPROVING AND RATIFYING THE SEPTEMBER 9, 2024, MEMORANDUM OF UNDERSTANDING CONCERNING RECEIPT AND DISBURSEMENT OF FUNDS, AND AUTHORIZING MAYOR TO EXECUTE SAME AND RATIFYING THEIR SIGNATURE THERETO

SUMMARY:

Attached is Award No. 15PBJA-24-GG-05212-JAGX. It includes 17 pages (numbered 6-22) which are the award's special conditions.

PREVIOUS COUNCIL ACTION:

The FY2024 JAG local solicitation is an annual formula grant that has been in existence for the past twenty (20) years. The City and County of Pueblo have received over \$2,445,838.00 in JAG local solicitation funds since its inception, including this award.

On September 23, 2024, Pueblo City Council approved Resolution Number 15769 authorizing the application for the award and approving the required MOU with Pueblo County.

BACKGROUND:

The Edward Byrne Memorial Justice Assistance Grant (JAG) program provides funds to units of local government for the purpose of improving law enforcement technology and upgrading necessary equipment. The program is designed to help local communities address problems specific to their area.

Pueblo City's share will be used to fund three (3) Police Department equipment projects, including desktop, laptop, and other computer-related equipment for the entire department, additional investigative tools for the Traffic Unit, and other law enforcement enhancing equipment projects as determined by the Chief of Police (see attachment for detailed list of proposed equipment). Mayor Graham will need to sign the award document and initial the lower right corner of each page of the Special Conditions document.

FINANCIAL IMPLICATIONS:

This grant funding represents \$104,034.00 to the City and County of Pueblo with no required match. The City of Pueblo's share of the \$104,034.00 is \$79,065 and the remaining amount is paid to Pueblo County. The City is responsible for administering the drawdown of the grant. The County provides the City with quarterly reports which are monitored by the Police Department.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

City and County law enforcement leaders have met and agreed to the distribution terms of this annual formula grant since its inception in 2005. A signed MOU between Pueblo City and Pueblo County is a requirement for acceptance of the award. Pueblo City Council, and all other related stakeholders, signed the MOU in conjunction with approved Resolution Number 15769. Additionally, a public meeting, to receive public comments on the expenditures, is a requirement of the award. That public meeting occurred on September 9, 2024. The City and County Attorney Offices, as well as the City Finance Department, have reviewed and approved the attached award documents including the Special Conditions.

ALTERNATIVES:

Decline the grant offer, not receiving any funds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Approved Resolution # 15769
2. Award Conditions 15PBJA-24-GG-05212-JAGX
3. Award Information 15PBJA-24-GG-05212-JAGX
4. Award Letter 15PBJA-24-GG-05212-JAGX
5. Itemization of JAG Projects List
6. Signed Memorandum of Understanding (MOU)

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A U.S. DEPARTMENT OF JUSTICE 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (2024 JAG) GRANT, AWARD #15PBJA-24-GG-05212-JAGX, AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NUMBER PS2412, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$104,034.00, AUTHORIZING MAYOR TO EXECUTE SAME AND RELATED CERTIFICATIONS, ASSURANCES, AND OTHER DOCUMENTS, APPROVING AND RATIFYING THE SEPTEMBER 9, 2024, MEMORANDUM OF UNDERSTANDING CONCERNING RECEIPT AND DISBURSEMENT OF FUNDS, AND AUTHORIZING MAYOR TO EXECUTE SAME AND RATIFYING THEIR SIGNATURE THERETO

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

WHEREAS, the United States Department of Justice ("DOJ") has tendered a Justice Assistance Grant Award No. 15PBJA-24-GG-05212-JAGX (the "Award") in the amount of \$104,034.00 upon conditions recited therein or incorporated therein by reference; and

WHEREAS, acceptance of the Award for the purposes for which it has been made is in the best interest of the City of Pueblo 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 Awarding of Grant No. 15PBJA-24-GG-05212-JAGX to the City of Pueblo, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor is authorized to execute the grant award acceptance in the name of and on behalf of the City of Pueblo, and is authorized to execute any and all other certifications, assurances, and other documents associated therewith.

SECTION 3.

Project Number PS2412 (2024 JAG) is hereby established, and the amount of \$104,034.00 is budgeted and appropriated therefore.

SECTION 4.

The grant award funds shall be deposited in an interest-bearing trust fund account that is specifically designated for the Justice Assistance Grants Program ("Program"). The funds in the account, including interest thereon, shall only be expended and used for the Program, and shall be so obligated and expended by September 30, 2027, provided, however, that none of the funds shall be spent or obligated until all applicable conditions precedent for expenditure of grant funds have been satisfied, as set forth in the grant's Special Conditions document.

SECTION 5.

The September 9, 2024, Memorandum of Understanding ("MOU"), by and between the

City of Pueblo, a Colorado Municipal Corporation, and Pueblo County, concerning the receipt and disbursement of the 2024 JAG funds, a copy of which is attached hereto and incorporated herein, having been approved as to form by the Pueblo City Attorney, is hereby approved and ratified. The Mayor is hereby authorized to execute said MOU on behalf of the City and her prior signature to same is hereby ratified.

SECTION 6.

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

SECTION 7.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 23, 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 THE CITY OF PUEBLO TO APPLY FOR A 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AND APPROVING A MEMORANDUM OF UNDERSTANDING CONCERNING RECEIPT AND DISBURSEMENT OF FUNDS FROM SAID GRANT AND AUTHORIZING MAYOR GRAHAM TO EXECUTE SAME

SUMMARY:

Attached is a Memorandum of Understanding between the City of Pueblo and Pueblo County concerning the disbursement of the FY2024 JAG Local Solicitation award.

PREVIOUS COUNCIL ACTION:

The FY2024 JAG Local Solicitation is an annual formula grant that has been in existence for the past twenty (20) years. The City and County of Pueblo have received \$2,341,804 in JAG Local Solicitation funds since its inception.

BACKGROUND:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program provides funds to units of local government for the purpose of improving law enforcement technology and upgrading necessary equipment. The program is designed to help local communities address problems specific to their area.

FINANCIAL IMPLICATIONS:

This grant funding represents \$104,034.00 to the City and County of Pueblo with no required match. The City's share of the \$104,034.00 is \$79,065.84.

The City's share will be used to fund three (3) Police Department equipment projects, including desktop, laptop, and other computer-related equipment for the entire department, additional evidence storage lockers for the property and evidence

processing, room and Hyundai/Kia EDR download equipment to assist with collection of data surrounding serious injury crashes, fatal crashes as well as minor crashes, and other law enforcement enhancing equipment projects as determined by the Chief of Police. (See attachment for detailed list of proposed equipment). Mayor Graham will need to sign the award document and initial the lower right corner of each page of the Special Conditions.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Pueblo City and County law enforcement leaders have met and agreed to the distribution terms of this annual formula grant since its inception in 2005. A signed MOU between the City and County is a requirement for acceptance of the award. Additionally, a public meeting, to receive public comments on the expenditures, is a requirement of the award. That public meeting took place on September 9th, 2024. The City and County Attorney's Offices, as well as the City Finance Department, will review and approve the attached MOU.

ALTERNATIVES:

The FY2024 JAG Local Solicitation is an annual formula grant that has been in existence for the past twenty (20) years. The City and County of Pueblo have received \$2,341,804 in JAG funds since its inception. In order to receive the funds, the City and County of Pueblo must sign the MOU. If either entity does not sign the MOU, no JAG funds will be received by either entity.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 2024 JAG Itemization of Projects V-1
2. 2024 JAG Memo of Understanding (Draft) 06-24-2024

RESOLUTION NO. 15769

A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO APPLY FOR A 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AND APPROVING A MEMORANDUM OF UNDERSTANDING CONCERNING RECEIPT AND DISBURSEMENT OF FUNDS FROM SAID GRANT AND AUTHORIZING MAYOR GRAHAM TO EXECUTE SAME

WHEREAS, the City of Pueblo Police Department is requesting the City of Pueblo submit an application to the United States Department of Justice (DOJ) for the 2024 Edward Byrne Memorial Justice Assistance Grant (JAG); and

WHEREAS, the funds from this grant will be utilized by the Pueblo Police Department, Pueblo County Sheriff's Office, and the 10th Judicial District Attorney's Office to benefit the health, welfare, and safety of the citizens of the City; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The 2024 JAG Local Solicitation Application O-BJA-2024-172238 (Grant Application), a copy of which is attached hereto, is hereby approved and authorized for submittal to the United States Department of Justice.

SECTION 2.

The Memorandum of Understanding dated as of September 9th, 2024, by and between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo County, Colorado concerning the receipt and disbursement of the 2024 JAG funds, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

Mayor Graham is authorized to execute the Grant Application and Memorandum of Understanding in the name of the City of Pueblo, and her prior signature thereto is hereby ratified and approved. The City Clerk is directed to affix the seal to the Memorandum of Understanding and attest same. Mayor Graham is also authorized to execute any and all other certifications, assurances and other documents associated therewith.

SECTION 4.

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

SECTION 5.

The Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 23, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK

Application Number

BJA

GRANT14254622

Grant Manager

Kathy Mason

Phone Number

202-598-7538

E-mail Address

Kathy.Mason@usdoj.gov

Project Title

FY24 Pueblo Annual Allocation

Performance Period Start**Date**

10/01/2023

Performance Period End Date

09/30/2027

Budget Period Start Date

10/01/2023

Budget Period End Date

09/30/2027

Project Description

The City of Pueblo seeks \$104,034 of formula funding to provide equipment, supplies, and information systems for criminal justice. A portion of these funds will be distributed, by rules, to Pueblo County and District 11 Attorney's Office.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of

federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 4

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other

legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 6

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 7

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the

hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene

requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited

conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may

be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated

executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 35

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Condition 36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 37

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 38

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Condition 39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of

Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 45

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 47

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Condition 48

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Condition 49

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 50

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 51

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this

condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Condition 52

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 53

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

Condition 54

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Condition 55

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 56

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Condition 57

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 58

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 59

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Condition 60

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

Condition 61

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Condition 62

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

Condition 63

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

Condition 64

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

Condition 65

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	12/1/24 7:07 PM

Authorized Representative

[] no value

Entity Acceptance

Title of Authorized Entity Official
no value

Signed Date And Time
no value

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@oip.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

no value

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION	
UEI NJK3BNUDRHJ7	
Street 1 1 CITY HALL PL	Street 2
City PUEBLO	State/U.S. Territory Colorado
Zip/Postal Code 81003	Country United States
County/Parish no value	Province no value
Award Details	
Federal Award Date 12/4/24	Award Type Initial
Award Number 15PBJA-24-GG-05212-JAGX	Supplement Number 00
Federal Award Amount \$104,034.00	Funding Instrument Type Grant
Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program
Statutory Authority	
Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).	
[] I have read and understand the information presented in this section of the Federal Award Instrument.	
Project Information	
This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.	
Solicitation Title 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	Awarding Agency OJP Program Office

Application Number

BJA

GRANT14254622

Grant Manager

Kathy Mason

Phone Number

202-598-7538

E-mail Address

Kathy.Mason@usdoj.gov

Project Title

FY24 Pueblo Annual Allocation

Performance Period Start**Date**

10/01/2023

Performance Period End Date

09/30/2027

Budget Period Start Date

10/01/2023

Budget Period End Date

09/30/2027

Project Description

The City of Pueblo seeks \$104,034 of formula funding to provide equipment, supplies, and information systems for criminal justice. A portion of these funds will be distributed, by rules, to Pueblo County and District 11 Attorney's Office.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION 1 CITY HALL PL
City, State and Zip:	PUEBLO, CO 81003
Recipient UEI:	NJK3BNUDRHJ7
Project Title: FY24 Pueblo Annual Allocation	Award Number: 15PBJA-24-GG-05212-JAGX
Solicitation Title: BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: \$104,034.00	Federal Award Date: 12/4/24
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: O	
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/23	Project Period End Date: 9/30/27
Budget Period Start Date: 10/1/23	Budget Period End Date: 9/30/27
Project Description: The City of Pueblo seeks \$104,034 of formula funding to provide equipment, supplies, and information systems for criminal justice. A portion of these funds will be distributed, by rules, to Pueblo County and District 11 Attorney's Office.	

Award Letter

December 4, 2024

Dear Bri Reyes,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$104,034.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

**FY2024 Justice Assistance Grant (JAG) Local Solicitation
Projects & Programs**

Grant # 2024 JAG Opportunity Number: O-BJA-2024-172238

Disparate Certification

A disparate allocation occurs when a city or municipality is scheduled to receive one and one-half times (150 percent) more than a county with concurrent jurisdiction, while that county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crime. Multiple disparate allocations occur when multiple cities or municipalities are collectively eligible to receive four times (400 percent) more than the county.

JAG disparate jurisdictions are certified by the Director of the Bureau of Justice Assistance (BJA), based in part on input from the state's Attorney General. For a listing of disparate jurisdictions, go to www.ojp.usdoj.gov/BJA/recoveryJAG/recoveryallocations.html.

Proj #	Name of Project	Agency	Amount	Description
1	Desktop/Laptop and Related Computer Replacement Project	PPD Services Bureau	\$59,618	This project proposes to purchase technical computer equipment for law enforcement and public safety use including desk top computers (towers, monitors, keyboards, etc), laptop computers, and other related computer componets such as mobile printers, and applicable and related software. Actual project cost is \$74,791. PPD will pay the extra \$19,791.00 with an IT Project fund, PST2306.
2	Evidence Storage Lockers	PPD Services Bureau	\$1,647	Purchase and install two large vertical lockers in the property and evidence processing room. These will be used to place items that need to be secured but are not ready for final submission.
3	Hyundai/Kia EDR Download Equipment	PPD Major Crash	\$17,800	The purchase of the Hyundai/Kia Combo EDR tool kit will allow the download of Hyundai and Kia vehicles manufactured after 2012. In the last 12 months, 404 crashes in the City of Pueblo have involved Hyundai and Kia vehicles that this equipment can be utilized on. This includes serious injury crashes, fatal crashes as well as minor crashes where the data could be used as evidence.
\$79,065				
1	Pepperball Launchers	PCSO	\$15,831	This project is for the Pueblo County Sheriff's Office to obtain equipment that is needed that will benefit our Law Enforcement division as well as our Detention division. Currently, we are limited on our less than lethal options and are requesting to purchase 15 Pepper Ball Launchers to equip both areas of our agency to control situations without having to use other less lethal options that can cause injury to the suspect such as bean bag rounds or tasers.
2	Spike Strips	PCSO	\$4,145	The project objective would be to increase the number of spike strips that we have in our vehicles and be able to prevent more high-speed pursuits to ensure safety of the public, officers involved and the suspect. If more deputies were assigned spike strips, we could likely immobilize pursuit vehicles, in a more reasonable and safe manner which has way less probability of anyone being injured.
\$19,976				
1	Technical projects/training and equipment.	PCDA	\$4,993	Purchase technology, supplies, equipment, and system upgrades, including the potential purchase of computers, monitors, color printers, and fax machines for employees working in the 10th Judicial District Attorney's Office involved with prosecution, victims and administration units.
\$4,993				
Total Grant Amount =			\$104,034	

**MEMORANDUM OF UNDERSTANDING
CONCERNING RECEIPT AND DISBURSEMENT OF
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
FUNDS FOR FY 2024
(GRANT OPPORTUNITY#_O-BJA-2024-172238)**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 9th day of September, 2024, by and between the City of Pueblo, a Colorado Municipal Corporation (hereafter referred to as the “City”) and Pueblo County, Colorado (hereafter referred to as the “County”).

WITNESSETH:

WHEREAS, the parties recognize that for FY 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) funding, administered by the U.S. Office of Justice Programs, Pueblo County has been certified as a disparate jurisdiction by the Colorado State Attorney General’s Office; and

WHEREAS, Federal Edward Byrne Memorial Justice Assistance Grant funding requires that a certified disparate county and the city or cities within the county are to divide available funds to their mutual satisfaction, and that if the parties are unable to reach a mutual agreement, no jurisdiction is eligible to receive funds; and

WHEREAS, the parties reached an agreement over the receipt of \$104,034.00 in JAG funds and the disbursement of those funds and wish to set such agreement as follows.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in accordance with Federal law, the parties agree as follows:

1. The \$104,034.00 JAG Grant Funds will be allocated as follows: The City will receive \$79,065.84 and will use these resources to fund one or more projects/programs that are outlined in the Program Narrative attachment of the application. The County will receive \$24,968.16 of which the Pueblo County Sheriff’s Department will receive \$19,974.53 to fund one or more different projects/programs that are outlined in the Program Narrative attachment of the application. The Pueblo County District Attorney will receive \$4,993.63 of the County’s allocation to fund one or more different projects/programs that are outlined in the Program Narrative attachment of the application. The City will serve as the applicant/fiscal agent.

2. The City, County, Pueblo County Sheriff’s Department and Pueblo County District Attorney shall each meet and comply with the assurances, certifications, general and special conditions set forth in the FY 2024 JAG Grant Funds Award which are incorporated herein as if set out herein in full and shall expend their respective funds solely for their approved projects.

Memorandum of Understanding
Concerning Receipt and Disbursement of
Edward Byrne Memorial Justice Assistance Grant Funds for FY 2024

Page – 2

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding the day and year first written above.

ATTEST:

PUEBLO COUNTY, COLORADO

By _____
Clerk to the Board

By _____
Chairman, Board of County Commissioners

ATTEST:

CITY OF PUEBLO, A Municipal Corporation

By _____
City Clerk

By _____
Mayor, Heather Graham

ATTEST:

PUEBLO COUNTY SHERIFF

By _____

By _____
David Lucero, Sheriff

ATTEST:

CITY OF PUEBLO POLICE DEPARTMENT

By _____

By _____
Chris Noeller, Chief of Police

ATTEST:

10TH JUDICIAL DISTRICT ATTORNEY

By _____

By _____
Jeff Chostner, District Attorney



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 23, 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 COLORADO HEALTH FOUNDATION, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2458, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$545,457.00 TO PROJECT NO. CI2458

SUMMARY:

This Ordinance approves and accepts a grant awarded from The Colorado Health Foundation in the amount of \$545,457.00 for the Benedict Park Community Co-Created Outdoor Play Space project.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

This year, the City applied for a grant from The Colorado Health Foundation to implement the community co-created design for an outdoor play and gathering space at Benedict Park. The community design process was supported through a robust and thoughtful community engagement process that has progressed to and informed the conceptual design for the play space.

On December 5, 2024, the City was notified that The Colorado Health Foundation designated the City of Pueblo to be awarded the 12-month grant in the amount of \$545,457.00. The project will include a children's playground with kid-safe surface with lights, new perimeter fence, multi-use pathway through park with lighting, concrete chess table and seating, resurface basketball court (half court), new basketball baskets, skateboarding bowl, new trees, planting beds and irrigation, two-level water fountain, and park signage.

FINANCIAL IMPLICATIONS:

There is no match for this grant. The Colorado Heath Foundation, per the terms of the grant agreement, will cover the cost of the project.

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, much needed improvements to Benedict Park will not be made and other funding sources must be found.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 31947 Agreement - The Colorado Health Foundation for Benedict Park Grant
2. 31947 Approval Letter - The Colorado Health Foundation for Benedict Park Grant

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO FROM THE COLORADO HEALTH FOUNDATION, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2458, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$545,457.00 TO PROJECT NO. CI2458

WHEREAS, The Colorado Health Foundation has tendered a grant award in the total amount of \$545,457.00 upon conditions recited therein or incorporated therein by reference; and

WHEREAS, 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, Benedict Park Community Co-Created Outdoor Play Space, ("Agreement") between the City of Pueblo, a Colorado Municipal Corporation, and The Colorado Health Foundation, 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. CI2458 – Benedict Park Community Co-Created Outdoor Play Space Project is hereby established.

SECTION 4.

The grant award from The Colorado Health Foundation, totaling \$545,457.00 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. CI2458. Said funds shall only be expended and used for this project.

SECTION 6.

Pursuant to the Agreement, The Colorado Health Foundation, 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 The Colorado Health Foundation 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. CI2458, 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 _____.

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



GENERAL, GRANTS TERMS, CONDITIONS, AND UNDERSTANDINGS

Title of Project:

Benedict Park Community Co-Created Outdoor Play Space

Grant ID# 31947

Purpose of Project:

Implement the community co-created design for the outdoor play and gathering space of Benedict Park. The community design process was supported through a robust and thoughtful community engagement process that has progressed to and informed the conceptual design for the play space.

Grantee Organization:

City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Checks to be Made Payable to:

City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Tax Identification Number: 84-6000615

Amount of Grant Awarded:

\$ 545,457 over a 12-month period

Period for Which Support is Granted:

From December 01, 2024 Through November 30, 2024

Contingencies, if any:

Special Provisions, if any:

Key Grantee Activities and Target Milestones:

1. Utilize community-centered co-design in the revitalization of Benedict Park in Bojon Town.
 2. Grantee shall complete a deliverable report approximately 6 months after activation that reports on community usage of the outdoor space in Benedict Park, the community's sense of belonging in the outdoor space, how the space is being utilized, and whether it is having the intended impact.
-

Intended Measurable Reach to be Reported on the Anticipated Number Served, if any:

Payment and Requirement Schedule

Requirement Due Date	Requirement	Payment Amount	Approximate Payment Schedule
12/09/2024	Executed Agreement	\$545,457	12/12/2024
12/31/2025	Final Report		

Payments are contingent upon receipt and approval of the associated requirements.

The Foundation uses an online system to receive reports and other requirements. Please visit www.coloradohealth.org for more information

*Project Contact (please correct the information below if necessary) Luann Martinez Grant and Resource Development Administrator City of Pueblo 1 City Hall Place Pueblo, CO 81003	**Grantee Organization Primary Signatory (please correct the information below if necessary) Heather Graham City of Pueblo 1 City Hall Place Pueblo, CO 81003
---	---

*The project contact is the individual directly responsible for developing the proposed activity, its implementation, and day-to-day direct supervision of the project. The email associated with the project contact will be added to the Foundation’s email distribution list upon grant approval. To opt out of the email distribution list please notify the Foundation by emailing grants@coloradohealth.org.

**The organization primary signatory is the CEO/Executive Director of the grantee organization.



The Colorado Health Foundation is awarding this Grant to the above named organization (“Grantee”) and Grantee agrees to, the following:

1. Tax Exempt Status, Grantee represents that:

- a. To provide current and appropriate documentation if organization is a government supported agency, such as school, museum, library or government agency or department.
- b. To provide The Colorado Health Foundation with immediate written notification of any changes in the organization’s tax-exempt status.

2. Expenditure of Funds

This Agreement (together with any income earned upon investment of Grant funds) is made for the purpose outlined herein and may not be expended for any other purpose without The Colorado Health Foundation’s prior written approval. If the Grant is intended to support a specific project or for a specific period, any portion of the Grant unexpended at the completion of the project or the end of the period specified above on Page 1 (the “Grant Period”) shall be returned immediately to The Colorado Health Foundation. With prior written approval from The Colorado Health Foundation the Grant Period may be extended in order to reach the anticipated outcomes. Requests should be submitted using the form and instructions found at www.ColoradoHealth.org in the “For Grantees” section.

3. Prohibited Use of Funds

Grantee will not permit any Grant funds or income derived from such funds to be used for “political expenditures” as defined in Section 4955 of the Code, including but not limited to participation or intervention in a political campaign for a public office.

This grant is not in any way earmarked to support or carry on any lobbying or voter registration drive. Grantee intends to expend at least the amount of this grant on project non-lobbying and non-voter registration activities in Grantee’s current fiscal year.

Grantee represents that it is knowledgeable about Executive Order 13224 and the USA Patriot Act of 2001 and Grantee will not permit any Grant funds or income derived from such funds to be expended or re-granted so as to benefit any person or organization with ties to terrorists.

4. Anti-Discrimination Expectations

Grantee will not willfully discriminate against a particular class of individuals and will abide by all applicable local, state, and federal anti-discrimination laws in hiring, employment practices and when providing services.

5. No Assignment or Delegation

Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without the prior written approval of The Colorado Health Foundation.

6. Records and Reports

Grantee must keep a record of all receipts and expenditures relating to this Agreement and to provide The Colorado Health Foundation with a written report summarizing the project promptly following the end of the Grant Period. The Colorado Health Foundation may also require interim reports. Grantee reports should describe progress achieving the Grant Purposes (including progress toward measurable results and Key Grantee Activities and Target Milestones outlined above on Page 1) and include a detailed accounting of the uses or expenditure of all Grant funds. Grantee also agrees to provide any other information reasonably requested by The Colorado Health Foundation. If Grantee obtains any audited financial statements covering any part of the period of this Agreement, copies of such statements shall be provided to The Colorado Health Foundation promptly after receipt. Grantee must keep the financial records with respect to the Grant and this Agreement, along with copies of any reports submitted to The Colorado Health Foundation, for at least four years following the year in which all Grant funds are fully expended.

7. Required Notification

Grantee must provide The Colorado Health Foundation with immediate written notification of: (1) its inability to expend the Grant funds for the Grant Purposes; or (2) any expenditure of Grant funds for any purpose other than the Grant Purposes; and, (3) any other breach by Grantee of this Agreement.

8. Reasonable Access for Evaluation and Oversight

The Colorado Health Foundation incorporates evaluation into its charitable grant-making so that it and the Grantee can understand the impact of the Grant and how to improve the impact of the charitable grant-making moving forward, and for the benefit of other Grantees and for the State of Colorado. As a condition to the receipt of this Grant, Grantee agrees to comply with and to participate in any requests from The Colorado Health Foundation to conduct an evaluation of the effectiveness of this grant (the "Evaluation") either individually with the Grantee or with multiple grantees as part of a broader strategy of The Colorado Health Foundation, including but not limited to follow-up reporting and/or additional activities above and beyond those listed in the Payment and Requirements section of this Agreement.

Grantee will permit The Colorado Health Foundation and its representatives, at its request, to have reasonable access during regular business hours to its files, records, accounts, personnel and clients, or other beneficiaries for the purpose of making such financial audits, verifications, or program evaluations as The Colorado Health



Foundation deems necessary or appropriate concerning the Grant and to discuss Grantee's programs, procedures and operations with Grantee's personnel.

9. Research Involving Human Subjects:

If the Grant is to be used in whole or in part for research involving human subjects, Grantee hereby certifies that Grantee, applying the ethical standards and the criteria for approval of grants set forth in its Internal Review Boards and professional oaths, has determined that the human subjects involved in this Grant will not experience risk over and above that involved in the normal process of care and are likely to benefit from the proposed research program.

10. Publicity:

The Colorado Health Foundation encourages Grantee to publicize information concerning the Grant in the Grantee's newsletters, annual reports, press releases, website, social media and other relevant media. If the Grantee has received these funds for "General Operating Support," The Colorado Health Foundation expects to be acknowledged as a sponsor for major events by the inclusion of The Colorado Health Foundation's logo in the event promotional materials and print collateral. For more information and resources regarding the publicity of your grant, please visit www.coloradohealth.org/communicating-about-your-grant.

Without further notice to or consent from Grantee, The Colorado Health Foundation may include information regarding this Agreement and/or Grant, the amount and purpose of the Grant and photographs, logo or trademark, and other published/printed information or materials (provided by Grantee) and its activities, on The Colorado Health Foundation's communications channels, such as blog posts, newsletters, press releases, website and social media.

11. Colorado Charitable Solicitations Act

Grantee represents that it is aware of and in compliance with the Colorado Charitable Solicitations Act governing fundraising in Colorado.

12. Right to Modify or Revoke

The Colorado Health Foundation reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any Grant funds if, in The Colorado Health Foundation's sole judgment, such action is necessary or prudent: (1) because the Grantee has not fully complied with the terms and conditions of this Agreement; (2) to protect the purpose and objectives of this Agreement or any other charitable interest of The Colorado Health Foundation; or (3) to comply with the requirements of any law or regulation applicable to Grantee, The Colorado Health Foundation, or this Grant.

13. Termination

The Colorado Health Foundation's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Grantee.

In addition to its right of revocation under Paragraph 12 above, The Colorado Health Foundation may terminate this Agreement at any time by giving Grantee at least 30 days of written notice. Upon termination of this agreement for any reason, all payments by The Colorado Health Foundation to Grantee shall cease at such time as may be determined by The Colorado Health Foundation.

Termination or revocation of this Agreement by The Colorado Health Foundation will not terminate Grantee's obligations under this Agreement with respect to Grant funds expended or otherwise not returned to The Colorado Health Foundation. Grantee's obligations under Paragraphs 6, 8, 10 and 17 shall also survive termination of this Agreement.

14. Special Conditions and Reporting

Grantee will submit reports to The Colorado Health Foundation according to the reporting schedule set forth on page one of this Agreement.

The Colorado Health Foundation requires grantees to share any public opinion research conducted with foundation funds. Public opinion research includes both qualitative and quantitative methods to learn about the thoughts, perceptions, or beliefs of the general public, including but not limited to focus groups, ethnography, online surveys, and telephone polling. Grantees should plan to share the results of this research, including findings and reports, with the foundation. The Colorado Health Foundation will not share the research without permission from the grantee.

15. Amendment

This Agreement may be amended, supplemented or extended only by written communication signed by The Colorado Health Foundation.

16. No Partnership Agency or Third Party Beneficiaries

Nothing contained in this Agreement shall create or be deemed to create a partnership or agency between The Colorado Health Foundation and Grantee and nothing contained in this Agreement shall be deemed to give rise to any rights or benefits to third parties not a party to this Agreement.

17. Intellectual Property

(a) Grantee represents and warrants that it owns or has the right to use all intellectual property that will be employed by Grantee or its agents in the performance of this Agreement, including without limitation, Grantee's obligations under subsection (c) below.

(b) All works and matters created or discovered through the performance of this Agreement, including but not limited to, implementation methodologies, best

practices guides and training curricula (the "Work"), are owned by the Grantee provided, however, that the Work may be used by Grantee only in furtherance of charitable purposes (i.e., activities recognized by the IRS as charitable and not resulting in "unrelated business taxable income" as defined in Section 512 of the Code), unless otherwise agreed in writing by The Colorado Health Foundation.

(c) Grantee hereby grants to The Colorado Health Foundation a nonexclusive, irrevocable, perpetual, worldwide, fully transferable, royalty-free license to (i) the Work, to make, use, sell, license to others, reproduce, create derivative works of, publish, republish, distribute, perform and display the Work in any current or future form and for any purpose in furtherance of charitable purposes, and (ii) any other intellectual property incorporated into or used in connection with the Work to the extent reasonably necessary to enable The Colorado Health Foundation to use and practice the licensed Work. The license herein granted to The Colorado Health Foundation shall vest without any further action on the part of Grantee. Without the prior written consent of The Colorado Health Foundation, Grantee will not enter into any agreement with a third party that would restrict Grantee's ability to perform its obligations under this subsection (c).

18. Release

Nothing contained herein, including the required reporting and review procedures, shall be construed as a warranty, representation, or approval by The Colorado Health Foundation that the services rendered by Grantee are adequately or properly rendered on either an individual or program-wide basis. Grantee shall have sole responsibility for all damages, costs, fines, attorneys' fees, or liabilities of any kind or nature arising from any claims, demands or suits resulting from the Grantee's performance or failure to perform under this Agreement.

19. Controlling Document

The terms and conditions of this Agreement shall be the controlling document between The Colorado Health Foundation and Grantee. All verbal communication, notes, minutes or other documentation of The Colorado Health Foundation shall be deemed merged into this Agreement. In making this Grant, The Colorado Health Foundation has relied on the information and representations submitted to The Colorado Health Foundation by Grantee and Grantee represents that all such information and representations are true and complete.

20. Future Funding

Grantee acknowledges that, except as expressly provided in this Agreement, The Colorado Health Foundation has no obligation to Grantee with respect to any additional or future funding.

21. Counterparts; Electronic Signature

This Agreement may be signed in multiple counterparts, which may be signed by the parties separately, but together shall constitute a single agreement. The counterparts of this Agreement may be executed and delivered by facsimile, email, other means of electronic transmission, or other electronic signature and shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

[Signature Page Follows]

Jennifer Chheang
Vice President, Community Investment and Impact
The Colorado Health Foundation

Date

The undersigned certify that they are duly authorized officers of Grantee and, as such, are authorized to accept this contract on behalf of Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this Agreement, and in connection with this Agreement to make, execute, and deliver on behalf of the Grantee all agreements, representations, receipts, reports, and other instruments of every kind.

ACCEPTED AND AGREED TO:

CEO/Executive Director of City of Pueblo (typed/printed name)

CEO/Executive Director (signature)

Date



December 5, 2024

Luann Martinez
Grant and Resource Development Administrator
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Dear Luann Martinez:

Congratulations on your recent grant award! This letter is in reference to the recent approval by The Colorado Health Foundation of the 12-month grant in the amount of \$545,457 for “Benedict Park Community Co-Created Outdoor Play Space.”

We appreciate your commitment to advancing health and health equity for all Coloradans, and look forward to supporting your efforts to achieve the results outlined in your proposal. We encourage you to read below for important information regarding your grant agreement, and what you can expect from us.

- Your grant agreement was sent electronically through DocuSign for review and execution. Please include your grant identification number, shown below, on all future correspondence with The Colorado Health Foundation. We intend to respond to email or phone inquiries within one business day. If one of our staff members is out of the office, you will receive a notification.
- Our goal is to provide a response to all grantee reports within 60 days of receiving the report. In our response, we will acknowledge and comment briefly on the progress of your work.
- We will continue to communicate internally at the Foundation with one another so that your interactions are well-coordinated.
- Once your grant agreement is finalized, we encourage you to share the news of your grant award with your network. There are a variety of ways to announce your grant award, including through news releases, articles, email and social media. Please visit our website, <https://coloradohealth.org/communicating-about-your-grant>, for guidance on communicating about your grant award. This includes information on how to reference The Colorado Health Foundation, as well as guidance on logo usage, press releases, quotes and social media. If you have any additional questions on communicating about your grant, please contact your assigned program officer or reach us by email at funding@coloradohealth.org or by phone at 303-953-3600.

If at any time you have any questions regarding this grant, please contact your program officer, Charles Reese, at 303-953-3600 or creese@coloradohealth.org.

We are grateful to play a small part in the important work you do, and wish you continued success.

In partnership,

Jennifer Chheang
Vice President, Community Investment and Impact

Grant ID: 31947



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND FALCON BROADBAND, LLC., A COLORADO LIMITED LIABILITY COMPANY DBA, STRATUS IQ

SUMMARY:

The Ordinance will approve a license agreement with Falcon Broadband, LLC., a Colorado Limited Liability Company, dba Stratus IQ which grants it a nonexclusive license to place telecommunications cable and ancillary facilities within the streets and right of ways of the City of Pueblo in order that the company may operate within the City of Pueblo as a telecommunications or broadband provider. The license agreement preserves, to the extent permitted under existing laws, the City's authority to manage its streets and right of ways for the benefit of the public without discrimination between telecommunications and broadband providers.

PREVIOUS COUNCIL ACTION:

The City of Pueblo has previously approved identical or substantially similar license agreements with other qualifying telecommunication and broadband providers in the past.

BACKGROUND:

As a qualified broadband or telecommunications service provider, Falcon Broadband, LLC. dba Stratus IQ, has requested a license from the City of Pueblo for installation of a fiber network within the City of Pueblo.

FINANCIAL IMPLICATIONS:

Falcon Broadband, LLC., and its customers will pay the City of Pueblo applicable sales and use tax fees, E911 fees, and occupation taxes.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Pursuant to federal and state law, the City of Pueblo is prohibited from discriminating among or granting preferences to competing telecommunication providers in the issuance of licenses and from creating or erecting any unreasonable requirements for entry to the City of Pueblo's right of ways. As such, the City of Pueblo alternatives are limited to proposing amendments to the proposed license agreement that are consistent with the foregoing limitations.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. License Agreement StratusIQ - City of Pueblo

ORDINANCE NO.

AN ORDINANCE APPROVING A LICENSE AGREEMENT
BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL
CORPORATION, AND FALCON BROADBAND, LLC., A
COLORADO LIMITED LIABILITY COMPANY DBA, STRATUS IQ

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

SECTION 1.

The License Agreement between the City of Pueblo, a Colorado Municipal Corporation and Falcon Broadband, LLC., a Colorado Limited Liability Company, dba Stratus IQ, a copy of which is attached hereto, having been approved as to form by the City of Pueblo Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the License Agreement in the name of the City of Pueblo, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

LICENSE AGREEMENT

This **LICENSE AGREEMENT** ("License Agreement") is entered into this 3rd day of December, 2024 (the "Effective Date"), by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City"), and Falcon Broadband, LLC D/B/A Stratus IQ (hereinafter referred to as "Licensee"). Licensee and City may sometimes be referred to in this License Agreement individually as a "party" or collectively as the "parties."

WITNESSETH

WHEREAS, the City is a Colorado home rule city organized and existing under and by virtue of Article XX of the Colorado Constitution and possesses plenary power and authority over the use and occupation of the public rights of way within its corporate boundaries; and

WHEREAS, Licensee represents and warrants: (a) that it is a "Broadband provider" as that term is defined under Colorado and federal law, including, but not limited to, §38-5.5-102(3), C.R.S., or a "telecommunications provider" as that term is defined under Colorado and federal law, including, but not limited to, §38-5.5-102(9), C.R.S and 47 U.S.C. § 153(51); and (b) that it operates within the geographical boundaries of the City of Pueblo; and

WHEREAS, Licensee provides its telecommunications and/or Broadband services to customers over a network owned, controlled, or leased by Licensee which lines are authorized pursuant to franchise, license agreement, or revocable permit; and

WHEREAS, Licensee may wish to install telecommunications and/or Broadband facilities upon or within certain public rights of way within the corporate boundaries of the City in order to provide telecommunications and/or Broadband services; and

WHEREAS, City is authorized under the constitution and laws of the State of Colorado to grant consent to telecommunications and/or Broadband providers to occupy the public rights of way for such purposes; provided, however, the same shall not be nor constitute the granting of a local franchise under Article 16 of the City's Charter nor shall same ever become or ripen into any franchise; and

WHEREAS, the City and Licensee have agreed to be bound by the terms and conditions set forth herein which shall govern Licensee's use of the public rights of way.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the terms, conditions, and mutual promises set forth herein, the parties agree as follows:

ARTICLE I - DEFINITIONS

As used in this License Agreement, the following terms, phrases, and words shall be ascribed the following meanings, unless the context indicates otherwise. As used in this License Agreement, the word "shall" is mandatory, and the word "may" is permissive. Words not defined herein shall be given their common and ordinary meanings, consistent with the context in which such words are used and the purposes of this License Agreement.

1. "Telecommunications Act" shall mean the Telecommunications Act of 1996 (47 U.S.C. §151, et seq.), as amended.

2. (a) "Facilities" means all physical components of the Licensee used to provide telecommunications and/or Broadband services which are located, or to become located pursuant to this License Agreement, within the City and are reasonably necessary, useful, or convenient to provide telecommunications and/or Broadband services within the territorial boundaries of the City, including, without limitation, poles, wires, cables, pipes, underground conduits, ducts, manholes, vaults, fiber optic cables and devices, switches, equipment boxes and sheds, and other structures and appurtenances. This term shall also include any Facilities which were installed under any prior License Agreement between the City and Licensee.

(b) "Leased Facilities" means all physical components used by Licensee to provide telecommunications and/or Broadband services which are leased to Licensee by third parties who are authorized by separate instruments to maintain same within Rights of Way within the City.

3. "Account" shall mean each telephone, telecommunications and/or Broadband access line or twisted pair equivalent provided by or on behalf of Licensee, if Licensee provides any type of local exchange service, at a customer's premises over which the customer may send or receive any telephone, telegraph, fax, data, video, or other similar telecommunications and/or Broadband signals; except that "Account" shall not include any customer line used solely for receipt of cable television programming. Provision of a T1 or DS1 line furnished by Licensee to a customer which is connected to switched access service or local exchange service shall be counted as twenty-four (24) accounts; provision of a T3/DS3 shall be counted as six hundred seventy-two (672) accounts.

4. "Jurisdiction" shall mean (a) within the corporate boundaries of the City of Pueblo as now or hereafter constituted, (b) at, upon, under, or across the Pueblo Municipal Airport ("Airport") and Pueblo Municipal Airport Industrial Park ("Industrial Park"), and (c) all highways, streets, roads, and other rights of way between and connecting the City of Pueblo and the Airport and/or Industrial Park where Facilities are located.

5. "Rights of Way" shall mean City streets, roads, alleys, sidewalk areas, and other dedicated rights of way within the Jurisdiction, together with dedicated utility easements within the Jurisdiction and easements deeded to the City for utility purposes, and including state highways and highways which are part of the federal interstate highway system. The term shall not include any other property owned or leased by the City for other public use including, without limitation, City parks and open spaces.

6. "PMC" shall mean the Pueblo Municipal Code, as amended, and as same may be amended in the future.

7. "Wireless Communications Facility" or "WCF" means a facility used to provide personal wireless services as defined at 47 U.S.C. Section 332 (c)(7)(C); or wireless information services provided to the public or to such classes of users as to be effectively available directly to the public via licensed or unlicensed frequencies; or wireless utility monitoring and control services.

ARTICLE II - CONDITIONAL CONSENT GRANTED

1. Subject to Licensee's compliance at all times with all of the terms and conditions of this License Agreement, all of the ordinances referenced herein, all applicable local, state, and federal laws, and further subject to the City's lawful exercise of its police power (including, but not limited to, zoning, subdivision, permit, and building code requirements) and the City's prior and superior right to usage for municipal purposes, the City hereby grants to Licensee, insofar as it has or may have the requisite power and authority to do so, a non-exclusive license to make reasonable use of the Rights of Way to construct, install, operate, and maintain Licensee's Facilities in, through, over, above, and along the City's Rights-of-Way within the City to and for the benefit of the City and the inhabitants of the City; provided, however, that with respect to state highways, Licensee must separately obtain consent from the Colorado Department of Transportation. This License Agreement shall extend to all areas of the City as it is now constituted, and to additional areas as the City may increase in size by annexation or otherwise.

2. The license granted herein to make reasonable use of the Rights of Way shall not be deemed to be a franchise, nor an exclusive license or right, and the City reserves the right to make or grant a similar use of the Rights of Way to any other person or persons, including one or more other telecommunications providers.

3. The City retains the following rights in regard to this license:

(a) To revoke the license and consent hereby granted for misuse, non-use, or failure of Licensee to comply with the provisions hereof;

(b) To use, control, and regulate the use of the City streets, roads, easements, other public places, and the Rights of Way, and the space above and beneath the same; and

(c) To require the removal or relocation of any of the Facilities from the Rights of Way if necessary or desirable, in the sole but reasonable judgment of the City, for any public or municipal purpose or project.

4. The license granted herein to make reasonable use of the Rights of Way shall not be deemed to grant authorization to construct or operate Wireless Communications Facilities.

Authorization to utilize the Rights of Way for Wireless Communications Facilities must be obtained through separate authorization specifically permitting the use of the Rights of Way for Wireless Communications Facilities.

ARTICLE III - SCOPE

The license and consent granted by this License Agreement confer only the right to make reasonable use of the Rights of Way for Licensee's provision of telecommunications and/or Broadband services, and it is expressly understood and agreed to by Licensee that Licensee shall not operate a private telecommunications network, Wireless Communications Facilities, nor operate as a "cable operator" as that term is defined under federal law (47 U.S.C. §522(5)), nor shall it provide or offer to provide "cable services" as that term is defined under federal law (47 U.S.C. §522(6)), without proper local, state and federal authorization, as required by law.

ARTICLE IV - OCCUPATION TAX & E911 SURCHARGES

1. To the extent Licensee operates as a local exchange provider, as defined by §40-15-102(18), C.R.S. and/or as an interexchange provider, as defined by §40-15-102(11), C.R.S. the following provisions shall apply:

(a) Licensee understands and acknowledges that City had heretofore adopted Ordinance No. 4267 in December 1976 imposing upon all telecommunications utilities operating within the City, and effective January 1, 1977, an occupation tax as stated in said Ordinance. In its provision of local exchange services, whether directly or through resale, Licensee agrees to be bound by and comply with said Ordinance, including payment of the tax in an amount equal to six dollars (\$6.00) per annum for each Account, payable quarterly in equal installments. In providing local exchange services, Licensee hereby expressly agrees that it is and constitutes a telephone utility within the meaning of Ordinance No. 4267 and Licensee irrevocably waives and relinquishes any right it has or may have to claim or assert that said Ordinance is invalid under law or should not be applied to Licensee, including, without limitation, any claim that said Ordinance violates any provision of state law or the Telecommunications Act.

(b) The City has by Ordinance No. 9864 imposed an emergency telephone charge ("E911 Charge") of one dollar seventy-two cents (\$1.72) per month per exchange access facility, wireless communications access, and interconnected voice-over-internet-protocol service provided within the Jurisdiction, as authorized by §29-11-100.5, et seq., C.R.S. Licensee agrees to collect the E911 Charge from its customers and promptly remit the same monthly E911 Charge to the City as provided by §29-11-103(1), C.R.S.

ARTICLE V - SALES AND USE TAXES

1. Licensee agrees to obtain a sales and use tax license from the City and to comply with all provisions of Title XIV of the Pueblo Municipal Code relating to sales and use taxes.

2. Licensee acknowledges and agrees that to the extent Licensee sells telecommunications services to customers within the City, including the provision of interstate telephone access service and interlata access service, such service is taxable by the City pursuant to §14-4-61(3), PMC, and Licensee shall collect such taxes from its customers and promptly remit same to the City in accordance with Title XIV, PMC.

ARTICLE VI - USE OF RIGHTS OF WAY

1. Facilities shall be located, installed, and maintained so that none of the Facilities endanger the lives, health, or safety of persons, or interfere with any public improvements the City or other governmental entities (including any stormwater, sanitary sewer, or water utilities or enterprises) have in place or may deem proper to make, nor shall the location, installation or maintenance of the Facilities hinder or obstruct the use of the streets or other public ways for their public purposes, including, but not limited to, vehicular and pedestrian traffic. All Facilities shall be so located as to cause minimum interference with the rights and reasonable convenience of property owners of property which adjoins any Right of Way.

2. Prior to the commencement of construction of any portion of its telecommunications system within the City (other than Leased Facilities), Licensee shall furnish to the City the general schematic plans for its Facilities, including system route maps, renderings of equipment boxes and structures, engineering, traffic control, and landscaping plans. In addition, the Licensee shall assess and report on the impact of its proposed construction on the City environment. Such plans and reports may be reviewed by the City to ensure, (a) that all applicable laws including building and zoning codes and air and water pollution regulations are complied with, (b) that aesthetic and good planning principles have been given due consideration, and (c) that adverse impact on the environment has been minimized. The Licensee shall comply with all regulatory requirements of the City lawfully binding on the Licensee and shall incorporate all other reasonable changes to its plans requested by the City.

3. Not less than thirty (30) days prior to construction of any Facilities within the Rights of Way at any specific location, Licensee shall furnish the City's Director of Public Works with detailed plans for such Facilities including detailed location drawings and final architectural, engineering, traffic control, and landscaping plans. Prior to commencing construction, Licensee shall: (a) obtain written approval of the Director of Public Works of the construction plans, (b) procure appropriate excavation permits pursuant to Chapter 6 of Title XII, PMC, and permits required by Chapter 3 of Title XII, PMC, or permits required pursuant to any similar ordinance adopted by City in the future, (c) pay all fees associated with such permits, and (d) comply with all requirements of said Chapters 3 and 6 of Title XII, the terms of said permits, and the City's Standard Construction Specifications and Standard Details adopted March 28, 2005, or as subsequently revised.

4. All construction, excavation, maintenance, and repair work done by Licensee shall

be done in a workmanlike and expeditious manner that minimizes the inconvenience to the City, the general public, and individuals. Licensee shall be liable for any damage to the City or City-owned property caused by Licensee's failure to act in a timely manner. All such construction, excavation, maintenance, and repair work done by Licensee shall comply with all applicable codes of the City and the State of Colorado, and Licensee shall be responsible for obtaining all applicable permits and licenses. The City shall have the right to inspect all construction or excavation work to ensure compliance with applicable codes and permits, and may order Licensee to perform corrective work. All public and private property disturbed by Licensee's activities shall be promptly restored by Licensee at its expense to substantially its former condition, subject to inspection by the City's Director of Public Works or their designee and compliance by Licensee with reasonable remedial action required by said official pursuant to the inspection. Licensee shall be liable to the City for the full cost of restoring any public property not promptly remedied by Licensee as required by said official.

5. The installation, maintenance, renovation, and replacement of Facilities by Licensee shall be subject to regulation by the City including as to (a) the location of Facilities in or upon the streets, alleys, and dedicated easements, (b) the disturbance and reconstruction of pavement, sidewalks, and surface of streets, alleys, dedicated easements, and driveways, (c) the timing and scheduling of work, and (d) the temporary closure of portions of streets and alleys. All Facilities shall be designed and installed so as to cause a minimal amount of interference with public property, water mains, sewer mains, electric and natural gas facilities, street lights, traffic signals, and all other municipal or authorized public use of the Rights of Way. The City's Director of Public Works may direct and require Licensee to locate its Facilities within a defined telecommunications corridor within any street or other Right of Way or otherwise at a specific location to minimize interference with other facilities or utilities. Licensee shall install and maintain its Facilities in such manner as to minimize interference with trees, natural features, and vegetation. Whenever feasible, Licensee shall enter into pole-sharing and conduit-sharing agreements with third parties in order to co-locate its wires and cables upon poles or within the conduit of other telecommunications providers or utilities.

6. Licensee shall, upon reasonable notice of not less than sixty (60) days, and at its sole cost and expense, remove, locate, and relocate its Facilities in, on, over, or under any Rights of Way in such manner as the City may at any time require for the purpose of facilitating the construction, reconstruction, maintenance, repair, or change in grade of any street, sidewalk, public improvement, or City project, or for the purpose of promoting the efficient operation of any such public improvement or project, or for the purpose of facilitating the vacation and/or redevelopment of Right of Way by the City. In the event Licensee fails to act within a reasonably allocated time, the City may cause Licensee's Facilities to be relocated, and Licensee shall be liable to the City for the costs thereof. In the event the City causes Licensee's facilities to be relocated, the City shall be held harmless for any damages incurred to Licensee's Facilities during such relocation. Licensee may request an extension of time to relocate facilities due to the inability to relocate its Facilities due to the actions or inactions of a third party which is unaffiliated with Licensee and not under contract with or under the control of Licensee. Such request for extension shall not be

unreasonably withheld by the City.

7. Except where specifically authorized by the Director of Public Works of the City, all of Licensee's Facilities located within Rights of Way shall be located underground. In locations where wires or cables of franchisees of the City or of authorized local exchange carriers are presently located above-ground, the Director of Public Works will allow Licensee's Facilities to also be located above-ground unless he has specific reasons for not allowing above-ground installation at such location. Thereafter, and notwithstanding that any such authorization had been given, should the City subsequently determine for any area of the City that telephone or telecommunications wires, cable television cables, or electric utility wires located above ground shall be relocated underground, Licensee shall, upon reasonable notice, at its sole cost and expense, relocate its Facilities below ground in cooperation with other affected interests. In the event that Licensee fails to act within a reasonable allocated time the City may cause Licensee's Facilities to be relocated, and Licensee shall be liable to the City for the costs thereof. In the event the City causes Licensee's Facilities to be relocated, the City shall be held harmless for any damages incurred to Licensee's Facilities during such relocation.

8. After execution of this License Agreement, Licensee shall join and associate with the notification association of owners and operators of underground facilities in accordance with the requirements of Article 1.5 of Title 9, Colorado Revised Statutes. Prior to undertaking any excavation within the Rights of Way, Licensee shall comply with the notice requirements of said Article.

ARTICLE VII - ADDITIONAL CITY REGULATION

1. The City expressly reserves its right and duty to adopt, from time to time, in addition to the provisions herein contained, such charter provisions, ordinances, and rules and regulations as may be deemed necessary by the City to promote the health, safety, and welfare of its inhabitants and their property.

2. Notwithstanding anything in this License Agreement to the contrary, Licensee acknowledges that the City is planning to develop a new telecommunications policy which will be implemented through one or more ordinances or resolutions to be adopted by the City Council of the City, and/or through regulations to be adopted by Departments of the City. Licensee agrees that upon adoption of any such policy or regulations after the Effective Date, this License Agreement or any provision thereof may be unilaterally revoked or canceled by the City without cause and replaced with new terms and conditions which shall be made equally applicable within each class of Broadband or telecommunications provider operating within the City.

3. If, during the term of this License Agreement, the City is authorized pursuant to Colorado Law to collect compensation for use of the Rights of Way by telecommunications providers and the City enacts an ordinance concerning the use of Rights of Way which requires compensation for the use of the Rights of Way from any class of telecommunications providers on

a competitively neutral and nondiscriminatory basis within such class, then Licensee shall, in accordance with the terms of such ordinance, pay such compensation.

ARTICLE VIII - COORDINATION AND CONDUIT/POLE SHARING

1. In order to minimize disruption to vehicular traffic and inconvenience to the public, and to enable the limited width of Rights of Way to be apportioned among all utilities, telecommunications providers, and other interests needing to locate or maintain facilities in the Rights of Way for the benefit of the public, it is imperative that pole sharing and conduit sharing be encouraged to the greatest extent possible. In furtherance of such purposes, Licensee agrees that it shall reasonably cooperate with the City, authorized utilities, and other local exchange carriers in placing conduit within the Rights of Way and in sharing unused space within underground conduits owned by Licensee, and upon poles or other above-ground facilities owned by Licensee.

2. Whenever the Licensee intends to install new underground conduit or replace existing underground conduit in a build greater than five hundred (500) feet in length, Licensee shall, whenever feasible, provide the City and all utilities, cable television franchisees, and local exchange carriers authorized to use the Rights of Way, with sixty (60) days advance written notice in order to permit the additional contemporaneous installation of conduit by the City, and such utilities, cable television franchisees, authorized telecommunications providers, and local exchange carriers. If the City desires additional conduit installed, it will so notify the Licensee and the City shall be responsible for the additional incremental expense of installing such additional conduit. If a utility, cable television franchisee, authorized telecommunications provider, or local exchange carrier desires additional conduit installed, it will so notify the Licensee in writing at least ten (10) days prior to the proposed construction date, and such party requesting the additional conduit shall be responsible for a pro-rata expense of installing such additional conduit. This Section is intended to maximize the coordination of facilities located within rights of way, and is not intended to govern routine connections of customers to an installed network not involving significant line extension or other excavations of limited scope.

3. Notwithstanding anything to the contrary in Section 2 of this Article VIII, in order to minimize disruption to the public and enable use of the public rights of way for public purposes, in connection with any installation of underground conduit by Licensee, the City may request Licensee to install one additional conduit for exclusive use by the City for public and municipal purposes. In any such case, Licensee shall install the conduit as requested and the City shall reimburse Licensee only for the cost of the conduit and associated handholes and pull boxes for the conduit, and for the additional incremental expense of installing such additional conduit, handholes, and pullboxes.

ARTICLE IX - INDEMNIFICATION

1. Licensee shall install, construct, maintain, and operate its telecommunications and/or Broadband system in a reasonable manner and shall use commercially reasonable efforts to

provide reasonable protection against injury or damage to any and all persons or property. Licensee agrees to indemnify, defend, and hold the City harmless from all claims, costs, demands, suits, reasonable expert witness and attorneys' fees, court costs, and other reasonable costs of defense and judgments to the extent the same arise from, in whole or in part, Licensee's negligent acts or omissions or failure to comply with the provisions of this License Agreement, and from all damages or penalties to the extent arising out of the installation, construction, operation, or maintenance of Licensee's telecommunications and/or Broadband system, whether or not any act or omission complained of is authorized, allowed, or prohibited by this License Agreement, except to the extent such damages or penalties result from the negligent acts or omissions or intentional or willful and wanton misconduct of the City. The City shall not be liable for, and Licensee shall indemnify, defend, and hold the City harmless from all costs, damages, and claims to the extent arising from or relating to delay by Licensee in performing its obligations hereunder, for any cause whatsoever, except for the negligent acts or omissions or intentional or willful and wanton misconduct of the City, other users of the Rights of Way, or a force majeure event.

2. The City shall provide prompt written notice to the Licensee of the pendency of any claim or action against the City arising out of the operations of the Licensee, the exercise by the Licensee of its rights under this License Agreement or the performance thereof by the Licensee. Licensee shall have sole control over the defense, investigation, and all negotiations for the compromise or settlement of any such claims; however, Licensee shall not enter into any compromise or settlement which imposes any obligation or liability on the City without the prior written consent of the City. The City shall provide Licensee with all reasonable cooperation, information, and assistance in connection with the claim; provided, however, that failure by the City to provide prompt notice of a claim; grant such sole control; and/or provide such cooperation, information and assistance shall not relieve Licensee of its obligations under this Article IX, except to the extent that the City is materially prejudiced by such failure. In the event that Licensee fails to timely assume the defense of any such claim which has been properly and promptly tendered to Licensee. Licensee also hereby agrees to pay all reasonable expenses of the City incurred by the City in defending itself with regard to any such damages, claims, or penalties, including all out-of-pocket expenses, reasonable attorneys' fees, and the reasonable value of any services rendered by the City Attorney, his assistants, or any employees of the City (collectively "Expenses"), but shall not be required to pay for any Expenses that are in excess of any settlement or compromise which was rejected by the City. Nothing herein shall limit the Licensee's obligation of full indemnification under this License Agreement.

ARTICLE X - INSURANCE

Prior to the commencement of any installation of Facilities under this License Agreement, Licensee shall procure and thereafter continuously maintain, for as long as this License Agreement remains in effect, at Licensee's expense, Commercial General Liability ("CGL") insurance written on ISO form CG 00 01 01 96, or a substitute form providing equivalent coverage, with a limit of not less than \$2 Million per occurrence, covering liability arising from premises, operations,

independent contractors, personal injury, products completed operations, and liability assumed under an insured contract, on an occurrence basis. Under the terms of the required CGL policy, this License Agreement shall be defined as an insured contract. The policy shall identify the City as an additional insured, shall contain a waiver of right of subrogation against the City and shall have all necessary endorsements to provide coverage without exclusion for explosion, collapse, and underground property damage hazards. A certificate of insurance shall be filed with the City's Director of Finance prior to commencement of installation of Facilities, which evidences compliance with the policy requirements stated above and provides for thirty (30) days prior written notice to the City prior to cancellation or material change of any insurance referred to therein. In the event the certificate states that it confers no rights upon the certificate holder, the City may require Licensee to furnish a complete copy of the policy including all declarations and endorsements.

ARTICLE XI - TERM

Unless sooner terminated as provided herein, the term of this License Agreement shall be for a period of five (5) years from and after the date of the Agreement. The parties may mutually agree in writing to renew this Agreement at expiration of the initial term.

ARTICLE XII - REMEDIES, TERMINATION, REMOVAL

1. In the event of any breach of the terms of this License Agreement by Licensee, the City shall have the right to obtain one or more of the following remedies, which are expressly agreed to be cumulative, and the exercise of any one (1) or more of them shall not be dependent upon the exercise of any other remedy, nor does the exercise of any one (1) or more of them constitute any bar or limitation to the exercise of any other: (a) specific performance or injunctive relief, (b) monetary damages, and (c) termination. In the event the City is required to commence an action to enforce its rights under this License Agreement or to obtain remedies provided above and the party which substantially prevails therein, shall be entitled to recover its costs, including reasonable attorneys' fees and expert witness fees.

2. Before terminating this License Agreement for cause on account of any default by Licensee, the City shall provide Licensee with written notice of the default and afford Licensee a reasonable period of not less than thirty (30) days in which to cure the default.

3. In the event Licensee abandons the telecommunications or Broadband system installed under the terms of this License Agreement or a certain part thereof or fails to use it for a period of one (1) year, or in the event the term of this License Agreement expires, or this License Agreement is terminated or is canceled for any reason, then Licensee shall remove its telecommunications or Broadband system, or the abandoned portions thereof in the case of a partial abandonment, at its expense. As an alternative to removal, if mutually agreed to by Licensee and the City, the ownership of the telecommunications or Broadband system (or abandoned portions) may be transferred to the City, in which event, all obligations and liabilities of Licensee under this

License Agreement in connection with the portion of the telecommunications or Broadband system so transferred to the City shall terminate.

4. Licensee may cancel this License Agreement at any time, as described below, upon ninety (90) days' written notice to the City, subject to the indemnification requirements of this License Agreement, the removal provisions set forth in Section 3 of this Article XII above, and any other provisions that survive the termination of this License Agreement.

ARTICLE XIII - NOTICES

Except as otherwise provided herein, notice under this License Agreement shall be deemed sufficient if provided in writing and mailed by US certified mail, return receipt requested, or delivered by a nationally recognized courier, and shall be deemed effective upon actual receipt or refusal of delivery, and shall be addressed to the respective party as follows:

If to the City: Mayor
1 City Hall Pl.
Pueblo, CO 81003

with a copy to: Director of Public Works
211 E. "D" Street
Pueblo, CO 81003

If to Licensee:

with a copy to:

ARTICLE XIV - EFFECT OF MORE FAVORABLE LICENSE AGREEMENTS

In the event that any wireline telecommunications provider offering telecommunications services, other than cable services, for a fee to the public, or to such classes of users as to be effectively available to the public is granted consent to use the City's Rights of Way pursuant to terms and conditions which, if applied to Licensee, would be more favorable than those included herein, Licensee shall notify the City of such terms and conditions and Licensee shall have the option to renegotiate with the City with respect to such terms and conditions.

ARTICLE XV - SUCCESSORS AND ASSIGNS

Licensee may sell, transfer, lease, or assign this License Agreement or its rights under this License Agreement, in whole or in part, with prior thirty (30) days' written notice to the City if to:

(a) any entity controlling, controlled by, or under common control with Licensee; or (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization, or consolidation involving Licensee. This License Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. No provision of this License Agreement shall confer rights or benefits upon any person not a party hereto.

ARTICLE XVI - SIGNATURES

The persons signing this License Agreement on behalf of Licensee represent and warrant that such persons and Licensee have the requisite power and authority to enter into, execute and deliver this License Agreement and that this License Agreement is a valid and legally binding obligation of Licensee enforceable against Licensee in accordance with its terms. This License Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of such components together shall constitute one and the same instrument. This License 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.

ARTICLE XVII - FORCE MAJEURE

Neither party shall be liable for its failure to perform any of its obligations hereunder if such failure is caused by an Act of God, labor strike, fire, earthquake, power blackouts, pandemics, epidemics, or any other cause beyond its reasonable control and without its fault or negligence.

ARTICLE XVIII - LAWS GOVERNING/VENUE

This License Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and applicable federal law. Venue for any proceeding brought pursuant to this License Agreement shall be in the District Court located in Pueblo County, Colorado or the Federal District Court for the District of Colorado to the extent the dispute involves a federal question.

ARTICLE XIX - COUNTERPARTS; ELECTRONIC DISPOSITION

This Agreement may be executed in multiple counterparts, each of which constitutes an original hereof. Regardless of the number of counterparts, all shall constitute only one agreement.

In making proof of this License Agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all parties. Furthermore, the original of this License Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this License Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

ARTICLE XX - PUBLIC DISCLOSURE

The Licensee acknowledges that this License Agreement is public record within the meaning of the Colorado Open Records Act, C.R.S. § 24-72-200.1 *et seq.* as the same may be amended, and accordingly may be disclosed to the public.

ARTICLE XXI - AMENDMENT

This License Agreement may not be amended except pursuant to a written instrument signed by both parties.

ARTICLE XXII - OTHER RIGHTS OF WAY USERS

The parties understand and agree that the Licensor permits other persons and entities to install utility facilities in the PROW. In permitting such work to be done by others, the Licensor shall not be liable to Company for any damage caused by those persons or entities.

ARTICLE XXIII - ENTIRE AGREEMENT

This License Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties, and can be amended, supplemented, modified, or changed only by an agreement in writing which makes specific reference to this License Agreement and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, Licensee and the City have executed this License Agreement as of the Effective Date first above written and under the laws of the State of Colorado.

ATTEST:

City Clerk

[SEAL]

ATTEST:

Title: _____

CITY OF PUEBLO,
A Municipal Corporation

By: _____
Mayor

LICENSEE

Falcon Broadband, LLC
D/B/A Stratus IQ
A Colorado Limited Liability Company

By: *Ben Klay*

Title: *President & GM*



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 23, 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 MEMORANDUM OF UNDERSTANDING (MOU) AND AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT (CBA) BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 3 RELATING TO SICK LEAVE VERIFICATION

SUMMARY:

This memorandum of understanding is to create a more streamlined process for personnel to return to work.

PREVIOUS COUNCIL ACTION:

N/A

BACKGROUND:

N/A

FINANCIAL IMPLICATIONS:

N/A

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

None

RECOMMENDATION:

Approval of Ordinance

ATTACHMENTS:

1. MOU

ORDINANCE NO.

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) AND AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT (CBA) BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 3 RELATING TO SICK LEAVE VERIFICATION

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

SECTION 1.

The Memorandum of Understanding which provides for the amendment of the Collective Bargaining Agreement between the City of Pueblo and the International Association of Fire Fighters Local 3, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and enacted as an Ordinance.

SECTION 2.

The Mayor is authorized to execute and deliver the Memorandum of Understanding 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 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 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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is entered into this ___ day of _____, 2024 by and between Pueblo, a municipal corporation ("City") and the International Association of Fire Fighters Local No. 3 ("Union"). The City and Union shall be collectively referred to herein as "Parties".

WHEREAS, City and Union are parties to a collective bargaining agreement effective January 1, 2024, through December 31, 2025 ("Labor Agreement"); and

WHEREAS, the Union filed a Notice of Grievance dated November 20, 2023, and Intent to Arbitrate received February 26, 2024, relating to alleged violations of Article 28, Section 13 of the Labor Agreement (herein the "Grievance"); and

WHEREAS, the Parties desire to reach a full and final settlement of all matters arising out of the Grievance by amendment of the Labor Agreement in the manner and terms set forth herein.

NOW THEREFOR, in consideration of the foregoing recitals and the mutual covenants and agreements as herein set forth, the City and Union agree as follows:

1. Article 28, Section 13 of the Labor Agreement is amended to read as follows:

Section 13. A doctor's slip verifying that absence from work was required because of illness or disability and with a statement verifying the ability of the employee to return to work with or without restrictions on official physician office letter head or prescription pad signed by the connected medical provider, is required when the absence from work due to illness or disability results in the Fire Fighter requesting sick leave for his last scheduled work shift before a vacation or holiday leave, or requests sick leave on his first regularly scheduled work shift immediately after vacation or holiday leave. If any work restrictions exist, such restrictions must be clearly outlined with respect to impact, if any, on the employee's ability to perform the essential functions of the position to which the employee is assigned, for the Department to evaluate. Evidence of illness or injury and statement regarding ability to return to work with or without restrictions of the employee as described in this section must be provided to the Assistant Chief/Acting Assistant Chief prior to returning to duty.

2. This Agreement constitutes a full and final settlement of all claims raised in the Grievance.

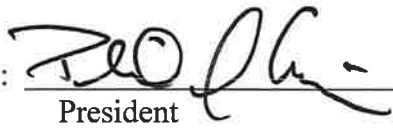
3. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute and deliver this Agreement on behalf of such party and that this Agreement is a valid and legally binding obligation of such party enforceable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

Executed in Pueblo, Colorado as of the date first above written.

CITY OF PUEBLO

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS LOCAL NO. 3

By: _____
Mayor

By: _____
President

ATTEST:

ATTEST:

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 23, 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 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Elizabeth Drake, Assistant City Attorney

SUBJECT: AN ORDINANCE AMENDING PUEBLO MUNICIPAL CODE SECTION 11-4.5-4 ANIMAL HOLDING PERIODS

SUMMARY:

Attached for consideration is a modification to Pueblo Municipal Code amending Section 11-4.5-4 to shorten the required holding period of stray animals under certain circumstances to better align with the state statute.

PREVIOUS COUNCIL ACTION:

In 2019 the then current version of Chapter 4.5 of Title XI of the PMC was revoked and a new version replaced it. The current version of this particular subsection has not changed since that time.

BACKGROUND:

In 2023 Pueblo's animal shelter handled over 4,800 cats, 2,700 dogs, and over 360 other animals such as birds and rabbits. Additionally, HSPPR supports citizens who have stepped up to become feral cat colony managers. A majority of the stray and feral cats have ringworm which creates an additional strain on resources to quarantine incoming cats and maintain the health of those in the facility.

Currently, PMC requires HSPPR to hold all stray animals for 5 business days to allow their owners to reclaim them. Therefore, animals cannot be adopted, transferred, fostered, or otherwise disposed until the expiration of the five days. This five-day holding requirement applies to animals with or without identification. The five-day holding period does not apply if the animal is in extreme pain or suffering, or the animal is determined to be unsafe.

HSPPR has requested the Code be modified to align with state statute. Colorado Revised Statutes §35-80-106.3 allows HSPPR to adopt, transfer, foster, or dispose of animals without identification (collar, tags, or microchip) after holding them for three

days if the shelter has no additional resources for such animal. This change will allow animals that have no clear identification to be dispositioned in the animal's best interest and reduce the strain on HSPPR's resources. Furthermore, it will specifically allow HSPPR to more adequately address the distinct needs of feral cat colonies and help alleviate pressure on feral cat colony managers.

FINANCIAL IMPLICATIONS:

This modification is anticipated to help reduce the strain of resources on our Animal Services.

BOARD/COMMISSION RECOMMENDATION:

Staff and HSPPR recommend adoption of the Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If City Council does not approve this Ordinance, HSPPR will maintain the current five-day hold time before disposing of a stray animal.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING PUEBLO MUNICIPAL CODE SECTION 11-4.5-4 ANIMAL HOLDING PERIODS

WHEREAS, the Pueblo Municipal Code currently includes in Section 11-4.5-4 a provision that allows for a shortened holding period to euthanize animals after 3 days if determined to be unsafe by the shelter supervisor and in compliance with Colorado Revised Statutes §35-80-106.3(1); and

WHEREAS, Humane Society of the Pikes Peak Region (HSPPR) is the contracted animal shelter for City; and

WHEREAS, there is an influx of stray cats at the Pueblo HSPPR shelter including the feral cat colony managers (PMC 11-4-51 et seq); and

WHEREAS, the Colorado Revised Statutes provides that the animal will be held for five (5) days unless the shelter supervisor determines that animals without identification, "the shelter has no additional resources for such pet animal or determines that such pet animal is dangerous."; and

WHEREAS, HSPPR would have to comply with the state law, and PMC should be similar to that statute to allow stray and feral cats to be released in a shorter period as determined appropriate by the shelter supervisor thus alleviating strain on their resources; NOW, THEREFORE,

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

SECTION 1.

Section 11-4.5-4 is hereby amended to read as follows:

Sec. 11-4.5-4. Animal holding periods.

(a) An animal received by the shelter as a stray with or without identification or whose owner has been identified shall be made available for owner reclamation for a period of five (5) business days, not including the date of reception and closed holidays. No stray animal shall be euthanized at any animal shelter prior to the expiration of this five-day period, except for:

(1) **[Pet] [a] Animals**, which in the opinion of a veterinarian or the animal shelter supervisor, are experiencing extreme pain or suffering may be disposed of immediately by the animal shelter through euthanasia after the animal shelter has exhausted reasonable efforts to contact the owner for up to twenty-four (24) hours; or

(2) Animals without identification, **including but not limited to a microchip or collar, [determined to be unsafe by the shelter supervisor, which may be euthanized in three (3) days] may be dispositioned at the discretion of the shelter supervisor in three (3) business days if such shelter supervisor determines the shelter has no additional resources for such animal or determines such animal is dangerous.**

(3) **Animals acquired from the owner or an authorized representative of the owner, shall become the property of the animal shelter upon acquisition and may be disposed of by and at the discretion of the animal shelter.**

(b) Animal shelters shall hold an animal that is healthy as long as necessary to facilitate

adoption, foster care, or transfer to another animal shelter or rescue organization that is an approved as a transfer partner.

(c) At any time, an animal taken in as a stray may be placed in foster care subject to the following:

(1) An animal transferred to foster care under this subsection remains subject to reclamation by its owner pursuant to Subsection (a).

(2) Documentation of an animal transferred to foster care under this subsection, including a photograph of the animal and relevant information pertaining to the animal's arrival and transfer, shall be maintained in physical or electronic form, reviewable by the public, at the animal shelter that originally received the animal or on the animal shelter website for a period of five (5) business days, not including the date of arrival and closed holidays.

(3) For a period of five (5) business days, not including the date of receipt and closed holidays, an owner of an animal transferred to foster care is entitled to reclaim the animal even if the animal is no longer physically in the animal shelter's custody. At the owner's discretion, the owner has the right to physically reclaim the animal at the animal shelter that originally received the animal.

(d) Before the euthanasia of any cat or dog the animal shelter shall:

(1) Unless there is evidence of cruelty or neglect, or the animal is unsafe, notify or make a reasonable attempt to notify by telephone or verifiable written or electronic communication any owner who surrendered the animal and who requested such notification and inform that person that the animal is scheduled to be euthanized.

(2) Unless there is evidence of cruelty or neglect, or the animal is unsafe, notify or make a reasonable attempt to notify by telephone or verifiable written or electronic communication any finder who surrendered the animal and who requested such notification and inform that person that the animal is scheduled to be euthanized.

(3) Give those notified under Subsections (d)(i) and (ii) possession of the animal to avoid the animal's death if they reclaim it within twenty-four (24) hours and pay subsequent fees.

(e) Nothing in Section 11-4.5-4(d)(1), (2) and (3) prevents an animal shelter from euthanizing an irremediably suffering animal, a dangerous animal, an unsafe animal, or a court-declared dangerous animal without delay, pursuant to and consistent with the requirements of C.R.S. § 35-80-106.3(1).

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 23, 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. 15868

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 23, 2024

BY: Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vince Petkosik
DEPUTY CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 23, 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 BESSEMER HISTORICAL SOCIETY, INC. DBA STEELWORKS CENTER OF THE WEST IN THE AMOUNT OF \$1,500 TO SPONSOR THE FACES OF COLORADO FUEL & IRON COMPANY (CF&I) FUNDRAISER AT THE PUEBLO CONVENTION CENTER ON SATURDAY, JANUARY 18, 2025

SUMMARY:

Attached for consideration is a request for support of Bessemer Historical Society, Inc. DBA Steelworks Center of the West in the amount of \$1,500 to sponsor the FACES of Colorado Fuel & Iron Company (CF&I) fundraiser at the Pueblo Convention Center on Saturday, January 18, 2025.

PREVIOUS COUNCIL ACTION:

Council supported this event for \$1,000 in 2023 and purchased tickets to the event totaling \$1,200 in 2022.

BACKGROUND:

City Council Member Sarah Martinez is requesting \$1,500 to sponsor the FACES of Colorado Fuel & Iron Company (CF&I) fundraiser at the Pueblo Convention Center on Saturday, January 18, 2025. The U.S. Secretary of the Interior designated the CF&I Administrative Complex a National Historic Landmark for the role the company played in the development of the American West in steelmaking, coal and coke production, and industrial and labor relations in the early twentieth century. The CF&I Administrative Complex becomes the 26th National Historic Landmark in Colorado.

The organization provides continuing education to the public through the preservation of historic archives, artifacts and buildings of CF&I, and related activities leading to the industrialization of the entire Western United States. The Steelworks Museum has been

open to the public since January of 2007 and includes exhibits, community space, gift shop and offers educational programming for all ages. The Steelworks Archives (with nationally recognized Colorado Fuel and Iron Company collection) has been processing historic records left by CF&I since 2003 and has served thousands of researchers, including scholars, students, professionals, government agencies, media producers, family historians and lifelong learners, from around the country, and globe as well as providing materials used within the Steelworks Museum.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$1,500 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to Bessemer Historical Society, Inc. DBA Steelworks Center of the West.

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. Steelworks Center Faces of Steel Sponsorship Request
2. Colorado Secretary of State - Organization Record Confirmation Bessmer Historical Society pulled 12.04.24
3. 2024 Contingencies (Council) FACES of Steel event

RESOLUTION NO. 15869

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO BESSEMER HISTORICAL SOCIETY, INC. DBA STEELWORKS CENTER OF THE WEST IN THE AMOUNT OF \$1,500 TO SPONSOR THE FACES OF COLORADO FUEL & IRON COMPANY (CF&I) FUNDRAISER AT THE PUEBLO CONVENTION CENTER ON SATURDAY, JANUARY 18, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,500 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to Bessemer Historical Society, Inc. DBA Steelworks Center of the West to sponsor the FACES of Colorado Fuel & Iron Company (CF&I) fundraiser at the Pueblo Convention Center on Saturday, January 18, 2025.

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 23, 2024

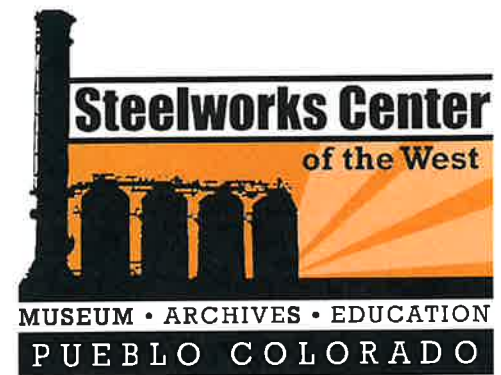
BY: Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Bliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Vince Petkosik
DEPUTY CITY CLERK

October 15, 2024

Mayor Heather Graham
City of Pueblo
1 City Hall Place
Pueblo, CO 81003



Dear Mayor Graham,

Bessemer Historical Society, Inc. (DBA the Steelworks Center of the West) is preparing for our annual "FACES of the Colorado Fuel & Iron Company (CF&I)" fundraiser slated for Saturday, January 18, 2025. In addition to honoring the 2025 CF&I Hall of Fame inductees, the event will host a silent auction.

The U.S. Secretary of the Interior designated the CF&I Administrative Complex a National Historic Landmark for the role the company played in the development of the American West in steelmaking, coal and coke production, and industrial and labor relations in the early twentieth century. The CF&I Administrative Complex becomes the 26th National Historic Landmark in Colorado.

The organization provides continuing education to the public through the preservation of historic archives, artifacts and buildings of CF&I, and related activities leading to the industrialization of the entire Western United States. The Steelworks Museum has been open to the public since January of 2007 and includes exhibits, community space, gift shop and offers educational programming for all ages. The Steelworks Archives (with nationally recognized Colorado Fuel and Iron Company collection) has been processing historic records left by CF&I since 2003 and has served thousands of researchers, including scholars, students, professionals, government agencies, media producers, family historians and lifelong learners, from around the country, and globe as well as providing materials used within the Steelworks Museum.

At Steelworks Center of the West, we greatly value each and every donation we receive from our supporters. With this in mind, we are seeking a corporate sponsorship for the 2025 FACES of CF&I Fundraiser. Community sponsors are the primary source of funding for this event and a sponsorship from City of Pueblo will help ensure its success.

There are several levels of sponsorship to choose from. Sponsorship opportunities for the 2025 FACES of CF&I Fundraiser are listed on the accompanying page.

If you have any questions, please don't hesitate to contact me. Thank you in advance for your consideration of our request and supporting our mission. We will be following up with a telephone call soon.

Sincerely,

Christina Trujillo
Executive Director

FACES of CF&I
Saturday, January 18, 2025
Pueblo Convention Center
320 Central Main Street
Pueblo, CO 81003

\$5,000 Sponsor

- Full-page color advertisement in event program.
- Verbal recognition from the stage.
- Banner by the silent auction.
- Name recognition on table.
- Logo predominately placed on all marketing materials for the event; i.e. press releases, postcards, posters, social media posts, etc.
- Logo link featured on Steelworks Center of the West website for 12-months.
- Inclusion on social media.
- 20 complimentary tickets to the event.
- 20 complimentary tickets for Steelworks Museum admission.
- Acknowledgement in slide show with advertisement.

\$2,500 Sponsor

- 1/2-page color advertisement in event program.
- Name recognition on table.
- Logo on all marketing materials for the event; i.e. press releases, postcards, posters, social media posts, etc.
- Logo link featured on Steelworks Center of the West website for 12-months.
- 2x spotlight on Steelworks Center of the West's social media.
- 16 complimentary tickets to the event.
- 16 complimentary tickets for Steelworks Museum admission.
- Acknowledgement in slide show with advertisement.

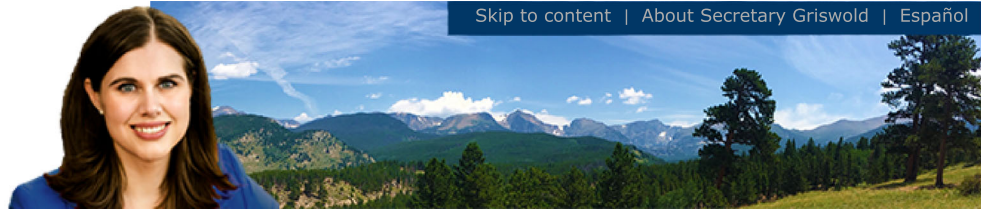
\$1,000 Table Sponsor

- 1/4-page color advertisement in event program.
- Name recognition on table.
- Logo link featured on Steelworks Center of the West's website for 12-months.
- 10 complimentary tickets to the event.
- 6 complimentary tickets for Steelworks Museum admission.

\$250 Donor

- Business name listed on event program
- 4 complimentary tickets for Steelworks Museum admission.

Please email your company artwork to christina.trujillo@steelworks.us



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Organization Record Confirmation

Review and select "Confirm" if this entity is the correct business organization.

ID Number:	20001121096
Name:	BESSEMER HISTORICAL SOCIETY, INC.
Principal Street Address:	215 Canal St, Pueblo, CO, 81004, US
Principal Mailing Address:	
Registered Agent:	Bessemer Historical Society, Inc.
Registered Agent Street Address:	215 Canal St, Pueblo, CO, 81004, US
Registered Agent Mailing Address:	215 Canal St, Pueblo, CO, 81004, US
Status:	Good Standing
Form:	Nonprofit Corporation
Jurisdiction:	CO
Formation Date:	2000-06-19

[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
12/24/24	Steelworks Center of the West FACES of Steel Event	\$ 1,500.00		\$ 18,745.00
				\$ 18,745.00



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: 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. 10860

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 December 09, 2024.

Final adoption of Ordinance by City Council on December 23, 2024.

DocuSigned by:

B7A4F81823AB462...

President of City Council

Action by the Mayor:

- ☒ Approved on 12/26/2024 | 1:48 PM MST.
- ☐ Disapproved on _____ based on the following objections:

Signed by: 

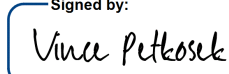
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Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

Signed by: 

330F90D300E24F8...
Deputy 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: _____	

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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.

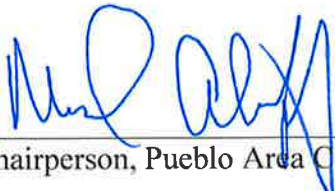
SECTION 2:

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. 10861

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 December 09, 2024.

Final adoption of Ordinance by City Council on December 23, 2024.

DocuSigned by:

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President of City Council

Action by the Mayor:

- ☒ Approved on 12/26/2024 | 1:50 PM MST.
- ☐ Disapproved on based on the following objections:

Signed by:

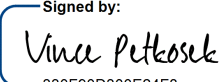
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Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

Signed by:

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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. 10862

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.

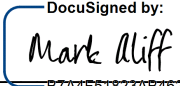
SECTION 5.

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 December 09, 2024.

Final adoption of Ordinance by City Council on December 23, 2024.

DocuSigned by:

B7A4F51823AB462

President of City Council

Action by the Mayor:

- ☒ Approved on 12/26/2024 | 1:50 PM MST.
- ☐ Disapproved on _____ based on the following objections:

Signed by:

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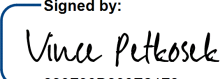
Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

Signed by:

330F90D300E24F8...

Deputy 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. 10863

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.

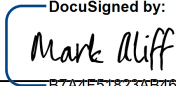
SECTION 4.

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 December 09, 2024.

Final adoption of Ordinance by City Council on December 23, 2024.

DocuSigned by:

B7A4F51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 12/26/2024 | 1:51 PM MST.

☐ Disapproved on _____ based on the following objections:

Signed by:

3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

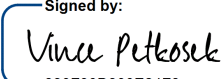
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST

Signed by:

330F90D300E24F8...

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 ~~(viiah)~~ 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 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 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 Urban Renewal Authority, for the purpose for 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 of 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 within the 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. 10864

AN ORDINANCE ACCEPTING AN EASEMENT AND RIGHT OF WAY FROM THE 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 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 and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

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

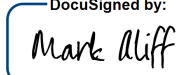
SECTION 4.

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 December 09, 2024.

Final adoption of Ordinance by City Council on December 23, 2024.

DocuSigned by:

B7A4F51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 12/26/2024 | 1:51 PM 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

Signed by: 
330F90D300E24F6...

Deputy 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

COUNTY OF PUEBLO)
) ss.
STATE OF COLORADO)

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

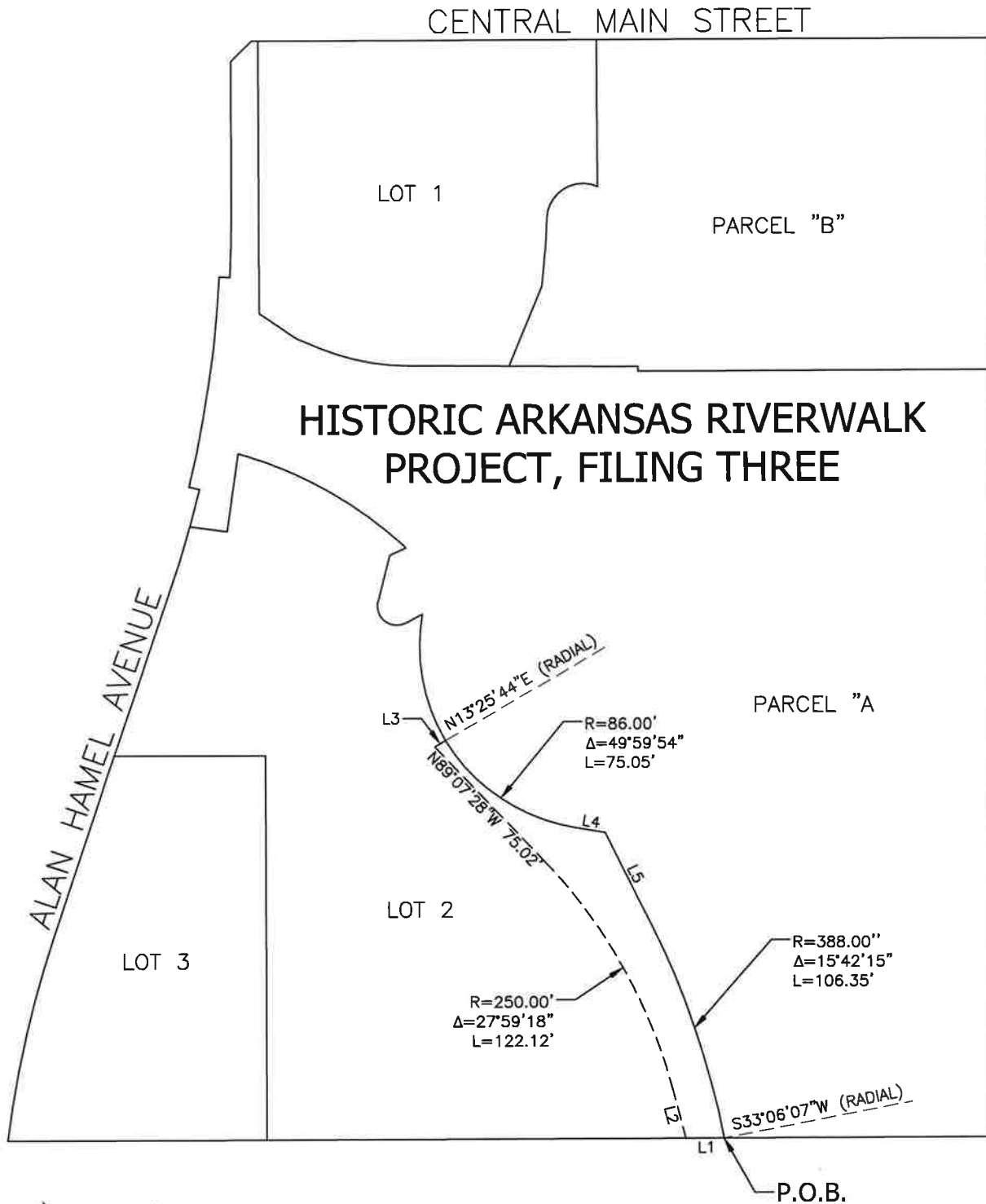
Exhibit "A"

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. 10865

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 December 09, 2024.

Final adoption of Ordinance by City Council on December 23, 2024.

DocuSigned by:

E7A4F51823AB462

President of City Council

Action by the Mayor:

- ☒ Approved on 12/26/2024 | 1:48 PM MST.
- ☐ Disapproved on _____ based on the following objections:

Signed by: 

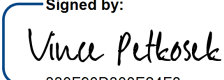
Mayor 3A85950B7BCA46Z...

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

Signed by: 

Deputy City Clerk 330F90D300E24F8...

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: 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. 10866

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.

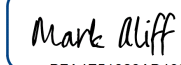
SECTION 4.

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 December 09, 2024.

Final adoption of Ordinance by City Council on December 23, 2024.

DocuSigned by:

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President of City Council

Action by the Mayor:

- ☒ Approved on 12/26/2024 | 1:47 PM MST.
- ☐ Disapproved on _____ based on the following objections:

Signed by:

3A85950B7BCA462...

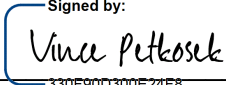
Mayor

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

Signed by:

330F90D300E24F8...

Deputy 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. 10867

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 December 09, 2024.

Final adoption of Ordinance by City Council on December 23, 2024.

DocuSigned by:

B7A4F51623AB462...

President of City Council

Action by the Mayor:

☐ Approved on 12/26/2024 | 1:46 PM 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

Signed by:

330F90D300E24F8...

Deputy City Clerk

City of Pueblo
Department of Aviation
T-Hangar Lease Agreement

This T-Hangar Lease Agreement ("Lease") entered into this 1st day of January, 2025 ("Effective Date"), between the City of Pueblo, a Municipal Corporation ("Lessor" or "City"), and **Daniel J. Ramos** whose address is 510 Floyd Lane, Pueblo, Colorado 81005 ("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 **31501 Bryan Circle Unit A**, a t-hangar, located at Airport for the use of storing an aircraft, **tail number 9440B**, 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 \$265.00 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. The amount of rent the Lessee pays will be adjusted based upon the consumer price index for all urban consumers, CPI-U (all items 1982-1984 = 100). The rent shall be adjusted on the 5th anniversary of the commencement date of this lease and each five (5) year increment thereafter. The rent will be increased by a percentage equal to the

percentage increase in the CPI-U for the preceding 5-year period over the comparable CPI-U for the first month of said 5-year period. If there is no percentage increase in the CPI-U for any preceding 5-year period, the rent will remain the same as the preceding 5-year period for the next -year period. In no event will rent decrease based on CPI-U.

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, 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:

Daniel J. Ramos

LESSOR:

City of Pueblo, A Municipal Corporation

By: _____
Heather Graham, 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 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. 10868

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 December 09, 2024.

Final adoption of Ordinance by City Council on December 23, 2024.

DocuSigned by:
Mark Bliff
B7A4F51823AB462...

President of City Council

Action by the Mayor:

- ☒ Approved on 12/26/2024 | 1:46 PM 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

Signed by:
Vince Petkosek
330F90D300E24F8...

Deputy City Clerk

City of Pueblo
Department of Aviation
T-Hangar Lease Agreement

This T-Hangar Lease Agreement ("Lease") entered into this 1st day of January, 2025 ("Effective Date"), between the City of Pueblo, a Municipal Corporation ("Lessor" or "City"), and **Michael R. Cook**, whose address is P.O. Box 115, Rye, Colorado 81069 ("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 **31501 Bryan Circle Unit B**, a t-hangar, located at Airport for the use of storing an aircraft, **tail number 20767**, 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 \$265.00 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. The amount of rent the Lessee pays will be adjusted based upon the consumer price index for all urban consumers, CPI-U (all items 1982-1984 = 100). The rent shall be adjusted on the 5th anniversary of the commencement date of this lease and each five (5) year increment thereafter. The rent will be increased by a percentage equal to the

percentage increase in the CPI-U for the preceding 5-year period over the comparable CPI-U for the first month of said 5-year period. If there is no percentage increase in the CPI-U for any preceding 5-year period, the rent will remain the same as the preceding 5-year period for the next -year period. In no event will rent decrease based on CPI-U.

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, 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:

Michael R. Cook

LESSOR:

City of Pueblo, A Municipal Corporation

By: _____
Heather Graham, 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. 10869

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 December 09, 2024.

Final adoption of Ordinance by City Council on December 23, 2024.

DocuSigned by:
Mark Aliff
B7A4F51823AB402...

President of City Council

Action by the Mayor:

- ☒ Approved on 12/26/2024 | 1:46 PM MST.
- ☐ Disapproved on _____ based on the following objections:

Signed by:

SA85950B7BCA402...

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

Signed by:
Vince Petkosik
330F90D300E24F8...

Deputy City Clerk

City of Pueblo
Department of Aviation
T-Hangar Lease Agreement

This T-Hangar Lease Agreement ("Lease") entered into this 1st day of January, 2025 ("Effective Date"), between the City of Pueblo, a Municipal Corporation ("Lessor" or "City"), and **Philip Smith**, whose address is 31806 Road 4, Copeland, Kansas 67837 ("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 **31501 Bryan Circle Unit C**, a t-hangar, located at Airport for the use of storing an aircraft, **tail number 2997C**, 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 \$265.00 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. The amount of rent the Lessee pays will be adjusted based upon the consumer price index for all urban consumers, CPI-U (all items 1982-1984 = 100). The rent shall be adjusted on the 5th anniversary of the commencement date of this lease and each five (5) year increment thereafter. The rent will be increased by a percentage equal to the

percentage increase in the CPI-U for the preceding 5-year period over the comparable CPI-U for the first month of said 5-year period. If there is no percentage increase in the CPI-U for any preceding 5-year period, the rent will remain the same as the preceding 5-year period for the next -year period. In no event will rent decrease based on CPI-U.

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, 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:

Philip Smith

LESSOR:

City of Pueblo, A Municipal Corporation

By: _____
Heather Graham, 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 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. 10870

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.

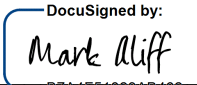
SECTION 3.

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 December 09, 2024.

Final adoption of Ordinance by City Council on December 23, 2024.

DocuSigned by:

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President of City Council

Action by the Mayor:

- ☒ Approved on 12/26/2024 | 1:46 PM MST.
- ☐ Disapproved on _____ based on the following objections:

Signed by:

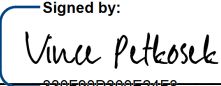
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Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

330F90D300E24F8...

Deputy City Clerk

City of Pueblo
Department of Aviation
T-Hangar Lease Agreement

This T-Hangar Lease Agreement ("Lease") entered into this 1st day of January, 2025 ("Effective Date"), between the City of Pueblo, a Municipal Corporation ("Lessor" or "City"), and **Kristian Narveson**, whose address is 1118 E Paramount Dr, Pueblo West, CO 81007 ("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 **31501 Bryan Circle Unit D**, a t-hangar, located at Airport for the use of storing an aircraft, **tail number 8237P**, 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 \$265.00 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. The amount of rent the Lessee pays will be adjusted based upon the consumer price index for all urban consumers, CPI-U (all items 1982-1984 = 100). The rent shall be adjusted on the 5th anniversary of the commencement date of this lease and each five (5) year increment thereafter. The rent will be increased by a percentage equal to the

percentage increase in the CPI-U for the preceding 5-year period over the comparable CPI-U for the first month of said 5-year period. If there is no percentage increase in the CPI-U for any preceding 5-year period, the rent will remain the same as the preceding 5-year period for the next -year period. In no event will rent decrease based on CPI-U.

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, 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:

Kristian Narveson

LESSOR:

City of Pueblo, A Municipal Corporation

By: _____
Heather Graham, 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 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. 10871

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 December 09, 2024.

Final adoption of Ordinance by City Council on December 23, 2024.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...

President of City Council

Action by the Mayor:

- ☒ Approved on 12/26/2024 | 1:46 PM 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

Signed by:
Vince Petkosek
330F90D300E24F8...

Deputy City Clerk

City of Pueblo
Department of Aviation
T-Hangar Lease Agreement

This T-Hangar Lease Agreement ("Lease") entered into this 1st day of January, 2025 ("Effective Date"), between the City of Pueblo, a Municipal Corporation ("Lessor" or "City"), and **Anthony W. Wodishek & Mark A. Wodishek**, whose address is 1419 22nd Ln, Pueblo, CO 81006 ("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 **31501 Bryan Circle Unit F**, a t-hangar, located at Airport for the use of storing an aircraft, **tail number 80612**, 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 \$265.00 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. The amount of rent the Lessee pays will be adjusted based upon the consumer price index for all urban consumers, CPI-U (all items 1982-1984 = 100). The rent shall be adjusted on the 5th anniversary of the commencement date of this lease and each five

(5) year increment thereafter. The rent will be increased by a percentage equal to the percentage increase in the CPI-U for the preceding 5-year period over the comparable CPI-U for the first month of said 5-year period. If there is no percentage increase in the CPI-U for any preceding 5-year period, the rent will remain the same as the preceding 5-year period for the next -year period. In no event will rent decrease based on CPI-U.

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, 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:

Anthony W. Wodishek

Mark A. Wodishek

LESSOR:

City of Pueblo, A Municipal Corporation

By: _____
Heather Graham, 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 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. 10872

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 December 09, 2024.

Final adoption of Ordinance by City Council on December 23, 2024.

DocuSigned by:
Mark Iliff
B7A4E51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 12/26/2024 | 1:46 PM MST.

☐ Disapproved on based on the following objections:

Signed by:

3A85950676CA482...
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
Signed by:
Vince Petkosek
330F90D300E24F6...
Deputy City Clerk

City of Pueblo
Department of Aviation
T-Hangar Lease Agreement

This T-Hangar Lease Agreement ("Lease") entered into this 1st day of January, 2025 ("Effective Date"), between the City of Pueblo, a Municipal Corporation ("Lessor" or "City"), and **Kenneth Sharp**, whose address is 2701 E. 4th, Pueblo, CO 81001 ("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 **31501 Bryan Circle Unit G**, a t-hangar, located at Airport for the use of storing an aircraft, **tail number 34259**, 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 \$265.00 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. The amount of rent the Lessee pays will be adjusted based upon the consumer price index for all urban consumers, CPI-U (all items 1982-1984 = 100). The rent shall be adjusted on the 5th anniversary of the commencement date of this lease and each five (5) year increment thereafter. The rent will be increased by a percentage equal to the

percentage increase in the CPI-U for the preceding 5-year period over the comparable CPI-U for the first month of said 5-year period. If there is no percentage increase in the CPI-U for any preceding 5-year period, the rent will remain the same as the preceding 5-year period for the next -year period. In no event will rent decrease based on CPI-U.

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, 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:

Kenneth Sharp

LESSOR:

City of Pueblo, A Municipal Corporation

By: _____
Heather Graham, 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 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. 10873

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 December 09, 2024.

Final adoption of Ordinance by City Council on December 23, 2024.

DocuSigned by:
Mark Kliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

- ☒ Approved on 12/26/2024 | 1:46 PM 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

Signed by:
Vince Petkosek
330F90D300E24F8...
Deputy City Clerk

City of Pueblo
Department of Aviation
T-Hangar Lease Agreement

This T-Hangar Lease Agreement ("Lease") entered into this 1st day of January, 2025 ("Effective Date"), between the City of Pueblo, a Municipal Corporation ("Lessor" or "City"), and **Michael R. Cook**, whose address is P.O. Box 115, Rye, Colorado 81069 ("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 **31501 Bryan Circle Unit H**, a t-hangar, located at Airport for the use of storing an aircraft, **tail number 6910A**, 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 \$265.00 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. The amount of rent the Lessee pays will be adjusted based upon the consumer price index for all urban consumers, CPI-U (all items 1982-1984 = 100). The rent shall be adjusted on the 5th anniversary of the commencement date of this lease and each five (5) year increment thereafter. The rent will be increased by a percentage equal to the

percentage increase in the CPI-U for the preceding 5-year period over the comparable CPI-U for the first month of said 5-year period. If there is no percentage increase in the CPI-U for any preceding 5-year period, the rent will remain the same as the preceding 5-year period for the next -year period. In no event will rent decrease based on CPI-U.

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:

Michael R. Cook

LESSOR:

City of Pueblo, A Municipal Corporation

By: _____
Heather Graham, 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 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. 10874

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 December 09, 2024.

Final adoption of Ordinance by City Council on December 23, 2024.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 12/26/2024 | 1:46 PM MST.

☐ Disapproved on _____ based on the following objections:

Signed by:

3A85950B7BCA482...

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST
Signed by:
Vince Petkosek
330F90D300E24F8...

Deputy City Clerk

City of Pueblo
Department of Aviation
T-Hangar Lease Agreement

This T-Hangar Lease Agreement ("Lease") entered into this 1st day of January, 2025 ("Effective Date"), between the City of Pueblo, a Municipal Corporation ("Lessor" or "City"), and **Michael Carter**, whose address is 32911 Daniel Road, Pueblo, Colorado 81006 ("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 **31501 Bryan Circle Unit I**, a t-hangar, located at Airport for the use of storing an aircraft, **tail number 8406H**, 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 \$265.00 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. The amount of rent the Lessee pays will be adjusted based upon the consumer price index for all urban consumers, CPI-U (all items 1982-1984 = 100). The rent shall be adjusted on the 5th anniversary of the commencement date of this lease and each five (5) year increment thereafter. The rent will be increased by a percentage equal to the

percentage increase in the CPI-U for the preceding 5-year period over the comparable CPI-U for the first month of said 5-year period. If there is no percentage increase in the CPI-U for any preceding 5-year period, the rent will remain the same as the preceding 5-year period for the next -year period. In no event will rent decrease based on CPI-U.

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, 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:

Michael Carter

LESSOR:

City of Pueblo, A Municipal Corporation

By: _____
Heather Graham, 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: 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. 10875

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 December 09, 2024.

Final adoption of Ordinance by City Council on December 23, 2024.

DocuSigned by:

B7A4F51823AB462

President of City Council

Action by the Mayor:

- ☒ Approved on 12/26/2024 | 1:38 PM MST.
- ☐ Disapproved on _____ based on the following objections:

Signed by: 
3A85950B7BCA462...

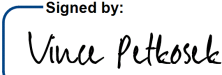
Mayor

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

Signed by: 
330F90D300E24F8...

Deputy 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

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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. 10876

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 December 09, 2024.

Final adoption of Ordinance by City Council on December 23, 2024.

DocuSigned by:

Mark Aliff

B7A4F51823AB402...

President of City Council

Action by the Mayor:

- ☒ Approved on 12/26/2024 | 1:38 PM MST
- ☐ Disapproved on _____ based on the following objections:

Signed by: 
3A85950B7BCA462...

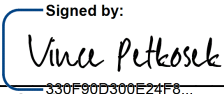
Mayor

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

Signed by: 
330F90D300E24F6...

Deputy City Clerk

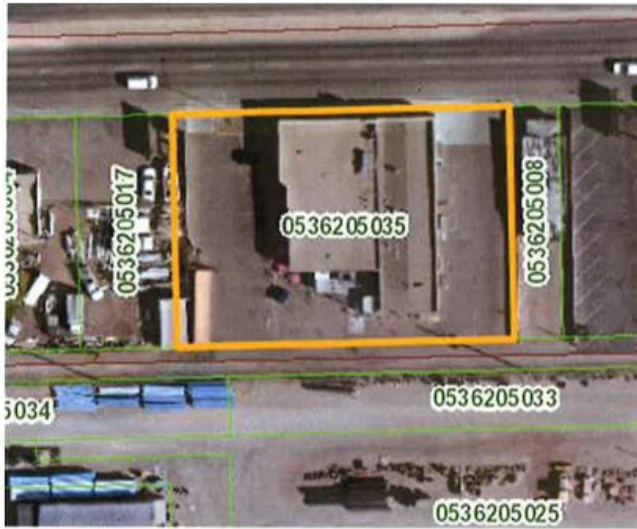
Parcel 05-362-05-035

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

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CASE NUMBER: Z-24-19

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October 29, 2024

PUEBLO PLANNING & ZONING COMMISSION

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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
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