



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

**MONDAY, JULY 8, 2024  
7:00 PM**

***Individuals Requiring Special Accommodations Should Notify the City's ADA Coordinator at (719) 553-2295 by Noon on the Friday Preceding the Meeting.***

- A. CALL TO ORDER** President Mark Aliff
- B. INVOCATION** Pastor Tim Miessler, Calvary Church of Pueblo
- C. PLEDGE OF ALLEGIANCE**
- D. ROLL CALL**
- E. SPECIAL RECOGNITIONS**
- F. PUBLIC FORUM**
- G. COUNCIL MEMBER AND MAYOR COMMENTARY**
- H. REVIEW OF AGENDA**

**I. APPROVAL OF AGENDA**

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

**J. READING AND APPROVAL OF MINUTES**

*Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated June 24, 2024, as distributed.*

J1 City Council Minutes 062424

**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 setting forth \$800,000 for contingencies for the construction contract to H.W. Houston Construction, for Project No. 23-048A, Construction of Boathouse and Channel

Extension for Historic Arkansas Riverwalk of Pueblo Phase IV (HARP Phase IV), and authorizing the Purchasing Agent to execute same

- M2 A Resolution authorizing funds in an amount up to but not to exceed \$250,000.00 from the Black Hills Energy Underground Utility Fund to be expended for the purpose of relocating overhead electric facilities underground with respect to the Fire Station #6 Project
- M3 A Resolution authorizing the transfer of funds totaling \$262,343.67 in the amounts of \$2,267.12 from Project No. CD1710, \$716.00 from Project No. CD1713, \$5,039.97 from Project No. CD1809, \$6,308.97 from Project No. CD1910, \$6,316.24 from Project No. CD1914, \$15,000.00 from Project No. CD2008, \$8,500.00 from Project No. CD2108, \$2,591.60 from Project No. CD2112, \$30,490.86 from Project No. CD2113, \$34,571.56 from Project No. CD2114, \$14,954.22 from Project No. CD2210, \$3,460.83 from Project No. CD2217, \$87,107.18 from Project No. CD2308, \$45,019.12 from Project No. CD2309 to Project No. CD2310 and authorizing expenditure thereof for ADA infrastructure improvements along Bonforte Boulevard
- M4 A Resolution approving Contract Amendment No. 1 in the amount of \$4,592.88 to Cedar Ridge Landscape, Inc., for Project No. 24-022, Concrete Improvements - Lynda Lane and Northridge Drive, and authorizing the Purchasing Agent to execute same
- M5 A Resolution confirming the appointment by the Mayor of James Spitzer to serve a three-year term expiring July 1, 2027 on the Pueblo Memorial Airport Advisory Committee in the Commercial Service Operator position
- M6 A Resolution confirming the appointment by the Mayor of Christopher Bratnick and Matthew Larimore to serve a four-year term expiring August 1, 2028, on the Honor Farm Enterprise Citizens Advisory Board
- M7 A Resolution confirming the appointment by the Mayor of Modesto Cartagena to serve a four-year term expiring August 1, 2028 on the Liquor and Beer Licensing Board
- M8 A Resolution confirming the appointment by the Mayor of Brett Boston to complete a one-year term expiring January 31, 2025, on the Pueblo Energy Advisory Commission, Pueblo Memorial Airport Advisory Committee, and Latino Chamber of Commerce Board
- M9 A Resolution amending the legislative procedures and rules of the Pueblo City Council by creating a policy regarding elected officials' electronic participation and duties of the City Clerk.
- M10 A Resolution confirming the appointment by the Mayor of Abel Chavez to serve a five-year term expiring July 1, 2029, on the Board of Health

## **N. ORDINANCES – FIRST PRESENTATION**

- N1 An Ordinance changing the street name of Vision Hills Parkway to Carl Sitter Parkway
- N2 An Ordinance changing the street name of Tobias T Avenue to William Crawford Avenue
- N3 An Ordinance changing the street name of Dockum Road to Warren Dockum Road
- N4 An Ordinance amending zoning restrictions to rezone 1.74-acres from PUD, Pikes Peak Park Planned Unit Development District to S-1, Government Use District generally located east of North Pueblo Boulevard and north of West 24<sup>th</sup> Street
- N5 An Ordinance approving the grant agreement between the City of Pueblo and Caring For Colorado Foundation for the DOTS program and acceptance of \$7,500 for project PS2401 and authorizing the may to execute the same

- N6 An Ordinance to close out project PST2202 and transfer all remaining funds into the Public Safety Sales Tax (PSST) fund operating budget so these funds can be used by the Pueblo Police Department to upfit other vehicles and fund other public safety projects
- N7 An Ordinance establishing Project Account CI2443 - Admin Offices Relocation Project; transferring, budgeting an appropriating funds from Project Account CI2426 - City Council and Department Relocation Project in the amount of \$2,000,000.00 into Project Account CI2443; approving, and authorizing the Mayor to execute a Contract to Buy and Sell Real Estate and between the City of Pueblo, a Colorado Municipal Corporation, and CK Investments, LLC, a Colorado limited liability company, for the purchase of property legally described as Lot 1, Block 1, Kessler Subdivision within the City of Pueblo
- N8 An Ordinance approving and authorizing the Mayor to sign a Subdivision Participation and Release Form with respect to the national opioids settlement reached with The Kroger Co.
- N9 An Ordinance amending Section 10, Chapter 4 of Title VI of the Pueblo Municipal Code Relating to the residency requirement for certain unclassified employees.

## **O. APPROVAL OF CONSENT AGENDA**

*I move to approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for July 22, 2024, and Order the Ordinances to be published BY TITLE.*

## **P. REGULAR AGENDA**

## **Q. RESOLUTIONS**

- Q1 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to American Cancer Society in the amount of \$1,500 to sponsor the Relay for Life on Saturday, September 14, 2024, at Runyon Field Sports Complex
- Q2 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to the Assistance League of Pueblo in the amount of \$2,000 to sponsor Operation School Bell and the Holiday Fashion Preview on Saturday, December 7, 2024, at the Pueblo Convention Center
- Q3 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to Mad Fresh Productions in the amount of \$2,000 to sponsor the 6th Annual Multicultural Festival at Mineral Palace Park on Saturday, October 5, 2024
- Q4 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to Pueblo Crisis Pregnancy Center, Inc. dba A Caring Pregnancy Center in the amount of \$1,500 to sponsor the Annual Fundraising Banquet at Pueblo Convention Center on Friday, September 6, 2024

## **R. ORDINANCES – FINAL PRESENTATION**

- R1 An Ordinance approving and accepting a 2023 Colorado Division of Criminal Justice, Office of Adult and Juvenile Assistance, Community Initiative to Reduce Violence Grant in the amount of \$131,660, ratifying the prior signature of the Mayor to execute the grant award letter and related documents, establishing project number CI2219, and budgeting and appropriating the grant funds of \$131,660 to said project - *Introduced June 24, 2024 by Councilor Dennis Flores*
- R2 An Ordinance approving an Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado by and through the Colorado Department of Transportation, relating to the operation and maintenance of certain state-owned drainage, irrigation, and landscaping improvements located on the east side of I-25

generally between E. 22nd Street and E. 26th Street, and approving the Mayor to execute the Intergovernmental Agreement on behalf of the City - *Introduced June 24, 2024 by Councilor Dennis Flores*

- R3 An Ordinance approving a memorandum of understanding between the City of Pueblo, the Colorado Department of Public Health and Environment to monitor for SARS-COV-2 and other pathogens of concern and authorizing the Mayor to execute same - *Introduced June 24, 2024 by Councilor Dennis Flores*
- R4 An Ordinance approving and accepting a 2024 High Intensity Drug Trafficking Areas (HIDTA) Program, sub-recipient award, and authorizing the Mayor to execute the statement of grant award letter and related documents - *Introduced June 24, 2024 by Councilor Dennis Flores*
- R5 An Ordinance calling a Special Municipal Election to be held on November 5, 2024, directing that the Special Municipal Election be conducted as part of a Coordinated Election, adopting for use at the Special Municipal Election the requirements and procedures of the Uniform Election Code of 1992 except to the extent the Uniform Election Code of 1992 conflicts with a specific provision of the Charter of the City of Pueblo, and suspending for such purposes the Pueblo Election Code and all Ordinances and Resolutions of the City in conflict therewith - *Introduced June 24, 2024 by Councilor Dennis Flores*
- R6 An Ordinance creating and reserving Sections 7-3-52 through 7-3-61 for future additions to the Pueblo Municipal Code and creating a new Article V containing Sections 7-3-62 through 7-3-72 of Chapter 3 of Title VII of the Pueblo Municipal Code regulating the use and management of shopping carts within the City - *Introduced June 10, 2024 by Councilor Regina Maestri*

#### **S. COUNCIL MEMBER CONFLICT OF INTEREST**

*Councilor Regina Maestri may ask to be excused from the meeting due to a conflict of interest with agenda item number T-1.*

#### **T. COMMUNICATIONS**

- T1 A Citizen Filed an Ethics Complaint against Councilor Regina Maestri

#### **U. ADJOURN**





**REGULAR CITY COUNCIL MEETING  
CITY COUNCIL CHAMBERS – CITY HALL  
#1 CITY HALL PLACE  
MONDAY, JUNE 24, 2024 - 7:00 PM  
MINUTES**

**A. CALL TO ORDER**

President Aliff called the meeting to order at 7:05 p.m.

**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.

**E. OATH OF OFFICE**

Councilor Brett Boston was sworn in as City Councilor At-Large

**F. SPECIAL RECOGNITIONS**

**F1 PROCLAMATION PRESENTATION: "CECILIA 'C.C.' WOOD DAY - JUNE 24, 2024" - CECILIA 'C.C.' WOOD, MISS PUEBLO COUNTY SCHOLARSHIP PAGEANT DIRECTOR**

**G. PUBLIC FORUM**

- Kathy Nicolls - The state of our City & Council
- Dave DeCenzo - Economic Growth
- Elvis Martinez - City Council/Crime Spree
- Marty Harvey - Taking pride in City
- Ken Danti - BHE Rate Request

- Velma Campbell - BHE Rate Request

## **H. COUNCIL MEMBER AND MAYOR COMMENTARY**

Mayor Graham congratulated new Councilor Brett Boston. She also informed Council of a July 2nd 10 a.m. tour of the tennis facility slated for renovation. End of year 2023 grants: 99 submitted, 46 denied, 53 awarded, totaling \$27M in funds for the City.

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

## **I. REVIEW AND APPROVAL OF AGENDA**

Councilor Martinez, seconded by Councilor Flores, moved to move M5 to the Regular Agenda, to continue R5 to the July 8, 2024 agenda, and approve the agenda 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.

## **J. READING AND APPROVAL OF MINUTES**

Councilor Martinez, seconded by Councilor Gomez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **June 10, 2024**, the Minutes of the Special Meeting dated **June 13, 2024**, and the Minutes of the Special Meeting dated **June 17, 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.

### **J1 CITY COUNCIL MEETING MINUTES JUNE 10, 2024**

### **J2 SPECIAL CITY COUNCIL MEETING MINUTES FOR JUNE 13, 2024**

### **J3 SPECIAL CITY COUNCIL MEETING MEETING JUNE 17, 2024**

## **K. CONSENT AGENDA**

## **L. COMMUNICATIONS**

## **M. RESOLUTIONS**

### **M1 A RESOLUTION AMENDING RESOLUTION NO. 15635, CHANGING THE AWARD AMOUNT OF THE CONSTRUCTION CONTRACT TO H.W. HOUSTON CONSTRUCTION, FOR PROJECT NO. 23-048A, CONSTRUCTION OF BOATHOUSE AND CHANNEL EXTENSION FOR HISTORIC ARKANSAS RIVERWALK OF PUEBLO PHASE IV (HARP PHASE IV), FROM \$14,244,873.00 TO \$14,246,653.00**

This Resolution was assigned as 15666.

### **M2 A RESOLUTION AWARDED AN AGREEMENT FOR PROFESSIONAL**

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

This Resolution was assigned as 15667.

- M3 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-14) TO THE HARP FOUNDATION, A COLORADO NONPROFIT CORPORATION, FOR THE USE OF ALAN HAMEL AVENUE BETWEEN SOUTH UNION AVENUE AND SANTA FE AVENUE AND MAIN STREET BETWEEN "D" STREET AND CITY CENTER DRIVE TO FACILITATE THEIR ANNUAL ROLLIN' 4TH OF JULY FIREWORKS CELEBRATION**

This Resolution was assigned as 15668.

- M4 A RESOLUTION CONFIRMING THE APPOINTMENTS BY THE MAYOR OF AMANDA MARASCOLA TO COMPLETE A FIVE-YEAR TERM EXPIRING JULY 1, 2027, IN THE PUBLIC HOUSING RESIDENT POSITION AND DAVID KOCHIS TO SERVE A FIVE-YEAR TERM EXPIRING JULY 1, 2029, ON THE HOUSING AUTHORITY OF THE CITY OF PUEBLO BOARD OF DIRECTORS**

This Resolution was assigned as 15669.

- M6 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ROBERT ESSER TO SERVE A FOUR-YEAR TERM EXPIRING JULY 1, 2028, ON THE RETAIL & MEDICAL MARIJUANA LICENSING AUTHORITY**

This Resolution was assigned as 15670.

**N. ORDINANCES – FIRST PRESENTATION**

- N1 AN ORDINANCE APPROVING AND ACCEPTING A 2023 COLORADO DIVISION OF CRIMINAL JUSTICE, OFFICE OF ADULT AND JUVENILE ASSISTANCE, COMMUNITY INITIATIVE TO REDUCE VIOLENCE GRANT IN THE AMOUNT OF \$131,660, RATIFYING THE PRIOR SIGNATURE OF THE MAYOR TO EXECUTE THE GRANT AWARD LETTER AND RELATED DOCUMENTS, ESTABLISHING PROJECT NUMBER CI2219, AND BUDGETING AND APPROPRIATING THE GRANT FUNDS OF \$131,660 TO SAID PROJECT**

- N2 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, RELATING TO THE OPERATION AND MAINTENANCE OF CERTAIN STATE-OWNED DRAINAGE, IRRIGATION, AND LANDSCAPING IMPROVEMENTS LOCATED ON THE EAST SIDE OF I-25 GENERALLY BETWEEN E. 22ND STREET AND E. 26TH STREET, AND APPROVING THE MAYOR TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT ON BEHALF OF THE CITY**

**N3 AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT TO MONITOR FOR SARS-COV-2 AND OTHER PATHOGENS OF CONCERN AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

**N4 AN ORDINANCE APPROVING AND ACCEPTING A 2024 HIGH INTENSITY DRUG TRAFFICKING AREAS (HIDTA) PROGRAM, SUB-RECIPIENT AWARD, AND AUTHORIZING THE MAYOR TO EXECUTE THE STATEMENT OF GRANT AWARD LETTER AND RELATED DOCUMENTS**

**N5 AN ORDINANCE CALLING A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, DIRECTING THAT THE SPECIAL MUNICIPAL ELECTION BE CONDUCTED AS PART OF A COORDINATED ELECTION, ADOPTING FOR USE AT THE SPECIAL MUNICIPAL ELECTION THE REQUIREMENTS AND PROCEDURES OF THE UNIFORM ELECTION CODE OF 1992 EXCEPT TO THE EXTENT THE UNIFORM ELECTION CODE OF 1992 CONFLICTS WITH A SPECIFIC PROVISION OF THE CHARTER OF THE CITY OF PUEBLO, AND SUSPENDING FOR SUCH PURPOSES THE PUEBLO ELECTION CODE AND ALL ORDINANCES AND RESOLUTIONS OF THE CITY IN CONFLICT THEREWITH**

**O. APPROVAL OF CONSENT AGENDA**

**P. REGULAR AGENDA**

**M5 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ABEL CHAVEZ TO SERVE A FIVE-YEAR TERM EXPIRING JULY 1, 2029, ON THE BOARD OF HEALTH**

This item was moved to the Regular Agenda.

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

Councilor Flores, seconded by Councilor Gomez, moved to postpone the Resolution to July 8, 2024.

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

**Q. RESOLUTIONS**

**Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO DIVERSIFIED INDUSTRIES, INC. IN THE AMOUNT OF \$1,250 TO SPONSOR THE PUEBLO DANCING WITH THE STARZ EVENT ON JULY 13, 2024, AT THE PUEBLO CONVENTION CENTER**

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

Councilor Maestri, 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 15671.

**Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO SPAY & NEUTER NOW! IN THE AMOUNT OF \$1,125.00 TO SPONSOR VOUCHERS FOR HOMELESS PET OWNERS**

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

Councilor Maestri, seconded by Councilor Flores, 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 15672.

**Q3 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO RMSER IN THE AMOUNT OF \$1,000 TO SPONSOR THE SUMMER YOUTH KICKBACK EVENTS: CREATING SAFE SPACES FOR PUEBLO'S YOUTH**

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

Councilor Martinez, seconded by Councilor Boston, 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 15673.

**Q4 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE COLORADO STATE FAIR FIESTA COMMITTEE IN THE AMOUNT OF \$500 TO SPONSOR THE NOCHE DE FIESTA ON AUGUST 3, 2024, AT THE PUEBLO CONVENTION CENTER**

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

Councilor Flores, seconded by Councilor Martinez, 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 15674.

**R. ORDINANCES – FINAL PRESENTATION**

**R1 AN ORDINANCE ACCEPTING AN AMENDMENT TO AIRPORT IMPROVEMENT GRANT NO. 3-08-0046-047-2022 FROM THE FEDERAL AVIATION ADMINISTRATION (FAA) ACTING FOR AND ON BEHALF OF THE UNITED STATES OF AMERICA ADDING \$31,059 FOR ADDITIONAL ENGINEERING AND DESIGN FOR THE REHABILITATION FOR RUNWAY 8R/26L, REMOVAL OF TAXIWAY A2, AND AIRPORT LIGHTING CONTROL MONITORING SYSTEM (ALCMS) REPLACEMENT, AND BUDGETING AND APPROPRIATING FUNDS TO PROJECT ACCOUNT AP2205**

A staff report and detailed review of the Ordinance was given by John Griggs, Airport Operations and Maintenance Supervisor.

**PUBLIC HEARING:**

Seeing no one 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 10727.

**R2 AN ORDINANCE APPROVING AND ACCEPTING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AERONAUTICS DIVISION GRANT NO. 24-PUB-01 FOR FUNDS IN THE AMOUNT OF \$12,796 FOR THE EAST APRON (NORTH) REHAB PROJECT DESIGN PHASE AND THE TAXILANE REHAB AND NEW T-HANGAR PROJECT DESIGN PHASE, AUTHORIZING THE MAYOR TO EXECUTE SAME, BUDGETING AND APPROPRIATING \$6,250 TO PROJECT NO. AP1804 – SOUTH T-HANGAR #1, AND ESTABLISHING PROJECT NO. AP2401 – EAST APRON (N) TAXILANE REHAB BUDGETING AND APPROPRIATING \$13,094 TO SAID PROJECT**

A staff report and detailed review of the Ordinance was given by John Griggs, Airport Operations and Maintenance Supervisor.

**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 10728.

**R3 AN ORDINANCE AMENDING TITLE XI, CHAPTER 4, OF THE PUEBLO MUNICIPAL CODE ABOLISHING THE REQUIREMENT THAT MINIATURE GOATS RESIDING IN THE CITY BE HORNLESS**

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

**PUBLIC HEARING:**

- Sandra Smith appeared in person to speak in favor of this ordinance
- Cindy Smith appeared in person to speak in favor of this ordinance

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

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

Roll Call - **Ayes:** 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 **10729.**

**R4 AN ORDINANCE AMENDING THE TITLE OF CHAPTER 3 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE FROM "SIGHT OBSTRUCTIONS AT INTERSECTIONS" TO "SIGHT OBSTRUCTIONS AND ENCROACHMENTS INTO THE PUBLIC RIGHT-OF-WAY"**

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

**PUBLIC HEARING:**

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

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

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

This Ordinance was assigned as **10730.**

**R5 AN ORDINANCE CREATING AND RESERVING SECTIONS 7-3-52 THROUGH 7-3-61 FOR FUTURE ADDITIONS TO THE PUEBLO MUNICIPAL CODE AND CREATING A NEW ARTICLE V CONTAINING SECTIONS 7-3-62 THROUGH 7-3-72 OF CHAPTER 3 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE REGULATING THE USE AND MANAGEMENT OF SHOPPING CARTS WITHIN THE CITY**

This item was continued to the July 8, 2024 agenda.

**R6 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, AND CROWLEY COUNTY RELATING TO MUTUAL AID IN THE PROVISIONS OF FIRE PROTECTION AND OTHER EMERGENCY SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

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 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 **10731**.

**R7 AN ORDINANCE APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO RELATING TO THE PARTICIPATION IN AND CONDUCT OF THE FEDERAL HOME INVESTMENT PARTNERSHIPS PROGRAM AND PROVIDING FOR THE EXECUTION THEREOF**

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

**PUBLIC HEARING:**

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

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

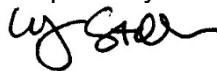
Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10732**.

**S. ADJOURN**

President Aliff adjourned the meeting at 8:39 p.m.

Respectfully submitted,



Marisa Stoller  
City Clerk





**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** July 8, 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 SETTING FORTH \$800,000 FOR CONTINGENCIES FOR THE CONSTRUCTION CONTRACT TO H.W. HOUSTON CONSTRUCTION, FOR PROJECT NO. 23-048A, CONSTRUCTION OF BOATHOUSE AND CHANNEL EXTENSION FOR HISTORIC ARKANSAS RIVERWALK OF PUEBLO PHASE IV (HARP PHASE IV), AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

**SUMMARY:**

Attached is a Resolution setting forth \$800,000 for contingencies for the construction contract to H.W. Houston Construction, LLC, for Project No. 23-048A, Construction of Boathouse and Channel Extension for Historic Arkansas Riverwalk of Pueblo Phase IV (HARP Phase IV).

**PREVIOUS COUNCIL ACTION:**

City Council previously approved on March 18, 2019, an Intergovernmental Agreement between the parties for the purpose of providing design and construction ready plans for the HARP Channel Extension and Boathouse Project.

On April 8, 2024, by Resolution No. 15591, City Council authorized the transfer of \$3,311,597.29 from the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund to Project Account ED2402 - HARP Channel Extension and Boathouse Project.

On April 8, 2024, by Resolution No. 15594, City Council accepted \$200,000 from the Pueblo Urban Renewal Authority to assist in the construction of the HARP Channel Extension and Boathouse Project.

On April 22, 2024, by Ordinance No. 10687, City Council approved an Intergovernmental Agreement between the City and Pueblo County and the HARP Authority, by which Pueblo County will pay to the City of Pueblo \$9,000,000 in 1A funds for the Construction of the HARP Channel Extension and Boathouse Project, accepted

the 1A funds from Pueblo County, established Project Account CI2432 and budgeted and appropriated funds to Project Account CI2432.

On April 22, 2024, by Ordinance No. 10688, City Council approved and accepted a grant in the amount of \$1,000,000.00 from the Colorado Department of Local Affairs ("DOLA"), transferred \$1,000,000.00 from the General Fund and budgeted and appropriated funds in the amount of \$2,000,000.00 to Project Account CI2432.

On April 22, 2024, by Ordinance No. 10689, City Council approved and authorized the Mayor to execute a Cooperation Agreement between the City of Pueblo and the HARP Authority relating to the construction of the HARP Channel and Riverwalk Extension Project.

On May 13, 2024, by Resolution No. 15635, City Council awarded a construction contract in the amount of \$14,244,873 to H.W. Houston Construction, LLC for Project No. 23-048A, Construction of Boathouse and Channel Extension for HARP Phase IV and set forth \$452,225 for contingencies.

On May 28, 2024, by Ordinance No. 10716, City Council rescinded Resolution No. 15594, accepting funds in the amount of \$200,000 from the Pueblo Urban Renewal Authority for the HARP Channel Extension and Boathouse Construction Project and budgeting and appropriating said funds to Project Account CI2432 - Const. HARP Extension and Boathouse.

On June 24, 2024, by Resolution No. 15666, City Council amended Resolution No. 15635, changing the award amount of the construction contract to H.W. Houston Construction, for Project 23-048A, HARP Phase IV, from \$14,244,873 to \$14,246,653.

On June 24, 2024, by Resolution No. 15667, City Council awarded an Agreement for Professional Consulting Services to Terracon Consultants, Inc. to render professional material testing, special inspection services and related services in the amount of \$49,470.00.

### **BACKGROUND:**

In November 2016, County voters passed Ballot Question 1A, which allows the County to collect, retain and spend all revenue from all sources notwithstanding the limitations of Article X, Section 20 of the Colorado Constitution ("TABOR") or other law and utilize revenues from expiring Tax Incentive Agreements ("TIA") in the amount of approximately \$66 million to fund an initial list of 20 specific community improvement Projects, and a list of Projects as modified or supplemented from time to time, now formally known as the Capital Improvement Program ("CIP"). The HARP Channel Extension and Boathouse Project was identified as a Project.

The design and construction plans contemplated by the previous IGA have been completed, bids reviewed, and a qualified contractor identified. The project consists of the demolition of the existing eastern channel terminus, construction of a new channel eastward to Santa Fe Drive, new and retrofitted utilities, paving and hardscapes, drainage, site electrical and lighting, landscape improvements as well as the

construction of a new two-story building. The two-story building will be used by HARP for boat and equipment storage, office space, and public gatherings.

On May 13, 2024, when City Council awarded the construction contract to H.W. Houston Construction and set forth contingencies in the amount of \$452,225.00, the City had not received the Intergovernmental Agreement for the \$1,000,000 grant award from Department of Local Affairs (DOLA). The funds from this grant could not be placed into the City Project Account CI2432 until the grant agreement was executed. Once the grant agreement was executed on June 21, 2024, the funds from the grant were available to the City.

A portion of the grant funds, \$800,000, are being used as contingency for the construction contract, approximately \$50,000 of the funds are being used for miscellaneous expenses such as Black Hills Energy and other utility fees, testing, advertising fees, etc.

**FINANCIAL IMPLICATIONS:**

Funding for the additional contingencies shall be paid from Project Account CI2432, Const. HARP Extension and Boathouse.

**BOARD/COMMISSION RECOMMENDATION**

None.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Denial of this resolution will cancel the additional amount of contingencies being added to the project, leaving the project with just over 3% contingency.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

None

RESOLUTION NO. 15675

A RESOLUTION SETTING FORTH \$800,000 FOR CONTINGENCIES FOR THE CONSTRUCTION CONTRACT TO H.W. HOUSTON CONSTRUCTION, FOR PROJECT NO. 23-048A, CONSTRUCTION OF BOATHOUSE AND CHANNEL EXTENSION FOR HISTORIC ARKANSAS RIVERWALK OF PUEBLO PHASE IV (HARP PHASE IV), AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a portion of the contingency was approved by City Council on May 13, 2024; and,

WHEREAS, additional contingencies are needed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

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

Contingencies and Additional Work.....\$800,000.00

SECTION 2.

Funds in the amount of \$800,000.00, shall be paid from Project Account CI2432, Const. HARP Extension and Boathouse.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 8, 2024

BY: Regina Maestri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** July 8, 2024

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Andrew Hayes, Public Works Director

**SUBJECT:** A RESOLUTION AUTHORIZING FUNDS IN THE AMOUNT NOT TO EXCEED \$250,000.00 FROM THE BLACK HILLS ENERGY UNDERGROUND UTILITY FUND TO BE EXPENDED FOR RELOCATING OVERHEAD ELECTRIC FACILITIES UNDERGROUND FOR THE FIRE STATION #6 PROJECT

**SUMMARY:**

This Resolution authorizes the expenditure of funds in the amount not to exceed \$250,000.00 from Black Hills Energy Underground Utility Fund to relocate overhead electric facilities underground in support of the proposed Fire Station #6 at 111 Victory Lane.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

This Resolution will approve the use of funds for the purpose of undergrounding the main-line three-phase electrical distribution lines around new Fire Station #6 at 111 Victory Lane. Black Hills Energy provided a budgetary cost estimate in 2022; however, the building has moved since that time and the estimate needs to be updated. In order to meet the construction schedule indicated by Nunn Construction, the City needs to be ready to approve the updated cost from Black Hills Energy as soon as possible after the estimate is received.

**FINANCIAL IMPLICATIONS:**

Funds in the amount not to exceed \$250,000.00 will be approved for expenditure from the underground funds account held by Black Hills Energy on behalf of the City.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this resolution.

**STAKEHOLDER PROCESS:**

Not applicable to this resolution.

**ALTERNATIVES:**

Failure to approve this resolution will prevent the City from funding the undergrounding of overhead power lines in the project area.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

None

RESOLUTION NO. 15676

A RESOLUTION AUTHORIZING FUNDS IN THE AMOUNT NOT TO EXCEED \$250,000.00 FROM THE BLACK HILLS ENERGY UNDERGROUND UTILITY FUND TO BE EXPENDED FOR RELOCATING OVERHEAD ELECTRIC FACILITIES UNDERGROUND FOR THE FIRE STATION #6 PROJECT

WHEREAS, Article 11 of the Black Hills Franchise Agreement established an underground fee to be collected from Black Hills customers and deposited into an escrow account for undergrounding overhead electric facilities on public projects and improvements; and,

WHEREAS, the Project and use of the escrow funds is consistent with the intent of the Black Hills Franchise Agreement; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Pueblo City Council authorizes the expenditure of funds in the amount not to exceed \$250,000.00 from the Black Hills Energy Underground Utility Fund to pay for undergrounding the main-line three-phase electrical distribution supporting the Fire Station #6 Project.

SECTION 2.

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

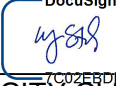
SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 8, 2024

BY: Regina Maestri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK





**Background Paper for Proposed  
Action Item**

**COUNCIL MEETING DATE:** July 8, 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:** A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS TOTALING \$262,343.67 IN THE AMOUNTS OF \$2,267.12 FROM PROJECT NO. CD1710, \$716.00 FROM PROJECT NO. CD1713, \$5,039.97 FROM PROJECT NO. CD1809, \$6,308.97 FROM PROJECT NO. CD1910, \$6,316.24 FROM PROJECT NO. CD1914, \$15,000.00 FROM PROJECT NO. CD2008, \$8,500.00 FROM PROJECT NO. CD2108, \$2,591.60 FROM PROJECT NO. CD2112, \$30,490.86 FROM PROJECT NO. CD2113, \$34,571.56 FROM PROJECT NO. CD2114, \$14,954.22 FROM PROJECT NO. CD2210, \$3,460.83 FROM PROJECT NO. CD2217, \$87,107.18 FROM PROJECT NO. CD2308, \$45,019.12 FROM PROJECT NO. CD2309 TO PROJECT NO. CD2310 AND AUTHORIZING EXPENDITURE THEREOF FOR ADA INFRASTRUCTURE IMPROVEMENTS ALONG BONFORTE BOULEVARD

**SUMMARY:**

This Resolution transfers money from prior projects into Project No. CD2310 ADA Curb Ramps for infrastructure improvements along Bonforte Blvd. The funding will fulfill the City's 2024 ADA curb ramp project commitment and the proposed project aligns with proposed street improvements.

**PREVIOUS COUNCIL ACTION:**

Resolution 10293 established \$400,000 to be budgeted towards ADA curb ramp installation, annually. Council previously authorized Project No. CD2310 ADA Curb Ramps during the adoption of Ordinance 10440 authorizing the 2023 Annual Action Plan on April 24, 2023.

**BACKGROUND:**

To comply with the Americans with Disabilities Act (ADA), the City of Pueblo installs ADA compliant infrastructure to increase accessibility throughout the city for those with

disabilities. This funding will be utilized to complete accessibility improvements along Bonforte Blvd. The curb ramps will be installed at intersections located within low-to-moderate income qualified census tracts.

**FINANCIAL IMPLICATIONS:**

The Resolution transfers funds from prior year projects into Project No. CD2310.

**BOARD/COMMISSION RECOMMENDATION:**

N/A

**STAKEHOLDER PROCESS:**

N/A

**ALTERNATIVES:**

Council could elect to not transfer the funds.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

None

## RESOLUTION NO. 15677

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS TOTALING \$262,343.67 IN THE AMOUNTS OF \$2,267.12 FROM PROJECT NO. CD1710, \$716.00 FROM PROJECT NO. CD1713, \$5,039.97 FROM PROJECT NO. CD1809, \$6,308.97 FROM PROJECT NO. CD1910, \$6,316.24 FROM PROJECT NO. CD1914, \$15,000.00 FROM PROJECT NO. CD2008, \$8,500.00 FROM PROJECT NO. CD2108, \$2,591.60 FROM PROJECT NO. CD2112, \$30,490.86 FROM PROJECT NO. CD2113, \$34,571.56 FROM PROJECT NO. CD2114, \$14,954.22 FROM PROJECT NO. CD2210, \$3,460.83 FROM PROJECT NO. CD2217, \$87,107.18 FROM PROJECT NO. CD2308, \$45,019.12 FROM PROJECT NO. CD2309 TO PROJECT NO. CD2310 AND AUTHORIZING EXPENDITURE THEREOF FOR ADA INFRASTRUCTURE IMPROVEMENTS ALONG BONFORTE BOULEVARD

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

### SECTION 1.

Funds in the amount of \$264,343.67 are hereby transferred from the following Projects:

|        |              |        |              |
|--------|--------------|--------|--------------|
| CD1710 | \$ 2,267.12  | CD2112 | \$ 2,591.60  |
| CD1713 | \$ 716.00    | CD2113 | \$ 30,490.86 |
| CD1809 | \$ 5,039.97  | CD2114 | \$ 34,571.56 |
| CD1910 | \$ 6,308.97  | CD2210 | \$ 14,954.22 |
| CD1914 | \$ 6,316.24  | CD2217 | \$ 3,460.83  |
| CD2008 | \$ 15,000.00 | CD2308 | \$ 87,107.18 |
| CD2108 | \$ 8,500.00  | CD2309 | \$ 45,019.12 |

into Project No. CD2310 for ADA Improvements along Bonforte Blvd.

### SECTION 2.

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

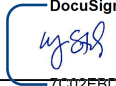
SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 8, 2024

BY: Regina Maestri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** July 8, 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 CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$4,592.88 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 24-022, CONCRETE IMPROVEMENTS - LYNDALANE AND NORTHRIDGE DRIVE, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

**SUMMARY:**

This Resolution awards Contract Amendment No. 1 in the amount of \$4,592.88 to Cedar Ridge Landscape, Inc., for Project No. 24-022 Concrete Improvements - Lyndalane and Northridge Ridge.

**PREVIOUS COUNCIL ACTION:**

Resolution 15559, dated March 25, 2024, awarded a Construction Contract, in the amount of \$22,962.50, to Cedar Ridge Landscape, Inc., and set forth \$3,537.50 for contingencies and additional work, for Project No. 24-022 Concrete Improvements - Lyndalane and Northridge Drive.

**BACKGROUND:**

The original project, awarded to Cedar Ridge Landscape, Inc., consisted of curb ramp and crossspan improvements at the intersection of Lyndalane and Northridge Drive. Contract Amendment No. 1 reflects construction of additional curb head and other additional work to complete the project. The cost of the additional work exceeds the threshold for administrative approval of a change order and a contract amendment will be required to award and complete the additional work.

This Resolution approves an amendment to increase the contract award amount previously awarded to Cedar Ridge Landscape, Inc.

**FINANCIAL IMPLICATIONS:**

Funding in the amount of \$4,592.88 will be paid from account Project Account CI2415, Street Rehabilitation.

**BOARD/COMMISSION RECOMMENDATION:**

None.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Denial of this Resolution would cancel the additional work necessary to complete the project.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. 24-022 Amendment No 1 - Cedar Ridge - Concrete Improvements-Lynda Ln and Northridge Dr
2. Resolution15559

RESOLUTION NO. 15678

A RESOLUTION AWARDED CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$4,592.88 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 24-022, CONCRETE IMPROVEMENTS - LYNDA LANE AND NORTHRIDGE DRIVE, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a Construction Contract was awarded to Cedar Ridge Landscape, Inc., under Contract Number 24-022; and

WHEREAS, additional work is requested to construction additional curb head and additional work to complete the project; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

This Contract Amendment No. 1 to the Construction Contract for Concrete Improvements - Lynda Lane and Northridge Drive with Cedar Ridge Landscape, Inc., Project No. 24-022, a project in the amount of \$4,592.88 is for additional curb head and additional work required to complete the project.

SECTION 2.

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

SECTION 3.

Funds for Project 24-022 shall be from Project Account CI2415, Street Rehabilitation.

SECTION 4.

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

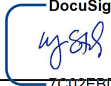
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 8, 2024

BY: Regina Maestri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



**AMENDMENT NO. 1 TO  
CONSTRUCTION CONTRACT**

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of July 9, 2024, by and between the City of Pueblo, a Municipal Corporation ("City") and Cedar Ridge Landscape, Inc., a Colorado Corporation ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated April 8, 2024, for Bid 24-022 (CI2415) Concrete Improvements – Lynda Lane and Northridge Drive (the "Construction Agreement"); and

WHEREAS, City and Contractor desire to amend the Construction Agreement subject to the terms and conditions set forth herein.

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

1. The Request for Quotation for additional work attached hereto, and labelled Exhibit 1, is hereby accepted and approved. The Construction Agreement is amended to incorporate all additional work to be performed as contemplated by and at the prices set forth in the Request for Quotation. Contractor shall perform all such work subject to and consistent with all requirements and provisions of the Construction Agreement. Contractor shall perform all acts necessary or required as a result of this Amendment. The time for completion of all work under the Construction Agreement including the additional work to be performed under this Amendment shall not be increased.

2. Except as expressly modified by this Amendment, the Construction Agreement shall remain in full force and effect. Except as modified by this Amendment, any obligations to be performed under the Construction Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Construction Agreement as it existed prior to this Amendment.

3. This Amendment and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

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

**CITY OF PUEBLO, A MUNICIPAL CORPORATION**

**CEDAR RIDGE LANDSCAPE, INC.**

By \_\_\_\_\_  
Naomi Hedden, Director of Purchasing

By \_\_\_\_\_  
Robert Montoya, President

ATTEST:

\_\_\_\_\_  
Marisa Stoller, City Clerk

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

\_\_\_\_\_  
Alexandria Romero, Director of Finance

APPROVED AS TO FORM  
DEPARTMENT OF LAW:

\_\_\_\_\_  
Carla Sikes, City Attorney

**EXHIBIT 1**  
**REQUEST FOR QUOTATIONS**

**BID 24-022 (CI2415) CONCRETE IMPROVEMENTS – LYNDALANE AND NORTHRIDGE DRIVE**

The undersigned hereby proposes to furnish all labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction in accordance with the plans and specifications as prepared by or for the City of Pueblo, Colorado, for the sums set forth in the following schedule:

| Additional Work Items                                                                                                | Quantity | Grand Total for Additional Work |
|----------------------------------------------------------------------------------------------------------------------|----------|---------------------------------|
| <ul style="list-style-type: none"><li>Construct Curb Head and Additional Work Required to Complete Project</li></ul> | Lump Sum | \$4,592.88                      |

(Four Thousand Five Hundred Ninety-Two and 88/100-----Dollars)

The undersigned has examined the quantities shown against the plans and specifications and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the work to be completed. The City is not responsible for bidding errors resulting from Contractor's failure to follow this requirement.

**CEDAR RIDGE LANDSCAPE, INC.**

By: \_\_\_\_\_  
Robert Montoya, President



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** March 25, 2024

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Andrew Hayes, Public Works Director

**SUBJECT:** A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$22,962.50 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 24-022, CONCRETE IMPROVEMENTS - LYNDA LANE AND NORTHRIDGE DRIVE, SETTING FORTH \$3,537.50 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. 24-022, Concrete Improvements - Lynda Lane and Northridge Drive.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

This project will consist of curb ramp and crosspan improvements at the intersection of Lynda Lane and Northridge Drive

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

**FINANCIAL IMPLICATIONS:**

Funding, in the amount of \$22,962.50, plus \$3,537.50 in contingencies, will be paid from account Project 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. 24-022 Bid Summary

RESOLUTION NO. 15559

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$22,962.50 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 24-022, CONCRETE IMPROVEMENTS - LYNDALANE AND NORTHRIDGE DRIVE, SETTING FORTH \$3,537.50 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-022, Concrete Improvements - Lyndalane and Northridge Drive 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. 24-022, Concrete Improvements - Lyndalane and Northridge Drive to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-022, Concrete Improvements - Lyndalane and Northridge Drive to be performed, and the contract for said project is hereby awarded to Cedar Ridge Landscape, Inc., in the amount of \$22,962.50.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$3,537.50

SECTION 4.

Funds in the amount of \$26,500, shall be paid from account Project 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: March 25, 2024

BY: Dennis Flores  
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]  
CITY CLERK



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** July 8, 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 JAMES SPITZER TO SERVE A THREE-YEAR TERM EXPIRING JULY 1, 2027 ON THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE IN THE COMMERCIAL SERVICE OPERATOR POSITION

**SUMMARY:**

This Resolution confirms the appointment by the Mayor of James Spitzer to serve a three-year term expiring July 1, 2027 on the Pueblo Memorial Airport Advisory Committee in the Commercial Service Operator position.

**PREVIOUS COUNCIL ACTION:**

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

**BACKGROUND:**

Due to the normal term expiration of Todd Engel, there is one appointment available for a commercial operator to serve a three-year term expiring July 31, 2027, on the Pueblo Memorial Airport Advisory Committee.

**FINANCIAL IMPLICATIONS:**

This is a volunteer committee and members serve without compensation.

**BOARD/COMMISSION RECOMMENDATION:**

N/A

**STAKEHOLDER PROCESS:**

N/A



**ALTERNATIVES:**

Remove from agenda and re-advertise for additional applications.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

None

RESOLUTION NO. 15679

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF JAMES SPITZER TO SERVE A THREE-YEAR TERM EXPIRING JULY 1, 2027 ON THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE IN THE COMMERCIAL SERVICE OPERATOR POSITION

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of James Spitzer to serve a three-year term expiring July 1, 2027, on the Pueblo Memorial Airport Advisory Committee in the Commercial Service Operator position; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of James Spitzer to the Pueblo Memorial Airport Advisory Committee in the Commercial Service Operator position to serve a three-year term expiring July 1, 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.

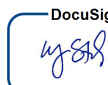
SECTION 3.

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

INTRODUCED: July 8, 2024

BY: Regina Maestri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** July 8, 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 CHRISTOPHER BRATNICK AND MATTHEW LARIMORE TO SERVE A FOUR-YEAR TERM EXPIRING AUGUST 1, 2028, ON THE HONOR FARM ENTERPRISE CITIZENS ADVISORY BOARD

**SUMMARY:**

This Resolution confirms the reappointment by the Mayor of Christopher Bratnick and Matthew Larimore to serve a four-year term expiring August 1, 2028, on the Honor Farm Enterprise Citizens Advisory Board.

**PREVIOUS COUNCIL ACTION:**

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

**BACKGROUND:**

Due to the normal term expirations of Christopher Bratnick and Matthew Larimore, there are two appointments available to serve a four-year term expiring August 1, 2028, on the Honor Farm Enterprise Citizens Advisory Board. Mr. Larimore is eligible for reappointment.

Mr. Bratnick is term-limited and has not sat out the full 3-year term as required per Reso 13614, Section 3, "After serving two consecutive terms, an incumbent applicant may not serve again on the same board or commission until a subsequent full term has transpired, unless the City Council determines that there are no new applicants who are suitable and qualified." However, the highlighted statement would allow the Mayor to appoint Mr. Bratnick if deemed necessary.

**FINANCIAL IMPLICATIONS:**

This is a volunteer committee and members serve without compensation.

**BOARD/COMMISSION RECOMMENDATION:**

N/A

**STAKEHOLDER PROCESS:**

N/A

**ALTERNATIVES:**

Remove from agenda and re-advertise for additional applications.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

None

RESOLUTION NO. 15680

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF CHRISTOPHER BRATNICK AND MATTHEW LARIMORE TO SERVE A FOUR-YEAR TERM EXPIRING AUGUST 1, 2028, ON THE HONOR FARM ENTERPRISE CITIZENS ADVISORY BOARD

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her reappointment of Christopher Bratnick and Matthew Larimore to serve a four-year term expiring August 1, 2028, on the Honor Farm Enterprise Citizens Advisory Board; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Christopher Bratnick and Matthew Larimore to the Honor Farm Enterprise Citizens Advisory Board to serve a four-year term expiring August 1, 2028 shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: July 8, 2024

BY: Regina Maestri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** July 8, 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 MODESTO CARTAGENA TO SERVE A FOUR-YEAR TERM EXPIRING AUGUST 1, 2028 ON THE LIQUOR AND BEER LICENSING BOARD

**SUMMARY:**

This Resolution confirms the reappointment by the Mayor of Modesto Cartagena to serve a four-year term expiring August 1, 2028 on the Liquor and Beer Licensing Board.

**PREVIOUS COUNCIL ACTION:**

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

**BACKGROUND:**

Due to the term expiration of Modesto Cartagena, there is one position available to serve a four-year term expiring August 1, 2028, on the Liquor and Beer Licensing Board.

**FINANCIAL IMPLICATIONS:**

Members of the Liquor and Beer Licensing Board are paid \$25 per meeting attended. The chairperson of the board receives additional compensation totaling \$50.00 per month for each month of service as chair. These monies are allocated in the City Clerk's annual budget.

**BOARD/COMMISSION RECOMMENDATION:**

N/A

**STAKEHOLDER PROCESS:**

N/A

**ALTERNATIVES:**

Remove from agenda and re-advertise for additional applications.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

None

RESOLUTION NO. 15681

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE  
MAYOR OF MODESTO CARTAGENA TO SERVE A FOUR-  
YEAR TERM EXPIRING AUGUST 1, 2028 ON THE LIQUOR  
AND BEER LICENSING BOARD

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of  
her reappointment of Modesto Cartagena to serve a four-year term expiring August 1, 2028 on  
the Liquor and Beer Licensing Board; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The reappointment by the Mayor of Modesto Cartagena to serve a four-year term  
expiring August 1, 2028, on the Liquor and Beer Licensing Board 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.

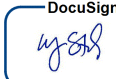
SECTION 3.

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

INTRODUCED: July 8, 2024

BY: Regina Maestri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK





**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** July 8, 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 BRETT BOSTON TO COMPLETE A ONE-YEAR TERM EXPIRING JANUARY 31, 2025, ON THE PUEBLO ENERGY ADVISORY COMMISSION, PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE, AND LATINO CHAMBER OF COMMERCE BOARD

**SUMMARY:**

This Resolution confirms the appointment by the Mayor of Brett Boston to complete a one-year term expiring January 31, 2025 on the Pueblo Energy Advisory Commission, Pueblo Memorial Airport Advisory Committee, and Latino Chamber of Commerce Board.

**PREVIOUS COUNCIL ACTION:**

Council representative appointments are confirmed on an annual basis.

**BACKGROUND:**

Brett Boston was sworn in as the newest City Council member on Monday, June 24, 2024. This resolution appoints him as the City Council representative for various boards. Previously, Charles Hernandez served on the Pueblo Energy Advisory Commission and Regina Maestri served on the Pueblo Memorial Airport Advisory Committee and Latino Chamber of Commerce Board. The terms will expire January 31, 2025.

**FINANCIAL IMPLICATIONS:**

None.

**BOARD/COMMISSION RECOMMENDATION:**

N/A

**STAKEHOLDER PROCESS:**

N/A

**ALTERNATIVES:**

Move to regular agenda and modify resolution to appoint different council members to these vacancies.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

None

RESOLUTION NO. 15682

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF BRETT BOSTON TO COMPLETE A ONE-YEAR TERM EXPIRING JANUARY 31, 2025, ON THE PUEBLO ENERGY ADVISORY COMMISSION, PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE, AND LATINO CHAMBER OF COMMERCE BOARD

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Brett Boston will serve as the Council representative on the Pueblo Energy Advisory Commission to complete a one-year term expiring January 31, 2025. Mr. Boston will replace the person appointed by Resolution 15522.

SECTION 2.

Brett Boston will serve as the Council representative on the Latino Chamber of Commerce Board of Directors to complete a one-year term expiring January 31, 2025. Mr. Boston will replace the person appointed by Resolution 15590.

SECTION 3.

Brett Boston will serve as the Council representative on the Pueblo Memorial Airport Advisory Committee to complete a one-year term expiring January 31, 2025. Mr. Boston will replace the person appointed by Resolution 15522.

SECTION 4.

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

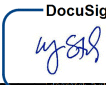
SECTION 5.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: July 8, 2024

BY: Regina Maestri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** July 8, 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 AMENDING THE LEGISLATIVE PROCEDURES AND RULES OF THE PUEBLO CITY COUNCIL BY CREATING A POLICY REGARDING ELECTED OFFICIALS' ELECTRONIC PARTICIPATION AND DUTIES OF THE CITY CLERK.

**SUMMARY:**

This Resolution approves an amendment to the Pueblo Municipal Code, Appendix A, creating a policy for electronic participation as defined therein. Additionally, this Resolution amends Appendix A's language to conform to the current procedure of the City Clerk causing the display of City Council's voting results.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

City Council directed staff to prepare the attached Resolution to amend Appendix A.

**FINANCIAL IMPLICATIONS:**

None.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Resolution.

**STAKEHOLDER PROCESS:**

Not applicable to this Resolution.

**ALTERNATIVES:**

The City Council could not adopt this written policy and continue current procedures.

**RECOMMENDATION:**

Passage of the Resolution.

**ATTACHMENTS:**

None

RESOLUTION NO. 15683

A RESOLUTION AMENDING THE LEGISLATIVE PROCEDURES AND RULES OF THE PUEBLO CITY COUNCIL BY CREATING A POLICY REGARDING ELECTED OFFICIALS' ELECTRONIC PARTICIPATION AND DUTIES OF THE CITY CLERK.

WHEREAS, City Council desires to amend the Legislative Procedures and Rules of Council to allow for the creation of a written policy regarding electronic participation and duties of the City Clerk; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Legislative Procedures and Rules of Council is amended as follows:

**8. Voting.**

(b) Whenever a vote is taken, each Council member present shall vote "aye" or "nay" and record such vote upon the electronic voting machine by moving the appropriate switch. After all members have so voted, the [presiding officer] **City Clerk** shall cause the vote of the Council to be flashed upon a recording board which board shall be plainly visible to the City Council and spectators present in the Council Chambers. The City Clerk shall then record the vote of each member of the City Council upon the Journal of the Council's proceedings before passing on to the next order of business.

**36. Electronic Participation Rules For City Council Meetings**

**These rules specify the circumstances under which the Mayor and City Councilmembers may participate in regular meetings, special meetings, work sessions, and executive sessions by "Electronic Participation". "Electronic Participation" means participation by video or audio means, such as Zoom, Microsoft Teams or similar platform approved by the City, which is clear, uninterrupted and allows two-way communication for the participating Councilor(s).**

**(a) If a member of City Council is unable to attend in person, the Councilmember shall contact the President of Council and the City Clerk in advance of the meeting to determine if arrangement for Electronic Participation is possible. In submitting such request, the Councilmember agrees to comply with all requirements for Electronic Participation. Councilmembers shall endeavor to advise the President of Council and the City Clerk of their intent to participate via Electronic Participation at the earliest possible time and not less than twenty-four (24) hours prior to the meeting.**

**(b) Upon receipt of such request, the City shall use its best efforts to provide the technical means necessary to fulfill the request from City Hall; provided, however, that it shall be incumbent upon the Councilmember who desires to attend by Electronic Participation to provide the technical means necessary to facilitate remote attendance**

from their location. If Electronic Participation is not possible, a telephone connection may be employed.

(c) The City shall, to the extent feasible, initiate the Electronic Participation not later than ten (10) minutes prior to the scheduled time of the meeting. Upon any disconnection during a meeting, City staff shall attempt to re-initiate the connection.

(d) All members of City Council shall be able to hear one another and Councilmembers appearing by Electronic Participation shall be able to hear all discussion and testimony in a manner designed to provide maximum notice and participation.

(e) Elected officials participating by Electronic Participation shall have their cameras on during the meeting.

(f) Elected officials participating by Electronic Participation during an executive session shall ensure that they have a secure connection, and shall ensure they are alone while participating in an executive session.

## SECTION 2.

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

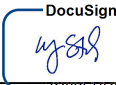
## SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: July 8, 2024

BY: Regina Maestri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK





**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** July 8, 2024

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Alyssa Parga, Secretary to the Mayor

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

**SUMMARY:**

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

**PREVIOUS COUNCIL ACTION:**

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

**BACKGROUND:**

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

**FINANCIAL IMPLICATIONS:**

This is a volunteer committee and members serve without compensation.

**BOARD/COMMISSION RECOMMENDATION:**

N/A

**STAKEHOLDER PROCESS:**

N/A

**ALTERNATIVES:**

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

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

None

RESOLUTION NO. 15684

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

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

SECTION 2.

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

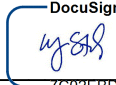
SECTION 3.

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

INTRODUCED: July 8, 2024

BY: Regina Maestri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 8, 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 CHANGING THE STREET NAME OF VISION HILLS PARKWAY TO CARL SITTER PARKWAY

**SUMMARY:**

The City is requesting to change the name of Vision Hills Parkway to Carl Sitter Parkway generally located east of Jerry Murphy Road north of Walking Stick Golf Course.

**PREVIOUS COUNCIL ACTION:**

The City is concurrently requesting the change the name of Tobias T Avenue to William Crawford Avenue (SNC-24-02) and Dockum Road to Warren Dockum Road (SNC-24-03).

**BACKGROUND:**

The City is requesting this Street Name Change, in tandem with two other name changes, to honor Pueblo's Home of the Heroes history by naming additional streets around town with Medal of Honor recipient's names. These new street names will complement the existing streets, Jerry Murphy and Drew Dix, all of which will have their street signs outfitted with new Medal of Honor Signs that reference which war the veteran is being honored for. Carl Sitter was a Marine Corps officer and Medal of Honor recipient during the Korean War who grew up in Pueblo and attended Central High School in the 1930s. Vision Hills Parkway (proposed Carl Sitter Parkway) extends east from Jerry Murphy Road to the eastern boundary of North Vista Highlands, Filing No. 1 subdivision. No properties are currently addressed on this street, so staff anticipates no issues with the proposal.

**FINANCIAL IMPLICATIONS:**

There are no financial implications for the City.

**BOARD/COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission, at their June 12th, 2024 Regular Meeting, voted 7-0 to recommend approval.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

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

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. SNC-24-01 Combined Attachments

ORDINANCE NO.

AN ORDINANCE CHANGING THE STREET NAME OF VISION  
HILLS PARKWAY TO CARL SITTER PARKWAY

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

SECTION 1.

The street known as Vision Hills Parkway is hereby changed to Carl Sitter Parkway.

SECTION 2.

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

SECTION 3.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on \_\_\_\_\_.

Final adoption of Ordinance by City Council on \_\_\_\_\_.

\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

☐ Approved on \_\_\_\_\_.

☐ Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mayor

**Action by City Council After Disapproval by the Mayor:**

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

☐ Ordinance re-adopted on a vote of \_\_\_\_\_, on \_\_\_\_\_

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

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President of City Council

ATTEST

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City Clerk

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***MINUTES OF REGULAR MEETING***

City of Pueblo, Colorado  
Wednesday June 12, 2024, 2024 – 3:30 p.m.  
City Council Chambers, 1 City Hall Place

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

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

**Commissioners Absent:**

**Staff Members Present:** David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Mikaylin Hackley, Planner, Cindy Capritta, Land Use Tech., Andrew Hayes, Director of Public Works, and Joe Martellaro, Public Works Engineer.

**Staff Members Absent:** Beritt Odom, Principal Planner

**Approval of the Agenda:** Bailey motioned to move item TA-22-01 to the July 10, 2024, meeting and approve the agenda as amended, seconded by Spinuzzi.

**Motion Passed:** 7-0

**Public Hearing:**

**2. SNC-24-01 Street Name Change: Vision Hills Pkwy to Carl Sitter Pkwy.** This change is requested to Honor Pueblo's "Home of Heroes" veterans. Staff Report by Mikaylin Hackley, Planner.

**Hearing:** Andrew Hayes spoke in support of the application, no one appeared in opposition.

**Commission Action:** Bailey motioned to recommend the application for approval to City Council seconded by Aznar.

**Motion Passed:** 7-0



## SNC-24-01

**TO:** City of Pueblo, Planning and Zoning Commission  
**FROM:** Mikaylin Hackley, Planner  
**THROUGH:** Scott Hobson, Acting Director of Planning and Community Development  
**DATE:** June 12, 2024  
**SUBJECT:** Street Name Change, Vision Hills Pkwy to Carl Sitter Pkwy  
**APPLICANT:** City of Pueblo  
**PROPERTY OWNER:** City of Pueblo  
**LOCATION:** East of Jerry Murphy Rd. and generally north of Walking Stick Golf Course  
**EXISTING ZONE:** Not Applicable  
**CONCURRENT CASES:** SNC-24-02 & SNC-24-03

### **Applicable Regulations:**

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

### **Request and Staff Findings:**

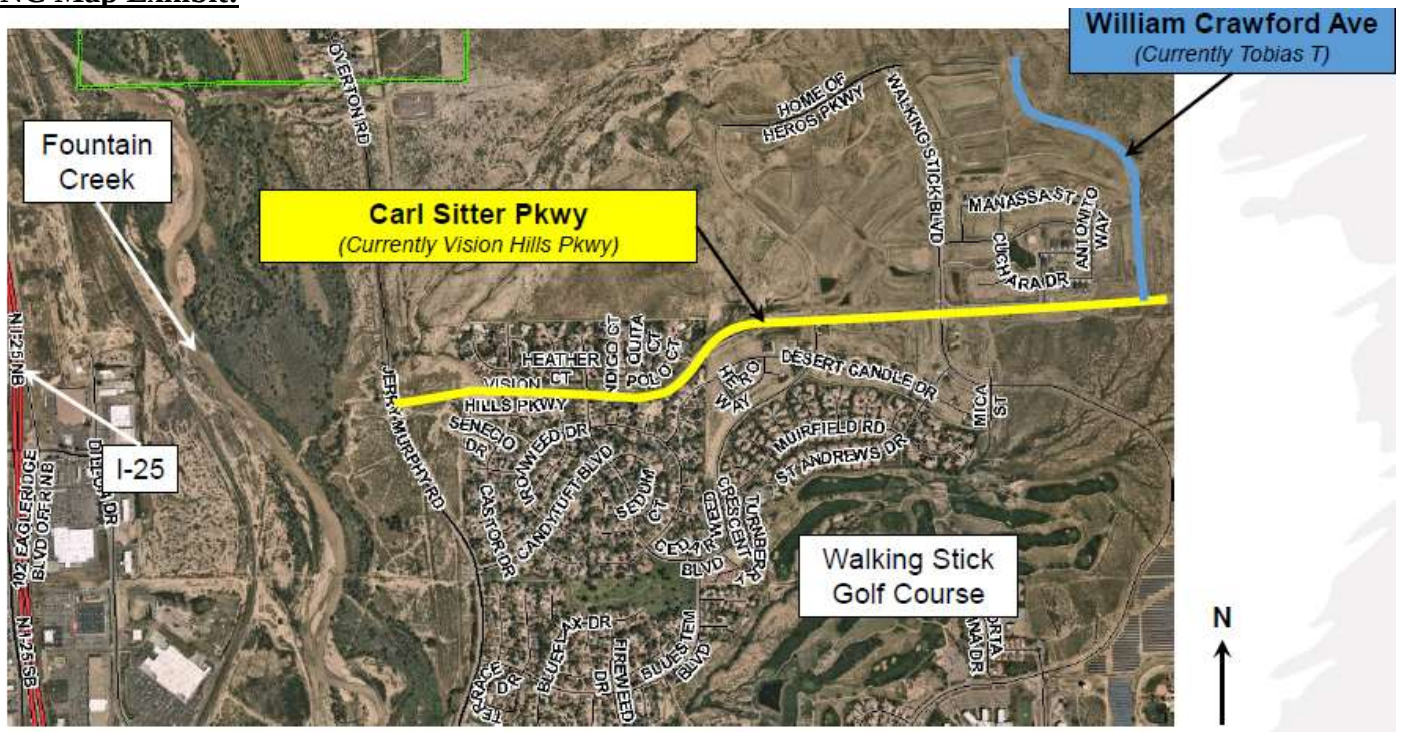
The city is requesting this Street Name Change, in tandem with two other name changes, to honor Pueblo's Home of the Heroes history by naming additional streets around town with Medal of Honor recipient's names. These new street names will complement the existing streets, Jerry Murphy and Drew Dix, all of which will have their street signs outfitted with new Medal of Honor Signs (see attached sign design) that reference which war the veteran is being honored for. Carl Sitter was a Marine Corps officer and Medal of Honor recipient during the Korean War who grew up in Pueblo and attended Central High School in the 1930s.

Vision Hills Parkway (proposed Carl Sitter Parkway) extends east from Jerry Murphy Road to the eastern boundary of North Vista Highlands, Filing No. 1 subdivision. No properties are currently addressed on this street, so staff anticipates no issues with the proposal.

### **Recommended Action:**

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

**SNC Map Exhibit:**



**Medal of Honor Signage:**



DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT  
CITY OF PUEBLO

Submitted May 20, 2024  
Published May 28, 2024

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Take notice that at 3:30 P.M., on the **12th day of June, 2024** in the **City Council Chambers**, 1 City Hall Place, the Planning and Zoning Commission of Pueblo will hold a hearing for the following:

**SNC-24-01** Street Name Change, Vision Hills Pkwy to Carl Sitter Pkwy. This change is requested to honor Pueblo's "Home of Heroes" veterans.

**SNC-24-02** Street Name Change, Tobias T St to William Crawford Ave. This change is requested to honor Pueblo's "Home of Heroes" veterans.

**SNC-24-03** Street Name Change, Dockum Rd to Warren Dockum Rd. This change is requested to match naming conventions of corresponding Home of Heroes streets.

A draft of the proposed street name change will be posted on [www.pueblo.us/PandZ](http://www.pueblo.us/PandZ) under "Most Recent Agenda" and on file in the office of the Department of Planning and Community Development office and will be available for viewing and printing, typically the Friday prior to the meeting.

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

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

  
Scott Hobson  
Administrative Official  
(719) 553-2259



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 8, 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 CHANGING THE STREET NAME OF TOBIAS T AVENUE TO WILLIAM CRAWFORD AVENUE

**SUMMARY:**

The City is requesting to change the name of Tobias T Avenue to William Crawford Avenue generally located east of Walking Stick Boulevard and north of Walking Stick Golf Course.

**PREVIOUS COUNCIL ACTION:**

The City is concurrently requesting the change the name of Vision Hills Parkway to Carl Sitter Parkway (SNC-24-01) and Dockum Road to Warren Dockum Road (SNC-24-03).

**BACKGROUND:**

The City is requesting this Street Name Change, in tandem with two other name changes, to honor Pueblo's Home of the Heroes history by naming additional streets around town with Medal of Honor recipient's names. These new street names will complement the existing streets, Jerry Murphy and Drew Dix, all of which will have their street signs outfitted with new Medal of Honor Signs that reference which war the veteran is being honored for. William J. Crawford was a Pueblo-born U.S. Army soldier and Medal of Honor recipient during World War II. This proposed street is within Parcel J, North Vista Highlands, Filing No. 1, east of Antonito Way and extending north from Vision Hills Parkway. No properties are currently addressed on this street, so staff anticipates no issues with the proposal.

**FINANCIAL IMPLICATIONS:**

There are no financial implications for the City.

**BOARD/COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission, at their June 12th, 2024 Regular Meeting, voted

7-0 to recommend approval.

**STAKEHOLDER PROCESS:**

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

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. SNC-24-02 Combined Attachments

ORDINANCE NO.

AN ORDINANCE CHANGING THE STREET NAME OF TOBIAS T  
AVENUE TO WILLIAM CRAWFORD AVENUE

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

SECTION 1.

The street known as Tobias T Avenue is hereby changed to William Crawford Avenue.

SECTION 2.

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

SECTION 3.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on \_\_\_\_\_.

Final adoption of Ordinance by City Council on \_\_\_\_\_.

\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

☐ Approved on \_\_\_\_\_.

☐ Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mayor

**Action by City Council After Disapproval by the Mayor:**

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

☐ Ordinance re-adopted on a vote of \_\_\_\_\_, on \_\_\_\_\_

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

---

President of City Council

ATTEST

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City Clerk



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***MINUTES OF REGULAR MEETING***

City of Pueblo, Colorado  
Wednesday June 12, 2024, 2024 – 3:30 p.m.  
City Council Chambers, 1 City Hall Place

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

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

**Commissioners Absent:**

**Staff Members Present:** David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Mikaylin Hackley, Planner, Cindy Capritta, Land Use Tech., Andrew Hayes, Director of Public Works, and Joe Martellaro, Public Works Engineer.

**Staff Members Absent:** Beritt Odom, Principal Planner

**Approval of the Agenda:** Bailey motioned to move item TA-22-01 to the July 10, 2024, meeting and approve the agenda as amended, seconded by Spinuzzi.

**Motion Passed:** 7-0

**Public Hearing:**

**3. SNC-24-02 Street Name Change: Tobias T St to William Crawford Ave.** This change is requested to honor Pueblo's "Home of Heroes" veterans. Staff Report by Mikaylin Hackley, Planner.

**Hearing:** Andrew Hayes spoke in support of the application, no one appeared in opposition.

**Commission Action:** Bailey motioned to recommend the application for approval to City Council seconded by Maestri.

**Motion Passed:** 7-0



## SNC-24-02

**TO:** City of Pueblo, Planning and Zoning Commission  
**FROM:** Mikaylin Hackley, Planner  
**THROUGH:** Scott Hobson, Acting Director of Planning and Community Development  
**DATE:** June 12, 2024  
**SUBJECT:** Street Name Change, Tobias T Ave to William Crawford Ave  
**APPLICANT:** City of Pueblo  
**PROPERTY OWNER:** City of Pueblo  
**LOCATION:** East of Walking Stick Blvd. and generally north of Walking Stick Golf Course  
**EXISTING ZONE:** Not Applicable  
**CONCURRENT CASES:** SNC-24-01 & SNC-24-03

### **Applicable Regulations:**

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

### **Request and Staff Findings:**

The city is requesting this Street Name Change, in tandem with two other name changes, to honor Pueblo's Home of the Heroes history by naming additional streets around town with Medal of Honor recipient's names. These new street names will complement the existing streets, Jerry Murphy and Drew Dix, all of which will have their street signs outfitted with new Medal of Honor Signs (see attached sign design) that reference which war the veteran is being honored for. William J. Crawford was a Pueblo-born U.S. Army soldier and Medal of Honor recipient during World War II.

This proposed street is within Parcel J, North Vista Highlands, Filing No. 1, east of Antonito Way and extending north from Vision Hills Parkway (proposed to be renamed to Carl Sitter Parkway). No properties are currently addressed on this street, so staff anticipates no issues with the proposal.

### **Recommended Action:**

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

**SNC Map Exhibit:**



**Medal of Honor Signage:**



DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT  
CITY OF PUEBLO

Submitted May 20, 2024  
Published May 28, 2024

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Take notice that at 3:30 P.M., on the **12th day of June, 2024** in the **City Council Chambers**, 1 City Hall Place, the Planning and Zoning Commission of Pueblo will hold a hearing for the following:

**SNC-24-01** Street Name Change, Vision Hills Pkwy to Carl Sitter Pkwy. This change is requested to honor Pueblo's "Home of Heroes" veterans.

**SNC-24-02** Street Name Change, Tobias T St to William Crawford Ave. This change is requested to honor Pueblo's "Home of Heroes" veterans.

**SNC-24-03** Street Name Change, Dockum Rd to Warren Dockum Rd. This change is requested to match naming conventions of corresponding Home of Heroes streets.

A draft of the proposed street name change will be posted on [www.pueblo.us/PandZ](http://www.pueblo.us/PandZ) under "Most Recent Agenda" and on file in the office of the Department of Planning and Community Development office and will be available for viewing and printing, typically the Friday prior to the meeting.

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

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

  
Scott Hobson  
Administrative Official  
(719) 553-2259



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 8, 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 CHANGING THE STREET NAME OF DOCKUM ROAD TO WARREN DOCKUM ROAD

**SUMMARY:**

The City is requesting to change the name of Dockum Road to Warren Dockum Road generally located east of Walking Stick Boulevard and north of Walking Stick Golf Course.

**PREVIOUS COUNCIL ACTION:**

The City is concurrently requesting the change the name of Vision Hills Parkway to Carl Sitter Parkway (SNC-24-01) and Tobias T Avenue to William Crawford Avenue (SNC-24-02).

**BACKGROUND:**

The City is requesting this Street Name Change, in tandem with two other name changes, to honor Pueblo's Home of the Heroes history by naming additional streets around town with Medal of Honor recipient's names. These new street names will complement the existing streets, Jerry Murphy and Drew Dix, all of which will have their street signs outfitted with new Medal of Honor Signs that reference which war the veteran is being honored for. Warren Dockum was a Union army soldier and received a Medal of Honor in the Civil War. He is currently buried at Roselawn cemetery here in Pueblo. This name change is being requested so that this street name matches the naming conventions of the other Home of Heroes streets in the city, namely using both the individual's first and last name. The Warren Dockum Road currently is a platted and not constructed road that will extend west of Medal of Honor Boulevard along the eastern property line of the new Pueblo County Detention Facility west of Pueblo Boulevard. No properties are currently addressed on this street, so staff anticipates no issues with the proposal.

**FINANCIAL IMPLICATIONS:**

There are no financial implications for the City.

**BOARD/COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission, at their June 12th, 2024 Regular Meeting, voted 7-0 to recommend approval.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

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

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. SNC-24-03 Combined Attachments

ORDINANCE NO.

AN ORDINANCE CHANGING THE STREET NAME OF DOCKUM  
ROAD TO WARREN DOCKUM ROAD

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

SECTION 1.

The street known as Dockum Road is hereby changed to Warren Dockum Road.

SECTION 2.

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

SECTION 3.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on \_\_\_\_\_.

Final adoption of Ordinance by City Council on \_\_\_\_\_.

\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

☐ Approved on \_\_\_\_\_.

☐ Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mayor

**Action by City Council After Disapproval by the Mayor:**

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

☐ Ordinance re-adopted on a vote of \_\_\_\_\_, on \_\_\_\_\_

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

---

President of City Council

ATTEST

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City Clerk



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***MINUTES OF REGULAR MEETING***

City of Pueblo, Colorado  
Wednesday June 12, 2024, 2024 – 3:30 p.m.  
City Council Chambers, 1 City Hall Place

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

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

**Commissioners Absent:**

**Staff Members Present:** David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Mikaylin Hackley, Planner, Cindy Capritta, Land Use Tech., Andrew Hayes, Director of Public Works, and Joe Martellaro, Public Works Engineer.

**Staff Members Absent:** Beritt Odom, Principal Planner

**Approval of the Agenda:** Bailey motioned to move item TA-22-01 to the July 10, 2024, meeting and approve the agenda as amended, seconded by Spinuzzi.

**Motion Passed:** 7-0

**Public Hearing:**

**4. SNC-24-03: Street Name Change: Dockum Rd to Warren Dockum Rd.** This change is requested to match naming conventions of corresponding Home of Heroes streets. Staff Report by Mikaylin Hackley, Planner.

**Hearing:** Andrew Hayes spoke in support of the application.

**Commission Action:** Bailey motioned to recommend the application to City Council seconded by Maestri.

**Motion Passed:** 7-0



## SNC-24-03

**TO:** City of Pueblo, Planning and Zoning Commission  
**FROM:** Mikaylin Hackley, Planner  
**THROUGH:** Scott Hobson, Acting Director of Planning and Community Development  
**DATE:** June 12, 2024  
**SUBJECT:** Street Name Change, Dockum Rd. to Warren Dockum Rd.  
**APPLICANT:** City of Pueblo  
**PROPERTY OWNER:** City of Pueblo  
**LOCATION:** East of Walking Stick Blvd. and generally north of Walking Stick Golf Course  
**EXISTING ZONE:** Not Applicable  
**CONCURRENT CASES:** SNC-24-01 & SNC-24-02

### **Applicable Regulations:**

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

### **Request and Staff Findings:**

The city is requesting this Street Name Change, in tandem with two other name changes, to honor Pueblo's Home of the Heroes history by naming additional streets around town with Medal of Honor recipient's names. These new street names will complement the existing streets, Jerry Murphy and Drew Dix, all of which will have their street signs outfitted with new Medal of Honor Signs (see attached sign design) that reference which war the veteran is being honored for. Warren Dockum was a Union army soldier and received a Medal of Honor in the Civil War. He is currently buried at Roselawn cemetery here in Pueblo.

This name change is being requested so that this street name matches the naming conventions of the other Home of Heroes streets in the city, namely using both the individual's first and last name. The Warren Dockum Road currently is a platted and not constructed road that will extend west of Medal of Honor Blvd along the eastern property line of the new Pueblo County Detention Facility west of Pueblo Blvd. No properties are currently addressed on this street, so staff anticipates no issues with the proposal.

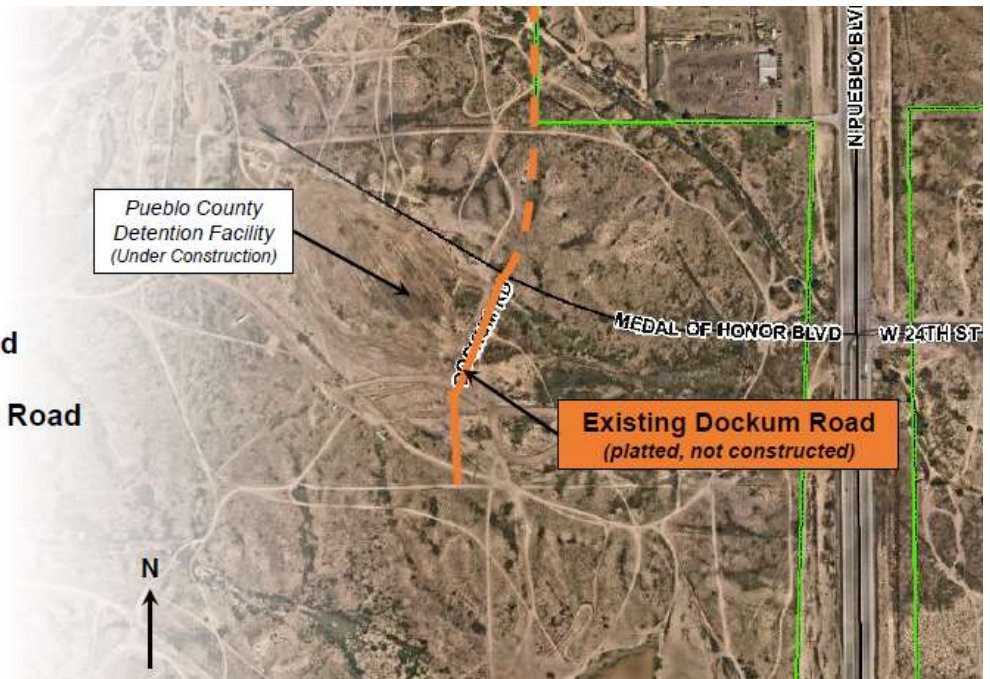
### **Recommended Action:**

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

**SNC Map Exhibit:**

**Current Name: Dockum Road**

**New Name: Warren Dockum Road**



**Medal of Honor Signage:**



DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT  
CITY OF PUEBLO

Submitted May 20, 2024  
Published May 28, 2024

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Take notice that at 3:30 P.M., on the **12th day of June, 2024** in the **City Council Chambers**, 1 City Hall Place, the Planning and Zoning Commission of Pueblo will hold a hearing for the following:

**SNC-24-01** Street Name Change, Vision Hills Pkwy to Carl Sitter Pkwy. This change is requested to honor Pueblo's "Home of Heroes" veterans.

**SNC-24-02** Street Name Change, Tobias T St to William Crawford Ave. This change is requested to honor Pueblo's "Home of Heroes" veterans.

**SNC-24-03** Street Name Change, Dockum Rd to Warren Dockum Rd. This change is requested to match naming conventions of corresponding Home of Heroes streets.

A draft of the proposed street name change will be posted on [www.pueblo.us/PandZ](http://www.pueblo.us/PandZ) under "Most Recent Agenda" and on file in the office of the Department of Planning and Community Development office and will be available for viewing and printing, typically the Friday prior to the meeting.

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

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

  
Scott Hobson  
Administrative Official  
(719) 553-2259



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 8, 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 1.74-ACRES FROM PUD, PIKES PEAK PARK PLANNED UNIT DEVELOPMENT DISTRICT TO S-1, GOVERNMENT USE DISTRICT GENERALLY LOCATED EAST OF NORTH PUEBLO BOULEVARD AND NORTH OF WEST 24<sup>TH</sup> STREET

**SUMMARY:**

The City of Pueblo is requesting to rezone 1.74-acres of land at 3205 West 24<sup>th</sup> Street to an S-1, Government Use Zone District in order to construct Fire Station #11, which will serve western Pueblo.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

The subject property was annexed into the City in 1973 and subdivided as part of the Foothills Subdivision in 2000. In 2024, the property was re-subdivided into Lot 1, Block 11, Pikes Peak Park, Filing No. 1. The property is currently zoned in Pikes Peak Park Planned Unit Development (PUD), which is envisioned to become a mixed-use and mixed-income community. The City of Pueblo is requesting to rezone this 1.74-acre parcel from the PUD District to a Government Use (S-1) district to facilitate the construction of the new fire station #11. This lot is adjacent to the developing Pikes Peak Park PUD and the existing West Valley Estates subdivision, and its location will allow the new station to serve the western Pueblo area as new development continues. This requested construction is concurrent with two other fire station projects, stations #6 and #8, that are being processed concurrently as Pueblo's fire department expands its services. The S-1, Government Use 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. Generally, land owned and actively used by local, state, or

federal governments, such as public schools or special districts, is zoned S-1. The proposed fire station is consistent with the intended purpose of the S-1 Zone District.

**FINANCIAL IMPLICATIONS:**

There are no financial implications for the City.

**BOARD/COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission, at their June 12, 2024 Regular Meeting, voted 7-0 to recommend approval.

**STAKEHOLDER PROCESS:**

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

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

**ALTERNATIVES:**

If City Council does not approve this Ordinance the property will remain zoned within the Pikes Peak Park PUD and be subject to the PUD requirements.

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-24-05 Combined Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 1.74-ACRES FROM PUD, PIKES PEAK PARK PLANNED UNIT DEVELOPMENT DISTRICT TO S-1, GOVERNMENT USE DISTRICT GENERALLY LOCATED EAST OF NORTH PUEBLO BOULEVARD AND NORTH OF WEST 24<sup>TH</sup> STREET

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 PUD, Pikes Peak Park Planned Unit Development District to S-1, Government Use Zone District:

LOTS 1 THRU 224 + 226 BLK 1 FOOTHILLS SUB + PARCELS D, E, F, G + H IN TAX DISTRICT 60B FORMERLY # 05-223-10-230

SECTION 2.

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

SECTION 3.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on \_\_\_\_\_.

Final adoption of Ordinance by City Council on \_\_\_\_\_.

\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

☐ Approved on \_\_\_\_\_.

☐ Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Mayor

**Action by City Council After Disapproval by the Mayor:**

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

\_\_\_\_\_  
President of City Council

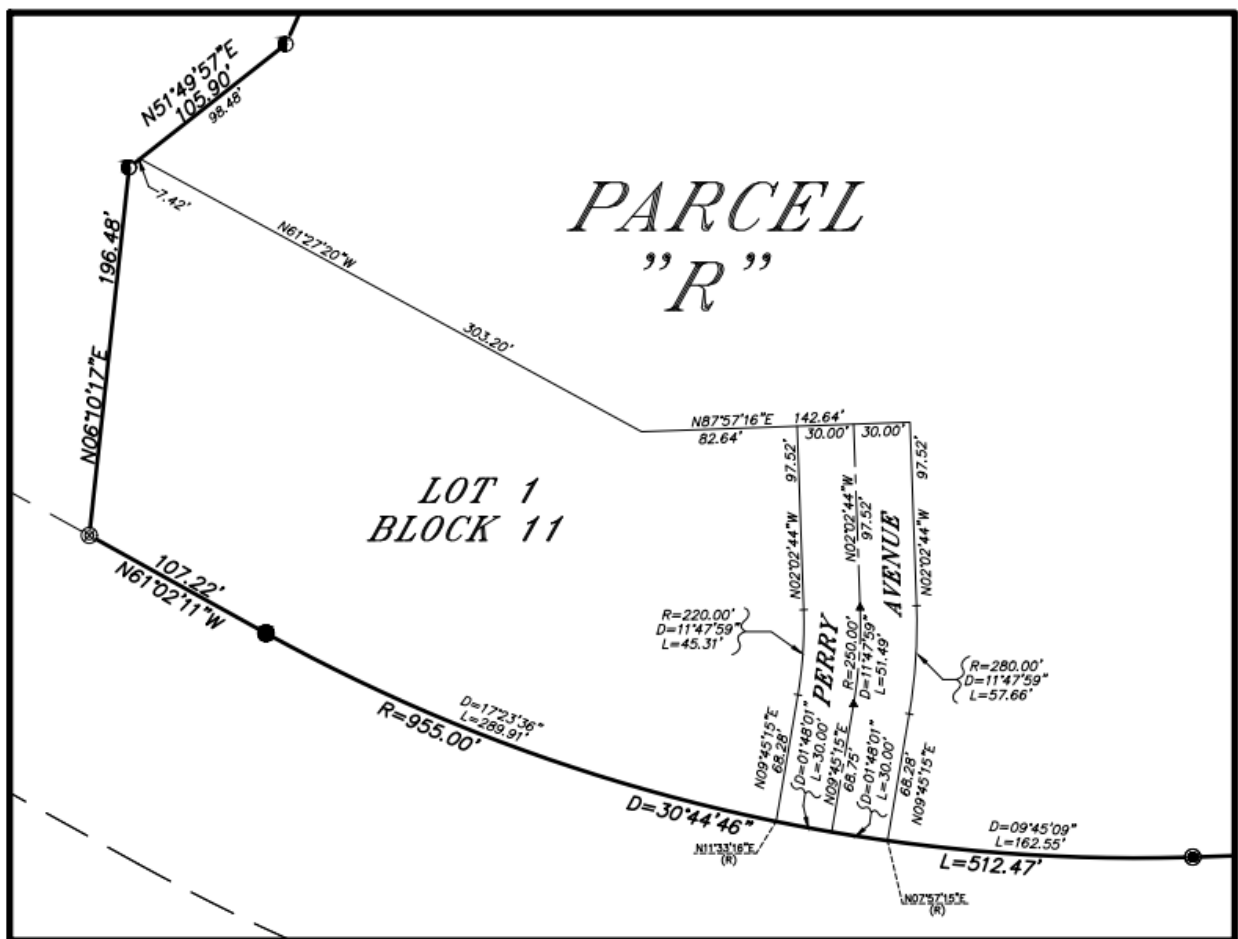
ATTEST

\_\_\_\_\_  
City Clerk

# Rezoning Exhibit

Lot 1, Block 11, Pikes Peak Park, Filing No. 1

PUD TO S-1





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**MINUTES OF REGULAR MEETING**

City of Pueblo, Colorado  
Wednesday June 12, 2024, 2024 – 3:30 p.m.  
City Council Chambers, 1 City Hall Place

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

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

**Commissioners Absent:**

**Staff Members Present:** David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Mikaylin Hackley, Planner, Cindy Capritta, Land Use Tech., Andrew Hayes, Director of Public Works, and Joe Martellaro, Public Works Engineer.

**Staff Members Absent:** Beritt Odom, Principal Planner

**Approval of the Agenda:** Bailey motioned to move item TA-22-01 to the July 10, 2024, meeting and approve the agenda as amended, seconded by Spinuzzi.

**Motion Passed:** 7-0

**Public Hearing:**

**8. Z-24-05 Rezone:** Fire Station #11. A rezoning of 1.74 acres from Planned Unit Development (PUD) District to Government Use (S-1) Zone District. Approximately located at 3205 W. 24<sup>th</sup> St. Staff Report by Mikaylin Hackley.

**Hearing:** Applicant is the City of Pueblo

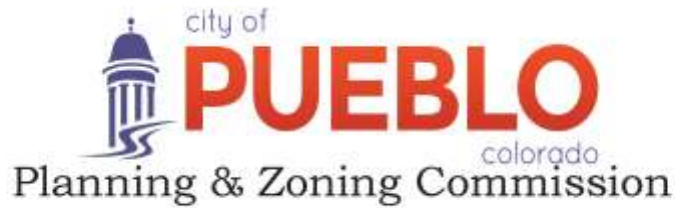
**Commission Action:** Bailey motioned to recommend the application for approval to City Council seconded by Aznar.

**Motion Passed:** 7-0

Mike Castellucci  
Chair

Patrick Avalos  
Vice Chair

Regina Maestri  
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

## Z-24-05

June 12, 2024

**TO:** City of Pueblo, Planning and Zoning Commission

**FROM:** Mikaylin Hackley, Planner

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

**SUBJECT:** Rezone from PUD, Pikes Peak Park Planned Unit Development District to S-1, Government Use District

**APPLICANT:** City of Pueblo

**PROPERTY OWNER:** City of Pueblo

**LOCATION:** The project site is approximately located east of N Pueblo Blvd and north of W 24th St.

**CONCURRENT REQUESTS:** GU-23-06

### **REQUEST:**

The City of Pueblo is requesting to rezone 1.74 acres of land at 3205 W 24<sup>th</sup> St. to an S-1 Government Use Zone District in order to construct Fire Station #11, which will serve western Pueblo.

### **BACKGROUND AND ANALYSIS:**

The subject property was annexed into the City in 1973 and subdivided as part of the Foothills Subdivision in 2000. In 2024, the property was re-subdivided into Lot 1, Block 11, Pikes Peak Park, Filing No. 1. The property is currently zoned in Pikes Peak Park Planned Unit Development (PUD), which is envisioned to become a mixed-use and mixed-income community.

The City of Pueblo is requesting to rezone this 1.74-acre parcel from the PUD District to a Government Use (S-1) district to facilitate the construction of the new fire station #11. This lot is adjacent to the developing Pikes Peak Park PUD and the existing West Valley Estates subdivision, and its location will allow the new station to serve the western Pueblo area as new development continues. This requested construction is concurrent with two other fire station projects, stations #6 and #8, that are being processed concurrently as Pueblo's fire department expands its services.

The S-1, Government Use 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. Generally, land owned and actively used by local, state, or federal governments, such as public schools or special districts, is zoned S-1. The proposed fire station is consistent with the intended purpose of the S-1 Zone District.

## LAND USE AND PLANNING COMMENTS

### CHARACTER AND COMPATIBILITY

|                                       |                                                                                                           |                                                         |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| <b>Site Character:</b>                | The site is currently undeveloped.                                                                        |                                                         |
| <b>Neighborhood Compatibility:</b>    | North                                                                                                     | Pikes Peak Park Planned Unit Development (PUD) District |
|                                       | East                                                                                                      | Pikes Peak Park Planned Unit Development (PUD) District |
|                                       | South                                                                                                     | Government Use (S-1) Zone District                      |
|                                       | West                                                                                                      | Highway and Arterial (B-3) Zone District                |
| <b>Comprehensive Plan Compliance:</b> | The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Suburban Neighborhood. |                                                         |

### 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 provide fire services to the burgeoning West Pueblo residential community.**

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      **A thorough site plan has been proposed and will be reviewed by the Commission.**

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 will be developed once the deed is transferred to the city and funding is secured.**

## 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 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 Photo**
- B. Zoning Map**
- C. Comprehensive Plan Map**
- D. Site Photo**
- E. Zoning Exhibit**

A. Aerial Photo





B. Zoning Map



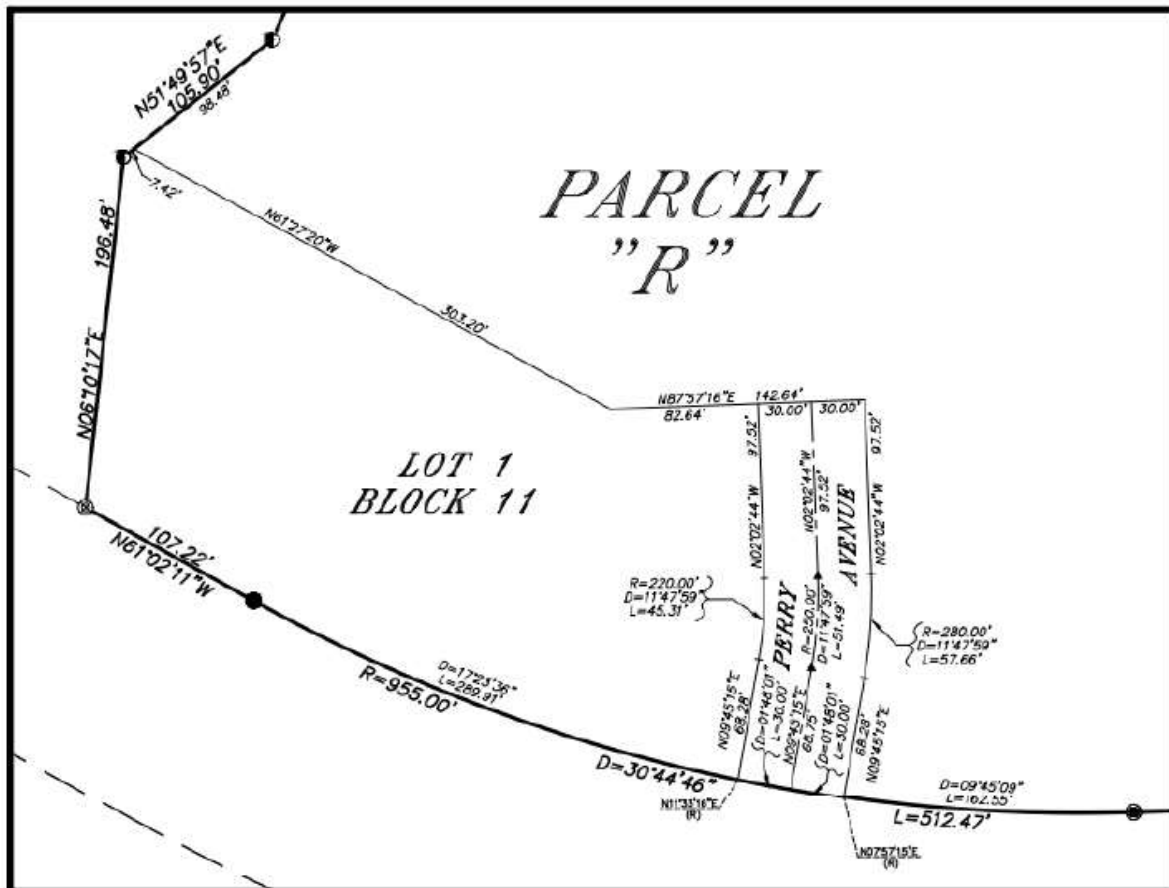
C. Comprehensive Plan Map



D. Public Notice



PUD TO S-1





March 22, 2024

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

**Z-24-05 Rezoning:** Rezoning of 1.74 acres generally located east of N Pueblo Blvd and north of W 24<sup>th</sup> St from PUD Zone District to Government Use (S-1) Zone District.

The Planning and Zoning Commission meeting will be held on **April 10, 2024, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually:**  
<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit [www.pueblo.us/PandZ](http://www.pueblo.us/PandZ) and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director  
Planning & Community Development  
By Mikaylin Hackley, Planner  
(719) 553-2259

March 22, 2024

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

**Z-24-05 Rezoning:** Rezoning of 1.74 acres generally located east of N Pueblo Blvd and north of W 24<sup>th</sup> St from PUD Zone District to Government Use (S-1) Zone District.

The Planning and Zoning Commission meeting will be held on **April 10, 2024, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually:**  
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Scott Hobson, Acting Director  
Planning & Community Development  
By Mikaylin Hackley, Planner  
(719) 553-2259

March 22, 2024

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

**Z-24-05 Rezoning:** Rezoning of 1.74 acres generally located east of N Pueblo Blvd and north of W 24<sup>th</sup> St from PUD Zone District to Government Use (S-1) Zone District.

The Planning and Zoning Commission meeting will be held on **April 10, 2024, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually:**  
<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit [www.pueblo.us/PandZ](http://www.pueblo.us/PandZ) and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director  
Planning & Community Development  
By Mikaylin Hackley, Planner  
(719) 553-2259

March 22, 2024

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Scott Hobson, Acting Director  
Planning & Community Development  
By Mikaylin Hackley, Planner  
(719) 553-2259

CASE NUMBER: Z-24-05

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 3205 W. 24<sup>th</sup> 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.

March 19, 2024  
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Caputo

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 3205 W. 24<sup>th</sup> St. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

March 19, 2024  
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Caputo

| Owner                                                                | OwnerStree              | OwnerCity  | Own | OwnerZip   |
|----------------------------------------------------------------------|-------------------------|------------|-----|------------|
| QUAIL RIDGE DEVELOPERS LLC                                           | 1 JUDYS DREAM LN        | PUEBLO     | CO  | 81005-8703 |
| NEIGHBORHOOD HOUSING SERVICES PUEBL                                  | 1241 E ROUTT AVE        | PUEBLO     | CO  | 81004-2908 |
| SKWAREK FAMILY TRUST + SKWAREK FRANK J AND SKWAREK SIU PING TRUSTEES | 13195 HIGHLINE DR       | COLORADO S | CO  | 80908-3331 |
| VILLALOBOS CORRAL URIEL                                              | 2221 NEWPORT AVE        | PUEBLO     | CO  | 81003-3811 |
| ALVAREZ CLAUDIA                                                      | 2306 SKYMESA CT         | PUEBLO     | CO  | 81003      |
| PAYNE WILLIAM S / PAYNE JANET S                                      | 2309 PERRY AVE          | PUEBLO     | CO  | 81003-3849 |
| DEHERRERA ROBERT/DEHERRERA PATRIC                                    | 2311 MOUNTAIN VALLEY CT | PUEBLO     | CO  | 81003-3844 |
| GILMORE MALIA ASHLEY                                                 | 2312 MOUNTAIN VALLEY CT | PUEBLO     | CO  | 81003-3841 |
| ORR ALMA R                                                           | 2313 PERRY AVE          | PUEBLO     | CO  | 81003-3849 |
| ROGERS KENNETH WADE                                                  | 2314 MOUNTAIN VALLEY CT | PUEBLO     | CO  | 81003-3841 |
| SESSIONS LUCINDA                                                     | 2317 MOUNTAIN VALLEY CT | PUEBLO     | CO  | 81003-3844 |
| HARRISON ROBERT L/HARRISON SUSAN                                     | 2318 MOUNTAIN VALLEY CT | PUEBLO     | CO  | 81003      |
| HAMILTON FRANK R                                                     | 2319 MOUNTAIN VALLEY CT | PUEBLO     | CO  | 81003-3844 |
| DEVE HEATHER M + JACKSON JEFFREY A ,                                 | 2320 MOUNTAIN VALLEY CT | PUEBLO     | CO  | 81003-3841 |
| TREECE JOHN                                                          | 2321 MOUNTAIN VALLEY CT | PUEBLO     | CO  | 81003-3844 |
| HANLEY NATHAN                                                        | 2322 MOUNTAIN VALLEY CT | PUEBLO     | CO  | 81003-3841 |
| TOMKINSON STEWART E                                                  | 2323 MOUNTAIN VALLEY CT | PUEBLO     | CO  | 81003-3844 |
| MARSHALL AMANDA M                                                    | 2325 MOUNTAIN VALLEY CT | PUEBLO     | CO  | 81003-3844 |
| TORRES ROBERT                                                        | 2326 MOUNTAIN VALLEY CT | PUEBLO     | CO  | 81003-3841 |
| GARCIA MOLLY A                                                       | 2409 CLIFFMOOR LN       | PUEBLO     | CO  | 81008-2353 |
| IRA FINANCIAL TRUST COMPANY CFBO DA                                  | 947 EDGEWOOD AVE        | ATLANTA    | GA  | 30307-2582 |
| GUTTNER MICHELLE                                                     | PO BOX 11135            | PUEBLO     | CO  | 81001-0135 |
| SOCO ENTERPRISES LLC                                                 | PO BOX 18132            | COLORADO S | CO  | 80935-8132 |



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 8, 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 THE GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO AND CARING FOR COLORADO FOUNDATION FOR THE DOTS PROGRAM AND ACCEPTANCE OF \$7,500 FOR PROJECT PS2401 AND AUTHORIZING THE MAY TO EXECUTE THE SAME

**SUMMARY:**

The Grant Agreement, administered by the Pueblo Fire Department, is for identifying and providing ramps in the community for the DOTS Program (Directing Others To Services) through financial assistance. The amount of \$7,500 will be placed in project number PS2401 for said purpose.

**PREVIOUS COUNCIL ACTION:**

n/a.

**BACKGROUND:**

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

**FINANCIAL IMPLICATIONS:**

Administration of the DOTS program.

**BOARD/COMMISSION RECOMMENDATION:**

Not Applicable.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

None

ORDINANCE NO.

AN ORDINANCE APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO AND CARING FOR COLORADO FOUNDATION FOR THE DOTS PROGRAM AND ACCEPTANCE OF \$7,500 FOR PROJECT PS2401 AND AUTHORIZING THE MAY TO EXECUTE THE SAME

WHEREAS, The Grant Agreement, administered by the Pueblo Fire Department, is for identifying and providing financial assistance to community members for handicap ramps through the DOTS Program (Directing Others To Services).

WHEREAS, the \$7,500 is in addition to the approval by City Council of \$15,000 in 2023 and is to bridge the needs of the Pueblo Fire Department DOTS program while other suitable funding sources are locate; NOW, THEREFORE,

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

SECTION 1.

The Grant Agreement, attached hereto, after being approved by the City Attorney, is hereby approved, and the grant funds of \$7,500 is to be placed in project PS2401 for use in the DOTS program, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on \_\_\_\_\_.

Final adoption of Ordinance by City Council on \_\_\_\_\_.

\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

☐ Approved on \_\_\_\_\_.

☐ Disapproved on \_\_\_\_\_ based on the following objections:

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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

\_\_\_\_\_  
City Clerk



**Background Paper for Proposed  
Ordinance**

**COUNCIL MEETING DATE:** July 8, 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 TO CLOSE OUT PROJECT PST2202 AND TRANSFER ALL REMAINING FUNDS INTO THE PUBLIC SAFETY SALES TAX (PSST) FUND OPERATING BUDGET SO THESE FUNDS CAN BE USED BY THE PUEBLO POLICE DEPARTMENT TO UPFIT OTHER VEHICLES AND FUND OTHER PUBLIC SAFETY PROJECTS

**SUMMARY:**

Project PST2202 was created during the budget process and funded with \$1,078,000.00 to fund the purchase of all electric police vehicles. The Pueblo Police Department purchased and upfitted 13 marked police vehicles (Mustangs). The Pueblo Police Department has excess funds in this account that they can only use to purchase new electric vehicles and they have a need to upfit other vehicles and complete other police/public safety projects.

**PREVIOUS COUNCIL ACTION:**

Project PST2202 was created during the budget process and funded with \$1,078,000.00 to fund the purchase of all electric police vehicles. The Pueblo Police Department purchased and upfitted 13 marked police vehicles (Mustangs).

**BACKGROUND:**

Project PST2202 was created during the budget process and funded with \$1,078,000.00 to fund the purchase of all electric police vehicles. The Pueblo Police Department purchased and upfitted 13 marked police vehicles (Mustangs). The Pueblo Police Department has excess funds in this account that they can only use to purchase new electric vehicles and they have a need to upfit other vehicles and complete other police/public safety projects.

The Pueblo Police Department cannot utilize these funds as they are currently dedicated to this project. This Ordinance will transfer the remaining fund balance back into the Public Safety Sales Tax budget Operating Expenses which will allow the



Pueblo Police Department to utilize the funds to upfit a number of other vehicles as well as fund other public safety projects.

**FINANCIAL IMPLICATIONS:**

The funds currently are dedicated to Project PST2202 and have no financial impact on the general budget.

**BOARD/COMMISSION RECOMMENDATION:**

Not Applicable.

**STAKEHOLDER PROCESS:**

Not Applicable.

**ALTERNATIVES:**

Council can choose to leave the money in the project which will not be able to be accessed by the Pueblo Police Department for use in upfitting other vehicles or working on other public safety projects which will not benefit the safety of the citizens of Pueblo.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

None

ORDINANCE NO.

AN ORDINANCE TO CLOSE OUT PROJECT PST2202 AND TRANSFER ALL REMAINING FUNDS INTO THE PUBLIC SAFETY SALES TAX (PSST) FUND OPERATING BUDGET SO THESE FUNDS CAN BE USED BY THE PUEBLO POLICE DEPARTMENT TO UPFIT OTHER VEHICLES AND FUND OTHER PUBLIC SAFETY PROJECTS

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to create and liquidate projects using Public Safety Sales Tax funds

WHEREAS, Project PST2202 was created during the budget process and funded with \$1,078,000.00 to fund the purchase of all electric police vehicles. The Pueblo Police Department purchased and upfitted 13 marked police vehicles (Mustangs)

WHEREAS, Project PST2202 has been completed and the remaining funds cannot be utilized without liquidating the project and transferring the remaining fund balance back into the Public Safety Sales Tax operating budget. Liquidating Project PST2202 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.

Project PST2202 is hereby liquidated and all remaining funds are to be transferred back into the Public Safety Sales Tax operating budget.

SECTION 2.

The Mayor of the City is authorized to approve the liquidating of Project PST2202 and to have the reaming fund balance transferred back into the Public Safety Sales Tax operating budget.

SECTION 3.

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

SECTION 4.

The 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:

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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

\_\_\_\_\_  
City Clerk



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 8, 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 ESTABLISHING PROJECT ACCOUNT CI2443 - ADMIN OFFICES RELOCATION PROJECT; TRANSFERRING, BUDGETING AN APPROPRIATING FUNDS FROM PROJECT ACCOUNT CI2426 - CITY COUNCIL AND DEPARTMENT RELOCATION PROJECT IN THE AMOUNT OF \$2,000,000.00 INTO PROJECT ACCOUNT CI2443; APPROVING, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND CK INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR THE PURCHASE OF PROPERTY LEGALLY DESCRIBED AS LOT 1, BLOCK 1, KESSLER SUBDIVISION WITHIN THE CITY OF PUEBLO

**SUMMARY:**

This Ordinance establishes Project Account CI2443 - Purchase and Renovation of Property at 650 Dittmer Ave., transfers \$2,000,000.00 from the unappropriated fund balance of the General Fund into Project Account CI2443, approves and authorizes the Mayor to execute a Contract to Buy and Sell Real Estate between the City of Pueblo and CK Investments, LLC, and accepts the deed for the property.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

The City's Law Department requires additional office space to conduct its day-to-day operations. The current office spaces in City Hall can accommodate approximately five attorneys and one additional support staff member. Because of the shortage of space, several attorneys and support staff are housed in the Pueblo Municipal Justice Center, away from the rest of the Law Department. The Law Department requires sufficient office, conference, and work space to accommodate ten attorneys and staff members.

The Law Department has identified the property located at 650 Dittmer Avenue (at the intersection of Goodnight Avenue and Dittmer Avenue) as a building that can meet its space requirements. The building has approximately 10,000 square feet of space which also provides enough room to relocate the Human Resources and Civil Service Departments within the building. The building was formerly a surgical center and will require some renovations of existing spaces to remove installed medical equipment and convert certain rooms to accommodate administrative/office use.

The City has submitted, and the owner has accepted, a Letter of Intent to purchase the property subject to multiple conditions, including approval of this ordinance. The City intends to complete the transaction and close within 90 days of the date of acceptance of the Letter of Intent (no later than September 24, 2024).

**FINANCIAL IMPLICATIONS:**

This Ordinance approves the Agreement to purchase the property in the amount of \$1,300,000.00. It also sets aside another \$700,000.00 which will be used to pay for building renovations and repairs necessary to prepare the building for use as municipal offices.

**BOARD/COMMISSION RECOMMENDATION:**

None.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Failure to pass this Ordinance will prevent the City from purchasing the subject property.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. 650 Dittmer Avenue Pueblo CONTRACT TO BUY AND SELL REAL ESTATE - Commercial
2. Inclusions and Exclusions
3. EARNEST MONEY PROMISSORY NOTE

## ORDINANCE NO.

AN ORDINANCE ESTABLISHING PROJECT ACCOUNT CI2443 - ADMIN OFFICES RELOCATION PROJECT; TRANSFERRING, BUDGETING AN APPROPRIATING FUNDS FROM PROJECT ACCOUNT CI2426 - CITY COUNCIL AND DEPARTMENT RELOCATION PROJECT IN THE AMOUNT OF \$2,000,000.00 INTO PROJECT ACCOUNT CI2443; APPROVING, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND CK INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR THE PURCHASE OF PROPERTY LEGALLY DESCRIBED AS LOT 1, BLOCK 1, KESSLER SUBDIVISION WITHIN THE CITY OF PUEBLO

WHEREAS, the City's Law Department requires additional office and administrative space to carry out its day-to-day operations; and

WHEREAS, the property at 650 Dittmer Avenue is listed for sale and the City and owner desire to enter into an agreement to convey ownership of the property to the City; and

WHEREAS, the property, which was formerly used as a surgical center, will require interior renovations and modifications in order to accommodate the new use of the space by the City's Law Department and other Departments which may be relocated into the building; NOW, THEREFORE,

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

### SECTION 1.

Project Account CI2443 - Purchase and Renovation of Property at 650 Dittmer Ave. is hereby established.

### SECTION 2.

Funds in the amount of \$2,000,000.00 are hereby transferred from Project No. CI2426 - City Council and Department Relocation Project and deposited, budgeted, and appropriated in Project Account CI2443 for the purpose of purchasing the property at 650 Dittmer Avenue; paying for costs associated with the real property acquisition; and for funding the design, construction, and other associated costs necessary to perform renovations within the building.

### SECTION 3.

The Contract to Buy and Sell Real Estate ("Contract"), the Inclusions and Exclusions Addendum ("Addendum"), and the Earnest Money Promissory Note ("Promissory Note") between the City of Pueblo, a Municipal Corporation, and CK Investments, LLC, copies of which are attached hereto, having been approved as to form by the City Attorney, are hereby approved. The Mayor is hereby authorized to execute said Contract, Addendum, and Promissory Note for and on behalf of the City of Pueblo and the City Clerk's Office is authorized to affix the seal of the City thereto and attest same.

### SECTION 4.

Within the terms and conditions stated in Section 29 of the Contract, the Mayor is

hereby authorized to execute a future lease agreement between the City and CK Investments, LLC for and behalf of the City of Pueblo related to City occupancy of the Property prior to the closing date specified in the Contract.

**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 Ordinance shall become effective immediately upon the date of final action by the City Council and the Mayor.

**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





Sorella Real Estate, LLC  
Lindsay Richardson  
Broker/Owner CORE group  
Ph: 719-225-9539

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS3-6-23) (Mandatory 1-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

## CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

☒ **Property with No Residences)**  
☐ **Property with Residences-Residential Addendum Attached)**

Date: 6/26/2024

### AGREEMENT

**1. AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

**2. PARTIES AND PROPERTY.**

**2.1. Buyer.** CITY OF PUEBLO A MUNICIPAL CORPORATION (Buyer) will take title to the Property described below as ☐ Joint Tenants ☐ Tenants In Common ☒ Other In Severalty.

**2.2. No Assignability.** This Contract **IS NOT** assignable by Buyer unless otherwise specified in Additional Provisions.

**2.3. Seller.** CK Investments (Seller) is the current owner of the Property described below.

**2.4. Property.** The Property is the following legally described real estate in the County of Pueblo, Colorado (insert legal description):

LOT 1 BLOCK 1 KESSLER SUB FORMERLY 05-344-04-008

known as: 650 Dittmer Avenue, Pueblo, CO 81005

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

**2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):

**2.5.1. Inclusions – Attached.** If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including none remote controls). If checked, the following are owned by the Seller and included: ☐ **Solar Panels** ☐ **Water Softeners** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.7. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

**2.5.2. Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery

rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

**2.5.3. Other Inclusions.** The following items, whether fixtures or personal property, are also included in the Purchase Price:

[See addendum for itemized inclusions/exclusions](#)

**2.5.4. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

[none](#)

**2.5.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

**2.5.6. Parking and Storage Facilities.** The use or ownership of the following parking facilities: [none](#); and the use or ownership of the following storage facilities:

[none](#)

Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

**2.5.7. Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

[none](#)

**2.5.8. Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:

[none](#)

The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except [none](#). Conveyance will be by bill of sale or other applicable legal instrument.

**2.6. Exclusions.** The following items are excluded (Exclusions):

[See addendum for itemized inclusions/exclusions](#)

**2.7. Water Rights/Well Rights.**

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

[none](#)

Any deeded water rights will be conveyed by a good and sufficient [none](#) deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing:

[none](#)

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

[none](#).

☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

[none](#)

**2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

**2.7.6. Water Rights Review.** Buyer ☐ Does ☒ Does Not have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

### 3. DATES, DEADLINES AND APPLICABILITY.

#### 3.1. Dates and Deadlines.

| Item No. | Reference | Event                                                                      | Date or Deadline        |
|----------|-----------|----------------------------------------------------------------------------|-------------------------|
| 1        | § 3       | Time of Day Deadline                                                       | <i>none</i>             |
| 2        | § 4       | Alternative Earnest Money Deadline                                         | <i>MEC + 30 days</i>    |
|          |           | <b>Title</b>                                                               |                         |
| 3        | § 8       | Record Title Deadline (and Tax Certificate)                                | <i>8/9/2024</i> Friday  |
| 4        | § 8       | Record Title Objection Deadline                                            | <i>8/16/2024</i> Friday |
| 5        | § 8       | Off-Record Title Deadline                                                  | <i>8/9/2024</i> Friday  |
| 6        | § 8       | Off-Record Title Objection Deadline                                        | <i>8/16/2024</i> Friday |
| 7        | § 8       | Title Resolution Deadline                                                  | <i>8/23/2024</i> Friday |
| 8        | § 8       | Third Party Right to Purchase/Approve Deadline                             | <i>none</i>             |
|          |           | <b>Owners' Association</b>                                                 |                         |
| 9        | § 7       | Association Documents Deadline                                             | <i>none</i>             |
| 10       | § 7       | Association Documents Termination Deadline                                 | <i>none</i>             |
|          |           | <b>Seller's Disclosures</b>                                                |                         |
| 11       | § 10      | Seller's Property Disclosure Deadline                                      | <i>8/2/2024</i> Friday  |
| 12       | § 10      | Lead-Based Paint Disclosure Deadline<br>(if Residential Addendum attached) | <i>none</i>             |
|          |           | <b>Loan and Credit</b>                                                     |                         |
| 13       | § 5       | New Loan Application Deadline                                              | <i>none</i>             |
| 14       | § 5       | New Loan Terms Deadline                                                    | <i>none</i>             |
| 15       | § 5       | New Loan Availability Deadline                                             | <i>none</i>             |
| 16       | § 5       | Buyer's Credit Information Deadline                                        | <i>none</i>             |
| 17       | § 5       | Disapproval of Buyer's Credit Information Deadline                         | <i>none</i>             |
| 18       | § 5       | Existing Loan Deadline                                                     | <i>none</i>             |
| 19       | § 5       | Existing Loan Termination Deadline                                         | <i>none</i>             |
| 20       | § 5       | Loan Transfer Approval Deadline                                            | <i>none</i>             |
| 21       | § 4       | Seller or Private Financing Deadline                                       | <i>none</i>             |
|          |           | <b>Appraisal</b>                                                           |                         |
| 22       | § 6       | Appraisal Deadline                                                         | <i>none</i>             |
| 23       | § 6       | Appraisal Objection Deadline                                               | <i>none</i>             |
| 24       | § 6       | Appraisal Resolution Deadline                                              | <i>none</i>             |
|          |           | <b>Survey</b>                                                              |                         |
| 25       | § 9       | New ILC or New Survey Deadline                                             | <i>none</i>             |
| 26       | § 9       | New ILC or New Survey Objection Deadline                                   | <i>none</i>             |
| 27       | § 9       | New ILC or New Survey Resolution Deadline                                  | <i>none</i>             |
|          |           | <b>Inspection and Due diligence</b>                                        |                         |
| 28       | § 2       | Water Rights Examination Deadline                                          | <i>none</i>             |
| 29       | § 8       | Mineral Rights Examination Deadline                                        | <i>none</i>             |

|     |    |      |                                                                             |                     |         |
|-----|----|------|-----------------------------------------------------------------------------|---------------------|---------|
| 174 | 30 | § 10 | Inspection Termination Deadline                                             | 9/24/2024           | Tuesday |
| 175 | 31 | § 10 | Inspection Objection Deadline                                               | none                |         |
| 176 | 32 | § 10 | Inspection Resolution Deadline                                              | none                |         |
| 177 | 33 | § 10 | Property Insurance Termination Deadline                                     | 8/30/2024           | Friday  |
| 178 | 34 | § 10 | Due Diligence Documents Delivery Deadline                                   | 8/2/2024            | Friday  |
| 179 | 35 | § 10 | Due Diligence Documents Objection Deadline                                  | 8/9/2024            | Friday  |
| 180 | 36 | § 10 | Due Diligence Documents Resolution Deadline                                 | 8/16/2024           | Friday  |
| 181 | 37 | § 10 | Environmental Inspection Termination Deadline                               | 9/24/2024           | Tuesday |
| 182 | 38 | § 10 | ADA Evaluation Termination Deadline                                         | 9/24/2024           | Tuesday |
| 183 | 39 | § 10 | Conditional Sale Deadline                                                   | none                |         |
| 184 | 40 | § 10 | Lead-Based Paint Termination Deadline<br>(if Residential Addendum attached) | none                |         |
| 185 | 41 | § 11 | Estoppel Statements Deadline                                                | none                |         |
| 186 | 42 | § 11 | Estoppel Statements Termination Deadline                                    | none                |         |
| 187 |    |      | <b>Closing and Possession</b>                                               |                     |         |
| 188 | 43 | § 12 | Closing Date                                                                | 9/27/2024 Or Sooner | Friday  |
| 189 | 44 | § 17 | Possession Date                                                             | day of close/fund   |         |
| 190 | 45 | § 17 | Possession Time                                                             | time of close/fund  |         |
| 191 | 46 | § 27 | Acceptance Deadline Date                                                    | none                |         |
| 192 | 47 | § 27 | Acceptance Deadline Time                                                    | none                |         |
| 193 | 48 | none | none                                                                        | none                |         |
| 194 | 49 | none | none                                                                        | none                |         |

**3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

### **3.3. Day; Computation of Period of Days; Deadlines.**

**3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

**3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

**3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

## **4. PURCHASE PRICE AND TERMS.**

**4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as

follows:

| Item No. | Reference   | Item               | Amount                 | Amount                 |
|----------|-------------|--------------------|------------------------|------------------------|
| 1        | § 4.1.      | Purchase Price     | \$ <b>1,300,000.00</b> |                        |
| 2        | § 4.3.      | Earnest Money      |                        | \$ <b>10,000.00</b>    |
| 3        | § 4.5.      | New Loan           |                        | \$                     |
| 4        | § 4.6.      | Assumption Balance |                        | \$                     |
| 5        | § 4.7.      | Private Financing  |                        | \$                     |
| 6        | § 4.7.      | Seller Financing   |                        | \$                     |
| 7        | <b>none</b> | <b>none</b>        |                        | \$                     |
| 8        | <b>none</b> | <b>none</b>        |                        | \$                     |
| 9        | § 4.4.      | Cash at Closing    |                        | \$ <b>1,290,000.00</b> |
| 10       |             | <b>Total</b>       | \$ <b>1,300,000.00</b> | \$ <b>1,300,000.00</b> |

**4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$**0 (ZERO)** (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

**4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a **promissory note**, will be payable to and held by **Land Title** (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

**4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

**4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

**4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in **"If Seller is in Default", § 20.2. and § 21**, unless Seller is entitled to the Earnest Money due to a Buyer default.

**4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in **"If Buyer is in Default, § 20.1 and § 21**, unless Buyer is entitled to the Earnest Money due to a Seller Default.

**4.4. Form of Funds; Time of Payment; Available Funds.**



291 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds,  
292 Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including  
293 electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

294 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be  
295 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by  
296 Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

297 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, ☒ **Does**  
298 ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount  
299 stated as Cash at Closing in § 4.1.

300 **4.5. New Loan.** (Omitted as inapplicable)

301 **4.6. Assumption.** (Omitted as inapplicable)

302 **4.7. Seller or Private Financing.** (Omitted as inapplicable)

## TRANSACTION PROVISIONS

303 **5. FINANCING CONDITIONS AND OBLIGATIONS.** (Omitted as inapplicable)

304 **5.3. Credit Information.** (Omitted as inapplicable)

305 **5.4. Existing Loan Review.** (Omitted as inapplicable)

306 **6. APPRAISAL PROVISIONS.**

307 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified  
308 appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised  
309 Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs  
310 necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

311 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective  
312 loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

313 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is  
314 less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline**  
315 Buyer may, on or before **Appraisal Objection Deadline**:

316 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract  
317 is terminated; or

318 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a  
319 copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the  
320 Purchase Price (Lender Verification).

321 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before  
322 **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on  
323 or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution**  
324 **Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such  
325 termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

326 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements,  
327 removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to  
328 the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract,  
329 this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property  
330 Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy  
331 the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the  
332 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

333 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be  
334 timely paid by ☒ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the  
335 appraiser, appraisal management company, lender's agent or all three.

7. **OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

**7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.**

**7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

**7.3. Association Documents.** Association documents (Association Documents) consist of the following:

**7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

**7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

**7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

**7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

**7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

**7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or

disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

**7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

## **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

### **8.1. Evidence of Record Title.**

☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☒ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price. If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

**8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment ☐ **Will** ☒ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** none. Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

**8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

**8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

**8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title**



**Deadline.**

**8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

**8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

**8.4. Special Taxing and Metropolitan Districts. Intentionally Deleted**

**8.5. Tax Certificate.** A tax certificate paid for by ☒ **Seller** ☐ **Buyer**, for the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3, (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

**8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this

Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

**8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

**8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

**8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

**8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

**8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.**

**8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.**

**8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

**8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.**

**8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

**8.9. Mineral Rights Review.** Buyer ☐ Does ☒ Does Not have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

## **9. NEW ILC, NEW SURVEY.**

582 9.1. **New ILC or New Survey.** If the box is checked, (1) ☐ **New Improvement Location Certificate**  
583 **(New ILC)**; or, (2) ☐ **New Survey** in the form of none; is required and the following will apply:

584 9.1.1. **Ordering of New ILC or New Survey.** ☐ **Seller** ☐ **Buyer** will order the New ILC or New  
585 Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form,  
586 certified and updated as of a date after the date of this Contract.

587 9.1.2. **Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on  
588 or before Closing, by: ☐ **Seller** ☐ **Buyer** or:

589 **If a survey or ILC is not required for closing but is desired by the buyer, Buyer will order and**  
590 **pay for the ILC/survey.**

591 9.1.3. **Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or  
592 the provider of the opinion of title if an Abstract of Title) and none will receive a New ILC or New Survey on  
593 or before **New ILC or New Survey Deadline**.

594 9.1.4. **Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by  
595 the surveyor to all those who are to receive the New ILC or New Survey.

596 9.2. **Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a  
597 New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller  
598 or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective  
599 discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

600 9.3. **New ILC or New Survey Objection.** Buyer has the right to review and object based on the New  
601 ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to  
602 Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection**  
603 **Deadline**, notwithstanding § 8.3. or § 13:

604 9.3.1. **Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is  
605 terminated; or

606 9.3.2. **New ILC or New Survey Objection.** Deliver to Seller a written description of any matter  
607 that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer  
608 requires Seller to correct.

609 9.3.3. **New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received  
610 by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not  
611 agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this  
612 Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller  
613 receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on  
614 or before expiration of **New ILC or New Survey Resolution Deadline**).

## DISCLOSURE, INSPECTION AND DUE DILIGENCE

### 10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.

624 10.1. **Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller  
625 agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's  
626 Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date  
627 of this Contract.

628 10.2. **Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller  
629 must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract.  
630 Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an  
631 adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer.  
632 Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days  
633 after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer  
634 acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All**  
635 **Faults.**"

636 10.3. **Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right  
637 to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and  
638

Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

**10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

**10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

**10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

**10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

**10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

**10.6. Due Diligence.**

**10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

**10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

none

**10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.7., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ Will ☒ Will Not assume the Seller's obligations under such leases for the Leased Items (§ 2.5.7., Leased Items).

**10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ Will ☒ Will Not assume the debt on the Encumbered



Inclusions (§ 2.5.4., Encumbered Inclusions).

**10.6.1.4. Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies of the following:

☒ **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the Property;

☒ **10.6.1.4.2.** Property tax bills for the last 2 years;

☐ **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;

☒ **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;

☐ **10.6.1.4.5.** Operating statements for the past none years;

☐ **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;

☐ **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

☐ **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past none years;

☐ **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);

☐ **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☐ **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☐ **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☒ **10.6.1.4.13.** Other:

**Construction Plans are only available in hard copy and they will be provided for viewing during the contract period, they will be given to buyer upon closing.**

**Seller will provide any readily available documentation to Buyer regarding any of the above listed items.**

**Seller will provide a list of vendors who service the property.**

**10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

**10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

**10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

**10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

**10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence**

**Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

**10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ **Seller** ☒ **Buyer** will order or provide ☒ **Phase I Environmental Site Assessment**, ☐ **Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or none, at the expense of ☐ **Seller** ☒ **Buyer** (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by 30 days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ **Seller** ☒ **Buyer** must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

**10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as none. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

**10.8. Source of Potable Water (Residential Land and Residential Improvements Only).**  
[Intentionally Deleted - See Residential Addendum if applicable]

**10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

**10.10. Lead-Based Paint.** [Intentionally Deleted - See Residential Addendum if applicable]

**10.11. Carbon Monoxide Alarms.** [Intentionally Deleted - See Residential Addendum if applicable]

**10.12. Methamphetamine Disclosure.** [Intentionally Deleted - See Residential Addendum if applicable]

## **11. TENANT ESTOPPEL STATEMENTS.**

**11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

**11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

**11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

**11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to

Seller;

11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. **Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

11.3. **Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

## CLOSING PROVISIONS

### 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. **Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. **Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☒ **Are Not** executed with this Contract.

12.3. **Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by the parties to this contract and the closing agent.

12.4. **Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. **Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.7. (Leased Items).

13. **TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☐ special warranty deed ☒ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ none deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. **PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including

any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

**15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.**

**15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

**15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ Other none.

**15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

**15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

**15.3.2. Record Change Fee.** Any Record Change Fee must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

**15.3.3. Assessments, Reserves or Working Capital.** All assessments required to be paid in advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

**15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

**15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

**15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

**15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

**15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$none for:

☐ Water Stock/Certificates ☐ Water District

☐ Augmentation Membership ☐ Small Domestic Water Company ☐ none

and must be paid at Closing by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

**15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

**15.9. FIRPTA and Colorado Withholding.**

**15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

**15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing



Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

## 16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

**16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

**16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on

☐ **Taxes for the Calendar Year Immediately Preceding Closing**

☒ **Most Recent Mill Levy and Most Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ **Other**

none

**16.1.2. Rents.** Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

**16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and

any of record

**16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

**16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller**. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and //

none

Association Assessments are subject to change as provided in the Governing Documents.

**17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 150 per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

## General Provisions

**18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

**18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from

damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

**18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

**18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

**18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

**19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

**20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

**20.1. If Buyer is in Default:**

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

**20.1.2. Liquidated Damages, Applicable.** This § 20.1.2. applies unless the box in § 20.1.1. is

**checked.** Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

**20.2. If Seller is in Default:**

**20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

**20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

**21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

**22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

**23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

**24. TERMINATION.**

**24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

**24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

**25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

**26. NOTICE, DELIVERY AND CHOICE OF LAW.**

**26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

**26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or [e-contract software](#).

**26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

**26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

**27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

**28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability and Due Diligence**.

**ADDITIONAL PROVISIONS AND ATTACHMENTS**

1166 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the  
1167 Colorado Real Estate Commission.)

1168 **Sale is contingent upon the final passage of an ordinance by the City Council and approval**  
1169 **thereof by the Mayor, to approve the contract and then for budgeting and appropriating**  
1170 **funds for the purchase of the building.**

1172 **Seller and Buyer may have the option for pre-occupancy. A separate lease will be prepared in**  
1173 **the event pre-occupancy is utilized. The terms of the pre-occupancy will include but are not**  
1174 **limited to:**

1175 **Buyer may lease the 3rd floor of the property prior to close for \$5000/month prorated and**  
1176 **payable on the 1st of the month. Any amounts paid will be paid to Land Title and held in**  
1177 **escrow; monies paid will be credited toward the purchase price at closing. If closing does**  
1178 **not occur, any monies paid as well as earnest money will be due and payable to Seller.**  
1180 **During pre-occupancy, buyer will have all utilities transferred into Buyer name including but**  
1181 **not limited to water, sewer, trash, electricity, natural gas, telephone, internet, security. Seller**  
1182 **will maintain building insurance and taxes. Buyer will be responsible for potential**  
1183 **maintenance and repairs for the 3rd floor during any pre-occupancy period. Buyer may have**  
1184 **network fiber installed with prior notice and authorization from seller. Any damages that may**  
1185 **occur due to installation will be the responsibility of the Buyer. Buyer will maintain proper**  
1186 **business/tenant insurance and provide proof of such. The minimum coverage shall be**  
1187 **\$1,000,000 of general liability insurance.**  
1188  
1189

1191 **30. OTHER DOCUMENTS.**

1192 **30.1. Documents Part of Contract.** The following documents **are a part** of this Contract:  
1193 **none**  
1194  
1195

1196  
1197  
1198  
1199 **30.2. Documents Not Part of Contract.** The following documents have been provided but are **not a**  
1200 **part of this Contract:**  
1201 **closing instructions, source of water addendum, square footage addendum,**  
1202 **inclusions/exclusions addendum**  
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| Signatures |
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\_\_\_\_\_  
Date: \_\_\_\_\_  
Buyer: **CITY OF PUEBLO A MUNICIPAL CORPORATION**  
**By: Heather Graham, Mayor**

**[NOTE: If this offer is being countered or rejected, do not sign this document.]**

\_\_\_\_\_  
Date: \_\_\_\_\_  
Seller: **CK Investments**  
**By: Charles Kessler, Signer**



END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ Does ☒ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ Buyer's Agent ☐ Transaction-Broker in this transaction.

☒ Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☒ Listing Brokerage Firm ☐ Buyer ☐ Other .

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **Sorella Real Estate, LLC**  
**CORE group**

Brokerage Firm's License #: **EC100098955**

Date: \_\_\_\_\_

Broker's Name: **Lindsay Richardson**

Broker's License #: **EA.100069349**

Address: **PO Box 2294 Pueblo, CO 81004**

Phone No.: **719-225-9539**

Fax No.:

Email Address: **coregrouplindsay@gmail.com**

Date: \_\_\_\_\_

Broker's Name: **Angela Torri**

BrokerLicense #: **ER.100024905**

Brokerage Firms Name: **Sorella Real Estate, LLC**

Brokerage Firm's License #: **EC100098955**

Address: **PO Box 2294 Pueblo CO 81004**  
Ph: **719-334-6857** Fax: Email: **coregroupangie@gmail.com**

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**B. Broker Working with Seller**

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☒ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☒ **Seller** ☐ **Buyer** ☐ **Other** .

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **Sorella Real Estate, LLC**

Brokerage Firm's License #: **EC100098955**

\_\_\_\_\_  
Date: \_\_\_\_\_

Broker's Name: **Lindsay Richardson**

Broker's License #: **EA.100069349**

Address: **PO Box 2294 Pueblo, CO 81004**

Phone No.: **719-225-9539**

Fax No.:

Email Address: **coregrouplindsay@gmail.com**

\_\_\_\_\_  
Date: \_\_\_\_\_

Broker's Name: **Angela Torri**

Broker's License #: **ER.100024905**

Brokerage Firm's Name: **Sorella Real Estate, LLC**

Brokerage Firm's License #:

Address: **PO Box 2294 Pueblo, CO 81004**

Phone No.: **719-334-6857**

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Fax No.: **719-334-6857**  
Email Address: **coregroupangie@gmail.com**

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**CBS3-6-23. CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)**

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### ***Inclusions and Exclusions***

Date: 6/26/2024

Property Address: **650 Dittmer Avenue, Pueblo, CO 81005**

***The following will be included in the sale of the property:***

- Large plant in Sellers office***
- Mounted TVs throughout property***
- Chairs in the lobby on the main floor***
- Refrigerator`s***
- Dishwasher`s***

***The following will be excluded from the sale of the property and removed by Seller prior to close as long as said item can be removed without causing undue damage to the property:***

- Desk in Seller`s main office and north office on 3rd floor***
- Mirror mounted on west wall of exam room #6***
- Safes***
- Stereo equipment in OR #1 & #2(Denon receivers in ORs #1 & #2 ,CD changer in OR #1, etc.)***

***---All Medical equipment and supplies to include but not limited to:***

- Exam/OR tables***
- Stretchers***
- Main computer servers and network switching (if not already removed)***
- Skytron OR lights(2) for OR #1 and OR #2 including all hardware/ceiling extension tubes, and wall power supplies***
- Any and all Med Gas manifolds, valves, regulators, switches, power supplies, gauges, ceiling connections, Chemetron control panels/etc., oxygen wall delivery outlets with hardware, and other infrastructure, etc.(gas lines in walls will remain as part of sale).***
- Built in Autoclave including valves, regulators, switches, power supplies, gauges, connections, infrastructure external to wall, etc.***
- Steris sterilization units(2) including power supplies, instant heating units, other heating units, storage tanks along with infrastructure external to wall***
- Blanket and fluid warmers, Steris/AMSCO/etc.***
- OR/PACU medical vacuum pump with storage tank including associated hardware, and wall outlets. Chemtron and Baldor***
- OR medical grade air delivery/filtration system including all hardware, power, regulators, gauges, etc.***
- C Lockers including other types of medical/surgical storage/supply carts, moveable racks and/or lockers***
- Built in ultrasonic instrument cleaner and any other attached processing devices of medical/surgical equipment/instrumentation***

\_\_\_\_\_  
Date: \_\_\_\_\_  
Seller: **CK Investments**  
**By: Charles Kessler, Signer**

\_\_\_\_\_  
Date: \_\_\_\_\_  
Buyer: **CITY OF PUEBLO A MUNICIPAL CORPORATION**  
**By: Heather Graham, Mayor**

Selling Brokerage Firm's Name: **Sorella Real Estate, LLC** **CORE group**

\_\_\_\_\_  
Broker: **Lindsay Richardson**

\_\_\_\_\_  
Broker: **Angela Torri**

\_\_\_\_\_  
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Sorella Real Estate, LLC  
Lindsay Richardson Broker/Owner CORE group  
Ph: 719-225-9539

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (EMP 80-5-04)

**EARNEST MONEY  
Promissory Note**

U.S. \$ 10,000.00

City: Pueblo, State: CO Date: 6/27/2024

FOR VALUE RECEIVED,

Name(s) OF Maker(s): CITY OF PUEBLO A MUNICIPAL CORPORATION

Address: 650 Dittmer Avenue, Pueblo CO 81005

jointly and severally, promise to pay to the order of

Charles Kessler

the sum of

ten thousand (\$10,000) Dollars,

with interest at 0 per cent per annum from none until paid.

Both principal and interest are payable in U.S. dollars on or before Close, payable at

Land Title Guarantee Company

or at such other address as note holder may designate. Presentment, notice of dishonor, and protest are hereby waived. If this note is not paid when due, I/we agree to pay all reasonable costs of collection, including attorney's fees.

\_\_\_\_\_  
Date: \_\_\_\_\_  
Maker: CITY OF PUEBLO A MUNICIPAL CORPORATION  
By: Heather Graham, Mayor

This note is given as earnest money for the contract on the following property:

650 Dittmer Avenue, , Pueblo CO 81005

EARNEST MONEY - Promissory Note

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**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 8, 2024

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Bob Jagger, Acting City Attorney

**SUBJECT:** AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBDIVISION PARTICIPATION AND RELEASE FORM WITH RESPECT TO THE NATIONAL OPIOIDS SETTLEMENT REACHED WITH THE KROGER CO.

**SUMMARY:**

This Ordinance approves and authorizes the Mayor to sign a Subdivision Participation and Release Form with respect to the recovery of settlement funds by the City as a result of the opioid crisis and specifically the national opioid settlement reached with The Kroger Co. ("Kroger Settlement").

**PREVIOUS COUNCIL ACTION:**

Ordinance No. 10031 (10/27/2021). The Pueblo City Council approved and authorized the Mayor to sign:

- Settlement Agreements with AmerisourceBergen; Cardinal Health; McKesson and Janssen Pharmaceuticals and its parent company Johnson & Johnson; and
- A Memorandum of Understanding and an Escrow Agreement with the Office of the Colorado Attorney General regarding the distribution of opioid settlement proceeds.

Ordinance No. 10406 (3/13/2023). This Ordinance establishes Fund No. 226 - Opioid Abatement Settlement, and budgets and appropriates funds which have been distributed and will be paid to the City in the future from the National Opioid Settlement fund.

Ordinance No. 10415 (3/13/2023). The Pueblo City Council approved and authorized the Mayor to sign Settlement Participation and General Release Agreements with respect to Teva Pharmaceutical Industries Ltd. and Allergan Finance, LLC/Allergan Limited, as well as with Walmart Inc., CVS Health Corporation/CVS Pharmacy, Inc., and Walgreen Co.

**BACKGROUND:**

Colorado is participating in the Kroger Settlement and pursuant thereto Colorado Attorney General Phil Weiser has reached a settlement with The Kroger Co. for its role in the opioid crisis. It is recommended that the City participate in this settlement. In order to do so, the Subdivision Participation and Release Form must be approved by the Pueblo City Council and returned to the Office of the Colorado Attorney General no later than August 12, 2024.

All opioid settlement funds that are received as a result of the settlement will follow the same Colorado Opioid Settlement Memorandum of Understanding that was signed in 2021 pursuant to Ordinance No. 10031. Under the Colorado MOU, settlement proceeds will be distributed as follows:

1. 10% directly to the State (“State Share”)
2. 20% directly to Participating Local Governments (“LG Share”)
3. 60% directly to Regions (“Regional Share”)
4. 10% to specific abatement infrastructure projects (“Statewide Infrastructure Share”)

**FINANCIAL IMPLICATIONS:**

If the attached agreements are approved, it is anticipated that the City of Pueblo will receive approximately \$360,186 as its Participating Local Government Share

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

City Council could decide not to participate in the settlement.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

## 1. Participation and Release Form

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBDIVISION PARTICIPATION AND RELEASE FORM WITH RESPECT TO THE NATIONAL OPIOIDS SETTLEMENT REACHED WITH THE KROGER CO.

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

SECTION 1.

Subdivision Participation and Release Form with respect to the recovery of settlement funds by the City as a result of the opioid crisis and specifically the national opioid settlement reached with The Kroger Co., a copy of which is attached hereto, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Participation and Release Form 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 Participation and Release Form to implement the policies and procedures described herein.

SECTION 4.

Pursuant to Ordinance No. 10406, all distributed funds under the settlement are budgeted and appropriated into Fund No. 226 - Opioid Abatement Settlement and shall only be used for payment of eligible expenses.

SECTION 5.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on \_\_\_\_\_.

Final adoption of Ordinance by City Council on \_\_\_\_\_.

\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

☐ Approved on \_\_\_\_\_.

☐ Disapproved on \_\_\_\_\_ based on the following objections:

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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

\_\_\_\_\_  
City Clerk



**Subdivision Participation and Release Form**

|                                         |           |
|-----------------------------------------|-----------|
| Governmental Entity: Pueblo city        | State: CO |
| Authorized Signatory: Heather Graham    |           |
| Address 1: 1 City Hall Place            |           |
| Address 2: 2nd Floor                    |           |
| City, State, Zip: Pueblo Colorado 81003 |           |
| Phone: 719-553-2611                     |           |
| Email: hgraham@pueblo.us                |           |

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National



Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.



11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: Heather Graham

Title: Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk







**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 8, 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 AMENDING SECTION 10, CHAPTER 4 OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE RESIDENCY REQUIREMENT FOR CERTAIN UNCLASSIFIED EMPLOYEES.

**SUMMARY:**

Attached is an Ordinance which amends Section 6-4-10 of the Pueblo Municipal Code to change the residency requirements for certain unclassified employees.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

Section 6-1 of the City Charter requires that the City Attorney be a resident of the City of Pueblo and in March 2016, the City Charter also required the City Manager to be a resident of the City of Pueblo. On or about March 14, 2016, City Council approved an Ordinance requiring all Directors, Heads of Bureaus and Departments, and Assistant Managers to live within the City of Pueblo. Section 6-4-10 affects the following twenty-four (24) positions:

- Assistant City Manager
- Assistant City Manager of Community Investment
- Assistant City Manager of Development Services
- Assistant City Manager of Finance
- Assistant City Manager of Stormwater
- City Attorney
- City Clerk
- City Manager
- Deputy City Manager
- Director of Aviation
- Director of Finance

Director of Housing and Citizen Services  
Director of Human Resources  
Director of Information Technology  
Director of Parks and Recreation  
Director of Planning  
Director of Public Works  
Director of Purchasing  
Director of Stormwater  
Director of Transit  
Director of Wastewater  
Fire Chief  
Municipal Court Judge  
Police Chief

Anyone hired to one of these positions after the Ordinance was passed who did not live within the City of Pueblo was required to establish residency within the City within six (6) months of their hire date.

Since 2016 when the Ordinance was passed by City Council, the City has struggled to recruit qualified candidates to these director level positions. Many potential candidates have established properties outside the City, or for personal reasons, are unable or unwilling to reside within the City limits. In addition, there is a shortage of affordable housing within the City of Pueblo.

Few, if any, other cities in Colorado require all of their directors to live within the city's boundaries. If a residency requirement exists, it is typically only for the City Manager. The City will soon be seeking a new Finance Director. Modifying the residency requirement will allow staff to expand the potential applicant pool when recruiting, not only for the Finance Director but all new Directors, Heads of Bureaus and Departments, and Assistant Managers and to ensure the City is able to attract and retain the most qualified people in these positions.

**FINANCIAL IMPLICATIONS:**

None.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable.

**STAKEHOLDER PROCESS:**

Not applicable.

**ALTERNATIVES:**

City Council could continue to require all Directors, Heads of Bureaus and Departments, and Assistant Managers to live within the City of Pueblo.

**RECOMMENDATION:**

Approve the Ordinance.

**ATTACHMENTS:**

None

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 10, CHAPTER 4 OF  
TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO  
THE RESIDENCY REQUIREMENT FOR CERTAIN  
UNCLASSIFIED EMPLOYEES.

WHEREAS, all Directors, Heads of Bureaus and Departments, and Assistant Managers are currently required to live within the City of Pueblo;

WHEREAS, since this requirement was added to the City Code in 2016, the City has struggled to recruit qualified candidates to apply for director level positions;

WHEREAS, there currently exists a shortage of affordable housing within the City limits;

WHEREAS, the City will be recruiting a new Finance Director making reevaluating the residency requirement timely; and

WHEREAS, modifying the residency requirement will allow staff to expand the potential applicant pool when recruiting new Directors, Heads of Bureaus and Departments, and Assistant Managers and to ensure the City is able to attract and retain the most qualified people in these positions; NOW, THEREFORE,

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

(brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 6-4-10 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 6-4-10. Residency Requirement.

(a) [The following unclassified employees of the City] **All Directors, Heads of Bureaus and Departments, and Assistant Managers**, who are appointed on or after May 1, 2016, shall, as a condition of their employment, and as a condition of their continued employment, reside within the [corporate] boundaries of **Pueblo County** [the City of Pueblo], within six months after appointment and first date of employment.

[(1) The Directors and Heads of Bureaus and Departments; and

(2) Assistant Managers.]

(b) For the purposes of this Section, “reside” shall mean to establish, maintain and occupy a dwelling, as an employee’s primary residence, within **the boundaries of Pueblo County** [the corporate boundaries of the City] on a continuous and permanent basis.

(c) Any employee who violates any provision or requirement of this Section shall be terminated and his or her position with the City shall be declared vacant.

(d) The requirements of Subsection (a) of this Section are not applicable to persons who were appointed or employed as Directors and Heads of Bureaus and Departments and Assistant Managers prior to May 1, 2016.



**SECTION 2.**

If any part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or Chapter 4 of Title VI of the Pueblo Municipal Code.

**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 herein.

**SECTION 4.**

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on \_\_\_\_\_.

Final adoption of Ordinance by City Council on \_\_\_\_\_.

\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

☐ Approved on \_\_\_\_\_.

☐ Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mayor

**Action by City Council After Disapproval by the Mayor:**

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

☐ Ordinance re-adopted on a vote of \_\_\_\_\_, on \_\_\_\_\_

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

\_\_\_\_\_  
President of City Council

ATTEST

---

City Clerk



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** July 8, 2024

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Regina Maestri, Councilor

**SUBJECT:** A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO AMERICAN CANCER SOCIETY IN THE AMOUNT OF \$1,500 TO SPONSOR THE RELAY FOR LIFE ON SATURDAY, SEPTEMBER 14, 2024, AT RUNYON FIELD SPORTS COMPLEX

**SUMMARY:**

Attached for consideration is a request for support of the American Cancer Society in the amount of \$1,500 to sponsor the Relay for Life on Saturday, September 14, 2024, at Runyon Field Sports Complex.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

At Relay For Life, no donation is too small, each and every dollar counts. Your donations help fund groundbreaking cancer research, patient care programs, and can make a difference in communities like ours. With every donation, you are helping the American Cancer Society save lives.

At Relay For Life events, no one faces cancer alone. We come together every year at more than 2,500 Relay events around the country to support and celebrate survivors and caregivers.

Pueblo's Relay for Life will take place on Saturday, September 14, 2024, at Runyon Field Sports Complex.

**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 the American Cancer Society.

**BOARD/COMMISSION RECOMMENDATION:**

N/A

**STAKEHOLDER PROCESS:**

N/A

**ALTERNATIVES:**

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

**RECOMMENDATION:**

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

**ATTACHMENTS:**

1. 2024 Pueblo RFL Sponsorship Commitment Form (1)
2. 2024 Contingencies (Council) American Cancer Society Relay for Life

RESOLUTION NO. 15685

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO AMERICAN CANCER SOCIETY IN THE AMOUNT OF \$1,500 TO SPONSOR THE RELAY FOR LIFE ON SATURDAY, SEPTEMBER 14, 2024, AT RUNYON FIELD SPORTS COMPLEX

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 the American Cancer Society to sponsor Relay for Life on Saturday, September 14, 2024, at Runyon Field Sports Complex.

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.

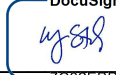
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: July 8, 2024

BY: Joe Latino  
MEMBER OF CITY COUNCIL

APPROVED: Mark Bliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



# Relay For Life of Pueblo

## 2024 Sponsorship Commitment Form

Business name: \_\_\_\_\_

Street address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Contact name: \_\_\_\_\_

Telephone number (business): \_\_\_\_\_ Fax number: \_\_\_\_\_

Email: \_\_\_\_\_ Web address: \_\_\_\_\_

### COMMITMENT LEVEL

☐ \$10,000 – Premier ☐ \$5,000 – Presenting ☐ \$2,500 – Platinum ☐ \$1,500 – Gold ☐ \$1,000 – Silver

☐ \$500 – Bronze ☐ \$500 – Survivor Food ☐ \$500 – Survivor Tent ☐ \$250 – Signature

☐ \$5,000 – Survivor –Caregiver Sponsor

☐ \$3,000 – Luminaria Sponsor

### METHOD OF PAYMENT

☐ Enclosed is my sponsorship check in the amount of \$ \_\_\_\_\_

☐ I will pay via credit card at the link below or by scanning the QR Code below.

**Please email a copy of this form to [relayforlifepueblo@yahoo.com](mailto:relayforlifepueblo@yahoo.com) when your payment is received.**



☐ Please send invoice to: \_\_\_\_\_

☐ We are unable to be a designated Relay For Life sponsor this year, but enclosed is our donation of \$ \_\_\_\_\_

Sponsor signature: \_\_\_\_\_ Date: \_\_\_\_\_

**(Please sign and retain a copy for your records.)**

Please email an **EPS logo and JPG logo** to [relayforlifepueblo@yahoo.com](mailto:relayforlifepueblo@yahoo.com) by **8/1/2024** to ensure high-quality printing. If an .eps file is not available, please send highest quality available. Note, submitting a low resolution logo may require signage to be printed in text in order to maintain quality.

**Please return form to the address below:**  
**American Cancer Society**  
**Attn: Relay For Life Pueblo- 2L7L8Z**  
**P.O. Box 2438**  
**Kennesaw, GA 30156**

Name of team or individual to be credited with this Sponsorship:

\_\_\_\_\_  
☐ Not Applicable

**RelayForLife.org | 1.800.227.2345**

The American Cancer Society cares about your privacy and protects how we use your information. To view our full privacy policy or if you have any questions, please visit us at [cancer.org](http://cancer.org) and click on the "privacy" link at the bottom of the page or call us anytime at 1-800-227-2345.

American Cancer Society, Inc.  
Federal Tax ID #13-1788491  
Organized under IRC 501(c)(3)

©2019 American Cancer Society, Inc. No. 013279

[illegible]



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** July 8, 2024

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Regina Maestri, Councilor

**SUBJECT:** A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE ASSISTANCE LEAGUE OF PUEBLO IN THE AMOUNT OF \$2,000 TO SPONSOR OPERATION SCHOOL BELL AND THE HOLIDAY FASHION PREVIEW ON SATURDAY, DECEMBER 7, 2024, AT THE PUEBLO CONVENTION CENTER

**SUMMARY:**

Attached for consideration is a request for support of the Assistance League of Pueblo in the amount of \$2,000 to sponsor Operation School Bell and the Holiday Fashion Preview on Saturday, December 7, 2024, at the Pueblo Convention Center.

**PREVIOUS COUNCIL ACTION:**

Council supported this event for \$1,000 in 2021, 2022, and 2023.

**BACKGROUND:**

The Assistance League Pueblo proudly asks for your support of its largest philanthropic program, Operation School Bell. This year, with your help, they plan to assist 1000 deserving children with new school clothes, age-appropriate books and health hygiene kits. To date, Assistance League Pueblo has supported more than 40,000 students through our 55-year history in the Pueblo community. The Holiday Fashion Preview and Luncheon is scheduled for Saturday, December 7, 2024, at the Pueblo Convention Center.

**FINANCIAL IMPLICATIONS:**

Funds in the amount of \$2,000 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to Assistance League of Pueblo, Inc.



**BOARD/COMMISSION RECOMMENDATION:**

N/A

**STAKEHOLDER PROCESS:**

N/A

**ALTERNATIVES:**

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

**RECOMMENDATION:**

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

**ATTACHMENTS:**

1. 2024 Contingencies (Council) Assistance League Operation School Bell
2. Assistance League Operation School bell Request 2024

RESOLUTION NO. 15686

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE ASSISTANCE LEAGUE OF PUEBLO IN THE AMOUNT OF \$2,000 TO SPONSOR OPERATION SCHOOL BELL AND THE HOLIDAY FASHION PREVIEW ON SATURDAY, DECEMBER 7, 2024, AT THE PUEBLO CONVENTION CENTER

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$2,000 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to the Assistance League of Pueblo to sponsor Operation School Bell and the Holiday Fashion Preview on Saturday, December 7, 2024, at the Pueblo Convention Center.

SECTION 2.

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

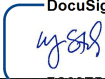
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: July 8, 2024

BY: Brett Boston  
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK





*Transforming Lives • Strengthening Community*

**1112 Pueblo Blvd Way, Pueblo, Colorado 81005-2199**

**(719) 544-1528 | [www.assistanceleaguepueblo.org](http://www.assistanceleaguepueblo.org)**

**Chartered in 1968**

June 10, 2024

Alyssa Parga  
Pueblo City Council  
One City Hall Place  
Pueblo, CO 81003

Dear Alyssa,

Have you ever watched a child's eyes light up as she hugs her new winter coat, gazes down at his new shoes, turns the colorful pages of a book she chose for herself, or gets excited over his new toothbrush and very own tube of toothpaste? Have you ever seen parents' eyes sparkle from watching the joyful enthusiasm of their children getting new clothes to start the school year? That's what happens during Operation School Bell®, the Assistance League® of Pueblo's major philanthropic program.

The Assistance League is again asking for your support in underwriting this worthwhile endeavor. Our annual fundraiser the Holiday Fashion Preview and Luncheon is specifically earmarked for Operation School Bell. The program has been in existence for 51 years, assisting children of need within both Pueblo school districts with new school clothes, health hygiene kits and age-appropriate books. To date we have supported nearly 42,000 children in the Pueblo community.

This year, with your help, we plan to assist approximately 1,000 deserving children through Operation School Bell. The Holiday Fashion Preview and Luncheon is scheduled for Saturday, December 7, 2024, at the Pueblo Convention Center. We invite you to attend our annual fundraiser to celebrate and continue the success of Operation School Bell.

Thank you for your past support! Please consider helping the Assistance League make a difference in the lives of needy children in the Pueblo area by becoming an underwriter of this event. See the enclosed Underwriting Opportunities page and Underwriting/Sponsor form for ordering event tickets.

Kind regards,

*Susan Bernal*

Susan Bernal  
President

*Laura Adamson*

Laura Adamson  
Underwriting Chair



## 2024 Holiday Fashion Preview & Luncheon Underwriting Opportunities ALL Event Proceeds Support Operation School Bell®

### **\$5,025 and above**

- ❖ Two Minute Podium Time
- ❖ Table Favor Opportunity
- ❖ Banner Display
- ❖ Logo Placement in Advertising
- ❖ Prime Seating Location
- ❖ Recognition at Event by Emcee
- ❖ Two Full Page Ads in Program
- ❖ Recognition in Program & Table Signage
- ❖ Recognition on ALP Website
- ❖ Recognition on ALP Facebook Page
- ❖ Ten Complimentary Tickets to Event

### **\$2,525 - 5,024**

- ❖ Banner Display
- ❖ Logo Placement in Advertising
- ❖ Prime Seating Location
- ❖ Recognition at Event by Emcee
- ❖ One Full Page Ad in Program
- ❖ Recognition in Program & Table Signage
- ❖ Recognition in Video Presentation
- ❖ Recognition on ALP Facebook Page
- ❖ Eight Complimentary Tickets to Event

### **\$1,025 - 2,524**

- ❖ Prime Seating Location
- ❖ Recognition at Event by Emcee
- ❖ Half Page Ad in Program
- ❖ Recognition in the Video Presentation
- ❖ Recognition in Program & Table Signage
- ❖ Recognition on ALP Facebook Page
- ❖ Four Complimentary Tickets to Event

### **\$525 - 1,024**

- ❖ Recognition at Event by Emcee
- ❖ One Quarter Page Ad in Program
- ❖ Recognition in Program & Table Signage
- ❖ Recognition in Video Presentation
- ❖ Recognition on ALP Facebook Page
- ❖ Three Complimentary Tickets to Event

### **\$225 - 524**

- ❖ Recognition in Program & Table Signage
- ❖ Recognition in Video Presentation
- ❖ Two Complimentary Tickets to Event

### **\$125 - 224**

- ❖ Recognition in Program & Table Signage
- ❖ Recognition in Video Presentation
- ❖ One Complimentary Ticket to Event

**ALL proceeds stay within the  
Pueblo City/County Community**

**For Information Contact**  
 Laura Adamson @ 719-251-2491  
 LauraAdamsonALP@gmail.com  
 Assistance League Pueblo  
 1112 Pueblo Blvd Way  
 Pueblo, CO 81005



**Caring & Commitment in Action**

*(Please return this form with your donation or your commitment)*

**Sponsor/Underwriter Information**

**Company or Individual:** \_\_\_\_\_

**Contact name** \_\_\_\_\_

**Address** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Contact phone #** \_\_\_\_\_

**Email address** \_\_\_\_\_

**Amount of Sponsorship** \$ \_\_\_\_\_

**Would you like to be invoiced?** \_\_\_\_yes \_\_\_\_no

**Would you like payment by credit card?** \_\_\_\_yes \_\_\_\_no

\_\_\_\_ VISA \_\_\_\_ Mastercard \_\_\_\_ Discover \_\_\_\_ American Express

**Cardmember** \_\_\_\_\_ **Signature** \_\_\_\_\_

**Card number** \_\_\_\_\_ **Expiration Date** \_\_\_\_\_ **Security Code** \_\_\_\_\_

**Assistance League Pueblo® will gladly accept your sponsorship donation at any time prior to the end of October 2024. In order to be included in our event program, we must receive your sponsorship by October 31, 2024 at 1112 Pueblo Blvd Way, Pueblo, CO 81005.**

**Do you wish to receive your complimentary tickets to the event or would you prefer to donate them back to the Assistance League?**

\_\_\_\_receive tickets **Mailing Information:**

**Address** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

\_\_\_\_donate tickets

**If you have dealt with a particular member of Assistance League, please provide her name:**

\_\_\_\_\_

**Assistance League Pueblo appreciates your support of our major philanthropic program, Operation School Bell®, which will continue due to the generosity of companies and individuals like you. Thank you!**



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** July 8, 2024

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Regina Maestri, Councilor

**SUBJECT:** A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO MAD FRESH PRODUCTIONS IN THE AMOUNT OF \$2,000 TO SPONSOR THE 6TH ANNUAL MULTICULTURAL FESTIVAL AT MINERAL PALACE PARK ON SATURDAY, OCTOBER 5, 2024

**SUMMARY:**

Attached for consideration is a request for support of Mad Fresh Productions in the amount of \$2,000 to sponsor the 6th Annual Multicultural Festival at Mineral Palace Park on Saturday, October 5, 2024.

**PREVIOUS COUNCIL ACTION:**

Council supported this event for \$2,000 in 2023 and 2022.

**BACKGROUND:**

City Council Member Regina Maestri is requesting \$2,000 to support the 6th Annual Multicultural Festival at Mineral Palace Park on Saturday, October 5, 2024. The event is free to the public and celebrates the culture, education, dance, song, crafts, food and vendors of people of the world in Pueblo, Colorado. Dance groups represented include Aztec, Russian, Egyptian, Native American, African, Mexican, Soul, and more. Food trucks will be on site along with vendors and booths.

**FINANCIAL IMPLICATIONS:**

Payment of funds in the amount of \$2,000 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to Mad Fresh Productions.

**BOARD/COMMISSION RECOMMENDATION:**

N/A

**STAKEHOLDER PROCESS:**

N/A

**ALTERNATIVES:**

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

**RECOMMENDATION:**

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

**ATTACHMENTS:**

1. 2024 Contingencies (Council) MultiCultural Festival Mad Fresh
2. Multicultural Festival Request 2024



RESOLUTION NO.

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO MAD FRESH PRODUCTIONS IN THE AMOUNT OF \$2,000 TO SPONSOR THE 6TH ANNUAL MULTICULTURAL FESTIVAL AT MINERAL PALACE PARK ON SATURDAY, OCTOBER 5, 2024

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$2,000 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to Mad Fresh Productions to sponsor the 6th Annual Multicultural Festival at Mineral Palace Park on Saturday, October 5, 2024.

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: July 8, 2024

BY: Roger Gomez  
MEMBER OF CITY COUNCIL

APPROVED: \_\_\_\_\_  
PRESIDENT OF CITY COUNCIL

ATTESTED BY: \_\_\_\_\_  
CITY CLERK

[illegible]



city of

**PUEBLO**

colorado

## CITY OF PUEBLO SPONSORSHIP REQUEST

Date of Request: 06-10-24

Name: Javier Quinones

Business/Non-Profit Name: Mad Fresh Productions

Phone: 719-419-3493 E-Mail: hiphop@madfreshproductions.org

Name of Event: 6th Annual Multicultural Festival

Date of Event: Oct. 5th, 2024 Amount requested: \$2000.00

**\*\*\*Supporting event documents must be attached to this request\*\*\***

Make check payable to:

Business/Non-Profit Name: Mad Fresh Productions

Address: 1425 E. 19th Street  
Pueblo, CO, 81001

Phone: 719-491-3493

**Please note:** If the payee listed above is not an established vendor with the City of Pueblo, the application must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo we will confirm the information listed above. If the information does not match our records, it must be updated before payment can be processed.

---

**OFFICE USE ONLY:**

Amount approved: \_\_\_\_\_ Supporting Councilmember: \_\_\_\_\_

Agenda date: \_\_\_\_\_ Vendor Confirmation Date: \_\_\_\_\_

Mad Fresh Productions

6th Annual

# MULTICULTURAL Festival



**YOUR LOGO HERE**

Email: [hiphop@madfreshproductions.org](mailto:hiphop@madfreshproductions.org)

OCT. 5TH | MINERAL PALACE PARK | 11:00am-6:00pm

◆◆◆◆◆ 1600 N SANTA FE, PUEBLO, CO ◆◆◆◆◆

MadFreshProductions.Org



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** July 8, 2024

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Regina Maestri, Councilor

**SUBJECT:** A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO CRISIS PREGNANCY CENTER, INC. DBA A CARING PREGNANCY CENTER IN THE AMOUNT OF \$1,500 TO SPONSOR THE ANNUAL FUNDRAISING BANQUET AT PUEBLO CONVENTION CENTER ON FRIDAY, SEPTEMBER 6, 2024

**SUMMARY:**

Attached for consideration is a request for support of A Caring Pregnancy Center in the amount of \$1,500 to sponsor the Annual Fundraising Banquet at Pueblo Convention Center on Friday, September 6, 2024.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

City Council Member Regina Maestri is requesting \$1,500 to support A Caring Pregnancy Center's Annual Fundraising Banquet at Pueblo Convention Center on Friday, September 6, 2024. ACPC is excited to welcome the nationally acclaimed public speaker and pro-life activist, Melissa Ohden, as this year's keynote speaker. Melissa is a survivor of a failed saline infusion abortion and author of *You Carried Me: A Daughter's Memoir and Abortion Survivors Break Their Silence*, due to release this year.

**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 A Caring Pregnancy Center.

**BOARD/COMMISSION RECOMMENDATION:**

N/A

**STAKEHOLDER PROCESS:**

N/A

**ALTERNATIVES:**

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

**RECOMMENDATION:**

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

**ATTACHMENTS:**

1. FW\_ ACPC Corporate sponsorship opportunities available now
2. 2024 Contingencies (Council) A Caring Pregnancy Center

RESOLUTION NO. 15687

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO CRISIS PREGNANCY CENTER, INC. DBA A CARING PREGNANCY CENTER IN THE AMOUNT OF \$1,500 TO SPONSOR THE ANNUAL FUNDRAISING BANQUET AT PUEBLO CONVENTION CENTER ON FRIDAY, SEPTEMBER 6, 2024

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 A Caring Pregnancy Center to sponsor the Annual Fundraising Banquet at Pueblo Convention Center on Friday, September 6, 2024.

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.

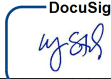
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: July 8, 2024

BY: Regina Maestri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK

**From:** [Regina Maestri](#)  
**To:** [Alyssa Parga](#)  
**Subject:** FW: [External] Corporate sponsorship opportunities available now!  
**Date:** Thursday, June 20, 2024 8:09:51 AM

---

Please provide a \$1500 sponsorship for their event, they provide healthcare and support for pregnant women in our community.

Regina

Sent with BlackBerry Work  
([www.blackberry.com](http://www.blackberry.com))

---

**From:** A Caring Pregnancy Center <[office@acpcpueblo.org](mailto:office@acpcpueblo.org)>  
**Date:** Wednesday, Jun 19, 2024 at 9:15 AM  
**To:** Regina Maestri <[RMaestri@pueblo.us](mailto:RMaestri@pueblo.us)>  
**Subject:** [External] Corporate sponsorship opportunities available now!

**External email. Please use caution.**

*"ACPC exists to empower women and families in the greater Pueblo area with the educational, emotional, and spiritual resources they need to choose life and thrive."*

[View this email in your browser](#)

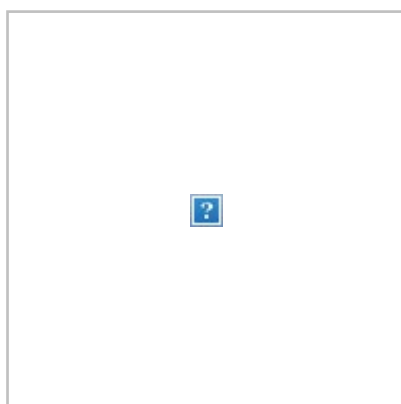


ACPC would like to invite you to be a sponsor of our upcoming [Annual Fundraising Banquet](#). As a prominent and respected community partner, your support would be invaluable to us and our mission.

**The sponsorship deadline is fast approaching, and we ask that you consider becoming a sponsor before August 9th.** Our [sponsorship packages](#) start at \$650, and your business/church will be advertised to thousands of people in Pueblo via various multimedia methods. As a sponsor, you will not only help out ACPC, but you will also be **showing your support for women who are making difficult life choices, and for preborn children who are at great risk.**

We're excited to welcome the nationally acclaimed public speaker and pro-life activist, [Melissa Ohden](#), as this year's keynote speaker. Melissa is a survivor of a failed saline infusion abortion and author of *You Carried Me: A Daughter's Memoir* and *Abortion Survivors Break Their Silence*, due to release this year. She is also the Founder and Director of [The Abortion Survivors Network](#), the only healing and advocacy organization for abortion survivors worldwide, and The Education and Policy Center, which impacts policy issues related to abortion and abortion survivors.

Please let us know if you would like more information about our sponsorship packages, or if you have any questions. We thank you in advance for your consideration, and look forward to hearing back from you.



Sincerely,



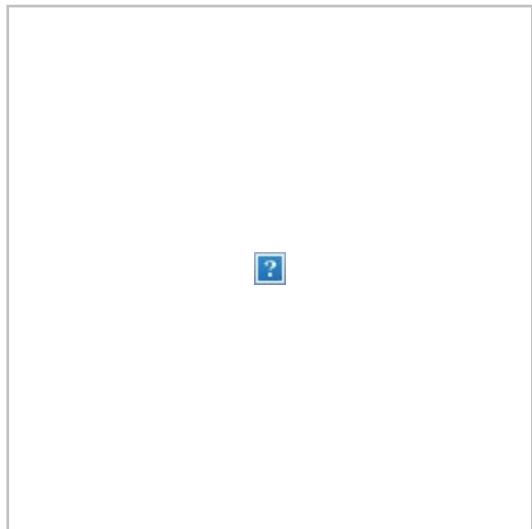
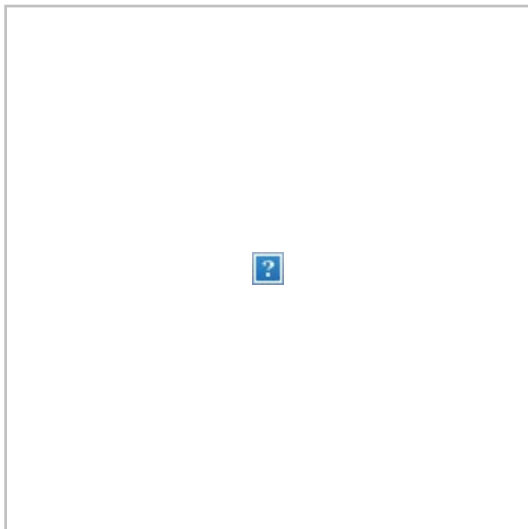
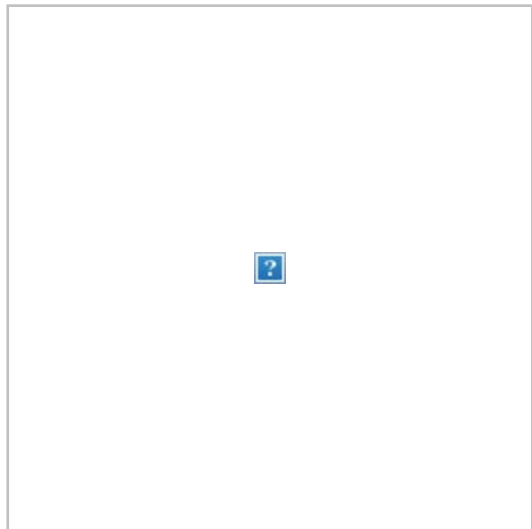
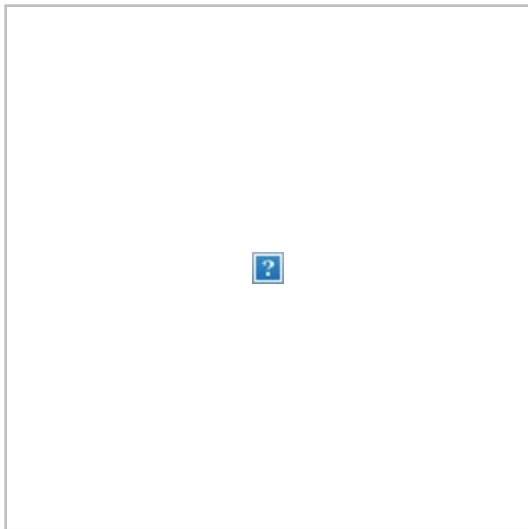
Tamra Axworthy  
ACPC CEO

[Download Corporate Sponsorship Packet](#)

***Sponsorship Deadline: Aug 09, 2024***

---

## 2024 Sponsorship Opportunities



\*Add a table that seats 10 for an additional \$650

[Visit Official Event Page](#)

---

## ***Event Details***

**Date:** Friday, September 06, 2024

**Dinner & Speaker:** 6:30pm

**Location:** Pueblo Convention Center  
320 Central Main St.

[MAP](#)

## ***Speaker: Melissa Ohden***

Founder, The Abortion Survivors Network,  
Author of "Abortion Survivors Break Their Silence"

### ***Speaker Biography***

**Melissa Ohden**, a survivor of a failed saline infusion abortion, is a Master's level prepared Social Worker and author of *You Carried Me: A Daughter's Memoir* and *Abortion Survivors Break Their Silence*, due to release this year. She is also the Founder and Director of The Abortion Survivors Network, the only healing and advocacy organization for abortion survivors worldwide, and The Education and Policy Center, which impacts policy issues related to abortion and abortion survivors. As of July 2021, Melissa and her team have connected with 397 survivors. Melissa is a voice for the voiceless, fulfilling the purpose she believes God set out for her when He saved her from the certain death of the abortion attempt.

[Read More About Melissa Ohden](#)

## ***With Special Guest, Heartbeat International President, Jor-El Godsey***

**Jor-El Godsey** is a dedicated leader and passionate advocate for the pro-life movement, currently serving as the President of Heartbeat International. With a heart for serving women, families, and communities, Jor-El has spent decades championing the cause of life and empowering pregnancy help organizations to make a positive impact.

In addition to his role at Heartbeat International, Jor-El is a sought-after speaker and educator, sharing his expertise and insights at conferences, seminars, and events worldwide. ACPC is honored to welcome Jor-El to serve as our emcee for the evening.

[Read More About Heartbeat International](#)



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**ACPC Life Services** [www.acpcpueblo.org](http://www.acpcpueblo.org)

**ACPC Women's Clinic** [www.acpcwc.org](http://www.acpcwc.org)

**ACPC is located at:** 500 Colorado Ave. Pueblo, CO 81004

**ACPC Women's Clinic is located at:** 510 Colorado Ave, Pueblo, CO 81004

**Phone:** 719.544.9321

**Email:** puebloacpc@gmail.com

**FAX:** 719.544.0217

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**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 8, 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 2023 COLORADO DIVISION OF CRIMINAL JUSTICE, OFFICE OF ADULT AND JUVENILE ASSISTANCE, COMMUNITY INITIATIVE TO REDUCE VIOLENCE GRANT IN THE AMOUNT OF \$131,660, RATIFYING THE PRIOR SIGNATURE OF THE MAYOR TO EXECUTE THE GRANT AWARD LETTER AND RELATED DOCUMENTS, ESTABLISHING PROJECT NUMBER CI2219, AND BUDGETING AND APPROPRIATING THE GRANT FUNDS OF \$131,660 TO SAID PROJECT

**SUMMARY:**

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

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

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

**FINANCIAL IMPLICATIONS:**

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

CI2219.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

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

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

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



ORDINANCE NO. 10733

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

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

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

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

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

SECTION 1.

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

SECTION 2.

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

SECTION 3.

Project No. CI2219 is hereby established.

SECTION 4.

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

SECTION 5.

Pursuant to the Agreement, the State of Colorado, Colorado Division of Criminal Justice, Office of Adult and Juvenile Assistance, ("State") may unilaterally amend the terms of the Agreement or the amount of grant funds pursuant to an updated Grant Award Letter or other change letter. In the event the State increases the grant award via such a letter, the additional funds may be accepted pursuant to this Ordinance and budgeted and appropriated into Project No. CI2219, where said funds shall only be expended and used for this project.

SECTION 6.

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

SECTION 7.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on June 24, 2024.

Final adoption of Ordinance by City Council on July 8, 2024.

DocuSigned by:  
  
B7A4F51823AB5462...

---

President of City Council

**Action by the Mayor:**

☒ Approved on 7/9/2024 | 12:03 PM MDT.

☐ Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DocuSigned by:  
  
3A85950B7BCA462...

---

Mayor

**Action by City Council After Disapproval by the Mayor:**

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

\_\_\_\_\_  
President of City Council

ATTEST

\_\_\_\_\_  
City Clerk

DocuSigned by:  
  
7C02EBDFFC3D43C...

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

DCJ Grant #: 2023-CP-23-11

**GRANT AWARD LETTER  
 (Intergovernmental Grant Agreement)**

**SUMMARY OF GRANT AWARD TERMS AND CONDITIONS**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>State Agency</b><br>Department of Public Safety, Division of Criminal Justice                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>DCJ Grant Number</b><br>2023-CP-23-11                                                                                                                                                                                                                       |
| <b>Grantee</b><br>City of Pueblo                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Federal Unique Entity Identifier (UEI)</b><br>NJK3BNUDRHJ7                                                                                                                                                                                                  |
| <b>Grant Issuance Date (Start Date)</b><br>The later of the Effective Date or January 1, 2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Grant Expiration Date (End Date)</b><br>June 30, 2024                                                                                                                                                                                                       |
| <b>Grant Amount</b><br>State Fiscal Year 2023: \$ 44,980<br>State Fiscal Year 2024: \$ 86,680<br><br><b>Total for all State Fiscal Years: \$131,660</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Grant Authority (State Authority)</b><br>The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507.<br><br>24-33.5-527. Multidisciplinary crime prevention and crisis intervention grant program |
| <b>Grant Description</b><br>The city uses a community approach for systemic change that creates linkages between systems and redefines ways of working together to develop a collaborative, integrated approach to gang activity, gang related crime and gang related violence. This Systems Approach requires wide-scale, integrated solutions and requires contribution from all impacted sectors. It is the Community Initiative to Reduce Violence (CIRV), a formal collective impact effort, that will develop and act on a strategy to address gang activity in Pueblo.                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                |
| <b>Grant Purpose</b><br>The goal of the Multidisciplinary Crime Prevention and Crisis Intervention Grant Program is to support community-based, multidisciplinary approaches to crime prevention and crisis intervention strategies, specifically in areas where crime is disproportionately high. These funds were awarded through a competitive solicitation process and based on recommendations from the multidisciplinary crime prevention and crisis intervention advisory committee established pursuant to C.R.S 24-33.5-527(3).                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                |
| <b>Exhibits and Order of Precedence</b><br>The following Exhibits and attachments are included with this Grant: <ol style="list-style-type: none"> <li>1. Exhibit A1, Sample Option Letter.</li> <li>2. Exhibit A2, Sample Grant Funding Change Letter</li> <li>3. Exhibit B, Grant Requirements.</li> <li>4. Exhibit C, Special Conditions.</li> <li>5. Exhibit D, Statement of Work.</li> <li>6. Exhibit E, Budget.</li> </ol> <p>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:</p> <ol style="list-style-type: none"> <li>1. Exhibit C, Special Conditions.</li> <li>2. The provisions of the other sections of the main body of this Agreement.</li> <li>3. Exhibit B, Grant Requirements.</li> <li>4. Exhibit D, Statement of Work.</li> <li>5. Exhibit E, Budget.</li> </ol> |                                                                                                                                                                                                                                                                |

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

DCJ Grant #: 2023-CP-23-11

**SIGNATURE PAGE****THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT**

**STATE OF COLORADO**  
Jared S. Polis, Governor  
Department of Public Safety  
Stan Hilkey, Executive Director

DocuSigned by:



14DB46E240044C2...

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

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

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

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

DocuSigned by:



363D680603F0405

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

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

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### 1. GRANT

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

### 2. TERM

#### A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter in accordance with **§16.D**.

#### B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State or other funds used for this

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

DCJ Grant #: 2023-CP-23-11

Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the total reimbursement payable under this Grant Award Letter that corresponds to the Work satisfactorily completed, as determined by the State, less payments previously made. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Budget**” means the budget for the Work described in **Exhibit E, Budget**.
- B. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- D. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- E. “**Grant Award Letter**” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- F. “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- G. “**Grant Expiration Date**” means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- H. “**Grant Issuance Date**” means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- I. “**Exhibits**” exhibits and attachments included with this Grant as shown on the first page of this Grant
- J. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- K. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- L. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- M. “**Initial Term**” means the time period between the Grant Issuance Date and the Grant Expiration Date.

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

DCJ Grant #: 2023-CP-23-11

- N. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- O. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- P. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- Q. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- R. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- S. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- T. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- U. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- W. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **procurement** relationship. The subcontractor provides goods or services for the benefit of the purchaser.



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- X. **“Subgrantee”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **grant** relationship. The beneficiary, not the purchaser, receives benefit from the work. There may be multiple tiers of subgrantees that do not include procurement transactions.
- Y. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- Z. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

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

#### 4. STATEMENT OF WORK

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

#### 5. PAYMENTS TO GRANTEE

##### A. Maximum Amount

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

##### B. Close-Out

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee’s final reimbursement request or invoice. The State will withhold allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

#### 6. REPORTING - NOTIFICATION

##### A. Performance and Final Status

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

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**B. Violations Reporting**

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

**7. GRANTEE RECORDS**

**A. Maintenance and Inspection**

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

**B. Monitoring**

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

**C. Final Audit Report**

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

**8. CONFIDENTIAL INFORMATION-STATE RECORDS**

**A. Confidentiality**

Grantee shall hold and maintain, and cause all Subgrantees and Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subgrantees or Subcontractors will or may receive the following types

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of data, Grantee or its Subgrantees or Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

**B. Other Entity Access and Nondisclosure Agreements**

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

**C. Use, Security, and Retention**

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

**D. Incident Notice and Remediation**

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

**E. Safeguarding PII**

If Grantee or any of its Subgrantees or Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form

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acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

## **9. CONFLICTS OF INTEREST**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

## **10. INSURANCE**

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

## **11. REMEDIES**

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

## **12. DISPUTE RESOLUTION**

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

## **13. NOTICES AND REPRESENTATIVES**

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

## **14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

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

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

## 15. GOVERNMENTAL IMMUNITY

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

## 16. GENERAL PROVISIONS

### A. Assignment

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

### B. Captions and References

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

### C. Entire Understanding

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

### D. Modification

The State may modify the terms and conditions of this Grant by issuance a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

- i. The State may, at the State's discretion, issue an updated **Exhibit D, Statement of Work** and **Exhibit E, Budget** by Option Letter substantially equivalent to **Exhibit A1, Sample Option Letter** to reflect changes during the fiscal year. The provisions of the Option Letter shall become part of and be incorporated into this Grant.
- ii. Grantee may terminate the grant if the Grantee cannot adhere to the approved **Exhibit D, Statement of Work** and **Exhibit E, Budget** as updated from time to time.
- iii. The State may, at the State's discretion, use an Option Letter or Grant Funding Change letter substantially equivalent to **Exhibit A1, Sample Option Letter** or **Exhibit A2,**

**Sample Grant Funding Change Letter** to modify the grant agreement. If exercised, the provisions of the Option Letter or Grant Funding Change Letter shall become part of and be incorporated into the grant agreement.

- iv. The State may increase or decrease the quantity of goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.
- v. The State may add or delete the goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** as long as the change does not change the overall scope of the approved grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.

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

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

F. Digital Signatures

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

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

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

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J. Waiver

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

K. Accessibility

Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, *et seq.*, C.R.S. Grantee shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>.

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**EXHIBIT A1, SAMPLE OPTION LETTER**

|                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>State Agency</b><br>Insert Department's or IHE's Full Legal Name                                                                                                                                                                                                                        | <b>Option Letter Number</b><br>Insert the Option Number (e.g. "1" for the first option)                                                                                                                                               |
| <b>Grantee</b><br>Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...                                                                                                                                                                                                        | <b>Original Agreement Number</b><br>Insert CMS number or Other Agreement Number of the Original Contract                                                                                                                              |
| <b>Current Agreement Maximum Amount</b><br>Initial Term<br>State Fiscal Year 20xx \$0.00<br>Extension Terms<br>State Fiscal Year 20xx \$0.00<br>State Fiscal Year 20xx \$0.00<br>State Fiscal Year 20xx \$0.00<br>State Fiscal Year 20xx \$0.00<br>Total for All State Fiscal Years \$0.00 | <b>Option Agreement Number</b><br>Insert CMS number or Other Agreement Number of this Option<br><br><b>Agreement Performance Beginning Date</b><br>Month Day, Year<br><br><b>Current Agreement Expiration Date</b><br>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.

|                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;"><b>STATE OF COLORADO</b><br/>         Jared S. Polis, Governor<br/>         INSERT-Name of Agency or IHE<br/>         INSERT-Name &amp; Title of Head of Agency or IHE</p> <p>By: _____<br/>         Name &amp; Title of Person Signing for Agency or IHE</p> <p>Date: _____</p> | <p>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.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b><br/> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____<br/>         Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval</p> <p>Option Effective Date: _____</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



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EXHIBIT A2, GRANT FUNDING CHANGE LETTER

|                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>State Agency</b><br>Insert Department's or IHE's Full Legal Name                                                                                                                                                                                                                       | <b>Grant Funding Change Letter Number</b><br>Insert the Option Number (e.g. "1" for the first option)                                                                                                                                                  |
| <b>Contractor</b><br>Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...                                                                                                                                                                                                 | <b>Original Grant Number</b><br>Insert CMS number or Other Contract Number of the Original Contract                                                                                                                                                    |
| <b>Current Contract Maximum Amount</b><br>Initial Term<br>State Fiscal Year 20xx \$0.00<br>Extension Terms<br>State Fiscal Year 20xx \$0.00<br>State Fiscal Year 20xx \$0.00<br>State Fiscal Year 20xx \$0.00<br>State Fiscal Year 20xx \$0.00<br>Total for All State Fiscal Years \$0.00 | <b>Grant Funding Change Letter Contract Number</b><br>Insert CMS number or Other Contract Number of this Option<br><br><b>Contract Performance Beginning Date</b><br>Month Day, Year<br><br><b>Current Contract Expiration Date</b><br>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.

|                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>STATE OF COLORADO</b><br/>Jared S. Polis, Governor<br/>INSERT-Name of Agency or IHE<br/>INSERT-Name &amp; Title of Head of Agency or IHE</p> <p>By: Name &amp; Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>                                                                                                                                                                |
| <p>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.</p> <p><b>STATE CONTROLLER</b><br/><b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____<br/>Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p>Grant Funding Change Letter Effective Date: _____</p> |

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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 management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

##### **II. PROJECT DURATION AND END:**

The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier.

#### **B. REPORT/AUDIT TYPE:**

**I.** If your entity expended \$750,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)

**II. [NOT APPLICABLE TO SUBGRANTEES AS DEFINED IN §3.DD. "SUBGRANTEE"]** If your entity expends less than \$750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:

- 1.** Grantees that have revenue greater than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit.
- 2.** Grantees that have revenue less than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

#### **C. REPORT/AUDIT COSTS:**

The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:

- I.** does not meet the applicable federal audit or DCJ standards;

**II.** is not submitted in a timely manner; or,

**III.** does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

**D. FAILURE TO COMPLY:**

The grantee understands and agrees that DCJ or the federal awarding office (DOJ) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

**1. ADDITIONAL REPORTING REQUIREMENTS**

In addition to quarterly report requirements these grant funds may have additional report requirements. The additional reports may include, but is not limited to, reporting progress and statistics directly into a federal Performance Management Tool (PMT).

**2. FINANCIAL AND ADMINISTRATIVE MANAGEMENT**

- A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.
- B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.
- C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at the Division of Criminal Justice Grants website. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

**3. PROCUREMENT AND CONTRACTS**

- A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.
- B. Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

Grantee: City of Pueblo

Project: Community Initiative to Reduce Violence (Pueblo)

DCJ Grant #: 2023-CP-23-11

---

#### **4. AWARD CHANGE REQUESTS**

- A. Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Contract for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in the body of the Contract.

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

DCJ Grant #: 2023-CP-23-11

### EXHIBIT C, SPECIAL CONDITIONS

The following program specific requirements are imposed by the State concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

The following Special Conditions are incorporated herein.

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

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

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

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

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

Additional Program Specific Conditions applicable to this Agreement.

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

Grantee: City of Pueblo

Project: Community Initiative to Reduce Violence (Pueblo)

DCJ Grant #: 2023-CP-23-11

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## **EXHIBIT D, STATEMENT OF WORK**

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

Grantee: City of Pueblo

Project: Community Initiative to Reduce Violence (Pueblo)

DCJ Grant #: 2023-CP-23-11

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## **EXHIBIT E, BUDGET**

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

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

**Certificate Of Completion**

Envelope Id: 2914F514CE244B1EA7439ADFCFC7C71F

Status: Completed

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

Source Envelope:

Document Pages: 28

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

OAJJA Grants

AutoNav: Enabled

700 Kipling St

Enveloped Stamping: Enabled

Lakewood, CO 80215

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

cdps\_dcj\_oajjagrants@state.co.us

IP Address: 165.127.87.1

**Record Tracking**

Status: Original

Holder: OAJJA Grants

Location: DocuSign

12/30/2022 11:58:09 AM

cdps\_dcj\_oajjagrants@state.co.us

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: CDPS Contracts and Grants

Location: DocuSign

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

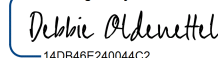
Debbie Oldenettel

Debbie.Oldenettel@state.co.us

Deputy Director, DCJ

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



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

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

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

Signature Adoption: Pre-selected Style

Using IP Address: 76.130.168.96

Signed using mobile

**Electronic Record and Signature Disclosure:**

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

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

Lyndsay J. Clelland

lyndsay.clelland@state.co.us

Contract, Grant and Compliance Coordinator

Division of Criminal Justice

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



363D680603F0405...

Sent: 12/30/2022 12:23:56 PM

Viewed: 12/30/2022 12:24:23 PM

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

Signature Adoption: Pre-selected Style

Using IP Address: 184.96.176.203

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

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

Nicholas Gradisar

ngradisar@pueblo.us

Mayor

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

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

**Electronic Record and Signature Disclosure:**

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

ID: 77b2f4c9-b436-44d2-b6ae-854c7d0d81d6



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

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

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

#### **How to contact CDPS Contracts and Grants:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [sarah.white@state.co.us](mailto:sarah.white@state.co.us)

#### **To advise CDPS Contracts and Grants of your new email address**

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

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

#### **To request paper copies from CDPS Contracts and Grants**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [sarah.white@state.co.us](mailto:sarah.white@state.co.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with CDPS Contracts and Grants**

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [sarah.white@state.co.us](mailto:sarah.white@state.co.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

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

### **Acknowledging your access and consent to receive and sign documents electronically**

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

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

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



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 8, 2024

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Andrew Hayes, Public Works Director

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

**SUMMARY:**

This Ordinance approves an Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado by and through the Colorado Department of Transportation, relating to the operation and maintenance of certain state-owned drainage, irrigation, and landscaping improvements located on the east side of I-25 generally between E. 22nd Street and E. 26th Street, and approving the Mayor to execute the Intergovernmental Agreement on behalf of the City.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

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

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

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

**FINANCIAL IMPLICATIONS:**

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

**BOARD/COMMISSION RECOMMENDATION:**

None.

**STAKEHOLDER PROCESS:**

Not applicable to this ordinance.

**ALTERNATIVES:**

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

**RECOMMENDATION:**

Approve the Ordinance.

**ATTACHMENTS:**

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

ORDINANCE NO. 10734

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

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

SECTION 1.

The Intergovernmental Agreement ("Agreement") between the City of Pueblo ("City"), a Colorado Municipal Corporation, and the State of Colorado, by and through the Colorado Department of Transportation, relating to the operation and maintenance of certain drainage, landscaping, irrigation, and associated improvements, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Agreement in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 24, 2024.

Final adoption of Ordinance by City Council on July 8, 2024.

DocuSigned by:  
Mark Aliff  
B7A4F51823AB482...  
\_\_\_\_\_  
President of City Council

Action by the Mayor:

- ☐ Approved on 7/9/2024 | 12:04 PM MDT.
- ☐ Disapproved on \_\_\_\_\_ based on the following objections:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DocuSigned by:  
18  
3A85950B7BCA462...  
\_\_\_\_\_  
Mayor

Action by City Council After Disapproval by the Mayor:

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

\_\_\_\_\_  
President of City Council

ATTEST

DocuSigned by:  
[Signature]  
7C02EBDFFC3D43C...  
\_\_\_\_\_  
City Clerk





## **AGREEMENT**

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

## **RECITALS**

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

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

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

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

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

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

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

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

**NOW, THEREFORE, it is hereby agreed that:**

### **I. Scope of Work:**

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

II. Exhibits

The Exhibits attached to this Agreement are:

**Exhibit A-** Scope of Work of the Project

**Exhibit B-** Local Agency Resolution

**Exhibit C-** PII Certification

III. Order of Precedence

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

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

IV. Term

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

V. CDOT Commitments

- A. CDOT shall accept inspection, operation, maintenance, and repair responsibilities for the portions of the Work identified as CDOT's area of responsibility shown in **Exhibit A**.
- B. CDOT shall, at its own cost and expense, inspect, operate, maintain, repair, and make ample provision each year for said activities for those portions of the Work identified as CDOT's area of responsibility in **Exhibit A**.
- C. CDOT grants the Local Agency access to enter CDOT Right of Way ("ROW") to perform inspection and maintenance duties. Though a separate access permit will not be required, notification to CDOT of a Local Agency approved and CDOT accepted Method of Handling Traffic shall be required for any work impacting traffic.
- D. CDOT (and FHWA, if applicable) may make periodic inspections of the Project elements to verify that they are being adequately operated, maintained, and repaired. If CDOT inspections indicate the Project elements are not functioning as designed, CDOT may issue a written notice to the Local Agency to cure deficiencies. In the event the deficiencies are not remedied within the Project timeline after written notice from CDOT to the Local Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Project. The Local Agency shall reimburse CDOT its actual and documented costs for such maintenance and repair work including labor, equipment, supplies, and materials. If CDOT repairs any deficiencies, it is under no obligation to maintain or repair in the future.

VI. Local Agency Commitments

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

VII. Joint Commitments

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

**CDOT Project Liaison**

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

**Local Agency Project Liaison**

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

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

**VIII. General Provisions**

**A. Assignment**

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

**B. Captions and References**

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

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

C. Entire Understanding

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

D. Modification

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

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

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

F. Digital Signatures

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

G. Severability

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

H. Survival of Certain Agreement Terms

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

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Agreement does not and is not intended to confer any rights or remedies

upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

J. Waiver

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

K. Accessibility

- i. Local Agency shall comply with and the work provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency's work and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

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

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

A. Statutory Approval §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability §24-30-202(5.5), C.R.S., applicable Local Agency law, rule or regulation

Financial obligations of the Parties payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the

Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. Compliance with Law

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue

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

G. Prohibited Terms

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. Software Piracy Prohibition



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

I. Employee Financial Interest/Conflict of Interest §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

## **Exhibit A-Scope of Work**

### **I-25 @ US50B Areas West of Noise Wall 28<sup>th</sup> Street to 23rd Street Maintenance IGA**

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

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

### **LANDSCAPING**

#### **CDOT RESPONSIBILITIES:**

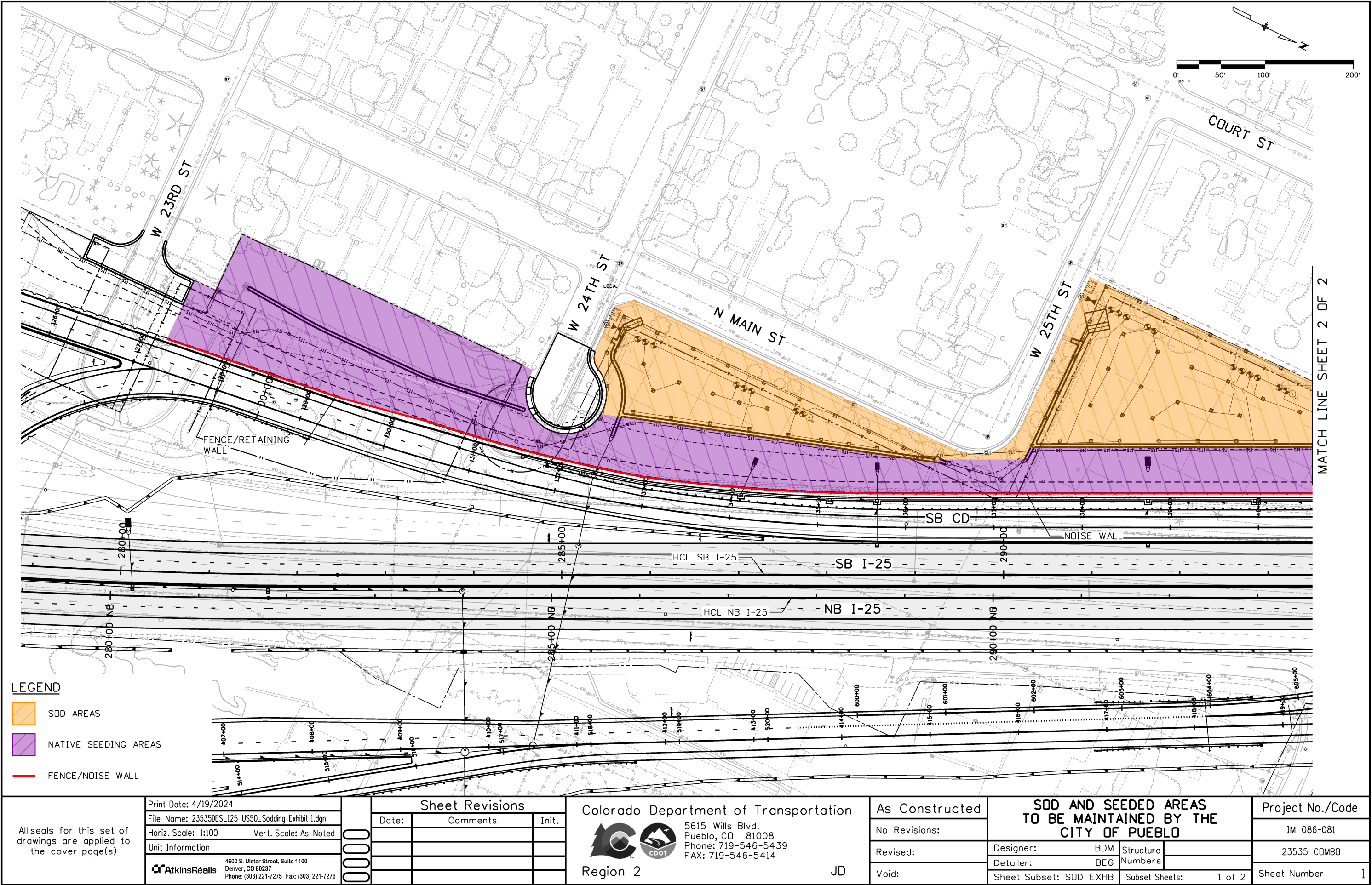
- Locating of any CDOT Utilities that are underground in the triangular landscaped areas.
- Maintenance of inlets and pipes that drain CDOT right-of-way

#### **CITY of Pueblo RESPONSIBILITIES:**

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

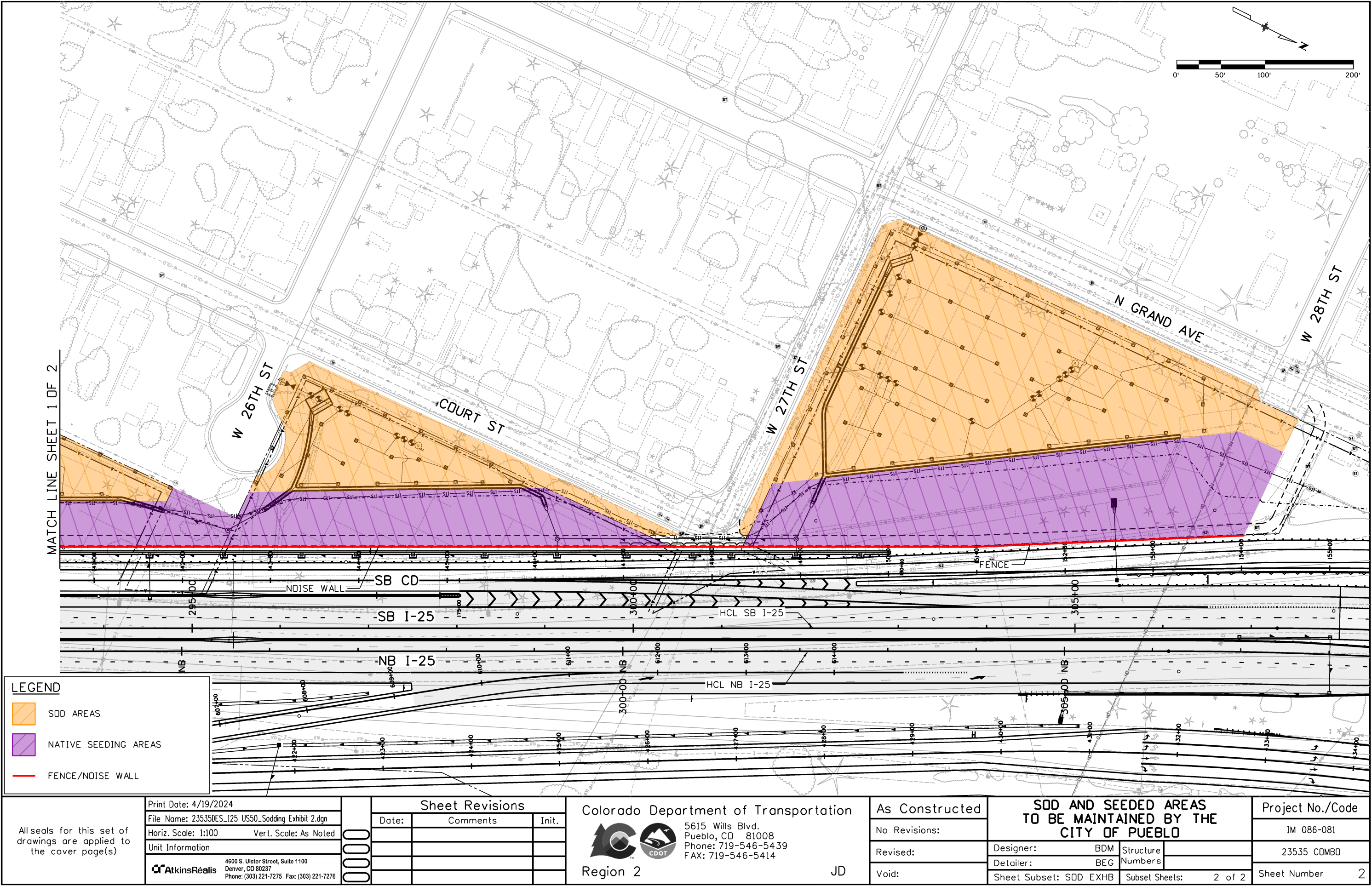
Attachment - Two (2) plan view sheets with shaded area of the triangular landscaped areas.

MCOR8243 5:21:28 PM pw:\snc\us-pw-bentley.com\snc-us-pw-03\Documents\Roads and Bridges\Projects\100069555 - 1-25 Pueblo-US50 Design Services\Drawings\Exhibits\23535DES\_125 US50\_Sodding Exhibit 1.dgn





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

**EXHIBIT C**

**PII Certification**

**STATE OF COLORADO**

**LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A  
DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (legal name of Local Agency) (the “Local Agency”), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 8, 2024

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Andra Ahrens, Director Wastewater

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

**SUMMARY:**

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

**PREVIOUS COUNCIL ACTION:**

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

**BACKGROUND:**

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

**FINANCIAL IMPLICATIONS:**

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

**BOARD/COMMISSION RECOMMENDATION:**

Not Applicable

**STAKEHOLDER PROCESS:**

None

**ALTERNATIVES:**

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

**RECOMMENDATION:**

Approval of Ordinance

**ATTACHMENTS:**

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



ORDINANCE NO. 10735

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

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

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on June 24, 2024.

Final adoption of Ordinance by City Council on July 8, 2024.

DocuSigned by:  
  
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\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

- ☒ Approved on 7/9/2024 | 12:05 PM MDT.
- ☐ Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_  
Mayor

**Action by City Council After Disapproval by the Mayor:**

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

\_\_\_\_\_  
President of City Council

ATTEST

DocuSigned by:  
  
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\_\_\_\_\_  
City Clerk

# Colorado Wastewater Surveillance Program

## Sentinel Surveillance Site

### Memorandum of Understanding

August 2024

#### Section 1: Background

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

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

#### Section 2: Purpose

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

#### Section 3: MOU Parties

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

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

#### Section 4 Responsibilities

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

##### Colorado Department of Public Health and Environment

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

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

#### Participating Wastewater Facilities

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

### Section 5: Special Provisions

#### Nonbinding Agreement

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

#### Communications

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

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

#### Access to records and data flow

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

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

#### Effective date

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

#### Section 6: Approvals

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

---

Heather Graham, Mayor of the City of Pueblo



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 8, 2024

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Chris Noeller, Chief of Police

**SUBJECT:** AN ORDINANCE APPROVING AND ACCEPTING A 2024 HIGH INTENSITY DRUG TRAFFICKING AREAS (HIDTA) PROGRAM, SUB-RECIPIENT AWARD, AND AUTHORIZING THE MAYOR TO EXECUTE THE STATEMENT OF GRANT AWARD LETTER AND RELATED DOCUMENTS

**SUMMARY:**

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

**PREVIOUS COUNCIL ACTION:**

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

**BACKGROUND:**

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

**FINANCIAL IMPLICATIONS:**

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

**BOARD/COMMISSION RECOMMENDATION:**

Not Applicable.

**STAKEHOLDER PROCESS:**

Not Applicable.

**ALTERNATIVES:**

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

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

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

ORDINANCE NO. 10736

AN ORDINANCE APPROVING AND ACCEPTING A 2024 HIGH INTENSITY DRUG TRAFFICKING AREAS (HIDTA) PROGRAM, SUB-RECIPIENT AWARD, AND AUTHORIZING THE MAYOR TO EXECUTE THE STATEMENT OF GRANT AWARD LETTER AND RELATED DOCUMENTS

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

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

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

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

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

SECTION 1.

The Statement of Grant Award Letter between the City of Colorado Springs Police Department, and the City of Pueblo, a Colorado Municipal Corporation, for 2024 High Intensity Drug Trafficking Areas (HIDTA) Program, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted.

SECTION 2.

The Mayor is hereby authorized to execute the Statement of Grant Award Letter and any necessary documents or certifications in the name of and on behalf of the City, and the City Clerk shall affix the Seal of the City to and attest the same.

SECTION 3.

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



SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 24, 2024.

Final adoption of Ordinance by City Council on July 8, 2024.

DocuSigned by:  
Mark Cliff  
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\_\_\_\_\_  
President of City Council

Action by the Mayor:

☒ Approved on 7/9/2024 | 12:04 PM MDT.

☐ Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DocuSigned by:  
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Mayor

Action by City Council After Disapproval by the Mayor:

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

\_\_\_\_\_  
President of City Council

ATTEST

DocuSigned by:  
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\_\_\_\_\_  
City Clerk



Chief of Police Adrian Vasquez

Colorado Springs Police Department

705 S. Nevada Avenue, Colorado Springs, CO 80903

June 12, 2024

Chief Chris Noeller  
Pueblo Police Department  
Transmitted by Electronic Mail

**RE: Statement of Grant Award #G24RM0049A**

Chief Noeller:

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

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

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

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

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

We look forward to working with you.

Regards,

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



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



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

**Sub-recipient Name:** Pueblo Police Department

**Sub-recipient UEI:** NJK3BNUDRHJ7

**Federal Award Identification Number:** G24RM0049A

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

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

**CFDA #:** 95.001 – High Intensity Drug Trafficking Areas Program

**Federal Award Date:** April 29, 2024

**Federal Award:** \$680,798

**Sub-recipient Award:** \$24,000

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

**Approved Budget**

**Southern Colorado Drug Enforcement Task Force Initiative**

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

**Note**

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

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

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

### **Special Conditions and Requirements**

#### **Conflict of Interest and Mandatory Disclosures**

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

#### **Multipart document and Additional Requirements**

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

#### **Financial Reporting Requirements**

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

**Other Reporting Requirements**

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

**RETURN:**

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

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

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

**PUEBLO POLICE DEPARTMENT**

**COLORADO SPRINGS  
POLICE DEPARTMENT:**

\_\_\_\_\_  
Chris Noeller, Chief of Police

\_\_\_\_\_  
Adrian Vasquez, Chief of Police

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_



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

Washington, D.C. 20503

April 29, 2024

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

Dear Mayor Mobolade:

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

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

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

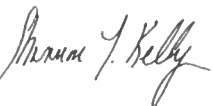
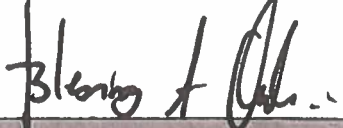
Finance Unit  
National HIDTA Assistance Center  
11200 NW 20th Street, Suite 100  
Miami, FL 33172  
(305) 715-7600

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

Sincerely,

Shannon Kelly  
National HIDTA Director

**INITIAL HERE**

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

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

Page 2 of 9

  
Name: Frederick Stern

**INITIAL HERE**

## GRANT CONDITIONS

### A. General Terms and Conditions

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



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

A. Conflict of Interest Requirements

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

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

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

## **B. Mandatory Disclosure Requirement**

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

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

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

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

## B. Recipient Integrity and Performance Matters

### Reporting of Matters Related to Recipient Integrity and Performance

#### 1. *General Reporting Requirement*

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

#### 2. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

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

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

3. *Reporting Procedures*

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

4. *Reporting Frequency*

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

5. *Definitions*

For purposes of this award term and condition:

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

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

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

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

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

## C. Program Specific Terms and Conditions

The grant condition is as follows:

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

## D. Federal Award Performance Goals

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

## E. Payment Basis

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

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

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

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

❖ The following information is also required:

➤ For ACH Returns:

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

➤ For Fedwire Returns (1):

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

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

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

“The Department of Health and Human Services.”

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

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

❖ Questions can be directed to PMS at 877–614–5533 or [PMSSupport@psc.hhs.gov](mailto:PMSSupport@psc.hhs.gov).

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

**RECIPIENT ACCEPTANCE OF GRANT CONDITIONS**

Blessing A. Mobolade

Blessing A. Mobolade

City of Colorado Springs

Date: 5/17/24





**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 8, 2024

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Marisa Stoller, City Clerk

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

**SUMMARY:**

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

**PREVIOUS COUNCIL ACTION:**

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

**BACKGROUND:**

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

**FINANCIAL IMPLICATIONS:**

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

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

**BOARD/COMMISSION RECOMMENDATION:**

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

**STAKEHOLDER PROCESS:**

Not applicable.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

Passage of the Ordinance.

**ATTACHMENTS:**

1. Election Board Resolution 2024-2

ORDINANCE NO. 10737

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

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

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

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

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

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

SECTION 1.

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

SECTION 2.

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

### SECTION 3.

The City Clerk, the Board of Elections, and all officers and staff of the City are authorized and directed to cooperate with the Pueblo County Clerk and Recorder and to take all action necessary, appropriate or required to effectuate the provisions of this Ordinance and to conduct the Special Municipal Election to be held on November 5, 2024 as part of a Coordinated Election, in compliance with the requirements and procedures of the Charter of the City of Pueblo, Article X, Section 20 of the Colorado Constitution, and the Uniform Election Code of 1992.

### SECTION 4.

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

### SECTION 5.

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

### SECTION 6.

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

### SECTION 7.

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

### SECTION 8.

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

SECTION 9.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on June 24, 2024.

Final adoption of Ordinance by City Council on July 8, 2024.

DocuSigned by:  
  
-----  
B7A4F51823AB482...  
President of City Council

**Action by the Mayor:**

☐ Approved on 7/9/2024 | 12:06 PM MDT.

☐ Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DocuSigned by:  
  
-----  
3A85950B7BCA462...  
Mayor

**Action by City Council After Disapproval by the Mayor:**

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

\_\_\_\_\_  
President of City Council

ATTEST

DocuSigned by:  
  
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7C02EBDFFC3D43C...  
City Clerk



## BOARD OF ELECTIONS

### Resolution No. 2024-2

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

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

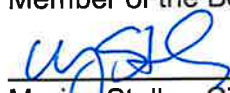
Upon a motion made by Robert Childers and seconded by Alvin Rivera and unanimously adopted, the Board of Elections recommends the Adoption of the Ordinance by the City Council to constitute the election procedures, rules, and regulations, as to the matters set forth in Section 17-7 of the Charter and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

Passed and approved this 17 day of June 2024.

APPROVED:

  
\_\_\_\_\_  
Alvin Rivera  
Member of the Board of Elections

  
\_\_\_\_\_  
Robert Childers  
Member of the Board of Elections

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

ATTEST:

  
\_\_\_\_\_  
Harley Gifford



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 8, 2024

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Andrew Hayes, Public Works Director

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

**SUMMARY:**

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

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

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

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

abandoned shopping carts.

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

**FINANCIAL IMPLICATIONS:**

Revenues generated from shopping cart impoundment fees would be deposited into the City's General Fund.

**BOARD/COMMISSION RECOMMENDATION:**

None.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

If City Council does not approve this Ordinance, the procedures for recovery, handling, and disposal of abandoned shopping carts will remain uncoded.

**RECOMMENDATION:**

Approve the proposed Ordinance.

**ATTACHMENTS:**

None



ORDINANCE NO.

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

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

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

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

**SECTION 1.**

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

**Secs. 7-3-52—7-3-61. - Reserved.**

**SECTION 2.**

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

**Sec. 7-3-62. - Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 7-3-65. - Prohibitions.**

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

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

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

**Section 7-3-66. - Enforcement.**

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

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

**Section 7-3-67. - Impoundment.**

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

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

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

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

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

impoundment fees.

**Secs. 7-3-68—7-3-72. - Reserved.**

**SECTION 3.**

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

**SECTION 4.**

This Ordinance shall become effective thirty (30) days after the date of final action by the Mayor and City Council.

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on June 24, 2024.

Final adoption of Ordinance by City Council on July 8, 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.

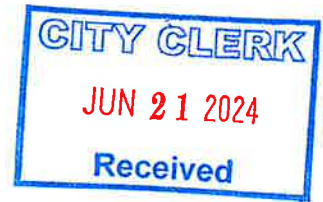
\_\_\_\_\_  
President of City Council

ATTEST

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City Clerk

Mark Aliff  
President, Pueblo City Council  
City of Pueblo  
1 City Hall Pl  
Pueblo, CO 81004



June 21, 2024

Subject: Formal Complaint Regarding Councilwoman Regina Maestri's Violation of City Code of Ethics

President Aliff,

I am writing to formally file a complaint against Councilwoman Regina Maestri for her actions that clearly violate the city code of ethics. Specifically, Councilwoman Maestri had what the code of ethics defines as a **private interest** in seeking a city council appointment for herself, a move that she explained would allow her to purchase a new home outside of her district and retain a position on the Pueblo City Council. Despite recusing herself, she continued to participate in the process and attempted to improperly influence the decision behind the scenes.

Here are the key points of concern:

1. **Personal /Private Interest: Sec. 1-9-7. - Personal interest rules of conduct for City officials and employees clearly state that a member of the City Council who has a personal or private interest in any matter proposed or pending before the City Council shall disclose such interest to the City Council and shall not vote thereon and shall refrain from attempting to influence the decisions of the other members of the City Council in voting on the matter.**

a. **Ongoing Conflict of Interest (1-9-7 b-2):** Councilwoman Maestri improperly used an executive session to ask council to consider her for an exclusive appointment into the available at large seat. She initially disclosed a conflict of interest with the city and recused herself from voting on request to be appointed into the available at large council seat. However, she was afforded an exclusive special process that was obviously orchestrated during an executive session to be considered for the open seat. Her actions created an ongoing conflict of interest that remained in place throughout the entire city council appointment process and remains in place today.

b. **Unethically Attempting to Influence (1-9-7-C):** Councilwoman Maestri further violated the city's code of ethics by her continued attempts to influence the decision of her fellow council members through repeated calls, contacts and through her alleged interactions during and after the executive session and throughout subsequent meetings. Maestri's repeated alleged attempts to influence the decisions of the other members of the City Council in voting to appoint her is an extremely clear violation of the code of ethics.

c. **Violation of Recusal (1-9-7-c):** After being denied the appointment by her fellow council members, Councilwoman Maestri persisted in participating in the discussion and selection of other candidates seeking the very same seat that she was seeking. These actions were in direct violation of the city code of ethics, which requires disclosure of personal interests and refraining from voting on such matters. In this case she repeatedly voted on the matter over 33 times. This persistent and repeated unethical behavior further demonstrates her total disregard for the City's ethical guidelines and magnified the scope and size of her violations to multiple counts.

d. **Tainted Process(1-9-7-a):** Councilwoman Maestri's conflict of interest and refusal to remain recused from the council appointment process after disclosing her conflict of interest is defined in the code of ethics as a clear breach of her fiduciary duty and the public trust in 1-9-7-a. Councilwoman Maestri's participation tainted the integrity of the entire process by continuing to inject her deep and profound personal biases and retaliation against Mr. Nicoll and the councilmembers who had voted against her attempt to obtain the council seat for her own personal gain. Councilwoman Maestri's involvement in this process has irrevocably tainted this decision.

## **2. Sec. 1-9-4. - Public trust; breach of fiduciary duty.**

As outlined in the Pueblo City Code of Ethics, city officials and employees are prohibited from disclosing or using confidential information acquired during their official duties to further their personal financial interests.

**1-9-4-A-1 Improper Use of Confidential Executive Session for Personal Interest:** On June 13th, 2024, a city executive session was allegedly convened at the request of Councilwoman Regina Maestri. The purpose of this closed-door meeting was to obtain legal representation by the Pueblo City Attorney and discuss Councilwoman Maestri's plan to seek an appointment to the open at-large city council seat vacated by Councilman Hernandez. During this session, confidential information was shared, which was withheld from the public under attorney-client privilege. The confidential executive session should never have been used for one council member to further her personal interests and announce her intent to seek a position with special closed-door access with the rest of city council. This is an improper and quite possibly illegal use of the executive session. Maestri should never have been allowed to bring forward her plan in a closed-door meeting and ask for special consideration by the council.

Councilwoman Maestri subsequently announced her intention to convince the council to appoint her without participating in a competitive public appointment process. Her use of this confidential information obtained during her official duties to further her personal interests constitutes a clear violation of the City Code of Ethics. To this day the public still does not know what was said in this meeting, or how she was able to promote herself to gain separate consideration by the council. Other potential applicants did not have access to the same advantage or confidential information disclosed in the closed-door meeting, giving Councilwoman Maestri an unfair advantage and the ability to promote her personal interests over other candidates.

I urge you to investigate each of these matters thoroughly and take appropriate action to uphold the integrity of our city council and the appointment process. Councilwoman Maestri's unethical actions undermine public trust and violate major principles set forth in our city code of ethics that specifically address matters such as these. If found guilty by the council of these serious ethics violations I'm recommending council censure her with a resolution and publicly call for her immediate resignation.

Thank you for your attention to this serious issue.

Sincerely,

A handwritten signature in black ink, reading "Christopher A. Nicoll". The signature is written in a cursive, flowing style.

**Christopher A Nicoll**  
1839 Bonforte Blvd  
Pueblo, CO 81001  
Chris@ChrisNicoll.us

Mark Aliff  
President, Pueblo City Council  
City of Pueblo  
1 City Hall Pl  
Pueblo, CO 81004



July 2, 2024

Subject: City Code of Ethics Complaint Update

President Aliff,

I am writing to update my complaint against Councilwoman Regina Maestri. It is my belief that Work Session Chair Maestri may have presided over an illegal executive session to promote herself for the appointment to the open at large seat during the May 20<sup>th</sup> executive session. This may have steered the meeting off course from the appointed topic triggering an illegal meeting under state law.

Per the Legislative Rules of Council, Work Session Chair Maestri is responsible for presiding over all work session meetings, including executive sessions. Her duty as the chair includes ensuring that executive sessions stay on the posted topic. This is exactly what the statement that is read aloud at the beginning of the executive session requires. As stated below, the president of Council may call an executive session, but the Work Chair is declared to be the presiding officer according to Council's legislative rules of council:

*14 Special Meetings - b) "Meetings of the City Council as an Executive Committee shall be deemed to be special meetings for the purpose of these Legislative Procedures and Rules of Council and executive sessions as provided in Article 17.1, except that the presiding officer shall be the chairman of the Executive Committee."*

In my view the May 20<sup>th</sup> executive session would have been a proper meeting had the council only received legal advice from the city attorney regarding the process to fill Councilman Hernandez's vacant seat. However, if Chairwoman Maestri did in fact abuse her position as the work chair to steer the meeting to promote herself for the appointment then the meeting would have been illegal. This is the exact occurrence that the Colorado Open Meetings law seeks to prevent from occurring. This is would be a clear violation of state law and the city code of ethics as it relates to using a confidential meeting to promote a personal interest.

**§24-6-402(4)(f), C.R.S.**, Personnel matters, identifying the person or position to be discussed.  
**Exception:** Not available for the following discussions: 1) to discuss general personnel policies; 2) if the employee who is the subject of the executive session has requested an open meeting; 3) if the personnel matter involves more than one employee and all of the affected employees have requested an open meeting; or 4) to discuss any member of the governing body or the appointment of any person to fill the office of a member of the governing body. Note: Agenda and motion must identify the employee, by name or position.



Here is a breakdown of my concerns regarding this use of the executive session:

1. Per city code Councilwoman Maestri is clearly responsible for presiding over the meeting as Work Session Chair. It is her duty to ensure the topic stays on target.
2. The May 20 executive session would have been legally executed had it stayed on topic of receiving legal advice. However, if Chairwoman Maestri steered the meeting off topic to promote herself for the appointment then this would be a violation of state law and the city code of ethics.
3. Subsection F, topic 4 of the CRS ~~24-6-402-F(4)~~ (listed above) prohibits executive sessions dealing with **“appointments for members of the governing body”**. This means council can’t discuss its own appointments in executive sessions under state law. This is specifically identified to keep council appointments transparent.
4. If the tape recording was turned off during these executive sessions because the meeting was posted under “Receiving Legal Advice”, and the meeting somehow ventured off course into the topic of “Matters of Personnel then the recording device should have been left on and saved for 90 days. (If an electronic recording exists of this session I would ask that you order it to be preserved as evidence as part of this investigation.)
5. Additionally, per state law “matters of personnel” are required to have the employees name, or position being discussed posted in the meeting notice description to be legal. This would be an additional violation.

You may recall that a similar violation occurred on Pueblo City Council in 2014 and it was taken very seriously by the local media and community at large. This most recent debacle is quite possibly the second illegal city council executive session to have occurred in just a few short weeks. In my view, Councilwoman Maestri should be formally censured and relieved of her appointed duties as Work Session Chair if the investigation concludes that she did steer the meeting onto an illegal topic for her own personal gain. It is not appropriate for her to blame the city attorney with respect to this violation if Maestri didn’t stick to the posted topic of receiving legal advice and ventured off into an illegal matter of personnel to promote herself. If this action is determined to be willful and wonton it could create additional risk.

Thank you for the opportunity to update my complaint with this additional information for consideration by the City Council. Please investigate Work Chair Maestri’s actions to determine if another illegal use of the executive session occurred.

Sincerely,



**Christopher A Nicoll**

1839 Bonforte Blvd  
Pueblo, CO 81001