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

MONDAY, AUGUST 11, 2025
7:00 PM

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

A. CALL TO ORDER President Mark Aliff

B. INVOCATION Pastor, Ken Wood - The Avenue Church

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Recognition Presentation: "Pueblo Memorial Airport Advisory Committee" - Walter "Scott" Ross

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF AGENDA

I. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated July 28, 2025, as distributed.

I1 Reading and Approval of the Minutes from the City Council Meeting July 28, 2025

J. PUBLIC HEARINGS

Public Hearing for the purpose of receiving public testimony for CSU Metro Districts 1-3. REQUIRED COUNCIL ACTION: Open the Hearing, Receive Public Testimony, and Close the Hearing.

J1 A Resolution approving the service plans for CSUP Metropolitan District Nos. 1-3

K. CONSENT AGENDA

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

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A Resolution awarding a construction contract in the amount of $922,579 to H.W. Houston Construction, LLC., for Project No. 25-066, Remodel of Riverwalk Building, setting forth $100,000 for contingencies, and authorizing the Purchasing Agent to execute same

M2 A Resolution awarding a construction contract in the amount of $548,691.25 to Oldcastle SW Group, Inc., for Project No. 25-021 East Apron (North) Rehabilitation and authorizing the Purchasing Agent to execute same

M3 A Resolution transferring funds in the amount of $16,647.50 from Account Project HUAN01 Street Resurfacing to Account Project HU2505 - Concrete Improvements - CDOT Sidewalks and awarding a construction contract in the amount of $13,647.50 to Wicked Outlaw Construction, for Project No. 25-067, Concrete Improvements - CDOT Sidewalks, setting forth $3,000 for contingencies, and authorizing the Purchasing Agent to execute same

M4 A Resolution authorizing the issuance of a revocable permit (REV-25-19) to the HARP Foundation, a Colorado nonprofit corporation, for the use of Alan Hamel Avenue to the alley between South Main Street and South Santa Fe Avenue and Main Street between "D" Street and City Center Drive to facilitate their annual Riverfest Event

M5 A Resolution authorizing the issuance of a revocable permit (REV-25-21) to Pueblo Community College for the use of the public right-of-way along Orman Avenue between Arthur Street and Marilyn Place to host its annual Welcome Back to Campus Celebration on Monday, August 18, 2025

M6 A Resolution confirming the appointment by the Mayor of Elizabeth "Lisa" Bailey to complete a four-year term expiring July 1, 2029, on the Planning & Zoning Commission

M7 A Resolution confirming the appointment by the Mayor of Liz Chapman to complete a five-year term expiring February 1, 2027 on the Pueblo Urban Renewal Authority Board

M8 A Resolution confirming the appointment by the Mayor of Robert Esser and Zach Pittman to serve a four-year term expiring August 1, 2029, on the Honor Farm Enterprise Citizens Advisory Board

M9 A Resolution setting the date, time and place for the hearing on any objections to an abatement assessment as September 12, 2025 at 9:00 a.m. in City Council Chambers and directing the Mayor to appoint a Hearings Officer

M10 A Resolution directing the Pueblo Urban Renewal Authority to conduct a conditions survey of properties annexed under Pueblo Recreation Resort Annexations (Case Nos. A-24-02 and A-24-03), and to report findings and recommendations to the Mayor and City Council

M11 A Resolution requesting the Pueblo Urban Renewal Authority to transfer $216,000 to the City of Pueblo to fund a blight removal project in the Lake Minnequa Urban Renewal Project Area

M12 A Resolution directing the Pueblo Urban Renewal Authority to enter into development agreements to provide incentives to offset a portion of the cost of state highway improvements required by the Colorado Department of Transportation on Pueblo Boulevard generally between I-25 and Prairie Avenue within the Lake Minnequa Urban Renewal Project Area

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance transferring, budgeting and appropriating insurance proceeds in the amount of $695,000 into Capital Project No. CI2513 - Ice Arena Roof Repair CIRSA, transferring

funds in the amount of $39,884 from the Wages/Public Works salary savings account 10140103-51040, awarding a construction contract in the amount of $734,884.00 to B & M Roofing of Colorado, Inc., for Account Project No. 25-019 Pueblo Ice Arena Roof Retrofit Project, and authorizing the Purchasing Agent to execute same

N2 An Ordinance approving an Intergovernmental Agreement between the City of Pueblo, a Colorado municipal corporation, and Pueblo County, a political subdivision of the State of Colorado; establishing project account CI2516 - Sky Corral Runway Relocation; accepting funds from Pueblo County in the amount of $50,000.00 and depositing said funds in CI2516; transferring $50,000.00 from the City's General Fund fund balance into CI2516; and budgeting and appropriating the total balance of deposited funds in the amount of $100,000.00 as well as any other funds, public or private, that may be received by the City in the future in an amount not to exceed $100,000.00 for the purpose of relocating the Sky Corral runway

N3 An Ordinance approving and accepting a Deed of Dedication from No Ka Oi Properties, LLC for property located at the northeast corner of Bandera Parkway and Short Street, Pueblo, Colorado

N4 An Ordinance approving an Occupancy Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Saab, Inc., a Foreign Business Corporation, and authorizing the Mayor to execute same

N5 An Ordinance approving and authorizing the Mayor to sign a Subdivision Participation and Release form with respect to the National Opioids Settlement reached with Purdue Pharma L.P. & Sackler family

N6 An Ordinance submitting to the eligible electors of the City of Pueblo, Colorado at the general municipal election to be held on November 4, 2025, a proposed amendment to the Charter of the City of Pueblo to require binding interest arbitration for the other classified employees bargaining unit

N7 An Ordinance amending Section 11-1-801 of the Pueblo Municipal Code to remove the general policy relating to the issuances of summons and complaint to persons lawfully charged with an offense constituting a violation of a municipal ordinance

N8 An Ordinance amending Sections 10-1-1, 10-1-2, 10-1-13, and 11-1-700 of the Pueblo Municipal Code relating to public safety in the Arkansas River and providing penalties for violation thereof

N9 An Ordinance making certain legislative findings and approving the Dillon Drive Urban Renewal Plan

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 August 25, 2025, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A Resolution confirming the appointment of Beritt Odom to the position of Director of Planning & Community Service and Land Use Administrator

Q2 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Catholic Charities of the Diocese (DBA Catholic Charities of Southern Colorado) in the amount of $1,000 to sponsor their 2025 Community Christmas

Event at 9:00 AM at the Sacred Heart Cathedral Parish Hall on Friday, December 19th, 2025

Q3 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Parkview Foundation in the amount of $1,500 to sponsor the 44th Annual Starlight Gala at 5:30 PM at the Pueblo Convention Center on Friday, October 3rd, 2025

Q4 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Southern Colorado Equality Alliance in the amount of $1,000 to sponsor Pueblo Pride 2025 at 10:30 AM at Mineral Palace Park on Sunday, August 17, 2025

R. ORDINANCES – FINAL PRESENTATION

R1 An Ordinance submitting to the eligible electors of the City of Pueblo, Colorado at the General Municipal Election to be held on November 4, 2025, without limiting or abrogating its authority to establish and amend, by Ordinance, appropriate criteria, standards, rules and regulation for the appropriation and expenditure of monies in the Sales And Use Tax Capital Improvement Projects Fund, a question relating to the amendment of the criteria, standards, rules and regulations for the appropriation and expenditure of funds in the Sales And Use Tax Capital Improvement Projects Fund and extension of the one-half percent sales and use tax rate for five years for projects within the City and the Pueblo Memorial Airport boundaries consistent with the amended criteria, standards, rules and regulations and the adoption of Ordinance No. 11001 to implement the amendments and extension - *Introduced July 28, 2025 by Councilor Regina Maestri*

R2 An Ordinance submitting to the eligible electors of the City of Pueblo, Colorado at the Regular Municipal Election to be held on November 4, 2025, an amendment to the City sales and use tax ordinance to implement a one percent (1%) increase in sales and use tax and adoption of Ordinance No. 11000 to implement the increase - *Introduced July 28, 2025 by Councilor Regina Maestri*

R3 An Ordinance submitting to a vote of the registered electors of the City of Pueblo at the Regular Municipal Election to be held November 4, 2025, a proposed amendment to Section 2-1 of the Charter of the City of Pueblo relating to future pay increases for City Council and fixing the ballot title therefor - *Introduced July 28, 2025 by Councilor Regina Maestri*

R4 An Ordinance submitting to the eligible electors of the City of Pueblo, Colorado at the Regular Municipal Election to be held on November 4, 2025, a proposed amendment to the Charter of the City of Pueblo changing the form of government to City Council - City Manager and fixing the ballot title therefor - *Introduced July 28, 2025 by Councilor Regina Maestri*

R5 An Ordinance submitting to a vote of the registered electors of the City of Pueblo at the Regular Municipal Election to be held November 4, 2025, a proposed amendment to section 8-9 of the Charter of the City of Pueblo relating to the requirements for members of the classified service to run for public office and fixing the ballot title therefor - *Introduced July 28, 2025 by Councilor Regina Maestri*

R6 An Ordinance approving a Professional Engineering Services Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Dibble and Associates Consulting Engineers, Inc., for the construction administration for the East Apron (North) Rehabilitation (Phase 2 – Construction) project, and authorizing the Mayor to execute same - *Introduced July 28, 2025 by Councilor Regina Maestri*

R7 An Ordinance budgeting and appropriating additional funds in the amount of $96,000 for

the Pueblo Affordable Housing Procedures Update, Project No. PL2402, approving an Intergovernmental Grant Agreement between the City of Pueblo, a Colorado Municipal Corporation and the State of Colorado Department of Local Affairs, Grant No. LPC-24-055, and authorizing the Mayor to execute same - *Introduced July 28, 2025 by Councilor Regina Maestri*

R8 An Ordinance approving an affordable housing development agreement and related documents between Compass Pointe, LP, a Colorado Limited Partnership, and The City of Pueblo, a Colorado Municipal Corporation, and authorizing the Mayor to execute same - *Introduced July 28, 2025 by Councilor Regina Maestri*

R9 An Ordinance amending Chapter 4 of Title VII of the Pueblo Municipal Code relating to the destruction and removal of weeds - *Introduced July 28, 2025 by Councilor Regina Maestri*

R10 An Ordinance amending Section 11-1-402 and 11-1-403 of the Pueblo Municipal Code to categorize damaging, defacing or destruction of property by the monetary value of the damage to the real or personal property and to add a mandatory minimum jail sentence for those convicted thereof, and creating Section 1-2-1(g)(1)(b) of the Pueblo Municipal Code regarding a mandatory minimum jail sentence for those convicted as habitual offenders having violated Section 11-1-402 or 11-1-403 of the code - *Introduced July 28, 2025 by Councilor Regina Maestri*

R11 An Ordinance approving a law enforcement services agreement - Evidence and Specimen Collection for Alcohol & Drug Testing - between the City of Pueblo, a Colorado Municipal Corporation, and Parkview Medical Center, a Colorado Non-Profit Corporation - *Introduced July 28, 2025 by Councilor Regina Maestri*

R12 An Ordinance approving and accepting a grant funding agreement and all applicable conditions pertaining thereto from the Colorado Auto Theft Prevention Authority (CATPA) relating to the Beat Auto Theft Through Law Enforcement (BATTLE) Team, establishing project number PS2505, budgeting and appropriating funds to project number PS2505, and authorizing the Mayor to execute same - *Introduced July 28, 2025 by Councilor Regina Maestri*

R13 An Ordinance approving the transfer agreement between Catholic Health Initiatives Colorado (St. Mary Corwin Hospital), A Colorado Nonprofit Corporation, and the City of Pueblo, A Colorado Municipal Corporation, and the Pueblo Fire Department (PFD) allowing the transfer of patients from PFD to the hospital for continuity of care - *Introduced July 28, 2025 by Councilor Regina Maestri*

R14 An Ordinance approving and authorizing the Mayor to execute an Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the County of Pueblo, a Political Subdivision of the State of Colorado, relating to the 2025 Regular Municipal Election - *Introduced July 28, 2025 by Councilor Regina Maestri*

S. QUASI-JUDICIAL PROCEEDINGS

S1 An Ordinance amending zoning restrictions to rezone 711 and 715 Veta Avenue, Lots 11-14, block 7, Arvonia Subdivision, from R-3, One and Two-Family Residential Zone District to RCN, Residential Charter Neighborhood Zone District - *Introduced July 28, 2025 by Councilor Regina Maestri*

S2 An Ordinance amending zoning restrictions to rezone parcel 1504425007 located between Regency Boulevard and Pueblo Boulevard Way from B-2, Subregional Business Zone District to R-5, Multiple Residential and Office Zone District - *Introduced July 28, 2025 by Councilor Regina Maestri*

T. COUNCIL MEMBER CONFLICT OF INTEREST

T1 A Citizen filed an Ethics Complaint against Sarah Martinez.

U. ADJOURN

Certificate of Recognition

Presented to

Pueblo Memorial Airport Advisory Committee Chairman

Walter "Scott" Ross

in recognition of your service to the City of Pueblo and its citizens

August 11, 2025

With great admiration, the City Council of the City of Pueblo, Colorado, hereby officially acknowledges and commends your years of unwavering dedication and commitment to service on the Airport Advisory Committee.

Your outstanding efforts on behalf of the City of Pueblo are hereby acknowledged, and you are commended for your outstanding performance.

Mark Aliff
President of the City Council

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, JULY 28, 2025 - 7:00 PM

MINUTES

A. CALL TO ORDER

President Aliff called the meeting to order at 7:17 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: Brett Boston.

Council Members Absent: None.

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

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

- Dave DeCenzo, Nuclear Plan
- Ted Freeman, Pueblo Economics
- Laura Hall, Federal Civil Rights Lawsuit
- Sam Hernandez, Police
- Elvis Martinez, Pueblo Issues
- Emily Gradisar, Ethics
- Vickie Gatlin, Squaters
- John Farley, Atlas Holdings
- George Koncilja, Bath house

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Martinez, seconded by Councilor Flores, moved to amend the agenda, moving N1 and N2 to the regular agenda and approving the agenda as amended.

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

J. READING AND APPROVAL OF MINUTES

J1 READING AND APPROVAL OF THE MINUTES FROM JULY 14, 2025.

Councilor Maestri, seconded by Councilor Gomez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **July 14, 2025,** as distributed.

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

K. CONSENT AGENDA

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

L. COMMUNICATIONS

L1 MINUTES OF THE PLANNING AND ZONING COMMISSION MEETING FOR 6/11/2025.

M. RESOLUTIONS

M1 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF RONALD SERNA, PAUL WILLUMSTAD, AND CORINNE KOEHLER TO SERVE A FIVE-YEAR TERM EXPIRING JULY 31, 2030, ON THE PUEBLO CONSERVANCY DISTRICT

This Resolution was assigned as **16061**.

M2 A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 2 IN THE AMOUNT OF $22,611.35 TO MILLER PIPELINE, LLC., FOR PROJECT NO. 24-057 (WWAN01) 2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME.

This Resolution was assigned as **16062**.

M3 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-13) FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG SMALL AVENUE BETWEEN SCRANTON AVENUE AND EUCLID AVENUE FOR THE PURPOSE OF CLOSURE OF THE PERMITTED AREA TO VEHICULAR TRAFFIC

This Resolution was assigned as **16063**.

M4 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT

(REV-25-14) TO THE COLORADO STATE FAIR FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG SMALL AVENUE BETWEEN SCRANTON AVENUE AND EUCLID AVENUE FOR THE PURPOSE OF CLOSURE OF THE PERMITTED AREA TO VEHICULAR TRAFFIC

This Resolution was assigned as **16064**.

M5 A RESOLUTION APPROVING REVOCABLE RIGHT OF ENTRY PERMIT NO. 690EG4-25-H-00016 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

This Resolution was assigned as **16065**.

M6 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-20) TO THE PUEBLO POLICE DEPARTMENT FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG ALAN HAMEL AVENUE TO THE ALLEY BETWEEN SOUTH MAIN STREET AND SOUTH SANTA FE AVENUE FOR THE PURPOSE OF HOSTING THEIR NEIGHBORHOOD SAFETY NIGHT 2025

This Resolution was assigned as **16066**.

M7 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF COLE TIBBS TO COMPLETE A FOUR-YEAR TERM EXPIRING MAY 9, 2027, ON THE PUEBLO DEPOT ACTIVITY DEVELOPMENT AUTHORITY BOARD OF DIRECTORS

This Resolution was assigned as **16067**.

M8 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF GUY CHABOT TO COMPLETE A FOUR-YEAR TERM EXPIRING AUGUST 30, 2027, ON THE ADA ADVISORY COMMITTEE

This Resolution was assigned as **16068**.

N. ORDINANCES – FIRST PRESENTATION

N3 An Ordinance submitting to a vote of the registered electors of the City of Pueblo at the Regular Municipal Election to be held November 4, 2025, a proposed amendment to Section 2-1 of the Charter of the City of Pueblo relating to future pay increases for City Council and fixing the ballot title therefor

N4 An Ordinance submitting to the eligible electors of the City of Pueblo, Colorado at the Regular Municipal Election to be held on November 4, 2025, a proposed amendment to the Charter of the City of Pueblo changing the form of government to City Council - City Manager and fixing the ballot title therefor

N5 An Ordinance submitting to a vote of the registered electors of the City of Pueblo at the Regular Municipal Election to be held November 4, 2025, a

proposed amendment to section 8-9 of the Charter of the City of Pueblo relating to the requirements for members of the classified service to run for public office and fixing the ballot title therefor

N6 AN ORDINANCE APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE CONSTRUCTION ADMINISTRATION FOR THE EAST APRON (NORTH) REHABILITATION (PHASE 2 – CONSTRUCTION) PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N7 AN ORDINANCE BUDGETING AND APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF $96,000 FOR THE PUEBLO AFFORDABLE HOUSING PROCEDURES UPDATE, PROJECT NO. PL2402, APPROVING AN INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS, GRANT NO. LPC-24-055, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N8 AN ORDINANCE APPROVING AN AFFORDABLE HOUSING DEVELOPMENT AGREEMENT AND RELATED DOCUMENTS BETWEEN COMPASS POINTE, LP, A COLORADO LIMITED PARTNERSHIP, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N9 AN ORDINANCE AMENDING CHAPTER 4 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE RELATING TO THE DESTRUCTION AND REMOVAL OF WEEDS

N10 AN ORDINANCE AMENDING SECTION 11-1-402 AND 11-1-403 OF THE PUEBLO MUNICIPAL CODE TO CATEGORIZE DAMAGING, DEFACING OR DESTRUCTION OF PROPERTY BY THE MONETARY VALUE OF THE DAMAGE TO THE REAL OR PERSONAL PROPERTY AND TO ADD A MANDATORY MINIMUM JAIL SENTENCE FOR THOSE CONVICTED THEREOF, AND CREATING SECTION 1-2-1(G)(1)(B) OF THE PUEBLO MUNICIPAL CODE REGARDING A MANDATORY MINIMUM JAIL SENTENCE FOR THOSE CONVICTED AS HABITUAL OFFENDERS HAVING VIOLATED SECTION 11-1-402 OR 11-1-403 OF THE CODE

N11 AN ORDINANCE APPROVING A LAW ENFORCEMENT SERVICES AGREEMENT - EVIDENCE AND SPECIMEN COLLECTION FOR ALCOHOL & DRUG TESTING - BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PARKVIEW MEDICAL CENTER, A COLORADO NON-PROFIT CORPORATION

N12 AN ORDINANCE APPROVING AND ACCEPTING A GRANT FUNDING AGREEMENT AND ALL APPLICABLE CONDITIONS PERTAINING THERETO FROM THE COLORADO AUTO THEFT PREVENTION AUTHORITY (CATPA) RELATING TO THE BEAT AUTO THEFT THROUGH LAW ENFORCEMENT (BATTLE) TEAM, ESTABLISHING PROJECT NUMBER PS2505, BUDGETING AND APPROPRIATING FUNDS TO PROJECT NUMBER PS2505, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N13 AN ORDINANCE APPROVING THE TRANSFER AGREEMENT BETWEEN CATHOLIC HEALTH INITIATIVES COLORADO (ST. MARY CORWIN HOSPITAL), A COLORADO NONPROFIT CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO FIRE DEPARTMENT (PFD) ALLOWING THE TRANSFER OF PATIENTS FROM PFD TO THE HOSPITAL FOR CONTINUITY OF CARE

N14 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 711 AND 715 VETA AVENUE, LOTS 11-14, BLOCK 7, ARVONIA SUBDIVISION, FROM R-3, ONE AND TWO-FAMILY RESIDENTIAL ZONE DISTRICT TO RCN, RESIDENTIAL CHARTER NEIGHBORHOOD ZONE DISTRICT

N15 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE PARCEL 1504425007 LOCATED BETWEEN REGENCY BOULEVARD AND PUEBLO BOULEVARD WAY FROM B-2, SUBREGIONAL BUSINESS ZONE DISTRICT TO R-5, MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT

N16 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2025 REGULAR MUNICIPAL ELECTION

O. APPROVAL OF CONSENT AGENDA

Councilor Maestri, seconded by Councilor Latino, moved to approve Minutes of the Planning and Zoning Commission, all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for August 11, 2025, and Order the Ordinances to be published BY TITLE.

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

P. REGULAR AGENDA

N1 AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY

OF PUEBLO, COLORADO AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2025, WITHOUT LIMITING OR ABROGATING ITS AUTHORITY TO ESTABLISH AND AMEND, BY ORDINANCE, APPROPRIATE CRITERIA, STANDARDS, RULES AND REGULATION FOR THE APPROPRIATION AND EXPENDITURE OF MONIES IN THE SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND, A QUESTION RELATING TO THE AMENDMENT OF THE CRITERIA, STANDARDS, RULES AND REGULATIONS FOR THE APPROPRIATION AND EXPENDITURE OF FUNDS IN THE SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND AND EXTENSION OF THE ONE-HALF PERCENT SALES AND USE TAX RATE FOR FIVE YEARS FOR PROJECTS WITHIN THE CITY AND THE PUEBLO MEMORIAL AIRPORT BOUNDARIES CONSISTENT WITH THE AMENDED CRITERIA, STANDARDS, RULES AND REGULATIONS AND THE ADOPTION OF ORDINANCE NO. 11001 TO IMPLEMENT THE AMENDMENTS AND EXTENSION

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

Councilor Martinez, seconded by Councilor Gomez, moved to approve the Ordinance on first reading, setting the Public Hearing for August 11, 2025, and ordered the Ordinance to be published BY TITLE.

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

N2 AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE REGULAR MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2025, AN AMENDMENT TO THE CITY SALES AND USE TAX ORDINANCE TO IMPLEMENT A ONE PERCENT (1%) INCREASE IN SALES AND USE TAX AND ADOPTION OF ORDINANCE NO. 11000 TO IMPLEMENT THE INCREASE

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

Councilor Martinez, seconded by Councilor Maestri, moved to approve the Ordinance on first reading, setting the Public Hearing for August 11, 2025, and ordered the Ordinance to be published BY TITLE..

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

Q. RESOLUTIONS

Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO LATINAS FIRST FOUNDATION IN THE AMOUNT OF $1,500 TO SPONSOR THE 13TH ANNUAL LATINAS FIRST FOUNDATION LUNCHEON AT 11:30 AM, AT THE BRIGHTON EVENT VENUE IN DENVER ON FRIDAY, OCTOBER 24TH, 2025

A staff report and detailed review of the Resolution was given by Katie Hester, City Council Administrative Assistant.

- Elvis Martinez appeared by zoom and spoke against this Resolution.

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

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

This Resolution was assigned as **16069**.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO ASSISTANCE LEAGUE OF PUEBLO IN THE AMOUNT OF $2,500 TO SPONSOR THE 36TH ANNUAL HOLIDAY FASHION PREVIEW AT 9:30 AM, AT THE PUEBLO CONVENTION CENTER ON SATURDAY, DECEMBER 6TH, 2025

A staff report and detailed review of the Resolution was given by Katie Hester, City Council Administrative Assistant.

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

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

This Resolution was assigned as **16070**.

Q3 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO PUEBLO HISTORICAL AIRCRAFT SOCIETY IN THE AMOUNT OF $10,000 TO SPONSOR THE COST TO DISASSEMBLE AND TRANSPORT AN A-10 THUNDERBOLT II TO THE PUEBLO WEISBROD AIRCRAFT MUSEUM, AND THEN REASSEMBLE IT IN JULY OF 2025

A staff report and detailed review of the Resolution was given by Katie Hester, City Council Administrative Assistant.

- Elvis Martinez appeared by zoom and spoke against this Resolution.

Councilor Flores, seconded by Councilor Maestri, moved to amend the Resolution to take $5,000 from Council Contingencies Account and $5,000 from the Mayor Contingencies Account.

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 **16071**.

Q4 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO COLORADO STATE FAIR FIESTA COMMITTEE IN THE AMOUNT OF $1,000 TO SPONSOR THE 2025 NOCHE DE FIESTA SCHOLARSHIP FUNDRAISER AT 5:00 PM AT PUEBLO CONVENTION CENTER ON SATURDAY, AUGUST 9TH, 2025

A staff report and detailed review of the Resolution was given by Katie Hester, City Council Administrative Assistant.

- Elvis Martinez appeared by zoom and spoke against this Resolution.

Councilor Gomez, seconded by Councilor Latino, 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 **16072**.

Q5 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO NEIGHBORWORKS SOUTHERN COLORADO IN THE AMOUNT OF $2,000 TO SPONSOR THE CELEBRATION OF HOME ANNUAL FUNDRAISING DINNER AT 6:00 PM IN CSU PUEBLO'S OCCHIATO BALLROOM ON FRIDAY, AUGUST 15TH, 2025

A staff report and detailed review of the Resolution was given by Katie Hester, City Council Administrative Assistant.

Councilor Flores, 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 **16073**.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE APPROVING AND ACCEPTING AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-053-2025 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF $692,237 FOR COSTS RELATED TO THE REHABILITATION EAST APRON (NORTH) (PHASE 2 – CONSTRUCTION) AT THE PUEBLO MEMORIAL AIRPORT, BUDGETING AND APPROPRIATING $692,237 TO PROJECT NO. AP2401- EAST APRON (N) TAXI LANE REHAB, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Greg Pedroza, Director of Aviation.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10992.**

R2 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AWARD LETTER AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF HUMAN SERVICES BEHAVIORAL HEALTH ADMINISTRATION, IN THE AMOUNT OF $301,000, FROM JULY 1, 2025, THROUGH JUNE 30, 2026, ESTABLISHING PROJECT NUMBER PS2509 AND BUDGETING AND APPROPRIATING FUNDS INTO PROJECT NUMBER PS2509, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Kenny Ryder, Deputy Chief, Pueblo Police Department.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10993.**

R3 AN ORDINANCE APPROVING AND ACCEPTING A GRANT FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS IN THE AMOUNT OF $100,000.00 TO PROVIDE HOMEOWNER REHABILITATION; AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, ESTABLISHING PROJECT HS2505, AND BUDGETING AND APPROPRIATING $100,000.00 TO PROJECT NO. HS2505

A staff report and detailed review of the Ordinance was given by Melissa Cook, Director of Housing and Citizen Services.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10994.**

R4 AN ORDINANCE TRANSFERRING, BUDGETING AND APPROPRIATING INSURANCE PROCEEDS IN THE AMOUNT OF $64,879.57 INTO CAPITAL PROJECT NO. CIAN22 - ROOF MAINTENANCE AND REPAIR, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $56,379.57 TO MONUMENT ROOFING OF COLORADO A TECTA AMERICA COMPANY, LLC., FOR PROJECT NO. 25-052 ROOF REPAIRS - VARIOUS CITY BUILDINGS

EAST OF I-25, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10995.**

R5 AN ORDINANCE TRANSFERRING, BUDGETING AND APPROPRIATING INSURANCE PROCEEDS IN THE AMOUNT OF $34,331.17 INTO CAPITAL PROJECT NO. CIAN22 - ROOF MAINTENANCE AND REPAIR, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $29,831.17 TO MONUMENT ROOFING OF COLORADO A TECTA AMERICA COMPANY, LLC., FOR 25-051 ROOF REPAIRS - VARIOUS CITY BUILDINGS WEST OF I-25, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

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

PUBLIC HEARING:

- Dave Decenzo appeared in person and spoke against this Ordinance.

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

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

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

This Ordinance was assigned as **10996.**

R6 AN ORDINANCE ESTABLISHING 2026 PUEBLO RURAL TRANSPORTATION PLANNING PROJECT, TP2501, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $12,000 FOR SAID PROJECT

A staff report and detailed review of the Ordinance was given by Eva Cosyleon, MPO Manager.

PUBLIC HEARING:

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

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

presentation.

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

This Ordinance was assigned as **10997.**

R7 AN ORDINANCE APPROVING A PUBLIC HIGHWAY OVERPASS AGREEMENT BETWEEN UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO CONSTRUCTION ON THE EXISTING GRADE-SEPARATED OVERPASS OVER THE UNION PACIFIC RAILROAD TRACK AND PROPERTY AT MEL HARMON DRIVE/DILLON DRIVE AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10998.**

R8 AN ORDINANCE APPROVING AMENDMENT NO. 1 TO THE REVOCABLE PERMIT FOR PRIVATE NETWORK, MASTER FIBER IRU CONVEYANCE, AND CONDUIT SHARING AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SECOM, INC., A COLORADO CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Lori Pinz, Director of Information Technology.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10999.**

R9 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST), ESTABLISHING PROJECT NUMBER PS2506, BUDGETING AND APPROPRIATING FUNDS FOR PROJECT PS2506, AUTHORIZING THE

MAYOR TO EXECUTE THE SAME, AND RATIFYING HER SIGNATURE THERETO

A staff report and detailed review of the Ordinance was given by Kenny Ryder, Deputy Chief, Pueblo Police Department.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11002.**

R10 AN ORDINANCE AMENDING ORDINANCE NO. 10943 TO CORRECT AN ERROR IN THE IDENTIFICATION OF THE PURCHASE ORDER IN SAID ORDINANCE

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11003.**

R11 AN ORDINANCE AMENDING APPROPRIATIONS AND COMPILING PREVIOUS AMENDMENTS TO THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, INTERNAL SERVICE FUNDS, DEBT SERVICE FUNDS AND CAPITAL PROJECTS FUNDS, FOR THE FISCAL YEAR 2024 AND AMENDING THE BUDGET FOR THE YEAR 2024

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11004.**

R12 AN ORDINANCE CALLING A REGULAR MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2025, DIRECTING THAT THE REGULAR MUNICIPAL ELECTION BE CONDUCTED AS PART OF A COORDINATED ELECTION, ADOPTING FOR USE AT THE REGULAR 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

A staff report and detailed review of the Ordinance was given by Melissa Stoller, City Clerk.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11005.**

S. QUASI-JUDICIAL PROCEEDINGS

S1 AN ORDINANCE AMENDING SECTION 17-4-44 (H) OF CHAPTER 4 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO MINIMUM DISTANCE BETWEEN DRIVEWAY ACCESSES AND INTERSECTIONS

A staff report and detailed review of the Ordinance was given by Beritt Odom, Interim Director of Planning and Community Development. Ms. Odom requested that the Planning & Zoning documents for this item, Case #TA25-01 dated June 11, 2025, be made part of the record for this hearing. So ordered by President Aliff.

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

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

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

This Ordinance was assigned as **11006.**

S2 AN ORDINANCE AMENDING SECTIONS 17-2-2, 17-4-23, AND 17-4-51 AND ADDING SECTION 17-4-16 TO TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS

A staff report and detailed review of the Ordinance was given by Beritt Odom, Interim Director of Planning and Community Development. Ms. Odom requested that the Planning & Zoning documents for this item, Case #TA22-03 dated June 11, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

- Dave Decenzo appeared in person and spoke in favor of this Ordinance.

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

Councilor Maestri, seconded by Councilor Gomez, moved to continue this Ordinance to August 25, 2025.

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

S3 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 1.24-ACRES LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF RIDGE DRIVE AND EAGLERIDGE BOULEVARD, LOTS 1 AND 2, BLOCK 24, EAGLERIDGE ESTATES FROM R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO B-2, SUBREGIONAL BUSINESS ZONE DISTRICT

A staff report and detailed review of the Ordinance was given by Beritt Odom, Interim Director of Planning and Community Development. Ms. Odom requested that the Planning & Zoning documents for this item, Case #Z-25-11 dated June 11, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

- Dave Decenzo appeared in person and spoke in favor of this Ordinance.
- Eithan Gallegos appeared in person and spoke in favor of this Ordinance.
- Jennifer Horn appeared in person and spoke against this Ordinance.

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

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

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

This Ordinance was assigned as **11007.**

T. COUNCIL MEMBER CONFLICT OF INTEREST

T1 A RESOLUTION OF THE CITY COUNCIL OF PUEBLO, COLORADO, FORMALLY CENSURING COUNCIL MEMBER ROGER GOMEZ FOR STATEMENTS MADE DURING A REGULAR MEETING OF THE CITY COUNCIL AND REQUESTING THE COUNCIL PRESIDENT TO REMOVE COUNCIL MEMBER GOMEZ FROM HIS POSITION AS CHAIRMAN OF THE WORK SESSION

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

- Dave DeCenzo appeared in person and spoke against this Resolution.
- John Mark Hitd appeared in person and spoke in support of this Resolution.

- Lev Frank appeared in person and spoke in support of this Resolution.
- Devin Flores appeared in person and spoke in support of this Resolution.
- Tommy Farrell appeared in person and spoke in support of this Resolution.
- Velma Campbell appeared in person and spoke in support of this Resolution.
- Heather Graham appeared in person and spoke in support of this Resolution.

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

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

T2 A CITIZEN FILED AN ETHICS COMPLAINT AGAINST COUNCILOR ROGER GOMEZ

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

Councilor Maestri, seconded by Councilor Martinez, moved to accept the communication.

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

Councilor Maestri, seconded by Councilor Latino, made a motion to dismiss.

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

U. ADJOURN

President Aliff adjourned the meeting at 11:49 p.m.

Respectfully submitted,

Vince Petkosek
Deputy City Clerk

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 11, 2025

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 APPROVING THE SERVICE PLANS FOR CSUP METROPOLITAN DISTRICT NOS. 1-3

SUMMARY:

The property owner, Colorado State University Research Foundation d/b/a CSU Strata, is the proponent for the creation of the CSU Metropolitan Districts Nos.1-3 established under Title 32 of the Colorado Revised Statutes have submitted Service Plans (one for each proposed district) to the City for the proposed districts. The areas where the districts would be established total approximately 116 acres. The properties were annexed into the City of Pueblo on May 9, 1955, by Ordinance No. 2160. In accordance with the requirements of Title 32, Section 32-1-204.5, C.R.S., the City Council is required to approve the Service Plan for each district prior to proceeding with the remaining steps to form the districts under state statutes.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council's approval of the Service Plans for the CSU Pueblo Metropolitan Districts Nos. 1-3 (each, a "Service Plan", and collectively, the "Service Plans") is the initial step in creating a metropolitan district under Title 32 of the Colorado Revised Statutes. The proposed metropolitan districts are contained within the area that is located generally south of Desert Flower Blvd and west of Bonforte Boulevard, in the City of Pueblo, Pueblo County, Colorado. The Service Plans contain the finance, construction, operation and maintenance of the facilities and improvements described within the service area.

The metropolitan districts are proposed to be formed as separate distinct legal entities from the City with their own elected board of directors under the Colorado Special District Act. The Districts will have the authority, subject to voter approval, to impose mill levies on properties in the Districts for the specific purposes, including the operation of the

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district's authorized services and debt payments, as described in the Service Plan. The proposed metropolitan districts may not deviate in a material manner from the requirements of the Service Plan.

The Service Plan consists of a description of the proposed services, financial analyses and general engineering plans showing how proposed facilities and services will be provided and financed. The plans provide a general description of the facilities to be constructed, general estimated costs, and the standards of such construction, including a statement of how the facility and service standards of the Districts are compliant with facility and service standards of the City. The approval of the Service Plan by City Council does not imply any approval by the City of any development or improvement plan that is utilized or described in the Service Plan.

CSUP Metropolitan Districts Nos. 1-3, containing a service area of approximately 116 acres, will be organized to finance, construct, own, manage and operate the public improvements throughout the development areas. The multiple district structure is anticipated to provide flexibility to finance, and operate and maintain, the public improvements needed to serve several different types of future property uses, such as residential, commercial, and mixed-use property. Under the multiple district structure, it is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated in the Service Plans. Specifically, the Districts shall enter into an intergovernmental Agreement related to debt service matters, which shall govern the relationships between and among the Districts with respect to the financing, installation and construction of the improvements contemplated in the Service Plans. Each individual District shall have the responsibility to coordinate the operation and maintenance of improvements within its boundaries, including the decision on what mill levy to impose for the provision of operation and maintenance services to its taxpayers and service users.

The area proposed to be included within the boundaries of District No. 1 will initially contain approximately 0.06 acres. It is intended that District No. 1 will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of District No. 1. The primary purposes of District No. 1 will be to finance the construction of these Public Improvements and provide ongoing operation and maintenance services as more specifically set forth in the Service Plan. The Service Plan allows for the boundaries of District No. 1 to be adjusted (the "Inclusion Area") from time to time in accordance with the provisions of the Service Plan.

The area proposed to be included within the boundaries of District No. 2 will initially contain approximately 0.07 acres. It is intended that District No. 2 will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of District No. 2. The primary purposes of District No. 2 will be to finance the construction of these Public Improvements and provide ongoing operation and maintenance services as more specifically set forth in the Service Plan. The Service Plan allows for the boundaries of District No. 2 to be adjusted (the "Inclusion Area") from time to time in accordance with the provisions of the Service Plan.

The area proposed to be included within the boundaries of District No. 3 will initially contain approximately 0.08 acres. It is intended that District No. 3 will provide a part or

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all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of District No. 3. The primary purposes of District No. 3 will be to finance the construction of these Public Improvements and provide ongoing operation and maintenance services as more specifically set forth in this Service Plan. The Service Plan allows for the boundaries of District No. 3 to be adjusted (the "Inclusion Area") from time to time in accordance with the provisions of the Service Plan.

The Service Plans provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and financing of certain street, water, sanitation, safety protection, park and recreation, transportation, and limited fire protection improvements and services, as well as security services, and covenant enforcement services within and without the service area. Under the Service Plans, the Districts are authorized to provide such additional services and exercise such powers as are expressly or impliedly granted by Colorado law.

The City is not obligated to own, operate, or maintain any of the improvements provided by the districts, although any of the improvements that will ultimately be accepted by the City will be required to be designed and constructed in compliance with City Standards and provisions of the Municipal Code. Those improvements not dedicated to City for ownership, operation, and maintenance may be owned, operated, and maintained by the districts or other appropriate entities.

To finance the improvements, totaling an estimated $11,715,530 in 2025 dollars, the Financial Plan provides for a maximum mill levy the Districts may impose for the payment of principal and interest on Debt at fifty (50) mills, as adjusted for changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement.

FINANCIAL IMPLICATIONS:

The approval of the Service Plans does not impose any liability on the City nor create any responsibility or liability on the part of the City for any of the Districts' obligations.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

The notice of the filing of the Service Plans with the City Clerk has been distributed to all existing taxing districts within the service area of the proposed districts. The notice of the public hearing on the proposed Service Plans has been mailed to 3-mile radius taxing entities in accordance with Title 32, Colorado Revised Statutes. Publication of the public hearing on the proposed Service Plans was made in the Pueblo Chieftain newspaper, in accordance with Title 32, Colorado Revised Statutes.

ALTERNATIVES:

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If the Service Plans are not approved or not approved in the timeframe to meet the State Statutory requirements for the proponents to conduct an election to form the districts, the proponents will not be able to hold another election, per state statutes until November 2027.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. SD-25-01 Attachments

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RESOLUTION NO. 16074

A RESOLUTION APPROVING THE SERVICE PLANS FOR CSUP METROPOLITAN DISTRICT NOS. 1-3

WHEREAS, proposed Service Plans for the CSUP Metropolitan District Nos. 1-3 were filed with the City Clerk (the "City Clerk") of the City of Pueblo, a Colorado Municipal Corporation (the "City"), pursuant to Sections 32-1-204.5, C.R.S.; and,

WHEREAS, the City Council of the City (the "Council") held a public hearing on said Service Plans on August 11, 2025; and,

WHEREAS, notice of said public hearing was duly published in the "Pueblo Chieftain," a newspaper of general circulation within the boundaries of the CSUP Metropolitan District Nos. 1-3 (collectively, the "Districts"), on July 15, 2025; and,

WHEREAS, a notice of the date, time and location of the public hearing was mailed on July 15 and 16, 2025, to the governing body of the existing municipalities and special districts which have levied an ad valorem tax within the next preceding tax year and which have boundaries within a radius of three miles of the proposed boundaries of the Districts and, on July 15 and 16, 2025, to the petitioner and to the property owner; and,

WHEREAS, the Council has considered the Service Plans in reference to the information and criteria required and set forth in Section 32-1-202(2) and Section 32-1-203(2), C.R.S., and in light of testimony and other evidence presented to it at said public hearing; and,

WHEREAS, the Council hereby finds that the Service Plans should be approved as provided herein, pursuant to Section 32-1-204.5, C.R.S.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The information contained within the Service Plans for the CSUP Metropolitan District Nos. 1-3 satisfies the requirements of Section 32-1-202(2), C.R.S.

SECTION 2

Evidence satisfactory to the Council of each of the following was presented, as provided in Section 32-1-202(2) and 32-1-203(2), C.R.S.:

a. There is sufficient existing and projected need for organized service in the area to be served by the proposed Districts; and,

b. The existing services in the areas to be served by the proposed Districts are inadequate for present and projected needs; and,

c. The Districts are capable of providing economical and sufficient services to the areas within

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its proposed boundaries; and,

d. The areas to be included in the Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

SECTION 3.

The requirements of Section 32-1-204.5, C.R.S., and of the applicable provisions of the Pueblo Municipal Code, if any, relating to the contents and standards for approval of the Service Plans, have been fulfilled.

SECTION 4.

The Council hereby approves and authorizes the attachment of this Resolution to the respective Petitions for organization of the Districts to be filed in the District Court in accordance with Section 32-1-205, C.R.S. and Section 32-1-301, C.R.S.

SECTION 5.

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

SECTION 6.

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

INTRODUCED: August 11, 2025

BY: Dennis Flores
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: 7C02E8DFFC3D43C...
CITY CLERK

SERVICE PLAN

FOR

CSUP METROPOLITAN DISTRICT NO. 1

PUEBLO, COLORADO

Prepared by

McGEADY BECHER CORTESE WILLIAMS P.C.
450 E. 17th Ave., Suite 400
Denver, CO 80203-1254

Submitted: June 3, 2025

Approved: _____

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EXHIBIT D Service Plan Intergovernmental Agreement with the City of Pueblo

I. INTRODUCTION

A. Purpose and Intent.

CSU Pueblo Development Project is a residential/commercial/mixed-use development (the "**Project**") in Pueblo, Colorado (the "**City**"). The Project comprises approximately One Hundred Sixteen (116) acres. The Project is currently owned by and to be developed by _____ (the "**Developer**").

CSUP Metropolitan District No. 1 (the "**District**") is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements (defined below) for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purposes of the District will be to finance the construction of these Public Improvements and provide ongoing operation and maintenance services as more specifically set forth in this Service Plan.

The District is being organized concurrently with the organization of District No. 2 and District No. 3. The multiple district structure is anticipated to provide flexibility to finance and operate and maintain the public improvements needed to serve several different types of future property uses, such as residential, commercial, and mixed-use property. Under the multiple district structure, it is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated in this Service Plan. Specifically, the Districts shall enter into an Intergovernmental Agreement related to debt service matters, which shall govern the relationships between and among the Districts with respect to the financing, installation and construction the improvements contemplated herein. Each individual District shall have the responsibility to coordinate the operation and maintenance of improvements within its boundaries, including the decision on what mill levy to impose for the provision of operation and maintenance services to its taxpayers and service users.

B. Need for the Districts.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, operation and maintenance of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding the District's Service Plan.

The City's objective in approving the Service Plan is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements from the proceeds of Debt to be issued by the Districts and other legally available revenues of the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a mill levy no higher than the Maximum Debt

Mill Levy and Fees and any other legally available revenue. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

The primary purpose of the Districts is to provide for the Public Improvements associated with development and, if applicable, regional needs, and operate and maintain Public Improvements not accepted by the City, other appropriate jurisdiction or an owners' association.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a development plan, subdivision improvement agreement or other document approved by the City that, among other things, identifies Public Improvements necessary for facilitating development for property within the Service Area.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an ad valorem property tax mill levy, or impose and collect Fee revenue.

City Council: means the City Council of the City of Pueblo, Colorado.

District No. 1: means CSUP Metropolitan District No. 1.

District No. 2: means CSUP Metropolitan District No. 2.

District No. 3: means CSUP Metropolitan District No. 3.

Districts: means District No. 1, District No. 2, and District No. 3 collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities, and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or

employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fees: means any fee imposed and/or received by the District for services, programs, or facilities provided by the District.

Financial Plan: means the Financial Plan described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area legally described in **Exhibit A-2** and depicted on the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, depicting the property proposed for inclusion within the District.

Initial District Boundaries: means the boundaries of the area legally described in **Exhibit A-1** and depicted on the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C-1**, depicting the District's initial boundaries.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below

Project: means the CSU Pueblo Development Project.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board.

Service Area: means, collectively, the property within the Initial District Boundaries and the Inclusion Area Boundaries.

Service Plan: means this service plan for the District approved by the County.

Service Plan Amendment: means an amendment to the Service Plan approved by the City in accordance with applicable law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real property subject to ad valorem taxes imposed by the District.

Total Debt Issuance Limit: means the maximum amount of general obligation Debt the Districts, in aggregate, may issue, which amount shall be Twenty-One Million Dollars ($21,000,000).

III. BOUNDARIES

The Initial District Boundaries include approximately six hundredths (0.06) acres, and the total area proposed to be in the Inclusion Area Boundaries is approximately One Hundred Sixteen (116) acres. Legal descriptions of the Initial District Boundaries and the Inclusion Area Boundaries are attached hereto as **Exhibit A-1** and **Exhibit A-2**, respectively. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately One Hundred Sixteen (116) acres) acres of land of residential, commercial, and mixed-use property. The current assessed valuation of the Service Area is $0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the Districts at build-out is estimated to be approximately eight hundred twenty (820) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Types of Improvements. The District shall have the power and authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, operation, and maintenance of Public Improvements, within and without the boundaries of the District, as such power and authority is described in the Special District Act, and other applicable statutes, common law, and the Constitution. Without limiting the foregoing, following is a general description of the types of Public Improvements and services the District shall be authorized to provide.

1. Street Improvements. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate, and maintain street and

roadway improvements including, but not limited to, related landscaping, curbs, gutters, sidewalks, culverts, and other drainage facilities, pedestrian ways, bridges, overpasses, interchanges, signage, median islands, alleys, parking facilities, paving, lighting, grading and irrigation structures, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that street improvements not accepted by the City or other appropriate jurisdiction or an owners' association will be owned and maintained by the District.

2. Water Improvements. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain potable, non-potable, and irrigation water systems including, but not limited to, transmission lines, distribution mains and laterals, storage and treatment facilities, water right acquisition, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that water improvements not accepted by the City or other appropriate jurisdiction or an owners' association will be owned and maintained by the District.

3. Sanitation Improvements. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain sanitation improvements including, but not limited to, sanitary sewer transmission lines, wastewater treatment, storm drainage, detention/retention ponds, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that sanitation improvements not accepted by the City or other appropriate jurisdiction or an owners' association will be owned and maintained by the District.

4. Safety Protection Improvements. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain traffic and safety controls and devices on streets, highways and railroad crossings including, but not limited to, signalization, signage and striping, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that safety protection improvements not accepted by the City or other appropriate jurisdiction or an owners' association will be owned and maintained by the District.

5. Park and Recreation Improvements. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain park and recreation facilities and programs including, but not limited to, parks, pedestrian ways, bike paths, bike storage facilities, signage, interpretive kiosks and facilities, open space, landscaping, cultural activities, community centers, recreational centers, water bodies, wildlife preservation and mitigation areas, irrigation facilities, playgrounds, pocket parks, swimming pools, and other active and passive recreational facilities, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that park and recreation improvements not accepted by the City, other appropriate jurisdiction or an owners' association will be owned and maintained by the District.

6. Transportation Improvements. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain a system to transport the public by bus, rail or any other means of conveyance, or any combination

thereof, including, but not limited to, bus stops and shelters, park-and-ride facilities, parking facilities, bike storage facilities, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that transportation improvements not accepted by the City or other appropriate jurisdiction or an owners' association will be owned and maintained by the District.

7. Fire Protection. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop and (on a supplemental basis) operate and maintain improvements for fire protection and emergency response services, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities; provided, however, the District shall not use its fire protection powers to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision. It is anticipated that fire protection and emergency response services will be provided by the Pueblo Fire Department.

B. Other Powers.

1. Operations and Maintenance. The District shall be authorized to operate and maintain Public Improvements not accepted by the City or other governmental entities having proper jurisdiction or to an owners' association. To the extent the District retains ownership of any Public Improvements, the District shall be authorized to enter into one or more agreements with owners' associations pursuant to which such owners' association(s) may operate and maintain such Public Improvements.

2. Security Services. Subject to the provisions of Section 32-1-1004(7), C.R.S., the District shall have the power to furnish security services within the Service Area.

3. Covenant Enforcement. Subject to the provisions of Section 32-1-1004(8), C.R.S., the District shall have the power to furnish covenant enforcement and design review services within the Service Area.

4. Phasing; Deferral. Except as may be limited herein, the District shall have the right, without having to amend this Service Plan, to defer, delay, reschedule, re-phase or restructure the financing and/or construction of the Public Improvements to accommodate the pace of development within the Project, resource availability and the funding capability of the District.

5. Service Plan Amendment. The District shall have the authority to amend or modify this Service Plan, as needed, subject to the applicable statutory procedures.

6. Additional Services. Except as specifically provided herein, the District shall be authorized to provide such additional services and exercise such powers as are expressly or impliedly granted by Colorado law.

7. Subdistricts. The District shall have the authority pursuant to Section 32-1-1101(1)(f), C.R.S., and Sections 32-1-1101(1.5)(a)-(e), C.R.S., to divide the District into one or more areas consistent with the services, programs and facilities to be furnished therein. The exercise of such authority shall not be deemed a material modification of this Service Plan.

8. Special Improvement District. The District shall have the authority pursuant to Section 32-1-1101.7, C.R.S., to establish one or more special improvement districts within the boundaries of the District, including the power to levy assessments.

C. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the applicable standards and specifications of the City and of other governmental entities having proper jurisdiction.

D. Inclusion Limitation. The District shall have the authority to include within its boundaries any property within the Service Area without the prior written consent of the City. The District shall not include within any of its boundaries any property outside the Service Area without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

E. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

F. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

G. Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of the Total Debt Issuance Limit; provided, however, any refunding Debt shall not count against the Total Debt Issuance Limit. Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

H. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

I. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C. Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

J. Intergovernmental Agreements. The District shall have the authority to enter into such intergovernmental agreements as may be necessary or appropriate to perform the functions for which the District has been organized, including the provision of Public Improvements required by any Approved Development Plan. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated in this Service Plan. Specifically, the Districts shall enter into an Intergovernmental Agreement related to debt service matters, which shall govern the relationships between and among the Districts with respect to the financing, installation and construction the improvements contemplated herein. Each individual District shall have the responsibility to coordinate the operation and maintenance

of improvements within its boundaries, including the decision on what mill levy to impose for the provision of operation and maintenance services to its taxpayers and service users.

VI. ESTIMATE OF PUBLIC IMPROVEMENT COSTS.

An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Eleven Million Seven Hundred Fifteen Thousand Five Hundred Thirty Dollars ($11,715,530) in 2025 dollars. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements. Actual Public Improvements to be constructed and their costs may vary, and the Board shall have the discretion to construct any Public Improvements authorized in an Approved Development Plan and the actual costs may increase or decrease as development occurs without the necessity of amending this Service Plan.

VII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay from revenues derived within the Maximum Debt Mill Levy Imposition Term and from the Maximum Debt Mill Levy, Fees and other legally available revenues. The total Debt that the Districts shall be permitted to issue shall not exceed the Total Debt Issuance Limit and shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including, but not limited to, general ad valorem taxes to be imposed upon all Taxable Property of the District (and associated specific ownership tax revenues) and Fees. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time, and to receive revenue from privately imposed public improvement fees, if applicable and revenue received through agreements with other governmental entities.

Prior to the issuance of Debt, it is anticipated that the Developer may advance funds to the District to pay the organizational costs of the District and costs for constructing and installing Public Improvements. The District shall be authorized to reimburse such Developer advances with interest from Debt proceeds or other legally available revenues.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed fifteen percent (15%). The proposed maximum underwriting discount will be

three percent (3%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the Taxable Property of the District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and

have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

The District may impose a mill levy as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy, except as provided in Section VII.C.2 above or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term.

F. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

G. Debt Instrument Disclosure Requirement. In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

H. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be Seventy-Five Thousand Dollars ($75,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be Fifty Thousand Dollars ($50,000) which is anticipated to be derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users. It is anticipated that the Developer will advance funds to the District to pay its operating costs until such time as the District has sufficient revenue from its operation and maintenance mill levy. The District shall be authorized to reimburse the Developer for such advances with interest.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the City no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundaries as of December 31 of the prior year.

2. Intergovernmental Agreements either entered into or proposed as of December 31 of the prior year.

3. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

4. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

5. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

6. The assessed valuation of the District for the current year.

7. Current year budget.

8. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

9. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

10. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

In no event shall the District be dissolved until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. SERVICE PLAN INTERGOVERNMENTAL AGREEMENT

The form of the service plan intergovernmental agreement required by the City, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit D** at its first Board meeting after its organizational election. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

XI. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

2. The existing service in the area to be served by the District is inadequate for present and projected needs;

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

5. Adequate service is not, and will not be, available to the area through the City/Town/County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;

6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S;

7. The proposal is in substantial compliance with a comprehensive plan adopted by the City;

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area; and

9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A-1

Initial District Boundary Legal Description

CSU PUEBLO INITIAL DISTRICT BOUNDARIES

DISTRICT 1

A PORTION OF 17, 18 + 20–20–64 PORTION SEC 17 + 18 + 20: BEGINNING NE CORNER OF SECTION 17 THENCE S 40 DEG 02 MIN 45.90 S W 4307.75 FT TO POINT OF BEGINNING THENCE S 60 DEG 59 MIN E 50.06 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 46.78, 46.95 FT THENCE N 61 DEG 56 MIN W 84.67 FT THENCE N 26 DEG 41 E MIN 28.80 FT CONSISTING OF 0.06–ACRE.

DISTRICT 2

A PORTION OF 17, 18 + 20–20–64 PORTION SEC 17 + 18 + 20: BEGINNING SW CORNER OF DISTRICT 1 THENCE S 61 DEG 56 MIN E 84.67 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 46.78, 7.78 FT THENCE S 18 DEG 27 MIN W 21.72 FT THENCE N 61 DEG 56 MIN 90.00 FT THENCE N 26 DEG 41 MIN W 28.8 FT CONSISTING OF 0.07–ACRE.

DISTRICT 3

A PORTION OF 17, 18 + 20–20–64 PORTION SEC 17 + 18 + 20: BEGINNING SW CORNER OF DISTRICT 2 THENCE 61 DEG 56 MIN E 90.00 FT THENCE S 18 DEG 27 MIN W 29.20 FT THENCE N 61 DEG 31 MIN W 94.19 FT THENCE N 26 DEG 39 MIN E 28.11 FT CONSISTING OF 0.08–ACRE.

INITIAL DISTRICT BOUNDARIES

PROJECT NUMBER: 2025-CSUP
DRAWN BY: DKH
REVIEWED BY: DKH
DATE: 5-26-2025

ISSUE RECORD:

CAMPUS DEVELOPMENT PROJECT

COLORADO STATE UNIVERSITY PUEBLO

2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

DK Horn Engineering & Design Inc.

EXHIBIT A-2

Inclusion Area Boundary Legal Description

INCLUSION AREA

A POR OF THE W2 OF SEC 17 + SE4 OF THE NE4 + THE NE4 OF THE SE4 OF SEC 18–20–64 W, BEING A POR OF THAT TRACT OF LAND CONVEYED TO THE TRUSTEES OF STATE COLLEGES IN COLORADO BY DEED RECORDED IN BK 1533 AT PG 985 OF THE PUEBLO COUNTY RECORDS AND A PORTION OF 17, 18 + 20–20–64 PORTION SEC 17 + 18 + 20 AND 17–20–64 A TRCT OR PAR OF LAND #1 OF THE DEPT OF TRANSPORTATION STATE OF COLORADO, PROJECT #CXFCU–CY 02–0047–01 CONTG 117,790 SQ FT, M/L; BEING A POR OF A PAR OF LAND AS DESC IN BK 2738, PG 220, OF THE PUEBLO COUNTY CLERK + RECR'S OFFICE, LYING IN THE SW4 17–20–64 W OF THE 6TH P M; IN PUEBLO COUNTY, COLORADO + BEING MORE PARTICULARLY DESCRIBEDF AS BEGININNING AT N CORNER THENCE S 00 DEG 43 MIN E 448.82 FT THENCE S 65 DEG 44 MIN E 52.66 FT THENCE S 02 DEG 09 MIN W 219.94 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF2003.99, 442.41 FT THENCE S 19 DEG 30 MIN W 124.32 FT THENCE S 01 DEG 38 MIN W 131.12 FT THENCE S40 DEG 53 MIN E 129.71 FT THENCE S80 DEG 08 MIN R 154.17 FT THENCE S 41 DEG 06 MIN E 205.22 FT THENCE S 89 DEG 27 MIN E 134.89 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 515.42, 186.52 FT THENCE S 63 DEG 11 MIN E 108.58 FT THENCE N 83 DEG 12 MIN E 194.19 FT THENCE N 25 DEG 21 MIN E 412.41 FT THENCE S 63 DEG 52 MIN E 93.98 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 297.11, 108.87 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 1020.58, 149.83 FT THENCE S12 DEG 42 MIN E 488.41 FT THENCE N 83 DEG 01 MIN E 412.15 FT THENCE S 11 DEG 27 MIN 35.15 FT THENCE S 59 DEG 29 MIN W 76.81 FT THENCE S 05 DEG 35 MIN E 376.91 FT THENCE S 632 DEG 25 MIN E 493.31 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 84.38. 244.86 FT THENCE S 26 DEG 26 MIN W 211.87 FT THENCE S62 DEG 08 MIN E 374.50 FT THENCE N 30 DEG 06 MIN E 129.17 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 161.44, 119.62 FT THENCE N 59 DEG 35 MIN E 153.83 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 93.87, 96.95 FT THENCE N 81 DEG 06 MIN E 636.96 FT THENCE S 08 DEG 08 MIN E 306.85 FT THENCE S 49 DEG 51 MIN E 283.99 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 53.31, 158.50 FT THENCE S 87 DEG 19 MIN W 945.99 FT THENCE S 62 DEG 23 MIN W 853.27 FT THENCE N 61 DEG 54 MIN W 558.31 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 899.51, 167.36 FT THENCE S 67 DEG 33 MIN W 481.39 FT THENCE N 61 DEG 03 MIN W 817.91 FT THENCE N 61 DEG 42 MIN W 808.20 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 1557.28, 625.98 FT THENCE N 02 DEG 23 MIN W 71.82 FT THENCE N01 DEG 34 MIN W 87.92 FT THENCE N00 DEG 05 MIN E 522.59 FT THENCE N 36 DEG 25 MIN E 977.35 FT THENCE N 40 DEG 07 MIN E 578.54 FT CONSISTING OF 110.6–ACRES.

AND

BEGINNING AT SW CORNER THENCE N 75 DEG 39 MIN E 302.30 FT THENCE N 13 DEG 52 MIN 119.45 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 202.66, 151.20 FT THENCE N27 DEG 36 MIN W 282.95 FT THENCE N 62 DEG 06 MIN 150.50 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 37.61, 18.19 FT THENCE N 64 DEG 37 MIN W 29.83 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 18.35, 27.43 FT THENCE S 09 DEG 38 MIN W 93.85 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 43.72, 25.17 FT THENCE S 49 DEG 04 MIN W 57.13 FT THENCE S 61 DEG 01 MIN W 141.74 FT THENCE S 29 DEG 22 MIN W 207.50 FT THENCE S 71 DEG 43 MIN E 263.00 FT THENCE S 23 DEG 29 MIN E 184.11 FT CONSISTING OF 5.6–ACRES.

TOTAL 116.2–ACRES

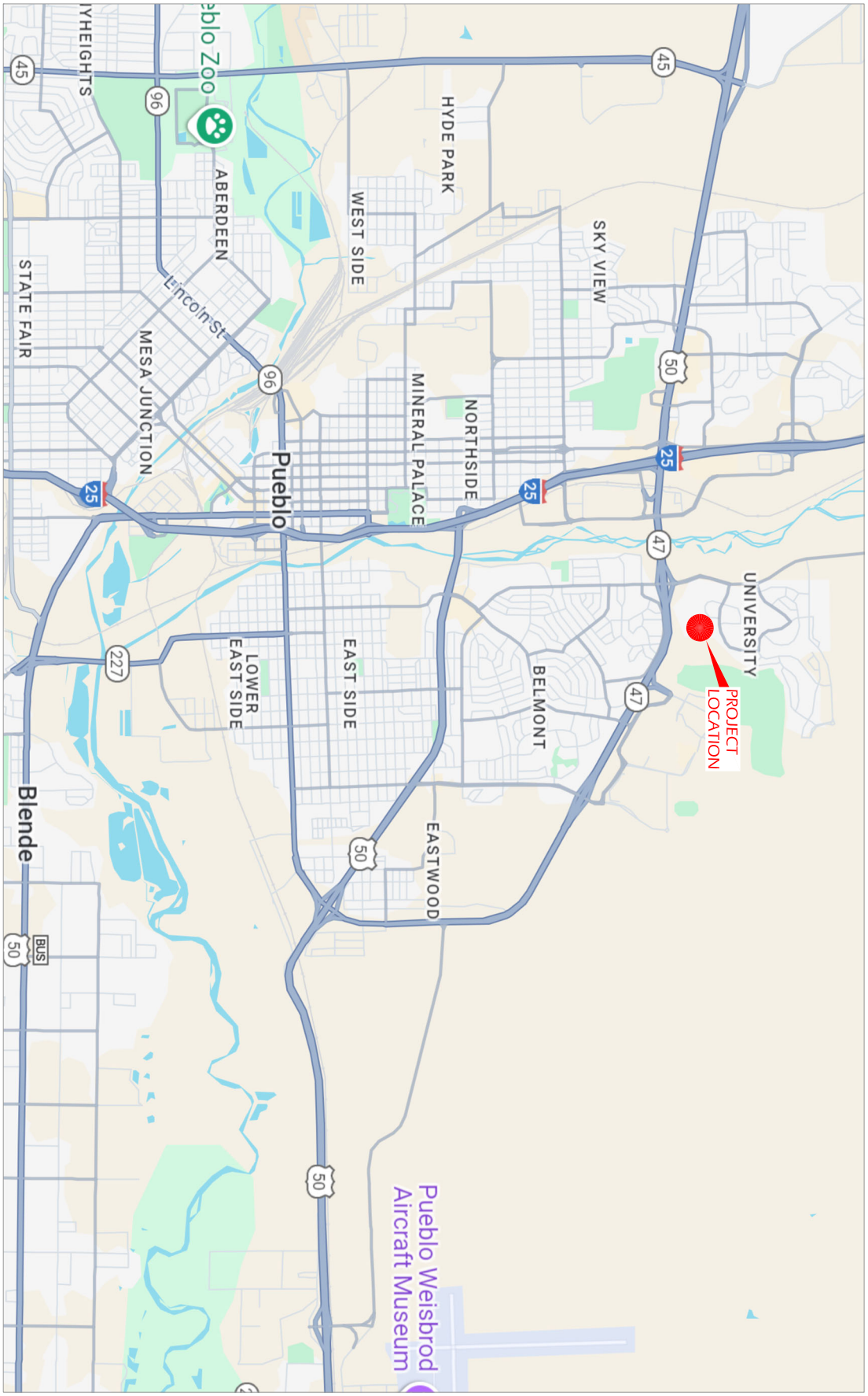
INITIAL DISTRICTS

PROJECT NUMBER: 2025-CSUP DRAWN BY: DKH REVIEWED BY: DKH DATE: 5-26-2025 ISSUE RECORD:	**CAMPUS DEVELOPMENT PROJECT** COLORADO STATE UNIVERSITY PUEBLO	2441 S PRAIRIE AVE PUEBLO, CO 81005 TEL 719.696.8274

DK Horn Engineering & Design Inc.

EXHIBIT B

Vicinity Map



NORTH

NTS

VICINITY MAP

PROJECT NUMBER:	2025-CSUP
DRAWN BY:	DKH
REVIEWED BY:	DKH
DATE:	5-26-2025

ISSUE RECORD:

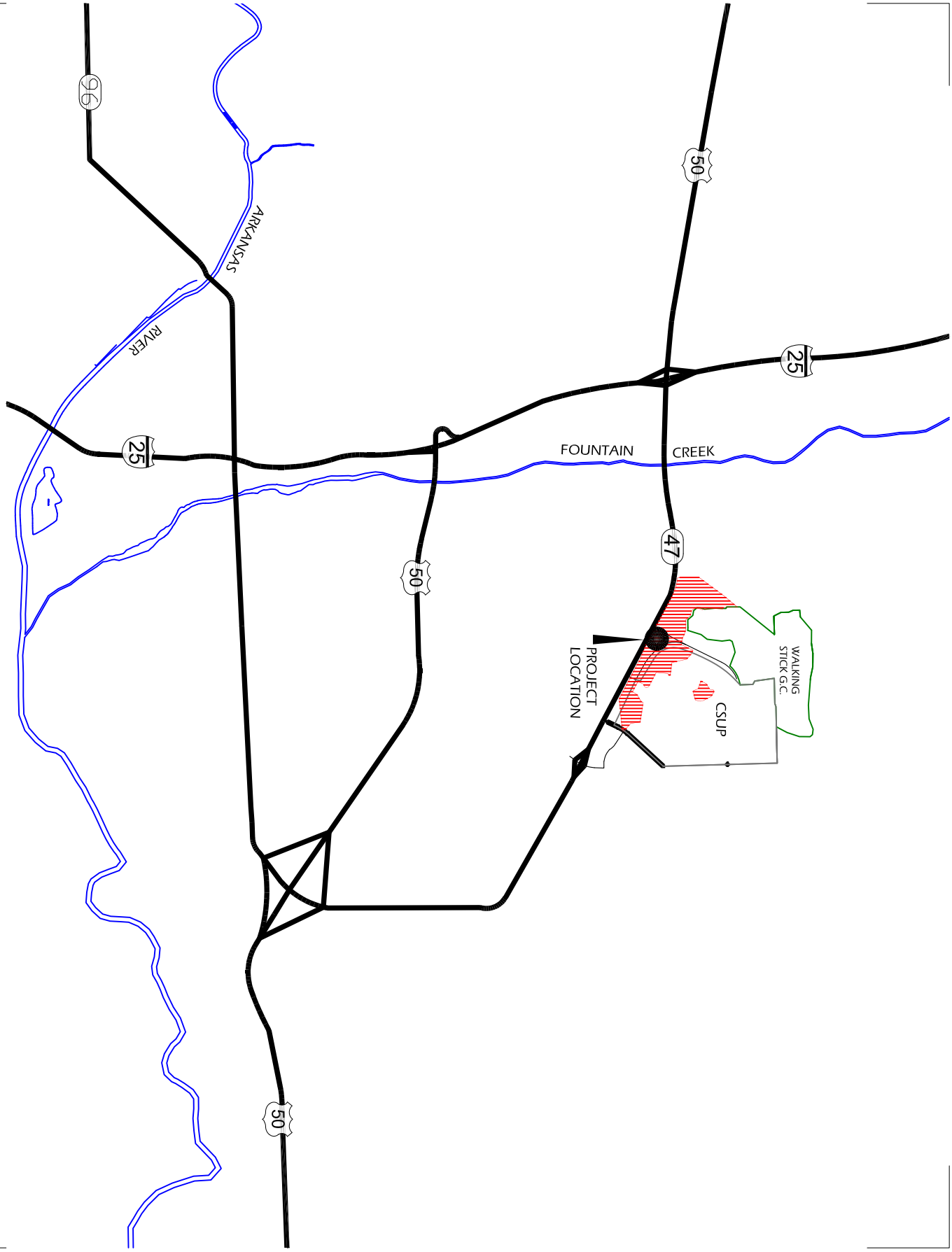
CAMPUS DEVELOPMENT PROJECT

COLORADO STATE UNIVERSITY PUEBLO

2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

DK Horn Engineering & Design Inc.

VICINITY MAP



NORTH

VICINITY MAP

1" = 50,000'

VICINITY MAP

PROJECT NUMBER:	2025-CSUP
DRAWN BY:	DKH
REVIEWED BY:	DKH
DATE:	5-26-2025

ISSUE RECORD:

CAMPUS DEVELOPMENT PROJECT

COLORADO STATE UNIVERSITY PUEBLO

2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

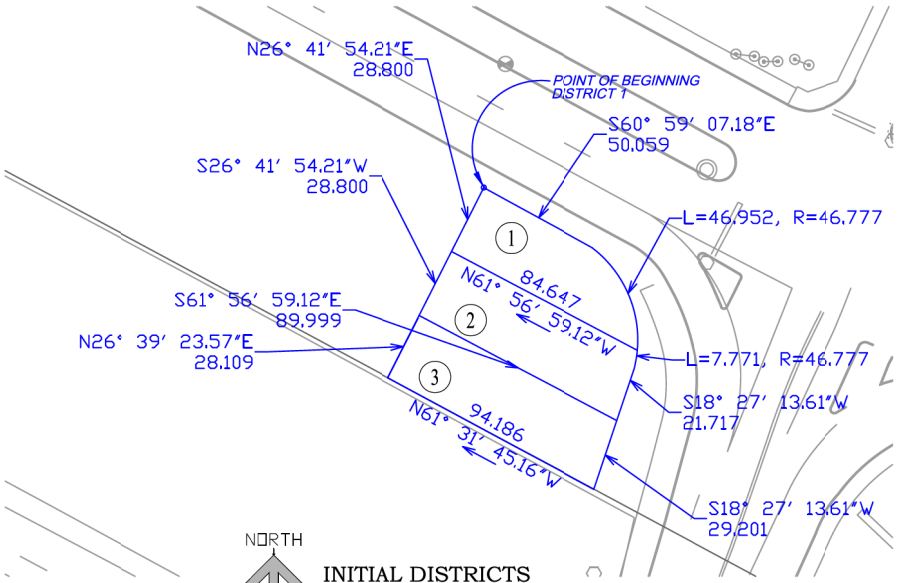
DK Horn Engineering & Design Inc.

EXHIBIT C-1

Initial District Boundary Map

NORTH

INITIAL DISTRICTS VICINITY MAP
NTS



NORTH

INITIAL DISTRICTS
1" = 50'

DK Horn Engineering & Design Inc.
2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

CAMPUS DEVELOPMENT PROJECT

COLORADO STATE UNIVERSITY PUEBLO

PROJECT NUMBER: 20254.06
DRAWN BY: DKH
REVIEWED BY: DKH
DATE: MAY 2025

ISSUE RECORD:
UPDATED JULY 2025

INITIAL DISTRICT BOUNDARIES

EXHIBIT C-2

Inclusion Area Boundary Map

NORTH

INCLUSION AREA VICINITY MAP
NTS

DK Horn Engineering & Design Inc.
2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

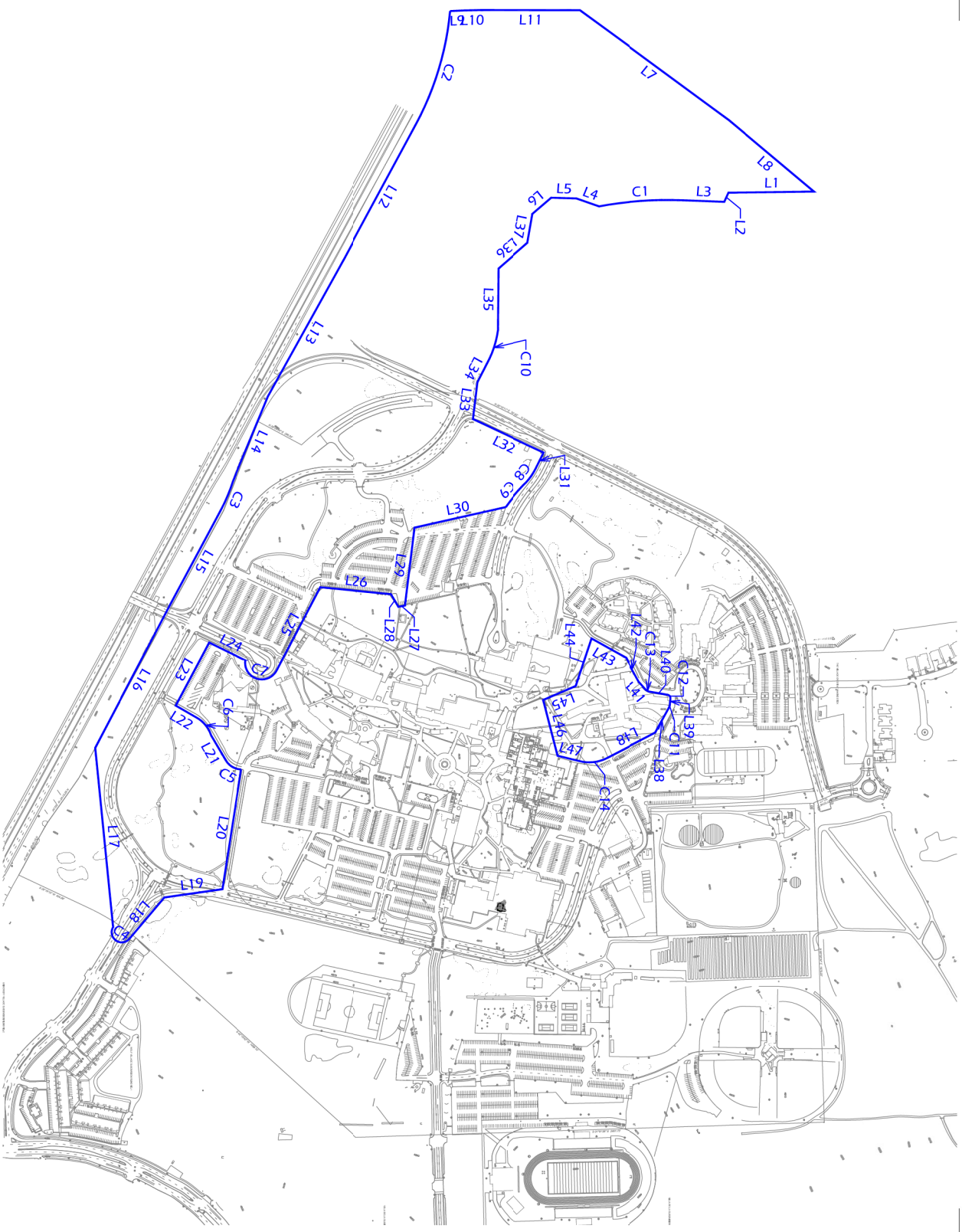
CAMPUS DEVELOPMENT PROJECT

COLORADO STATE UNIVERSITY PUEBLO

PROJECT NUMBER: 20254206
DRAWN BY: DKH
REVIEWED BY: DKH
DATE: MAY 2025

ISSUE RECORD:

INCLUSION AREA



INCLUSION AREA

PROJECT NUMBER:	2025-056
DRAWN BY:	DKH
REVIEWED BY:	DKH
DATE:	MAY 2025

ISSUE RECORD:

CAMPUS DEVELOPMENT PROJECT

COLORADO STATE UNIVERSITY PUEBLO

2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

DK Horn Engineering & Design Inc.

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L1	448.82	N00° 43' 15.76"W	
L2	52.66	N65° 44' 11.01"W	
L3	219.94	N02° 09' 30.08"E	
C1	442.41	N10° 29' 26.47"W	2003.99
L4	124.32	N19° 30' 40.25"E	
L5	131.12	N01° 38' 56.81"E	
L6	129.71	N40° 53' 12.56"W	
L7	977.35	S36° 25' 06.20"W	
L8	578.54	S40° 07' 09.96"W	
L9	71.82	S02° 23' 13.20"E	
L10	87.92	S01° 34' 14.50"E	
L11	522.59	S00° 05' 15.88"W	
C2	625.98	S84° 44' 42.72"E	1557.28
L12	808.20	S61° 42' 50.61"E	
L13	817.91	S61° 03' 37.07"E	
L14	481.39	S67° 33' 28.56"E	
L15	558.31	S61° 54' 43.92"E	
C3	167.36	S72° 34' 20.17"E	899.51
L16	853.27	S62° 23' 28.76"E	
L17	945.99	N84° 19' 41.16"E	
C4	158.50	S59° 30' 51.78"E	53.31

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L18	283.99	N49° 51' 37.38"W	
L19	306.85	N08° 08' 56.16"W	
L20	636.96	N81° 06' 08.95"W	
L21	153.83	S59° 35' 15.76"W	
C5	96.65	S00° 35' 46.15"W	93.87
C6	119.62	S72° 33' 23.64"W	161.44
L22	129.17	S30° 06' 11.34"W	
L23	374.50	N62° 08' 49.57"W	
L24	211.87	N26° 16' 36.14"E	
C7	244.86	S81° 52' 04.39"E	87.38
L25	493.31	N62° 25' 04.15"W	
L26	376.91	N05° 35' 24.58"E	
L27	35.15	N11° 27' 22.80"W	
L28	76.81	N59° 29' 18.06"E	
L29	412.15	N83° 01' 56.12"W	
L30	488.41	N12° 43' 16.72"W	
C8	108.87	N42° 53' 07.22"W	297.11
C9	149.83	N54° 25' 46.25"W	1030.58
L31	93.98	N63° 52' 47.77"W	
L32	412.41	S25° 21' 53.56"W	
L33	194.14	N83° 12' 29.25"W	

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L34	108.58	N63° 11' 21.58"W	
L35	324.89	N89° 27' 20.26"W	
C10	186.52	N61° 16' 53.08"W	515.42
L36	205.22	N41° 06' 04.97"W	
L37	154.17	N80° 08' 20.77"W	
L38	150.50	N61° 06' 08.37"W	
C11	18.19	N61° 06' 08.37"W	37.61
L39	29.83	N84° 37' 52.77"W	
C12	27.43	N84° 37' 52.77"W	18.35
L40	93.85	S09° 38' 19.23"W	
C13	25.17	S09° 38' 19.23"W	43.72
L41	57.13	S49° 04' 15.84"W	
L42	141.74	S61° 01' 55.24"W	
L43	207.50	S29° 22' 20.87"W	
L44	263.00	S71° 43' 06.01"E	
L45	184.11	S23° 29' 04.81"E	
L46	302.30	N75° 39' 24.23"E	
L47	119.45	N13° 52' 53.46"E	
C14	151.20	N13° 52' 53.46"E	202.66
L48	282.95	N27° 36' 22.21"W	

DK Horn Engineering & Design Inc.
2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

CAMPUS DEVELOPMENT PROJECT

COLORADO STATE UNIVERSITY PUEBLO

PROJECT NUMBER: 2024A06
DRAWN BY: DKH
REVIEWED BY: DKH
DATE: MAY 2025

ISSUE RECORD:

INCLUSION AREA

EXHIBIT D

SERVICE PLAN INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF PUEBLO, COLORADO
AND
CSUP METROPOLITAN DISTRICT NO. 1

THIS **SERVICE PLAN INTERGOVERNMENTAL AGREEMENT** is made and entered into as of this ____ day of _____, _____, by and between the **CITY OF PUEBLO**, a home-rule municipal corporation of the State of Colorado ("City"), and **CSUP METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the City on _____ ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owner's association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

2. Fire Protection. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, and (on a supplemental basis) operate and maintain improvements for fire protection and emergency response services, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities; provided, however, the District shall not use its fire protection powers to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision. It is anticipated that fire protection and emergency response services will be provided by the Pueblo Fire Department.

3. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

4. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

6. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for

payment of Debt of such proposed districts will not any time exceed the Maximum Debt Mill Levy of the Districts.

7. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

8. Total Debt Issuance. The Districts shall not issue Debt in excess Twenty-One Million Dollars ($21,000,000) in the aggregate.

9. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

10. Bankruptcy. All of the limitations contained in the Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C. Section 903), and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of the Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

11. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in Sections V.A.1-9 or VII.B-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

12. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into an Intergovernmental Agreement related to debt service matters, which shall govern the relationships between and among the Districts with respect to the financing, installation and construction the improvements contemplated herein. Each individual District shall have the responsibility to coordinate the operation and maintenance of improvements within its boundaries, including the decision on what mill levy to impose for the provision of operation and maintenance services to its taxpayers and service users.

13. Annual Report. The District shall be responsible for submitting an annual report to the City Manager no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

14. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each

of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

The Maximum Debt Mill Levy shall not apply to the District's Operations and Maintenance Mill Levy for the provision of operation and maintenance services to the District's taxpayers and service users.

15. Maximum Debt Mill Levy Imposition Term. The District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

16. Notices. All notices, demands, requests, or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: CSUP Metropolitan District No. 1
Address: _____
_____
_____
Attn: _____
Phone: _____
Fax: _____
Emaill: _____

To the City: City of Pueblo
1 City Hall Place
Pueblo, CO 81003
Attn: _____, City Attorney
Phone: _____
Fax: _____
Email: _____

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

17. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

18. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

19. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

20. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

21. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

22. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

23. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

24. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

26. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

27. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

CSUP METROPOLITAN DISTRICT NO. 1

By: _____
President

Attest:

_____
Secretary

CITY OF PUEBLO, COLORADO

By: _____
HEATHER GRAHAM, Mayor

ATTEST:

_____
_____, City Clerk

APPROVED AS TO FORM:

_____
_____, City Attorney

SERVICE PLAN

FOR

CSUP METROPOLITAN DISTRICT NO. 2

PUEBLO, COLORADO

Prepared by

McGEADY BECHER CORTESE WILLIAMS P.C.
450 E. 17th Ave., Suite 400
Denver, CO 80203-1254

Submitted: June 3, 2025

Approved: _____

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EXHIBIT D Service Plan Intergovernmental Agreement with the City of Pueblo

I. INTRODUCTION

A. Purpose and Intent.

CSU Pueblo Development Project is a residential/commercial/mixed-use development (the "**Project**") in Pueblo, Colorado (the "**City**"). The Project comprises approximately One Hundred Sixteen (116) acres. The Project is currently owned by and to be developed by _____ (the "**Developer**").

CSUP Metropolitan District No. 2 (the "**District**") is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements (defined below) for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purposes of the District will be to finance the construction of these Public Improvements and provide ongoing operation and maintenance services as more specifically set forth in this Service Plan.

The District is being organized concurrently with the organization of District No. 1 and District No. 3. The multiple district structure is anticipated to provide flexibility to finance and operate and maintain the public improvements needed to serve several different types of future property uses, such as residential, commercial, and mixed-use property. Under the multiple district structure, it is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated in this Service Plan. Specifically, the Districts shall enter into an Intergovernmental Agreement related to debt service matters, which shall govern the relationships between and among the Districts with respect to the financing, installation and construction the improvements contemplated herein. Each individual District shall have the responsibility to coordinate the operation and maintenance of improvements within its boundaries, including the decision on what mill levy to impose for the provision of operation and maintenance services to its taxpayers and service users.

B. Need for the Districts.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, operation and maintenance of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding the District's Service Plan.

The City's objective in approving the Service Plan is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements from the proceeds of Debt to be issued by the Districts and other legally available revenues of the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a mill levy no higher than the Maximum Debt

Mill Levy and Fees and any other legally available revenue. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

The primary purpose of the Districts is to provide for the Public Improvements associated with development and, if applicable, regional needs, and operate and maintain Public Improvements not accepted by the City, other appropriate jurisdiction or an owners' association.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a development plan, subdivision improvement agreement or other document approved by the City that, among other things, identifies Public Improvements necessary for facilitating development for property within the Service Area.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an ad valorem property tax mill levy, or impose and collect Fee revenue.

City Council: means the City Council of the City of Pueblo, Colorado.

District No. 1: means CSUP Metropolitan District No. 1.

District No. 2: means CSUP Metropolitan District No. 2.

District No. 3: means CSUP Metropolitan District No. 3.

Districts: means District No. 1, District No. 2, and District No. 3 collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities, and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or

employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fees: means any fee imposed and/or received by the District for services, programs, or facilities provided by the District.

Financial Plan: means the Financial Plan described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area legally described in **Exhibit A-2** and depicted on the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, depicting the property proposed for inclusion within the District.

Initial District Boundaries: means the boundaries of the area legally described in **Exhibit A-1** and depicted on the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C-1**, depicting the District's initial boundaries.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below

Project: means the CSU Pueblo Development Project.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board.

Service Area: means, collectively, the property within the Initial District Boundaries and the Inclusion Area Boundaries.

Service Plan: means this service plan for the District approved by the County.

Service Plan Amendment: means an amendment to the Service Plan approved by the City in accordance with applicable law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real property subject to ad valorem taxes imposed by the District.

Total Debt Issuance Limit: means the maximum amount of general obligation Debt the Districts, in aggregate, may issue, which amount shall be Twenty-One Million Dollars ($21,000,000).

III. BOUNDARIES

The Initial District Boundaries include approximately seven hundredths (0.07) acres, and the total area proposed to be in the Inclusion Area Boundaries is approximately One Hundred Sixteen (116) acres. Legal descriptions of the Initial District Boundaries and the Inclusion Area Boundaries are attached hereto as **Exhibit A-1** and **Exhibit A-2**, respectively. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately One Hundred Sixteen (116) acres) acres of land of residential, commercial, and mixed-use property. The current assessed valuation of the Service Area is $0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the Districts at build-out is estimated to be approximately eight hundred twenty (820) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Types of Improvements. The District shall have the power and authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, operation, and maintenance of Public Improvements, within and without the boundaries of the District, as such power and authority is described in the Special District Act, and other applicable statutes, common law, and the Constitution. Without limiting the foregoing, following is a general description of the types of Public Improvements and services the District shall be authorized to provide.

1. Street Improvements. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate, and maintain street and

roadway improvements including, but not limited to, related landscaping, curbs, gutters, sidewalks, culverts, and other drainage facilities, pedestrian ways, bridges, overpasses, interchanges, signage, median islands, alleys, parking facilities, paving, lighting, grading and irrigation structures, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that street improvements not accepted by the City or other appropriate jurisdiction or an owners' association will be owned and maintained by the District.

2. Water Improvements. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain potable, non-potable, and irrigation water systems including, but not limited to, transmission lines, distribution mains and laterals, storage and treatment facilities, water right acquisition, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that water improvements not accepted by the City or other appropriate jurisdiction or an owners' association will be owned and maintained by the District.

3. Sanitation Improvements. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain sanitation improvements including, but not limited to, sanitary sewer transmission lines, wastewater treatment, storm drainage, detention/retention ponds, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that sanitation improvements not accepted by the City or other appropriate jurisdiction or an owners' association will be owned and maintained by the District.

4. Safety Protection Improvements. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain traffic and safety controls and devices on streets, highways and railroad crossings including, but not limited to, signalization, signage and striping, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that safety protection improvements not accepted by the City or other appropriate jurisdiction or an owners' association will be owned and maintained by the District.

5. Park and Recreation Improvements. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain park and recreation facilities and programs including, but not limited to, parks, pedestrian ways, bike paths, bike storage facilities, signage, interpretive kiosks and facilities, open space, landscaping, cultural activities, community centers, recreational centers, water bodies, wildlife preservation and mitigation areas, irrigation facilities, playgrounds, pocket parks, swimming pools, and other active and passive recreational facilities, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that park and recreation improvements not accepted by the City, other appropriate jurisdiction or an owners' association will be owned and maintained by the District.

6. Transportation Improvements. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain a system to transport the public by bus, rail or any other means of conveyance, or any combination

thereof, including, but not limited to, bus stops and shelters, park-and-ride facilities, parking facilities, bike storage facilities, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that transportation improvements not accepted by the City or other appropriate jurisdiction or an owners' association will be owned and maintained by the District.

7. Fire Protection. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop and (on a supplemental basis) operate and maintain improvements for fire protection and emergency response services, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities; provided, however, the District shall not use its fire protection powers to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision. It is anticipated that fire protection and emergency response services will be provided by the Pueblo Fire Department.

B. Other Powers.

1. Operations and Maintenance. The District shall be authorized to operate and maintain Public Improvements not accepted by the City or other governmental entities having proper jurisdiction or to an owners' association. To the extent the District retains ownership of any Public Improvements, the District shall be authorized to enter into one or more agreements with owners' associations pursuant to which such owners' association(s) may operate and maintain such Public Improvements.

2. Security Services. Subject to the provisions of Section 32-1-1004(7), C.R.S., the District shall have the power to furnish security services within the Service Area.

3. Covenant Enforcement. Subject to the provisions of Section 32-1-1004(8), C.R.S., the District shall have the power to furnish covenant enforcement and design review services within the Service Area.

4. Phasing; Deferral. Except as may be limited herein, the District shall have the right, without having to amend this Service Plan, to defer, delay, reschedule, re-phase or restructure the financing and/or construction of the Public Improvements to accommodate the pace of development within the Project, resource availability and the funding capability of the District.

5. Service Plan Amendment. The District shall have the authority to amend or modify this Service Plan, as needed, subject to the applicable statutory procedures.

6. Additional Services. Except as specifically provided herein, the District shall be authorized to provide such additional services and exercise such powers as are expressly or impliedly granted by Colorado law.

7. Subdistricts. The District shall have the authority pursuant to Section 32-1-1101(1)(f), C.R.S., and Sections 32-1-1101(1.5)(a)-(e), C.R.S., to divide the District into one or more areas consistent with the services, programs and facilities to be furnished therein. The exercise of such authority shall not be deemed a material modification of this Service Plan.

8. Special Improvement District. The District shall have the authority pursuant to Section 32-1-1101.7, C.R.S., to establish one or more special improvement districts within the boundaries of the District, including the power to levy assessments.

C. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the applicable standards and specifications of the City and of other governmental entities having proper jurisdiction.

D. Inclusion Limitation. The District shall have the authority to include within its boundaries any property within the Service Area without the prior written consent of the City. The District shall not include within any of its boundaries any property outside the Service Area without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

E. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

F. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

G. Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of the Total Debt Issuance Limit; provided, however, any refunding Debt shall not count against the Total Debt Issuance Limit. Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

H. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

I. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C. Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

J. Intergovernmental Agreements. The District shall have the authority to enter into such intergovernmental agreements as may be necessary or appropriate to perform the functions for which the District has been organized, including the provision of Public Improvements required by any Approved Development Plan. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated in this Service Plan. Specifically, the Districts shall enter into an Intergovernmental Agreement related to debt service matters, which shall govern the relationships between and among the Districts with respect to the financing, installation and construction the improvements contemplated herein. Each individual District shall have the responsibility to coordinate the operation and maintenance

of improvements within its boundaries, including the decision on what mill levy to impose for the provision of operation and maintenance services to its taxpayers and service users.

VI. ESTIMATE OF PUBLIC IMPROVEMENT COSTS.

An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Eleven Million Seven Hundred Fifteen Thousand Five Hundred Thirty Dollars ($11,715,530) in 2025 dollars. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements. Actual Public Improvements to be constructed and their costs may vary, and the Board shall have the discretion to construct any Public Improvements authorized in an Approved Development Plan and the actual costs may increase or decrease as development occurs without the necessity of amending this Service Plan.

VII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay from revenues derived within the Maximum Debt Mill Levy Imposition Term and from the Maximum Debt Mill Levy, Fees and other legally available revenues. The total Debt that the Districts shall be permitted to issue shall not exceed the Total Debt Issuance Limit and shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including, but not limited to, general ad valorem taxes to be imposed upon all Taxable Property of the District (and associated specific ownership tax revenues) and Fees. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time, and to receive revenue from privately imposed public improvement fees, if applicable and revenue received through agreements with other governmental entities.

Prior to the issuance of Debt, it is anticipated that the Developer may advance funds to the District to pay the organizational costs of the District and costs for constructing and installing Public Improvements. The District shall be authorized to reimburse such Developer advances with interest from Debt proceeds or other legally available revenues.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed fifteen percent (15%). The proposed maximum underwriting discount will be

three percent (3%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the Taxable Property of the District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and

have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

The District may impose a mill levy as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy, except as provided in Section VII.C.2 above or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term.

F. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

G. Debt Instrument Disclosure Requirement. In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

H. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be Seventy-Five Thousand Dollars ($75,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be Fifty Thousand Dollars ($50,000) which is anticipated to be derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users. It is anticipated that the Developer will advance funds to the District to pay its operating costs until such time as the District has sufficient revenue from its operation and maintenance mill levy. The District shall be authorized to reimburse the Developer for such advances with interest.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the City no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundaries as of December 31 of the prior year.

2. Intergovernmental Agreements either entered into or proposed as of December 31 of the prior year.

3. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

4. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

5. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

6. The assessed valuation of the District for the current year.

7. Current year budget.

8. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

9. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

10. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

In no event shall the District be dissolved until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. SERVICE PLAN INTERGOVERNMENTAL AGREEMENT

The form of the service plan intergovernmental agreement required by the City, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit D** at its first Board meeting after its organizational election. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

XI. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

2. The existing service in the area to be served by the District is inadequate for present and projected needs;

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

5. Adequate service is not, and will not be, available to the area through the City/Town/County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;

6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S;

7. The proposal is in substantial compliance with a comprehensive plan adopted by the City;

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area; and

9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A-1

Initial District Boundary Legal Description

CSU PUEBLO INITIAL DISTRICT BOUNDARIES

DISTRICT 1

A PORTION OF 17, 18 + 20–20–64 PORTION SEC 17 + 18 + 20: BEGINNING NE CORNER OF SECTION 17 THENCE S 40 DEG 02 MIN 45.90 S W 4307.75 FT TO POINT OF BEGINNING THENCE S 60 DEG 59 MIN E 50.06 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 46.78, 46.95 FT THENCE N 61 DEG 56 MIN W 84.67 FT THENCE N 26 DEG 41 E MIN 28.80 FT CONSISTING OF 0.06–ACRE.

DISTRICT 2

A PORTION OF 17, 18 + 20–20–64 PORTION SEC 17 + 18 + 20: BEGINNING SW CORNER OF DISTRICT 1 THENCE S 61 DEG 56 MIN E 84.67 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 46.78, 7.78 FT THENCE S 18 DEG 27 MIN W 21.72 FT THENCE N 61 DEG 56 MIN 90.00 FT THENCE N 26 DEG 41 MIN W 28.8 FT CONSISTING OF 0.07–ACRE.

DISTRICT 3

A PORTION OF 17, 18 + 20–20–64 PORTION SEC 17 + 18 + 20: BEGINNING SW CORNER OF DISTRICT 2 THENCE 61 DEG 56 MIN E 90.00 FT THENCE S 18 DEG 27 MIN W 29.20 FT THENCE N 61 DEG 31 MIN W 94.19 FT THENCE N 26 DEG 39 MIN E 28.11 FT CONSISTING OF 0.08–ACRE.

INITIAL DISTRICT BOUNDARIES

PROJECT NUMBER: 2025-CSUP
DRAWN BY: DKH
REVIEWED BY: DKH
DATE: 5-26-2025

ISSUE RECORD:

CAMPUS DEVELOPMENT PROJECT

COLORADO STATE UNIVERSITY PUEBLO

2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

DK Horn Engineering & Design Inc.

EXHIBIT A-2

Inclusion Area Boundary Legal Description

INCLUSION AREA

A POR OF THE W2 OF SEC 17 + SE4 OF THE NE4 + THE NE4 OF THE SE4 OF SEC 18–20–64 W, BEING A POR OF THAT TRACT OF LAND CONVEYED TO THE TRUSTEES OF STATE COLLEGES IN COLORADO BY DEED RECORDED IN BK 1533 AT PG 985 OF THE PUEBLO COUNTY RECORDS AND A PORTION OF 17, 18 + 20–20–64 PORTION SEC 17 + 18 + 20 AND 17–20–64 A TRCT OR PAR OF LAND #1 OF THE DEPT OF TRANSPORTATION STATE OF COLORADO, PROJECT #CXFCU–CY 02–0047–01 CONTG 117,790 SQ FT, M/L; BEING A POR OF A PAR OF LAND AS DESC IN BK 2738, PG 220, OF THE PUEBLO COUNTY CLERK + RECR'S OFFICE, LYING IN THE SW4 17–20–64 W OF THE 6TH P M; IN PUEBLO COUNTY, COLORADO + BEING MORE PARTICULARLY DESCRIBEDF AS BEGININNING AT N CORNER THENCE S 00 DEG 43 MIN E 448.82 FT THENCE S 65 DEG 44 MIN E 52.66 FT THENCE S 02 DEG 09 MIN W 219.94 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF2003.99, 442.41 FT THENCE S 19 DEG 30 MIN W 124.32 FT THENCE S 01 DEG 38 MIN W 131.12 FT THENCE S40 DEG 53 MIN E 129.71 FT THENCE S80 DEG 08 MIN R 154.17 FT THENCE S 41 DEG 06 MIN E 205.22 FT THENCE S 89 DEG 27 MIN E 134.89 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 515.42, 186.52 FT THENCE S 63 DEG 11 MIN E 108.58 FT THENCE N 83 DEG 12 MIN E 194.19 FT THENCE N 25 DEG 21 MIN E 412.41 FT THENCE S 63 DEG 52 MIN E 93.98 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 297.11, 108.87 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 1020.58, 149.83 FT THENCE S12 DEG 42 MIN E 488.41 FT THENCE N 83 DEG 01 MIN E 412.15 FT THENCE S 11 DEG 27 MIN 35.15 FT THENCE S 59 DEG 29 MIN W 76.81 FT THENCE S 05 DEG 35 MIN E 376.91 FT THENCE S 632 DEG 25 MIN E 493.31 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 84.38. 244.86 FT THENCE S 26 DEG 26 MIN W 211.87 FT THENCE S62 DEG 08 MIN E 374.50 FT THENCE N 30 DEG 06 MIN E 129.17 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 161.44, 119.62 FT THENCE N 59 DEG 35 MIN E 153.83 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 93.87, 96.95 FT THENCE N 81 DEG 06 MIN E 636.96 FT THENCE S 08 DEG 08 MIN E 306.85 FT THENCE S 49 DEG 51 MIN E 283.99 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 53.31, 158.50 FT THENCE S 87 DEG 19 MIN W 945.99 FT THENCE S 62 DEG 23 MIN W 853.27 FT THENCE N 61 DEG 54 MIN W 558.31 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 899.51, 167.36 FT THENCE S 67 DEG 33 MIN W 481.39 FT THENCE N 61 DEG 03 MIN W 817.91 FT THENCE N 61 DEG 42 MIN W 808.20 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 1557.28, 625.98 FT THENCE N 02 DEG 23 MIN W 71.82 FT THENCE N01 DEG 34 MIN W 87.92 FT THENCE N00 DEG 05 MIN E 522.59 FT THENCE N 36 DEG 25 MIN E 977.35 FT THENCE N 40 DEG 07 MIN E 578.54 FT CONSISTING OF 110.6–ACRES.

AND

BEGINNING AT SW CORNER THENCE N 75 DEG 39 MIN E 302.30 FT THENCE N 13 DEG 52 MIN 119.45 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 202.66, 151.20 FT THENCE N27 DEG 36 MIN W 282.95 FT THENCE N 62 DEG 06 MIN 150.50 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 37.61, 18.19 FT THENCE N 64 DEG 37 MIN W 29.83 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 18.35, 27.43 FT THENCE S 09 DEG 38 MIN W 93.85 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 43.72, 25.17 FT THENCE S 49 DEG 04 MIN W 57.13 FT THENCE S 61 DEG 01 MIN W 141.74 FT THENCE S 29 DEG 22 MIN W 207.50 FT THENCE S 71 DEG 43 MIN E 263.00 FT THENCE S 23 DEG 29 MIN E 184.11 FT CONSISTING OF 5.6–ACRES.

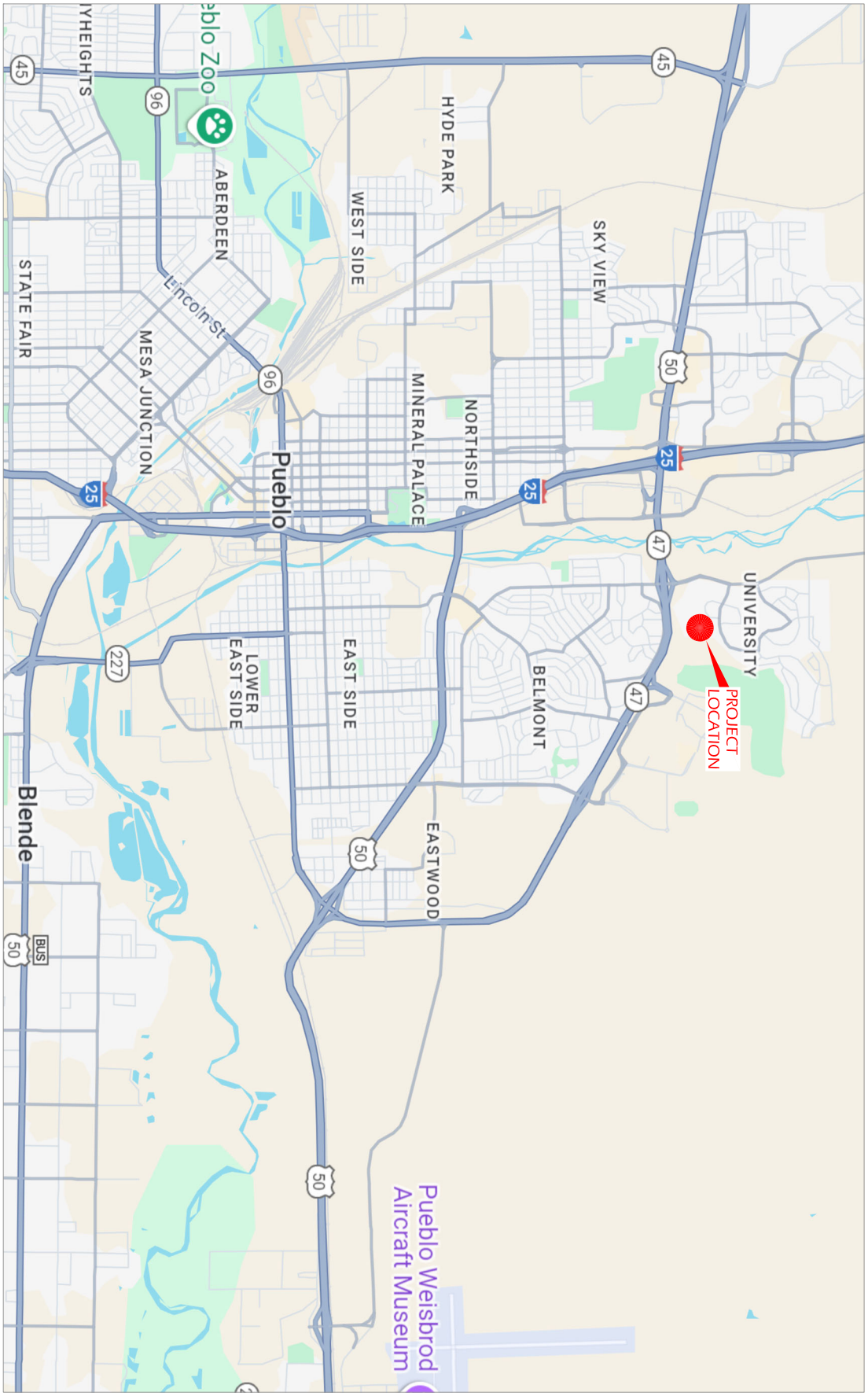
TOTAL 116.2–ACRES

INITIAL DISTRICTS

PROJECT NUMBER: 2025-CSUP DRAWN BY: DKH REVIEWED BY: DKH DATE: 5-26-2025 ISSUE RECORD:	**CAMPUS DEVELOPMENT PROJECT** COLORADO STATE UNIVERSITY PUEBLO	2441 S PRAIRIE AVE PUEBLO, CO 81005 TEL 719.696.8274	DK Horn Engineering & Design Inc.

EXHIBIT B

Vicinity Map



NORTH

NTS

VICINITY MAP

PROJECT NUMBER:	2025-CSUP
DRAWN BY:	DKH
REVIEWED BY:	DKH
DATE:	5-26-2025

ISSUE RECORD:

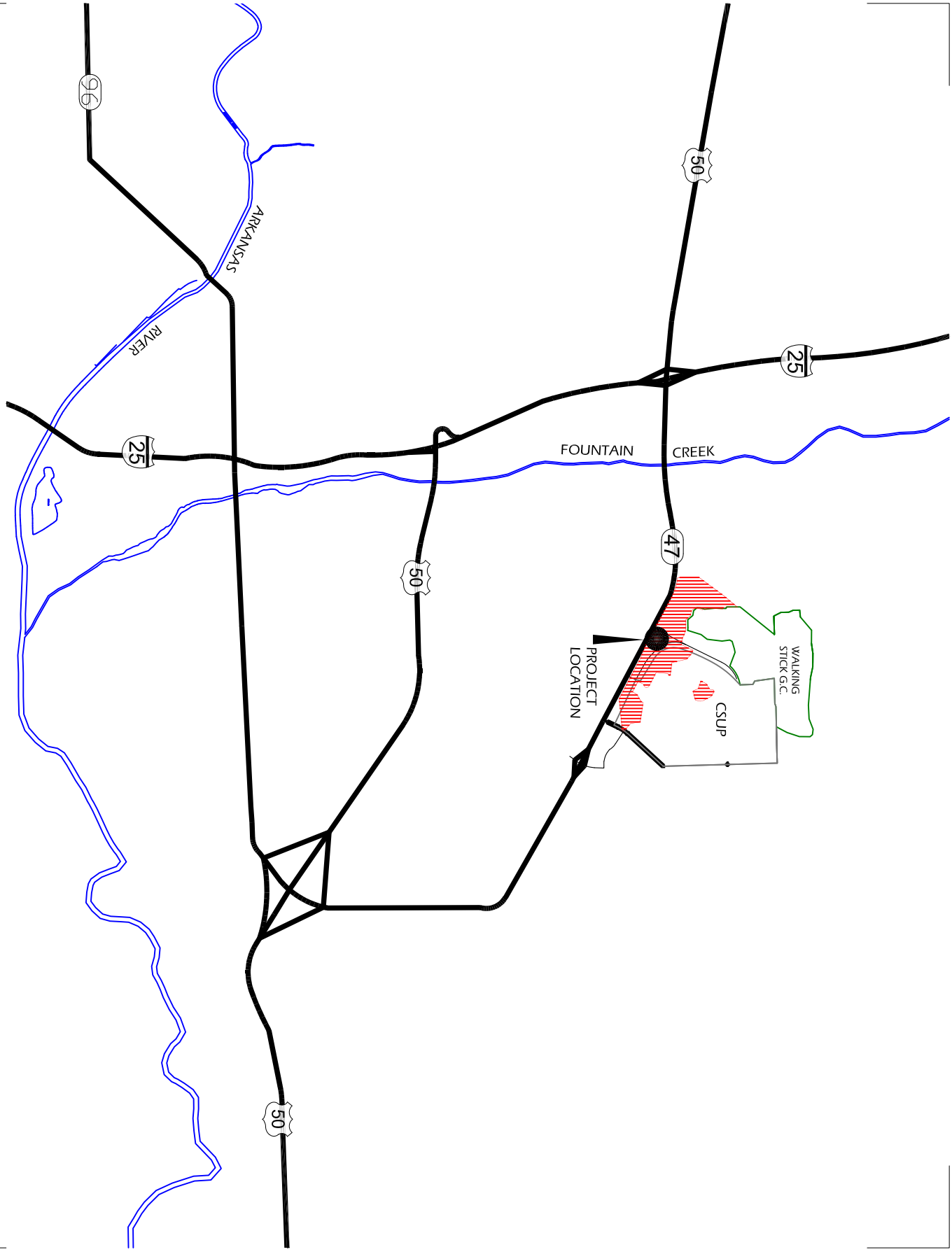
CAMPUS DEVELOPMENT PROJECT

COLORADO STATE UNIVERSITY PUEBLO

2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

DK Horn Engineering & Design Inc.

VICINITY MAP



NORTH

VICINITY MAP

1" = 50,000'

VICINITY MAP

PROJECT NUMBER:	2025-CSUP
DRAWN BY:	DKH
REVIEWED BY:	DKH
DATE:	5-26-2025

ISSUE RECORD:

CAMPUS DEVELOPMENT PROJECT

COLORADO STATE UNIVERSITY PUEBLO

2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

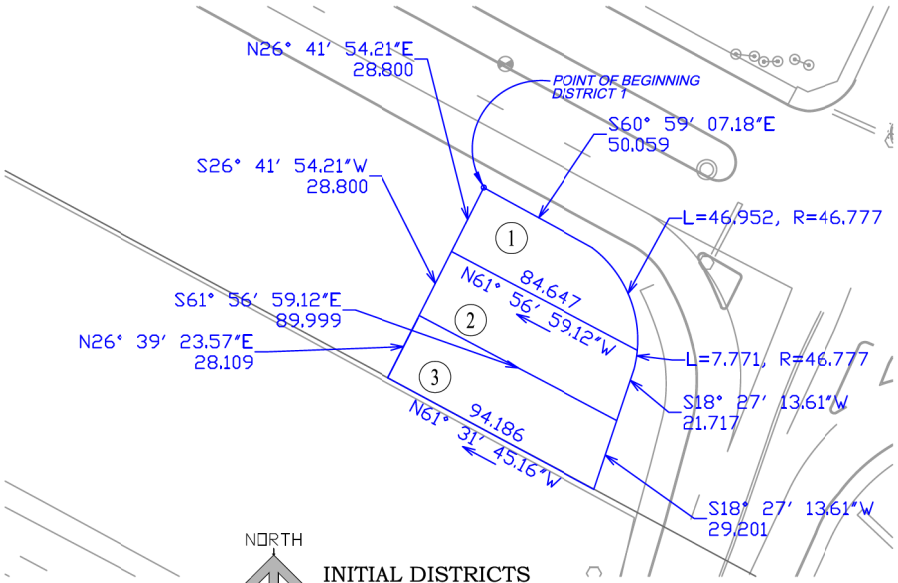
DK Horn Engineering & Design Inc.

EXHIBIT C-1

Initial District Boundary Map

NORTH

INITIAL DISTRICTS VICINITY MAP
NTS



NORTH

INITIAL DISTRICTS
1" = 50'

DK Horn Engineering & Design Inc.
2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

CAMPUS DEVELOPMENT PROJECT

COLORADO STATE UNIVERSITY PUEBLO

PROJECT NUMBER: 20254-06
DRAWN BY: DKH
REVIEWED BY: DKH
DATE: MAY 2025

ISSUE RECORD:
UPDATED JULY 2025

INITIAL DISTRICT BOUNDARIES

EXHIBIT C-2

Inclusion Area Boundary Map

NORTH

INCLUSION AREA VICINITY MAP
NTS

DK Horn Engineering & Design Inc.
2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

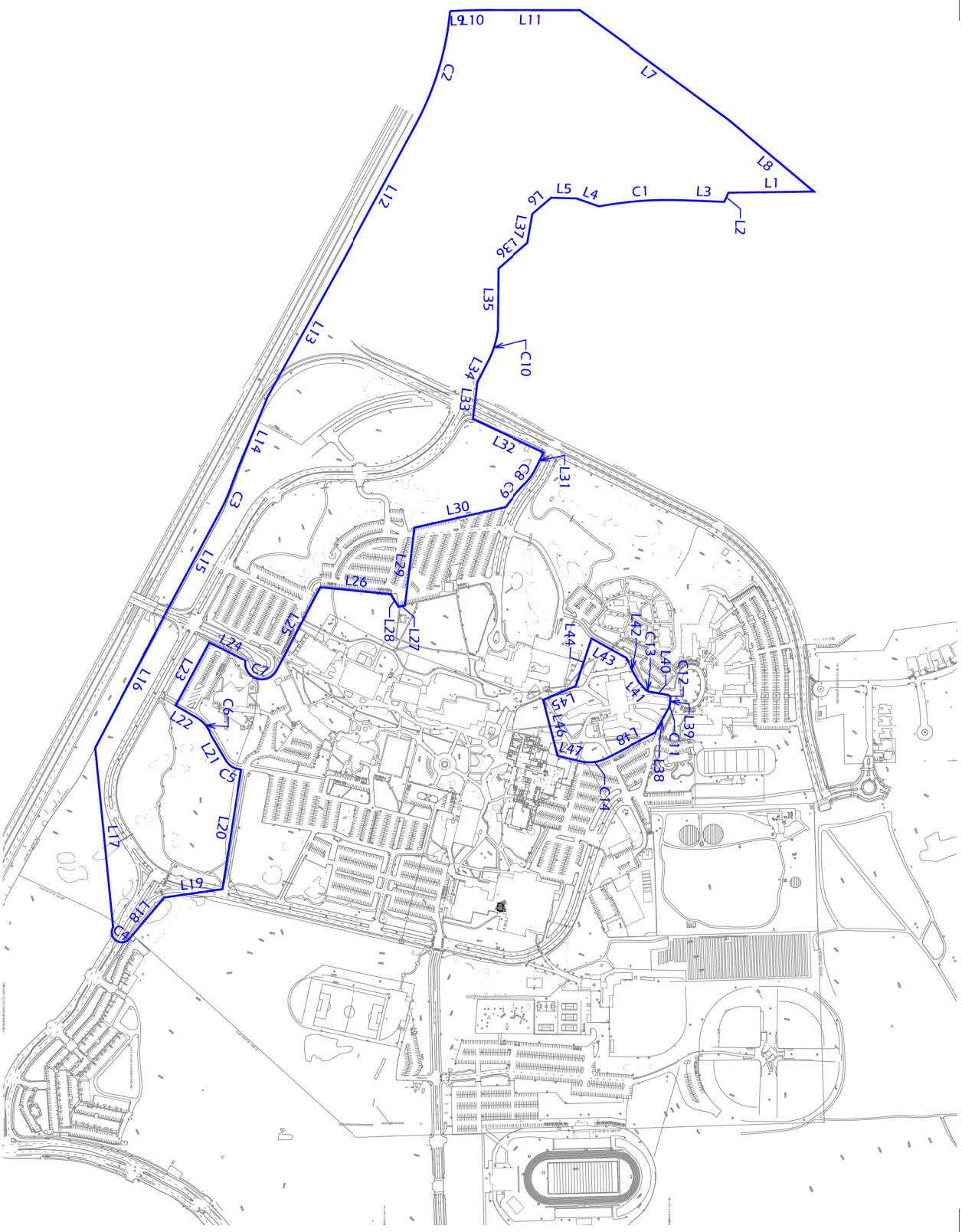
CAMPUS DEVELOPMENT PROJECT

COLORADO STATE UNIVERSITY PUEBLO

PROJECT NUMBER: 20254206
DRAWN BY: DKH
REVIEWED BY: DKH
DATE: MAY 2025

ISSUE RECORD:

INCLUSION AREA



INCLUSION AREA

PROJECT NUMBER:	2025-056
DRAWN BY:	DKH
REVIEWED BY:	DKH
DATE:	MAY 2025

ISSUE RECORD:

CAMPUS DEVELOPMENT PROJECT

COLORADO STATE UNIVERSITY PUEBLO

2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

DK Horn Engineering & Design Inc.

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L1	448.82	N00° 43' 15.76"W	
L2	52.66	N65° 44' 11.01"W	
L3	219.94	N02° 09' 30.08"E	
C1	442.41	N10° 29' 26.47"W	2003.99
L4	124.32	N19° 30' 40.25"E	
L5	131.12	N01° 38' 56.81"E	
L6	129.71	N40° 53' 12.56"W	
L7	977.35	S36° 25' 06.20"W	
L8	578.54	S40° 07' 09.96"W	
L9	71.82	S02° 23' 13.20"E	
L10	87.92	S01° 34' 14.50"E	
L11	522.59	S00° 05' 15.88"W	
C2	625.98	S84° 44' 42.72"E	1557.28
L12	808.20	S61° 42' 50.61"E	
L13	817.91	S61° 03' 37.07"E	
L14	481.39	S67° 33' 28.56"E	
L15	558.31	S61° 54' 43.92"E	
C3	167.36	S72° 34' 20.17"E	899.51
L16	853.27	S62° 23' 28.76"E	
L17	945.99	N84° 19' 41.16"E	
C4	158.50	S59° 30' 51.78"E	53.31

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L18	283.99	N49° 51' 37.38"W	
L19	306.85	N08° 08' 56.16"W	
L20	636.96	N81° 06' 08.95"W	
L21	153.83	S59° 35' 15.76"W	
C5	96.65	S00° 35' 46.15"W	93.87
C6	119.62	S72° 33' 23.64"W	161.44
L22	129.17	S30° 06' 11.34"W	
L23	374.50	N62° 08' 49.57"W	
L24	211.87	N26° 16' 36.14"E	
C7	244.86	S81° 52' 04.39"E	87.38
L25	493.31	N62° 25' 04.15"W	
L26	376.91	N05° 35' 24.58"E	
L27	35.15	N11° 27' 22.80"W	
L28	76.81	N59° 29' 18.06"E	
L29	412.15	N83° 01' 56.12"W	
L30	488.41	N12° 43' 16.72"W	
C8	108.87	N42° 53' 07.22"W	297.11
C9	149.83	N54° 25' 46.25"W	1030.58
L31	93.98	N63° 52' 47.77"W	
L32	412.41	S25° 21' 53.56"W	
L33	194.14	N83° 12' 29.25"W	

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L34	108.58	N63° 11' 21.58"W	
L35	324.89	N89° 27' 20.26"W	
C10	186.52	N61° 16' 53.08"W	515.42
L36	205.22	N41° 06' 04.97"W	
L37	154.17	N80° 08' 20.77"W	
L38	150.50	N61° 06' 08.37"W	
C11	18.19	N61° 06' 08.37"W	37.61
L39	29.83	N84° 37' 52.77"W	
C12	27.43	N84° 37' 52.77"W	18.35
L40	93.85	S09° 38' 19.23"W	
C13	25.17	S09° 38' 19.23"W	43.72
L41	57.13	S49° 04' 15.84"W	
L42	141.74	S61° 01' 55.24"W	
L43	207.50	S29° 22' 20.87"W	
L44	263.00	S71° 43' 06.01"E	
L45	184.11	S23° 29' 04.81"E	
L46	302.30	N75° 39' 24.23"E	
L47	119.45	N13° 52' 53.46"E	
C14	151.20	N13° 52' 53.46"E	202.66
L48	282.95	N27° 36' 22.21"W	

DK Horn Engineering & Design Inc.
2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

CAMPUS DEVELOPMENT PROJECT

COLORADO STATE UNIVERSITY PUEBLO

PROJECT NUMBER: 2024A06
DRAWN BY: DKH
REVIEWED BY: DKH
DATE: MAY 2025

ISSUE RECORD:

INCLUSION AREA

EXHIBIT D

SERVICE PLAN INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF PUEBLO, COLORADO
AND
CSUP METROPOLITAN DISTRICT NO. 2

THIS **SERVICE PLAN INTERGOVERNMENTAL AGREEMENT** is made and entered into as of this ____ day of _____, _____, by and between the **CITY OF PUEBLO**, a home-rule municipal corporation of the State of Colorado ("City"), and **CSUP METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the City on _____ ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owner's association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

2. Fire Protection. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, and (on a supplemental basis) operate and maintain improvements for fire protection and emergency response services, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities; provided, however, the District shall not use its fire protection powers to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision. It is anticipated that fire protection and emergency response services will be provided by the Pueblo Fire Department.

3. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

4. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

6. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for

payment of Debt of such proposed districts will not any time exceed the Maximum Debt Mill Levy of the Districts.

7. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

8. Total Debt Issuance. The Districts shall not issue Debt in excess Twenty-One Million Dollars ($21,000,000) in the aggregate.

9. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

10. Bankruptcy. All of the limitations contained in the Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C. Section 903), and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of the Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

11. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in Sections V.A.1-9 or VII.B-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

12. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into an Intergovernmental Agreement related to debt service matters, which shall govern the relationships between and among the Districts with respect to the financing, installation and construction the improvements contemplated herein. Each individual District shall have the responsibility to coordinate the operation and maintenance of improvements within its boundaries, including the decision on what mill levy to impose for the provision of operation and maintenance services to its taxpayers and service users.

13. Annual Report. The District shall be responsible for submitting an annual report to the City Manager no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

14. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each

of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

The Maximum Debt Mill Levy shall not apply to the District's Operations and Maintenance Mill Levy for the provision of operation and maintenance services to the District's taxpayers and service users.

15. Maximum Debt Mill Levy Imposition Term. The District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

16. Notices. All notices, demands, requests, or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: CSUP Metropolitan District No. 2
Address: _____
_____
_____
Attn: _____
Phone: _____
Fax: _____
Emaill: _____

To the City: City of Pueblo
1 City Hall Place
Pueblo, CO 81003
Attn: _____, City Attorney
Phone: _____
Fax: _____
Email: _____

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

17. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

18. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

19. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

20. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

21. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

22. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

23. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

24. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

26. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

27. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

CSUP METROPOLITAN DISTRICT NO. 2

By: _____
President

Attest:

_____
Secretary

CITY OF PUEBLO, COLORADO

By: _____
HEATHER GRAHAM, Mayor

ATTEST:

_____
_____, City Clerk

APPROVED AS TO FORM:

_____
_____, City Attorney

SERVICE PLAN

FOR

CSUP METROPOLITAN DISTRICT NO. 3

PUEBLO, COLORADO

Prepared by

McGEADY BECHER CORTESE WILLIAMS P.C.
450 E. 17th Ave., Suite 400
Denver, CO 80203-1254

Submitted: June 3, 2025

Approved: _____

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EXHIBIT D Service Plan Intergovernmental Agreement with the City of Pueblo

I. INTRODUCTION

A. Purpose and Intent.

CSU Pueblo Development Project is a residential/commercial/mixed-use development (the "**Project**") in Pueblo, Colorado (the "**City**"). The Project comprises approximately One Hundred Sixteen (116) acres. The Project is currently owned by and to be developed by _____ (the "**Developer**").

CSUP Metropolitan District No. 3 (the "**District**") is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements (defined below) for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purposes of the District will be to finance the construction of these Public Improvements and provide ongoing operation and maintenance services as more specifically set forth in this Service Plan.

The District is being organized concurrently with the organization of District No. 1 and District No. 2. The multiple district structure is anticipated to provide flexibility to finance and operate and maintain the public improvements needed to serve several different types of future property uses, such as residential, commercial, and mixed-use property. Under the multiple district structure, it is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated in this Service Plan. Specifically, the Districts shall enter into an Intergovernmental Agreement related to debt service matters, which shall govern the relationships between and among the Districts with respect to the financing, installation and construction the improvements contemplated herein. Each individual District shall have the responsibility to coordinate the operation and maintenance of improvements within its boundaries, including the decision on what mill levy to impose for the provision of operation and maintenance services to its taxpayers and service users.

B. Need for the Districts.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, operation and maintenance of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding the District's Service Plan.

The City's objective in approving the Service Plan is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements from the proceeds of Debt to be issued by the Districts and other legally available revenues of the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a mill levy no higher than the Maximum Debt

Mill Levy and Fees and any other legally available revenue. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

The primary purpose of the Districts is to provide for the Public Improvements associated with development and, if applicable, regional needs, and operate and maintain Public Improvements not accepted by the City, other appropriate jurisdiction or an owners' association.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a development plan, subdivision improvement agreement or other document approved by the City that, among other things, identifies Public Improvements necessary for facilitating development for property within the Service Area.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an ad valorem property tax mill levy, or impose and collect Fee revenue.

City Council: means the City Council of the City of Pueblo, Colorado.

District No. 1: means CSUP Metropolitan District No. 1.

District No. 2: means CSUP Metropolitan District No. 2.

District No. 3: means CSUP Metropolitan District No. 3.

Districts: means District No. 1, District No. 2, and District No. 3 collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities, and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or

employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fees: means any fee imposed and/or received by the District for services, programs, or facilities provided by the District.

Financial Plan: means the Financial Plan described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area legally described in **Exhibit A-2** and depicted on the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, depicting the property proposed for inclusion within the District.

Initial District Boundaries: means the boundaries of the area legally described in **Exhibit A-1** and depicted on the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C-1**, depicting the District's initial boundaries.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below

Project: means the CSU Pueblo Development Project.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board.

Service Area: means, collectively, the property within the Initial District Boundaries and the Inclusion Area Boundaries.

Service Plan: means this service plan for the District approved by the County.

Service Plan Amendment: means an amendment to the Service Plan approved by the City in accordance with applicable law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real property subject to ad valorem taxes imposed by the District.

Total Debt Issuance Limit: means the maximum amount of general obligation Debt the Districts, in aggregate, may issue, which amount shall be Twenty-One Million Dollars ($21,000,000).

III. BOUNDARIES

The Initial District Boundaries include approximately eight hundredths (0.08) acres, and the total area proposed to be in the Inclusion Area Boundaries is approximately One Hundred Sixteen (116) acres. Legal descriptions of the Initial District Boundaries and the Inclusion Area Boundaries are attached hereto as **Exhibit A-1** and **Exhibit A-2**, respectively. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately One Hundred Sixteen (116) acres) acres of land of residential, commercial, and mixed-use property. The current assessed valuation of the Service Area is $0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the Districts at build-out is estimated to be approximately eight hundred twenty (820) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Types of Improvements. The District shall have the power and authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, operation, and maintenance of Public Improvements, within and without the boundaries of the District, as such power and authority is described in the Special District Act, and other applicable statutes, common law, and the Constitution. Without limiting the foregoing, following is a general description of the types of Public Improvements and services the District shall be authorized to provide.

1. Street Improvements. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate, and maintain street and

roadway improvements including, but not limited to, related landscaping, curbs, gutters, sidewalks, culverts, and other drainage facilities, pedestrian ways, bridges, overpasses, interchanges, signage, median islands, alleys, parking facilities, paving, lighting, grading and irrigation structures, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that street improvements not accepted by the City or other appropriate jurisdiction or an owners' association will be owned and maintained by the District.

2. Water Improvements. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain potable, non-potable, and irrigation water systems including, but not limited to, transmission lines, distribution mains and laterals, storage and treatment facilities, water right acquisition, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that water improvements not accepted by the City or other appropriate jurisdiction or an owners' association will be owned and maintained by the District.

3. Sanitation Improvements. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain sanitation improvements including, but not limited to, sanitary sewer transmission lines, wastewater treatment, storm drainage, detention/retention ponds, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that sanitation improvements not accepted by the City or other appropriate jurisdiction or an owners' association will be owned and maintained by the District.

4. Safety Protection Improvements. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain traffic and safety controls and devices on streets, highways and railroad crossings including, but not limited to, signalization, signage and striping, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that safety protection improvements not accepted by the City or other appropriate jurisdiction or an owners' association will be owned and maintained by the District.

5. Park and Recreation Improvements. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain park and recreation facilities and programs including, but not limited to, parks, pedestrian ways, bike paths, bike storage facilities, signage, interpretive kiosks and facilities, open space, landscaping, cultural activities, community centers, recreational centers, water bodies, wildlife preservation and mitigation areas, irrigation facilities, playgrounds, pocket parks, swimming pools, and other active and passive recreational facilities, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that park and recreation improvements not accepted by the City, other appropriate jurisdiction or an owners' association will be owned and maintained by the District.

6. Transportation Improvements. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain a system to transport the public by bus, rail or any other means of conveyance, or any combination

thereof, including, but not limited to, bus stops and shelters, park-and-ride facilities, parking facilities, bike storage facilities, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that transportation improvements not accepted by the City or other appropriate jurisdiction or an owners' association will be owned and maintained by the District.

7. Fire Protection. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop and (on a supplemental basis) operate and maintain improvements for fire protection and emergency response services, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities; provided, however, the District shall not use its fire protection powers to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision. It is anticipated that fire protection and emergency response services will be provided by the Pueblo Fire Department.

B. Other Powers.

1. Operations and Maintenance. The District shall be authorized to operate and maintain Public Improvements not accepted by the City or other governmental entities having proper jurisdiction or to an owners' association. To the extent the District retains ownership of any Public Improvements, the District shall be authorized to enter into one or more agreements with owners' associations pursuant to which such owners' association(s) may operate and maintain such Public Improvements.

2. Security Services. Subject to the provisions of Section 32-1-1004(7), C.R.S., the District shall have the power to furnish security services within the Service Area.

3. Covenant Enforcement. Subject to the provisions of Section 32-1-1004(8), C.R.S., the District shall have the power to furnish covenant enforcement and design review services within the Service Area.

4. Phasing; Deferral. Except as may be limited herein, the District shall have the right, without having to amend this Service Plan, to defer, delay, reschedule, re-phase or restructure the financing and/or construction of the Public Improvements to accommodate the pace of development within the Project, resource availability and the funding capability of the District.

5. Service Plan Amendment. The District shall have the authority to amend or modify this Service Plan, as needed, subject to the applicable statutory procedures.

6. Additional Services. Except as specifically provided herein, the District shall be authorized to provide such additional services and exercise such powers as are expressly or impliedly granted by Colorado law.

7. Subdistricts. The District shall have the authority pursuant to Section 32-1-1101(1)(f), C.R.S., and Sections 32-1-1101(1.5)(a)-(e), C.R.S., to divide the District into one or more areas consistent with the services, programs and facilities to be furnished therein. The exercise of such authority shall not be deemed a material modification of this Service Plan.

8. Special Improvement District. The District shall have the authority pursuant to Section 32-1-1101.7, C.R.S., to establish one or more special improvement districts within the boundaries of the District, including the power to levy assessments.

C. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the applicable standards and specifications of the City and of other governmental entities having proper jurisdiction.

D. Inclusion Limitation. The District shall have the authority to include within its boundaries any property within the Service Area without the prior written consent of the City. The District shall not include within any of its boundaries any property outside the Service Area without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

E. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

F. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

G. Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of the Total Debt Issuance Limit; provided, however, any refunding Debt shall not count against the Total Debt Issuance Limit. Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

H. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

I. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C. Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

J. Intergovernmental Agreements. The District shall have the authority to enter into such intergovernmental agreements as may be necessary or appropriate to perform the functions for which the District has been organized, including the provision of Public Improvements required by any Approved Development Plan. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated in this Service Plan. Specifically, the Districts shall enter into an Intergovernmental Agreement related to debt service matters, which shall govern the relationships between and among the Districts with respect to the financing, installation and construction the improvements contemplated herein. Each individual District shall have the responsibility to coordinate the operation and maintenance

of improvements within its boundaries, including the decision on what mill levy to impose for the provision of operation and maintenance services to its taxpayers and service users.

VI. ESTIMATE OF PUBLIC IMPROVEMENT COSTS.

An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Eleven Million Seven Hundred Fifteen Thousand Five Hundred Thirty Dollars ($11,715,530) in 2025 dollars. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements. Actual Public Improvements to be constructed and their costs may vary, and the Board shall have the discretion to construct any Public Improvements authorized in an Approved Development Plan and the actual costs may increase or decrease as development occurs without the necessity of amending this Service Plan.

VII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay from revenues derived within the Maximum Debt Mill Levy Imposition Term and from the Maximum Debt Mill Levy, Fees and other legally available revenues. The total Debt that the Districts shall be permitted to issue shall not exceed the Total Debt Issuance Limit and shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including, but not limited to, general ad valorem taxes to be imposed upon all Taxable Property of the District (and associated specific ownership tax revenues) and Fees. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time, and to receive revenue from privately imposed public improvement fees, if applicable and revenue received through agreements with other governmental entities.

Prior to the issuance of Debt, it is anticipated that the Developer may advance funds to the District to pay the organizational costs of the District and costs for constructing and installing Public Improvements. The District shall be authorized to reimburse such Developer advances with interest from Debt proceeds or other legally available revenues.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed fifteen percent (15%). The proposed maximum underwriting discount will be

three percent (3%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the Taxable Property of the District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and

have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

The District may impose a mill levy as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy, except as provided in Section VII.C.2 above or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term.

F. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

G. Debt Instrument Disclosure Requirement. In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

H. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be Seventy-Five Thousand Dollars ($75,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be Fifty Thousand Dollars ($50,000) which is anticipated to be derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users. It is anticipated that the Developer will advance funds to the District to pay its operating costs until such time as the District has sufficient revenue from its operation and maintenance mill levy. The District shall be authorized to reimburse the Developer for such advances with interest.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the City no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundaries as of December 31 of the prior year.

2. Intergovernmental Agreements either entered into or proposed as of December 31 of the prior year.

3. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

4. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

5. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

6. The assessed valuation of the District for the current year.

7. Current year budget.

8. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

9. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

10. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

In no event shall the District be dissolved until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. SERVICE PLAN INTERGOVERNMENTAL AGREEMENT

The form of the service plan intergovernmental agreement required by the City, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit D** at its first Board meeting after its organizational election. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

XI. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

2. The existing service in the area to be served by the District is inadequate for present and projected needs;

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

5. Adequate service is not, and will not be, available to the area through the City/Town/County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;

6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S;

7. The proposal is in substantial compliance with a comprehensive plan adopted by the City;

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area; and

9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A-1

Initial District Boundary Legal Description

CSU PUEBLO INITIAL DISTRICT BOUNDARIES

DISTRICT 1

A PORTION OF 17, 18 + 20–20–64 PORTION SEC 17 + 18 + 20: BEGINNING NE CORNER OF SECTION 17 THENCE S 40 DEG 02 MIN 45.90 S W 4307.75 FT TO POINT OF BEGINNING THENCE S 60 DEG 59 MIN E 50.06 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 46.78, 46.95 FT THENCE N 61 DEG 56 MIN W 84.67 FT THENCE N 26 DEG 41 E MIN 28.80 FT CONSISTING OF 0.06–ACRE.

DISTRICT 2

A PORTION OF 17, 18 + 20–20–64 PORTION SEC 17 + 18 + 20: BEGINNING SW CORNER OF DISTRICT 1 THENCE S 61 DEG 56 MIN E 84.67 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 46.78, 7.78 FT THENCE S 18 DEG 27 MIN W 21.72 FT THENCE N 61 DEG 56 MIN 90.00 FT THENCE N 26 DEG 41 MIN W 28.8 FT CONSISTING OF 0.07–ACRE.

DISTRICT 3

A PORTION OF 17, 18 + 20–20–64 PORTION SEC 17 + 18 + 20: BEGINNING SW CORNER OF DISTRICT 2 THENCE 61 DEG 56 MIN E 90.00 FT THENCE S 18 DEG 27 MIN W 29.20 FT THENCE N 61 DEG 31 MIN W 94.19 FT THENCE N 26 DEG 39 MIN E 28.11 FT CONSISTING OF 0.08–ACRE.

INITIAL DISTRICT BOUNDARIES

PROJECT NUMBER: 2025-CSUP DRAWN BY: DKH REVIEWED BY: DKH DATE: 5-26-2025 ISSUE RECORD:	**CAMPUS DEVELOPMENT PROJECT** COLORADO STATE UNIVERSITY PUEBLO	2441 S PRAIRIE AVE PUEBLO, CO 81005 TEL 719.696.8274	DK Horn Engineering & Design Inc.

EXHIBIT A-2

Inclusion Area Boundary Legal Description

INCLUSION AREA

A POR OF THE W2 OF SEC 17 + SE4 OF THE NE4 + THE NE4 OF THE SE4 OF SEC 18–20–64 W, BEING A POR OF THAT TRACT OF LAND CONVEYED TO THE TRUSTEES OF STATE COLLEGES IN COLORADO BY DEED RECORDED IN BK 1533 AT PG 985 OF THE PUEBLO COUNTY RECORDS AND A PORTION OF 17, 18 + 20–20–64 PORTION SEC 17 + 18 + 20 AND 17–20–64 A TRCT OR PAR OF LAND #1 OF THE DEPT OF TRANSPORTATION STATE OF COLORADO, PROJECT #CXFCU–CY 02–0047–01 CONTG 117,790 SQ FT, M/L; BEING A POR OF A PAR OF LAND AS DESC IN BK 2738, PG 220, OF THE PUEBLO COUNTY CLERK + RECR'S OFFICE, LYING IN THE SW4 17–20–64 W OF THE 6TH P M; IN PUEBLO COUNTY, COLORADO + BEING MORE PARTICULARLY DESCRIBEDF AS BEGININNING AT N CORNER THENCE S 00 DEG 43 MIN E 448.82 FT THENCE S 65 DEG 44 MIN E 52.66 FT THENCE S 02 DEG 09 MIN W 219.94 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF2003.99, 442.41 FT THENCE S 19 DEG 30 MIN W 124.32 FT THENCE S 01 DEG 38 MIN W 131.12 FT THENCE S40 DEG 53 MIN E 129.71 FT THENCE S80 DEG 08 MIN R 154.17 FT THENCE S 41 DEG 06 MIN E 205.22 FT THENCE S 89 DEG 27 MIN E 134.89 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 515.42, 186.52 FT THENCE S 63 DEG 11 MIN E 108.58 FT THENCE N 83 DEG 12 MIN E 194.19 FT THENCE N 25 DEG 21 MIN E 412.41 FT THENCE S 63 DEG 52 MIN E 93.98 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 297.11, 108.87 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 1020.58, 149.83 FT THENCE S12 DEG 42 MIN E 488.41 FT THENCE N 83 DEG 01 MIN E 412.15 FT THENCE S 11 DEG 27 MIN 35.15 FT THENCE S 59 DEG 29 MIN W 76.81 FT THENCE S 05 DEG 35 MIN E 376.91 FT THENCE S 632 DEG 25 MIN E 493.31 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 84.38. 244.86 FT THENCE S 26 DEG 26 MIN W 211.87 FT THENCE S62 DEG 08 MIN E 374.50 FT THENCE N 30 DEG 06 MIN E 129.17 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 161.44, 119.62 FT THENCE N 59 DEG 35 MIN E 153.83 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 93.87, 96.95 FT THENCE N 81 DEG 06 MIN E 636.96 FT THENCE S 08 DEG 08 MIN E 306.85 FT THENCE S 49 DEG 51 MIN E 283.99 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 53.31, 158.50 FT THENCE S 87 DEG 19 MIN W 945.99 FT THENCE S 62 DEG 23 MIN W 853.27 FT THENCE N 61 DEG 54 MIN W 558.31 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 899.51, 167.36 FT THENCE S 67 DEG 33 MIN W 481.39 FT THENCE N 61 DEG 03 MIN W 817.91 FT THENCE N 61 DEG 42 MIN W 808.20 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 1557.28, 625.98 FT THENCE N 02 DEG 23 MIN W 71.82 FT THENCE N01 DEG 34 MIN W 87.92 FT THENCE N00 DEG 05 MIN E 522.59 FT THENCE N 36 DEG 25 MIN E 977.35 FT THENCE N 40 DEG 07 MIN E 578.54 FT CONSISTING OF 110.6–ACRES.

AND

BEGINNING AT SW CORNER THENCE N 75 DEG 39 MIN E 302.30 FT THENCE N 13 DEG 52 MIN 119.45 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 202.66, 151.20 FT THENCE N27 DEG 36 MIN W 282.95 FT THENCE N 62 DEG 06 MIN 150.50 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 37.61, 18.19 FT THENCE N 64 DEG 37 MIN W 29.83 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 18.35, 27.43 FT THENCE S 09 DEG 38 MIN W 93.85 FT THENCE ON ARC OF CURVE TO RIGHT RADIUS OF 43.72, 25.17 FT THENCE S 49 DEG 04 MIN W 57.13 FT THENCE S 61 DEG 01 MIN W 141.74 FT THENCE S 29 DEG 22 MIN W 207.50 FT THENCE S 71 DEG 43 MIN E 263.00 FT THENCE S 23 DEG 29 MIN E 184.11 FT CONSISTING OF 5.6–ACRES.

TOTAL 116.2–ACRES

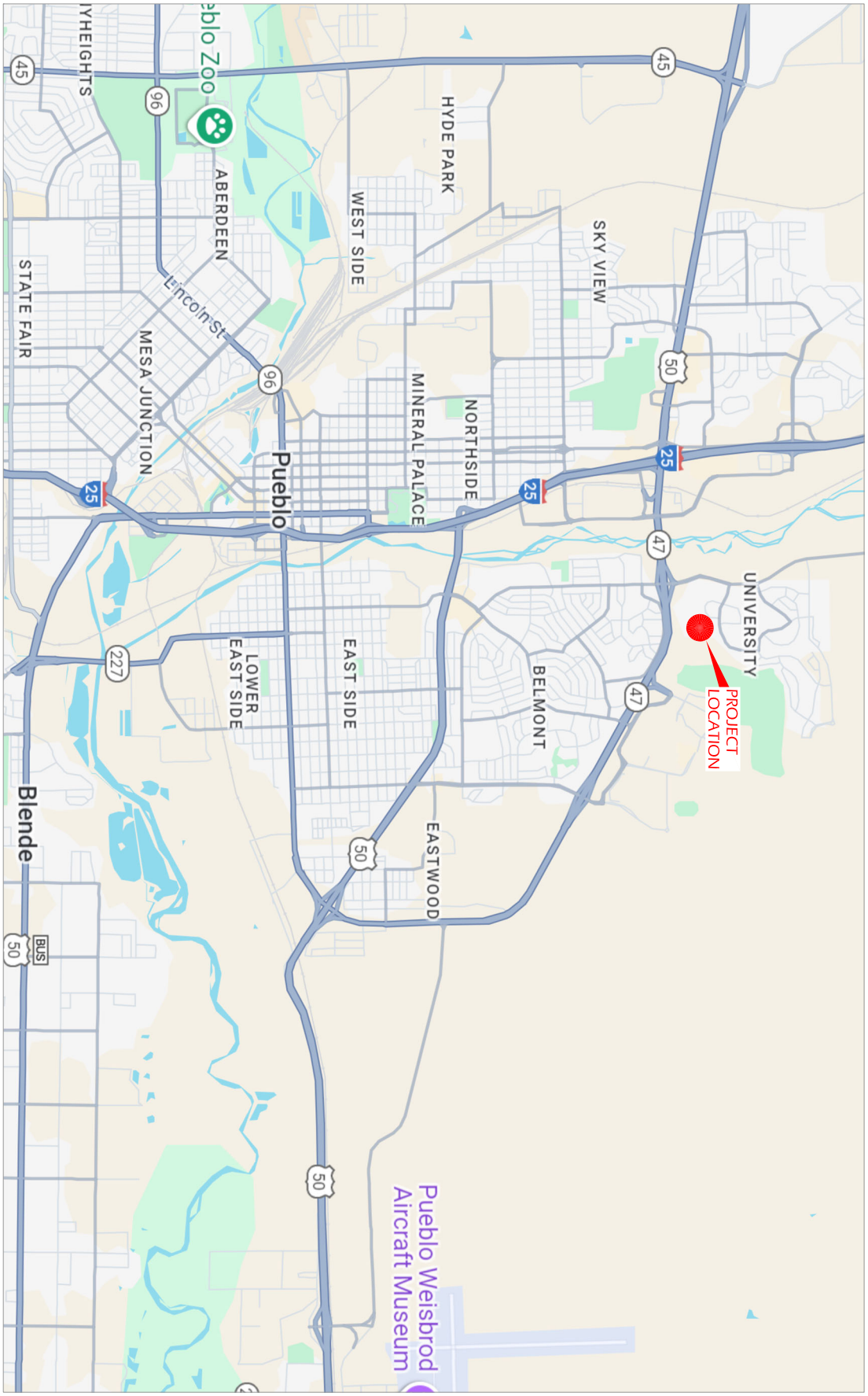
INITIAL DISTRICTS

PROJECT NUMBER: 2025-CSUP DRAWN BY: DKH REVIEWED BY: DKH DATE: 5-26-2025 ISSUE RECORD:	**CAMPUS DEVELOPMENT PROJECT** COLORADO STATE UNIVERSITY PUEBLO	2441 S PRAIRIE AVE PUEBLO, CO 81005 TEL 719.696.8274

DK Horn Engineering & Design Inc.

EXHIBIT B

Vicinity Map



NORTH

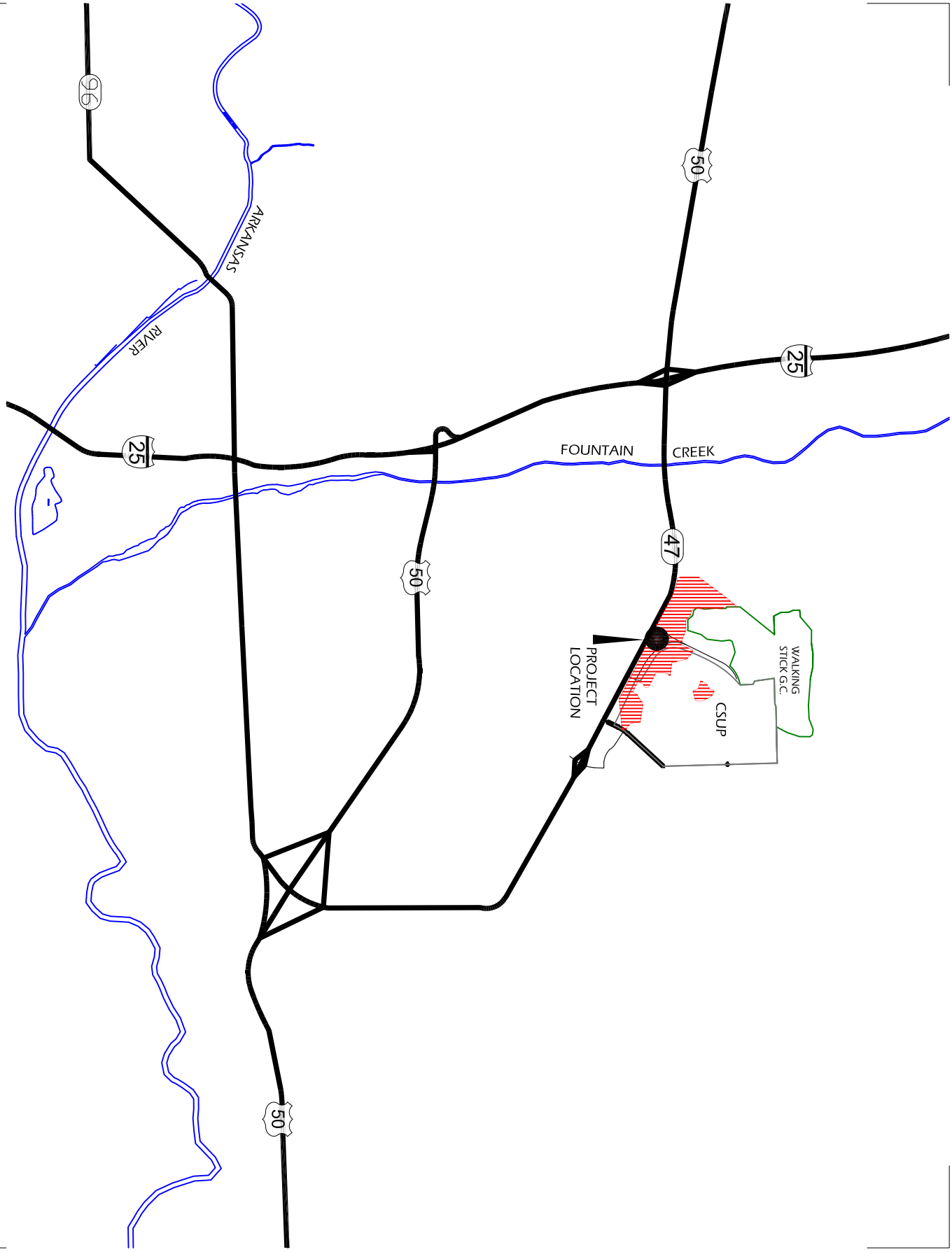
NTS

VICINITY MAP

PROJECT NUMBER: 2025-CSUP DRAWN BY: DKH REVIEWED BY: DKH DATE: 5-26-2025 ISSUE RECORD:	**CAMPUS DEVELOPMENT PROJECT** COLORADO STATE UNIVERSITY PUEBLO	2441 S PRAIRIE AVE PUEBLO, CO 81005 TEL 719.696.8274

DK Horn Engineering & Design Inc.

VICINITY MAP



VICINITY MAP

1" = 50,000'

VICINITY MAP

PROJECT NUMBER:	2025-CSUP
DRAWN BY:	DKH
REVIEWED BY:	DKH
DATE:	5-26-2025

ISSUE RECORD:

CAMPUS DEVELOPMENT PROJECT

COLORADO STATE UNIVERSITY PUEBLO

2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

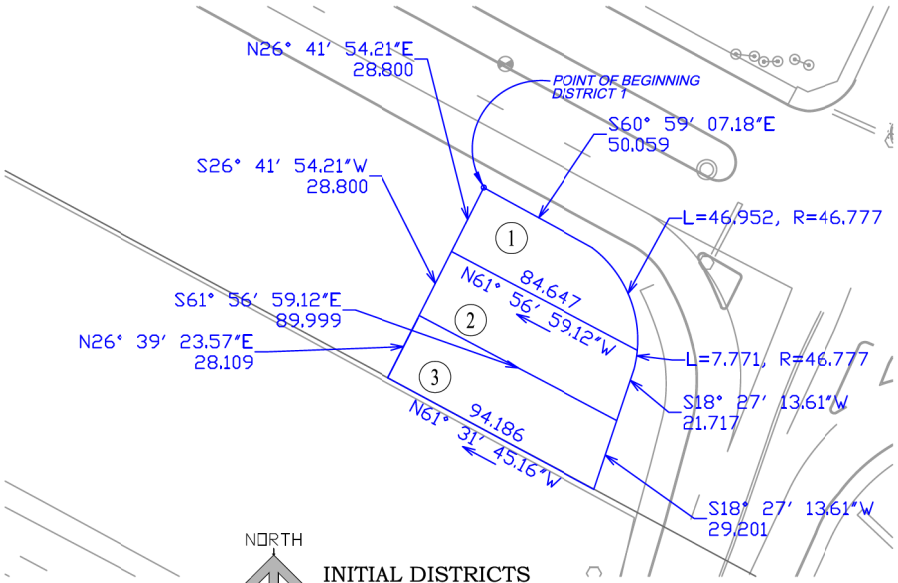
DK Horn Engineering & Design Inc.

EXHIBIT C-1

Initial District Boundary Map

NORTH

INITIAL DISTRICTS VICINITY MAP
NTS



NORTH

INITIAL DISTRICTS
1" = 50'

DK Horn Engineering & Design Inc.
2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

CAMPUS DEVELOPMENT PROJECT

COLORADO STATE UNIVERSITY PUEBLO

PROJECT NUMBER: 20254.06
DRAWN BY: DKH
REVIEWED BY: DKH
DATE: MAY 2025

ISSUE RECORD:
UPDATED JULY 2025

INITIAL DISTRICT BOUNDARIES

EXHIBIT C-2

Inclusion Area Boundary Map

NORTH

INCLUSION AREA VICINITY MAP
NTS

DK Horn Engineering & Design Inc.
2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

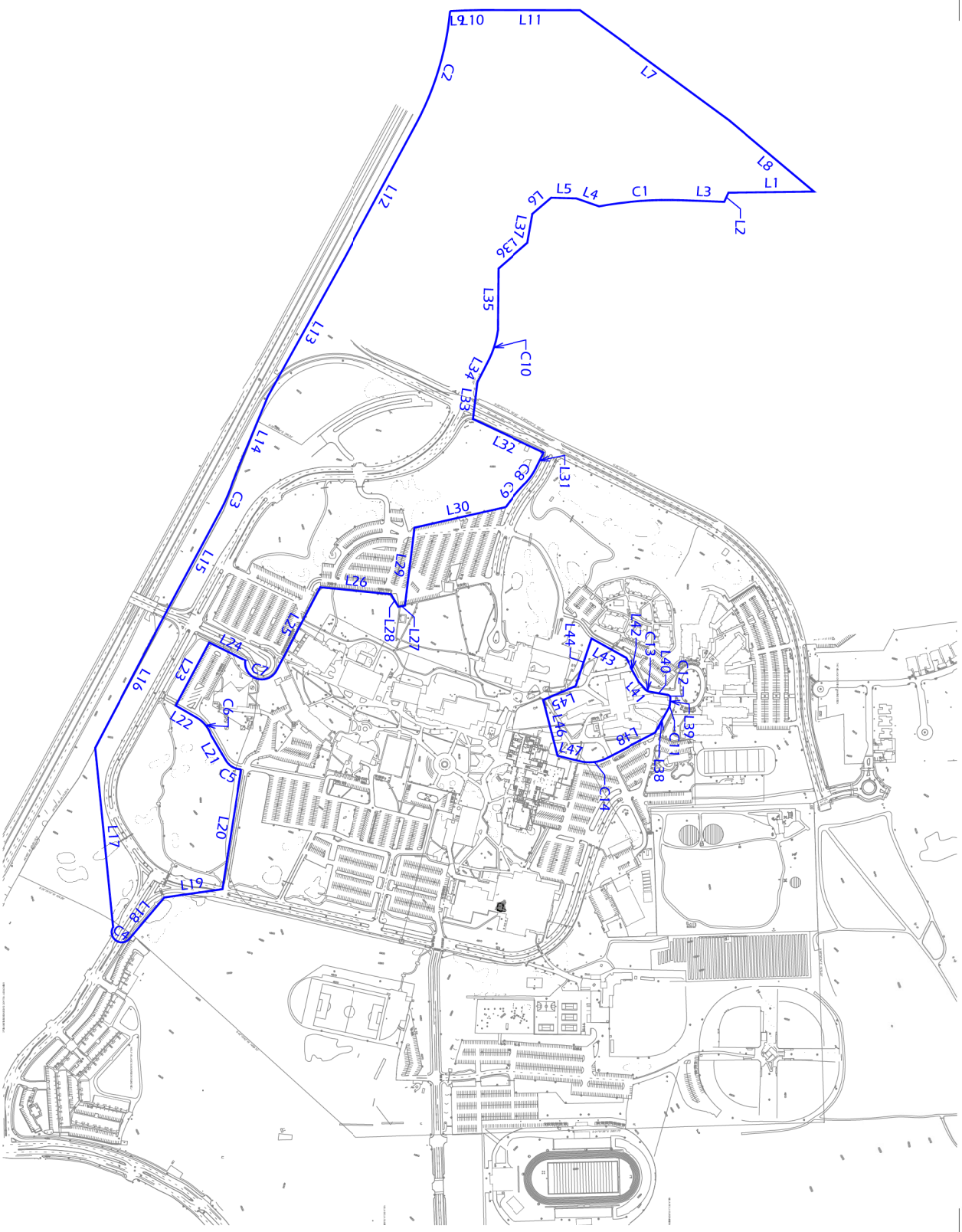
CAMPUS DEVELOPMENT PROJECT

COLORADO STATE UNIVERSITY PUEBLO

PROJECT NUMBER: 20254206
DRAWN BY: DKH
REVIEWED BY: DKH
DATE: MAY 2025

ISSUE RECORD:

INCLUSION AREA



INCLUSION AREA

PROJECT NUMBER:	2025-056
DRAWN BY:	DKH
REVIEWED BY:	DKH
DATE:	MAY 2025

ISSUE RECORD:

CAMPUS DEVELOPMENT PROJECT

COLORADO STATE UNIVERSITY PUEBLO

2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

DK Horn Engineering & Design Inc.

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L1	448.82	N00° 43' 15.76"W	
L2	52.66	N65° 44' 11.01"W	
L3	219.94	N02° 09' 30.08"E	
C1	442.41	N10° 29' 26.47"W	2003.99
L4	124.32	N19° 30' 40.25"E	
L5	131.12	N01° 38' 56.81"E	
L6	129.71	N40° 53' 12.56"W	
L7	977.35	S36° 25' 06.20"W	
L8	578.54	S40° 07' 09.96"W	
L9	71.82	S02° 23' 13.20"E	
L10	87.92	S01° 34' 14.50"E	
L11	522.59	S00° 05' 15.88"W	
C2	625.98	S84° 44' 42.72"E	1557.28
L12	808.20	S61° 42' 50.61"E	
L13	817.91	S61° 03' 37.07"E	
L14	481.39	S67° 33' 28.56"E	
L15	558.31	S61° 54' 43.92"E	
C3	167.36	S72° 34' 20.17"E	899.51
L16	853.27	S62° 23' 28.76"E	
L17	945.99	N84° 19' 41.16"E	
C4	158.50	S59° 30' 51.78"E	53.31

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L18	283.99	N49° 51' 37.38"W	
L19	306.85	N08° 08' 56.16"W	
L20	636.96	N81° 06' 08.95"W	
L21	153.83	S59° 35' 15.76"W	
C5	96.65	S00° 35' 46.15"W	93.87
C6	119.62	S72° 33' 23.64"W	161.44
L22	129.17	S30° 06' 11.34"W	
L23	374.50	N62° 08' 49.57"W	
L24	211.87	N26° 16' 36.14"E	
C7	244.86	S81° 52' 04.39"E	87.38
L25	493.31	N62° 25' 04.15"W	
L26	376.91	N05° 35' 24.58"E	
L27	35.15	N11° 27' 22.80"W	
L28	76.81	N59° 29' 18.06"E	
L29	412.15	N83° 01' 56.12"W	
L30	488.41	N12° 43' 16.72"W	
C8	108.87	N42° 53' 07.22"W	297.11
C9	149.83	N54° 25' 46.25"W	1030.58
L31	93.98	N63° 52' 47.77"W	
L32	412.41	S25° 21' 53.56"W	
L33	194.14	N83° 12' 29.25"W	

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L34	108.58	N63° 11' 21.58"W	
L35	324.89	N89° 27' 20.26"W	
C10	186.52	N61° 16' 53.08"W	515.42
L36	205.22	N41° 06' 04.97"W	
L37	154.17	N80° 08' 20.77"W	
L38	150.50	N61° 06' 08.37"W	
C11	18.19	N61° 06' 08.37"W	37.61
L39	29.83	N84° 37' 52.77"W	
C12	27.43	N84° 37' 52.77"W	18.35
L40	93.85	S09° 38' 19.23"W	
C13	25.17	S09° 38' 19.23"W	43.72
L41	57.13	S49° 04' 15.84"W	
L42	141.74	S61° 01' 55.24"W	
L43	207.50	S29° 22' 20.87"W	
L44	263.00	S71° 43' 06.01"E	
L45	184.11	S23° 29' 04.81"E	
L46	302.30	N75° 39' 24.23"E	
L47	119.45	N13° 52' 53.46"E	
C14	151.20	N13° 52' 53.46"E	202.66
L48	282.95	N27° 36' 22.21"W	

DK Horn Engineering & Design Inc.
2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719.696.8274

CAMPUS DEVELOPMENT PROJECT

COLORADO STATE UNIVERSITY PUEBLO

PROJECT NUMBER: 2024A06
DRAWN BY: DKH
REVIEWED BY: DKH
DATE: MAY 2025

ISSUE RECORD:

INCLUSION AREA

EXHIBIT D

SERVICE PLAN INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF PUEBLO, COLORADO
AND
CSUP METROPOLITAN DISTRICT NO. 3

THIS **SERVICE PLAN INTERGOVERNMENTAL AGREEMENT** is made and entered into as of this ____ day of _____, _____, by and between the **CITY OF PUEBLO**, a home-rule municipal corporation of the State of Colorado ("City"), and **CSUP METROPOLITAN DISTRICT NO. 3**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the City on _____ ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owner's association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

2. Fire Protection. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, and (on a supplemental basis) operate and maintain improvements for fire protection and emergency response services, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities; provided, however, the District shall not use its fire protection powers to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision. It is anticipated that fire protection and emergency response services will be provided by the Pueblo Fire Department.

3. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

4. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

6. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for

payment of Debt of such proposed districts will not any time exceed the Maximum Debt Mill Levy of the Districts.

7. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

8. Total Debt Issuance. The Districts shall not issue Debt in excess Twenty-One Million Dollars ($21,000,000) in the aggregate.

9. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

10. Bankruptcy. All of the limitations contained in the Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C. Section 903), and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of the Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

11. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in Sections V.A.1-9 or VII.B-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

12. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into an Intergovernmental Agreement related to debt service matters, which shall govern the relationships between and among the Districts with respect to the financing, installation and construction the improvements contemplated herein. Each individual District shall have the responsibility to coordinate the operation and maintenance of improvements within its boundaries, including the decision on what mill levy to impose for the provision of operation and maintenance services to its taxpayers and service users.

13. Annual Report. The District shall be responsible for submitting an annual report to the City Manager no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

14. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each

of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

The Maximum Debt Mill Levy shall not apply to the District's Operations and Maintenance Mill Levy for the provision of operation and maintenance services to the District's taxpayers and service users.

15. Maximum Debt Mill Levy Imposition Term. The District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

16. Notices. All notices, demands, requests, or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: CSUP Metropolitan District No. 3
Address: _____
_____
_____
Attn: _____
Phone: _____
Fax: _____
Emaill: _____

To the City: City of Pueblo
1 City Hall Place
Pueblo, CO 81003
Attn: _____, City Attorney
Phone: _____
Fax: _____
Email: _____

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

17. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

18. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

19. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

20. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

21. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

22. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

23. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

24. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

26. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

27. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

CSUP METROPOLITAN DISTRICT NO. 3

By: _____
President

Attest:

_____
Secretary

CITY OF PUEBLO, COLORADO

By: _____
HEATHER GRAHAM, Mayor

ATTEST:

_____
_____, City Clerk

APPROVED AS TO FORM:

_____
_____, City Attorney

city of PUEBLO colorado

Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Application to Approve District Service Plan

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info

Property Owner	**Applicant**
Name: Tony Frank	Name: Garrison Ortiz
Company Colorado State University System	Company: Colorado State University, Pueblo
Address: 555 17th Street, Suite 1000	Address: 2200 Bonforte Blvd., Administration Building, Suite 301
City: Denver State: CO Zip: 80202	City: Pueblo State: CO Zip: 81001
Phone: (303) 534-6290	Phone: (719) 549-2951
Email: melanie.geary@csupueblo.edu	Email: garrison.ortiz@csupueblo.com
Engineer	**Surveyor**
Name: Darlene Horn	Name:
Company: DKHorn Engineering & Design, Inc.	Company:
Address: 2441 S Prairie Ave	Address:
City: Pueblo State: CO Zip: 81005	City: State: Zip:
Phone: (719) 696-8274	Phone: ( )
Email: darlene@dkheng.com	Email:

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: (address or general description) CSU Pueblo Campus

Parcel No(s): 417000028, 417000019, 417000024, 41810009

Existing Zone: S1, O1, B3, R5 | Proposed Zone (if applicable): Possible subdivide and rezone as development progresses

PUD Name (if applicable):

Scope

Project Name: CSUP Metropolitan Districts Nos. 1, 2, and 3

Scope of work:

- ☒ New District Review
- ☐ Amendment
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:
(attach separate narrative if needed)

We request approval of the proposed Service Plans for CSU Pueblo Metropolitan Districts Nos. 1-3

What is the total acreage included in the project? 116

What is the current use of the property:

☐ Commercial ☐ Multi-family ☐ Residential ☐ Industrial ☒ Other S1 - Governmental Use

Are there any other pending or recently approved Land Use applications regarding this property? ☐ Yes ☐ No

If yes, please list:

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

- ☐ A. CD with DWF and DWG (Auto-Cad) file of all plans and drawings & a PDF of all documents submitted.
- ☐ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- ☐ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

Terms

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The City may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

Signatures

Property Owner

Print Name:	Tony Frank		
Signature:		Date:	7/28/25

Applicant, if different from Property Owner

Print Name:	Garrison Ortiz		
Signature:		Date:	07.22.2025

Office Use Only

Zoning Compliance (Completed by City Staff)	
Application received by:	Date:
Application checked for completeness by:	Date:
Case Manager:	Fee Paid:
Hearing date:	☐ Approved ☐ Denied ☐ Approved w/conditions
Case #:	

LOCALiQ

The Pueblo Chieftain

PO Box 631823 Cincinnati, OH 45263-1823

AFFIDAVIT OF PUBLICATION

Alexandria Myers
Amy Lakers
McGeady Becher PC
450 E 17Th AVE # 400
Denver CO 80203-1254

STATE OF WISCONSIN, COUNTY OF BROWN

The Pueblo Chieftain; that the same is a daily newspaper printed in the County of Pueblo, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Pueblo for a period of 365 days a year next prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States Mail as a second class matter under the provisions of the act of March 3rd, 1987, or any amendment thereof duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado of which is attached a true copy from said newspaper and was published in issues dated:

07/15/2025

Sworn to and subscribed before on 07/15/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires 6/30/2029

Publication Cost:	$27.40	
Tax Amount:	$0.00	
Payment Cost:	$27.40	
Order No:	11489739	# of Copies:
Customer No:	1249035	1
PO #:	CSUP MD Nos. 1-3 491	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

AMY KOKOTT
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

NOTICE is hereby given pursuant to Section 32-1-204(1), C.R.S., that on Monday, August 11, 2025, at 7:00 p.m., or as soon as possible thereafter, a public hearing will be conducted. The hearing will be conducted at the City Council Chambers, City Hall, 1 City Hall Place, in Pueblo, Colorado, or at such other time and place as this hearing may be continued. A public hearing will be heard upon the application on file with the City Council of the City of Pueblo, by the Petitioners for the proposed CSUP Metropolitan District Nos. 1, 2 and 3 (the "Districts"), for the formation of three metropolitan districts. The affected property is generally located south of Desert Flower Boulevard and west of Bonforte Boulevard, in the City of Pueblo, Pueblo County, Colorado.

NOTICE IS FURTHER GIVEN that, pursuant to Sections 32-1-203(3.5) and 32-1-204(1.5), C.R.S., the owner(s) of real property within the proposed Districts may file a request with the City Council of the City of Pueblo, requesting that such real property be excluded from the proposed Districts. Such request may be filed any time after the Service Plan is filed with the City Council of the City of Pueblo, but no later than ten (10) days before the day fixed for the hearing on said Service Plan.

Reason: Formation of three Title 32 Special Districts
Project Name: CSUP Metropolitan District Nos. 1, 2 and 3
Date of Application: June 3, 2025
Type of Districts: Metropolitan
Published In: Pueblo Chieftain
July 15, 2025

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Reason:	Formation of three Title 32 Special Districts
Project Name:	CSUP Metropolitan District Nos. 1, 2 and 3
Date of Application:	June 3, 2025
Type of Districts:	Metropolitan
Published In:	*Pueblo Chieftain* July 15, 2025

CERTIFICATE OF MAILING

I hereby certify that on July 15 and 16, 2025, a true and correct copy of the foregoing Notice of Public Hearing on the proposed Service Plan for CSUP Metropolitan District Nos. 1, 2 and 3 was sent via regular mail to the person(s) and/or entities named on **Exhibit A** attached hereto.

McGeady Becher Cortese Williams P.C

By: Alexandria Myers
Paralegal

EXHIBIT A

Mailing List

ANIMAL SHELTER BOND DEBT
215 W. 10th Street
Pueblo, Colorado 81003

COUNTY BD-DEV DISAB
215 W. 10th Street
Pueblo, Colorado 81003

Olney Boone Conservation District
200 South 10th Street
Rocky Ford, CO 81067

COUNTY CAP EXP E.D.
215 W. 10th Street
Pueblo, Colorado 81003

COUNTY CONTINGENT
215 W. 10th Street
Pueblo, Colorado 81003

BOONE SHARE R & B
PO Box 13
Boone, CO 81025

COUNTY O & E RET
215 W. 10th Street
Pueblo, Colorado 81003

County Refunds/Abatements
215 W. 10th Street
Pueblo, Colorado 81003

COUNTY SHARE R & B
215 W. 10th Street
Pueblo, Colorado 81003

COUNTY ROAD & BRIDGE
215 W. 10th Street
Pueblo, Colorado 81003

COUNTY SOCIAL SERV
215 W. 10th Street
Pueblo, Colorado 81003

Southeastern Colorado Water Conservancy District
31717 E. United Ave
Pueblo, CO 81001

COUNTY WASTE DISP
215 W. 10th Street
Pueblo, Colorado 81003

District R4J/Abatement Refunds
601 W. Grant Ave.
Box 218
Fowler, CO 81039

South Pueblo County Conservation District
200 S. Santa Fe Ave., 4th Floor
Pueblo, CO 81003

Library 2019 Ballot Float
100 East Abriendo Avenue
Pueblo, CO 81004-4232

LIBRARY BOND DEBT SERV
100 East Abriendo Avenue
Pueblo, CO 81004-4232

RYE SHARE R & B
PO Box 236
Rye, CO 81069

Library District Refunds/Abatements
100 East Abriendo Avenue
Pueblo, CO 81004-4232

Lower Arkansas Valley Water Conservancy
801 Swink Ave.
Rocky Ford, CO 81067

S.E. Water Consv Dist Refunds/Abatements
31717 E. United Ave
Pueblo, CO 81001

LOWER ARK VALLEY WATER CONS REFUNDS/ABATE
801 Swink Ave.
Rocky Ford, CO 81067

PUEBLO SHARE R & B
215 W. 10th Street
Pueblo, Colorado 81003

Fowler Rural Fire Protection District
PO Box 91
Fowler, CO 81039

PUEBLO COUNTY
215 W. 10th Street
Pueblo, Colorado 81003

Pueblo Regional Library
100 East Abriendo Avenue
Pueblo, CO 81004-4232

Edison Fire Protection District
PO Box 185
Yoder, CO 80864

SCHOOL DIST R4J BOND RED
601 W. Grant Ave.
Box 218
Fowler, CO 81039

SCHOOL DIST R4J GENERAL
601 W. Grant Ave.
Box 218
Fowler, CO 81039

Edison School District 54JT
Abatement/Refunds
14550 Edison Road
Yoder, CO 80864

SCHOOL DIST 54J BOND RED
14550 Edison Road
Yoder, CO 80864

SCHOOL DIST 54J GENERAL
14550 Edison Road
Yoder, CO 80864

Town of Rye
PO Box 236
Rye, CO 81069

Turkey Creek Conservation District
200 S. Santa Fe Avenue, 4th Floor
Pueblo, CO 81003

City of Pueblo
PO Box 1427
Pueblo, CO 81002

Blende Sanitation District
PO Box 1940
Pueblo, CO 81003

Pueblo Conservancy District
PO Box 234
111 East Fifth St.
Pueblo, CO 81002

PUEBLO RF STATION BOND
29912 E US HWY 50
Pueblo, CO 81006

Hanover Fire Protection District
13325 Old Pueblo Rd
Fountain, CO 80817

PUEBLO RF TRUCK BOND
29912 E US HWY 50
Pueblo, CO 81006

PUEBLO RURAL FIRE GEN
29912 E US HWY 50
Pueblo, CO 81006

West Park Fire Protection District
3926 Goodnight Avenue
Pueblo, CO 81005

PUEBLO RURAL FIRE RET
29912 E US HWY 50
Pueblo, CO 81006

PUEBLO WEST BOND
PO Box 7005
Pueblo West, CO 81007

Pine Drive Water District
8435 Highway 78W
Beulah, CO 81023-0035

PUEBLO WEST METRO
PO Box 7005
Pueblo West, CO 81007

Pueblo West Metro
Refunds/Abatements
PO Box 7005
Pueblo West, CO 81007

Rye Fire Protection District
PO Box 19190
Colorado City, CO 81019

Colorado City Cemetery District
PO Box 19801
Colorado City, CO 81019

Colorado City Metropolitan District
PO Box 20229
Colorado City, CO 81019

Salt Creek Sanitation District
1421 Laredo Street
Pueblo, CO 81006

Colorado Cemetery Capital
Expenditures
PO Box 19801
Colorado City, CO 81019

Andiamo Metropolitan District
1700 Lincoln Street, Suite 2000
c/o Spencer Fane, LLP
Denver, CO 80203-4554

SCHOOL DIST 60
ABATEMENT/REFUNDS
315 W. 11th Street
Pueblo, CO 81003

Avondale Water & Sanitation District
PO Box 188
Avondale, CO 81022

Bandera Boulevard Special Improvement Maintenance District
PO Box 1427
c/o City of Pueblo
Pueblo, CO 81002

SCHOOL DIST 60 GENERAL
315 W. 11th Street
Pueblo, CO 81003

Beulah Fire Protection and Ambulance District
PO Box 826
c/o Mullans, Piersel, Reed
Beulah, CO 81023

Beulah Water Works District
PO Box 826
c/o Mullans, Piersel, Reed
Beulah, CO 81023

SCHOOL DIST 60 BOND RED
315 W. 11th Street
Pueblo, CO 81003

SCHOOL DIST 70 BOND RED
24951 East US Highway 50
Pueblo, CO 81006

SCHOOL DIST 70 GENERAL
24951 East US Highway 50
Pueblo, CO 81006

ThunderVillage Metropolitan District
2154 E. Commons Avenue, Ste 2000
c/o White Bear Ankele Tanaka & Waldron
Centennial, CO 80122

School District 70 Refunds and Abatements
24951 East US Highway 50
Pueblo, CO 81006

70 INSURANCE RESERVE
24951 East US Highway 50
Pueblo, CO 81006

Town of Boone
PO Box 13
Boone, CO 81025

St. Charles Mesa Sanitation District
P.O. Box 403
Pueblo, CO 81002

St. Charles Mesa Water District
1397 Aspen Road
Pueblo, CO 81006-1633

Wildhorse Metropolitan District Nos. 1-5
1700 Lincoln Street, Suite 2000
c/o Spencer Fane, LLP
Denver, CO 80203-4554

Villa Bella Metropolitan District Nos. 1-3
Contractual Obligations
1700 Lincoln Street, Suite 2000
c/o Spencer Fane, LLP
Denver, CO 80203-4554

Villa Bella Metropolitan District Nos. 1-3
1700 Lincoln Street, Suite 2000
c/o Spencer Fane, LLP
Denver, CO 80203-4554

BEULAH FIRE & AMBULANCE BOND
PO Box 826
c/o Mullans, Piersel, Reed
Beulah, CO 81023

Southpointe Special Improvement Maintenance District
230 S. Mechanic St.
c/o City of Pueblo
Pueblo, CO 81003

North Vista Highlands Metro District No.3
Bonds and Interest
2619 Canton Court
c/o Centennial Consulting Group, LLC
Fort Collins, CO 80525

North Vista Highlands Metropolitan District No. 1
2619 Canton Court
c/o Centennial Consulting Group, LLC
Fort Collins, CO 80525

Pastora Ranch Metropolitan District Nos. 1-3
2154 East Commons Avenue, Suite 2000
c/o White Bear Ankele Tanaka & Waldron, P.C.
Centennial, CO 80122-1880

Pikes Peak Park Metropolitan District Nos. 1-5
2154 East Commons Avenue, Suite 2000
c/o White Bear Ankele Tanaka & Waldron, P.C.
Centennial, CO 80122-1880

Colorado State Land Board,
Attn: Johnna Doyle Deputy General Counsel
2200 Bonforte Blvd
Pueblo, CO 81001-4901

Division of Local Government
1313 Sherman St., Suite 521
Denver, CO 80203

City of Pueblo
City Council
1 City Hall Place
Pueblo, CO 81003

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

City Clerk's Office Item # M1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 11, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $922,579 TO H.W. HOUSTON CONSTRUCTION, LLC., FOR PROJECT NO. 25-066, REMODEL OF RIVERWALK BUILDING, SETTING FORTH $100,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to H.W. Houston Construction, LLC., for Project No. 25-066, Remodel of Riverwalk Building

PREVIOUS COUNCIL ACTION:

Ordinance 10914 (March 10, 2025) approved and authorized the Mayor to execute a contract to buy and sell real estate by and between the City of Pueblo and 101 W. Riverwalk LLC for the purchase of property described as 101 West Riverwalk Place, Unit 2.

BACKGROUND:

In general, this project will consist of the remodel of the 2nd, 3rd, and 4th floors of the Riverwalk Building at 101 West Riverwalk in Pueblo, Colorado. The project includes selective demolition of existing walls, doors, and finishes. The new construction includes limited walls, doors, and casework. New finishes include painting throughout and replacement of carpet and flooring. Furniture systems include take down and reuse of the existing systems and furnish/install of new systems furniture. Associated plumbing, electrical, and mechanical work is included, as detailed in the plans and specifications.

The City of Pueblo purchased the old Professional Bull Riders building and is planning to remodel the building to house the offices of the Planning and Community Development Department, the Civil Services Department, the Finance Department, the Law Department, and the Human Resources Department. The 1st floor of the building, located adjacent to the Historic Arkansas Riverwalk (HARP) will not be included as part

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

of the remodel, but houses the mechanical, elevator, and electrical rooms.

This Resolution awards the construction contract to H.W. Houston Construction, LLC.

FINANCIAL IMPLICATIONS:

Funding in the amount of $1,022,579.00 (contract and contingencies) will be paid from Account Project CI2515, 101 Riverwalk Unit 2.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-066 Bid Summary

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

RESOLUTION NO. 16075

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $922,579 TO H.W. HOUSTON CONSTRUCTION, LLC., FOR PROJECT NO. 25-066, REMODEL OF RIVERWALK BUILDING, SETTING FORTH $100,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 25-066, Remodel of Riverwalk Building have been received and examined; and,

WHEREAS, the proposal of H.W. Houston Construction, LLC., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 25-066, Remodel of Riverwalk Building to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-066, Remodel of Riverwalk Building, to be performed, and the contract for said project is hereby awarded to H.W. Houston Construction, LLC., in the amount of $922,579.00.

SECTION 2.

The Purchasing Agent is hereby authorized to execute said contract on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest 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……$100,000.00

SECTION 4.

Funds for Project No. 25-066, in the amount of $1,022,579.00, shall be from Account Project CI2515, 101 Riverwalk Unit 2.

SECTION 5.

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

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

SECTION 6.

The Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 11, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

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

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

EVALUATION TABULATION

IFB No. 25-066 (CI2515)

Remodel of Riverwalk Building

RESPONSE DEADLINE: July 25, 2025 at 11:00 am
Report Generated: Friday, July 25, 2025

VENDOR TOTALS

Vendor	Total
H. W. Houston Construction, LLC	$922,579.00
Latcon Corp	$976,665.00
Arc Valley Construction	$980,118.00

BASE BID

Base Bid					Arc Valley Construction		H. W. Houston Construction, LLC		Latcon Corp	
Selected	Division Number	Division	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	00	Building Permit	1	LS	$15,000.00	$15,000.00	$3,684.00	$3,684.00	$3,845.00	$3,845.00
X	00	Builders Risk and Insurance	1	LS	$5,000.00	$5,000.00	$9,133.00	$9,133.00	$18,886.00	$18,886.00
X	00	Performance and Payment Bond	1	LS	$13,000.00	$13,000.00	$8,354.00	$8,354.00	$13,485.00	$13,485.00
X	01	General Requirements	1	LS	$102,118.00	$102,118.00	$145,304.00	$145,304.00	$69,720.00	$69,720.00
X	02	Existing Conditions	1	LS	$55,000.00	$55,000.00	$17,670.00	$17,670.00	$73,340.00	$73,340.00
X	06	Wood, Plastics & Composites	1	LS	$5,000.00	$5,000.00	$37,888.00	$37,888.00	$40,130.00	$40,130.00
X	08	Doors & Frames / Glass	1	LS	$70,000.00	$70,000.00	$68,054.00	$68,054.00	$77,213.00	$77,213.00
X	09	Finishes	1	LS	$250,000.00	$250,000.00	$254,206.00	$254,206.00	$275,368.00	$275,368.00
X	12	Specialties / Furnishings	1	LS	$180,000.00	$180,000.00	$136,490.00	$136,490.00	$98,863.00	$98,863.00
X	22	Plumbing	1	LS	$10,000.00	$10,000.00	$15,268.00	$15,268.00	$10,639.00	$10,639.00
X	23	Mechanical	1	LS	$95,000.00	$95,000.00	$91,161.00	$91,161.00	$96,638.00	$96,638.00
X	26	Electrical	1	LS	$180,000.00	$180,000.00	$135,367.00	$135,367.00	$198,538.00	$198,538.00
X	27	Communications	1	LS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total						$980,118.00		$922,579.00		$976,665.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Arc Valley Construction	H. W. Houston Construction, LLC	Latcon Corp
BID GUARANTEE	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass
ACKNOWLEDGEMENTS			
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass
CERTIFICATIONS			
CERTIFICATION STATEMENT	Pass	Pass	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response	No Response	No Response

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

City Clerk's Office Item # M2

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 11, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $548,691.25 TO OLDCASTLE SW GROUP, INC., FOR PROJECT NO. 25-021 EAST APRON (NORTH) REHABILITATION AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution will award a construction contract to Pyramid Construction, Inc., for Project No. 25-021 East Apron (North) Rehabilitation.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10728, passed and approved on June 25, 2024, accepted CDOT Grant 24-PUB-01 providing design phase funding and establishing Project No. AP2401 - East Apron (N) Taxilane Rehab.

Ordinance No.10971, passed and approved on June 23, 2025, accepted CDOT Grant 25-PUB-01 providing construction phase funding and budgeting and appropriating funds to Project No. AP2401 - East Apron (N) Taxilane Rehab.

Ordinance No.10992, passed and approved on July 28, 2025, accepted FAA AIP Grant No. 3-08-0046-053-2025 providing construction phase funding and budgeting and appropriating funds to Project No. AP2401 - East Apron (N) Taxilane Rehab.

BACKGROUND:

The 2022 Airport Master Plan identified the need to rehab the east apron north of the GA t-hangars. This project is on the Capital Improvement Plan schedule for 2025, approved by both the FAA and CDOT for Entitlement Fund use. The City of Pueblo solicited bids for Project No. 25-021 East Apron (North) Rehabilitation. Oldcastle SW Group, Inc., was the lowest of those bids determined to be responsive.

FINANCIAL IMPLICATIONS:

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

Funding in the amount of $548,691.25 will be paid from Project No. AP2401 – East Apron (N) Taxilane Rehab Design and Construction.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If this Resolution is not approved, the construction contract will not be awarded, and the project will not occur.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-021 Bid Summary

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

RESOLUTION NO. 16076

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $548,691.25 TO OLDCASTLE SW GROUP, INC., FOR PROJECT NO. 25-021 EAST APRON (NORTH) REHABILITATION AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 25-021 East Apron (North) Rehabilitation have been received and examined; and

WHEREAS, the proposal of Oldcastle SW Group, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 25-021 to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes Project No. 25-021 East Apron (North) Rehabilitation to be performed, and the contract for said project is hereby awarded to Oldcastle SW Group, Inc., in the amount of $548,691.25.

SECTION 2.

Funds for Project No. 25-021 shall be from Project No. AP2401 – East Apron (N) Taxilane Rehab Design and Construction.

SECTION 3.

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

SECTION 4.

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

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 11, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

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

EVALUATION TABULATION

IFB No. 25-021 (AP2401), FAA AIP No. 3-08-0046-053-2025

PUB East Apron (North) Rehabilitation

RESPONSE DEADLINE: April 23, 2025 at 10:00 am

Report Generated: Wednesday, April 23, 2025

VENDOR TOTALS

Vendor	Total
Oldcastle SW Group Inc.	$548,691.25
Kiewit Infrastructure Co.	$623,595.08
Martin Marietta Materials, Inc.	$1,025,659.80

PUB EAST APRON (NORTH) REHABILITATION

PUB East Apron (North) Rehabilitation					Kiewit Infrastructure Co.			Martin Marietta Materials, Inc.			Oldcastle SW Group Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	1	Contractor Quality Control Program (CQCP)	1	LS	$20,000.00	$20,000.00	C-100-14.1	$120,000.00	$120,000.00	C-100-14.1	$90,750.00	$90,750.00	C-100-14.1
X	2	Mobilization (8% Max)	1	LS	$49,500.00	$49,500.00	C-105-6.1	$25,000.00	$25,000.00	C-105-6.1	$40,000.00	$40,000.00	C-105-6.1
X	3	Sawcut AC/PCCP Pavement (3-inch Depth)	1743	LF	$2.00	$3,486.00	P-101-5.1	$6.50	$11,329.50	P-101-5.1	$1.75	$3,050.25	P-101-5.1
X	4	Remove AC/PCCP Pavement (3-inch Depth)	14186	SY	$4.00	$56,744.00	P-101-5.2	$6.00	$85,116.00	P-101-5.2	$3.50	$49,651.00	P-101-5.2
X	5	Asphalt Surface Course	2514	TON	$184.22	$463,129.08	P-401-8.1	$265.00	$666,210.00	P-401-8.1	$130.00	$326,820.00	P-401-8.1
X	6	Emulsified Asphalt Tack Coat	1419	GAL	$4.00	$5,676.00	P-603-5.1	$19.70	$27,954.30	P-603-5.1	$5.00	$7,095.00	P-603-5.1
X	7	Temporary Pavement Markings	2300	SF	$3.20	$7,360.00	P-620-5.1	$13.50	$31,050.00	P-620-5.1	$4.00	$9,200.00	P-620-5.1

PUB East Apron (North) Rehabilitation					Kiewit Infrastructure Co.			Martin Marietta Materials, Inc.			Oldcastle SW Group Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	8	Permanent Pavement Markings	2950	SF	$6.00	$17,700.00	P-620-5.2	$20.00	$59,000.00	P-620-5.2	$7.50	$22,125.00	P-620-5.2
Total						$623,595.08			$1,025,659.80			$548,691.25	

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Kiewit Infrastructure Co.	Martin Marietta Materials, Inc.	Oldcastle SW Group Inc.
BID GUARANTEE	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass
SAM.gov REGISTRATION	Pass	Pass	Pass
ACKNOWLEDGEMENTS			
PERFORMANCE OF WORK REQUIREMENT	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass
ACKNOWLEDGEMENT OF FEDERAL CONTRACT REQUIREMENTS	Pass	Pass	Pass
FEDERAL CONTRACT REQUIREMENTS			
Affidavit of Non-Collusion	Pass	Pass	Pass
Buy American Certification	Pass	Pass	Pass
Tax Delinquency and Felony Convictions	Pass	Pass	Pass
List of Anticipated Subcontractors	Pass	Pass	Pass
Disadvantage Business Enterprise Utilization	Pass	Pass	Pass

Question Title	Kiewit Infrastructure Co.	Martin Marietta Materials, Inc.	Oldcastle SW Group Inc.
DBE Letter of Intent	Pass	Pass	Pass
Bidder's Similar Work Experience	Pass	Pass	Pass
Bidder's Evidence of Financial Responsibility	Pass	Pass	Pass
CERTIFICATIONS			
CERTIFICATION STATEMENT	Pass	Pass	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response	No Response	No Response

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

City Clerk's Office Item # M3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 11, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $16,647.50 FROM ACCOUNT PROJECT HUAN01 STREET RESURFACING TO ACCOUNT PROJECT HU2505 - CONCRETE IMPROVEMENTS - CDOT SIDEWALKS AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $13,647.50 TO WICKED OUTLAW CONSTRUCTION, FOR PROJECT NO. 25-067, CONCRETE IMPROVEMENTS - CDOT SIDEWALKS, SETTING FORTH $3,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution transferring funds in the amount of $16,647.50 from Account Project HUAN01 Street Resurfacing to Account Project HU2505, awarding a construction contract to Wicked Outlaw Construction, for Project No. 25-067, Concrete Improvements - CDOT Sidewalks.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of the removal and replacement of concrete sidewalk, curb and gutter and asphalt on CDOT rights-of-way. The city has received numerous complaints from citizens about these locations presenting significant safety hazards to pedestrians. We have forwarded the concerns to CDOT for repairs. To date no action has occurred to make the repairs. In lieu of potential injuries, the City has decided to make the sidewalk repairs.

This Resolution awards the construction contract to Wicked Outlaw Construction.

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

FINANCIAL IMPLICATIONS:

Funding (including contingencies), in the amount of $16,647.50, will be paid from Account Project HU2505, Concrete Improvements - CDOT Sidewalks.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-067 Bid Summary

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

RESOLUTION NO. 16077

A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $16,647.50 FROM ACCOUNT PROJECT HUAN01 STREET RESURFACING TO ACCOUNT PROJECT HU2505 - CONCRETE IMPROVEMENTS - CDOT SIDEWALKS AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $13,647.50 TO WICKED OUTLAW CONSTRUCTION, FOR PROJECT NO. 25-067, CONCRETE IMPROVEMENTS - CDOT SIDEWALKS, SETTING FORTH $3,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 25-067, Concrete Improvements - CDOT Sidewalks have been received and examined; AND,

WHEREAS, the proposal of Wicked Outlaw Construction, was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 25-067, Concrete Improvements - CDOT Sidewalks to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of $16,647.50 are hereby transferred from Account Project HUAN01 Street Resurfacing to Account Project HU2505 Concrete Improvements - CDOT Sidewalks.

SECTION 1.

The City Council authorizes Project No. 25-067, Concrete Improvements - CDOT Sidewalks to be performed, and the contract for said project is hereby awarded to Wicked Outlaw Construction, in the amount of $13,647.50

SECTION 2.

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

SECTION 3.

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

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……$3,000.00

SECTION 4.

Funding, in the amount of $16,647.50 shall be from Account Project HU2505 - Concrete Improvements - CDOT Sidewalks.

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: August 11, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB402...
PRESIDENT OF CITY COUNCIL

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

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

EVALUATION TABULATION

IFB No. 25-067 (HUAN01)

Concrete Improvements - CDOT Sidewalks

RESPONSE DEADLINE: July 16, 2025 at 10:00 am
Report Generated: Wednesday, July 16, 2025

VENDOR TOTALS

Vendor	Total
Wicked Outlaw Construction	$13,647.50
LG Contractors	$14,236.00
R.D.R Construction	$16,524.75
Merriman Land Works LLC	$17,447.20
Cedar Ridge Landscape, Inc	$19,316.00
Finsterwald Landscaping and Irrigation	$54,651.22

BASE BID (Table 1 of 2)

BASE BID					Cedar Ridge Landscape, Inc		Finsterwald Landscaping and Irrigation		LG Contractors		Merriman Land Works LLC		R.D.R Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Asphalt	116	S.F.	$3.00	$348.00	$3.50	$406.00	$3.00	$348.00	$2.95	$342.20	$3.00	$348.00
X	2	Remove Curb and Gutter	58	L.F.	$12.00	$696.00	$41.16	$2,387.28	$15.00	$870.00	$12.00	$696.00	$7.50	$435.00
X	3	Remove Concrete	663	S.F.	$3.00	$1,989.00	$34.15	$22,641.45	$3.00	$1,989.00	$3.00	$1,989.00	$3.00	$1,989.00
X	4	Construct Curb and Gutter	58	L.F.	$42.00	$2,436.00	$62.85	$3,645.30	$30.00	$1,740.00	$45.00	$2,610.00	$38.00	$2,204.00
X	5	Construct 4-inch Concrete	663	S.F.	$10.00	$6,630.00	$22.13	$14,672.19	$8.00	$5,304.00	$9.00	$5,967.00	$8.25	$5,469.75
X	6	Construct Asphalt Roadway Patch	116	S.F.	$12.00	$1,392.00	$14.00	$1,624.00	$10.00	$1,160.00	$13.00	$1,508.00	$10.50	$1,218.00
X	7	Install Class 6 Base Material (Place and Compact)	5	TON	$65.00	$325.00	$115.00	$575.00	$35.00	$175.00	$152.00	$760.00	$60.00	$300.00
X	8	Erosion and Sediment Control	1	L.S.	$500.00	$500.00	$1,200.00	$1,200.00	$850.00	$850.00	$75.00	$75.00	$500.00	$500.00

BASE BID					Cedar Ridge Landscape, Inc		Finsterwald Landscaping and Irrigation		LG Contractors		Merriman Land Works LLC		R.D.R Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	9	Traffic Control	1	L.S.	$3,000.00	$3,000.00	$5,000.00	$5,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$2,500.00	$2,500.00
X	10	Mobilization	1	L.S.	$2,000.00	$2,000.00	$2,500.00	$2,500.00	$800.00	$800.00	$2,500.00	$2,500.00	$1,561.00	$1,561.00
Total						$19,316.00		$54,651.22		$14,236.00		$17,447.20		$16,524.75

BASE BID (Table 2 of 2)

BASE BID					Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Remove Asphalt	116	S.F.	$3.00	$348.00
X	2	Remove Curb and Gutter	58	L.F.	$4.00	$232.00
X	3	Remove Concrete	663	S.F.	$3.00	$1,989.00
X	4	Construct Curb and Gutter	58	L.F.	$30.00	$1,740.00
X	5	Construct 4-inch Concrete	663	S.F.	$5.50	$3,646.50
X	6	Construct Asphalt Roadway Patch	116	S.F.	$12.00	$1,392.00
X	7	Install Class 6 Base Material (Place and Compact)	5	TON	$50.00	$250.00
X	8	Erosion and Sediment Control	1	L.S.	$1,000.00	$1,000.00
X	9	Traffic Control	1	L.S.	$2,550.00	$2,550.00
X	10	Mobilization	1	L.S.	$500.00	$500.00
Total						$13,647.50

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Cedar Ridge Landscape, Inc	Finsterwald Landscaping and Irrigation	LG Contractors	Merriman Land Works LLC	R.D.R Construction	Wicked Outlaw Construction
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass		Pass
ACKNOWLEDGEMENTS						
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass
CERTIFICATIONS						
CERTIFICATION STATEMENT	Pass	Pass	Pass		Pass	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response	No Response	No Response		No Response	No Response

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 11, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-19) TO THE HARP FOUNDATION, A COLORADO NONPROFIT CORPORATION, FOR THE USE OF ALAN HAMEL AVENUE TO THE ALLEY BETWEEN SOUTH MAIN STREET AND SOUTH SANTA FE AVENUE AND MAIN STREET BETWEEN "D" STREET AND CITY CENTER DRIVE TO FACILITATE THEIR ANNUAL RIVERFEST EVENT

SUMMARY:

Attached is a draft of a Revocable Permit (REV 25-19) submitted by the HARP Foundation.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The HARP Foundation has submitted a Revocable Permit application (REV 25-19) for the use of Alan Hamel Avenue to the alley between South Main Street and South Santa Fe Avenue and Main Street between "D" Street and City Center Drive to facilitate their annual Riverfest Event on August 16, 2025, between 6:00 a.m. and 11:00 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from being able to close the roadways necessary to support their annual Riverfest Event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 25-19

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

RESOLUTION NO. 16078

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-19) TO THE HARP FOUNDATION, A COLORADO NONPROFIT CORPORATION, FOR THE USE OF ALAN HAMEL AVENUE TO THE ALLEY BETWEEN SOUTH MAIN STREET AND SOUTH SANTA FE AVENUE AND MAIN STREET BETWEEN "D" STREET AND CITY CENTER DRIVE TO FACILITATE THEIR ANNUAL RIVERFEST EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV 25-19) is authorized to be issued to the HARP Foundation for the use of Alan Hamel Avenue to the alley between South Main Street and South Santa Fe Avenue and Main Street between "D" Street and City Center Drive to facilitate their annual Riverfest Event on August 16, 2025, between 6:00 a.m. and 11:00 p.m.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 11, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51824AB462...
PRESIDENT OF CITY COUNCIL

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

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **HARP Authority 125 Riverwalk Place, Pueblo, CO 81003 719-595-0242**
2. Permitted Area: Alan Hamel Avenue to the alley between South Main Street and South Santa Fe Avenue and Main Street between "D" Street and City Center Drive
3. Purpose of Revocable Permit: **Street closure to facilitate the annual Riverfest Event.**
4. Commencement Date: **August 16, 2025** Time: **6:00am**
5. Ending Date: **August 16, 2025** Time: **11:00pm**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this 1 day of August, 2025.

PERMITTEE:
Organization or Individual: HARP Authority
By: Shayla Keys
Title: REO Director

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 1st day of August, 2025 by Shayla Keys as REO Director.

My commission expires: _____.

TACY SUZETTE BARRY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234007982
MY COMMISSION EXPIRES 02/28/2027

Notary Public

APPROVED this _____ day of _____, 20____.
PUEBLO, a Municipal Corporation

By _____

Heather Graham, Mayor

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 11, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-21) TO PUEBLO COMMUNITY COLLEGE FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG ORMAN AVENUE BETWEEN ARTHUR STREET AND MARILYN PLACE TO HOST ITS ANNUAL WELCOME BACK TO CAMPUS CELEBRATION ON MONDAY, AUGUST 18, 2025

SUMMARY:

This Resolution approves the issuance of a Revocable Permit (REV-25-21) to Pueblo Community College

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Pueblo Community College has requested to close a segment of Orman Avenue between Marilyn Place and Arthur Street to vehicular traffic from 7:00 A.M. to 3:00 P.M. on Monday, August 18, 2025, in support of their annual Welcome Back to Campus Celebration.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from closing Orman Avenue between Marilyn Place and Arthur Street to vehicular traffic for their Welcome Back to Campus Celebration.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 25-21

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

RESOLUTION NO. 16079

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-21) TO PUEBLO COMMUNITY COLLEGE FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG ORMAN AVENUE BETWEEN ARTHUR STREET AND MARILYN PLACE TO HOST ITS ANNUAL WELCOME BACK TO CAMPUS CELEBRATION ON MONDAY, AUGUST 18, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (Rev-25-21) is authorized to be issued to Pueblo Community College for use of the public right-of-way for their annual Welcome Back to Campus Celebration on Monday, August 18, 2025.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit (REV-25-21).

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 11, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: 7C02ERDFEC3D43C...
CITY CLERK

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **Pueblo Community College 900 West Orman Ave 719 549-3144 900 West Orman Ave**
2. Permitted Area: **The closure of Orman Avenue between Arthur and Marilyn Place**
3. Purpose of Revocable Permit: Closure of right-of-way to vehicular traffic for PCC's annual Welcome Back to Campus Celebration.
4. Commencement Date: **August 18, 2025** Time: **7am**
5. Ending Date: **August 18, 2025** Time: **3pm**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this 4th day of August, 2025.

PERMITTEE:
Organization or Individual: Pueblo Community College
By: [signature]
Title: VP Finance + Administration

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 4th day of August, 2025 by Stuart Kurtz as VP Finance + Administration

My commission expires: 05/28/2029.

[signature]

Notary Public

IRENE ALCON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214020980
MY COMMISSION EXPIRES MAY 28, 2029

APPROVED this _____ day of _____, 20____.
PUEBLO, a Municipal Corporation

By _____

Heather Graham, Mayor

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

City Clerk's Office Item # M6

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 11, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Executive Assistant to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ELIZABETH "LISA" BAILEY TO COMPLETE A FOUR-YEAR TERM EXPIRING JULY 1, 2029, ON THE PLANNING & ZONING COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of Elizabeth "Lisa" Bailey to complete a four-year term expiring July 1, 2029, on the Planning & Zoning Commission.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to the term expiration of Elizabeth 'Lisa' Bailey, there is an appointment available to serve a four-year term on the Planning & Zoning Commission. All candidates were interviewed by the Mayor.

Ms. Bailey 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 resolution would allow the Mayor to appoint Ms. Bailey if deemed necessary.

FINANCIAL IMPLICATIONS:

Planning and Zoning Commission Members receive as compensation $25.00 for each regular or special meeting attended. The Chairman of the Board receives as additional compensation the sum of $50.00 per month for each month of service as Chairman.

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

These monies are allocated in the Planning and Community Development's annual budget.

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

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

RESOLUTION NO. 16083

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ELIZABETH "LISA" BAILEY TO COMPLETE A FOUR-YEAR TERM EXPIRING JULY 1, 2029, ON THE PLANNING & ZONING COMMISSION

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Elizabeth "Lisa" Bailey to the Planning & Zoning Commission; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Elizabeth "Lisa" Bailey to the Planning & Zoning Commission to serve a four-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: August 11, 2025

BY: Roger Gomez
MEMBER OF CITY COUNCIL

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

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

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

City Clerk's Office Item # M7

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 11, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Executive Assistant to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF LIZ CHAPMAN TO COMPLETE A FIVE-YEAR TERM EXPIRING FEBRUARY 1, 2027 ON THE PUEBLO URBAN RENEWAL AUTHORITY BOARD

SUMMARY:

This Resolution confirms the appointment by the Mayor of Liz Chapman to complete a five-year term expiring February 1, 2027 on the Pueblo Urban Renewal Authority 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 resignation of Louie Carleo, there is one position available to complete a term on the Pueblo Urban Renewal Authority Board.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

RESOLUTION NO. 16080

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF LIZ CHAPMAN TO COMPLETE A FIVE-YEAR TERM EXPIRING FEBRUARY 1, 2027 ON THE PUEBLO URBAN RENEWAL AUTHORITY BOARD

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Liz Chapman to the Pueblo Urban Renewal Authority Board; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Liz Chapman to the Pueblo Urban Renewal Authority Board to complete a five-year term expiring February 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: August 11, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 11, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Executive Assistant to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ROBERT ESSER AND ZACH PITTMAN TO SERVE A FOUR-YEAR TERM EXPIRING AUGUST 1, 2029, ON THE HONOR FARM ENTERPRISE CITIZENS ADVISORY BOARD

SUMMARY:

This Resolution confirms the appointment by the Mayor of Robert Esser and Zach Pittman to serve a four-year term expiring August 1, 2029, 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 term expirations of Zach Pittman, Michael Riley, and Robert Esser, there are three appointments available to serve a four-year term expiring August 1, 2029, on the Honor Farm Enterprise Citizens Advisory Board.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

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RESOLUTION NO. 16081

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ROBERT ESSER AND ZACH PITTMAN TO SERVE A FOUR-YEAR TERM EXPIRING AUGUST 1, 2029, ON THE HONOR FARM ENTERPRISE CITIZENS ADVISORY BOARD

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Robert Esser and Zach Pittman to the Honor Farm Enterprise Citizens Advisory Board to serve a four-year term expiring August 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: August 11, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by:
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CITY CLERK

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 11, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Lisa Macchietto, Assistant City Attorney

SUBJECT: A RESOLUTION SETTING THE DATE, TIME AND PLACE FOR THE HEARING ON ANY OBJECTIONS TO AN ABATEMENT ASSESSMENT AS SEPTEMBER 12, 2025 AT 9:00 A.M. IN CITY COUNCIL CHAMBERS AND DIRECTING THE MAYOR TO APPOINT A HEARINGS OFFICER

SUMMARY:

Attached is a Resolution directing the Mayor to appoint a hearings officer to hear objections relating to lien assessment notices that will be mailed out on or about August 22, 2025, and setting the date, time and place for the hearing as September 12, 2025 at 9:00 a.m. in City Council Chambers.

PREVIOUS COUNCIL ACTION:

On September 14, 2015, Council approved Ordinance No. 8917, which provides for the assessment of abatement costs. On October 13, 2015, Council approved Ordinance No. 8926, which certified Assessment Roll No. 2015-1. On December 14, 2015, Council approved Ordinance No. 8953, which certified Assessment Roll No. 2016-1. On September 26, 2017, Council approved Ordinance No.'s 9043 and 9044, which certified Assessment Roll No.'s 2016-2 and 2016-3, respectively. On October 23, 2017, Council approved Ordinance No. 9189 which certified Assessment Roll No. 2017-1. On October 23, 2018, Council approved Ordinance No. 9355 which certified Assessment Roll No. 2018-1. On July 22, 2019, Council approved Ordinance No. 9502 which amended the notice of hearing and protest deadlines by expanding each by five days to create more time between the protest filing deadline and hearing date. On October 15, 2019, Council approved Ordinance No. 9570 which certified Assessment Roll No. 2019-1. On October 13, 2020, Council approved Ordinance No. 9789 which certified Assessment Roll No. 2020-1. On October 12, 2021, Council approved Ordinance No. 10023 which certified Assessment Roll No. 2021-1. On October 11, 2022, Council approved Ordinance No. 10302 which certified Assessment Roll No. 2022-1. On October 23, 2023, Council approved Ordinance No. 10574 which certified Assessment Roll No. 2023-1. On October

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28, 2024, Council approved Ordinance No. 10824 which certified Assessment Roll No. 2024-1.

BACKGROUND:

Chapter 8 of Title VII of the Pueblo Municipal Code allows for anyone interested in a property for which an abatement lien assessment will be certified to the County Treasurer to object to or protest the assessment. Pursuant to Section 7-8-4, City Council may direct the Mayor to appoint a hearings officer to hear the objections and protests. The hearings officer will provide recommendations for the resolution of any objections or protests to City Council for its review and consideration. Thereafter, City Council may elect to certify any or all of the assessments to the County Treasurer for collection.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council may choose not to pass this Resolution. If it does, the outstanding abatement lien debt will not be assessed to the property tax rolls for collection.

RECOMMENDATION:

The Law Department recommends approval of this Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

RESOLUTION NO. 16082

A RESOLUTION SETTING THE DATE, TIME AND PLACE FOR THE HEARING ON ANY OBJECTIONS TO AN ABATEMENT ASSESSMENT AS SEPTEMBER 12, 2025 AT 9:00 A.M. IN CITY COUNCIL CHAMBERS AND DIRECTING THE MAYOR TO APPOINT A HEARINGS OFFICER

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Pursuant to Chapter 8 of Title VII of the Pueblo Municipal Code, City Council hereby directs the Mayor to appoint a hearings officer to hear any protests or objections to the lien assessment notices that will be posted and/or mailed on or about August 22, 2025.

SECTION 2.

A hearing shall be held at 9:00 a.m. on September 12, 2025 in the City Council Chambers at which time any protests or objections to the report may be heard. Any person interested in or affected by proposed charge may file written protests or objections with the City Clerk no later than seven (7) days prior to the time set for the hearing on the report pursuant to P.M.C. § 7-8-3. Each objection must be in writing, contain a description of the property in which the signer thereof is interested, a description of the signer's interest in the property, and the grounds for such protest or objection. No protests shall be accepted later than close of business on the seventh (7^{th}) day prior to the hearing.

SECTION 3.

The City Clerk is hereby directed to cause notice of said hearing to be posted upon the property involved, published once in a newspaper of general circulation within the City, and served by certified mail, postage prepaid addressed to the owner of the property as the owner's name and address appears on the last assessment roll of the county, if such so appears, or as known to the City Clerk. Such notice or mailing shall be given at least fifteen (15) days prior to the date set for the hearing and shall specify the day, hour and place when the hearing shall be held and when City Council shall pass upon the City's Report of Abatement Lien Assessments and the recommendations of the Hearings Officer.

SECTION 4.

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

SECTION 5.

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

INTRODUCED: August 11, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff
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PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by:
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CITY CLERK

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

City Clerk's Office Item # M10

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 11, 2025

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 DIRECTING THE PUEBLO URBAN RENEWAL AUTHORITY TO CONDUCT A CONDITIONS SURVEY OF PROPERTIES ANNEXED UNDER PUEBLO RECREATION RESORT ANNEXATIONS (CASE NOS. A-24-02 AND A-24-03), AND TO REPORT FINDINGS AND RECOMMENDATIONS TO THE MAYOR AND CITY COUNCIL

SUMMARY:

This Resolution directs the Pueblo Urban Renewal Authority (PURA) to initiate a conditions survey of the areas annexed into the City under Pueblo Recreation Resort Annexations (Case Nos. A-24-02 and A-24-03) and to report its findings to the Mayor and City Council.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The properties annexed into the City under the Pueblo Recreation Resort Annexation face high development costs, particularly related to the extension of utilities to the site and other required public improvements. The Pueblo Urban Renewal Authority is empowered to conduct a conditions survey to determine whether or not the area may qualify for the establishment of a new urban renewal district that might be leveraged to make resources available to construct the required infrastructure improvements. This Resolution expresses Council's direction to PURA to initiate the conditions survey and to report the findings of the study to the Mayor and City Council along with recommendations for future actions that may be warranted.

FINANCIAL IMPLICATIONS:

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Failure to approve this Resolution will signal Council's intent that it does not support the establishment of a new urban renewal district in the area at this time.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

RESOLUTION NO. 16084

A RESOLUTION DIRECTING THE PUEBLO URBAN RENEWAL AUTHORITY TO CONDUCT A CONDITIONS SURVEY OF PROPERTIES ANNEXED UNDER PUEBLO RECREATION RESORT ANNEXATIONS (CASE NOS. A-24-02 AND A-24-03), AND TO REPORT FINDINGS AND RECOMMENDATIONS TO THE MAYOR AND CITY COUNCIL

WHEREAS, the City of Pueblo has recently annexed certain properties known as Pueblo Recreation Resort Annexations - Case Nos. A-24-02 and A-24-03 (the "Annexed Properties"); and

WHEREAS, the City Council desires to determine whether the Annexed Properties meet the statutory definitions of "blighted area" or "slum area" as set forth in Section 31-25-103, Colorado Revised Statutes, for the purpose of evaluating eligibility for designation as an urban renewal area; and

WHEREAS, the Pueblo Urban Renewal Authority is empowered to undertake surveys and studies necessary to carry out the purposes of the Colorado Urban Renewal Law;

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Pueblo Urban Renewal Authority is hereby directed to initiate and conduct a conditions survey of the properties annexed into the City under the Pueblo Recreation Resort Annexations (Case Nos. A-24-02 and A-24-03).

SECTION 2.

The purpose of the conditions survey shall be to determine whether the Annexed Properties, or any portion thereof, meet the statutory definitions of "blighted area" or "slum area" as set forth in Section 31-25-103, Colorado Revised Statutes.

SECTION 3.

The Pueblo Urban Renewal Authority shall prepare a written report of its findings, including a summary of the conditions observed, an analysis of whether the statutory criteria for blight or slum are met, and recommendations regarding the potential designation of the Annexed Properties as an urban renewal area.

SECTION 4.

The Pueblo Urban Renewal Authority shall submit its written report and recommendations to the Mayor and to the City Council for consideration upon completion of the survey.

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

SECTION 5.

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 6.

This Resolution shall become effective upon passage and approval.

INTRODUCED: August 11, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: ZC02EB0FFC3D43C...
CITY CLERK

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

City Clerk's Office Item # M11

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 11, 2025

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 REQUESTING THE PUEBLO URBAN RENEWAL AUTHORITY TO TRANSFER $216,000 TO THE CITY OF PUEBLO TO FUND A BLIGHT REMOVAL PROJECT IN THE LAKE MINNEQUA URBAN RENEWAL PROJECT AREA

SUMMARY:

This Resolution requesting the Pueblo Urban Renewal Authority (PURA) to transfer funds in the amount of $216,000 for the purpose of funding a blight removal project on property located within the Lake Minnequa Urban Renewal Project Area.

PREVIOUS COUNCIL ACTION:

Ordinance No. 7630 was passed by City Council on August 13, 2007, approving the Lake Minnequa Urban Renewal Project Plan which authorizes PURA to undertake certain projects within the plan area and to provide funding for those projects.

BACKGROUND:

The owner of the former Pueblo Greyhound Park property located near Pueblo Boulevard and Lake Avenue has requested a redevelopment incentive from the Pueblo Urban Renewal Authority to assist with demolition of blighted structures located on the property. PURA was unable to fully grant the request, but has a portion of the total required funding available to fund the work. In order to facilitate the project, the City can utilize these funds to assist the developer in removal of the blighted structures.

FINANCIAL IMPLICATIONS:

There are no direct financial implications to the City as a result of approval of this Resolution. City Council has already approved the use of tax increment funds within this district for improvement projects authorized under the Lake Minnequa Urban Renewal Project Plan.

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BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Failure to approve this Resolution will signal Council's intent that it does not support the proposed use of available funds.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

RESOLUTION NO. 16085

A RESOLUTION REQUESTING THE PUEBLO URBAN RENEWAL AUTHORITY TO TRANSFER $216,000 TO THE CITY OF PUEBLO TO FUND A BLIGHT REMOVAL PROJECT IN THE LAKE MINNEQUA URBAN RENEWAL PROJECT AREA

WHEREAS, the owner of the property legally described as the east 267 feet of Lots 2, 3, and 4, and all of Lots 5, 6, and 7 of Block 2, Lake Gardens, Second Filing, except that portion conveyed to the Department of Highways, County of Pueblo, State of Colorado (the "Property") has requested incentives to remove blighted structures from the property as part of a concept redevelopment plan for the property; and

WHEREAS, City Council previously approved the Lake Minnequa Urban Renewal Project Plan (the "Plan") which authorizes the Pueblo Urban Renewal Authority ("PURA") to utilize tax increment funding to undertake certain blight removal projects within the Plan area, including removal of blighted structures in accordance with Colorado Urban Renewal Law. NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Pueblo Urban Renewal Authority ("PURA") is hereby requested to transfer funds in the amount of $216,000 to the City for the purpose of offsetting the anticipated cost of removal of blighted structures from the Property.

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: August 11, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AE462...
PRESIDENT OF CITY COUNCIL

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

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

City Clerk's Office Item # M12

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 11, 2025

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 DIRECTING THE PUEBLO URBAN RENEWAL AUTHORITY TO ENTER INTO DEVELOPMENT AGREEMENTS TO PROVIDE INCENTIVES TO OFFSET A PORTION OF THE COST OF STATE HIGHWAY IMPROVEMENTS REQUIRED BY THE COLORADO DEPARTMENT OF TRANSPORTATION ON PUEBLO BOULEVARD GENERALLY BETWEEN I-25 AND PRAIRIE AVENUE WITHIN THE LAKE MINNEQUA URBAN RENEWAL PROJECT AREA

SUMMARY:

This Resolution directs the Pueblo Urban Renewal Authority (PURA) to draft and negotiate development agreements with property owners adjacent to Pueblo Boulevard to offset a share of the total cost of improvements within the state highway right-of-way required by the Colorado Department of Transportation as a condition of development.

PREVIOUS COUNCIL ACTION:

Ordinance No. 7630 was passed by City Council on August 13, 2007, approving the Lake Minnequa Urban Renewal Project Plan which authorizes PURA to undertake certain projects within the plan area and to provide funding for those projects.

BACKGROUND:

Multiple landowners along the Pueblo Boulevard corridor generally between I-25 and Prairie Avenue are actively developing or have applied for building permits to develop their properties. The Colorado Department of Transportation, as a condition of development, has required that certain transportation-related improvements including a traffic signal, raised median, acceleration/deceleration lanes, striping, signage, and other associated work be installed in order to safely accommodate the additional traffic generated by these ongoing and proposed development projects.

There are a number of undeveloped properties along the corridor that will also directly benefit from the installation of these improvements, but the cost to any single property

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owner to complete all of the required improvements along this corridor are far too high for any one property owner to absorb alone. The equitable allocation of these costs across all benefited property owners and the public at large is not supported through CDOT's access permitting process, and the developers have requested the City's assistance to utilize the resources dedicated for these purposes to offset at least a portion of the installation cost for these improvements. This proposed development incentive framework is supported by the existing and approved Lake Minnequa Urban Renewal Project Plan, which authorizes PURA to enter into development agreements with these property owners and to reduce the financial burden of installing these improvements to a reasonable amount, proportional to the impacts generated by each respective project.

This Resolution expresses Council's support for PURA to engage with affected property owners to facilitate development of the properties along the Pueblo Boulevard corridor while simultaneously ensuring safe and efficient highway operations can continue with additional traffic demands in the area.

FINANCIAL IMPLICATIONS:

There are no direct financial implications to the City as a result of approval of this Resolution. City Council has already approved the use of tax increment funds within this district for improvement projects authorized under the Lake Minnequa Urban Renewal Project Plan.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Failure to approve this Resolution will signal Council's intent that it does not support the establishment of a new urban renewal district in the area at this time.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

RESOLUTION NO. 16086

A RESOLUTION DIRECTING THE PUEBLO URBAN RENEWAL AUTHORITY TO ENTER INTO DEVELOPMENT AGREEMENTS TO PROVIDE INCENTIVES TO OFFSET A PORTION OF THE COST OF STATE HIGHWAY IMPROVEMENTS REQUIRED BY THE COLORADO DEPARTMENT OF TRANSPORTATION ON PUEBLO BOULEVARD GENERALLY BETWEEN I-25 AND PRAIRIE AVENUE WITHIN THE LAKE MINNEQUA URBAN RENEWAL PROJECT AREA

WHEREAS, the City of Pueblo has received applications for the development of several properties along W. Pueblo Boulevard, a state highway designated as Colorado State Highway 45 within the City of Pueblo; and

WHEREAS, the Colorado Department of Transportation ("CDOT"), through their authority to control access to and from state highways, is requiring the installation of certain public highway improvements as a condition of development; and

WHEREAS, the property owners of the properties obligated to install the CDOT required improvements have requested City assistance to facilitate the equitable distribution of the cost burden to install the required public improvements across all benefitted properties; and

WHEREAS, City Council previously approved the Lake Minnequa Urban Renewal Project Plan (the "Plan") which authorizes the Pueblo Urban Renewal Authority ("PURA") to utilize tax increment funding to undertake certain public improvement projects within the Plan area, including roadway improvements along W. Pueblo Boulevard in accordance with Colorado Urban Renewal Law. NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Pueblo Urban Renewal Authority ("PURA") is hereby directed to enter into development agreements with the owners of properties obligated to install CDOT-required public improvements within the Lake Minnequa Urban Renewal Project Plan Area that benefit multiple property owners or the public at large.

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.

Docusign Envelope ID: 881711B7-18F5-41B7-BE05-75296DB060D5

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: August 11, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 11, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: AN ORDINANCE TRANSFERRING, BUDGETING AND APPROPRIATING INSURANCE PROCEEDS IN THE AMOUNT OF $695,000 INTO CAPITAL PROJECT NO. CI2513 - ICE ARENA ROOF REPAIR CIRSA, TRANSFERRING FUNDS IN THE AMOUNT OF $39,884 FROM THE WAGES/PUBLIC WORKS SALARY SAVINGS ACCOUNT 10140103-51040, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $734,884.00 TO B & M ROOFING OF COLORADO, INC., FOR ACCOUNT PROJECT NO. 25-019 PUEBLO ICE ARENA ROOF RETROFIT PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Ordinance transfers, budgets and appropriates insurance proceeds in the amount of $695,000.00 into Capital Project No. CI2513 - Ice Arena Roof Repair CIRSA, transfers funds in the amount of $39,884.00 from the Wages/Public Works salary savings account 10140103-51040 and awards a construction contract in the amount of $734,884 to B & M Roofing of Colorado, Inc., for Account Project No. 25-019 Pueblo Ice Arena Roof Retrofit Project.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

This project will consist of retrofitting the existing roof at the Pueblo Ice Arena.

The roof on the Ice Arena has sustained hail impact damage requiring replacement.

Based on the City of Pueblo's adopted 2021 Codes, Secton 705.2.1 of the IEBC, Sections 1512.2.1 and 1512.2.1.1 of the IBC and Section 503.1.1 of the IECC all allow for a recover of the existing roof system.

The existing roof construction consists of a wood deck, 2 layers of 1.5" polyisocyanurate insulation, one layer of ½" Dens-Deck prime, mechanically attached and the adhered roof membrane is a 50 mil KEE roof system. The retrofitted roof will be a 60 mil KEE modified roof membrane as the 60 mil is the minimum standard for TPO/membrane roofs. The additional cost to upgrade the roof will be paid from Public Works salary savings.

FINANCIAL IMPLICATIONS:

Funds in the amount of $695,000.00 will be transferred, budgeted and appropriated from insurance proceeds to Capital Project No. CI2513.

Funds in the amount of $39,884.00 will be transferred from Wages/Public Works salary savings, account 10140103-51040 to Capital Project No. CI2513.

Funding in the amount of $734,884 shall be paid from CI2513.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Ordinance will cancel the project.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 25-019 Bid Summary

ORDINANCE NO.

AN ORDINANCE TRANSFERRING, BUDGETING AND APPROPRIATING INSURANCE PROCEEDS IN THE AMOUNT OF $695,000 INTO CAPITAL PROJECT NO. CI2513 - ICE ARENA ROOF REPAIR CIRSA, TRANSFERRING FUNDS IN THE AMOUNT OF $39,884 FROM THE WAGES/PUBLIC WORKS SALARY SAVINGS ACCOUNT 10140103-51040, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $734,884.00 TO B & M ROOFING OF COLORADO, INC., FOR ACCOUNT PROJECT NO. 25-019 PUEBLO ICE ARENA ROOF RETROFIT PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, on June 21, 2023, the Pueblo Ice Arena building experienced damage from a major hailstorm; and

WHEREAS, the City will receive proceeds from the insurance company for the costs of repairing such damage; and

WHEREAS, competitive bids for Account Project No. 25-019 Pueblo Ice Arena Roof Retrofit project have been received and examined; and

WHEREAS, the proposal of B & M Roofing of Colorado, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Account Project No. 25-019 Pueblo Ice Arena Roof Retrofit Project to be performed; NOW THEREFORE,

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

SECTION 1.

Upon receipt, insurance proceeds in the amount of $695,000.00 shall be budgeted, appropriated, and transferred into Capital Project No. CI2513 - Ice Arena Roof Repair CIRSA from the Self Insurance Fund

SECTION 2.

Funds in the amount of $39,884.00 shall be transferred from the Wages/Public Works salary savings account 10140103-51040, to Capital Project No. CI2513 - Ice Arena Roof Repair CIRSA.

SECTION 3.

The City Council authorizes Account Project No. 25-019 Pueblo Ice Arena Roof Retrofit Project, to be performed, and the contract for said project is hereby awarded to B & M Roofing of Colorado, Inc., in the amount of $734,884.00.

SECTION 4.

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

SECTION 5.

Funds for Account Project No. 25-019 in the amount of $734,884.00 shall be from Capital Project No. CI2513 - Ice Arena Roof Repair CIRSA.

SECTION 6.

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

SECTION 7.

This Ordinance shall become effective immediately upon passage and approval.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

City Clerk

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

EVALUATION TABULATION

IFB No. 25-019

Pueblo Ice Arena Roof Retrofit Project

RESPONSE DEADLINE: April 16, 2025 at 10:00 am

Report Generated: Wednesday, April 16, 2025

VENDOR TOTALS

BASE BID - THERMOPLASTIC MEMBRANE ROOF SYSTEM

Vendor	Total
B & M Roofing of Colorado, Inc	$734,884.00
Weathercraft Company of Colorado Springs	$775,541.00
Superior Roofing, Inc.	$802,685.00
Monument Roofing of Colorado a Tecta America Company, LLC	$861,083.00
JR & Co Inc	$975,736.00
7 Summits Roofing	$987,300.00
Colorado Moisture Control, Inc.	$1,080,725.00

ALTERNATE 1 - SBS MODIFIED BITUMEN ROOF SYSTEM

Vendor	Total
Weathercraft Company of Colorado Springs	$808,230.00
JR & Co Inc	$1,083,252.00
Superior Roofing, Inc.	$1,126,783.00
Monument Roofing of Colorado a Tecta America Company, LLC	$1,137,684.00
B & M Roofing of Colorado, Inc	$1,245,566.00
Colorado Moisture Control, Inc.	$1,446,600.00
7 Summits Roofing	No Bid

BASE BID - THERMOPLASTIC MEMBRANE ROOF SYSTEM (Table 1 of 2)

Base Bid - Thermoplastic Membrane Roof System					7 Summits Roofing		B & M Roofing of Colorado, Inc		Colorado Moisture Control, Inc.		JR & Co Inc		Monument Roofing of Colorado a Tecta America Company, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Install New Thermoplastic Membrane Roof System	1	LS	$987,300.00	$987,300.00	$734,884.00	$734,884.00	$1,080,725.00	$1,080,725.00	$975,736.00	$975,736.00	$861,083.00	$861,083.00
Total						$987,300.00		$734,884.00		$1,080,725.00		$975,736.00		$861,083.00

BASE BID - THERMOPLASTIC MEMBRANE ROOF SYSTEM (Table 2 of 2)

Base Bid - Thermoplastic Membrane Roof System					Superior Roofing, Inc.		Weathercraft Company of Colorado Springs	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Install New Thermoplastic Membrane Roof System	1	LS	$802,685.00	$802,685.00	$775,541.00	$775,541.00
Total						$802,685.00		$775,541.00

ALTERNATE 1 - SBS MODIFIED BITUMEN ROOF SYSTEM (Table 1 of 2)

Alternate 1 - SBS Modified Bitumen Roof System					7 Summits Roofing		B & M Roofing of Colorado, Inc		Colorado Moisture Control, Inc.		JR & Co Inc		Monument Roofing of Colorado a Tecta America Company, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	2	Demo Existing Thermoplastic Membrane Roof	1	LS	$0.00	$0.00	$37,553.00	$37,553.00	$29,200.00	$29,200.00	$65,495.00	$65,495.00	$76,113.00	$76,113.00
	3	Install New SBS Modified Bitumen Roof System	1	LS	$0.00	$0.00	$1,208,013.00	$1,208,013.00	$1,417,400.00	$1,417,400.00	$1,017,757.00	$1,017,757.00	$1,061,571.00	$1,061,571.00
Total						$0.00		$0.00		$0.00		$0.00		$0.00

ALTERNATE 1 - SBS MODIFIED BITUMEN ROOF SYSTEM (Table 2 of 2)

Alternate 1 - SBS Modified Bitumen Roof System					Superior Roofing, Inc.		Weathercraft Company of Colorado Springs	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
	2	Demo Existing Thermoplastic Membrane Roof	1	LS	$45,500.00	$45,500.00	$18,878.00	$18,878.00
	3	Install New SBS Modified Bitumen Roof System	1	LS	$1,081,283.00	$1,081,283.00	$789,352.00	$789,352.00
Total						$0.00		$0.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	7 Summits Roofing	B & M Roofing of Colorado, Inc	Colorado Moisture Control, Inc.	JR & Co Inc	Monument Roofing of Colorado a Tecta America Company, LLC	Superior Roofing, Inc.	Weathercraft Company of Colorado Springs
BID GUARANTEE	Pass		Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS							
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass
PERFORMANCE OF WORK REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass
CERTIFICATIONS							
CERTIFICATION STATEMENT	Pass	Pass	Pass	Pass	Pass	Pass	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response	No Response	No Response	No Response	No Response	No Response	No Response

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 11, 2025

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 PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO; ESTABLISHING PROJECT ACCOUNT CI2516 - SKY CORRAL RUNWAY RELOCATION; ACCEPTING FUNDS FROM PUEBLO COUNTY IN THE AMOUNT OF $50,000.00 AND DEPOSITING SAID FUNDS IN CI2516; TRANSFERRING $50,000.00 FROM THE CITY'S GENERAL FUND FUND BALANCE INTO CI2516; AND BUDGETING AND APPROPRIATING THE TOTAL BALANCE OF DEPOSITED FUNDS IN THE AMOUNT OF $100,000.00 AS WELL AS ANY OTHER FUNDS, PUBLIC OR PRIVATE, THAT MAY BE RECEIVED BY THE CITY IN THE FUTURE IN AN AMOUNT NOT TO EXCEED $100,000.00 FOR THE PURPOSE OF RELOCATING THE SKY CORRAL RUNWAY

SUMMARY:

This Ordinance establishes a new project account (CI2516 - Sky Corral Runway Relocation) for the purpose of constructing a new model airplane runway facility; approves an intergovernmental agreement between Pueblo County and the City of Pueblo regarding the provision of funds for

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In conjunction with Pueblo County's construction of the new Medal of Honor Boulevard project, the alignment and proximity of the existing runway for the Sky Corral model airplane facility creates hazards for roadway users. In order to mitigate those hazards and to protect the long-standing use of the area as a safe location for model airplane operations, the City and County have negotiated an agreement to each contribute

$50,000 toward a project to relocate the runway further north of the existing location.

FINANCIAL IMPLICATIONS:

$50,000 will be taken from the unappropriated fund balance of the General Fund and budgeted and appropriated to Project CI2516. $50,000 will also be received from Pueblo County and budgeted and appropriated to said project.

BOARD/COMMISSION RECOMMENDATION:

STAKEHOLDER PROCESS:

ALTERNATIVES:

RECOMMENDATION:

ATTACHMENTS:

1. County-City IGA - Funding for Sky Corral
2. County Resolution 25-162 Approving IGA

ORDINANCE NO.

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO; ESTABLISHING PROJECT ACCOUNT CI2516 - SKY CORRAL RUNWAY RELOCATION; ACCEPTING FUNDS FROM PUEBLO COUNTY IN THE AMOUNT OF $50,000.00 AND DEPOSITING SAID FUNDS IN CI2516; TRANSFERRING $50,000.00 FROM THE CITY'S GENERAL FUND FUND BALANCE INTO CI2516; AND BUDGETING AND APPROPRIATING THE TOTAL BALANCE OF DEPOSITED FUNDS IN THE AMOUNT OF $100,000.00 AS WELL AS ANY OTHER FUNDS, PUBLIC OR PRIVATE, THAT MAY BE RECEIVED BY THE CITY IN THE FUTURE IN AN AMOUNT NOT TO EXCEED $100,000.00 FOR THE PURPOSE OF RELOCATING THE SKY CORRAL RUNWAY

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

SECTION 1.

The Intergovernmental Agreement between the City of Pueblo, a Colorado municipal corporation, and Pueblo County, a political subdivision of the State of Colorado, a copy of which is attached, and, having been reviewed by the City Attorney and approved as to form, is hereby approved.

SECTION 2.

Project account CI2516 - Sky Corral Relocation Project is hereby established.

SECTION 3.

Funds received from Pueblo County in the amount of $50,000.00 are hereby accepted for deposit into project account CI2516 - Sky Corral Relocation Project.

SECTION 4.

Funds in the amount of $50,000.00 are hereby transferred from the City's General Fund fund balance for deposit into project account CI2516 - Sky Corral Relocation Project.

SECTION 5.

Funds deposited into project account CI2516 in the amount of $100,000.00 are hereby budgeted and appropriated for the purpose of relocating the Sky Corral runway facility.

SECTION 6.

Any additional funds, public or private, that may be received by the City in the future for the purpose of relocating the Sky Corral runway facility in an amount not to exceed $100,000.00 shall be accepted, budgeted and appropriated in project account CI2516 - Sky Corral Relocation Project.

SECTION 7.

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

SECTION 8.

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

Action by City Council:

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

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

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into effective this _____ day of July 2025, by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as ("City"), and Pueblo County, Colorado, hereinafter referred to as ("County").

RECITALS:

1. The City and the County are political subdivisions as defined in C.R.S. § 29-1-201 et *seq.*, which expressly authorizes and encourages political subdivisions to cooperate and contract with one another to provide facilities and services as permitted by law.

2. The City and the County wish to cooperate and enter into an Intergovernmental Agreement to provide funding in the amount of $50,000.00 each, for the relocation and reconstruction of the Sky Corral airplane runway and associated work, located within the unincorporated Pueblo County (the "Project").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the foregoing, and the mutual promises, covenants, terms and conditions contained herein, City and County agree as follows:

I. OBLIGATIONS OF CITY:

As consideration for the funding assistance provided by County hereunder, the City agrees to undertake the following obligations during the term of this Agreement:

A. Coordinate and manage all aspects of the Sky Corral RC Club runway relocation/expansion project.

B. Provide a report to the County upon completion of the project to include final costs.

II. OBLIGATIONS OF COUNTY:

As consideration for the performance of the City hereunder, the County agrees to provide funding in the amount of $50,000.00 to the City for the Project.

III. OTHER PROVISIONS:

The parties agree that their performance under this Agreement shall be subject to the following provisions:

A. **Funding.** The County's contribution to the Project will not exceed Fifty Thousand 00/100 Dollars ($50,000.00) which is contingent on the City's funding contribution to complete the Project.

B. **Term/Termination.** The term of this Agreement shall commence on the date first set forth herein and shall end on December 31, 2026 unless terminated sooner as provided herein.

D. **Liability Exposure.** Notwithstanding any other provision of this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.* by either party.

E. **Complete Agreement.** This Agreement constitutes the complete Agreement on the subject hereof and supersedes and replaces all prior oral and written understandings and/or agreements of the parties on the subject hereof.

F. **Governing Law.** This Agreement and the rights and duties of the parties shall be construed and interpreted and enforced in accordance with the laws of the State of Colorado.

G. **Modifications.** This Agreement may not be modified or amended in any manner by either or both of the parties unless the same is set forth in a written agreement making reference to this Agreement and signed by the parties hereto. No waiver of any of this Agreement's provisions or conditions shall be binding unless made in writing and signed by the Chair of the Board of County Commissioners and the Mayor of the City of Pueblo.

H. **Binding Agreement.** When executed by the parties, this Agreement shall constitute a binding Agreement and shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns. Any delegation or assignment of this Agreement or any of the obligations set forth herein by either party without the prior written consent of the other party shall be void and of no force and effect.

I. **Severable.** If any provision of this Agreement shall be determined to be invalid, illegal or without force by a Court of Law or rendered so by legislative act, the remaining provisions shall remain in full force and effect.

J. **Waiver.** Failure to exercise any remedy which either party may have under this Agreement or any other acquiescence by one party shall not constitute a waiver of any obligation of the defaulting party hereunder.

K. **Notices:** All notices required under this Agreement shall be sent in writing by certified or registered mail, return receipt requested, to the following addresses:

City of Pueblo
Attn: City Mayor
1 City Hall Place
Pueblo, CO 81003

AND

Pueblo County, Colorado
Attn: Pueblo County Manager
215 W. 10th St.
Pueblo, CO 81003

L. **Captions.** Captions and headings used in this Agreement are for identification only and shall be disregarded in any construction or interpretation of the provisions of this Agreement.

M. **Appropriations of Funds.** This Agreement is expressly made subject to the annual appropriation of funds by City and County for its continuance and, upon failure of City or County to appropriate funds for this Agreement, this Agreement shall be terminated without liability to either party.

N. **No Third Party Beneficiary.** Enforcement of the terms and conditions of this Agreement shall be strictly reserved to the City and County, and nothing contained in this Agreement shall give or allow any claim or right of action by any other party or third person.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first above written.

ATTEST:

By: Candace Rivera
Clerk to the Board

COUNTY OF PUEBLO

By: _____
Chair, Board of County Commissioners
Date: _____

ATTEST:

By: _____
City Clerk-Marisa Stoller

[S E A L]

CITY OF PUEBLO

By: _____
Mayor-Heather Graham
Date: _____

APPROVED AS TO FORM:

By: Cyn Mitchell
County Attorney-Cynthia Mitchell

APPROVED AS TO FORM:

By: _____
City Attorney- Carla Sikes

RESOLUTION NO. 25- 162

THE BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO

APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO AND PUEBLO COUNTY TO RELOCATE THE SKY CORRAL AIRPLANE RUNWAY

WHEREAS, Pueblo County and the City of Pueblo are political subdivisions as defined in C.R.S. § 29-1-201 et *seq.*, which expressly authorizes and encourages political subdivisions to cooperate and contract with one another to provide facilities and services as permitted by law; and

WHEREAS, the County and the City wish to cooperate and enter into an Intergovernmental Agreement to provide funding in the amount of $50,000 each, for the relocation and reconstruction of the Sky Corral airplane runway and associated work, located within the unincorporated Pueblo County (the "Project"); and

WHEREAS, City will be responsible to coordinate and manage all aspects of the Sky Corral RC Club runway relocation/expansion project; and

WHEREAS, the Board of County Commissioners desire to enter an Intergovernmental Agreement with the City to provide funding in the amount of $50,000 for this project, contingent upon City's funding contribution and subject to the appropriation of funds this purpose.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pueblo County, Colorado, that the Intergovernmental Agreement between Pueblo County, Colorado, and the City of Pueblo, for the funding to relocate the Sky Corral airplane runway, the terms and conditions of which are incorporated herein by this reference, is hereby approved and the Chair is hereby authorized to execute the same on behalf of Pueblo County.

PASSED AND ADOPTED this 17th day of July 2025, in Pueblo County, Colorado.

THE BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO

By: _____
Zach Swearingen, Chair

ATTEST:

By: Candace Rivera
Candace Rivera, County Clerk

U:\JAIL PROJECT\RES\CITY IGA-FUNDING SKY CORRAL.DOCX

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 11, 2025

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 AND ACCEPTING A DEED OF DEDICATION FROM NO KA OI PROPERTIES, LLC FOR PROPERTY LOCATED AT THE NORTHEAST CORNER OF BANDERA PARKWAY AND SHORT STREET, PUEBLO, COLORADO

SUMMARY:

This Ordinance codifies City Council's approval and acceptance of a Deed of Dedication for land located on the northeast corner of Bandera Parkway and Short Street in Pueblo.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In conjunction with a project to widen the Bandera Parkway roadway between Liezel Street and Aramis Court, the City requires additional right-of-way to accommodate the new road width and all associated improvements. The property owner, No Ka Oi Properties, LLC, has agreed in principle to the language in the attached Deed of Dedication and will, upon approval of this Ordinance by City Council, execute the deed to convey ownership of the parcel to the City for the purpose of right-of-way dedication.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to approve this Ordinance will preclude the City from accepting the deed.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Deed of Dedication - Bandera Pkwy (Draft)
2. Legal Description & Exhibit 25.06.17 - Sealed

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A DEED OF DEDICATION FROM NO KA OI PROPERTIES, LLC FOR PROPERTY LOCATED AT THE NORTHEAST CORNER OF BANDERA PARKWAY AND SHORT STREET, PUEBLO, COLORADO

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

SECTION 1.

The Deed of Dedication ("Deed") conveying a parcel of land to the City of Pueblo, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

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

After Recording Please Return To:
City of Pueblo
Attention: City Clerk
One City Hall Place
Pueblo, CO 81003

DEED OF DEDICATION

No Ka Oi Properties, LLC, a Colorado limited liability company ("Owner"), hereby donates and dedicates to the City of Pueblo, a Colorado municipal corporation ("City"), for the benefit of a public right-of-way, the real property legally described on Exhibit A attached hereto and made a part hereof (the "Right-of-Way").

Owner warrants unto the City that it has lawful authority to execute this Deed of Dedication and good title to the Right-of-Way.

The City has accepted this Deed of Dedication as evidence by the passing of Ordinance No. _____ by the Pueblo City Council and its subsequent approval by the Mayor on _____, 2025.

IN WITNESS WHEREOF, this Deed of Dedication is made effective as of _____, 2025.

Owner: No Ka Oi Properties, LLC,

By: _____

Printed Name: Bill Schwabe

Its: Member/Manager

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2025 by Bill Schwabe, the Member/Manager of No Ka Oi Properties, LLC, a a Colorado limited liability company.

_____
Notary Public

EXHIBIT A

June 16, 2025

PARCEL DESCRIPTION

THE WESTERLY 70.00 FEET TOGETHER WITH THE SOUTHERLY 15.00 FEET OF LOT 6 OF THE CITY VIEW SUBDIVISION AS RECORDED AT RECEPTION NUMBER 951377 OF THE PUEBLO COUNTY RECORDS, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING 14,462 SQ. FT. OR 0.332 ACRES, MORE OR LESS.

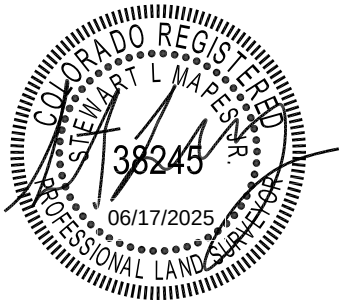

EXHIBIT A

PAGE 2 OF 2

3 ROCKS ENGINEERING & SURVEYING

430 Main Street
Cañon City, CO 81212
719.430.5333
www.3rocksengineering.com

R.O.W. DEDICATION EXHIBIT

CITY OF PUEBLO
NORTHWEST QUARTER OF SECTION 4,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
COUNTY OF PUEBLO, STATE OF COLORADO

DATE:	SCALE	JOB NO.:	DRAWN:	P.L.S.:
06/16/25	1"=40'	23.215	DS	MS

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 11, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING AN OCCUPANCY AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SAAB, INC., A FOREIGN BUSINESS CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance will approve an Occupancy Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Saab, Inc., a Foreign Business Corporation to allow Saab the use of the Premises for the purpose installing data gathering equipment that will provide the FAA Air Traffic Control Tower with essential information that could potentially avoid incursions and provide for a safer airport

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Saab, Inc. has been contracted by the FAA to install data gathering equipment that will provide the FAA Air Traffic Control Tower with essential information that could potentially avoid incursions and provide for a safer airport. Whereas the equipment will be used by the FAA, the installation sites for the equipment will be on Airport property owned by the City of Pueblo.

FINANCIAL IMPLICATIONS:

As the Airport Operator, the City of Pueblo is responsible for providing some navigational aids to offer a safe airport operating environment. The equipment will be installed at existing City-owned navigational aid sites and require electricity provided by the City at an estimated cost of $150 per year.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If this Ordinance is not approved, then Saab will not be allowed to install equipment to benefit the FAA.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Saab 2025 08 25 SITE SURVEY LOCATION DETAILS
2. PLACEHOLDER Saab 2025 08 25 DRAFT AGREEMENT

ORDINANCE NO.

AN ORDINANCE APPROVING AN OCCUPANCY AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SAAB, INC., A FOREIGN BUSINESS CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo is the owner and operator of the Pueblo Memorial Airport together with the land on which said Airport is situated; and

WHEREAS, Saab Inc is desirous of occupying certain property for the purpose of installing data gathering equipment that will provide the United States Federal Aviation Administration Air Traffic Control Tower with essential information that could potentially avoid incursions and provide for a safer airport, where said property is owned by the City of Pueblo; now therefore,

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

SECTION 1.

A certain Occupancy Agreement ("Agreement"), by and between the City of Pueblo, a Colorado Municipal Corporation, and Saab, Inc., a Foreign Business Corporation, to occupying certain property for the purpose of installing data gathering equipment at the Pueblo Memorial Airport, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the City Attorney, is hereby approved

SECTION 2.

The Mayor is hereby authorized to execute the Lease on behalf of the City of Pueblo, and the City Clerk shall affix the Seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Lease to effectuate the terms and conditions described therein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 11, 2025

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 APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBDIVISION PARTICIPATION AND RELEASE FORM WITH RESPECT TO THE NATIONAL OPIOIDS SETTLEMENT REACHED WITH PURDUE PHARMA L.P. & SACKLER FAMILY

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Subdivision Participation and General Release Agreement concerning the recovery of settlement funds by the City as a result of the opioid crisis.

PREVIOUS COUNCIL ACTION:

Since 2021, the City Council has approved settlement participation agreements with many opioid manufacturers and distributors and an agreement with the Office of the Attorney General regarding the distribution of opioid settlement proceeds.

BACKGROUND:

Colorado Attorney General Phil Weiser has reached opioid settlements with many manufacturers and distributors. The Mayor is recommending that the City join this latest settlement with Purdue Pharma L.P. & the Sackler family. In order to do so, the attached Settlement Participation and General Release Agreements must be approved by the Pueblo City Council and returned to the Office of the Colorado Attorney General no later than September 30, 2025.

FINANCIAL IMPLICATIONS:

The state of Colorado stands to receive an estimated $75.6 million if enough local governments join the settlement, and the City of Pueblo would receive a small portion of those funds according to the distribution schedule.

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. Purdue Direct Settlement

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 PURDUE PHARMA L.P. & SACKLER FAMILY

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 PURDUE PHARMA L.P. & SACKLER FAMILY 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:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Docusign Envelope ID: FB71BEC4-B6BC-4855-B8C4-28F0CA13511F

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Pueblo city, CO
Reference Number: CL-1731637

TO COLORADO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION FOR COLORADO LOCAL POLITICAL SUBDIVISIONS TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT WITH PURDUE AND THE SACKLERS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family (the "Direct Purdue Settlement"). This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because all eligible States and Territories, including Colorado, are participating in the Purdue Direct Settlement.

Thanks to the collaboration of Colorado's counties and municipalities, Colorado maximized its settlement proceeds from previous opioid settlements, and we are now asking that you review and sign-on to this settlement so that Colorado can maximize its share of these funds.

All opioid settlement funds that are received as a result of the settlement will follow the same Colorado Opioid Settlement Memorandum of Understanding (opens PDF) that was signed in 2021. Completing the participation forms does not change your decision to "opt-out" to direct funds to the Regional Opioid Abatement Council, or to "opt-in" to retain your direct allocation.

To review your Colorado local government decisions to receive or redirect funds, please see the Colorado Opioid Settlement Dashboard Local Government page (opens webpage).

The proposed Direct Purdue Settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

Docusign Envelope ID: FB71BEC4-B6BC-4855-B8C4-28F0CA13511F

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a State earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and becomes effective, your release will become effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing those Purdue Direct Settlement funds. Any subdivision that does not participate may impact and reduce the overall amount of money for programs to remediate the opioid crisis in its State. You are encouraged to discuss the terms and benefits of the Purdue Direct Settlement with your counsel, your Attorney General's Office, and other contacts within your State. Opioid settlement funds which Colorado is entitled to receive as a result of the Purdue Direct Settlement will follow the same **Colorado Opioid Settlement Memorandum of Understanding (opens PDF)** that was signed in 2021.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in Colorado and how funds will be allocated within Colorado can be found on the national settlement website at https://nationalopioidsettlement.com/purdue-sacklers-settlements/. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to

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meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/purdue-sacklers-settlements/. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting included in the package. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions to participate in the Direct Purdue Settlement ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Colorado Attorney General's Office, Opioid Response Unit at Opioids@coag.gov or 720-508-6904.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

Docusign Envelope ID: FB71BEC4-B6BC-4855-B8C4-28F0CA13511F

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

Docusign Envelope ID: FB71BEC4-B6BC-4855-B8C4-28F0CA13511F

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Pueblo city	State: CO
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")[1], and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and 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 Agreement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Agreement 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 and to the extent provided in, and for resolving disputes to the extent provided in, the

[1] Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

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Agreement. 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 Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether 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 Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.

9. 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 Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

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Claims" and "Released Claims") are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity's power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.

11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.

12. In connection with the releases provided for in the Agreement, 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 Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release 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 Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.

14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

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I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 11, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Roger Gomez, Councilor

SUBJECT: AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2025, A PROPOSED AMENDMENT TO THE CHARTER OF THE CITY OF PUEBLO TO REQUIRE BINDING INTEREST ARBITRATION FOR THE OTHER CLASSIFIED EMPLOYEES BARGAINING UNIT

SUMMARY:

Under City Charter, there are the following three bargaining units: (a) fire fighters, (b) police officers, and (c) other classified employees. Attached is a proposed Ordinance referring to the registered voters of the City a proposed amendment to the City's Charter which would require binding interest arbitration for the other classified employees bargaining unit instead of a vote of the people.

PREVIOUS COUNCIL ACTION:

In 1998, a citizen-initiated petition placed a charter amendment on the ballot to require binding interest arbitration for resolution of interest disputes between City and its Police and Fire bargaining units. The reason why the petitioner's chose to not include the other classified employees bargaining unit general services was not stated in the petition.

City Council passed a resolution in opposition to the charter amendment. The basis for opposition included the following recitals: "WHEREAS, decisions respecting wages and other terms and conditions of employment involve spending of City of Pueblo's tax revenue and affect the City of Pueblo's spending priorities, and WHEREAS, it would be inappropriate to place such decisions in the hands of an outside person who has no accountability to the citizens of the City of Pueblo;"

City Council has never previously considered proposing a charter amendment to expand binding interest arbitration to the other classified employees bargaining unit.

City Council has, however, considered proposing a charter amendment to remove binding interest arbitration with respect to Police and Fire and return it to original charter language that existed prior to the 1998 amendment. This proposal failed after significant public testimony by the unions in opposition.

BACKGROUND:

Under the proposed charter amendment, the City Charter would be amended to require binding interest arbitration for the other classified employees bargaining unit instead of a vote of the people.

FINANCIAL IMPLICATIONS:

The financial implications of any future bargaining impasse would be determined by an arbitrator under the factors set forth in Charter as opposed to a vote of the people.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

A “no action” alternative would keep the Charter in its current form.

RECOMMENDATION:

None.

ATTACHMENTS:

1. Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2025, A PROPOSED AMENDMENT TO THE CHARTER OF THE CITY OF PUEBLO TO REQUIRE BINDING INTEREST ARBITRATION FOR THE OTHER CLASSIFIED EMPLOYEES BARGAINING UNIT

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

SECTION 1.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the general municipal election to be held on November 4, 2025, an amendment to the Charter of the City of Pueblo, as follows: (brackets indicate matter being deleted, underscoring indicates new matter being added):

Section 8-14(q). Impasse Resolution for Fire Fighter**, [**and**]** Police Officer **and the Other Classified Employees** Bargaining Units

Unless specifically referred to hereafter, the provisions of Section 8-14(e) through 8-14(k) shall not apply to the fire fighter**, [**and**]** police officer **and the other classified employees** bargaining units. Instead, any impasse in negotiations shall be resolved pursuant to Section 8-14(r) through 8-14(v).

SECTION 2.

This ballot title (submission clause and title) for the proposed Charter Amendment set forth in Section 1 hereof is hereby fixed and adopted as follows:

BALLOT QUESTION NO. 1A - CHARTER AMENDMENT

(Require binding interest arbitration instead of vote of the people for the other classified employee bargaining unit)

SHALL THE CHARTER OF THE CITY OF PUEBLO RELATING TO COLLECTIVE BARGAINING FOR THE OTHER CLASSIFIED EMPLOYEES BARGAINING UNIT BE AMENDED TO REQUIRE ALL UNRESOLVED ISSUES RELATING TO WAGES AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT BE DECIDED BY BINDING ARBITRATION INSTEAD OF BY VOTE OF THE QUALIFIED

ELECTORS OF THE CITY OF PUEBLO, AND TO PROVIDE THAT THE ARBITRATOR SHALL CHOOSE EITHER THE FINAL OFFER OF THE CITY OR THE FINAL OFFER OF THE EMPLOYEE BARGAINING AGENT ON EACH SUCH ISSUE?

_____ YES
_____ NO

SECTION 3.

The City Council does hereby find, determine and declare that the ballot title set forth in Section 2 hereof fairly expresses the true meaning and intent of the referred Charter amendment.

SECTION 4.

The officials of the City are authorized and directed to take all actions necessary, appropriate or required, to implement the provisions of this Ordinance. The City Clerk is directed to publish notice of election of the proposed Charter Amendment in conformity with the provision of C.R.S. 1-7.5-101 *et seq.* and C.R.S. 31-2-210(4) and to certify the Ballot Title to the Pueblo County Clerk and Recorder by no later than sixty days before the November 4, 2025 coordinated election, as provided by C.R.S. 1-5-203(3) and C.R.S. 31-2-210 (3.5).

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 11, 2025

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: AN ORDINANCE AMENDING SECTION 11-1-801 OF THE PUEBLO MUNICIPAL CODE TO REMOVE THE GENERAL POLICY RELATING TO THE ISSUANCES OF SUMMONS AND COMPLAINT TO PERSONS LAWFULLY CHARGED WITH AN OFFENSE CONSTITUTING A VIOLATION OF A MUNICIPAL ORDINANCE

SUMMARY:

Attached is a proposed Ordinance which amends Section 11-1-801 of the Pueblo Municipal Code to remove the general policy that unless certain conditions are met, the Pueblo Police Department shall not arrest anyone suspected of violating a municipal ordinance.

PREVIOUS COUNCIL ACTION:

Sec. 11-1-801, P.M.C. was enacted by way of Ordinance 4949 on March 22, 1982.

BACKGROUND:

This amendment to the Pueblo Municipal Code will remove the restriction that Pueblo Police Officers shall issue a summons and complaint to all persons lawfully charged with a violation of a municipal ordinance unless certain specific conditions exist, such as when the officer has reasonable grounds to believe that the person will disregard the notice or summons to appear based upon the person's length of residence in the City or the County or the person's employment in the City or the County.

Under current circumstances, police officers are forced to navigate a series of “if – then” scenarios, often based on information that is unattainable by the police officer, to determine whether or not a person should be issued a summons and complaint or be booked into the Pueblo County Jail and provides for disciplinary actions against the officer for intentional violation of the policy against arrest.

State law and Police Department Policy provides the procedures and restrictions

regarding when a person may be arrested or issued a summons and complaint. Removal of this section from the Pueblo Municipal Code would remove restrictions placed upon the Pueblo Police Department by the City itself.

FINANCIAL IMPLICATIONS:

An unknown financial implication may occur if and when the County Sheriff allows the booking into the County Jail of persons lawfully charged with violation of a municipal ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

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

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Proposed Ordinance - Amending Sec. 11-1-801

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 11-1-801 OF THE PUEBLO MUNICIPAL CODE TO REMOVE THE GENERAL POLICY RELATING TO THE ISSUANCES OF SUMMONS AND COMPLAINT TO PERSONS LAWFULLY CHARGED WITH AN OFFENSE CONSTITUTING A VIOLATION OF A MUNICIPAL ORDINANCE

WHEREAS, City Council determines that amending Section 11-1-801 of the Pueblo Municipal Code will protect the health, safety, and welfare of the public. NOW, THEREFORE,

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

SECTION 1.

Section 11-1-801 of the Pueblo Municipal Code is hereby amended as follows:

Sec. 11-1-801. Reserved [General policy.]

[(a) The general policy relating to arrest shall favor issuances of a summons and complaint instead of the arrest of a person; therefore, all persons who may be lawfully charged with an offense constituting a violation of a municipal ordinance shall be issued a summons and complaint and released without bond upon executing a written promise to appear at the time and place indicated on the summons and complaint, except in the following cases:

(1) When a person refuses to give a written promise to appear in court as provided on the summons and complaint after being advised such refusal will result in the arrest of the person.

(2) When the person refuses to disclose his or her identity after being advised such refusal will result in the arrest of the person.

(3) When the officer has reasonable and probable grounds to believe that the person will disregard the notice or summons to appear. In determining the likelihood that the person will disregard the notice, the officer shall consider:

a. The person's length of residence in the City or the County;

b. The person's employment in the City or the County; and

c. The person's past history of response to legal process and past criminal history.

(4) When the officer has reasonable and probable grounds to believe that:

a. The person will continue in a breach of peace; or

b. The immediate safety of the person or other persons would be best served by arresting the person.

(b) The intentional disregard of the general policy relating to arrest set forth in this Section by any officer or employee of the City shall constitute grounds for disciplinary action.**]**

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective upon final passage.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 11, 2025

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 SECTIONS 10-1-1, 10-1-2, 10-1-13, AND 11-1-700 OF THE PUEBLO MUNICIPAL CODE RELATING TO PUBLIC SAFETY IN THE ARKANSAS RIVER AND PROVIDING PENALTIES FOR VIOLATION THEREOF

SUMMARY:

Attached is a proposed Ordinance which would align the City's Arkansas River life jacket requirements with similar state regulations applicable within the Arkansas Headwaters Recreation Area and extend the geographical coverage of the requirements throughout City limits, to include the Waterworks Park and Whitewater Park. The Ordinance would also extend enforcement authority to the City's park rangers and affirm the authority of the Director of Parks and Recreation to close or restrict particular usage on the Arkansas River within City limits including within the Waterworks Park and Whitewater Park if unsafe conditions are present.

PREVIOUS COUNCIL ACTION:

Life jacket requirements within the Arkansas River Legacy Whitewater Park were instituted by City Council by Ordinance No. 7374 dated September 26, 2005.

BACKGROUND:

Ordinance No. 7374 codified as a Class 2 municipal offense for anyone to be in or enter the Arkansas River without a life jacket only within the boundaries of the Arkansas River Legacy Whitewater Park. This is the area of the river commonly known as the kayak park. The Ordinance was codified within Title XI of the Pueblo Municipal Code.

On May 24, 2025, the City opened Waterworks Park within a section of the Arkansas River located upriver from the Arkansas River Legacy Park. Since the opening of the park, park users' unsafe activity and lack of safety equipment has resulted in multiple rescue operations.

The proposed Ordinance would:

- Allow enforceability of safety regulations by park rangers and police officers;
- Provide further clarity on the powers of the Director of Parks and Recreation to enact temporary closure of parks facilities due to unsafe conditions; and
- Align life jacket requirements to match those of the Arkansas Headwaters Recreation Area, which extends from Leadville to the Pueblo reservoir.

FINANCIAL IMPLICATIONS:

Passage of this Ordinance is not expected to have a financial impact.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

A no-action alternative will maintain the status quo.

RECOMMENDATION:

None.

ATTACHMENTS:

1. Proposed Ordinance

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTIONS 10-1-1, 10-1-2, 10-1-13, AND 11-1-700 OF THE PUEBLO MUNICIPAL CODE RELATING TO PUBLIC SAFETY IN THE ARKANSAS RIVER AND PROVIDING PENALTIES FOR VIOLATION THEREOF

SECTION 1.

Chapter 1 of Title X of the Pueblo Municipal Code, as amended, is hereby amended to read as follows (brackets indicate matter being deleted, underscoring indicates new matter being added):

Sec. 10-1-1. - Definitions.

. . .

(2) *Park* shall mean any area used as a park, reservation, zoo, playground, swim pool, recreation center or facility, golf course or any other area in the City owned or used by the City and devoted or designated to active or passive recreation, either on a temporary or permanent basis, **including sections of the Arkansas River devoted or designated to active or passive recreation**.

. . .

Sec. 10-1-2. - Power and authority of Director.

(a) The Director is hereby authorized to adopt and promulgate rules and regulations, in conformity with the ordinances and resolutions of the City concerning the operation of the Department of Parks and Recreation and the conduct of employees thereof, and governing behavior and conduct of persons within the parks and cemeteries. Without in any manner limiting the foregoing authority, the Director may designate the days and hours during which any park or cemetery shall be open to the public and may designate at any time any section or part of any park or cemetery to be closed to the public for any interval of time, either temporarily or at regular and stated intervals, and post signs to such effect. In case of emergency, **or unsafe conditions,** or whenever in the judgment of the **Director** **[**City Council**]** the public interest so demands, any or all of the parks or cemeteries may be closed to the public or limited to particular uses and all persons may be excluded therefrom **or restricted from particular activities** until the emergency or unsafe conditions have **[**is**]** past or until the **Director** **[**City Council**]** gives permission to reopen such parks or cemeteries to the public.

. . .

Sec. 10-1-13. Unlawful Acts

. . .

(i) It shall be unlawful and a Class 2 municipal offense for any person to enter on or be in the Arkansas River within City limits without meeting the following requirements:

(1) For all occupants of vessels, inner tubes, air mattresses, or similar devices, a U.S. Coast Guard approved type I, III or V PFD securely attached to the body is required.

(2) For all persons under the age of 13, a U.S. Coast Guard approved type I, III or V PFD securely attached to the body is required.

SECTION 2.

Chapter 1 of Title XI of the Pueblo Municipal Code, as amended, is hereby amended by the deletion of the following:

[Sec. 11-1-700. Life jackets required in the White Water Park.

It shall be unlawful and a Class 2 municipal offense for any person to enter on or be in the Arkansas River within the Arkansas River Legacy White Water Park without a U.S. Coast Guard approved type 1, 2, 3 or 5 personal flotation device being securely attached to his or her body. For purposes of this Section Arkansas River Legacy White Water Park means that portion of the Arkansas River commencing where the Arkansas River flows beneath the northerly edge of the Fourth Street Bridge downstream to one hundred (100) feet south of the location where the Arkansas River flows beneath the Santa Fe Bridge, provided, however, that it shall not be unlawful for any person to fish in or upon the Arkansas River without a personal flotation device in that portion of the Arkansas River Legacy White Water Park lying between the northerly edge of the Union Avenue Bridge and the location one hundred (100) feet south of the Santa Fe Bridge.**]**

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance which are necessary or appropriate to implement and enforce the policies described therein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 11, 2025

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 MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE DILLON DRIVE URBAN RENEWAL PLAN

SUMMARY:

This Ordinance makes certain legislative findings, establishes the Dillon Drive Urban Renewal Area, and approves the Dillon Drive Urban Renewal Plan (the Plan).

PREVIOUS COUNCIL ACTION:

During a work session of City Council on February 26, 2024, the Pueblo Urban Renewal Authority (PURA) shared plans to conduct a study of the Urban Renewal Area described in the Plan to determine if such area qualifies for inclusion in an urban renewal plan. No objections were raised and the Pueblo Urban Renewal Authority (PURA) moved forward with its plans as discussed.

BACKGROUND:

The purpose of the Plan is to eliminate the conditions of blight identified by the Dillon Drive Conditions Survey in the Urban Renewal Area, facilitate the development of new commercial uses on an underutilized site and implement the provisions of the Comprehensive Plan that apply in the Urban Renewal Area. The Plan is intended to help provide needed public infrastructure to attract and leverage private investment in the Urban Renewal Area.

FINANCIAL IMPLICATIONS:

None. Future increment tax revenues above the current base would not exist but for the redevelopment of the Urban Renewal Area.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission determined the Plan meets the requirements of the City's Comprehensive Plan and recommended approval at their July 8, 2025

regular meeting.

STAKEHOLDER PROCESS:

PURA is in the process of finalizing the necessary tax increment agreements from all other affected taxing entities. All fee owners of property in the Urban Renewal Area have consented to inclusion in the Plan.

ALTERNATIVES:

None.

RECOMMENDATION:

The PURA Board of Commissioners recommends approval of this Ordinance.

ATTACHMENTS:

1. Dillon Drive Conditions Survey 7.24.2024
2. Dillon Drive Conditions Survey Letter 5.4.2025
3. Dillon Drive RR Agreement fully executed 7.29.2025
4. Dillon Drive Urban Renewal Plan Document final draft 6.30.2025
5. Notice of Public Hearing Dillon URA 8.25.2025
6. PURA Impact Report 5.25.2025

ORDINANCE NO.

AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE DILLON DRIVE URBAN RENEWAL PLAN

WHEREAS, the Pueblo Urban Renewal Authority (the "Authority") studied the area described in the Dillon North Subdivision, according to the plat thereof, including all interior and adjacent streets and public rights of way, to determine if the Area contains conditions included in the definition of "blighted area" in the Colorado Urban Renewal Law, Sections 31-25-101, *et seq.*, C.R.S., (the "Act"); and

WHEREAS, pursuant to such authorization, the Authority contracted with Pioneer Development Company (the "Consultant") to conduct a conditions survey of the Area, and

WHEREAS, the Consultant prepared, submitted, and presented to the Authority and City Council a document entitled "Dillon Drive Conditions Survey" (the "Survey") dated July 25, 2024, which describes in detail the conditions in the Area and is incorporated herein by this reference; and

WHEREAS, the Authority has prepared, approved, submitted, and presented to City Council the Dillion Drive Urban Renewal Plan (the "Plan") for the Area dated June 30, 2025, a copy of which has been approved as to form by the City Attorney and is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Plan is a matter of public record in the custody of the City Clerk and is available for public inspection during business hours of the City; and

WHEREAS, notice of the public hearing on the Plan was published as required by Section 31-25-107(3), C.R.S., at least thirty days prior to the public hearing; and

WHEREAS, written notice was (a) mailed or delivered to each property owner, business, and resident to the extent they are present in the Area included in the Plan informing them of the public hearing at least thirty days prior to the public hearing or (b) such notice has been waived in writing by such parties as are located in the Area; and

WHEREAS, the owners of the property in the Area have received notice of the Survey and have consented in writing to inclusion in the Urban Renewal Plan; and

WHEREAS, the Pueblo Planning and Zoning Commission has determined that the Plan complies with the Pueblo Regional Comprehensive Development Plan as amended to date (the "Comprehensive Plan"), which is the general plan for the development of the City as a whole; and

WHEREAS, the Plan allocates property tax increment revenues to the Authority to carry out the Plan and requires compliance with certain provisions of the Act, including House Bill 15-1348, as amended to date (collectively, the "Amended 1348 Requirements"); and

WHEREAS, on August 25, 2025, the City Council conducted a public hearing and reviewed said Plan pursuant to the procedural and notice requirements of the City Charter and the Act, and the City Council having considered the evidence presented in support of and in opposition to the Plan, the Survey, the City's Comprehensive Plan, and staff recommendations and so having considered the legislative record and given appropriate weight to the evidence. NOW,

THEREFORE,

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

SECTION 1.

The Urban Renewal Area described in the Plan is found and declared to be a blighted area as defined in the Act. This is a legislative finding by the City Council based upon the Survey and other evidence presented to City Council.

SECTION 2.

The boundaries of the Urban Renewal Area have been drawn as narrowly as the City Council determines feasible to accomplish the planning and development objectives of the Plan.

SECTION 3.

As required by the Act, including the Amended 1348 Requirements, the public bodies that levy property taxes in the Area (the "Taxing Entities") have received (1) a copy of the Plan and Conditions Survey, (2) a report (the "Impact Report") prepared by the Consultant containing financial information showing the net financial benefits to the Taxing Entities from redevelopment of the Urban Renewal Area, and (3) a proposed agreement that waives the right to claim property tax increment revenue allocated to the Authority by the Act and related provisions necessary and in the public interest to remediate conditions of blight and construct required improvements in the Urban Renewal Area.

SECTION 4.

Pueblo School District No. 60 has been permitted to participate in an advisory capacity with respect to the inclusion in the Plan of the tax allocation provisions authorized by Section 31-25-107(9) of the Act.

SECTION 5.

It is not expected that any relocation of individuals and families will be required in connection with the Plan, because no individuals or families reside in the Urban Renewal Area.

SECTION 6.

It is not expected that any relocation of business concerns will be required in connection with the Plan, because no business concerns operate in the Urban Renewal Area.

SECTION 7.

The Authority has taken reasonable efforts to provide written notice of the public hearing prescribed by Section 31-25-107(3) of the Act to all property owners, residents, and owners of

business concerns in the proposed Urban Renewal Area at their last known addresses at least thirty days prior to the public hearing on the Plan.

SECTION 8.

Section 31-25-107(4)(d) of the Act does not apply because no more than 120 days have passed since the commencement of the only public hearing on the Plan.

SECTION 9.

Section 31-25-107(4)(e) of the Act does not apply because the City Council did not fail to previously approve this Plan.

SECTION 10.

The Plan conforms with the Pueblo Regional Comprehensive Development Plan, as amended, which is the general plan for the development of the City of Pueblo as a whole.

SECTION 11.

The Plan will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area described in the Plan by private enterprise.

SECTION 12.

To the extent that the Urban Renewal Area described in the Plan may constitute open land within the meaning of Sections 31-25-107(5) and (6) of the Act, it is found and determined that the Authority does not intend to undertake land acquisition in the Urban Renewal Area and the non-residential uses under the Plan are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives.

SECTION 13.

The Authority is not authorized to acquire property through the exercise of eminent domain.

SECTION 14.

The City and Authority have complied with all applicable Amended 1348 Requirements, including securing signed agreements with affected Taxing Entities regarding the use of tax increment financing to carry out the Plan. The entire Urban Renewal Area is within the corporate limits of the City. Construction and maintenance of public improvements and provision of services in the Urban Renewal Area will be the primary responsibility of the City, the Authority, and private enterprise. As shown in the Impact Report, impacts on the services or revenues of the Taxing Entities will be offset by new revenues not now being collected by the Taxing Entities and directly produced as a result of the Plan and subsequent redevelopment of the Area and adjacent property outside of the Area.

SECTION 15.

The Dillon Drive Urban Renewal Plan has been duly reviewed and considered and is hereby approved. The Authority is hereby authorized to take any and all actions pursuant to the

Act to carry out the Plan, including, without limitation, (1) completing any agreements as may be required to carry out the Plan and (2) filing of the Plan and related documents with the Pueblo County Assessor.

SECTION 16.

This Ordinance shall become effective upon final passage and approval.

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

PIONEER DEVELOPMENT COMPANY

we find the way

Dillon Drive Conditions Survey

Pueblo Urban Renewal Authority

July 25, 2024

PIONEER
DEVELOPMENT
COMPANY
we find the way

July 25, 2024

City of Pueblo, Colorado

Dear Jerry,

This Conditions Survey report is intended to assist the Pueblo Urban Renewal Authority (PURA) with identifying and cataloguing conditions that are arresting sound development throughout a defined survey area. This area is named the “Dillon Drive Urban Renewal Plan” (The Project).

The Project will encompass fourteen (14) parcels (including ROW) and approximately ~46.5 acres. The area is characterized by floodplain, vacant land, steep topography, irregular lots, site deterioration, and underutilization. Currently, the site is vacant and there are no observable uses within the property. There are, however, large homeless encampments on the northern parcels within the survey area. This underutilized is in contrast to the current planning for the area. The subject area’s parcels are zoned to support new development and higher intensity uses. This proposed URA area includes three zoning districts, Pueblo’s I-2 Industrial District, S-1 Governmental Use District, and S-3 Floodplain District. The area is proximal to major arterials such as Hwy 50, Hwy 47, and I-25.

PURA is evaluating this area to determine its eligibility for Urban Renewal treatment. Multi-tenant commercial development is being proposed on this site, however, it will likely require a public private partnership to become feasible. Forming a public private partnership via an Urban Renewal Project requires identifying conditions on the site that complicate its redevelopment. These conditions are known as blighted area factors, or blighting factors. PURA has commissioned this study to determine if the proposed Urban Renewal Plan area exhibits the necessary number of blighted area factors to make it eligible for urban renewal treatment.

The Conditions Survey evaluates this area for the presence of statutorily defined “blighted area factors” (blighting factors). The Conditions Survey locates, identifies, and describes each statutorily defined blighting factor found to exist within the proposed plan area. Blighting factors have also been mapped to illustrate the location of these observed conditions throughout the impacted parcels. Based upon field observations and analysis, this report finds that the surveyed area meets the minimum number of blighting factors required to designate the proposed Dillon Drive Urban Renewal Plan as an urban renewal project eligible for urban renewal activities.

Sincerely,

Andrew Arnold
Founder | Principal
Pioneer Development Company
Durango, Colorado

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Executive Summary

Dillon Drive Urban Renewal Plan Conditions Survey:

The Pueblo Urban Renewal Authority (PURA) is evaluating a specific area for Urban Renewal projects and activities. This area is tentatively named, "Dillion Drive Urban Renewal Plan", and the area encompasses ~46.5 acres and 14 parcels within the City of Pueblo's municipal limits. The Plan area is project-driven, meaning new development is currently being proposed within this project area. The proposed development may require a public private partnership to become feasible, which is why the Pueblo Urban Renewal Authority is evaluating the area's eligibility for urban renewal treatment.

The subject area is located within Pueblo City limits in the central northern section of the city, east of the I-25, Hwy 47, and Hwy 50 intersection. The survey area is bisected by Dillon Drive and is bounded by the jointly operated BNSF/Union Pacific Colorado Joint Line to the west, Hwy 47 to the south and Fountain Creek to the East (just outside the project area's boundary line). The northern boundary of the proposed plan area is adjacent to vacant land.

The survey area is approximately 46.5 acres and includes 14 parcels, all within municipal limits. Five of these 14 parcels are public ROW. The Survey Area's parcels are mostly zoned I-2 Industrial District, which permits industrial and limited retail uses. The area does include a small portion of the S-1 Governmental district and the S-3 Floodplain District. The subject area's features are characterized by floodplain, vacant land, unusual topography, deteriorating or missing infrastructure, irregularly shaped parcels, and homeless encampments. These characteristics make future development challenging and are the reason why PURA is evaluating this site for Urban Renewal treatment.

For an Urban Renewal Plan to be established, a specific geographic area within the community must be found to exhibit certain conditions. These are conditions that, in general, are arresting the sound growth of a municipality. This could include conditions that impair a municipality's growth, retards housing development and accommodations, or constitutes a liability for economic or community development. Statute describes these conditions as a "menace to public health, safety, morals, and welfare" and defines these conditions as eleven separate factors in C.R.S. 31-25-103.2. These factors must be cataloged before urban renewal projects and activities can commence.

A conditions survey does not create a new Urban Renewal Plan or Urban Renewal Project. The conditions survey is merely a starting point for that process, one that is required before PURA can establish The Dillon Drive Urban Renewal Plan. The conditions survey's purpose is to evaluate the proposed Plan area and determine if it meets the statutorily required threshold of blighted area factors. Four (4) of these factors must be identified before an Urban Renewal Plan can be established and adopted[1].

The proposed Urban Renewal Plan area was carefully surveyed using a holistic analysis. Observations were taken during a field visit that identified the presence of statutorily defined blighting factors throughout the area. These observations were supplemented with background research on the site and market characteristics.

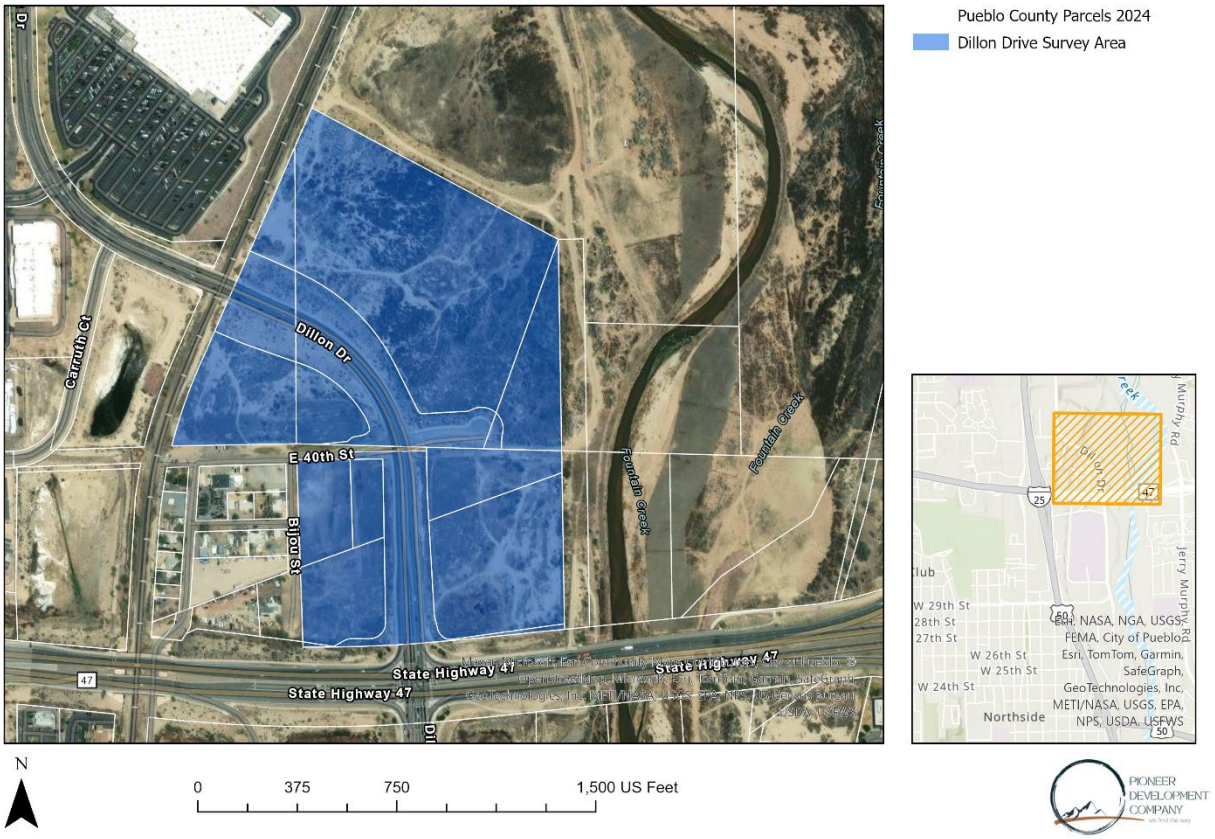
[1] Per C.R.S. 31-25-103(2)(l) only one blighting factor is necessary if all property owners and tenants' consent to inclusion.

The conditions survey's conclusion is that the proposed Urban Renewal Plan area exhibits the necessary number of blighting factors to make it eligible as an Urban Renewal Plan according to state statute. This conditions survey identified eight (8) blighting factors within the area, listed in the table below:

Conditions Survey – Blighting Factors Catalogued	
Blighted Area Factor # **(C.R.S. 31-25-103.2 List Label)**	**Definition**
Factor 1 (a)	Slum, Deteriorated, or Deteriorating Structures
Factor 2 (b)	Predominance of Defective or Inadequate Street Layout
Factor 3 (c)	Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness
Factor 4 (d)	Unsanitary or Unsafe Conditions
Factor 5 (e)	Deterioration of Site or Other Improvements
Factor 6 (f)	Unusual Topography or Inadequate Public Improvements or Utilities
Factor 10 (j)	Environmental Contamination of Buildings or Property.
Factor 11 (k.5)	The Existence of Health, Safety, or Welfare Factors Requiring High Levels of Municipal Services or Substantial Physical Underutilization or Vacancy of Sites, Buildings, or Other Improvements

Conditions Survey Summary

Dillon Drive Urban Renewal Plan



Survey Area

The survey area evaluates ~46.5 acres and 14 parcels within Pueblo's municipal boundaries. This survey used Pueblo County Open Data to create GIS maps for the analysis.

This survey area is in the City of Pueblo's north-central area and is bisected by Dillon Drive. The survey area is bisected by Dillon Drive and is bounded by the jointly operated BNSF/Union Pacific Colorado Joint Line to the west, Hwy 47 to the south and Fountain Creek to the East (just outside the project area's boundary line). The northern boundary of the proposed plan area is adjacent to vacant land.

Area Description

The survey area encompasses 14 parcels and ~46.5 acres. All property within the survey area is located within the City of Pueblo's municipal limits. The area is predominantly zoned I-2 Industrial. However, there are two other zoning districts that overlay the parcels. These districts include the City's S-1 Governmental Services district, and the S-3 Floodplain district. The survey area is located within the Arterial Commercial Mixed-Use future land use designation.

The survey area is characterized by vacant and underutilized land. The area is also within a FEMA designated Special Flood Hazard Area (AE). This SFHA designation is commonly known as the 100-year floodplain and impacts future development throughout the survey area. The area also exhibits rolling topography and irregularly shaped parcels. Despite being bisected by Dillon Drive and being adjacent to Hwy 47, the area has no direct access to the surrounding arterials. Apart from one parcel, ingress and egress points will need to be constructed to facilitate traffic flow with the parcels and the surrounding road networks. There were also large homeless encampments within the survey area.

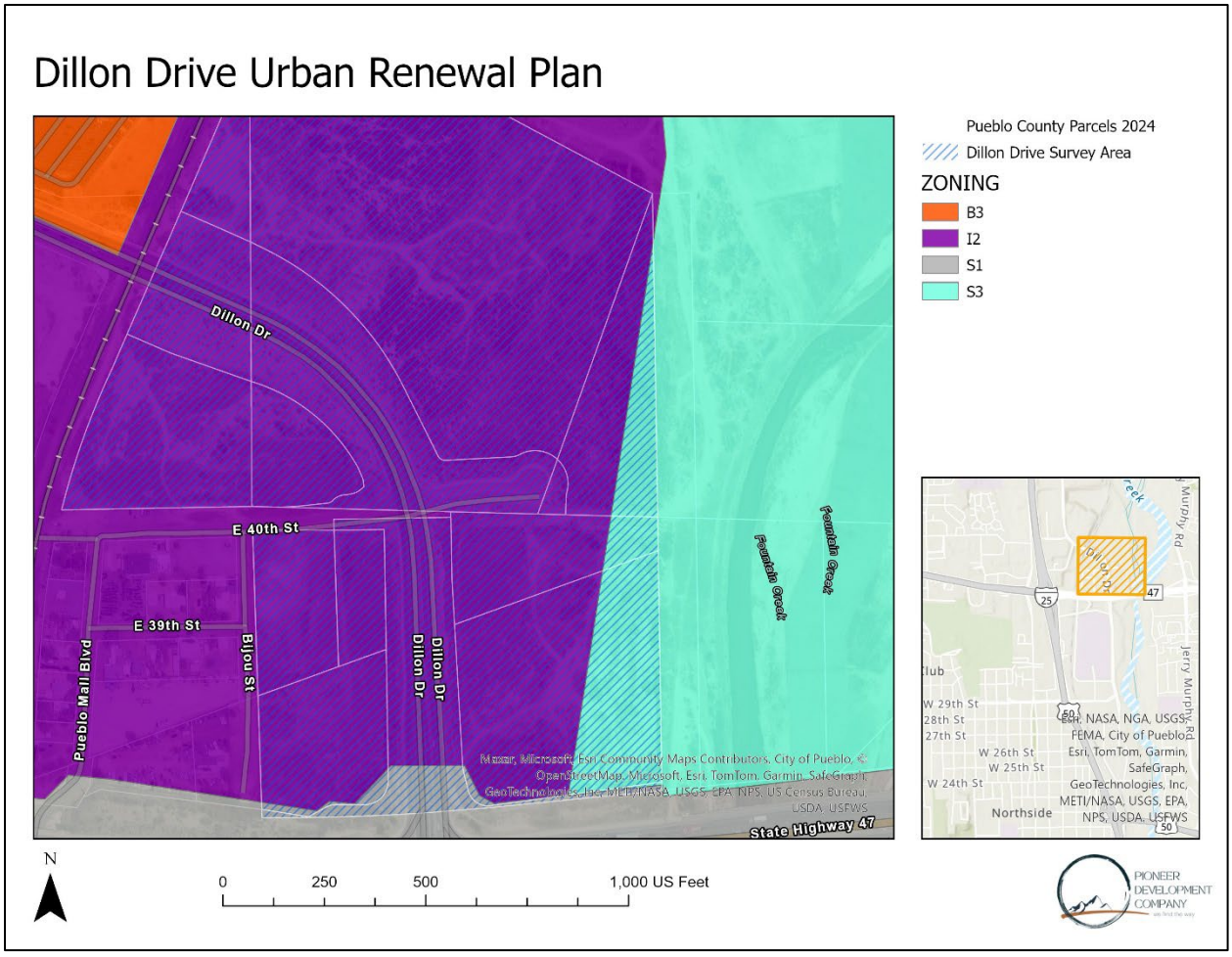
The Plan Area's statistics are described in the table below:

Conditions Survey Land Use Summary			
Area Statistics			
Total Parcel Area (Acres)			**46.49**
Number of Parcels in Area			**14**
Assessment Type	**Parcel Count**	**Acreage**	**Percent Total Acreage**
Tax Exempt	5	9.79	25%
Commercial	8	34.98	75%
Residential	1	1.71	4%
Zoning Type[2]	**Parcel Count**	**Acreage**	**Percent Total Acreage**
I-2: Industrial District	10	42.15	91%
S-1 Governmental Services	3	0.8	2%
S-3 Floodplain	4	3.54	8%
Assessed Value			**Value**
Total Actual Value			$211,502
Total Assessed Value			$32,670

[2] Zoning Districts may overlap parcels.

Current Assessment of Plan Area

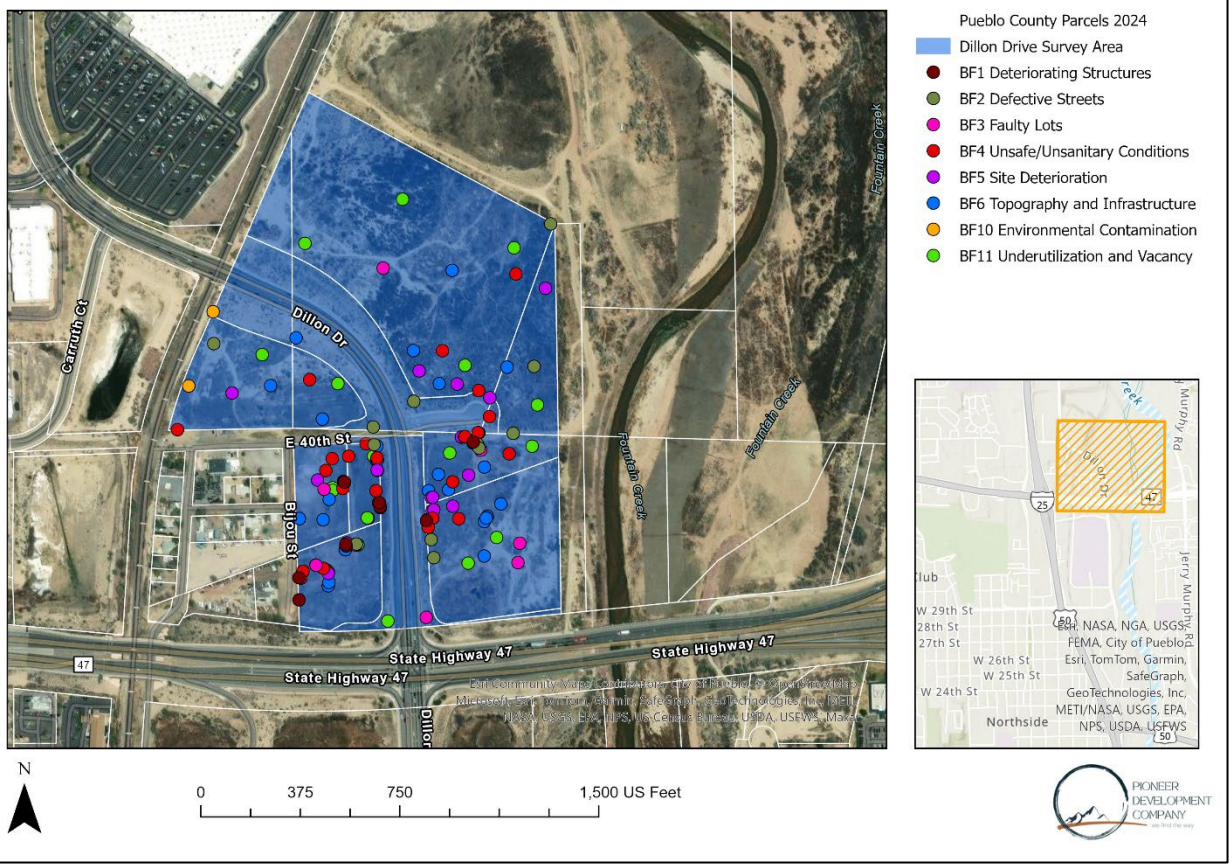
The Plan area includes 14 parcels. This parcel count includes five tax exempt parcels that are public right-of-way. The remaining nine parcels are privately owned. The total equalized assessed value (taxable value) of these parcels, according to the County Assessor's database 2024 valuations, is $32,670. The total actual value of these parcels, according to the County Assessor's database 2023 valuations is $211,502.



Methodology

This Conditions Survey utilized a holistic methodology in determining whether blighting factors exist within the proposed Urban Renewal survey boundary. This methodology included a detailed literature review of adopted plans and reports, an analysis of County Assessor records and GIS databases, and a field visit. Field work was supplemented by GIS technology that geolocated and recorded potential blighting factors throughout the survey area. Maps were created for each blighting factor identified within the survey area, illustrating which parcels contain, or are in proximity to, statutorily defined blighting factors. These maps represent the layered information gathering approach used in this report to ensure that each blighting factor was thoroughly analyzed.

Conditions Survey Area - Blighting Factors Map



Evaluation of Blighting Factors

Defining Blighting Conditions

Colorado Revised Statutes 31-25-103 states that for an Urban Renewal Plan area to be established, there must exist certain conditions known as "blighted area factors" (Blighting Factors). State statute defines eleven separate factors for blight. The law indicates that if four or more of these factors are found in an area of the municipality, that area may be declared blighted and qualify for urban renewal treatment[3].

Blighted Area Factors Defined:

a) Slum, deteriorated, or deteriorating structures
b) Predominance of defective or inadequate street layout
c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
d) Unsanitary or unsafe conditions
e) Deterioration of site or other improvements
f) Unusual topography or inadequate public improvements or utilities
g) Defective or unusual conditions of title rendering the title nonmarketable;
h) The existence of conditions that endanger life or property by fire or other causes
i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities
j) Environmental contamination of buildings or property
k) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

These eleven factors define the "conditions" that are arresting the municipality's sound development. Per statute, these factors give "reason" to declare an area "blighted", provided that a specific number of factors are identified. The presence of at least four of these conditions satisfies the state statute defining an area blighted.

This Conditions Survey will unpack each blighting factor to describe various real world "conditions" that indicate the presence of said factor. Only one factor need be identified for a municipality to declare the need to establish an urban renewal authority. An Urban Renewal Plan or Project requires at least four factors identified within its boundaries. It is the culmination of four or more blighting factors which indicate that renewal activities should be applied within the proposed project area.

Blighting Factors were identified based on an objective analysis and urban renewal best practices. The following sections outline the blighting factors found to exist within the survey area. Blighting factors that were not identified are excluded from this report.

[3] In addition to this list, C.R.S. 31-25-103(2) lists a twelfth condition. This final condition only applies when there is unanimous agreement among affected property owners that their properties can be included in an Urban Renewal Area. In this occurrence, only one blighting factor from the list of eleven needs to be identified to declare the area blighted.

Factor (a) – Slum, Deteriorated, or Deteriorating Structures

Description:

This factor refers to the current condition of structures in the survey area as a whole. When the physical condition of structures in an area foment negative perceptions and a corresponding decline in values, it typically signals the existence of this factor. Conditions that would justify the inclusion of this factor in an area may include:

- A deterioration of the building elements, such as cladding, fenestration, roofing, overhangs, fascia and soffit, or the foundation of a structure
- A deterioration of outside elements such as fencing, gates, fire escapes, outdoor lighting, loading areas, gutters and downspouts
- Vacant lots or high vacancy rates in the offices/businesses/apartments are evidence this factor exists in an area
- Decline in property value over time

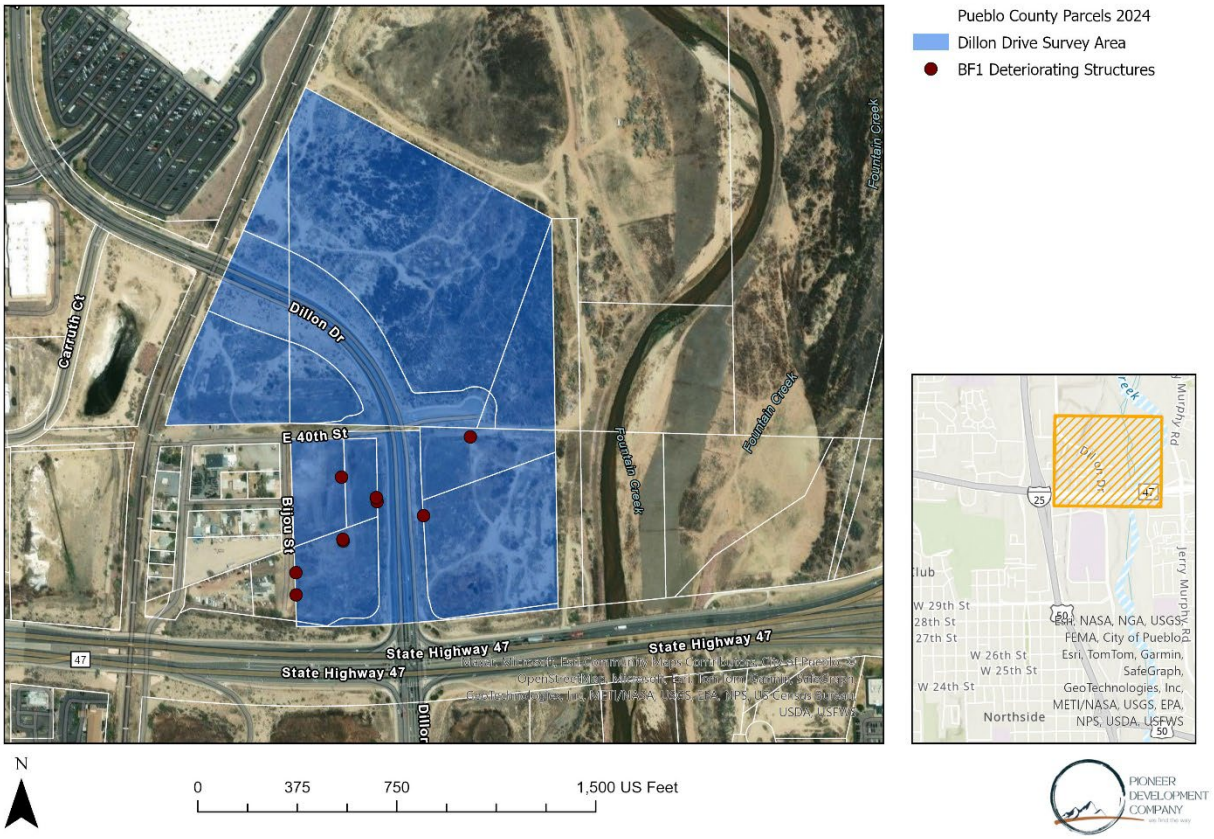
Findings

Vacant land is the predominant characterisitic throughout the survey area. However, there were some deteriorating structures identified during the field visit, especially on the parcels nearest Bijou Street. The field visit identified a deteriorating residential structure, deteriorating fencing along the site, and obvious vacant lots.

The other conditions identified during the site visit included landscaping and fencing deterioration. The site is clearly underutilized, with weeds and tall grasses dominating the landscape. There were a few fences identified around the perimeter of the area that have also fallen into disrepair. The three parcels to the west of Dillon Drive have dilapidated fencing along the various property lines while the two parcels to the east of Dillon Drive have fencing around the perimeter of the property which is in disrepair. The wired fencing has been pried apart in areas, while other sections are no longer standing upright.

The frequency of deterioration of the structure and fencing indicates the presence of this blighting factor.

Blighting Factor (a) - Deteriorating Structures



Factor (b) – Predominance of Defective or Inadequate Street Layout

Description:

This factor refers to surface transportation conditions throughout the survey area. Surface transportation conditions may include road surface quality, the location or existence of streets and sidewalks, multi-modal improvements, traffic safety infrastructure, ingress/egress locations, and emergency access considerations. If surface transportation conditions exist that negatively impact sound development, redevelopment, or threaten safety, the survey includes this factor in its catalogue. Examples of this factor include:

- Inadequate street widths
- Lack of streets, dead ends
- Overall faulty layouts that impede vehicular access and internal circulation
- Inadequate Traffic Safety facilities
- Streets that exhibit high degrees of traffic or accidents
- Streets that are in need of repair or reconstruction
- Poor emergency access or active transportation

Findings

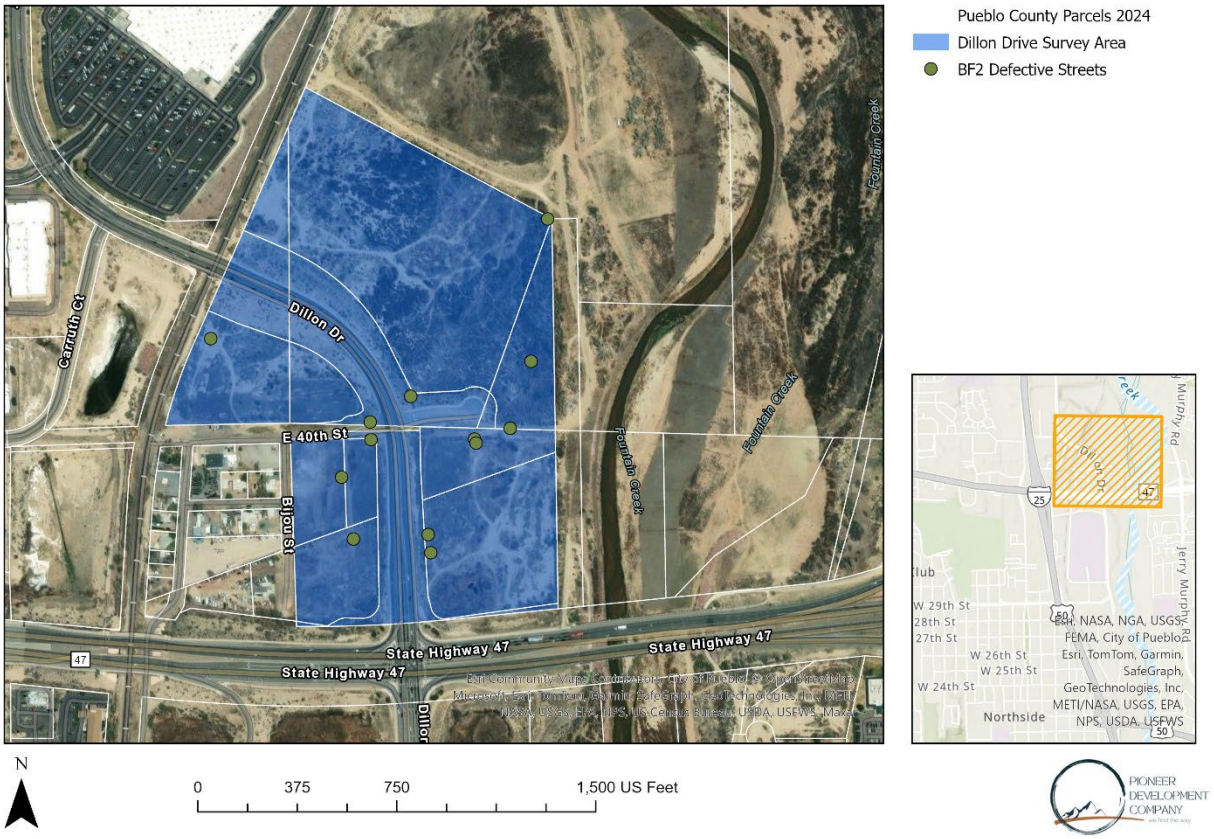
The survey area exhibited inadequate street networks, lack of streets, inadequate traffic safety facilities, streets that exhibit high degrees of traffic, streets in need of repair, poor emergency access and poor active transportation. Field work frequently identified conditions indicating the presence of this blighting factor.

Despite being a large area bounded by some of the City's busiest arterials, there are no paved internal streets or parking lots within the subject parcels. The three parcels to the west of Dillon Drive have no connecting streets or infrastructure with the existing surrounding network and are inaccessible by vehicle. This inaccessibility and lack of infrastructure also yields faulty lot layouts and poor emergency access. Active transportation facilities are non-existent, which may create future development issues given the area's proximity to major arterials and Fountain Creek.

The parcels east of Dillon Drive do not directly access the surrounding road network. Ingress and egress points will need to be constructed, and access permits acquired. The northern parcel to the east of Dillon Drive has one street connection with the existing network, but it is a dead-end route with the concrete surface stopping abruptly at the vacant lot. There is then a dirt road which accesses the internal areas of the site, but this road is dirt and would need to be reconstructed. Access is further complicated because of steep topography and grades within the site area.

The survey area is divided by Dillon Drive which is a busy connector street, with 4 lanes of traffic and a center turning lane. The intersection between Dillon Drive and East 40th Avenue in the north section of the survey area is a two way stop intersection with the stop signs on 40th Avenue that funnel out onto the busy road of Dillon Drive. Future development of the area will likely trigger traffic safety improvements throughout the area, which are absent currently. The street conditions and lack of improvements signal this factor's presence.

Blighting Factor (b) - Defective Streets



Factor (c) – Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness

Description:

This factor refers to shapes, layout and sizes of lots that complicate sound development and the usefulness of the property. Common conditions that indicate this factors presence in a survey area includes:

- Impractical Lot Layouts
- Narrow, Irregular, or Oddly Shaped Parcels
- Parcels Too Large or Too Small to Facilitate Development
- Lot Configurations that Yield Unproductive Conditions on the Land as Exhibited by Misuse or Nonuse
- Easements or Setbacks that Yield Unproductive Conditions on the Land as Exhibited by Misuse or Nonuse.

Findings

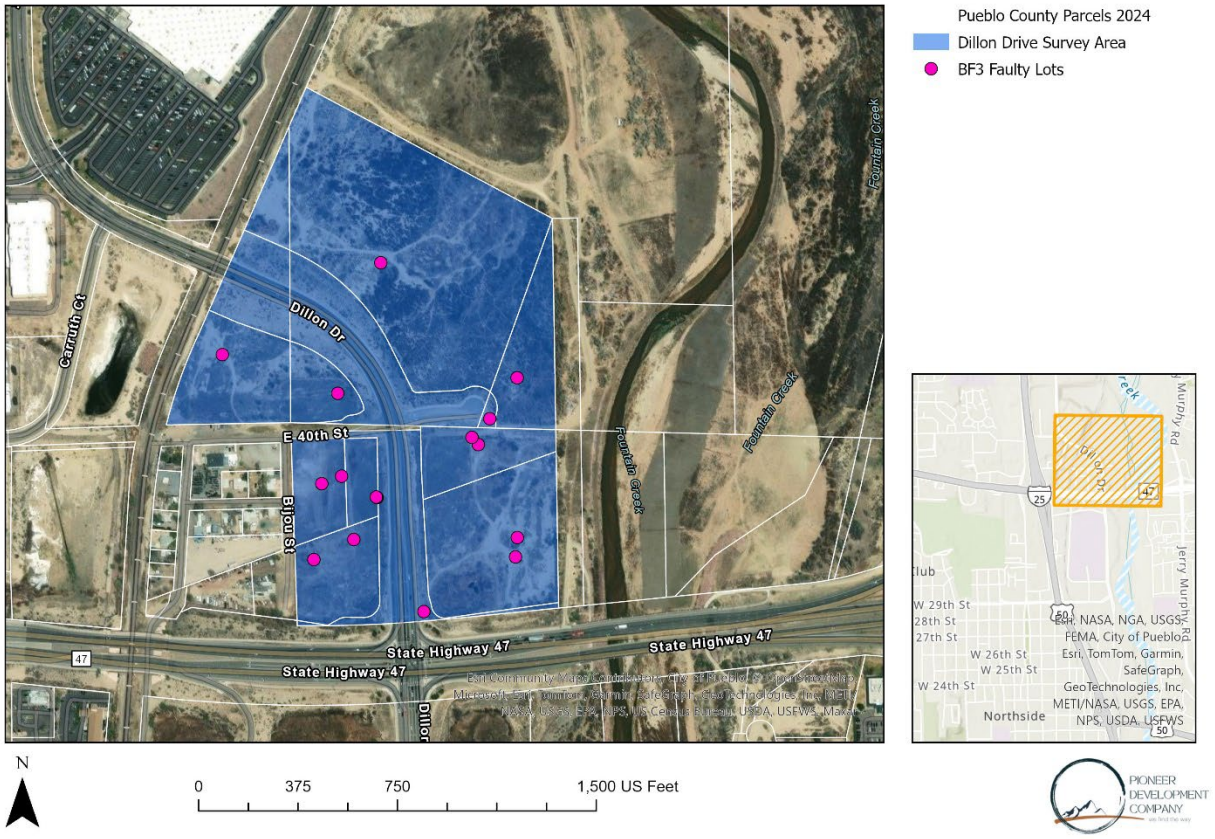
The survey area features fourteen parcels, all of which exhibit narrow, irregular, or oddly shaped features. These features and their corresponding nonuse and misuse conditions underscore this factor's presence.

Each of the 14 parcels in the survey area are irregular and oddly shaped. The parcels are non-rectangular, with diagonal lot lines and narrow parcels. The ROW parcel(s) encompassing Dillon Drive contributes to the odd shapes of the surrounding parcels. There are a few framented parcels throughout the area, too small to be developable. Lot consolidation or boundary adjustments may be required to adequately activate the property for development.

This blighting factor is often identified not simply by parcel shape, but also the nonuse or misuse of the parcels. These corresponding conditions characterize the parcels evaluated by this conditions survey. Each parcel is vacant and underutilized within the survey area, suggesting that the current parcel configurations yield unproductive development conditions. The large parcel in the survey area's northern extent

The evidence of parcel irregularity, nonuse, and misuse on the survey area exemplify this factor.

Blighting Factor (c) - Faulty Lots



Factor (d) – Unsanitary or Unsafe Conditions

Description:

This factor refers to a multitude of unsanitary, unsafe or hazardous conditions. The commonality is that these conditions contribute to hazards that could have an adverse effect on the health, safety or wellbeing of the public. This factor shares similarities to conditions one (1), five (5), eight (8), nine (9) and ten (10). Conditions that would justify the inclusion of this factor in an area may include:

- Floodplain or flood prone areas
- Poor storm water drainage areas
- Cracked or uneven sidewalks
- Hazardous materials
- Hazardous geology or soil conditions
- Dangerous traffic or pedestrian conditions
- High crime statistics
- Facilities are prone to fire dangers
- Environmental contamination
- Inadequate utility systems
- Water scarcity and lack of water and sewer infrastructure
- Evidence of vandalism or homelessness
- Steep topography
- Trash, debris and noxious weeds

Findings

This factor includes multiple conditions identified within the survey area. The conditions include floodplain, poor storm water drainage areas, inadequate utility systems, lack of sewer infrastructure, evidence of homelessness, steep topography, and the presence of trash and weeds.

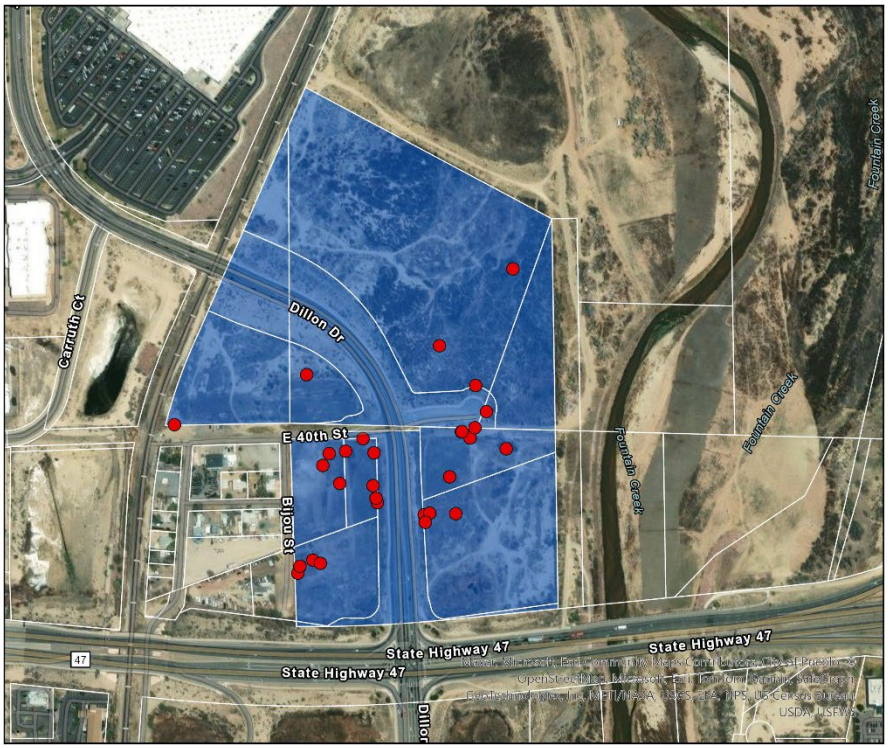
The most notable condition under this blighting factor is the floodplain. Nearly all of the survey area falls within the 100-year floodplain, as designated by FEMA's Special Flood Hazard Area AE. The area is near Fountain Creek, and portions of its easternmost parcel touch or overlap with this floodway. The fact that this survey area falls within the 100-year floodplain marks this blighting factor's presence.

There are other conditions that were also identified during fieldwork. The survey area lacks storm water drainage systems, a major concern to future development because of the floodplain. There is also no central infrastructure or utilities within the surveyed parcels. Trash and debris were frequently observed scattered throughout the survey area also. It appeared that portions of the site have been used for dumping trash and establishing homeless encampments. During fieldwork, PDC was approached by service workers warning about the large homeless encampment on the northernmost property. The trash in this area was prolific.

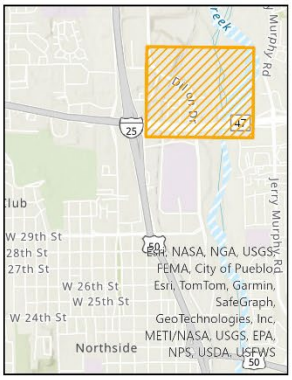
Steep topography and noxious weeds were another condition highlighting the presence of this factor. The survey area has steep topography on either side of Dillon Drive. Steep topography was especially prevalent in the southern parcel to the east of Dillon Drive. In addition to steep topography, noxious weeds are present throughout the site. The land has been vacant so various types of weeds have grown and spread.

These conditions, especially the presence of the 100-year floodplain, underscore the presence of this factor.

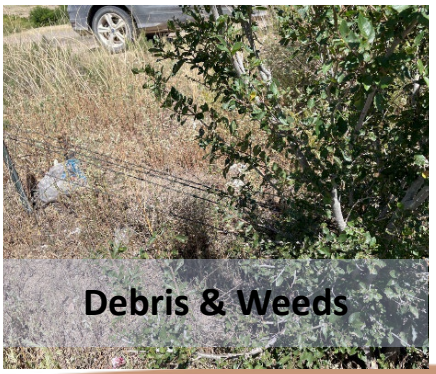
Blighting Factor (d) - Unsanitary/Unsafe Conditions

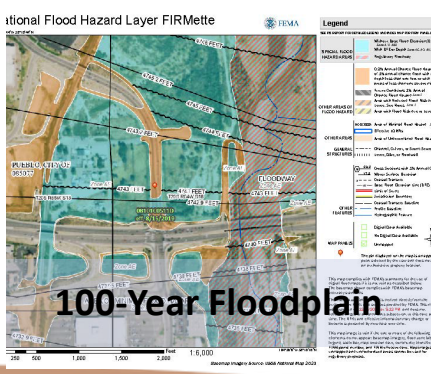


Pueblo County Parcels 2024
Dillon Drive Survey Area
BF4 Unsafe/Unsanitary Conditions



PIONEER DEVELOPMENT COMPANY





100-Year Floodplain

Factor (e) – Deterioration of Site or Other Improvements

Description:

This factor considers conditions of the site or its infrastructure. It is similar to factor two (2) and four (4), in that it focuses on the deterioration of exterior elements, and/or the current condition of public infrastructure. A visual deterioration of exterior elements, or a decline of public infrastructure, are examples of this factor. Private land and/or structures that have fallen into disrepair or are damaged also exhibit this factor. Conditions that would justify the inclusion of this factor in an area may include:

- Poor condition of streets or sidewalks
- Signage, such as billboards, that has fallen into disrepair
- Neglected Landscaping
- Damaged or missing public utilities
- Abundance of trash, debris or noxious weeds.

Findings

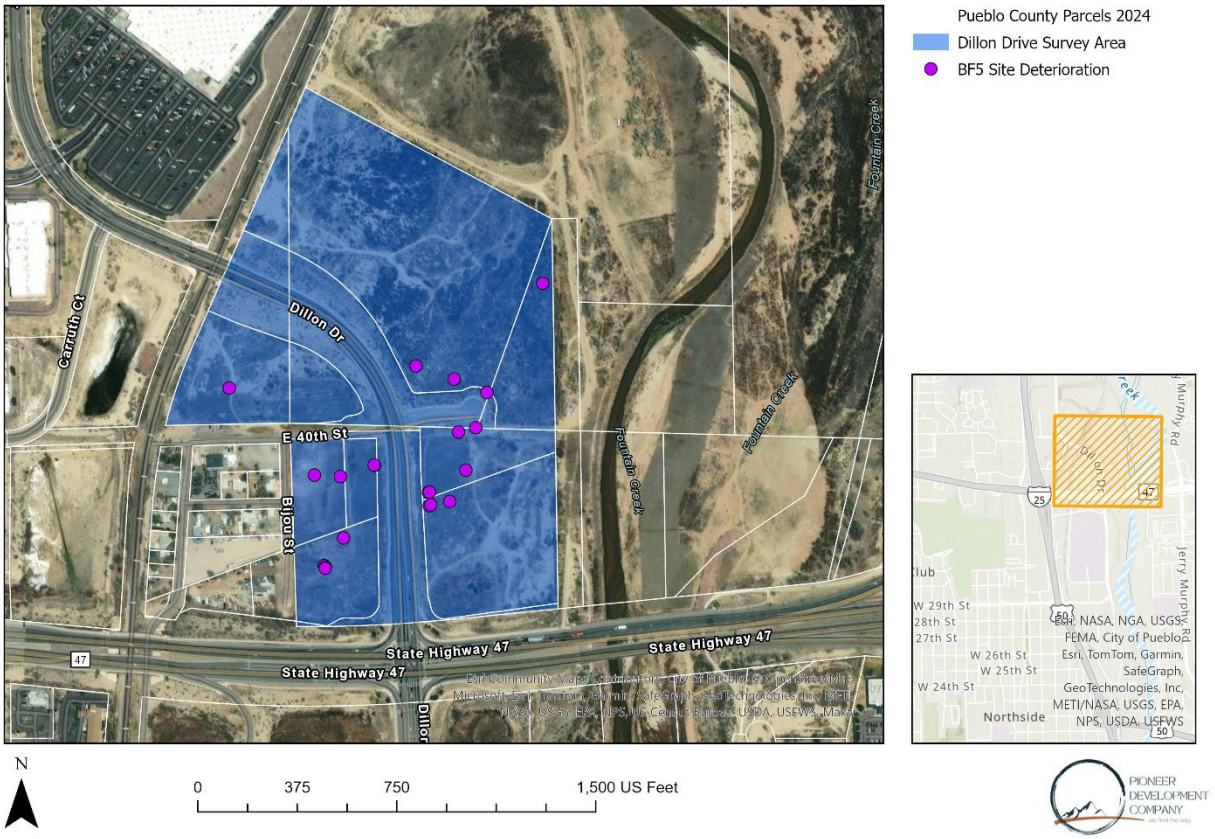
This factor includes conditions that contribute to a negative perception throughout the survey area. These conditions may include deteriorating outside elements such as signage, trash and debris, neglected landscaping, and missing public infrastructure. Many of these conditions were also identified in Factor 1 and Factor 4.

Neglected landscaping and missing public utilities were evident in the study area and highlight the presence of this factor. The survey area exhibits neglected landscaping, as evidenced by the deteriorating fencing, trash and debris piles, and overgrown weeds. Public utilities such as water and sewer infrastructure are missing, as mentioned in Factor 4. Streets that have fallen into disrepair also exhibited weeds growing through cracks in the asphalt or overgrowing the ROW.

Sign disrepair was present in the survey area on multiple parcels with dilapidated 'for sale' signs. The signs have evidence of weathering, peeling paint, and neglect.

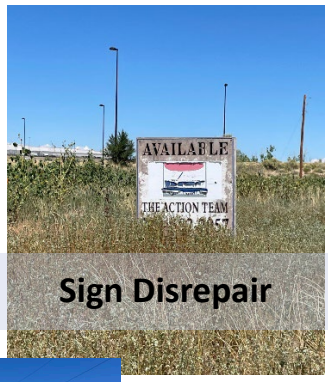
The combination of signage disrepair, neglected landscaping, damaged or missing public utilities, and trash, debris, and weeds in the survey area justified this blighting factor's inclusion.

Blighting Factor (e) - Site Deterioration



Damaged Utility

No Landscaping



Sign Disrepair

Site Deterioration

Poor Street Conditions

Factor (f) – Unusual Topography or Inadequate Public Improvements or Utilities

Description:

This factor refers to unusual topography or lack of public infrastructure that have the effect of arresting sound development in a study area. Areas that exhibit steep grades which cause development to be incompatible or unprofitable would fall under this factor. Properties that are lacking public infrastructure, or are served by deteriorating public infrastructure, would also fall under this factor. This factor shares aspects of factors two (2), four (4) and five (5). Conditions that justify the inclusion of this factor in an area may include:

- Steep slopes or unusual terrain
- Overhead utilities in need of repair
- Deteriorating parking lots, street surfaces, sidewalks
- Poor storm water drainage facilities
- Lack of central sewer or water
- Lack of internal street network
- Broken or inadequate street lighting

Findings

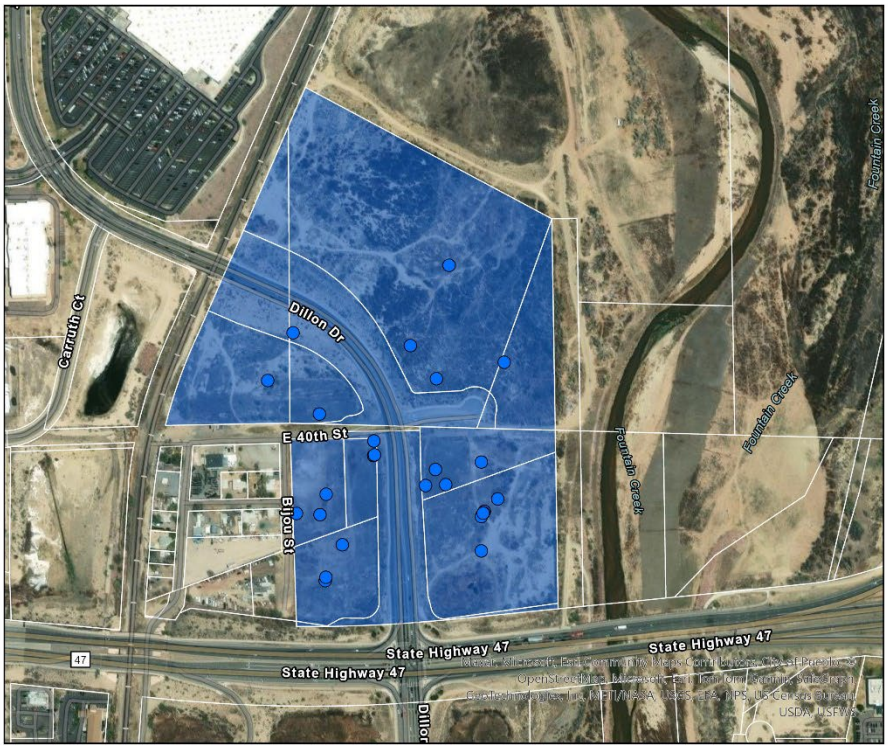
Blighting factors two (2), four (4) and five (5) identified conditions that also underscore the presence of blighting factor six (6) within the survey area. Inadequate public improvements or infrastructure, such as the missing road networks in factor two (2), and missing stormwater facilities identified in factor four (4) also serve as examples of blighting factor six (6).

The survey area has varying topography which is especially apparent in the areas abutting Dillon Drive. The large parcel in the survey's northern limits experiences a signifcant depression from the roadway, so much so that substantial grading and stormwater infrastructure will be required for future development. This undulating topography was also exhibited in southern parcel to the east of Dillon Drive and along parcels adjacent to Fountain Creek. The terrain of the entire survey area is at a lower level than Dillon Drive and Highway 47, which explains why this area falls within the 100-year floodplain.

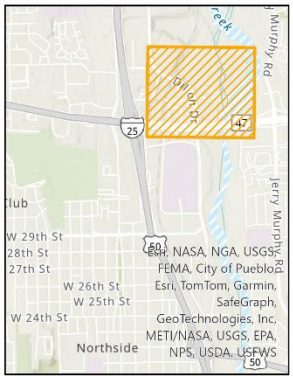
In addition to steep slopes, the area is missing public infrastructure necessary for redevelopment. These vanant properties are large in terms of acreage, and central services and roadways will need to be extended in order to activate the properties. Extending these services will be challenging on account of the steep and varied infrastructure. The floodplain also presents development challenges for extending this infrastructure.

The presence of each of these conditions justifies this blighting factor's inclusion.

Blighting Factor (f) - Topography and Infrastructure



Pueblo County Parcels 2024
Dillon Drive Survey Area
BF6 Topography and Infrastructure



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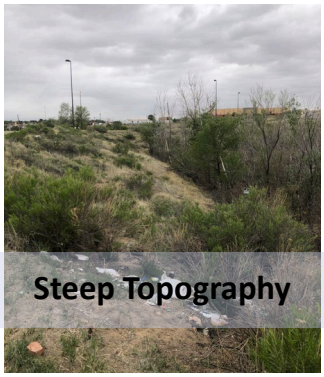
PIONEER DEVELOPMENT COMPANY



Factor (j) – Environmental Contamination of Buildings or Property

Description:

This factor refers specifically to the environmental contamination of buildings or property. In this regard, it shares many similarities with factors four (4) and eight (8). Conditions that would justify the inclusion of this factor in an area may include:

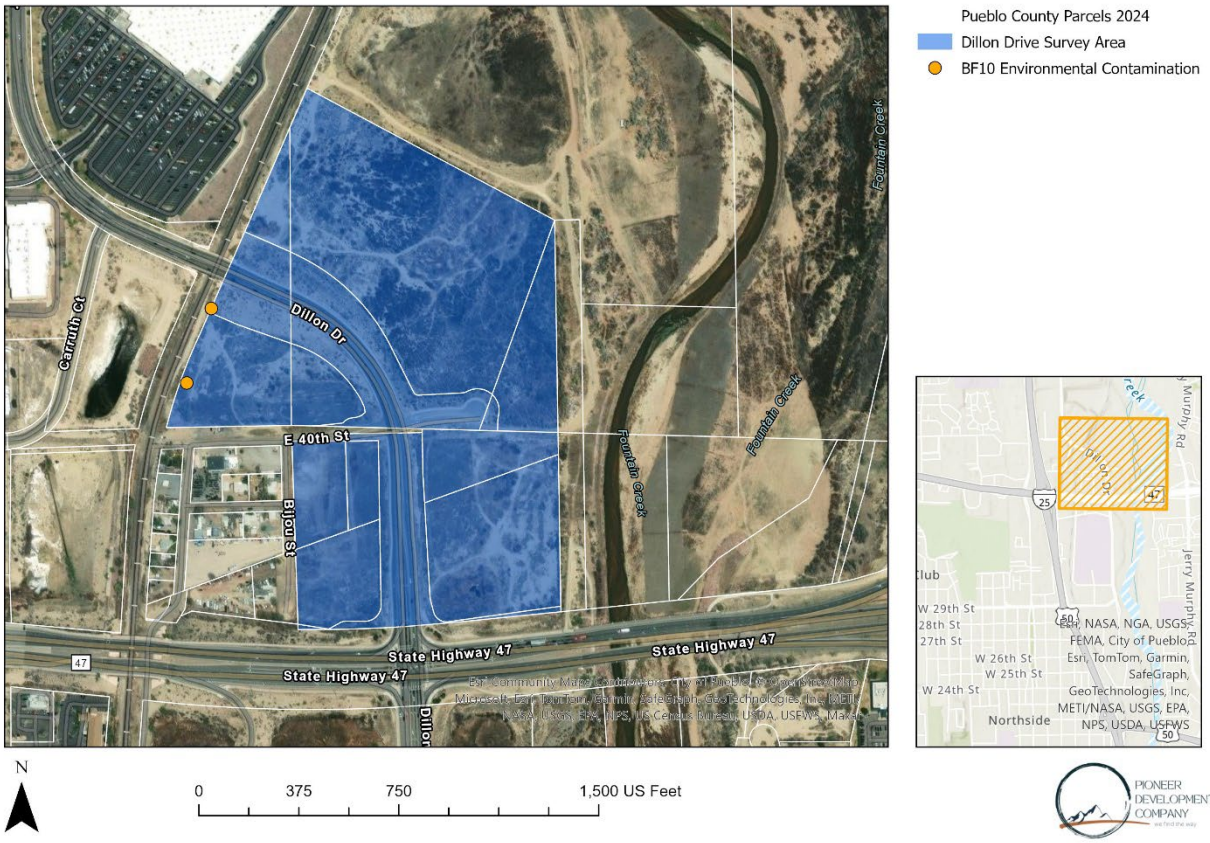
- The presence of hazardous materials in buildings or property

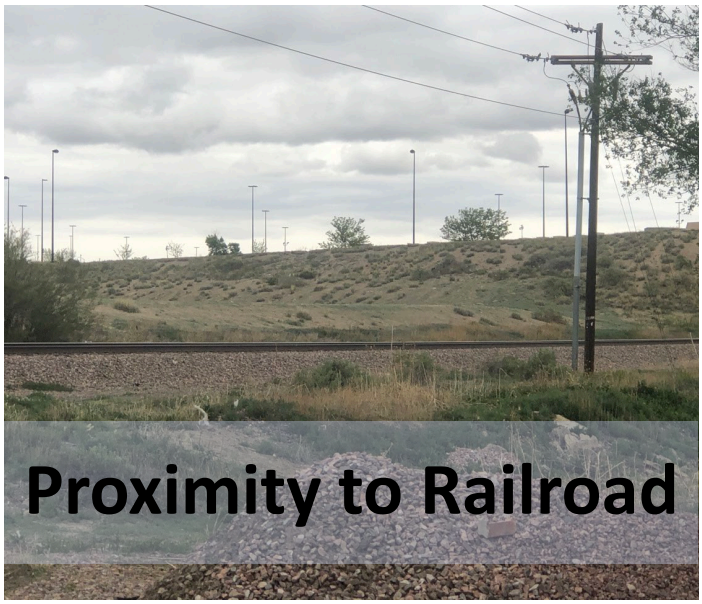
Findings

The Plan area includes a feature that yields a propensity for environmental contamination. The feature is a railroad corridor that transects the Plan area's western boundary. Railroad lines can contaminate surrounding soils with hazardous materials. Railroad operations often lead to the presence of Recognized Environmental Contaminants (RECs) through various means, including contaminants such as creosote, metals and petroleum products. There is also a propensity for soil contamination to occur from debris/spills associated with railroad activity. This contamination can be the result of years of use, spills, or former maintenance of the lines. The soil contamination may require remediation efforts along the rail line, which can complicate future development within the area. The presence of a railroad is often enough evidence to warrant the inclusion of this factor, even without Phase 1 or Phase 2 Environmental Site Assessments.

These potential contaminants present challenges for redeveloping the properties adjacent to the rail corridor. Remediation efforts for contaminated soil can be costly and time-consuming, impacting project timelines and budgets. Additionally, depending on the severity of the contamination, the developer may be required to implement specific mitigation strategies during construction to protect workers and future residents. Therefore, Phase 1 and Phase 2 Environment Site Assessments are advisable before development commences. These tests will determine the extent of the blighting factors and whether a remediation plan is necessary.

Blighting Factor (j) - Environmental Contamination





Factor (k.5) – The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

Description:

This factor references a broad category of health, safety and welfare factors. The common conditions for this factor to be present are instances where high levels of municipal service are required, substantial physical underutilization of property is exhibited, or high levels of vacancy are common. Vacancy can include land, buildings, or tenancy. This factor shares similarities with many of the factors on this list. Conditions that would justify the inclusion of this factor in an area include:

- Numerous vacant buildings or property throughout the area
- Evidence of underutilized buildings
- Underutilized or vacant sites
- Broken or inadequate street lighting

Findings

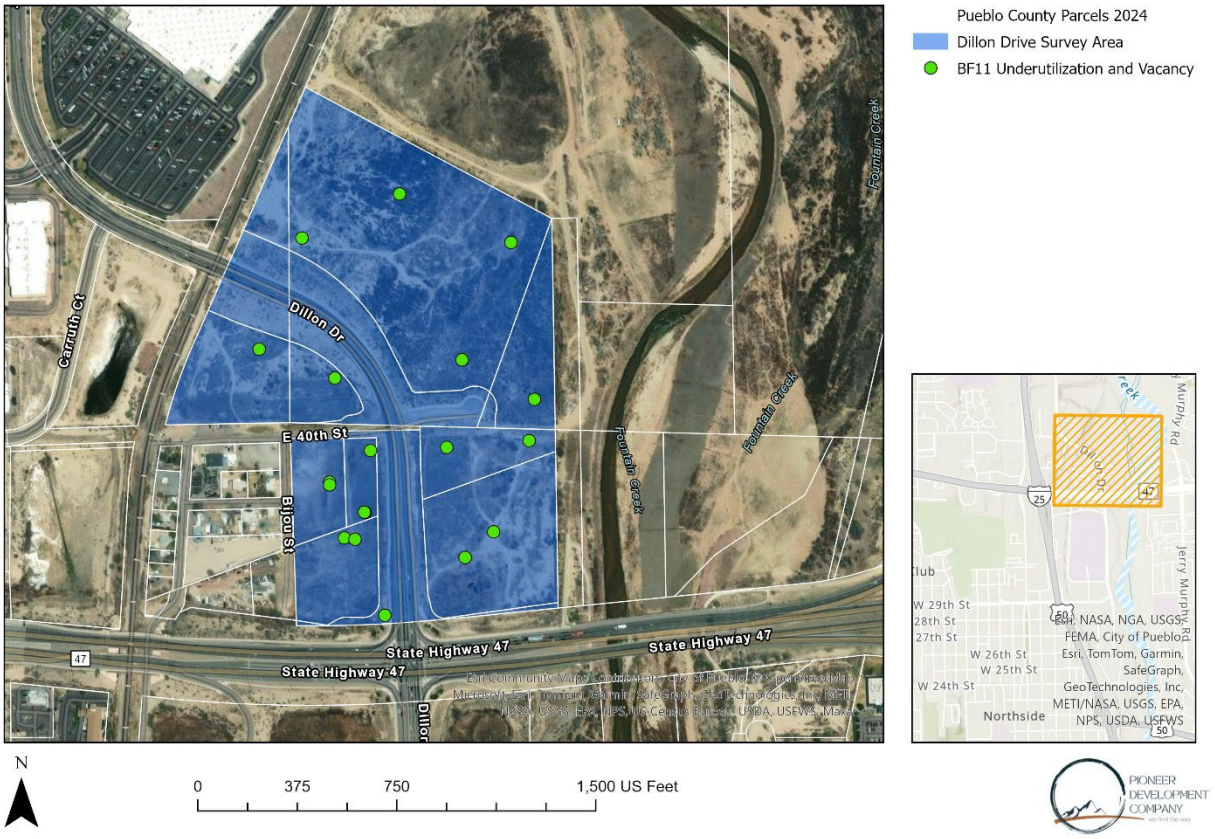
The survey area is characterized by vacant and underutilized parcels throughout its ~46.5 acres. This vacancy and underutilization are conditions that fall under Blighting Factor k.5.

Each of the 14 parcels in the survey area are vacant and underutilized. The parcels have been vacant for an extended amount of time which has allowed noxious weeds to grow and trash to be dispersed throughout. The one structure present in the survey area is vacant and underutilized which has further progressed its dilapidation and disrepair.

It should be noted that this vacancy is unique to the surrounding area. Development is occurring adjacent to the proposed Plan area, and also to the southwest. The fact that development is occurring around this survey area indicates that the market would support development in this location. Dillon Drive also represents a major infrastructure improvement, with four lanes separated by an island within the survey area. This infrastructure is designed in a way that anticipates development, but at the moment, it appears oversized and out of place. The surrounding development pressure and presence of large arterials highlight the fact that blighting factors are arresting sound development from occurring in this location.

The level of vacancy and underutilization is direct evidence for the inclusion of this blighting factor.

Blighting Factor (k.5) - Underutilization or Vacancy



Conclusion

This Conditions Survey catalogs the presence of statutorily defined blighting factors within the proposed Dillon Drive Urban Renewal Plan area. This report was designed to assist Pueblo URA in determining whether this area is 1) eligible for urban renewal projects and activities, and 2) that the proposed boundary is drawn as narrowly as possible.

This Conditions Survey identified eight (8) blighted area factors as defined by Colorado's Urban Renewal Law, within the City's municipal limits. The presence of eight blighting factors meets the requirements outlined in (C.R.S. 31-25-104), in which at least four blighting factors must be present for that area to be declared "blighted" and therefore eligible to be designated as an Urban Renewal Plan area.

The proposed boundary also meets the statutory recommendation of "being drawn as narrowly as possible". The proposed boundary includes 14 parcels with multiple blighting factors present on each parcel.

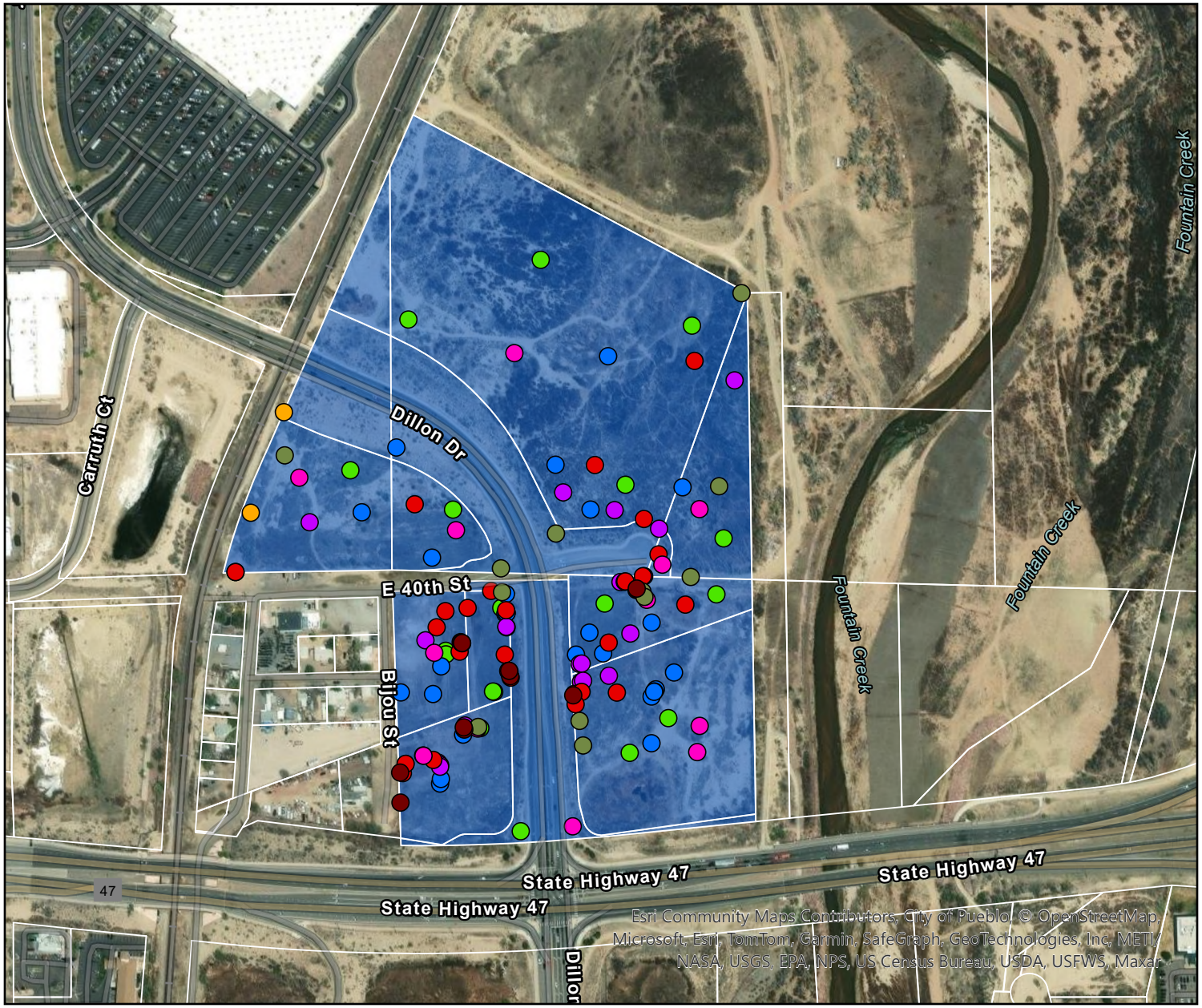
This Conditions Survey finds that the proposed Dillon Drive Urban Renewal Plan area can be declared a "blighted area" as defined by Colorado's Urban Renewal Law and therefore qualifies for urban renewal treatment.

Appendix

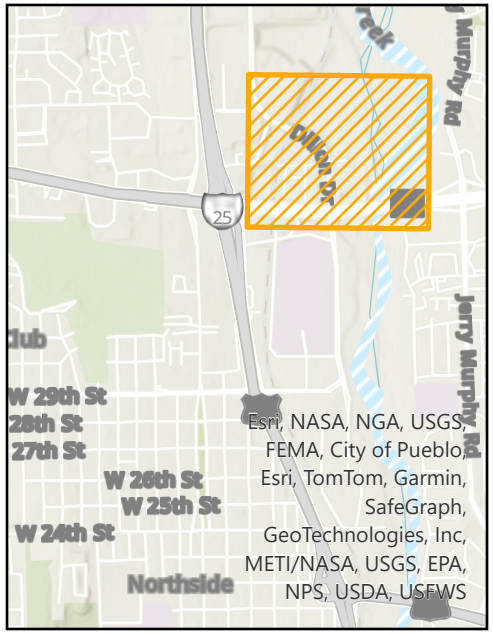
Conditions Survey Maps

FEMA Flood Insurance Rate Map

Conditions Survey - Blighting Factors Map



Pueblo County Parcels 2024
Dillon Drive Survey Area
BF1 Deteriorating Structures
BF2 Defective Streets
BF3 Faulty Lots
BF4 Unsafe/Unsanitary Conditions
BF5 Site Deterioration
BF6 Topography and Infrastructure
BF10 Environmental Contamination
BF11 Underutilization and Vacancy



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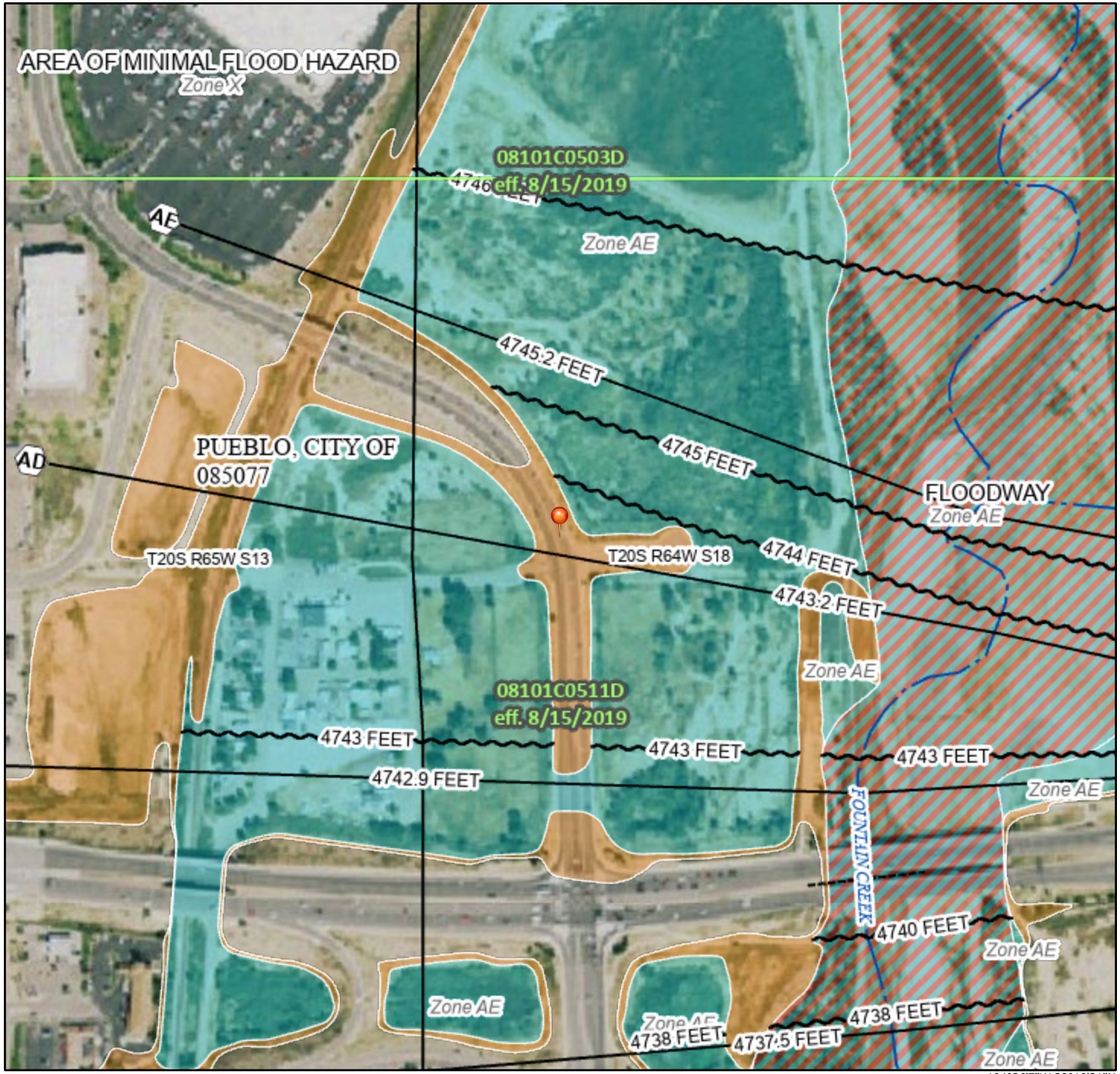
PIONEER DEVELOPMENT COMPANY
we find the way

National Flood Hazard Layer FIRMette

FEMA

104°36'44"W 38°18'50"N



104°36'7"W 38°18'21"N

Feet

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1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 Cross Sections with 1% Annual Chance / Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/25/2024 at 11:58 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

TO: Jerry Pacheco, Pueblo Urban Renewal Authority
Cherish Deeg, Pueblo Urban Renewal Authority
FROM: Andrew Arnold, Pioneer Development Company
DATE: May 4th, 2025

RE: Dillon Drive Urban Renewal Plan Conditions Survey

Dear Jerry and Cherish,

This letter is in reference to the proposed Dillon Drive Urban Renewal Plan and its eligibility for Urban Renewal treatment. This letter's purpose is to affirm that the blighted area factors, as defined by C.R.S. 31-25-103.2, and catalogued in the July 25, 2024 Conditions Survey Study, still exceed the statutory threshold of conditions necessary for the Plan area to be eligible for Urban Renewal Treatment. The proposed Plan area has undergone preliminary development since our July 25th, 2024 Conditions Survey was completed. That development work has mitigated some of the blighted area factors originally catalogued. However, this development commenced under the assumption that PURA and its partnering taxing entities will approve the Dillon Drive Urban Renewal Plan. The development also assumed that this work, which is mitigating blighted area factors, would be reimbursed with tax increment generated by the Dillon Drive Urban Renewal Plan's future development. This letter seeks to explain to which conditions have been successfully mitigated by the developer, and which conditions remain within the proposed Urban Renewal Plan area.

On July 25th, 2024, I submitted a Conditions Survey study to the Pueblo Urban Renewal Authority (PURA) that analyzed statutorily defined blighted area factors within the proposed Dillon Drive Urban Renewal Plan area. This Plan area included ~46.5-acres and, according to the City's Planning Dept., nine (9) parcels. The Conditions Survey identified eight (8) of the eleven (11) statutorily defined factors listed in C.R.S. 31-25-103.2, meaning the Dillon Drive Urban Renewal Plan area is eligible for Urban Renewal treatment. These conditions included: deteriorating structures, inadequate internal street layouts and the need to reconstruct dirt roads serving the area's northern parcels, irregular shaped lots, unsanitary and unsafe conditions, site deterioration, lack of public utilities serving the interior parcels, environmental contamination risks associated with the adjacent railroad lines, and underutilization and vacancy. These eight (8) identified factors exceed statute's four blighted area factor threshold, meaning that the proposed plan area is eligible for Urban Renewal Treatment.

Nearly two years after this study was submitted, the Pueblo Urban Renewal Authority and the City of Pueblo now are seeking to officially establish the Dillon Drive Urban Renewal Plan. I've been asked to submit this letter stating whether the proposed Plan area's blighting factors are still present, and if any are now mitigated, whether the proposed Plan area still qualifies for Urban Renewal treatment.

The Dillon Drive Urban Renewal Plan still qualifies for Urban Renewal treatment. Only one of the eight identified blighting factors identified in 2024 has been mitigated. The development team, by beginning its site work, have removed all deteriorating building improvements within the Plan area. This effectively removes Blighted Area Factor (a), "Slum, Deteriorated, or Deteriorating Structures". This change leaves the proposed Plan area with seven (7) remaining blighted area factors. PDC returned to the site last month and can confirm that all seven factors remain present within the boundaries of the Plan area. As previously stated, the developer is moving forward with site work under the assumption that this Plan will be approved by PURA and its partnering taxing entities. The purpose of the Dillon Drive Urban Renewal Plan is to remediate the remaining blighting factors, and without that Plan and its incentives in place, it is unlikely that the properties in this area can remove these conditions arresting sound development.

If you have any questions or need additional details regarding this opinion, please do not hesitate to reach out to me. Thank you for the opportunity to work with you, PURA, and the Pueblo Community.

Andrew Arnold
Founder | Principal
Pioneer Development Company
Durango, Colorado
856.625.6564
andrew@pioneerdevelopmentcompany.com

REDEVELOPMENT AND REIMBURSEMENT AGREEMENT
(AKN ENTERPRISE, LLC – Dillon Drive Urban Renewal Project)

1.0 PARTIES. The parties to the Agreement dated the 29th day of July, 2025 (the "Agreement") are the PUEBLO URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the "Authority") and AKN ENTERPRISE LLC, a Colorado limited liability company (the "Developer"). The Authority and the Developer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

2.0 RECITALS. The Recitals to the Agreement are incorporated herein by this reference as though fully set forth in the body of this Agreement.

2.1 Capitalized Terms and Exhibits. Unless otherwise indicated, all capitalized terms used in this Agreement are defined in Section 4.0. The following Exhibits are incorporated in and made a part of this Agreement for all purposes.

Exhibit A. Description of the Property.

Exhibit B. Development Proposal.

Exhibit C. Eligible Costs and Eligible Improvements.

2.2 The Urban Renewal Plan. On or about August 25, 2025, the City Council of the City of Pueblo, Colorado (the "City") will consider approving the Dillon Drive Urban Renewal Plan (the "Plan"). Upon approval, the Plan will be carried out by the Authority in cooperation with the City and in furtherance of the objectives of the Colorado Urban Renewal Law (the "Act"). Notwithstanding any language in this or any other agreement, the rights and obligations of the Parties herein shall only be binding and enforceable upon approval of the Urban Renewal Plan.

2.3 The Property and Development Plan. The property described in Exhibit A (the "Property") is owned by the Developer and is included in the proposed Urban Renewal Area described in the Plan. The Developer proposes to redevelop the Property substantially in accordance with Exhibit B (the "Development Proposal") and the provisions of this Agreement. The Developer's motivation and submission of its proposal for redevelopment are directly related to inclusion of the Property in the Urban Renewal Area. All actions by the Parties related to changes in zoning, land use, platting, design and installation of public improvements (including utilities), the Developer's agreements with the City required to carry out the Development Plan, the financing obligations of the Parties, and all other activities and undertakings described in this Agreement and related agreements with the City and other entities are intended to carry out the Urban Renewal Project in accordance with the Act and the Plan.

2.4 Purpose. This Agreement is part of the Urban Renewal Project contemplated by the Act and the Plan and, upon approval of the Plan by the City Council may be submitted to the Pueblo County Assessor by the Authority as evidence of a direct relationship between the Authority's redevelopment efforts and the receipt of property tax allocation revenues described in Section 31-25-107(9) of the Act. The purpose of this Agreement is to (a) combat, prevent, and eliminate conditions of blight in the Urban Renewal Area, including, without limitation, removal of the Property from the flood plain, and otherwise implement and further the purposes of the Act and the Plan; (b) further the policy of the City to provide or preserve gainful employment for citizens of the City; (c) develop, construct, preserve, and improve the quality of public and private improvements in the Urban Renewal Area; (d) afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise; and (e) accomplish redevelopment of the Property by facilitating the construction of the Improvements. Such Improvements are expected to further the purposes and goals of the Plan and Urban Renewal Project.

3.0 TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as set forth in this Agreement.

4.0 DEFINITIONS. Unless a different meaning clearly appears from the context, the following definitions apply to capitalized terms in this Agreement.

"Act" means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31 of the Colorado Revised Statutes.

"Agreement" means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to the Agreement unless otherwise qualified.

"Authority" means the Party identified in Section 1.0, and its successors and assigns.

"Base Value" means the base assessed value of taxable property in the Urban Renewal Area for determining Pledged Property Tax Increment Revenue each year during the Term as calculated and adjusted by the Pueblo County Assessor in accordance with the Act and applicable regulations of the Property Tax Administrator of the State of Colorado. The Base Value for this Urban Renewal Area is expected to be approximately $27,354 established as of the base year for such calculation, 2025.

"Certificate of Occupancy" shall have the same meaning as set forth in the Pueblo Municipal Code.

"City" means the City of Pueblo, Colorado.

"Commence Construction" or "Commencement of Construction" means the visible commencement by the Developer of actual physical construction and operations on the Property for the installation of any Eligible Improvements or, without limitation, obtaining all required permits and licenses and installation of a permanent required construction element, such as a caisson, footing, foundation or wall.

"Complete Construction" and "Completion of Construction" mean (a) for the Private Improvements, the issuance of a Certificate of Occupancy by or on behalf of the City so that the Private Improvements described in such certificate may open for permanent occupancy and utilization for their intended usage; (b) for the Public Improvements construction acceptance by the City (or other entity having jurisdiction), subject to conditions of maintenance and warranty.

"Default" means a default or breach of this Agreement as set forth in Section 11.0.

"Developer" means the Party identified in Section 1.0 and any successor or assign approved in accordance with Section 6.6.

"Development Proposal" means, as a necessary part of the Urban Renewal Project, the concept for redevelopment of the Property and construction of the Improvements described in Exhibit B.

"Eligible Costs" means the reasonable certified and approved costs of the Eligible Improvements paid by the Developer for the Eligible Improvements, including reasonable soft costs. Cost overruns or cost savings in any of the line items listed in Exhibit C can be transferred to any other line item but Eligible Costs shall not exceed $18,764,456. Notwithstanding the foregoing, the Authority shall at all times during the Term have the unqualified right to issue bonds or other debt to pay such certified and approved Eligible Costs on terms and conditions as it may deem to be in the public interest.

"Eligible Improvements" means those improvements listed in Exhibit C the Eligible Costs of which are to be reimbursed to the Developer subject to the terms of this Agreement.

"Improvements" mean all the improvements that the Developer (or approved assignees) is required to construct under this Agreement.

"Party" or "Parties" means the Authority or the Developer or both and their successors and assigns.

"Plan" means the urban renewal plan described in Section 2.2.

"Pledged Property Tax Increment Revenue" means seventy-five percent (75%) of the amount of property tax increment revenue allocated to and received by the Authority each year during the Term in accordance with Section 31-25-107 (9)(a)(II) of the Act from the ad valorem tax levy of the taxing bodies that levy in the Urban Renewal Area in excess of the Base Value but not including (a) a one-time reimbursement of $40,000 to pay the costs of surveys, studies, plans, agreements, and approval documents incidental to approval of the Plan; (b) any amounts payable to such taxing bodies pursuant to the TIF Agreements, (c) any offsets or reserve funds required to pay taxpayer refunds by Sections 31-25-107(9)(a)(III) and 107(9)(b) of the Act and (d) any administration and collection fees charged by the Pueblo County Assessor or Treasurer. The above withheld percentage of tax increment revenue shall be used by the Authority each year during the Term to pay the reasonable and necessary costs to administer the Urban Renewal Project and carry out its duties under the Act.

"Private Improvements" means those improvements constructed on the Property that are subject to the imposition of ad valorem property taxes that produce the Tax Increment Revenue, including the Pledged Property Tax Increment necessary to pay Eligible Costs

"Property" means the real property described and depicted in Exhibit A.

"Public Improvements" means the public improvements required to serve the Property and Private Improvements and dedicated or otherwise transferred to the City or other public entity for operation and maintenance.

"Reimbursement Obligation" means, subject to compliance with this Agreement, including, without limitation, the condition precedent in Section 5.4, the obligation of the Authority to reimburse the Developer for Eligible Costs from the Pledged Property Tax Increment Revenue during the Term in accordance with this Agreement.

"Special Account" means the account established by the Authority into which shall be deposited the Pledged Property Tax Increment Revenue when and as received by the Authority.

"Special Fund" means the fund described in Section 107(9)(a) of the Act into which the Authority will deposit the property tax increment revenue paid to the Authority by the Pueblo County Treasurer from the Urban Renewal Area during the Term.

"Term" means the first to occur (a) payment of the Reimbursement Obligation, or (b) for Pledged Property Tax Increment Revenue, expiration of the time the Authority is authorized to receive that revenue pursuant to the Act and the Plan, which is December 31, 2051, or tax year 2050.

"TIF Agreements" means, collectively, agreements entered into by the Authority and each taxing body that levies property taxes in the Urban Renewal Area pursuant to the requirements of House Bill 15-1348 enacted in 2015, as amended to date.

"Urban Renewal Area" means all the area of real property, including public right of way within the boundaries described and delineated in the Plan.

"Urban Renewal Project" shall have the same meaning as described in the Act and the Plan. All activities and undertakings pursuant to this Agreement are part of and in furtherance of the Urban Renewal Project.

5.0 CONDITIONS PRECEDENT. This Agreement and the respective obligations of the Parties under this Agreement are conditioned upon the following events, each of which must be satisfied or waived by both Parties on or before the date specified for each event.

5.1 Approval of the Plan. The City Council must approve the Plan on or before September 30, 2025.

5.2 Developer Financing. The Developer must be able to obtain or otherwise demonstrate availability of the Developer Financing for the Eligible Improvements in accordance with Section 6.1 on or before October 15, 2025.

5.3 Approvals and Permits. After commercially reasonable attempts to do so, the Developer must obtain all required approvals and permits and shall Commence Construction of the Eligible Improvements on or before November 1, 2025.

5.4 Flood Plain Requirements. Notwithstanding any other provision of this Agreement, the Authority shall not be required to reimburse the Developer for any Eligible Cost whatsoever, unless and until the Property has first complied with requirements necessary for Commencement of Construction in the 100-year flood plain. The Developer agrees to comply with and require any transferee of any part of the Property to agree in writing to comply with any applicable Letter of Map Relief ("LOMR") from FEMA and City requirements for development in the flood plain, including, without limitation, providing the City with necessary elevation certificates confirming compliance with applicable development requirements.

5.5 Failure of Conditions; Termination. If each and every of the foregoing conditions precedent have not been satisfied or waived in writing by the Parties on or before the respective dates (or any written extension of such dates executed by the Parties) listed for each event, either Party may terminate this Agreement by giving written notice to the other. Thereafter this Agreement will terminate and become null and void and of no effect within thirty (30) days after receipt of such notice of termination unless the Parties have otherwise agreed in writing. Upon such termination no action, claim or demand may be based on any term or provision of this Agreement, and each Party shall pay its own costs and expenses related to this Agreement. In addition, the Parties agree to execute a mutual release, or other instruments reasonably required to effectuate and give notice of such termination and to accomplish the terms hereof.

6.0 OBLIGATIONS OF THE DEVELOPER. Unless this Agreement has been terminated in accordance with Section 5.5, the Developer shall have the following obligations under this Agreement.

6.1 Developer Financing. The Developer agrees to use commercially reasonable efforts to obtain the necessary financing to construct the Eligible Improvements necessary for Commencement of Construction on the Property (the "Developer Financing") and obtain the Authority's approval of such financing on or before the date specified in Section 5.2. It is agreed by the Parties that the Authority's Reimbursement Obligation and the right of the Developer to receive payment of Eligible Costs when and as required is a necessary component of the Developer Financing. The Parties agree to cooperate with one another in obtaining the Developer Financing by providing one another with such information, certifications, assurances, opinions and by amending or modifying agreements, including this Agreement, as may be reasonably required in connection with such financing, provided, that neither Party shall be required to make amendments or modifications that substantially or materially change the rights or obligations of the Parties under this Agreement.

6.2 Construction of Improvements. All construction required by this Agreement shall comply with all applicable ordinances and requirements of the City, including, without limitation, those related to removal of the

Property from the existing flood plain. The Developer agrees to obtain all approvals required to obtain the required permits and Commence Construction of the Eligible Improvements on or before the date specified in Section 5.3 and Complete Construction or cause completion of the Eligible Improvements on or before January 1, 2028.

6.3 Cost Certification. Eligible Costs shall be documented and certified by the Developer as set forth in this Section 6.3. All applications for approval of Eligible Costs shall include a certificate signed by the Developer's general contractor and an authorized representative of the Developer. The certificate shall state that the information contained therein is true and accurate to the best of each individual's information and belief and, to the best knowledge of such individual, qualifies as Eligible Costs. Such submissions shall include copies of backup documentation supporting the listed cost items, including bills, statements, pay request forms from first-tier contractors and suppliers, conditional lien waivers, and copies of each check issued in payment of such costs. Such certification shall include a statement that the Eligible Costs included in the certificate were actually incurred and have not been previously reimbursed. Statements for certification and payment of Eligible Costs shall not include advance payments of any kind for unperformed work or materials not delivered and stored on the Property.

6.4 Insurance. At all times while the Developer is engaged in preliminary work on the Property or adjacent streets and during the period from the Commencement of Construction until Completion of Construction of the Improvements, the Developer shall carry, or cause its general contractor to carry, and, upon request, will provide the Authority with proof of payment of premiums and certificates of insurance as follows:

6.4.1 Builder's risk insurance (with a deductible not to exceed $25,000.00) in an amount equal to 100% of the replacement value of the Improvements at the date of Completion of Construction.

6.4.2 Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) and umbrella liability insurance with a combined single limit for both bodily injury and property damage of not less than $1,000,000.00. Such insurance may carry a deductible in an amount not to exceed $10,000.00 per claim for property damage and $10,000.00 per claim for employee benefits.

6.4.3 Worker's compensation insurance, with statutory coverage, including the amount of deductible permitted by statute.

All such insurance policies shall be issued by responsible companies selected or approved by the Developer, subject to the reasonable approval of the Authority and the City, if required. The Developer shall deliver to the Authority and the City policies or certificates evidencing or stating that such insurance is in force and effect. Each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and to the Authority and the City at least 30 days before the date the cancellation or modification becomes effective and shall name the Authority and the City as additional insureds, specifying that the insurance shall be treated as primary insurance.

6.5 Indemnification. The Developer will defend, indemnify, assume all responsibility for and hold harmless the City, the Authority, members of City Council, Authority Board members, and their officers and employees (including, without limitation, for attorney fees and costs) from all claims or suits for and damages to property and injuries to persons, including accidental death, that may be caused by any of the construction activities under this Agreement, whether such activities are undertaken by the Developer or anyone directly or indirectly employed by or under contract to the Developer and whether such damage shall accrue or be discovered or after termination of this Agreement.

6.6 Damage Repair. Notwithstanding any language in any agreement to the contrary, prior to Completion of Construction of the Improvements, the Developer shall repair any damage to improvements, including public improvements located outside of the boundary lines of the Property, caused by the Developer (or contractors, agents, employees, or other parties acting for or on the behalf of the Developer) during construction of the Improvements, including, without limitation, damage to public streets and rights of way. Damage must be

identified or waived in writing by authorities having jurisdiction prior to approval by the Authority that Developer is eligible for a certificate of occupancy. The Developer shall not be deemed to have achieved Completion of Construction unless and until all such repairs have been completed and approved by the Authority, and the City.

6.7 Restrictions on Assignment and Transfer. Until Completion of Construction, the Developer shall not assign all or any part of or any interest in this Agreement or the Property or the right to receive the Pledged Property Tax Increment Revenue, without the prior written approval of the Chair and Executive Director of the Authority, which approval shall not be unreasonably denied, withheld, or delayed. If construction of Private Improvements is undertaken in phases or by an approved transferee, upon Completion of Construction related to such approved transfer or phase, the restrictions on assignment and transfer herein shall no longer apply. Following Completion of Construction, the Developer or any approved transferee is free to transfer or assign the Property and the right to receive the Pledged Property Tax Increment Revenue, together or separately, without the consent of the Authority. The granting of a mortgage by the Developer for purposes of financing the Completion of Construction shall not constitute an assignment or transfer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein. Approval of a transfer by the Authority shall not relieve the Developer of its obligations hereunder unless the Authority agrees in writing. The Authority shall not be obligated to approve any assignment or transfer that separates the obligation to construct any part of the Eligible Improvements from the right to be reimbursed for the Eligible Costs of such Eligible Improvements.

6.8 Ad Valorem Property Taxes. The Parties agree that the Authority's willingness to enter into this Agreement is based on the projected assessed value of the Property after construction of the Private Improvements.

6.9 Access to Property. Prior the Completion of Construction, the Developer shall permit representatives of the Authority, and the City access to the Property and the Improvements at all reasonable times that they deem necessary for the purpose of carrying out or determining compliance with the Agreement, the Plan, or any City code or ordinance, including, without limitation, inspection of any work being conducted on thereon. No charge or compensation in any form will be payable for the access provided in this section, except that any party shall indemnify and hold harmless the Developer for any loss or damage or claim for loss or damage (including reasonable legal fees) resulting from any such entrance and inspection.

7.0 OBLIGATIONS OF THE AUTHORITY. The Reimbursement Obligation of the Authority is to reimburse the Developer for actual certified Eligible Costs of the Eligible Improvements from Pledged Property Tax Increment Revenue during the Term. Cost savings in one category of the list on Exhibit C may be applied to cost overruns in another category.

7.1 Special Account; Annual Payments. Subject to the provisions of this Agreement, during the Term, within thirty (30) days after receipt, the Authority agrees to establish, make deposits of Pledged Property Tax Increment Revenue into and make disbursements from a separate account of the amounts required to make each year's Reimbursement Obligation payment (the "Special Account"). During the Term, the annual payments constituting that year's installment of the Reimbursement Obligation shall be due and payable on or before December 1 of each year. No interest of any kind shall be charged or paid as part of the Reimbursement Obligation.

7.2 Amounts Payable. During the Term, the Reimbursement Obligation shall be payable solely from Pledged Property Tax Increment Revenue as defined herein.

7.3 Nature of the Reimbursement Obligation. The Authority hereby irrevocably pledges the Pledged Property Tax Increment Revenue to payment of the Reimbursement Obligation. The Pledged Property Tax Increment Revenue, when and as received by the Authority shall be subject to the lien of such pledge without any physical delivery, filing, or further act. The Authority shall transfer the amounts in the Special Account as specified in this Agreement. The Authority shall keep, maintain, and apply the Pledged Property Tax Increment Revenue as required to payment of the Authority's Reimbursement Obligation. The Authority's Reimbursement Obligation established by this Agreement is and shall be an obligation of the Authority pursuant to Section 31-25-107(9),

C.R.S. The Authority has elected to apply the provisions of Section 11-57-208, C.R.S., to this Agreement. Creation, perfection, enforcement and priority of the pledge of the Pledged Property Tax Increment Revenue as provided herein shall be governed by Section 11-57-208, C.R.S. and this Agreement. The lien of such pledge on the Pledged Property Tax Increment Revenue and the obligation to perform the contractual provisions made herein shall have priority over any of all other obligations and liabilities of the Authority with respect to the Pledged Property Tax Increment Revenue.

7.4 Books and Accounts. The Authority will keep, or cause to be kept, proper and current book and accounts in which complete and accurate entries shall be made of the amount of Pledged Property Tax Increment Revenue received by the Authority and the amounts deposited into and paid out from the Special Account.

7.5 Inspection. All books, records and reports (except those required by applicable law to be kept confidential) in the possession of the Authority relating to the Pledged Property Tax Increment Revenue, allocation of such revenue to the Special Account, including the books and records described in Section 7.4, shall at all reasonable times be open to inspection by the Developer.

8.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if delivered in person, by prepaid overnight express mail or reputable overnight courier service, by certified mail or registered mail, postage prepaid return receipt requested, addressed to the Party to whom such notice is to be given at the address set forth in the signature page below, or at such other address as has been previously furnished in writing, to the other Party.

9.0 DELAYS. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, pandemics, labor disputes, accidents, regulations or order of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, that are beyond the control of such Party.

10.0 DEFAULT. Time is of the essence, subject to Section 10.0 above. If any payment or any other material condition, obligation, or duty is not timely made, tendered, or performed by any Party, then any non-defaulting Party may seek any remedy available at law or in equity, including damages; provided, however, damages, if any, recoverable by the Developer shall be limited only to the amounts payable under this Agreement when and as received by the Authority. No special, consequential, or punitive damages shall be payable for any default under this Agreement.

11.0 SECTION CAPTIONS. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

12.0 ADDITIONAL DOCUMENTS OR ACTIONS. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

13.0 AMENDMENT. This Agreement may be amended only by an instrument in writing signed by the Parties.

14.0 WAIVER OF BREACH. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement must be in writing and shall not operate or be construed as a waiver of any subsequent breach by any Party.

15.0 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado and venue for any litigation shall be in the district court in and for Pueblo County, Colorado.

16.0 BINDING EFFECT. This Agreement shall insure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

17.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute by one and the same instrument.

18.0 NO THIRD-PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto.

19.0 NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

20.0 MINOR CHANGES. The Parties executing this Agreement are authorized to make non-substantive corrections to this Agreement and attached exhibits, if any, as the Parties mutually consider necessary.

21.0 DAYS. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to Section 24-11-101(1), C.R.S., such day shall be extended until the next day on which such banks and state offices are open of the transaction of business.

22.0 GOOD FAITH OF PARTIES. In the performance of this Agreement of in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

23.0 PARTIES NOT PARTNERS. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint ventures, and no Party shall be responsible for any debt or liability of any other Party.

24.0 NONLIABILITY OF OFFICIALS, AGENTS AND EMPLOYEES. No council member, board member, commissioner, official, employee, consultant, attorney or agent of the Authority or the City shall be personally liable to the Developer under the Agreement or in the event of any default or breach by the City or Authority or for any amount that may become due to the Developer under the Agreement.

25.0 CONFLICTS OF INTEREST. None of the following shall have any personal interest, direct or indirect, in the Agreement: A member of the governing body of the Authority or of the City; an employee of the Authority or of the City who exercises responsibility concerning the Plan or this Agreement. None of the above persons or entities shall participate in any decision relating to the Agreement that affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

26.0 ANTIDISCRIMINATION. The Developer, for itself and its successors and assigns, agrees that in the construction of the Improvements provided for in the Agreement and in the use and occupancy of the Property and the Improvements, the Developer will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, disability, marital status, sexual orientation, ancestry, or national origin.

27.0 GOVERNMENTAL IMMUNITY. The Authority, its officers and employees are relying on and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., as amended, or otherwise available to the Authority and its officers and employees.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names as of the day first above written.

ATTEST:

Secretary

THE PUEBLO URBAN RENEWAL AUTHORITY

VICE- Chairperson
115 E. Riverwalk, Suite 410, Pueblo, CO 81003

AKN ENTERPRISE, LLC
A Colorado Limited Liability Company

Name: Avik Amin
Title: Member-Manager
4308 St. Andrews Dr.
Pueblo, CO 81001

EXHIBIT A – Property Description

The area described in the Dillon North Subdivision, according to the plat thereof, including all interior and adjacent streets and public rights of way, City of Pueblo, County of Pueblo, State of Colorado.

EXHIBIT B – Development Proposal

The development plan includes eight building envelopes for commercial development and two conceptual commercial uses, including a medical office building, two convenience stores, a tire/auto repair shop, quick service retail, a car wash, a coffee kiosk, a grocer, and two freestanding retail buildings. No residential development is proposed.

The new building area is projected to total 104,600 square feet, including approximately 80,600 square feet of retail tax producing uses. There will be three phases of development and construction.

(a) The first phase will include all property east of Dillon Drive with construction starting in October 2025.

(b) The second phase will include all property west of Dillon Drive with construction starting in July 2026.

(c) The third phase will include all property north of 40th street with construction starting in July 2027.

Completion of Construction, including all Eligible Improvements will occur by January 1, 2028.

EXHIBIT C – Eligible Improvements and Eligible Costs

The Reimbursement Obligation of the Authority is subject to compliance with Section 5.4, and in no event will the Reimbursement Obligation exceed a total of $18,764,456 for all Eligible Costs.

1.0	**PRELIMINARY STUDIES & ASSESSMENTS**	$ 220,500
	Fountain Creek flood plain study	
	Surveying for design, plat & easements	
	Traffic study	
	Colorado Department of Public Health Water Quality work	
	City of Pueblo Planning & Zoning Commission work	
1.1	**ENGINEERING & PLANS**	$ 320,000
	Preliminary Subdivision Plans	
	Storm Water management plan	
	Drainage Report	
	Utility Plan & Extensions to Main	
	Detention/ Retention Design	
	Off-Site Improvement Plans	
	Final Subdivision Plans	
	Lift station plans	
1.2	**MUNICIPAL & PERMIT FEES**	$ 378,700
	CDOT Coordination & Permitting	
	Civil Engineering Submittal & Coordination	
	Fire Department Submittal & Coordination	
	Lift station permit & review	
	Building permits	
	Interim Finance charges	
	Miscellaneous agency permitting	
1.3	**REPORTS, SURVEYS, MANAGEMENT & INSPECTIONS**	$ 190,800
	Architecture & engineering project management	
	Geotechnical Report	
	Geotechnical inspections & observation	
	As-Built Survey	
	ALTA Survey	
2.1	**ENVIRONMENTAL**	$ 42,100
	Phase 1 & Phase 2, Ground Water, Asbestos Study	
	Additional environmental study	
	Building asbestos removal	
2.2	**SITE WORK**	$ 12,564,500
	SWPPP	
	Demo Ashpalt & Concrete	
	Clear & Grub	
	Demolition of abandoned house	
	Mass grading & earthwork cut & fill	
	Storm water system	
	Directional Boring (two 10" lines 120')	
	Sanitary sewer system	
	Potable water system	
	Lift station	
	Shopping building earthwork	
	Shopping building sitework,parking lot & utilities	
	Medical building earthwork	
	Medical building sitework,parking lot & utilities	
2.3	**SITE IMPROVEMENTS**	$ 3,027,625
	Traffic signals	
	Site concrete	
	Asphalt paving sections	
	Pavement markings & signage	
	Landscape wild grass seed (no irrigation)	
	Retaining wall	
	Perimeter privacy fence	
	Landscaping	
	Building parking lot light poles	
2.4	**BUILDING FIRE & CONVEYANCE**	$ 792,650

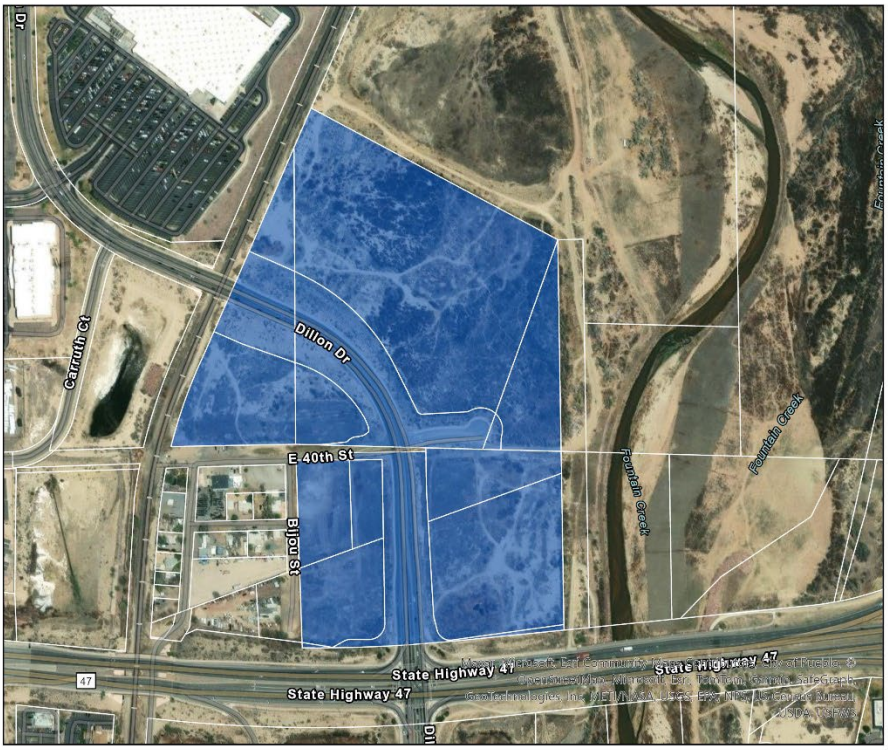
	Medical building elevator , LOT-2, BLOCK-3	
	Medical building fire alarm, LOT-2, BLOCK-3	
	Medical building fire sprinklers, LOT-2, BLOCK-3	
	Shopping building fire alarm, LOT-3, BLOCK-3	
	Shopping building fire sprinklers, LOT-3, BLOCK-3	
	Sub Total	$ 17,536,875
	7% Contingency	$ 1,227,581
	Total Costs	**$ 18,764,456**

Dillon Drive Urban Renewal Plan

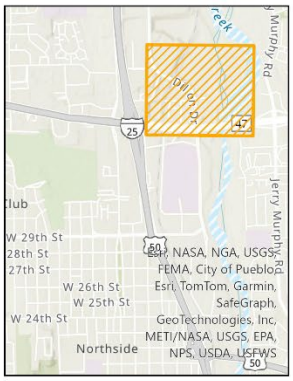
June 30, 2025

Prepared by:
Pioneer Development Company,
Pueblo Urban Renewal Authority (PURA)

Dillon Drive Urban Renewal Plan



Pueblo County Parcels 2024
Dillon Drive Survey Area



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0 375 750 1,500 US Feet

PIONEER DEVELOPMENT COMPANY

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DEFINITIONS

The terms used in this Urban Renewal Plan shall have the following meanings:

Act means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, of the Colorado Revised Statutes.

Area or **Urban Renewal Area** means the area of the City included within the boundaries of this Urban Renewal Plan as depicted in Exhibit A and described in Exhibit B.

Authority means the Urban Renewal Authority of Pueblo, Colorado.

City means the City of Pueblo, Colorado.

City Planning means the Department of Planning & Community Development of the City of Pueblo, Colorado.

Comprehensive Plan means the Pueblo Regional Comprehensive Plan adopted in 2022.

County means Pueblo County, Colorado.

Plan or **Urban Renewal Plan** means this urban renewal plan as it may be amended in the future.

Project or **Urban Renewal Project** means all activities and undertakings described in this Plan.

I. INTRODUCTION

The purpose of this Plan is to implement those provisions of Pueblo's Regional Comprehensive Plan that apply to the Urban Renewal Plan area. The provisions of this Plan are intended to help provide important services to the Area, eliminate and prevent conditions of blight, attract private investment, utilize underdeveloped land, and leverage public investment and funding mechanisms to promote redevelopment and rehabilitation of the area by private enterprise, and, where necessary, provide necessary public infrastructure to serve the Area.

This Urban Renewal Plan has been proposed for consideration by the City Council of Pueblo pursuant to the provisions of the Act. The administration of the Project and the implementation of the Plan shall be the responsibility of the Authority.

II. URBAN RENEWAL AREA BOUNDARY

An Urban Renewal Plan area has been created that includes properties that are within the City of Pueblo's municipal limits. The Area, titled "Dillon Drive Urban Renewal Plan" includes nine (9) parcels bisected by Dillon Drive. These parcels encompass ~33.858 acres and are currently zoned I-2 Industrial District, and S-3 Floodplain District. The subject area is characterized by floodplain, vacant land, unusual topography, deteriorating structures, missing infrastructure, irregularly shaped parcels, and homeless encampments. The Area's characteristics make future development challenging. PURA evaluated this area for Urban Renewal treatment because of the propensity for these characteristics to represent blighted area factors.

III. SUMMARY OF STATUTORY CRITERIA

On July 25, 2024, a conditions survey report was delivered to the Pueblo Urban Renewal Authority that summarized a blight study of the area described as the Dillon Drive Urban Renewal Plan. Relevant conditions were researched, documented, photographed, and compared with the blighted area factors pursuant to the Act. The result of the survey is included in a document entitled "The Dillon Drive Urban Renewal Plan Conditions Survey" (the Conditions Survey) dated July 25, 2024, consisting of 30 pages, related exhibits, a description of existing conditions, and numerous photographs. The Conditions Survey is incorporated herein in its entirety by this reference.

The Conditions Survey found that the following factors listed in the Act are present in the Area and that these conditions qualify the Area as a "blighted area" as defined in the Act:

Conditions Survey – Blighting Factors Catalogued	
Blighted Area Factor # (C.R.S. 31-25-103.2 List Label)	**Definition**
Factor 1 (a)	Slum, Deteriorated, or Deteriorating Structures
Factor 2 (b)	Predominance of Defective or Inadequate Street Layout
Factor 3 (c)	Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness
Factor 4 (d)	Unsanitary or Unsafe Conditions
Factor 5 (e)	Deterioration of Site or Other Improvements
Factor 6 (f)	Unusual Topography or Inadequate Public Improvements or Utilities
Factor 10 (j)	Environmental Contamination of Buildings or Property.
Factor 11 (k.5)	The Existence of Health, Safety, or Welfare Factors Requiring High Levels of Municipal Services or Substantial Physical Underutilization or Vacancy of Sites, Buildings, or Other Improvements

IV. DESCRIPTION OF URBAN RENEWAL PROJECT

This Plan will be implemented as part of a comprehensive program to eliminate and prevent blight in the Urban Renewal Plan Area. The Authority and the City, with the cooperation of private enterprise and other public bodies, will undertake a program to eliminate the conditions of blight identified in the Conditions Survey while supporting Pueblo's Regional Comprehensive Plan, and the Pueblo community's remediation and redevelopment goals. Although there are other adopted Plan's both locally and regionally not listed, the Goals and Policies of these plans are assumed to be subsumed under the Regional Comprehensive Plan.

A. Urban Renewal Plan Goals and the Plan's Relationship to Local and Regional Objectives

Goals of the Plan

1. **Goals of the Plan** – This Plan has been adopted to achieve the following goals in the Area:

a) To alleviate blighting conditions within the Area's boundary.

b) To encourage renewal throughout the Area by attracting additional investment and redevelopment within the Plan.

c) To leverage Tax Increment Financing to assist with the funding of infrastructure and facilities that will help advance the remediation and revitalization goals of the Area.

d) To incentivize and invest in catalytic development that will remediate blighting conditions throughout the Area.

e) To encourage redevelopment within the Area that aligns with the City of Pueblo's future land use designations and zoning districts.

f) To leverage Tax Increment Financing to help attract new commercial investments and development that align with the City's current and future zoning districts within the area.

g) To improve the streetscapes to promote on-street bike and pedestrian travel while also enhancing lighting, sidewalks, pedestrian safety, parking, signage, and landscaping.

h) To improve pedestrian connections within the Plan area.

i) To invest in cultural and community spaces within the Area.

j) To help fund and ensure offsite workforce housing is available for the workers in these new areas.

2. Relationship to Comprehensive Plan

The Plan conforms with and is designed to help implement the Visions, Goals, Policies and Guiding Principles detailed in the Regional Comprehensive Plan, revised and adopted September 2022.

In addition to this conformance, the Plan will remediate blighting conditions and attract development that aligns with the following "Key Themes" and their associated "Issues/Opportunities" outlined in the Regional Comprehensive Plan:

- Access to Services:
  - *Proximity of Commercial Services to Neighborhoods*
  - *Public Infrastructure*
- Economy:
  - *Good Paying Jobs*
  - *Availability of Employment Opportunities*
  - *Quality of Businesses and Services*
- Growth and Development
  - *Overall Appearance and Quality of the Built Environment*
  - *Overall Quality and Condition of Existing Neighborhoods*
  - *Maintenance and Beautification*
- Recreation
  - *Access/Proximity to Walking/Biking Paths and Trails*
- Transportation and Connectivity
  - *Sidewalk Connectivity*
  - *Ease of Travel by Biking*
  - *Ease of Travel by Car*

The following outline details specific "Regional Goals and Policies" in Pueblo's Regional Comprehensive Plan that the Dillon Drive Urban Renewal Plan's remediation of Blighted Area Factors and subsequent attraction of new private investment and development will advance:

a) The Plan will support the Comprehensive Plan's **Guiding Principle 4: "Celebrate Pueblo"**. Specifically, the Plan will help advance **Goals 4. 6.**

Goal 4.6: "Enhance the Appearance of Public Spaces, Rights-of-Way, and Community Gateways" - The Plan will remediate conditions that have prevented new development in a highly visible, high intensity zoned parcel located near Highway 50, Highway 47, and Interstate 25. The Plan will bring higher and better uses to the site and remove unsightly blight from this area of the city.

b) The Plan will support the Comprehensive Plan's **Guiding Principle 5: "A Future Ready Economy and Workforce"**. Specifically, the Plan will help advance **Goal 5.2 and Goal 5.5.**

Goal 5.2: "Diversify the Region's Economic Base". The Plan will promote the regional vision and shared goals for economic development. The Urban Renewal Plan represents a regional partnership of taxing entities that, through revenue sharing agreements, help alleviate blighting conditions and attract economic development within the Plan area. Planned development in this area includes Medical Offices and Commercial Retail Space.

Goal 5.5: "Make it Easy to Do Business in Pueblo". The Plan represents objectives described under this goal "easing" the development process. The Plan represents a regional, collaborative, and focused approach to coordinating economic development, the provision of infrastructure, leveraging funding resources for new development. The Plan is a vehicle that allows these objectives to become realized and help new development align with the Regional Comprehensive Plan.

c) **The Plan will support the Comprehensive Plan's Guiding Principle 6: "Grow Smarter"**. Specifically, the Plan will help advance **Goal 6.1 and 6.2.**

Goal 6.1: "Promote a fiscally and environmentally responsible pattern of growth" - The Plan will support new commercial development that will be coordinated with regional taxing entities, targeted in a concentrated area, and ensure the development is consistent with the Goals and Policies of the Comprehensive Plan. The Plan will also leverage funding mechanisms, such as Tax Increment Financing, in a manner that will offset costs generated by new development activities within the Area by limiting fiscal impacts to taxing entities. This development will also be required to meet environmental standards, especially those related to the Floodplain and nearby Fountain Creek.

Goal 6.2: "Encourage Infill and Reinvestment in Established Communities and Neighborhoods" - The Plan is located within an "Underutilized Center or Corridor" per the Regional Comprehensive Plan's "Priority Areas for Infill and Redevelopment" map on page 66. This priority area is described as "vacant or underutilized commercial centers". The Plan will remediate blighting factors in this area, thereby clearing hurdles to development. This in turn will attract new development and investment to this underutilized and vacant area. This process fulfills the objectives and policies outlined by the Regional Comprehensive Plan in regard to prioritizing the development of these vacant and underutilized corridors.

Goal 7 – Improve and maintain public infrastructure and facilities: Includes street and sidewalk improvements including lighting and streetscaping, water and sewer improvements, flood drainage improvements, solid waste management improvements.

The Plan will improve public infrastructure through enhanced street and sidewalk network connections within the area. These improvements will occur along the Plan area's adjacent arterials and also in the interior of the properties that will be developed. The Plan will bring additional infrastructure to the area, including central water and sewer services. Stormwater retention areas and floodplain mitigation are planned for the area's future development. Increased connectivity and system improvements would advance the City's Consolidated Plan's Goal.

Goal 8 – **Economic Development:** Includes activities such as workforce and economic development initiatives.

The Plan will alleviate conditions arresting sound development within this specific area and help attract private investment to generate higher and better economic uses. The parcel is zoned industrial and is currently vacant. The Plan will remediate conditions arresting the development of this underutilized and vacant area and attract commercial office and retail development. Attracting commercial development to this Area would advance the City's Consolidated Plan's Goal.

Goal 9 – **Eliminate Slum or Blighting Influences:** Includes the demolition of vacant and dilapidated structures that pose a threat to health and safety, code enforcement, and graffiti removal and façade improvement programs.

The Plan's primary charge is to eliminate blighting factors arresting sound development within the Plan Area. The Conditions Survey identified blighting factors in the area that included vacant land, a deteriorating structure and dilapidated signage as well as trash and debris. The Plan's primary purpose is in alignment with the City Consolidated Plan's goal to eliminate slum or blighting influences.

B. Land Use Regulations and Building Requirements

a) The Plan will provide a comprehensive and unified plan to promote and encourage high quality development and redevelopment of the Urban Renewal Area by cooperative efforts of private enterprise and public bodies. Notwithstanding anything in the Plan to the contrary, the development and use of the property within the Urban Renewal Area described in the Plan including, without limitation, land area, land use, design building requirements, timing or procedures applicable to the property, shall be subject to the Pueblo Municipal Code and secondary codes therein adopted by reference, and other applicable standards and regulations of the City of Pueblo ("City Regulations"). Permitted uses for properties in the Urban Renewal Area shall be those uses allowed in the City of Pueblo Zoning Code and Land Use Code.

V. PROJECT ACTIVITIES

The following provisions shall apply to the Area. In accordance with the Act, the Authority may undertake these activities directly or, to the extent authorized by applicable law, contract with third parties to do so.

A. Land Acquisition

To carry out this Plan, the Authority may exercise any and all of its rights and powers under the Act and any other applicable law, ordinance or regulation. The Authority may acquire any interest in property by any manner available. The Authority may acquire property in the Area for the following reasons: To eliminate or prevent conditions of blight; to carry out one or more objectives of the Plan; to assemble property for redevelopment by private enterprise; for needed public improvements; and for any other lawful purpose authorized by the Plan, the Act, or any other applicable law.

Acquisition of property by eminent domain is not authorized unless the City Council approves, by majority vote, the use of eminent domain by the Authority in accordance with the Act and other applicable laws.

B. Relocation

If acquisition of property displaces any individual, family, or business concern, the Authority may assist such party in finding another location, and may, but is not obligated

to, make relocation payments to eligible residents and businesses in such amounts and under such terms and conditions as it may determine and as may be required by law.

C. Demolition, Clearance, and Site Preparation

The Authority may demolish and clear those buildings, structures, and other improvements from property it acquires if such buildings, structures, and other improvements are not to be rehabilitated in accordance with this Plan. The Authority may provide rough and finished site grading and other site preparation services as part of a comprehensive redevelopment program.

D. Property Management

During such time as any property is acquired by the Authority, for disposition for redevelopment, such property shall be under the management and control of the Authority and may be rented or leased by it pending disposition for redevelopment or rehabilitation. Notwithstanding the foregoing, the Authority may acquire property, develop, construct, maintain, and operate thereon buildings, and facilities devoted to uses and purposes as the Authority deems to be in the public interest.

E. Public Improvements

The Authority will cooperate with the City and other public bodies to install, repair or replace necessary public infrastructure including, but not limited to, public streets, ADA accessible routes, stormwater improvements outside the scope of the City Storm Water Enterprise, park and recreation amenities, workforce housing and multi-use recreational trails in the Area or supporting the Area.

F. Land Disposition, Redevelopment and Rehabilitation

The Authority may dispose of property it acquires by means of a reasonable competitive bidding procedure it establishes in accordance with the Act and pursuant to redevelopment agreements between the Authority and such purchasers.

The Authority may also enter into owner participation agreements with property owners in the Area for the development, redevelopment, or rehabilitation of their property. Such agreements will provide for such participation and assistance as the Authority may elect to provide to such owners. The Authority may develop, construct, maintain, and operate buildings and facilities devoted to uses and purposes as the Authority deems to be in the public interest.

All such redevelopment, owner participation and other agreements shall contain, at a minimum, provisions requiring:

Compliance with the Plan and, if adopted by the Authority, the Design Guidelines and Standards and City codes and ordinances. Covenants to begin and complete development, construction, or rehabilitation of both public and private improvements within a period of time deemed to be reasonable by the Authority.

The financial commitments of each party (but nothing herein shall obligate the Authority to make any such financial commitment to any party or transaction).

G. Cooperation Agreements

For the purposes of planning and carrying out this Plan in the Area, the Authority may enter into one or more cooperation agreements with the City, County, or other public bodies. Without limitation, such agreements may include project financing and implementation; design, location, and construction of public improvements; and any other matters required to carry out this Project. It is recognized that cooperation with the City, County, other municipalities, and other public and private bodies may be required to coordinate such issues as the design, construction, maintenance, operation, and timing of public and private improvements within and outside of the Area to properly and efficiently carry out the goals and objectives of this Plan.

H. Other Project Undertakings and Activities

Other Project undertakings and activities deemed necessary by the Authority to carry out the Plan in the Area may be undertaken and performed by the Authority or pursuant to agreements with other parties or public bodies in accordance with the authorization of the Act and any and all applicable laws.

VI. PROJECT FINANCING

The Authority is authorized to finance activities and undertakings under this Plan by any method authorized by the Act or any other applicable law, including without limitation, appropriations, loans or advances from the City or County; federal loans and grants; state loans and grants; interest income; pay as you go arrangements; annual appropriation agreements; agreements with public and private parties or entities; sale of securities; loans, advances and grants from any other available source.

Any and all financing methods legally available to the City, the County, the Authority, any private developer, redeveloper or owner may be used to finance in whole or in part any and all costs, including without limitation, the cost of public improvements described or anticipated in the Plan or in any manner related or incidental to the development of the Urban Renewal Area. Such methods may be combined to finance all or any part of activities and undertakings throughout the Urban Renewal Area. Any financing method authorized by the Plan or by any applicable law, including without limitation, the Act, may be used to pay the principal of and interest on and to establish reserves for indebtedness (whether funded, refunded, assumed or otherwise) incurred by the Authority or the City or the County to finance activities and undertakings authorized by the Act and this Plan in whole or in part.

The Authority is authorized to issue notes, bonds or any other financing instruments or documents in amounts sufficient to finance all or part of the Urban Renewal Plan. The Authority is authorized to borrow funds and to create indebtedness in carrying out this Plan. The principal, interest, and any premiums due on or in connection with such indebtedness may be paid from any funds available to the Authority.

The Project may be financed by the Authority under the tax allocation financing provisions of the Act. Under the tax allocation method of financing the Project, property taxes levied after the effective date of the approval of this Plan upon taxable property in the Urban Renewal Area each year by or for the benefit of each public body that levies property taxes in the Area, shall be divided for a period not to exceed twenty-five (25) years after the effective date of the adoption of this tax allocation provision, as follows:

Base Amount

That portion of the taxes which are produced by the levy at the rate fixed each year by or for such public body upon the valuation for assessment of taxable property in the Urban Renewal Area last certified prior to the effective date of approval of the Plan or, as to an area later added to the Urban Renewal Area, and the effective date of the modification of the Plan shall be paid into the funds of each such public body as are all other taxes collected by or for said public body.

Increment Amount

That portion of said property taxes in excess of such base amount shall be allocated to and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and

any premiums due in connection with the bonds of, loans or advances to, or indebtedness incurred by (whether funded, refunded, assumed or otherwise) the Authority for financing or refinancing, in whole or in part, the Project.

Unless and until the total valuation for assessment of the taxable property in the Urban Renewal Area exceeds the base valuation for assessment of the taxable property in the Urban Renewal Area, all of the taxes levied upon taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies.

When such bonds, loans, advances, and indebtedness, including interest thereon and any premiums due in connection therewith, have been paid, all taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies.

The increment portion of the taxes, as described in this subparagraph 2, may be irrevocably pledged by the Authority for the payment of the principal of, the interest on, and any premiums due in connection with such bonds, loans, advances, and indebtedness incurred by the Authority to finance the Project.

VII. CHANGES IN APPROVED PLAN

This Plan may be modified pursuant to the provisions of the Act governing such modifications, including Section 31-25-107, C.R.S.

VIII. MINOR VARIATIONS

The Authority may in specific cases allow minor variations from the provisions of the Plan if it determines that a literal enforcement of the provisions of the Plan would constitute an unreasonable limitation beyond the intent and purpose of the Plan.

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKED BY AN AXLE IN A RANGE BOX; THENCE S89°31'31"E A DISTANCE OF 792.29 FEET TO A POINT ON THE RIGHT-OF-WAY LINE OF 40TH STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:

1. N00°28'46"E A DISTANCE OF 111.94 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 109°34'28", A RADIUS OF 96.78 FEET, A DISTANCE OF 185.09 FEET TO A POINT OF TANGENT;
3. S70°54'18"W A DISTANCE OF 51.22 FEET;
4. S89°48'46"W A DISTANCE OF 147.64 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE;

THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1. N26°25'24"W A DISTANCE OF 147.64 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 35°00'00", A RADIUS OF 856.30 FEET, A DISTANCE OF 523.08 FEET TO A POINT OF TANGENT;
3. N61°25'24"W A DISTANCE OF 58.12 FEET;
4. N63°53'34"W A DISTANCE OF 137.90 FEET;
5. N71°13°02"W A DISTANCE OF 43.58 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD;

THENCE N23°32'41"E ON SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 468.55 FEET; THENCE S66°54'44"E A DISTANCE OF 1,065.17 FEET TO THE NORTHWEST CORNER OF THE DEED RECORDED IN BOOK 1842 AT PAGE 897 IN THE RECORDS OF COUNTY OF PUEBLO, STATE OF COLORADO; THENCE S00°25'23"E ON SAID WESTERLY BOUNDARY LINE A DISTANCE OF 806.29 FEET; THENCE N89°30'34"W ON SAID SOUTH LINE A DISTANCE OF 210.38 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 750,553 SQUARE FEET OR 17.230 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT POINT MARKED BY AN AXLE IN A RANGE BOX AT THE EAST QUARTER CORNER OF SECTION 13, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°25'23”W, ON THE EAST LINE OF SAID SECTION 13 A DISTANCE OF 60.01 FEET; THENCE S88°34'38”W, PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 465.35 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD, SAID POINT BEING A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS S75°47'26”E, HAVING A DELTA OF 09°20'07”, A RADIUS OF 1,806.25 FEET A DISTANCE OF 294.30 FEET TO A POINT OF TANGENT; THENCE CONTINUING ON SAID RIGHT-OF-WAY N23°32'41”E A DISTANCE OF 143.62 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE; THENCE ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DILLON DRIVE AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF 40TH/ STREET, THE FOLLOWING EIGHT (8) COURSES:

1. S66°26'45”E A DISTANCE OF 118.16 FEET;
2. S73°31'50”E A DISTANCE OF 210.80 FEET;
3. S65°51'46”E A DISTANCE OF 64.09 FEET TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 39°01'16”, A RADIUS OF 426.14 FEET, A DISTANCE OF 290.22 FEET;
5. S26°24'11”W A DISTANCE OF 48.36 FEET;
6. S69°39'22”W A DISTANCE OF 70.19 FEET'
7. S45°32'06”W A DISTANCE OF 50.97 FEET
8. S79°39'15”W A DISTANCE OF 140.34 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 201,177 SQUARE FEET OR 4.618 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET FROM

WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 89º10'34" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W), A DISTANCE OF 490.98 FEET:
THENCE EASTERLY
ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET AND 40TH STREET EXTENDED THE FOLLOWING TWO (2) COURSES;

1. N 88°35'16" E, A DISTANCE OF 180.70 FEET;
2. S 89°30'34" E, A DISTANCE OF 318.48 FEET;

THENCE S 00°25'01" E, A DISTANCE OF 621.50 FEET TO A POINT ON THE NORTHERLY LINE OF COLORADO STATE HIGHWAY NO. 47 AS DESCRIBED IN THAT "RULE AND ORDER" (R&O) CASE NO. 97-CV-538, DIVISION D, DISTRICT COURT, PUEBLO COUNTY,
COLORADO AND FILED FOR RECORD JULY 6, 1999 AT RECEPTION NUMBER 1287660 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER;
THENCE WESTERLY AND NORTHERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47 AND SAID EASTERLY RIGHT OF WAY LINE OF DILLON DRIVE THE FOLLOWING SIX (6) COURSES;

1. S 83°44'03" W (S 83°44'53" W R&O), A DISTANCE OF 405.72 (405.69 R&O) FEET;
2. N 61°58'57" W (N 62°02'10" W R&O), A DISTANCE OF 40.82 (40.67 R&O) FEET;
3. N 26°28'24" W (N 26°27'56" W R&O), A DISTANCE OF 82.26 (82.28 R&O) FEET;
4. N 02°07'45" W (N 02°07'18" W R&O), A DISTANCE OF 200.08 (200.15 R&O) FEET;
5. N 04°40'40" W (N 04°40'31" W R&O), A DISTANCE OF 187.15 (187.09 R&O) FEET;
6. N 01°31'50" W (N 01°31'05" W R&O), A DISTANCE OF 184.83 (184.82 R&O) FEET;
   TO THE POINT OF BEGINNING

CONTAINING A CALCULATED AREA OF 7.18 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE
SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET

FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 85º59'52" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W) A DISTANCE OF 322.88 FEET: THENCE SOUTHERLY AND WESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF DILLON DRIVE AND THE NORTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47 AS DESCRIBED IN THAT "RULE AND ORDER" (R&O) CASE NO. 97-CV-538, DIVISION D, DISTRICT COURT,
PUEBLO COUNTY, COLORADO AND FILED FOR RECORD JULY 6, 1999 AT RECEPTION NUMBER 1287660 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER THE FOLLOWING SEVEN (7) COURSES;

1. S 04°09'50" E (S 04°09'33" E R&O), A DISTANCE OF 133.97 (133.90 R&O) FEET;
2. S 00°20'04" W (S 00°20'27" W R&O), A DISTANCE OF 358.23 FEET;
3. S 05°09'42" E (S 05°15'27" E R&O), A DISTANCE OF 82.20 (82.09 R&O) FEET;
4. S 44°07'09" W (S 44°09'41" W R&O), A DISTANCE OF 125.14 (125.34 R&O) FEET;
5. N 84°13'12" W (N 84°15'53" W R&O), A DISTANCE OF 65.20 (65.05 R&O) FEET;
6. S 36°27'01" W (S 36°28'48" W R&O), A DISTANCE OF 31.35 FEET;
7. N 81°37'45" W, A DISTANCE OF 149.27 FEET; TO A POINT ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18; THENCE N 01°34'40" W, ALONG SAID WEST

LINE, A DISTANCE OF 270.07 FEET; THENCE N 88°59'28" E, A DISTANCE OF 207.17 FEET; THENCE N 02°38'18" W, A DISTANCE OF 388.22 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET; THENCE S 89°33'10" E ALONG
SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 121.44 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 3.01 ACRES.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET AND THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18 FROM WHICH THE W ¼ CORNER OF SAID SECTION 18 BEARS N 01°34'40" W, (BEARING BASED ON THE WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID

SECTION 18 FROM THE NORTH RIGHT OF WAY ON COLORADO STATE HIGHWAY NO. 47 MONUMENTED WITH A 3 1/4 INCH ALUMINUM CDOT RIGHT OF WAY MARKER PLS NO. 30107 TO THE W ¼ CORNER OF
SAID SECTION 18 MONUMENTED WITH A CONCRETE MONUMENT WITH A LEAD PLUG AND BRASS TACK IN A CAST IRON MONUMENT BOX ASSUMED TO BEAR N 01°34'40" W) A DISTANCE OF 22.04 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY
LINE OF 40TH STREET THE FOLLOWING TWO (2) COURSES;

1. N 88°02'36" E, A DISTANCE OF 48.64 FEET;
2. S 89°32'26" E, A DISTANCE OF 151.43 FEET;

THENCE S 02°38'18" E, A DISTANCE OF 388.22 FEET; THENCE S 88°59'28"W, A DISTANCE OF 207.17 FEET TO A POINT ON THE
WEST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 18; THENCE N 01°34'40" W ALONG SAID WEST LINE, A DISTANCE OF 391.15 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1.82 ACRES.

EXHIBIT B

URA PLAN MAP

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by and before the City Council of the City of Pueblo, Colorado (the "City") on the proposed approval of the Dillon Drive Urban Renewal Plan, (the "Plan") in the City Hall, No. 1 City Hall Place, Pueblo, Colorado, 81002 at the hour of 7:00 P.M. Mountain Daylight Time on August 25, 2025. The proposed Urban Renewal Area in the Plan is described as the area included in the Dillon North Subdivision, according to the plat thereof, including all interior and adjacent streets and public rights of way.

The purpose of the hearing is to consider (1) if the area included in the proposed Plan is a blighted area as described in Section 31-25-103, C.R.S., (2) if the City Council should approve the Plan, (3) other undertakings and activities in accordance with the Colorado Urban Renewal Law by the City and the Pueblo Urban Renewal Authority (the "Authority"). The Plan does not authorize the use of eminent domain.

The general scope of the proposed new Plan includes undertakings of the Authority, the City, and private enterprise for the elimination and prevention of blight, including, without limitation, use of tax increment financing and other tools and activities authorized by law and the proposed Plan for the redevelopment of the Plan Area. The proposed Plan is on file with and may be inspected at the office of the City Clerk at the above-described address. Any person or organization desiring to be heard will be afforded an opportunity to be heard at such hearing.

Published under the authority and by direction of the City Council of the City of Pueblo, Colorado.

PIONEER DEVELOPMENT COMPANY

we find the way

Dillon Drive Urban Renewal Plan Impact Report

Pueblo Urban Renewal Authority

September 29, 2024

PIONEER
DEVELOPMENT
COMPANY
we find the way

May 4, 2025

City of Pueblo, Colorado

Dear PURA Board of Commissioners,

This Impact Report is intended to satisfy the requirements outlined in Colorado's Urban Renewal Law, C.R.S. 31-25-107(3.5)I-V and C.R.S. 31-25-107(9.5). According to Statute, the Urban Renewal Impact Report is a supplementary document to the Urban Renewal Plan. It is required if property and/or sales tax are intended to be utilized in the project area for renewal activities. The City of Pueblo's Urban Renewal Authority (PURA) is actively exploring a potential Urban Renewal Plan area titled the "Dillon Drive Urban Renewal Plan". The plan area represents a new Urban Renewal Project that encompasses fourteen parcels within City limits. A mixed-use development has been proposed in this area, however, blighted area factors challenge the project's feasibility. PURA has evaluated the project area for Urban Renewal eligibility and has initiated this Impact Report to forecast tax increment, incentive potential, and impacts on partnering taxing entities. Because the proposed Dillon Drive Urban Renewal Plan intends to utilize tax increment financing (TIF) within the project area, an Impact Report is required prior to adopting the Plan.

This Impact Report meets the minimum requirements defined by C.R.S. 31-25-107(3.5)I-V and C.R.S 31-25-107(9.5), and has been designed to provide PURA with a realistic forecast of tax TIF that will be generated via blight remediation, investment attraction and redevelopment. The forecast in this report is informed by the proposed development's site plan. A pro forma has not yet been submitted, and so this report's development forecast is based on the site plan and market characteristics. Only parcels with submitted conceptual development plans have been included in this tax revenue forecast. This information is supplemented by interviews with PURA Staff and a regional market analysis. The forecast is intentionally conservative and is informed by community development needs that have been highlighted by this Board and the public. All forecasts are designed to show a "maximum impact scenario", meaning that all potential TIF is quantified, and all possible millage rates and sales tax rates have been leveraged towards increment generation. This design is intended to forecast the Plan's maximum possible TIF generation and provide each taxing entity with an impact assessment.

The goal of this report is to provide PURA with a realistic forecast of impacts to better inform negotiations with impacted taxing entities and ensure that the Dillon Drive Urban Renewal Plan succeeds in bringing about the renewal expected by the community.

Sincerely,

Andrew Arnold
Founder | Principal
Pioneer Development Company
Durango, Colorado

CC: Jerry Pacheco and Cherish Deeg

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Executive Summary

Dillon Drive Urban Renewal Plan Impact Report:

The Pueblo Urban Renewal Authority (PURA) is in the process of creating a new Urban Renewal Plan. This Plan is tentatively titled the "Dillon Drive Urban Renewal Plan". PURA's purpose for the Plan is to remediate conditions arresting sound development in the area and attract new private investment. As its name suggests, the Dillon Drive Urban Renewal Plan intends to facilitate development around the Dillon Drive corridor. This corridor is currently vacant and underutilized, with the northernmost parcels exhibiting significant trash, debris and homelessness.

Now, a developer has approached the City and PURA with a development concept that would activate the site and bring about development imagined by the City's Regional Comprehensive Plan and Future Land Use Plan. However, the area resides within the 100-year floodplain, lacks central infrastructure, and exhibits challenging topography, all of which conspire to create significant financial hurdles for the project. These blighting factors in effect cast doubt on the project's feasibility. PURA is now seeking to create a development-specific Urban Renewal Plan area to ensure that these challenging conditions are overcome, and the project remains feasible.

The Dillon Drive Urban Renewal Plan encompasses ~46-acres and fourteen parcels adjacent to Dillon Drive and US Highway 50. This area was evaluated July 23rd, 2024 by PURA for Blighted Area Factors that would make it eligible for Urban Renewal Treatment. That Conditions Survey identified eight (8) blighted area factors within the area. The eight identified blighted area factors exceed the statutory threshold of blighting factors necessary to declare the parcel eligible for Urban Renewal treatment. PURA's strategy to mitigate these blighted area factors and help make the proposed development feasible involves leveraging tax increment financing. Statute requires that an Impact Report be submitted with a proposed Urban Renewal Plan whenever Tax Increment Financing (TIF) is intended to be utilized within the Plan area. This is reason for this Report.

The Impact Report forecasts commercial development within the Dillon Drive Urban Renewal Plan area over the next 25 years. The timing of development and its tax generation is phased according to development plans provided by PURA for this report. Valuations are derived from comparable commercial sales per SF throughout the regional market, and current Pueblo County assessments of existing and comparable commercial properties. This Impact Report assumes that all new development in the Plan area will follow the City's zoning and land use code regulations. Specifically, this report does not project any residential development, but instead forecasts future development assuming the entirety of the Plan area will feature commercial uses.

After modeling the most probable development forecast, this report quantified the Plan's assessed value, property tax, and fiscal impacts. The commercial nature of this development did not generate any demographic projections. The Impact Report estimates the amount of tax increment the Plan will generate over 25 years. Increment estimates are projected for each taxing entity that levies an ad valorem property tax within the Plan area. These tax impacts were used to evaluate potential fiscal impacts on participating taxing entities.

The following outline and tables summarize the Impact Report's conclusion and findings. Impacts to taxing entities are categorized as either low, moderate, or high. A detailed methodology, impact analysis and recommendations are provided within the Report that elaborate on the Executive Summary's findings:

Conclusion:

Taxing entities within Pueblo 60B tax district should support the Dillon Drive Urban Renewal Plan, as its projected benefits to the Pueblo Community and its taxing partners outweigh its costs. These benefits include the remediation of blight, the development of new commercial property, alignment with the City of Pueblo's Comprehensive Plan, and new assessed value, property tax revenue once the 25-year renewal project concludes. Tax increment leveraged for these purposes is not expected to create adverse impacts on participating taxing entities. The forecast development will not generate new residents or students and will not require new County infrastructure to be extended or financed.

Specific recommendations regarding the Tax Increment Financing agreements are listed below given the Plan's potential impacts are participating taxing entities:

- **All participating taxing entities could pledge 100% of their millage rate to PURA and this Plan Area for the full duration of the Plan.**
- **The School District could at least pledge 100% of its School Finance Act millage rate to this Plan.**
- **The City of Pueblo could pledge 100% of its 3% general sales tax levy to this Plan.**
- **All Bond Redemption Levies should be exempt from TIF agreements with PURA.**

The Dillon Drive Urban Renewal Plan represents PURA's, the City of Pueblo's, the Pueblo School District's and Pueblo County's commitment to achieving public private partnerships that will facilitate community-minded development. Projected Property Tax Increment generated within this Urban Renewal Plan is described in the table and charts on the following page:

Summary Tables and Charts:

Projected Build-Out Statistics			
Development Type	**Units/S.F.**	**Actual Value**	**Assessed Value**
Commercial	**104,600**	**$28,532,726**	**$7,133,181**
Retail 1	12,000	$2,288,181	$572,045
Retail 2	9,000	$1,716,135	$429,034
C Store	4,000	$1,819,195	$454,799
Tire Shop	11,000	$2,097,499	$524,375
Coffee Shop	600	$494,034	$123,509
QSR	3,000	$1,318,122	$329,530
Medical	24,000	$5,388,845	$1,347,211
Car Wash	4,000	$762,727	$190,682
C Store 2	10,000	$4,547,988	$1,136,997
Grocer	27,000	$8,100,000	$2,025,000
TOTAL		**$28,533,726**	**$7,133,181**

Demographics	
Total New Residents	-
Total New Students	-

Property Tax Information	
Estimated Base Taxable Value	**$22,500**
Total New Taxable Real Property Value	**$7,133,181**
Net Taxable Real Property Value	**$7,110,681**

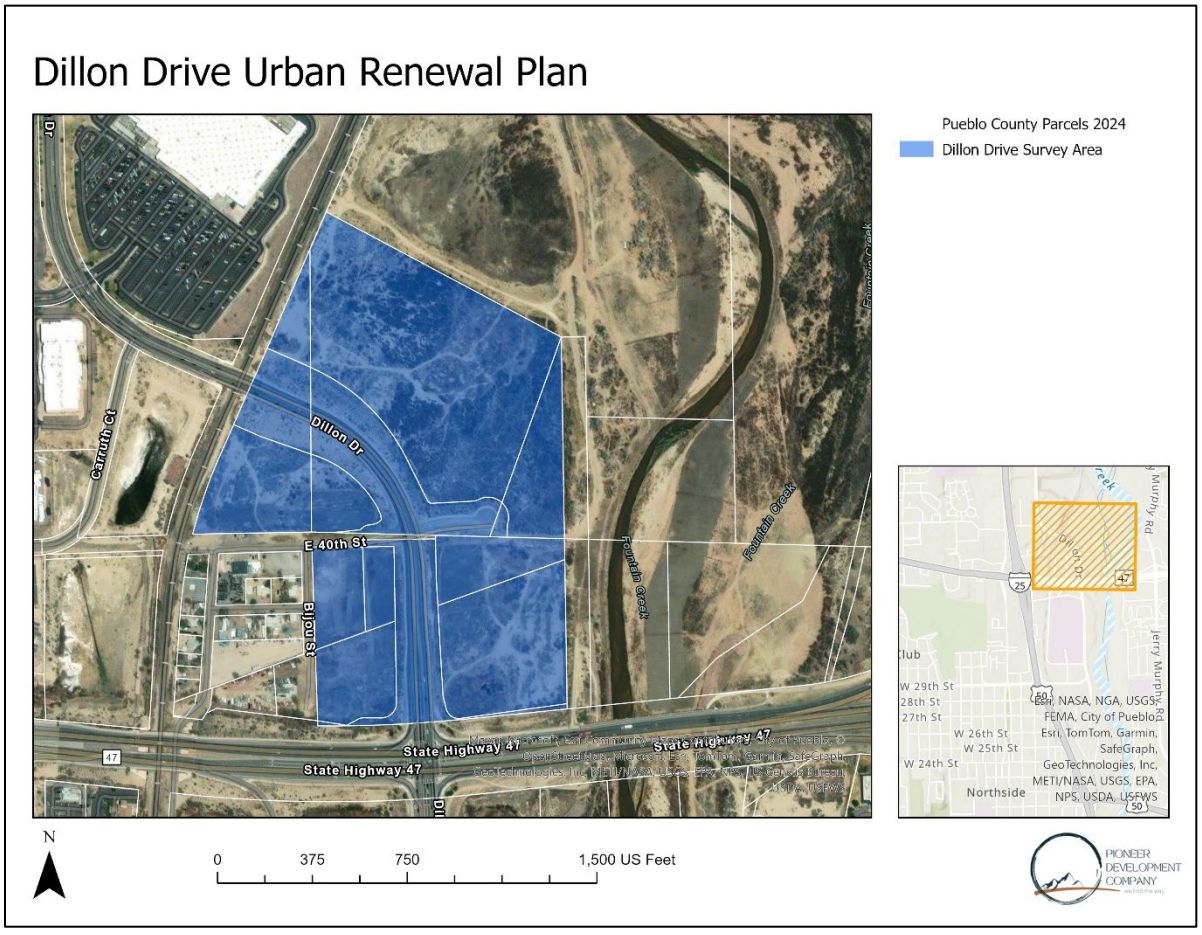
Tax Increment Financing Estimates				
	Gross	**Net Present Value[1]**	**Annual Average**	**City of Pueblo Only**
Total	**$36,138,000**	**$13,832,000**	**$1,390,000**	**$801,000**
Property Tax	$18,178,000	$7,035,000	$699,000	$110,000
Sales Tax (Inflation Adj.)	$17,960,000	$6,797,000	$691,000	$691,000

Dillon Drive Urban Renewal Plan Area Value and Tax Generation Comparison				
Taxing Entity Fiscal Impacts	**% District's Total AV**	**% District's Annual Property Tax**	**% District's Annual Sales Tax**	**Impact Assessment**
Pueblo County	0.3%	0.4%	-	0.3%
City of Pueblo	0.5%	0.5%	0.9%	0.5%
Pueblo School District	0.5%	0.6%	-	0.5%
L Ark Valley Water Consv.	0.4%	0.4%	-	0.4%
Library District	0.3%	0.3%	-	0.3%
SE Water Conservancy	0.3%	0.4%	-	0.3%

[1] Assumes a 6.75% Discount Rate.

Dillon Drive Urban Renewal Plan Summary

Project Area Existing Conditions



The **Dillon Drive Urban Renewal Plan** area encompasses ~46 acres within the City of Pueblo. This area includes 9 parcels. The Plan area is characterized by vacant and underutilized land that will require public infrastructure extensions within its boundary. The Plan area exhibits rolling topography and irregularly shaped parcels and resides within FEMA's 100-year floodplain. Despite being bisected by Dillon Drive and being adjacent to Hwy 47, the area has no direct access to the surrounding arterials. Apart from one parcel, ingress and egress points will need to be constructed to facilitate traffic flow with the parcels and the surrounding road networks. Water and sewer services will also need to be extended throughout the Plan area. There is one abandoned structure within the Plan area that is now deteriorated.

Tax Area and Millage Rates

The Plan boundary encompasses property within Pueblo County 60B Tax Area. This area includes six distinct millage rates from taxing entities. These entities include Pueblo County, the City of Pueblo, the Pueblo School District (City), the Lower Arkansas Valley Water Conservancy District, the Southeastern Water Conservancy District, and the Pueblo City-County Library District. This tax area's 2022 certification of mill levies carries a **millage rate of 97.355**[2]. This impact report will analyze impacts on these six taxing districts and assess tax increment generated at their 97.355 overlapping millage rate. The Impact Report assumes that each Taxing Entity shares 100% of the millage rate with the project. This assumption helps evaluate the maximum possible impact the Dillon Drive Urban Renewal Plan may have on each participating taxing entity.

Tax District Name	2022 Mill Levy	TIF Agreement %	TIF Eligible Mill Levy
PUEBLO COUNTY	30.109	100%	30.436
CITY OF PUEBLO	15.633	100%	15.633
S.E. WATER CONSV. DISTRICT	0.942	100%	0.887
LOWER ARKANSAS VALLEY WATER CONSV.	1.503	100%	1.503
PUEBLO CITY-COUNTY LIBRARY DISTRICT	5.872	100%	5.945
SCHOOL DISTRICT 60	45.021	100%	42.951
TOTAL	98.080	100%	98.080

Zoning Districts

The Dillon Drive Urban Renewal Plan encompasses three (3) City of Pueblo zoning districts. These zoning districts include the I-2 Industrial zone, and the S-3 Floodplain district. The Plan area is mostly zoned I-2 Industrial with the S-3 Floodplain district extending from the nearby Fountain Creek canal.

According to the City of Pueblo's Zoning District and Uses, the I-2 Industrial Zone standards "are designed to retain and provide areas for the manufacture, warehousing and limited retailing of products which by their inherent characteristics and the operations involved are not obnoxious to one another or surrounding uses."[3]

The Plan's proposed development program includes some uses permitted by right within the I-2 Industrial Zone (Tire Shop, Car Wash) and other uses permitted by review (general service, restaurant). Many of these uses will also require a Conditional review because of the 100-year floodplain. Medical offices are not permitted in the I-2 Industrial Zone and may require a rezone or variance to proceed. This may also apply to developments located within the S-3 zones.

[2] The 2023 millage rates for taxing entities within this area were not published at the time of this report's drafting.

[3] Pueblo Planning & Community Development, Zone District: I-2, p. 2-4-2022, https://www.pueblo.us/DocumentCenter/View/30878/I-2--12-20-21?bidId=

Comprehensive Plan

The 2022 regional comprehensive plan's future land use map designates the Plan's property as a Mixed-Use Activity Center. According to the Comprehensive Plan, Mixed-Use Activity Centers primarily consist of retail, office, and multifamily residential uses. The intent of Mixed-Use Activity Centers is to provide opportunities for the redevelopment and reactivation of malls, large format retail, and other commercial centers into compact mixed-use neighborhoods that serve as community and regional destinations. The proposed Dillon Drive development aligns with the future land use designation outlined in the regional comprehensive plan. The proposed uses may require rezoning and/or variances with the City's current zoning districts overlaying this area. The Plan area's existing characteristics are not achieving the developments or vision outlined within the City's zoning or comprehensive plan.

Current Assessment of Plan Area

The Plan area includes nine (9) parcels. The total equalized assessed value (taxable value) of these parcels, according to the County Assessor's database 2024 valuations[4], is $22,500. The total actual value of these parcels, according to the County's Assessor's database 2024 valuations is $211,502. This Impact Report uses **$22,500** as the Base Value for all Tax Increment Financing projections.

[4] As of August 2023

Impact Report Methodology

Forecasting Future Growth

The Dillon Drive Urban Renewal Plan's goal is to remediate blighting conditions and spur new investments in public infrastructure, commercial development, and employment opportunities. The Dillon Drive Urban Renewal Plan is intended to facilitate the proposed conceptual development for this area, including mitigating floodplain impacts, extending public infrastructure, and attracting new development to an underutilized commercial area that aligns with the Comprehensive Plan.

One of the tools urban renewal authorities can use to bring about these changes is known as Tax Increment Financing (TIF). TIF is a redevelopment strategy that leverages future tax revenues to incentivize redevelopment for urban renewal activities. Colorado's Urban Renewal Law mandates that urban renewal projects that intend to use TIF for renewal activities submit a supplementary Impact Report to forecast growth within a renewal area and estimate the impacts this growth will have on taxing entities within that area. The impact report's purpose is to ensure that taxing entities that rely on property tax and/or sales tax revenues will not be adversely impacted by the urban renewal project.

Quantifying these impacts requires a forecast of probable growth throughout the project area over the Plan's lifetime. **The Dillon Drive Urban Renewal Plan allows TIF to be collected for up to 25 years, the maximum amount of time authorized by Colorado's Urban Renewal Law.**

This report estimated where and when redevelopment will take place in the Dillon Drive Urban Renewal Plan area by reviewing current development proposals, working closely with the Pueblo Urban Renewal Authority staff, and evaluating market comparables. The projections made by this impact report have been informed by these development proposals, current assessments of comparable commercial development throughout the City of Pueblo, and market studies throughout Pueblo County.

Dillon Drive Development Concept

This report assumes that the Dillon Drive Urban Renewal Plan will attract ten new commercial developments within its boundary. These developments range from a Medical Office property to a potential grocer, to various commercial retail properties. Most of these uses align with the existing City zoning districts in the Plan area, although some may require conditional use permits or, in the case of the proposed medical office, a rezone. The Impact Report assumes that the proposed commercial properties will total 104,000 square feet in new building improvement space and cost approximately $30.1 million to construct. The development is assumed to follow comparable price per square foot estimates for commercial development within Pueblo and yield a taxable value that is similar to other, competing commercial properties in the localized area. This report also assumes that the assessed actual value for these developments will exhibit a similar variance to other commercial properties throughout the area. A copy of the proposed Conceptual Development Plan analyzed by this report is included in the Report's appendix.

Development Assumptions and Feasibility

The development forecast used certain assumptions to predict the type, size, time, and value for this development concept. The assumptions are informed by local market studies, the conceptual development plan, urban renewal best practices and community desires. These assumptions are listed below:

- **Type of Development** – The Dillon Drive Urban Renewal Plan will be a commercial development. Conceptual site plans and proposed commercial uses have been submitted to PURA that detail the type of development being proposed. The site plan includes eight building envelopes for commercial development and two conceptual commercial uses in Plan's northern area. PURA was given preliminary information about the specific types of development that may be constructed within each specific building envelope location. This Impact Report was not provided specific development plans, lease agreements or letters of intent from future tenants to confirm that these proposed uses are finalized. The assumed uses for development within the Plan area are as follows: a Medical Office building, two Convenience Stores, a Tire/Auto Repair shop, Quick Service Retail (QSR), a Car Wash, a Coffee Kiosk, a Grocer, and two freestanding retail buildings. No residential development is currently being proposed within the Plan.

- **Size of Development** – The scale of the proposed development is similar to other commercial developments along the City of Pueblo's US Hwy 50 and I-25 corridors. The proposed medical office building has a similar footprint to other medical offices within the City, and the freestanding retail buildings are likewise proposed for a similar scale to other comparable freestanding retail properties in the area. This Report analyzed the commercial market within Pueblo, identifying 18 comparable properties with the proposed development. These properties exhibited similar square footage to the proposed development and informed the development's valuation. The Impact Report assumes that the total building square footage for the proposed development will total 104,600 SF. This report also assumes that 80,600 SF will be retail sales tax producing space[5]. This report assumes that the local market can support this amount of commercial space at this location.

- **Time of Development** – This report assumes that development within the Dillon Drive Urban Renewal Plan area will follow the proposed conceptual development plan provided by the developer and PURA. This report assumes that the project will proceed in three phases, the first phase will include all property to the east of Dillon Drive, and the second Phase all property to the west of Dillon Drive, and the third phase all property north of 40th street. Construction for Phase 1 is assumed begin July 1st, 2025 to take 14 months to complete, with Phase 2 beginning July 1st, 2026 and taking 14 months to complete, and Phase 3 beginning July 1st, 2027 and taking 14 months to complete. The Plan will not begin generating increment until 2027 and will be fully stabilized by 2028.

- **Value of Development** – This report estimated the future value of development by comparing the conceptual plan with existing commercial developments within the Pueblo market area. These developments were selected based on their use, size, year constructed, and sales data. The current assessments of these comparable properties were also evaluated. Eighteen comparable properties were utilized by this analysis, and their evaluation provided an estimated Value per Square Foot for each proposed use in the Plan area. The value per square foot is based on the value of each property's most recent sale and the County assessor's actual value per square foot. It should be noted, that these values are less than the cost to construct these development's on a per square foot basis. This analysis yields a value per square foot weighted average of $272.78. The equalized assessed value for these proposed developments was based on their estimated market value, the equalization rate, and a reduction factor. This report conservatively estimates the Plan Area's taxable value will reach $7,133,181 at stabilization.

[5] The proposed Grocer will not collect sales tax on an estimated 70% of its sales due to the grocery sales tax exemption.

Tax Increment Financing Assumptions

As part of Statutory Requirements, this report projects the estimated property tax generation for future development within the Dillon Drive Urban Renewal Plan area. These projections are based on Pueblo County's 2023 certified assessments of property and the 2024 mill levies associated with the taxing entities present in the project area. The full list of taxing entities and their associated millage rates are tabulated below:

Dillon Drive Urban Renewal Plan Mill Levies			
Note:	TIF Percentages are assumed to be 100% for the Impact Report		
Tax Area(s): 60B			
Tax Entity	2024 Mill Levy	TIF Agreement %	TIF Eligible Mill Levy
PUEBLO COUNTY	30.109	100%	30.109
CITY OF PUEBLO	15.633	100%	15.633
S.E. WATER CONSV. DISTRICT	0.942	100%	0.942
LOWER ARKANSAS VALLEY WATER CONSV.	1.503	100%	1.503
PUEBLO CITY-COUNTY LIBRARY DISTRICT	5.872	100%	5.872
SCHOOL DISTRICT 60	45.021	100%	45.021
Total	**99.080**	**100%**	**99.080**

This report assumes that all impacted taxing entities will pledge 100% of their millage rate to the Urban Renewal Project. This assumption is required to project the maximum impact this renewal plan area will have on the City and other partnering entities[6]. Property tax projections made by this report assume that the number of taxing entities, as well as their millage rates, will remain unchanged over the project's lifetime.

Tax increment assumptions are based on the above mill levies and assumes that the project area's starting base value is $22,500. This report projects that both the project base and all future development will appreciate at a rate pegged to inflation. This report assumes that the inflation rate will average 2% over the project's lifetime. This report adjusts the Plan area's base biennially for TIF projections.

The But-For Assumption

The final assumption made in this report is that the type, size, and value of new development would not occur but for the Dillon Drive Urban Renewal Plan and the Pueblo Urban Renewal Authority. The goal of this urban renewal plan is to incentivize development through a variety of tools, TIF being just one example, where new investments manifest throughout the Plan area because of PURA's efforts. All tax increment estimates must be considered revenue that is generated because of the URA's efforts to attract and facilitate redevelopment in the Plan area. The Dillon Drive Urban Renewal Plan Conditions

[6] This report does not consider previously signed TIF agreements with partner taxing entities.

Survey identified eight (8) statutorily defined blighting factors within the Plan area that impair and arrest sound development. The renewal project will remediate these conditions and bring about development that is desired by the Pueblo community. A commercial development is a higher and better use for this area and one that aligns with the Comprehensive Plan's vision for this site. Because of this, future incremental revenues should not be considered property/sales tax that is diverted from the area's taxing entities. Instead, these incremental revenues should be perceived as a future tax base that would not exist but for the creation of the Dillon Drive Urban Renewal Plan.

Tax Increment Financing Summary

This Report forecasts the Plan's development over the next 25 years and projects its assessed value and taxable revenue. These projections were used to estimate the amount of property tax increment generated within the Plan area if the urban renewal project is successful. Projections are based on the methodology outlined in Section Two "Impact Report Methodology".

Projected Assessment and Phasing

The assessed valuation for the proposed Dillon Drive development is estimated by this report. The following table includes the number of years it will take to absorb the development, its first assessment year, total square footage of the development, the development's market value per SF and its total taxable value (Equalized Assessed Valuation).

Commercial Development					
Type of Development	**SF**	**$ Per SF[7]**	**Estimated Taxable Value**	**Absorption Yr**	**Assessment Yr**
Convenience Store	4,000	455	$454,799	2026	2027
Freestanding Retail 1	12,000	191	$572,045	2026	2027
Quick Service Retail	3,000	439	$329,530	2026	2027
Car Wash	4,000	191	$190,682	2026	2027
Freestanding Retail 2	9,000	191	$429,034	2026	2027
Tire Shop	11,000	191	$524,375	2027	2028
Coffee Shop	600	823	$123,509	2027	2028
Medical Office	24,000	225	$1,347,211	2027	2028
Grocer	27,000	300	$2,025,000	2028	2029
Convenience Store	10,000	455	$1,136,997	2028	2029

[7] Based on Comparable Sales on the past 10-years. Also adjusted for Regional Assessments of Actual Value.

Property Tax TIF Projections

This Impact Report estimated the Dillon Drive Urban Renewal Plan's future TIF revenue over the next 25 years in accordance with C.R.S. 31-25-107(3.5)I-V. These estimates are used to determine the property tax revenue likely to be generated by new developments within the Plan area. The report assumes this tax revenue is the result of the Pueblo Urban Renewal Authority's efforts to remediate blight and attract new investments within the Plan area.

Property tax TIF is estimated by comparing the Plan area's base value against its projected new improvement value. These assessed values each generate tax revenue based on the current millage rate of taxing entities within the Plan area. The base value's property tax revenue is not impacted by urban renewal projects. The new improvement's tax revenue, however, is the result of the urban renewal plan. This new revenue is known as "increment".

The property within the Urban Renewal Plan has a current assessed value of $22,500. The Report estimates that new improvements within the Plan area will add an additional $7,110,681 in assessed property value.

Development in the Plan is modeled according to its first assessment year, taxable value, and absorption schedule. The Report then applies tax district millage rates to both existing and new improvements within the plan area. Tax revenue generated by new improvements is incremental revenue. These revenues can be utilized by PURA for urban renewal activities within the Plan area.

Incremental revenue is also determined by TIF-sharing agreements signed between the Pueblo Urban Renewal Authority and the impacted entities that levy taxes within the Dillon Drive Urban Renewal Plan area. This report assumes that all taxing entities have pledged 100% of their millage rates to support the Dillon Drive Urban Renewal Plan.

The following charts and tables illustrate the Plan's 25-Year TIF Projections:

Property TIF Estimates[8]	
Base Value of Plan Area	**$22,500**
Total New Taxable Real Property Value	$7,133,181
Total Net Taxable Value	**$7,110,681**
Total TIF Revenue (Gross 25 Years)	$18,178,000
Annual TIF Revenue (25-Year Average)	$699,000

	Estimated Property Taxes	Estimated Tax Increment
Taxing District	**25 Years**	**25 Years**
PUEBLO COUNTY	$5,544,000	$5,524,000
CITY OF PUEBLO	$2,878,000	$2,868,000
S.E. WATER CONSV. DISTRICT	$173,000	$173,000
LOWER ARKANSAS VALLEY WATER CONSV.	$277,000	$276,000
PUEBLO CITY-COUNTY LIBRARY DISTRICT	$1,081,000	$1,077,000
SCHOOL DISTRICT 60	$8,290,000	$8,260,000
TOTAL	**$18,243,000**	**$18,178,000**

[8] Estimates are rounded. Sum totals may be different because of rounding.

Sales Tax TIF Projections

Colorado's Urban Renewal Law permits Urban Renewal Authorities to collect municipal sales tax as a source of incremental taxable revenue. This report assumes that the Dillon Drive Urban Renewal Plan will utilize sales tax revenue as a potential source of TIF revenue. The City of Pueblo levies 3.7% sales and use tax on retail sales, however, this report only forecasts sales tax increment based on the 3% general sales tax levy.

This analysis estimated potential sales tax generation by first estimating the amount new commercial-retail square footage within the Plan area. An annual sales tax multiplier was applied based on similar retail sales tax producing properties across Pueblo County and similar Colorado communities. This helped determine an average sales per square foot multiplier.

The analysis estimates that retail space, on average, will generate ~ $233 per SF per year within the Plan area. This estimate is based on the retail tenants that are expected to locate within the Dillon Drive Urban Renewal Plan area. Sales tax generation is adjusted annually based on a 2% inflation rate. The summary of these inputs and their estimated sales tax generation are listed in the table below.

New Retail Space (25-Years)	80,600 SF
TIF Eligible Sales Tax Rate	3%
Estimated Sales Per SF	$ 233
Estimated Sales Tax Increment (Gross)[9]	$17,960,000
Estimated Sales Tax Increment (Annual Average)	$691,000
Percent of Annual Sales Tax Collections (City)	0.9%

This report assumes that the Dillon Drive Urban Renewal Plan will generate 80,600 square feet of retail space. Using an estimated sales per square of $233 PSF, this amount of space equates to $17,960,000 in sales tax increment over the next 25 years. This estimate is rounded and adjusted for inflation. The estimated annual average for sales tax increment generated is $691,000. For comparison, the City of Pueblo budgeted $75 million in general sales tax in 2024. This means that the projected retail development in the Dillon Drive Urban Renewal Plan area will generate annual sales tax revenues that are approximately 0.9% of the City's 2024 budgeted sales tax collections. This estimate does not include County or State Sales Tax collections.

[9] Inflation Adjusted @ 2% Annually

Taxing Entity Impacts

Assessing an Urban Renewal Plan's impacts on partnering taxing entities requires careful consideration of the revenue, services and infrastructure required to achieve that plan's goals. These impacts also need to consider the purpose of the Urban Renewal Plan. In addition to remediating blighting conditions, an Urban Renewal Plan typically is designed to bring about a public good, either in the form of public amenities or infrastructure, a specific type of development, additional housing, or employment.

The Dillon Drive Urban Renewal Plan area is intended to facilitate commercial development within a 46-acre area of the city. This area was found to exhibit eight of eleven statutorily defined blighting factors. Despite the area's proximity to the City's major arterials (US Hwy 50 and I-25), the 46-acres remain vacant and underutilized. There are significant development challenges with the site, including its lack of infrastructure and location within a 100-year floodplain. There is also structural deterioration noted in the Conditions Survey. The Dillon Drive Urban Renewal Plan is intended to help alleviate the present blighting conditions and provide incentives to make the proposed commercial development feasible and successful.

The Dillon Drive Urban Renewal Plan and its proposed development aligns with the City of Pueblo's Comprehensive Plan, its future land use, and the community's stated goals and visions for the property. The proposed development will not generate new housing, and therefore will not create impacts associated with new residents or students. Instead, this development represents a highly valued commercial development that will also create new property and sales tax revenue. The Dillon Drive Urban Renewal Plan represents a public private partnership that will eliminate blighting factors and attract significant investment to the City of Pueblo.

This public private partnership needs to be weighed against the possible fiscal impacts caused by the Urban Renewal Plan on partnering taxing entities. Colorado's Urban Renewal Law is direct in C.R.S. 31-25-107(3.5)I-V), when it lists requirements for Urban Renewal Impact Reports to evaluate potential impacts on effected taxing entities. The statute requires that the report examine County impacts, stating the following:

- An estimate on the county revenue impact, and on the cost and extent of additional county infrastructure and services required to serve development within the proposed urban renewal area, and the benefit of improvements within the urban renewal area to existing county infrastructure,
- A statement setting forth the method under which the authority or the municipality will finance, or that agreements are in place to finance, any additional County infrastructure and services required to serve development in the urban renewal area for the period in which all or any portion of the property taxes described in subparagraph (II) of paragraph (a) of subsection (9) of this section and levied by a county are paid to the authority,
- Any other estimated impacts of the urban renewal project on county services and revenues.

The Impact Report answers these requirements directly regarding the Dillon Drive Urban Renewal Plan's impacts to Pueblo County. This section will also address the Plan's impacts to the City of Pueblo, the Pueblo School District, the Pueblo City-County Library District and the remaining three taxing entities within the Plan area. Because the Plan area proposes only commercial development, only assessed value and revenue impacts are analyzed for these taxing entities. The Plan does not propose new residential units, and therefore will not generate new residents or students.

Impact Summary

The Dillon Drive Urban Renewal Plan is located within the 60B Taxing District and includes six (6) taxing entities. All six taxing entities levy a property tax within the Plan area. These districts include: Pueblo County, the City of Pueblo, the Pueblo School District (City), the Lower Arkansas Valley Water Conservancy District, the Southeastern Water Conservancy District, and the Pueblo City-County Library District.

The table below provides a comparison between the Project and all six taxing entities based on value and annual revenue collection. It provides a snapshot that demonstrates the Project's value and tax generation potential relative to each district. Specifically, it compares the Dillon Drive Urban Renewal Plan's assessed value (AV) and average annual property tax to these six taxing entities. The comparison represents a snapshot in time, contrasting the taxing entities' 2024 AV, budgeted property tax with the Plan's completed AV, and its average property tax. The reason for this comparison is to determine if the Plan area's Assessed Value and Tax Increment generated is significant at each taxing entity's AV or millage rate. This report qualifies "significance" as any Plan metric that is 10% or more than its associated taxing entity metric.

The table below summarizes this comparison. All comparisons over 10% are highlighted in red, as this represents a High Impact relative to assessed value and revenue. All comparisons greater than 5% but less than 10% are highlighted in brown. This percentage range represents a moderate impact to assessed value and revenue collections. Both high and moderate impacts indicate a need for PURA and the associated taxing entity to carefully assess the project's benefits and costs when drafting a tax increment financing agreement.

The Impact Assessment categories, which range from Low, Moderate, High, represent this report's Impact conclusion based on the quantitative comparison and additional measures explained in the following sections.

Dillon Drive Urban Renewal Plan Area Value and Tax Generation Comparison				
Taxing Entity Fiscal Impacts	**% District's Total AV**	**% District's Annual Property Tax**	**% District's Annual Sales Tax**	**Impact Assessment**
Pueblo County	0.3%	0.4%	-	Low
City of Pueblo	0.5%	0.5%	0.9%	Low
Pueblo School District 60	0.5%	0.6%	-	Low
Lower Arkansas Valley Water Conservancy	0.4%	0.4%	-	Low
Pueblo City-County Library District	0.3%	0.3%	-	Low
South East Water Conservancy	0.3%	0.4%	-	Low

The Report did not find any moderate or high impacts to value or revenue generated by the Dillon Drive Urban Renewal Plan and its forecasted tax increment. The fact that the proposed development is commercial development and will not generate any residential units, new residents, or students, implies that impacts beyond fiscal impacts are also low to each taxing entity. PURA and its associated taxing entities are encouraged to draft TIF agreements that ensure the Dillon Drive Urban Renewal Plan achieves its goal in remediating blight and making the development project feasible.

Pueblo County

Revenue Impacts

Pueblo County imposes a mill levy of 30.109 within the Dillon Drive Urban Renewal Plan area. This levy is a significant revenue source for the County's operations and funds. According to County's 2024 budget, net property taxes account for 17.5% of its General Fund revenue. According to the County's 2024, annual property tax collections amount to $71,607,825.

To quantify potential revenue impacts to the County, this report compared the projected annual property tax revenue within the renewal project to the County's budgeted property tax revenue. Projected property tax revenue is derived from new improvements and taxable equipment in the Plan area, meaning that the Plan area's base assessed value was not included in this comparison.

This Report projected the Plan area's annual property tax TIF revenue per the County's millage rate and compared it as a percentage to total property tax revenue collections. This report estimates that the Urban Renewal Plan's property tax increment generated at the County's millage rate will account for just 0.4% of its annual property tax revenue collections.

Pueblo County	2024 Property Tax Revenue (Budget)	Plan Area Estimated Tax Increment (Annual Average)	Percent of Total
Property Tax	$ 71.6 Million	$212,000	0.4%

The Dillon Drive Urban Renewal Plan will last 25 years. Over that time, the new improvements incentivized by this Plan will begin to accumulate incremental property tax revenue. These incremental property tax revenues represent a revenue stream that is remitted to PURA in accordance with law and pursuant to a TIF agreement in support of its remediation and redevelopment efforts in the Plan area.

The Plan area's projected development accounts for only 0.4% of the County's annual property tax revenue collections, when averaged. This report does not find this level to be fiscally significant to Pueblo County. The County's annual revenue budget, excluding debt proceeds, is $409,877,419. When compared to the Plan area's annual incremental property tax revenue, this amount is less than 0.0517% of the County's budgeted revenue. This means that over the next 25 years, the Urban Renewal Plan will alleviate blight and attract new commercial investment without significantly detracting from the County's revenues.

This report did not identify negative revenue impacts to Pueblo County caused by the Dillon Drive Urban Renewal Plan.

Infrastructure and Service Impacts

The Dillon Drive Urban Renewal Plan is within the City of Pueblo's municipal limits. The Plan is situated along state highway 50, and gains access to the City owned Street of Dillon Drive. Future infrastructure improvements such as central water and sewer services will be owned, operated and maintained by the City of Pueblo. The Plan area and its future development will not directly impact existing County infrastructure and services at this location, nor will it require the construction of new County infrastructure and/ or services at this location.

Development within the Plan will primarily access Dillon Drive, Bijou Street,. US Hwy 50 and I-25. These streets and arterials are owned and maintained by either the City of Pueblo or the state of Colorado. Ingress and egress points accessing the property will be designed and developed as part of the Urban Renewal Plan area. The financing of these improvements will be accomplished through a combination of developer contributions and tax increment financing. In addition to surface infrastructure, all water, sewer, police and fire services will also be served by the City of Pueblo.

This report did not find evidence that the Dillon Drive Urban Renewal Plan will require improvements to County-owned infrastructure. The Report also did not find evidence that the Dillon Drive Urban Renewal Plan will require Pueblo County to finance infrastructure improvements.

Although Pueblo County does provide services to Pueblo City residents, this plan is not projected to generate any new housing or new residents. The projected development is strictly commercial and will feature retail and office space throughout the area. This type of development will require water, sewer, and other utility services, in addition to fire protection. However, these services will be provided by the City and other taxing entities. For these reasons, this Report did not identify any significant impacts on Pueblo County services caused by this Plan.

County Impact Conclusion

This report concludes that the Dillon Drive Urban Renewal Plan will not generate adverse fiscal impacts on Pueblo County's revenue, infrastructure, or services.

Pueblo School District 60

Revenue Impacts

The Pueblo School District 60 (School District) is the taxing entity that levies the largest millage rate within the Dillon Drive Urban Renewal Plan area. The School District's millage rate is 45.021 including its Bond Levy, or approximately 45% of the total tax rate within the Plan area. The School District is therefore an important partner to PURA and vulnerable to the Plan's tax increment financing impacts.

According to the FY 2024 adopted budget, the School District general fund budgeted revenues is $459,227,561. Property tax revenue accounts for only 12%, or $53,097,440 of that total. The following table compares these annual tax revenues with the estimated annual incremental property tax revenue generated by the Dillon Drive Urban Renewal Plan.

Dillon Drive Urban Renewal Plan Impacts			
School District Fund	2024 Property Tax Revenue	Estimated Property Tax TIF (Annual Average)	Percent of Total
Total	**$53,097,440**	**$318,000**	**0.6%**

The Dillon Drive Urban Renewal Plan is not expected to generate a significant impact to the school district's annual property tax revenue given its low percent total of the District annual property tax revenue. The school district can effectively make this impact zero, however, it only pledges its School Finance Act (SFA) millage rate as part of a TIF sharing agreement. The state will backfill this fund, while mills dedicated to bonded debt service, overrides and abatements are not eligible for that reimbursement.

This report recommends that the School District pledge at least 100% of its SFA mill levy to Dillon Drive Urban Renewal Plan as it will not be adversely impacted.

Student Population Generation

The Dillon Drive Urban Renewal Plan is not projected to generate any residential development over the next 25-years. The commercial development proposed in the Plan area will create a negligible impact on the School District. Residential development, however, could lead to additional households and students, and therefore additional impacts on the school district. Because the Dillon Drive Urban Renewal Plan does not contemplate any residential development in the Plan area, this report concludes that there will be no students generated by this Plan. The possible impacts derived from residential development are not applicable to this Plan area. This report forecasts potential student generation to quantify that impact.

School District Impact Conclusion

The Dillon Drive Urban Renewal Plan is likely to not generate significant impacts on the Pueblo County School District 60. The Plan's projected property tax TIF represents only 0.6% of the district's annual property tax revenue.

Although PDC finds the impacts of the Dillon Drive Urban Renewal Plan to be minimal on the school district, this report does not recommend allocating any debt service mill levy to the plan area. Instead, this report recommends that the school district pledge its SFA levy in support of the Dillon Drive Urban Renewal Plan.

City of Pueblo

Revenue Impacts

The City of Pueblo imposes a mill levy of 15.633 within the Dillon Drive Urban Renewal Plan area. This mill levy is a significant revenue source to the City's general fund. According to the City's adopted FY2024 budget, General Fund revenues are estimated to be $102,092,312. Property tax revenue represents 21% of this total, or $21,046,922.[10]

To quantify potential revenue impacts to the City, this report compares the projected annual property tax revenue within the Plan area to the City's property tax revenue. Projected property tax revenue is derived from new improvements in the Plan area, meaning that the Plan area's base assessed value was not included in this comparison.

This Report projected the Dillon Drive Urban Renewal Plan area's annual property tax TIF per the City's millage rate and compared it as a percentage to total property tax revenue collections. This report estimates that the Plan area's property tax increment generated at the City's 15.633 millage rate will account for 0.3% of the City's annual property tax revenue collections.

City of Pueblo	2024 Property Tax Revenue (Budget)	Property Tax TIF (25-Year Annual Average)	Percent of Total
General Fund	$ 21,046,922	$110,000	0.5%

This report also evaluated sales tax revenue that may be generated by the Dillon Drive Urban Renewal Plan. The proposed development is expected to generate 80,600 square feet of retail commercial space. Using assumptions outlined in Section 3, the renewal project should generate an average of $691,000 sales tax annually. This sales tax TIF represents 0.9% of the City's annual sales tax revenues.

City of Pueblo	2023 Sales Tax Revenue (Budgeted)	Sales Tax TIF (25-Year Annual Average)	Percent of Total
General Fund	$ 75,525,971	$ 691,000	0.9%

These revenue impacts are well below the 10% threshold that typically signals a possible fiscal impact. The report recommends that given the Plan's low fiscal impact, the City should be willing to share both its property and sales tax levy with the Project to ensure that the project becomes feasible.

Infrastructure and Service Impacts

The Dillon Drive Urban Renewal Plan will help facilitate new commercial development throughout an underutilized and blighted parcel within municipal limits. This commercial development will align with the Comprehensive Plan's vision for this area by bringing commercial retail to a highly trafficked area. This development will require infrastructure and services to be successful, however, the extension of these services will be financed via the Urban Renewal Plan. This mitigates financial impacts on the City while also achieving the municipal goal of attracting commercial development to this area.

The Dillon Drive Urban Renewal Plan will not generate residential development, and therefore will not directly increase population for the City of Pueblo. This means that impacts to infrastructure and

[10] Per City's 2024 Budget.

services will be minor. This report finds the Plan's demands on infrastructure and services to constitute an insignificant impact on the City.

City of Pueblo Impact Conclusion

This report finds that the Dillon Drive Urban Renewal Plan will not create significant impacts to the City of Pueblo's finances and services. The City of Pueblo should pledge both its Property and Sales tax levy to this Urban Renewal Project because these impacts are minor. This revenue sharing agreement will succeed in remediating blight and attracting new development that satisfies community goals for this area.

Impact Summary on Remaining Taxing Entities

The Dillon Drive Urban Renewal Plan is designed to remediate blight and incentivize commercial development. Residential development is not considered within this Plan, and it will not generate new residents or students. TIF projections indicate that annual property tax collections are less than 1% for all associated taxing entities' annual property tax collections. The fact that this project is strictly a commercial development and generates an insignificant amount of annual property tax relative the taxing entities' annual budgets, the Report concludes that there are no negative impacts forecast for the partnering taxing entities. These taxing entities include Pueblo County, City of Pueblo, the Pueblo School District, the Southeast Water Conservancy District, the Lower Arkansas Valley Conservancy District, and Pueblo County-City Library District.

The Dilon Drive Urban Renewal Plan is designed to remove blighting factors, attract investment, and promote development that is in alignment with the City's Comprehensive Plan and Zoning Districts. The Dillon Drive Urban Renewal Plan will provide these benefits without negatively impacting partnering taxing entities. This Report suggests that the partnering taxing entities that are not impacted support this renewal project as it will advance Pueblo Comprehensive planning goals for the area and generate a positive impact on the Pueblo Community.

Conclusion and Recommendations

The Pueblo Urban Renewal Plan represents a creative and proven approach to Urban Renewal in Colorado and in the City of Pueblo. This Plan targets an area where a private developer has proposed a commercial development. This development is being jeopardized, however, by challenging "blighting factors" afflicting the property. The Conditions Survey identified eight blighted area factors on this site, many of which contribute to significant development costs. The Dillon Drive Urban Renewal Plan will help eliminate the blighting factors identified in the Conditions Survey, which will remove barriers to development in the area. The development and the blight remediation will likely require tax increment financing to make the project viable and ensure its success.

This report finds that the Plan will not generate significant impacts to any of the six partnering taxing entities that levy a mill within the 60B Tax Area.

This report recommends the following:

- **All participating taxing entities could pledge 100% of their millage rate to PURA and this Plan Area for the full duration of the Plan.**
- **The School District could pledge 100% of its School Finance Act millage rate to this Plan.**
- **The City of Pueblo could pledge 100% of its 3% general sales tax levy to this Plan.**
- **All Bond Redemption Levies should be exempt from TIF agreements with PURA.**

This report only recommends TIF sharing agreements that will provide PURA with the funds it needs to financially support the Dillon Drive Urban Renewal Plan, remediate blighted area factors, and make the development feasible. Proper TIF sharing agreements will ensure this development remediates blight and attracts investment that match community desires, without adversely impacting PURA's partners.

Appendix

Tax Increment Pro Forma

Dillon Drive URA Plan

Combined Annual Proforma

		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
Absorption Schedule																											
Residential		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Commercial		-	-	32,000	35,600	37,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Residential Units		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total Commercial SF		-	-	32,000	35,600	37,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Project Total Value																											
Residential		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Commercial		$ -	$ -	$ 7,904,360	$ 7,980,378	$ 12,647,988	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Residential Actual Value		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Total Commercial Actual Value		**$ -**	**$ -**	**$ 7,904,360**	**$ 7,980,378**	**$ 12,647,988**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Project Taxable Value																											
Residential Ratio	6.90%																										
Commercial Ratio	25.0%																										
Assessor % Reduction	100%																										
Residential Taxable Value		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Commercial Taxable Value		$ -	$ -	$ 1,976,090	$ 1,995,094	$ 3,161,997	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Project Assessed Value (Taxable Value)		**$ -**	**$ -**	**$ 1,976,090**	**$ 1,995,094**	**$ 3,161,997**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**										
Estimated Increment																											
Annual NET AV (Assessed Value)		**$ -**	**$ -**	**$ 1,976,090**	**$ 1,995,094**	**$ 3,161,997**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Inflation Factor	2%																										
Total NET AV (Inflation Adjusted)		$ -	$ -	$ 2,015,612	$ 4,010,706	$ 7,316,157	$ 7,316,157	$ 7,462,480	$ 7,462,480	$ 7,611,730	$ 7,611,730	$ 7,763,965	$ 7,763,965	$ 7,919,244	$ 7,919,244	$ 8,077,629	$ 8,077,629	$ 8,239,181	$ 8,239,181	$ 8,403,965	$ 8,403,965	$ 8,572,044	$ 8,572,044	$ 8,743,485	$ 8,743,485	$ 8,918,355	$ 8,918,355
Estimated Base																											
Existing Taxable Value		$ 22,500	$ 22,500	$ 22,950	$ 22,950	$ 23,409	$ 23,409	$ 23,877	$ 23,877	$ 24,355	$ 24,355	$ 24,842	$ 24,842	$ 25,339	$ 25,339	$ 25,845	$ 25,845	$ 26,362	$ 26,362	$ 26,890	$ 26,890	$ 27,427	$ 27,427	$ 27,976	$ 27,976	$ 28,535	$ 28,535
Inflation Factor	2%																										
Incremental Taxable Value		$ -	$ -	$ 1,992,662	$ 3,987,756	$ 7,292,748	$ 7,292,748	$ 7,438,603	$ 7,438,603	$ 7,587,375	$ 7,587,375	$ 7,739,123	$ 7,739,123	$ 7,893,905	$ 7,893,905	$ 8,051,783	$ 8,051,783	$ 8,212,819	$ 8,212,819	$ 8,377,075	$ 8,377,075	$ 8,544,617	$ 8,544,617	$ 8,715,509	$ 8,715,509	$ 8,889,819	$ 8,889,819
Project Sales Tax																											
Sales Tax Rate	3.00%																										
Retail SALES Per SF		$ -	$ -	$ 8,100,000	$ 2,691,000	$ 8,010,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sales Tax %																											
Total Retail Sales Per SF		$ -	$ -	$ 8,100,000	$ 10,791,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000	$ 18,801,000
Estimated Annual Sales Tax		$ -	$ -	$ 243,000	$ 323,730	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030

Property Tax TIF Estimates	*Plan Yr -->*	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
Property Tax																											
Total Incremental Taxable Value		$ -	$ -	$ 1,992,662	$ 3,987,756	$ 7,292,748	$ 7,292,748	$ 7,438,603	$ 7,438,603	$ 7,587,375	$ 7,587,375	$ 7,739,123	$ 7,739,123	$ 7,893,905	$ 7,893,905	$ 8,051,783	$ 8,051,783	$ 8,212,819	$ 8,212,819	$ 8,377,075	$ 8,377,075	$ 8,544,617	$ 8,544,617	$ 8,715,509	$ 8,715,509	$ 8,889,819	$ 8,889,819
Mill Levy	99.08																										
Annual Incremental Estimate		**$ -**	**$ -**	**$ 197,433**	**$ 395,107**	**$ 722,565**	**$ 722,565**	**$ 737,017**	**$ 737,017**	**$ 751,757**	**$ 751,757**	**$ 766,792**	**$ 766,792**	**$ 782,128**	**$ 782,128**	**$ 797,771**	**$ 797,771**	**$ 813,726**	**$ 813,726**	**$ 830,001**	**$ 830,001**	**$ 846,601**	**$ 846,601**	**$ 863,533**	**$ 863,533**	**$ 880,803**	**$ 880,803**
Discount Rate	7.00%																										
NPV	**$7,034,516**																										

Sales Tax TIF Estimate																											
Retail SF		-	-	8,100,000	10,791,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000	18,801,000
Estimated Annual Sales Tax		$ -	$ -	$ 243,000	$ 323,730	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030
Sales Tax Sharing %	100%																										
Estimated Sales Tax Increment		$ -	$ -	$ 243,000	$ 323,730	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030	$ 564,030
Inflation Adjustment	2%																										
Inflation Adjusted Sales		$ -	$ -	$ 263,031	$ 357,424	$ 635,189	$ 647,893	$ 660,851	$ 674,068	$ 687,549	$ 701,300	$ 715,326	$ 729,633	$ 744,226	$ 759,110	$ 774,292	$ 789,778	$ 805,574	$ 821,685	$ 838,119	$ 854,881	$ 871,979	$ 889,418	$ 907,207	$ 925,351	$ 943,858	$ 962,735
Rolling Inflation																											
Discount Rate	7.00%																										
NPV /No Inflation	**$5,204,938**																										
NPV w/ Inflation	**$6,797,163**																										

Docusign Envelope ID: DA2DF33D-58B2-45AC-8AFB-4C5BAEA8E790

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 11, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT OF BERITT ODOM TO THE POSITION OF DIRECTOR OF PLANNING & COMMUNITY SERVICE AND LAND USE ADMINISTRATOR

SUMMARY:

The Mayor has appointed Beritt Odom to the position of Director of Planning & Community Service and Land Use Administrator and requests confirmation of said appointment by the City council. Such appointment is based on Ms. Odom's education, training, experience and fitness for position.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Ms. Odom holds a master's degree in political science/public policy and a bachelor's degree in political science/business administration. She brings over 19 years of professional planning and administrative experience, providing excellent administrative, project management, and coordination skills. She has held key roles with the City of Pueblo's Planning & Zoning Commission, Zoning Board of Appeals, and Historic Preservation Commission. Ms. Odom is extremely well-versed in land use codes and is responsible for the review and management of land use applications, including subdivisions, zoning map amendments, and annexations. She also initiates and oversees revisions to Title 17 of the Pueblo Municipal Code, including mandated codes from state legislation. Following a formal panel interview process, I believe Ms. Odom will bring her experience and professionalism to lead our Department of Housing & Citizen Service and Land Use Administrator and provide quality direction to our elected officials.

Docusign Envelope ID: DA2DF33D-58B2-45AC-8AFB-4C5BAEA8E790

FINANCIAL IMPLICATIONS:

The salary and benefits of the Director of Planning & Community Service and Land Use Administrator have been budgeted and appropriated within the 2025 budget.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Failure to confirm the appointment of the Director of Planning & Community Service and Land Use Administrator will result in that position remaining vacant.

RECOMMENDATION:

Approval of Resolution

ATTACHMENTS:

1. Beritt Odom Appointment Packet

Docusign Envelope ID: DA2DF33D-58B2-45AC-8AFB-4C5BAEA8E790

RESOLUTION NO. 16087

A RESOLUTION CONFIRMING THE APPOINTMENT OF BERITT ODOM TO THE POSITION OF DIRECTOR OF PLANNING & COMMUNITY SERVICE AND LAND USE ADMINISTRATOR

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of the appointment of Beritt Odom to the position of Director of Planning & Community Service and Land Use Administrator

WHEREAS, Beritt Odom meets or exceeds the qualifications for the appointment as Director of Planning & Community Service and Land Use Administrator

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Beritt Odom as Director of Planning & Community Service and Land Use Administrator shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 11, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

Beritt Odom

[redacted]

bodom@pueblo.us

July 14, 2025

Mayor Heather Graham
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Dear Mayor Graham,

I am writing to express my strong interest in the Planning and Community Development Director position. With 21 years of progressive experience in urban planning, land use policy, and organizational leadership, I offer a strategic vision and a collaborative approach to guiding development within the City of Pueblo.

In my current role as Principal Planner for the city, I lead the land use team in developing and implementing long-range plans, strategic plans, the Pueblo Municipal Code, and executive initiatives. In this role, I have facilitated public engagement processes, collaborated with multiple city departments and community partners resulting in the completion of successful public projects and productive land use processes.

I am excited about the opportunity to lead the Planning and Community Development Department, which has a strong reputation for excellent customer service and problem solving. I will be a working director; leading by example is important, it builds credibility, trust, reinforces expectations, creates a culture of accountability, and builds morale. At the same time, I believe smart delegation is essential to a healthy functioning department. I will delegate appropriate tasks to team members who are competent, willing and motivated, resulting in increased staff confidence, and efficient public service.

I am committed to ensuring that all Planning Department staff regard themselves as a service providers rather than regulators. I will continue to foster positive collaboration with our fellow reviewing departments to plan and facilitate development rather than collating regulatory requirements that do not meet the needs of Pueblo citizens. I will work with team members to identify mechanisms to increase efficiency and morale. It is my intent to tailor work tasks to individual interests as much as possible. Individuals who take satisfaction in their work typically produce higher-quality results.

My enclosed resume and application highlight key accomplishments of my municipal planning, municipal clerk, and management roles. I welcome the opportunity to discuss how my qualifications and experience support the city's vision and will contribute to shaping a thriving future for the city and its residents.

Sincerely,

Beritt Odom

EMPLOYMENT APPLICATION

CITY OF PUEBLO
301 West B Street
Pueblo, Colorado 81003
719-553-2635
http://www.pueblo.us/jobs

Odom, Beritt Elizabeth
2506-1013 DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT

Received: 7/14/25 5:48 PM
For Official Use Only:
QUAL:_____
DNQ:_____
□Experience
□Training
□Other:_____

PERSONAL INFORMATION

POSITION TITLE: DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT	**EXAM ID#:** 2506-1013
NAME: (Last, First, Middle) Odom, Beritt Elizabeth	**SOCIAL SECURITY NUMBER:** [redacted]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [redacted]	**EMAIL ADDRESS:** [redacted]
HOME PHONE: [redacted]	

DRIVER'S LICENSE: ■ Yes □ No	**DRIVER'S LICENSE:** **State:** CO **Number:** [redacted]	**LEGAL RIGHT TO WORK IN THE UNITED STATES?** ■ Yes □ No

What is your highest level of education?
Master's Degree

PREFERENCES

ARE YOU WILLING TO RELOCATE?
■Yes □No □Maybe

WHAT TYPE OF JOB ARE YOU LOOKING FOR?
Regular

TYPES OF WORK YOU WILL ACCEPT:
Full Time

SHIFTS YOU WILL ACCEPT:
Day,Evening,Night,Weekends,On Call (as needed)

OBJECTIVE:
To secure the Director of Planning and Community Development position.

EDUCATION

DATES:	**SCHOOL NAME:** Colorado State University-Pueblo	
LOCATION:(City, State/Province) Pueblo , Colorado	**DID YOU GRADUATE?** ■Yes □No	**DEGREE RECEIVED:** Bachelor's
MAJOR: Political Science/Business Administration		**UNITS COMPLETED:** 7 - Semester
DATES:	**SCHOOL NAME:** University of Northern Colorado	
LOCATION:(City, State/Province) Greeley , Colorado	**DID YOU GRADUATE?** □Yes ■No	**DEGREE RECEIVED:** No Degree
MAJOR: Undeclared		**UNITS COMPLETED:** 2 - Semester
DATES:	**SCHOOL NAME:** University of Colorado-Denver	
LOCATION:(City, State/Province) Denver , Colorado	**DID YOU GRADUATE?** ■Yes □No	**DEGREE RECEIVED:** Master's
MAJOR: Political Science/Public Policy		**UNITS COMPLETED:** 5 - Semester

WORK EXPERIENCE

DATES: From: 12/2019 To: 6/2025	**EMPLOYER:** City of Pueblo Planning and Community Development Department	**POSITION TITLE:** Principal Planner
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 211 E. D Street, Pueblo, Colorado, 81003		**COMPANY URL:** https://www.pueblo.us/101/Planning-Community-Development-Zoning
PHONE NUMBER: 719-553-2259	**SUPERVISOR:** Scott Hobson - Acting Director of Planning and Community Development	**MAY WE CONTACT THIS EMPLOYER?** ■Yes □No

HOURS PER WEEK:	# OF EMPLOYEES SUPERVISED:	
45	7	

DUTIES:
I supervise, direct, and coordinate a staff of seven including one Senior Planner, three Planners, two Land Use Technicians, and one Office Assistant.
I am the staff liaison with the Planning and Zoning Commission, ensuring commission protocols are followed.
I was instrumental in developing and implementing the bi-monthly Development Review Committee meetings, facilitating development through open communication between reviewing agencies and developers.
Instituted weekly city interdepartmental review meetings to ensure timely development reviews and responses to developers.
Regularly devise creative development solutions that meet the municipal code requirements and standards.
Train all new planning staff members on municipal code requirements, applicable Colorado Revised Statutes, review processes, and commission and board protocols.
Review and edit all Zoning Board of Appeals, Planning and Zoning Commission, and Historic Preservation Commission staff reports.
I have excellent skills at deescalating contentious situations between staff and between staff and the public.
I played a key role in managing the development of the 2022 Pueblo Regional Comprehensive Plan, public outreach for the plan and adoption of the plan.
I initiate and oversee revisions to Title 17 of the Pueblo Municipal Code, specifically those mandated by recent state legislation.

REASON FOR LEAVING:
I am currently employed as the Principal Planner

DATES:	EMPLOYER:	POSITION TITLE:
From: 2/2017 To: 8/2019	City of Pueblo	Sr. Planner
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 211 E. D Street, Pueblo, Colorado, 81003		**COMPANY URL:** https://www.pueblo.us/101/Planning-Community-Development
PHONE NUMBER: 719-553-2259	**SUPERVISOR:** Steven Meier - Director of Planning and Community Development	**MAY WE CONTACT THIS EMPLOYER?** ■Yes □No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 0	

DUTIES:
Drafted and submitted $2 million Great Outdoors Colorado Connect Initiative grant request for the Arkansas River Levee Trail project.
Drafted and submitted $350,000 Department of Local Affairs Energy and Mineral Impact Assistance Fund grant for the Arkansas River Levee Trail project.
Implemented the first phase of development for the Arkansas River Levee Park project.
Managed the Arkansas River Levee Master Planning process and plan development, including stakeholder coordination and extensive public outreach.
Coordinated and managed the Runyon/Fountain Lakes State Wildlife Area stakeholder group to cooperatively engage in long-term planning to promote the maximum beneficial development and maintenance of the area as directed by Senate Bill 17-073.
Drafted a management plan for the Runyon/Fountain Lakes State Wildlife Area that was presented to the general assembly's committees.
Responsible for review and management of land-use applications, including subdivisions, zoning map amendments, and annexations.
Responsible for review and management of commercial development applications.
Drafted new Industrial Development Standards for the city's zoning code, to facilitate appropriate aesthetically appealing industrial development within the city.
Responsible for reviewing the municipal zoning code to identify code revisions to facilitate appropriate development within the city.
Drafted a zoning code update to the wireless communications regulations.
Implemented and managed the GOCO Inspire Initiative aimed at inspiring youth to appreciate, enjoy, and foster stewardship of the great outdoors.

REASON FOR LEAVING:
I was promoted to Principal Planner

DATES:	EMPLOYER:	POSITION TITLE:
From: 6/2015 To: 1/2017	Town of Springfield	Town Manager/Clerk
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 748 Main Street, Springfield, Colorado, 81073		**COMPANY URL:** https://www.colorado.gov/pacific/springfield
PHONE NUMBER: 719-523-4528	**SUPERVISOR:** Town Board of Trustees	**MAY WE CONTACT THIS EMPLOYER?** ■Yes □No
HOURS PER WEEK: 50	**# OF EMPLOYEES SUPERVISED:** 12	

DUTIES:
Developed and administered annual Town Budget including the General Fund, Sewer Fund, Water Fund, and Electric Fund.
Recruited, hired, and supervised department heads and town staff.
Managed and planned town capital improvements.
Managed, coordinated, and implemented the 2016 town election.
Developed and presented a case to retain the town's electric utility, preventing the sale of the utility to the surrounding electric cooperative utility.
Secured and managed a Department of Local Affairs Energy and Mineral Impact Grant to remodel Town Hall, making it ADA accessible.
Organized, managed, and preserved all town records.
Prepared reports and agendas for the monthly Town Board of Trustee meetings.

REASON FOR LEAVING:
I left my position for personal reasons, unrelated to my position as Town Manager/Clerk.

DATES: From: 8/2010 To: 6/2015	**EMPLOYER:** City of Pueblo	**POSITION TITLE:** Sr. Planner
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 211 E. D Street, Pueblo, Colorado, 81003		**COMPANY URL:** https://www.pueblo.us/101/Planning-Community-Development
PHONE NUMBER: 719-553-2259	**SUPERVISOR:** Steven Meier - Director of Planning and Community Development	**MAY WE CONTACT THIS EMPLOYER?** ■Yes □No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 0	

DUTIES:
Drafted and managed the RFP process for the Black Hills Power Plant 5 and 6 redevelopment initiative.
Managed long range capital expenditures for the City of Pueblo's East Side neighborhood.
Coordinated and secured grants from the Great Outdoors Colorado, River Initiatives program to design and construct trails and recreation projects along the Fountain Creek corridor. The projects began in Colorado Springs and stretched south through El Paso County, the City of Fountain, to Pueblo, where we secured $1.3 million to construct a linear park, plaza, and skateboard park, adjacent to Fountain Creek at the El Centro del Quinto Sol Recreation Center.
Managed the $2.5 million River Initiative park and recreation project at El Centro del Quinto Sol Recreation Center.
Managed the Colorado Department of Transportation, Transportation Enhancement, East 4th Street, Streetscape, Improvement Project.
Coordinated and managed monthly Eastside Task Force meetings.
Coordinated and implemented a partnership between the CU-Boulder School of Environmental Design and the city to develop a master plan for affordable housing, streetscape, commercial redevelopment and recreation for the city's Eastside neighborhood.
Developed a partnership between the Police Department and Planning and Community Development Department to address the concerns of Eastside residents and business owners regarding crime and safety along the East 4th commercial corridor.
Coordinated with the Colorado Department of Transportation on roadway enhancement projects and long-range transportation planning.
Supervised a CU-Boulder intern, summer of 2012.
Responsible for review of residential and commercial development plans and overall public information.
Prepared staff reports for zoning map amendments, subdivisions, right-of-way vacations, master development plans, and annexations.
Coordinated and managed a comprehensive plan committee to review and update the Pueblo Comprehensive Plan. The committee was comprised of Pueblo County Planning Department staff, Pueblo West Metropolitan District staff, and City of Pueblo staff.
Drafted and implemented updates to the Pueblo Comprehensive Plan in 2014.
Drafted updates to the Pueblo Area Council of Governments 2040 Long Range Transportation Plan.

REASON FOR LEAVING:
I secured the Town Manager/Clerk position with the Town of Springfield, Colorado.

DATES: From: 7/2006 To: 8/2010	**EMPLOYER:** City of Pueblo	**POSITION TITLE:** Planner
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 211 E, D Street, Pueblo, Colorado, 81003		**COMPANY URL:** https://www.pueblo.us/101/Planning-Community-Development
PHONE NUMBER: 719-553-2259	**SUPERVISOR:** Jerry - Pacheco	**MAY WE CONTACT THIS EMPLOYER?** ■Yes □No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 0	

DUTIES:
Coordinated interdepartmental review of land-use applications for zoning map amendments, subdivisions, right-of-way vacations, master development plans, and annexations.
Prepared thorough and concise staff reports for zoning map amendments, subdivisions, right-of-way vacations, master development plans, and annexations.
Responsible for scheduling and facilitating Planning and Zoning Commission Public Hearings and work-sessions.
Coordinated and managed weekly interdepartmental Subdivision Review Committee meetings.
Review of residential and commercial development plans.
Accountable to the public to answer land-use inquiries.
Drafted zoning code amendments.

REASON FOR LEAVING:
I was promoted to Sr. Planner

DATES: From: 10/2005 To: 6/2006	**EMPLOYER:** City of Monte Vista	**POSITION TITLE:** Community Development Specialist
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 95 W. First Ave, Monte Vista, Colorado, 81144		**COMPANY URL:** https://www.cityofmontevista.com/
PHONE NUMBER: 719-852-2692	**SUPERVISOR:** Don Vanwormer - City Manager	**MAY WE CONTACT THIS EMPLOYER?** ■Yes □No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 0	

DUTIES:
Reviewed and managed development applications.
Prepared staff reports and recommendations for land use applications for the Planning and Zoning Commission, Zoning Board of Appeals, and City Council.
Staff planner in charge of scheduling, coordinating, and facilitating Planning Commission and Zoning Board of Appeals Public Hearings.
Scheduled and facilitated monthly Planning and Zoning Commission work-sessions to analyze the zoning code, provide recommendations for amendments, and drafted necessary zoning code amendments.
Coordinated downtown projects with the Urban Renewal Authority.
Secured Transportation Enhancement Grant for Main Street streetscape improvements.
Accountable to the public to research and provide administrative documentation related to planning and zoning inquiries.

REASON FOR LEAVING:
I secured a Planner position with the City of Pueblo.

DATES:	**EMPLOYER:**	**POSITION TITLE:**
From: 1/2004 To: 10/2005	City of Florence	Colorado Department of Local Affairs Intern
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 600 W. 3rd Street, Florence , Colorado, 81226		**COMPANY URL:** https://www.colorado.gov/pacific/florencecolorado/city-departments
PHONE NUMBER: 719-784-4848	**SUPERVISOR:** Tom Piltingsrud - City Manager	**MAY WE CONTACT THIS EMPLOYER?** ■Yes □No
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 0	

DUTIES:
Managed a Master Plan Committee that included the public, staff, and elected officials.
Drafted the city's Master Plan that was adopted in 2006.
Implemented GIS and created GIS maps for projects.
Provided planning assistance to the public in the absence of the part-time city planner/building inspector.
Organized and facilitated meetings with the public to address concerns and municipal services.
Coordinated public and private partnerships to continue the operation of the Florence Municipal Swimming Pool and the Florence Senior Center.

REASON FOR LEAVING:
My two-year internship was ending in January 2006 and I secured the Community Development Specialist position with the City of Monte Vista, CO.

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills

Nothing Entered For This Section

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

Nothing Entered For This Section

Beritt Odom

[redacted]
bodom@pueblo.us

Summary

Professional urban planner with 21 years of planning experience in urban design review, development review, project management, public outreach, long-range planning, strategic planning, and related municipal experience in managing employees, coordination of intergovernmental agencies, municipal utilities, capital projects, and municipal budgets.

Education

Master of Arts: Political Science with an emphasis in Public Policy
University of Colorado
Graduation Date: May, 2010

Bachelor of Science: Political Science with an emphasis in Business Administration
Colorado State University-Pueblo
Graduation Date: December, 2001

Professional Experience

Principal Planner **December 2019-Present**
City of Pueblo, Colorado
Responsible for managing the Planning and Community Development Department's land use team and completing complex urban planning tasks. I provide technical guidance to the Land Use Administrator/Acting Director of Planning and Community Development Department, planning staff, Planning and Zoning Commission, Zoning Board of Appeals, and Historic Preservation Commission. Duties include ensuring land use requests and processes conform to the provisions of the Pueblo Municipal Code and Colorado Revised Statutes.

Key accomplishments:

- Instrumental in developing and implementing the bi-monthly Development Review Committee meetings with all city reviewing departments, reviewing partner agencies and developers.
- Instituted weekly city interdepartmental review meetings to ensure timely development reviews and responses to developers.
- Draft Land Use Determinations for the Land Use Administrator.
- Regularly devise creative development solutions that meet municipal code requirements and standards.
- Train all new planning staff members on municipal code requirements, applicable Colorado Revised Statutes, review processes, and commission and board protocols.
- Review and edit all Zoning Board of Appeals, Planning and Zoning Commission, and Historic Preservation Commission staff reports.
- Excellent ability to deescalate contentious situations between planning staff and between planning staff and the public.
- Instrumental in managing the development of the 2022 Pueblo Regional Comprehensive Plan, public outreach for the plan and adoption of the plan.
- Initiate and oversee revisions to Title 17 of the Pueblo Municipal Code, specifically those mandated by recent state legislation.

Senior Planner **February 2017-December 2019**
City of Pueblo, Colorado
Responsible for performing professional and technical urban planning activities, which includes providing technical guidance to the Land Use Administrator and Director of Planning and Community Development, Planning and Zoning Commission, and Zoning Board of Appeals. Duties include review, interpretation, and implementation of the zoning code; revisions to the zoning code to promote equitable development; project planning and development; grant writing and management; management of subdivision, rezoning, and annexation requests; and review of development applications.

Key accomplishments:

- Prepared and submitted the $2 million Great Outdoors Colorado, Connect Initiative grant request for the Arkansas River Levee Project.
- Prepared and submitted a $350,000 Department of Local Affairs Energy and Mineral Impact Assistance Fund grant for the Arkansas River Levee Trail project.
- Managed the Arkansas River Levee Park Master Planning process and plan development, including stakeholder coordination and extensive public outreach.
- Coordinated, managed, and wrote the Runyon/Fountain Lakes State Wildlife Area Management Plan that was mandated by Senate Bill 17-073.
- Performed statutory research of enclave annexation procedures and implementation of the North Vista Enclave Annexations 1-6.
- Scheduled and facilitated the weekly Subdivision Review Committee meetings.
- Drafted and codified the Industrial Development Standards for the city's zoning code, to facilitate appropriate industrial development within the city.
- Drafted a zoning code update of the city's wireless communications regulations.
- Implemented and managed the Great Outdoors Inspire Initiative, aimed at inspiring youth to appreciate and enjoy the outdoors. The program received a merit award from the Colorado chapter of the American Planning Association, 2018.

Town Manager/Clerk
Town of Springfield, Colorado **June 2015-January 2017**

Chief administrative official for the Town of Springfield Colorado, population 1,400, providing supervision of 12 full-time employees, all municipal records, multiple municipal departments, three municipal utilities, and a budget of $4.6 million.

Key Accomplishments:

- Developed and administered the annual General Fund, Sewer Fund, Water Fund, and Electric Fund Budgets.
- Recruited, hired, and supervised town staff.
- Responsible for staff evaluation and disciplinary measures.
- Developed and presented a case to retain the town's electric utility, preventing the sale of the utility to the surrounding electric cooperative.
- Department of Local Affairs Energy and Mineral Impact Assistance grant procurement and management for Town Hall renovations.
- Organized, managed, and preserved all town records.
- Coordinated and managed the 2016 town election.
- Implemented the municipal code, including the zoning code.
- Prepared reports and agendas for the Zoning Board of Appeals and Town Board of Trustee meetings.

Senior Planner **August 2010-June 2015**
City of Pueblo/Pueblo Urban Renewal Authority, Colorado

Responsible for performing professional and technical urban planning activities within a variety of planning areas, which include land use, roadway and transportation corridor planning, urban design, long range planning, project development, project management, and neighborhood planning.

Key Accomplishments:

- Developed and managed the Black Hills Power Plant 5 and 6 Redevelopment Request for Proposals.
- Initiated and managed redevelopment efforts for the Old Police Building (Brues Ale House and The Clink).
- Managed long-range capital expenditures for the City of Pueblo's Eastside neighborhood.
- Secured a $1.3 million dollar grant from Great Outdoors Colorado to design and construct a trails and recreation project, along Fountain Creek, within Pueblo's Eastside neighborhood.
- Managed a $2.5 million park and recreation project along Fountain Creek.
- Managed the East 4th Street, Streetscape Improvement Project.
- Facilitated monthly Eastside Task Force meetings.

- Coordinated and implemented a partnership between the CU-Boulder School of Architecture and the city to develop affordable housing, streetscape, and recreational plans for the City's Eastside neighborhood.
- Developed an outreach partnership between the city Planning and Community Development Department and Police Department to address the concerns of Eastside residents and business owners regarding crime and safety along the East 4th Street commercial corridor.
- Coordinated with the Colorado Department of Transportation on roadway enhancement projects and long-range transportation planning.
- Responsible for review, interpretation, and implementation of the zoning code and land use regulations.
- Coordinated and managed a comprehensive plan committee, made up of staff from Pueblo West Metropolitan District, Pueblo County Planning Department, and City of Pueblo Planning, to review and update the Pueblo Comprehensive Plan.
- Drafted updates to the Pueblo Area Council of Governments 2040 Long Range Transportation Plan.

Planner **July 2006-August 2010**
City of Pueblo, Colorado
Responsible for performing professional and technical planning activities of general nature. Planning areas include land use, urban design, residential development, commercial development, staffing of the Planning and Zoning Commission, and the Zoning Board of Appeals.

Key Accomplishments:
- Coordinated interdepartmental review of land use applications for zoning map amendments, subdivisions, right-of-way vacations, master development plans, and annexations.
- Prepared thorough and concise staff reports for proposed zoning map amendments, subdivisions, right-of-way vacations, master development plans, and annexations.
- Facilitated Planning and Zoning Commission public hearings and work sessions.
- Coordinated and managed weekly interdepartmental Subdivision Review Committee Meetings.
- Accountable to the public to review residential development applications and answer land use inquiries.
- Drafted amendments to the zoning code's sign regulations, providing more flexibility for political and temporary signs.

Community Development Specialist **October 2005-June 2006**
City of Monte Vista, Colorado
Head of Community Development for the city, responsible for performing all planning functions within the rural community of approximately 3,600 residents. Performed all land use, residential development, commercial development, and long-range planning duties.

Key Accomplishments:
- Reviewed and managed development applications and long-range land use procedures.
- Facilitated Planning Commission Public Hearings.
- Prepared thorough and concise staff reports and recommendations related to land use issues.
- Facilitated monthly Planning and Zoning Commission work sessions to analyze the zoning code, provided recommendations for amendments, and drafted zoning code amendments.
- Coordinated downtown projects with the Urban Renewal Authority.
- Drafted successful Transportation Enhancement Grants.
- Accountable to the public to research and provide administrative documentation related to planning and zoning inquiries.

City of Florence Department of Local Affairs Intern **January 2004-October 2005**
City of Florence, Colorado
Reporting to the Florence City Manager, I was assigned various administrative duties, to include staffing the Southeastern Water Conservancy District, Regional Water Committee, Planning and Zoning Commission, and City Council meetings. I provided written reports to the committees and city manager. Assisted the part-time city planner with land use functions, long range planning, residential development, commercial development, and public inquiries.

Key Accomplishments:

- Represented the city manager and provided administrative support at community and district meetings.
- Managed a Master Plan Committee that included the public and elected officials.
- Drafted the 2006 Florence Master Plan.
- Filled in as a planning official in the absence of the part-time city planner/building inspector.
- Accountable to the public to research and provide administrative documentation related to planning and zoning inquiries.
- Organized and facilitated meetings with the public to address concerns regarding municipal services.
- Coordinated public and private partnerships to continue the operation of the Florence Municipal Swimming Pool and the Florence Senior Center.

Volunteer Board Service:

SunWest Credit Union Board of Directors Member **2024-Present**
Pueblo, Colorado

- Provide fiduciary oversight and strategic direction for a member owned financial institution.
- Develop and approve policies that govern the various aspects of the credit union's operations.
- Evaluate and provide guidance to the Chief Executive Officer.
- Ensure compliance with applicable state and federal laws.

Professional Affiliation:

American Planning Association Member **2006-Present**

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City Clerk's Office Item # Q2

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 11, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO CATHOLIC CHARITIES OF THE DIOCESE (DBA CATHOLIC CHARITIES OF SOUTHERN COLORADO) IN THE AMOUNT OF $1,000 TO SPONSOR THEIR 2025 COMMUNITY CHRISTMAS EVENT AT 9:00 AM AT THE SACRED HEART CATHEDRAL PARISH HALL ON FRIDAY, DECEMBER 19TH, 2025

SUMMARY:

Attached for consideration is a request for support of Catholic Charities of Southern Colorado in the amount of $1,000 to sponsor the 2025 Community Christmas Event at 9:00 AM at Sacred Heart Cathedral Parish Hall on Friday, December 19th, 2025. Sponsorship funds will provide 500 hats, iron-on decals, tools, and table set up for a “Make Your Own Hat” kids craft table.

PREVIOUS COUNCIL ACTION:

Council has supported Catholic Charities of Southern Colorado in the past, but this is the first request for this event.

BACKGROUND:

City Council Member Sarah Martinez is requesting $1,000 to sponsor Catholic Charities of Southern Colorado’s Community Christmas Event. The event will take place on Friday, December 19th, 2025, 9:00 AM at Sacred Heart Cathedral Parish Hall.

This event is free and open to the public. Each year, Catholic Charities of Southern Colorado spreads holiday cheer to families in need, ensuring that every child experiences the joy of the season. The holidays are a special time when we go the extra mile to make sure every child receives a gift and leaves with a smile.

Last year, over 300 children visited Santa Claus in a single day, were gifted a Beanie

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Baby from the Pueblo Fire Department and got to choose a new toy from Santa's Workshop. This year, they expect to serve at least 500 children and welcome more than 1,000 guests.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $1,000 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to Catholic Charities of Southern Colorado.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

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

ATTACHMENTS:

1. Sponsorship Request - Catholic Charities of the Diocese - Community Christmas Party
2. SOS - Catholic Charities of the Diocese - Pulled 7.8.25
3. 2025 Contingencies (Council) Catholic Charities of Southern Colorado

Docusign Envelope ID: DA2DF33D-58B2-45AC-8AFB-4C5BAEA8E790

RESOLUTION NO. 16088

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO CATHOLIC CHARITIES OF THE DIOCESE (DBA CATHOLIC CHARITIES OF SOUTHERN COLORADO) IN THE AMOUNT OF $1,000 TO SPONSOR THEIR 2025 COMMUNITY CHRISTMAS EVENT AT 9:00 AM AT THE SACRED HEART CATHEDRAL PARISH HALL ON FRIDAY, DECEMBER 19TH, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $1,000 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to Catholic Charities of Southern Colorado to sponsor their 2025 Community Christmas Event at 9:00 AM at Sacred Heart Cathedral Parish Hall on Friday, December 19th, 2025.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: August 11, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

Sponsorship Request
07/08/2025 10:58 AM (MDT)

city of PUEBLO colorado

Sponsorship Request

Requestor Name	Crystal Estrada
Date	07/08/2025
Business/Organization Name	Catholic Charities of Southern Colorado
Please share your business or organizations mission/goals	Catholic Charities of Southern Colorado (CCSoCo) is committed to strengthening families, alleviating poverty, and building stronger communities throughout Southern Colorado. Our mission is to provide compassionate, life-changing services that empower individuals and families to achieve stability, self-sufficiency, and hope. We offer a wide range of programs focused on food security, family support, and early childhood education—serving all people in need, regardless of faith or background.
Sponsorship request for	Event
Requested Amount	$1,000.00
Event Title	Community Christmas Event
Event Date	12/19/2025
Event Time	9:00 AM (MDT)
Event Location	414 W 11th St, Pueblo, CO 81003- Sacred Heart Cathedral Parish Hall
Admission to this event is	Free
Event Description:	Each year, Catholic Charities of Southern Colorado spreads holiday cheer to families in need, ensuring that every child experiences the joy of the season. The holidays are a special time when we go the extra mile to make sure every child receives a gift and leaves with a smile. This is a FREE COMMUNITY EVENT OPEN TO THE PUBLIC—created especially for children and families throughout Southern Colorado. Last year, over 300 children visited with Santa Claus in a single day, each receiving a Beanie Baby from the Pueblo Fire Department and choosing a brand-new toy from Santa's Workshop, thanks to the incredible generosity of our community. This year, we're planning an even bigger celebration! On Thursday, December 19, 2025, from 9:00 AM to 2:00 PM at Sacred Heart Cathedral Parish Hall, we expect

to serve at least 500 children and welcome more than 1,000 guests.

New this year is our "Make Your Own Hat" station, where kids can decorate their own hat with fun iron-on decals—just one of many exciting activities in store.

Come be a part of the joy. All are welcome!

Does your organization hold multiple events per year?

Yes

If yes, please list the event titles and a short description.

Espíritu
Espíritu is our annual signature fundraising event, and each year it takes on a unique theme based on the agency's focus. In 2026, we are excited to host a Masquerade Ball with a Mardi Gras theme, inspired by our upcoming fiscal year theme: Rooted in Service, Growing in Hope. This elegant evening brings together community leaders, partners, and supporters to celebrate our impact and raise critical funds that support the mission of Catholic Charities of Southern Colorado (CCSoCo).

Fall Outreach Event
Our Fall Outreach events are smaller, mission-driven gatherings that vary in format each year but always focus on strengthening community connections and sharing the work we do at CCSoCo. This year, we will host a "Make Your Own Hat" event where community members can make a donation, receive a trucker hat, and choose up to five iron-on decals to customize their own creation. It's a fun and interactive way to engage with our mission while supporting local families.

Community Christmas Party
For years, Catholic Charities hosted Christmas events exclusively for our client families. After the passing of Mr. Aguilera and the discontinuation of the broader community Christmas party, we felt a strong calling to step in and continue that legacy. This year marks our second annual Community Christmas Party open to the public. Last year's event was a huge success, serving hundreds of children and made possible by the generosity of supporters like you. We are committed to growing this FREE holiday celebration each year so that every child in our community can experience the joy, wonder, and magic of Christmas.

Sponsorship Benefits

As a valued contributor to our Santa's Workshop Toy Bank, you will be recognized on our social media platforms as well as at the event itself. We also warmly invite each contributor to attend and consider volunteering at the event, where you can witness firsthand the joy your generosity brings to so many children in our community.

Company/Organization Classification

- Non-Profit

Is your organization currently in good standing with the Secretary of State?

Yes

Have you applied for CSAC funding?

Yes

What other organizations or entities are you requesting funding from?

We are actively seeking support from a variety of community partners to ensure the success of this event. In addition to this request, we have submitted or plan to submit funding requests to local businesses, civic organizations, foundations, and individual donors. These include entities such as Latcon, El Pomar, Bank of the San Juans, PURA, CHFA, Private Donors and several more. We are also leveraging in-kind contributions and volunteer support to maximize our impact.

What population(s) does your organization primarily serve? (multi select)	• Disadvantaged – low income • Youth • Adults • Families • Senior Citizens • LGBTQ+ • Persons with disabilities • Veterans • Unhoused individuals
How many individuals did your organization serve last year?	3263
Please upload supporting documents such as sponsorship request letter, event flyer etc.	Community Christmas Party.pdf

Dear Community Supporter,

We know it may seem early to be talking about Christmas—but here at Catholic Charities of Southern Colorado (CCSoCo), we believe in starting early to ensure that every child in our community experiences the magic of the holiday season. Think of it as **Christmas in July!**

Each year, we serve thousands of families, and the holidays are an especially important time when we go the extra mile to make sure **every child receives a gift**. Last year, over 300 children visited with Santa Claus in a single day at our event, each receiving a Beanie Baby donated by the Pueblo Fire Department and selecting a brand-new toy from Santa's Workshop—thanks to the generosity of supporters like you.

This is a FREE COMMUNITY EVENT OPEN TO THE PUBLIC! This year, we plan to serve at least 500 children and expect over 1,000 guests to walk through our doors on Thursday, December 19, 2025, at Sacred Heart Cathedral Parish Hall from 9:00 AM to 2:00 PM. We're adding exciting new activities, including a "Make Your Own Hat" station where kids can personalize hats with fun iron-on decals.

To make this possible, we are asking for your support. Please consider one or more of the following sponsorship or volunteer opportunities:

🎩 **Kids "Make Your Own Hat" Station Sponsor – $1,000**

Your sponsorship will cover:

- 500 kids' hats
- Iron-on decals (up to 5 per child)
- Hat press tools and table setup

Sponsorship Benefits:

- Your company banner displayed at the station
- Opportunity for your staff to volunteer and assist kids
- Recognition on our social media as the activity sponsor

🍪 **Treat Sponsor**

Provide or help fund:

- Cookies, holiday treats, and small water bottles for over 1,000 guests

Multiple sponsors are welcome. You can donate baked goods or contribute to a fund we'll use to purchase them.

🎁 Santa's Workshop Toy Sponsor

Help us gift 500 children (ages 0–18) with:

- New toys or teen items
- Purchases from our Amazon Wishlist (delivered directly to our office)
- Monetary donations so we can shop on your behalf
- Direct delivery from retailers like Walmart or Target

Sponsorship Benefits:

- Your company banner displayed at the station
- Opportunity for your staff to volunteer and assist kids
- Recognition on our social media as the activity sponsor

🎄 Volunteer at the Event

We'll need a lot of helping hands! If you or your staff would like to volunteer, please reach out to: **Crystal Estrada – cestrada@ccsoco.org**

🔥 Other Ways to Help

- **Outdoor Heaters:** To keep families warm in line
- **Kid-Friendly Activity Booths:** If your business would like to host an activity or giveaway table (limited space available)
- **Truck & Equipment Displays:** Kids love big trucks! Police, Fire, Medical, Construction or other large vehicles welcome to join the fun
- **Toy Collection Site:** Host a toy drive at your company to collect toys for our holiday event.

If you or your company are able to assist with any of the items listed above, please contact Crystal Estrada at 719-406-0388 or email cestrada@ccsoco.org.

We are so grateful for the continued support of our amazing community. With your help, we can create a joyful and memorable experience for every child who walks through our doors this holiday season.

How you can contribute:

Send a check to:

Catholic Charities of Southern Colorado

Attn: Crystal Estrada

429 W. 10th St

Pueblo, CO 81003

****Please indicate on the check where you would like your contribution to be applied.***

Donation link:

https://secure.qgiv.com/for/appealform2/

Catholic Charities of Southern Colorado - secure.qgiv.com

Your gift helps families in southern Colorado!Catholic Charities of Southern Colorado

secure.qgiv.com

Amazon Wishlist:

https://www.amazon.com/registries/gl/guest-view/YF3SYH7AUPN2?ref_=cm_sw_r_cp_ud_ggr-subnav-share_9RDNJPRN0NASD3G41TMP

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

CATHOLIC CHARITIES OF THE DIOCESE OF PUEBLO, INC.

is a

Nonprofit Corporation

formed or registered on 04/06/1944 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871184205 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/07/2025 that have been posted, and by documents delivered to this office electronically through 07/08/2025 @ 09:47:13 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/08/2025 @ 09:47:13 in accordance with applicable law. This certificate is assigned Confirmation Number 17470587 .

Secretary of State of the State of Colorado

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

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

DATE	BALANCE IN 2025 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
1/13/25	Boys & Girls Club Champions of Youth Dinner		$ 2,000.00		$ 98,000.00
1/27/25	Pueblo Chamber Annual Gala and Citizen of the Year Table		$ 1,000.00		$ 97,000.00
1/27/25	Mt Carmel Veterans Salute to Heroes		$ 2,000.00		$ 95,000.00
2/10/25	Super Team PCSO St. Baldrick's		$ 1,000.00		$ 94,000.00
2/10/25	Latino Chamber of Commerce Annual Dinner Rio Carnival		$ 1,100.00		$ 92,900.00
2/10/25	Team Pueblo Volleyball		$ 1,000.00		$ 91,900.00
2/10/25	Greater Pueblo Chamber for Delegation from Chihuahua		$ 2,140.12		$ 89,759.88
2/24/25	Kadoya Gallery The Dig Talks		$ 1,200.00		$ 88,559.88
2/24/25	Mariposa Center for Safety - Chocolate Indulgence		$ 800.00		$ 87,759.88
3/24/25	BITS of Freedom Kentucky Derby Party		$ 2,000.00		$ 85,759.88
3/24/25	ARC of Pueblo Golden Tortilla		$ 1,000.00		$ 84,759.88
3/24/25	Junior League Tour a Truck		$ 1,500.00		$ 83,259.88
3/24/25	Child Advocacy Center National Child Abuse Prevention Month		$ 1,000.00		$ 82,259.88
4/14/25	Pueblo Zoofari		$ 2,000.00		$ 80,259.88
4/14/25	Latino Chamber of Commerce 40 Under 40 Awards		$ 1,000.00		$ 79,259.88
4/14/25	Memorial Hall / Pueblo Has Talent		$ 1,900.00		$ 77,359.88
4/14/25	El Movimiento Sigue - Cinco De Mayo		$ 2,000.00		$ 75,359.88
4/14/25	Pueblo Library District Book Lovers Ball and Summer Reading		$ 2,000.00		$ 73,359.88
4/28/25	District 60 - Pueblo Summer Musical		$ 1,000.00		$ 72,359.88
4/28/25	Mad Fresh Productions - Summer Hip Hop Festival		$ 2,500.00		$ 69,859.88
5/12/25	NALC - Boys and Girls Club		$ 1,000.00		$ 68,859.88
5/12/25	School District 60 Edu. Foundation Inc - Cornhole at Dutch Clark Stadium		$ 1,000.00		$ 67,859.88
5/12/25	Colorado Preservation Inc. - On the Road		$ 1,000.00		$ 66,859.88
5/27/25	Dancing with the Pueblo Starz		$ 1,500.00		$ 65,359.88
5/27/25	Rollin on the Riverwalk		$ 2,500.00		$ 62,859.88
5/27/25	YMCA of Pueblo - Moonlight on the Mountain Celebration		$ 1,500.00		$ 61,359.88
6/9/25	Honor Flight of So Co - Summer Bash 2025		$1,400.00		$ 59,959.88
6/9/25	Pueblo FireFighters Historical Society		$ 750.00		$ 59,209.88
6/9/25	Pueblo Chamber of Commerce - Chile Festival Balloon Fest		$ 2,500.00		$ 56,709.88
6/9/25	CATCH Youth - Pignanelli Partners		$ 750.00		$ 55,959.88
6/9/25	HardKnox		$ 3,500.00		$ 52,459.88
6/23/25	Pueblo County Pickleball Association - So Co Championship		$ 750.00		$ 51,709.88
6/23/25	Pueblo Rangers Soccer Club		$ 750.00		$ 50,959.88
6/23/25	Mariposa Center for Safety - Tribute to Women		$ 2,500.00		$ 48,459.88
6/23/25	Sangre de Cristo Arts and Conference Center		$ 1,750.00		$ 46,709.88
7/14/25	SRDA BBQ Fundraiser & Cruise In		$ 1,000.00		$ 45,709.88
7/14/25	Lake Avenue Community Church		$ 2,500.00		$ 43,209.88
7/14/25	~~The Pueblo Historical Aircraft Society~~		$ -		$ 43,209.88
7/14/25	The Roselawn Company		$ 1,700.00		$ 41,509.88
7/14/25	PAWS for Life - Pints for Paws		$ 1,500.00		$ 40,009.88
7/28/25	Latinas First Foundation 13th Annual Luncheon		$ 1,500.00		$ 38,509.88
7/28/25	Assistance League Pueblo - Holiday Fashion Show Preview		$ 2,500.00		$ 36,009.88
7/28/25	The Pueblo Historical Aircraft Society		$ 5,000.00		$ 31,009.88
7/28/25	Noche De Fiesta		$ 1,000.00		$ 30,009.88
7/28/25	NeighborWorks Southern Colorado		$ 2,000.00		$ 28,009.88
8/11/25	Catholic Charities of Southern Colorado		$ 1,000.00		$ 27,009.88
					$ 27,009.88
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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 11, 2025

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 2025 GENERAL FUND BUDGET TO PARKVIEW FOUNDATION IN THE AMOUNT OF $1,500 TO SPONSOR THE 44TH ANNUAL STARLIGHT GALA AT 5:30 PM AT THE PUEBLO CONVENTION CENTER ON FRIDAY, OCTOBER 3RD, 2025

SUMMARY:

Attached for consideration is a request for support of Parkview Foundation in the amount of $1,500 to sponsor the 44th Annual Starlight Gala at 5:30 PM at the Pueblo Convention Center on Friday, October 3rd, 2025. This sponsorship tier includes a table for 10.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Regina Maestri is requesting $1,500 to sponsor Parkview Foundation's 44th Annual Starlight Gala. The gala will take place on Friday, October 3rd, 2025, at 5:30 PM at the Pueblo Convention Center.

This year's gala will honor Cheryl & Steve Shirley for their efforts to make Pueblo a better community through their involvement in civic and philanthropic support. The event will begin with a hosted cocktail party, entertainment, and a silent auction. Dinner will follow, then a celebration of this year's honorees.

Proceeds from this event will benefit UCHealth Parkview's new whole blood initiative, which equips EMS responders with the tools to deliver Type O whole blood to trauma patients before they reach the hospital. By partnering with AMR, UCHealth Parkview has made it possible to administer life-saving transfusions in the field — bringing hospital-level care directly at the scene. This initiative significantly improves survival rates,

Docusign Envelope ID: DA2DF33D-58B2-45AC-8AFB-4C5BAEA8E790

shortens ICU stays, and enhances recovery, especially in rural and hard-to-reach areas of southern Colorado.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $1,500 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to Parkview Foundation.

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. Sponsorship Request Packet - Parkview Foundation Starlight Gala
2. SOS - Parkview Foundation pulled 7.22.25
3. 2025 Contingencies (Council) UC Health Parkview Foundation - 44th Annual Starlight Gala

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RESOLUTION NO. 16089

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO PARKVIEW FOUNDATION IN THE AMOUNT OF $1,500 TO SPONSOR THE 44TH ANNUAL STARLIGHT GALA AT 5:30 PM AT THE PUEBLO CONVENTION CENTER ON FRIDAY, OCTOBER 3RD, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $1,500 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to Parkview Foundation to sponsor the 44th Annual Starlight Gala at 5:30 PM at the Pueblo Convention Center on Friday, October 3rd, 2025.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: August 11, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

city of PUEBLO colorado

Sponsorship Request

**Please submit requests at least one month in advance to allow for adequate processing time

Requestor Name	Deanna Cowan
Date	07/15/2025
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	UCHealth Parkview Foundation
Please share your business or organizations mission/goals	The UCHealth Parkview Foundation is deeply committed to enhancing the well-being of families, friends, and neighbors in Pueblo and southern Colorado. As a dedicated Colorado 501(c)(3) not-for-profit organization, our mission is to invest in the community's future by providing the resources needed to improve lives and promote health and happiness. UCHealth Parkview Foundation is able to fund vital education, innovative programs, advanced technology, and facility improvements. These efforts ensure that our community receives the highest standard of healthcare for generations to come.
Sponsorship request for	Event
Requested Amount	$5,000
Event Title	44th Annual Starlight Gala
Event Date	10/03/2025
Event Time	5:30 PM (MDT)
Event Location	Pueblo Convention Center - Exhibit Hall
Admission to this event is	Paid
IF PAID IS SELECTED Cost of Admission	$150/Individual - $1,500/Table of 10 - $2,000 Corporate Table - addiitional sponsorship levels available w/admission included
Event Description:	The 44th Annual Starlight Gala is scheduled for Friday, October 3, 2025, at the Pueblo Convention Center in the Exhibit Hall. We are pleased to announce Cheryl & Steve Shirley as this year's honorees. This dynamic couple strives to make Pueblo a better community through their involvement in civic and philanthropic support. Join us for an evening of elegance and celebration at this year's Starlight Gala. The event will begin with a hosted cocktail party, entertainment, and Starlight Collections Silent Auction. Exquisite cuisine in an

celebrating this year's honorees.

Proceeds from this event will benefit UCHealth Parkview's new whole blood initiative, which equips EMS responders with the tools to deliver Type O whole blood to trauma patients before they reach the hospital. By partnering with AMR, UCHealth Parkview has made it possible to administer life-saving transfusions in the field — bringing hospital-level care directly at the scene. This initiative benefits both patients and providers. It significantly improves survival rates, shortens ICU stays, and enhances recovery, especially in rural and hard-to-reach areas of southern Colorado.

Does your organization hold multiple events per year?

Yes

If yes, please list the event titles and a short description.

Annual Corporate Golf Tournament - This year's tournament, which was held in May 2025 at the Pueblo Country Club raised $75,000 in net procceds for our Community Healthcare Scholarship Program. Our Foundation Scholatship program is aimed to sustain healthcare in our community and we were able to award scholarships to students attending Colorado State University Pueblo, Pueblo Community College, ItelliTec College - Pueblo and Otero College.

Annual Starlight Gala - the event we are currently requesting sponsorship for.

Sponsorship Benefits

Proceeds from this event will benefit UCHealth Parkview's new whole blood initiative, which equips EMS responders with the tools to deliver Type O whole blood to trauma patients before they reach the hospital. By partnering with AMR, UCHealth Parkview has made it possible to administer life-saving transfusions in the field — bringing hospital-level care directly at the scene. This initiative benefits both patients and providers. It significantly improves survival rates, shortens ICU stays, and enhances recovery, especially in rural and hard-to-reach areas of southern Colorado.

Company/Organization Classification

- Foundation

Is your organization currently in good standing with the Secretary of State?

Yes

Have you applied for CSAC funding?

No

What other organizations or entities are you requesting funding from?

El Pomar Foundation, Colorado State University Pueblo Foundation, Pueblo Community College Foundation, Black Hills Energy, Xcel Energy, Pueblo Water, Pueblo Electrics, Pueblo City-County Library District, in addition to various other local business partners.

What population(s) does your organization primarily serve? (multi select)

- Disadvantaged – low income
- Youth
- Adults
- Families
- Senior Citizens
- LGBTQ+
- Persons with disabilities
- Veterans

Please upload supporting documents such as sponsorship request letter, event flyer etc.

2025 Gala Sponsor Letter.pdf

Starlight Gala Sponsorship Opportunities Form.pdf

Payment Details

Make check payable to	Parkview Foundation
Address	400 W. 16th Street Pueblo, CO 81003
Phone Number	719-584-4526

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the City of Pueblo vendor application (found below) 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 using the City of Pueblo vendor application (found below) before payment can be processed. Completed vendor forms may be submitted directly to vendorinfo@pueblo.us.

Download the Vendor Application

PARKVIEW FOUNDATION

44th Annual Starlight Gala

HARVEST MOON

Parkview Foundation
400 West 16th Street
Pueblo, CO 81003
O 719.584.4526

uchealth.org

Dear Valued Partner,

The 44th Annual Starlight Gala is scheduled for Friday, October 3, 2025, at the Pueblo Convention Center in the Exhibit Hall. We are pleased to announce Cheryl & Steve Shirley as this year's honorees. This dynamic couple strives to make Pueblo a better community through their involvement in civic and philanthropic support.

Join us for an evening of elegance and celebration at this year's Starlight Gala. The event will begin with a hosted cocktail party, entertainment, and Starlight Collections Silent Auction. Exquisite cuisine in an unforgettable atmosphere will follow along with celebrating this year's honorees.

Proceeds from this event will benefit UCHealth Parkview's new whole blood initiative, which equips EMS responders with the tools to deliver Type O whole blood to trauma patients before they reach the hospital. By partnering with AMR, UCHealth Parkview has made it possible to administer life-saving transfusions in the field — bringing hospital-level care directly at the scene. This initiative benefits both patients and providers. It significantly improves survival rates, shortens ICU stays, and enhances recovery, especially in rural and hard-to-reach areas of southern Colorado.

Please consider sponsoring the Starlight Gala and review the attached sponsorship opportunity form for levels of support. You can register and pay online at: uchealthparkviewfoundation.org/2025/annual-starlight-gala/ or complete the form and mail with check to:

UCHealth Parkview Foundation
400 W. 16th Street
Pueblo, CO 81003

Please email (Lisa.Siegel@uchealth.org) or call 719.584.4776 with any questions regarding this request. Thank you in advance for your consideration.

I look forward to your company at this unforgettable evening of distinction and philanthropy. Kindly confirm your support by Friday, September 12.

Sincerely,

Lisa Siegel

Lisa Siegel
Executive Director
UCHealth Parkview Foundation

uchealth

Sponsorship Opportunities:

Please check the level your company would like to support.

- ❍ Our company would like to be a sponsor. (Select a level from the right.)
- ❍ We can not participate, but would like to make a donation of $_____.

Proceeds to Benefit
Whole Blood Program

____ Moonlight & Maple.....$5,000

- 10 Tickets
- Digital Signage at Event

____ Rustic Radiance.....$3,500

- 6 Tickets
- Digital Signage at Event

____ Golden Moonrise.....$2,500

- 4 Tickets
- Digital Signage at Event

____ Corporate Table.....$2,000

- Corporate Table of 10
- Table Signage

Company Name _____

Address _____ City _____ State _____ Zip _____

Phone Number _____ Email Address _____

Contact Person _____

Fill out an opportunities form by visiting uchealthparkviewfoundation.org or mail this form to Parkview Foundation by September 12.

Make check payable to:
UCHealth Parkview Foundation, Inc.
400 West 16th St.
Pueblo, CO 81003

Please call 719.584.4526 if you have questions.

Scan to Confirm Sponorship

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

PARKVIEW FOUNDATION, INC.

is a

Nonprofit Corporation

formed or registered on 09/12/1975 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871292024 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/18/2025 that have been posted, and by documents delivered to this office electronically through 07/22/2025 @ 16:16:00 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/22/2025 @ 16:16:00 in accordance with applicable law. This certificate is assigned Confirmation Number 17512495 .

Jena Griswold

Secretary of State of the State of Colorado

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

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

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					$ 25,509.88

Docusign Envelope ID: DA2DF33D-58B2-45AC-8AFB-4C5BAEA8E790

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 11, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO SOUTHERN COLORADO EQUALITY ALLIANCE IN THE AMOUNT OF $1,000 TO SPONSOR PUEBLO PRIDE 2025 AT 10:30 AM AT MINERAL PALACE PARK ON SUNDAY, AUGUST 17, 2025

SUMMARY:

Attached for consideration is a request for support of Southern Colorado Equality Alliance in the amount of $1,000 to sponsor Pueblo Pride 2025 at 10:30 AM at Mineral Palace Park on Sunday, August 17, 2025.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2021 for $687.40 and in 2022 for $1,500.

BACKGROUND:

City Council Member Sarah Martinez is requesting $1,000 to sponsor Southern Colorado Equality Alliance's Pueblo Pride 2025. The event will take place on Sunday, August 17, 2025, at 10:30 AM at Mineral Palace Park.

Pueblo Pride is Southern Colorado's largest LGBTQ+ celebration—an all-ages, family-friendly festival that brings our community together for a day of joy, visibility, and solidarity. Held each August in Pueblo's beautiful Mineral Palace Park, the event features live entertainment, local vendors, food trucks, community resources, and a vibrant pride march around the park. Pueblo Pride is a celebration of love, identity, and the power of showing up for one another.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $1,000 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to Southern Colorado Equality Alliance.

Docusign Envelope ID: DA2DF33D-58B2-45AC-8AFB-4C5BAEA8E790

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

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

ATTACHMENTS:

1. Sponsorship Request - Southern Colorado Equality Alliance - Pueblo Pride
2. SOS - Southern Colorado Equality Alliance - pulled 7.18.25
3. 2025 Contingencies (Council) Southern Colorado Equality Alliance Pueblo Pride

Docusign Envelope ID: DA2DF33D-58B2-45AC-8AFB-4C5BAEA8E790

RESOLUTION NO. 16090

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO SOUTHERN COLORADO EQUALITY ALLIANCE IN THE AMOUNT OF $1,000 TO SPONSOR PUEBLO PRIDE 2025 AT 10:30 AM AT MINERAL PALACE PARK ON SUNDAY, AUGUST 17, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $1,000 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to Southern Colorado Equality Alliance to sponsor Pueblo Pride 2025 at 10:30 AM at Mineral Palace Park on Sunday, August 17, 2025.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: August 11, 2025

BY: Dennis Flores
MEMBER OF CITY COUNCIL

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

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

city of PUEBLO colorado

Sponsorship Request

****Please submit requests at least one month in advance to allow for adequate processing time**

Requestor Name	Tommy Farrell
Date	07/18/2025
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Southern Colorado Equality Alliance
Please share your business or organizations mission/goals	SCEA Mission Statement: Bringing LGBTQIA+ and ally communities together through education, advocacy and empowerment for support and inclusion.
Sponsorship request for	Event
Requested Amount	1,000.00
Event Title	Pueblo Pride
Event Date	08/17/2025
Event Time	10:30 AM (MDT)
Event Location	Mineral Palace Park
Admission to this event is	Free
Event Description:	Pueblo Pride is Southern Colorado's largest LGBTQ+ celebration—an all-ages, family-friendly festival that brings our community together for a day of joy, visibility, and solidarity. Held each August in Pueblo's beautiful Mineral Palace Park, the event features live entertainment, local vendors, food trucks, community resources, and a vibrant pride march around the park. Pueblo Pride is a celebration of love, identity, and the power of showing up for one another.
Does your organization hold multiple events per year?	Yes
If yes, please list the event titles and a short description.	Spring Fling awards ceremony, annual report, and banquet; Pride Art Show featuring queer artists; Pride Prom and all ages inclusive prom-type event
Sponsorship Benefits	Platinum $1000 - Sponsor Pueblo Pride at the Platinum Level and receive: Pick your complimentary festival booth space (first paid, first choice). A verbal thank you and recognition during the festival's opening ceremony. You'll be listed as a sponsor in the Pride program. Your company/organization will be featured as a sponsor on the SCEA and Pueblo LGBTQ Pride Facebook pages. The prominent

placement of your business/organization logo on Pueblo Pride posters. Space for a banner on the main entertainment stage A full-page (8" x 5") advertisement space in the Pride program.

Company/Organization Classification

- Non-Profit

Is your organization currently in good standing with the Secretary of State?

Yes

Have you applied for CSAC funding?

No

What other organizations or entities are you requesting funding from?

Grassroots Gravel, Pueblo Film Festival, Pueblo Community College, Colorado State University Pueblo, Pueblo Community Health Center, SonRise Church, The Walter Brewing Company, and more

What population(s) does your organization primarily serve? (multi select)

- LGBTQ+
- Youth
- Adults
- Families
- Senior Citizens
- Disadvantaged – low income

How many individuals did your organization serve last year?

2500+

Payment Details

Make check payable to

Southern Colorado Equality Alliance

Address

PO Box 602
Pueblo, CO 81002

Phone Number

719-569-5433

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the City of Pueblo vendor application (found below) 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 using the City of Pueblo vendor application (found below) before payment can be processed. Completed vendor forms may be submitted directly to **vendorinfo@pueblo.us**.

Download the **Vendor Application**

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Southern Colorado Equality Alliance, dba Pueblo After 2

is a

Nonprofit Corporation

formed or registered on 04/05/1993 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19931036004 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/17/2025 that have been posted, and by documents delivered to this office electronically through 07/18/2025 @ 10:01:43 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/18/2025 @ 10:01:43 in accordance with applicable law. This certificate is assigned Confirmation Number 17501278 .

Jena Griswold

Secretary of State of the State of Colorado

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

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					$ 24,509.88
					$ 24,509.88
					$ 24,509.88
					$ 24,509.88
					$ 24,509.88

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 11, 2025

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 SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2025, WITHOUT LIMITING OR ABROGATING ITS AUTHORITY TO ESTABLISH AND AMEND, BY ORDINANCE, APPROPRIATE CRITERIA, STANDARDS, RULES AND REGULATION FOR THE APPROPRIATION AND EXPENDITURE OF MONIES IN THE SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND, A QUESTION RELATING TO THE AMENDMENT OF THE CRITERIA, STANDARDS, RULES AND REGULATIONS FOR THE APPROPRIATION AND EXPENDITURE OF FUNDS IN THE SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND AND EXTENSION OF THE ONE-HALF PERCENT SALES AND USE TAX RATE FOR FIVE YEARS FOR PROJECTS WITHIN THE CITY AND THE PUEBLO MEMORIAL AIRPORT BOUNDARIES CONSISTENT WITH THE AMENDED CRITERIA, STANDARDS, RULES AND REGULATIONS AND THE ADOPTION OF ORDINANCE NO. 11001 TO IMPLEMENT THE AMENDMENTS AND EXTENSION

SUMMARY:

Attached is a proposed Ordinance which proposes ballot language for the November 4, 2025, general election that would amend the definition of “Primary Job” and “Capital Improvement Project” and “Project” to include projects of economic significance which act as economic catalysts and extends the one-half percent sales and use tax rate for five years beginning January 1, 2027 and ending December 31, 2031.

PREVIOUS COUNCIL ACTION:

The Half-Cent Sales Tax Criteria Ordinance was amended by City Council by Ordinance No. 8509, dated August 27, 2012, Ordinance No. 8801, dated November 24, 2014, and Ordinance No. 9698, dated April 13, 2020.

BACKGROUND:

The 1992–2026 Sales and Use Tax Capital Improvement Projects Fund, commonly referred to as the "Half-Cent Sales Tax Fund," was established by voters years ago and has been extended multiple times for the purpose of funding job-creating capital improvement projects within the City. By voter-approved Ordinance 8197, dated November 2, 2010, City voters delegated to City Council the authority and responsibility to initially establish and then amend, by ordinance, appropriate criteria, standards, rules and regulations for the appropriation and expenditure of monies in the Fund.

On June 23, 2025, City Council considered an Ordinance to amend the criteria, standards, rules and regulations for the appropriation and expenditure of monies in the Fund as authorized by the voters by Ordinance No. 8509. Without limiting or abrogating its authority to amend, by Ordinance, appropriate criteria, standards, rules and regulations for the appropriation and expenditure of monies in the Fund, City Council voted to submit the proposed amendments to the criteria to the voters at the November 4, 2025, regular municipal election.

The City's one-half percent sales and use tax rate for job-creating capital improvement projects will expire December 31, 2026. Therefore, along with the amendments to the criteria, City Council voted to seek extension of the one-half percent sales and use tax rate for another five years beginning January 1, 2027, through December 31, 2031.

Due to the requirements of the Taxpayers Bill of Rights ("TABOR"), Article X, §20 of the Colorado Constitution, any extension of an existing tax must be approved by the voters. The ballot question to be submitted to the voters at the November 4, 2025, refers the extension of the one-half cent sales and use tax question to the voters, and if approved, would also exempt it from the revenue growth and spending limitations of TABOR.

FINANCIAL IMPLICATIONS:

It is anticipated that the one-half cent sales and use tax rate will generate approximately $11,500,000 in 2027 and each subsequent year, subject to fluctuation in sales and use tax revenue collected during those years. The Fund currently contains more than $70 million dollars in unobligated funds. The proposed ordinance would authorize City Council to spend half-cent sales tax funds, either through a loan or a direct investment, to prevent economic leakage, to promote place making projects, or to complete economic catalyst projects.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the Ordinance is not approved, the ballot question will not be submitted or presented to the voters in the November 4, 2025 regular municipal election and the one-half cent

sales and use tax will expire on December 31, 2026.

RECOMMENDATION:

None.

ATTACHMENTS:

1. Proposed Ordinance submitting Ballot language
2. Proposed Ordinance 11001 Amending Criteria Ordinance and Extending Tax

ORDINANCE NO. _____

AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2025, WITHOUT LIMITING OR ABROGATING ITS AUTHORITY TO ESTABLISH AND AMEND, BY ORDINANCE, APPROPRIATE CRITERIA, STANDARDS, RULES AND REGULATION FOR THE APPROPRIATION AND EXPENDITURE OF MONIES IN THE SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND, A QUESTION RELATING TO THE AMENDMENT OF THE CRITERIA, STANDARDS, RULES AND REGULATIONS FOR THE APPROPRIATION AND EXPENDITURE OF FUNDS IN THE SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND AND EXTENSION OF THE ONE-HALF PERCENT SALES AND USE TAX RATE FOR FIVE YEARS FOR PROJECTS WITHIN THE CITY AND THE PUEBLO MEMORIAL AIRPORT BOUNDARIES CONSISTENT WITH THE AMENDED CRITERIA, STANDARDS, RULES AND REGULATIONS AND THE ADOPTION OF ORDINANCE NO. 11001 TO IMPLEMENT THE AMENDMENTS AND EXTENSION

WHEREAS, the City of Pueblo, Colorado (the "City") presently imposes, pursuant to Chapter 4, Title XIV of the Pueblo Municipal Code (the "Act"), a sales and use tax rate of 3.7%; and

WHEREAS, revenues from a one-half percent sales and use tax rate, included in the total 3.7% rate, are deposited in a special fund known as the "1992 to 2026 Sales and Use Tax Capital Improvement Projects Fund" (the "Fund"); and

WHEREAS, monies in the Fund are used for job creating capital improvement projects within the City and the Pueblo Memorial Airport boundaries; and

WHEREAS, primary job creation is spurred by investment in infrastructure that will encourage development; and

WHEREAS, primary job creation is spurred by encouraging projects of economic significance that will act as economic catalysts and further expand the City of Pueblo’s sales tax base; and

WHEREAS, the long-term management and maintenance of the community is crucial for economic development by ensuring a vibrant, attractive, and sustainable environment that will attract and retain residents, businesses, and investment; and

WHEREAS, without limiting or abrogating city council’s authority to establish and amend, by ordinance, appropriate criteria, standards, rules and regulation for the appropriation and expenditure of monies in the sales and use tax capital improvement projects fund, the City desires to ask the electors of the City to vote on whether to amend the criteria to include projects of economic significance which act as economic catalysts, promote place making and prevent economic leakage; and

WHEREAS, the capital improvement projects funded by monies from the Fund have been successful in creating jobs and thereby promoting the public peace, health, safety and welfare of the City and its residents; and

WHEREAS, the Act was initially enacted by the voters of the City, who also enacted ordinances creating and extending the one-half percent sales and use tax rate used to fund such job creating capital improvements projects; and

WHEREAS, the provisions in the Act implementing the one-half percent sales and use tax rate presently expire on December 31, 2026; and

WHEREAS, the City Council of the City has determined and hereby finds and determines that extending the one-half percent sales and use tax rate dedicated to primary job and economic development creating capital improvement projects within the City and the Pueblo Memorial Airport boundaries would promote the public peace, health, safety and welfare of the residents of the City; and

WHEREAS, Section 18-5 of the Charter of the City requires that ordinances which have been adopted by an affirmative vote of the electorate be amended only upon a vote of the electorate adopting the amending ordinance; and

WHEREAS, the City Council has proposed an ordinance ("Ordinance No. 11001) which is attached hereto and which if adopted by the voters of the City would amend the criteria and extend the one-half percent sales and use tax rate for an additional five years; and

WHEREAS, Article X, Section 20 of the Colorado Constitution as interpreted by the Colorado Supreme Court in Bruce v. City of Colorado Springs, 129 P.3d 988 (Colo. 2006) requires voter approval in advance for any extension of an expiring tax; and

WHEREAS, pursuant to Article X, Section 20 of the Colorado Constitution and Section 18-5 of the Charter, to approve Ordinance No. 11001 and thereby amend the criteria for the appropriation of expenditures from the fund and extend the one-half percent sales and use tax rate for another five years for the purposes stated above; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The question of adopting Ordinance No. 11001 and thereby amending the criteria, standards, rules and regulations for the appropriation and expenditure of funds in the sales and use tax capital improvement projects fund and extension of the one-half percent sales and use tax rate for five years for projects within the city and the pueblo memorial airport boundaries consistent with the amended criteria, standards, rules and regulations shall be submitted to a vote of the eligible electors of the City at the City's regular municipal election to be held on November 4, 2025. The ballot question (submission clause and title) therefore shall be as follows:

QUESTION NO. 2A - (AMENDMENT OF THE CRITERIA FOR, AND EXTENSION OF THE ONE-HALF CENT SALES TAX FOR ECONOMIC DEVELOPMENT)

> WITHOUT RAISING ADDITIONAL TAXES, SHALL THE EXISTING ONE-HALF PERCENT CITY SALES AND USE TAX RATE FOR ECONOMIC DEVELOPMENT BE EXTENDED FOR A FIVE-YEAR PERIOD FROM ITS CURRENT EXPIRATION OF DECEMBER 31, 2026 THROUGH DECEMBER 31, 2031 AND THE CRITERIA, STANDARDS, RULES AND REGULATIONS FOR

THE APPROPRIATION AND EXPENDITURE OF FUNDS IN THE SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND BE AMENDED TO INCLUDE ECONOMIC CATALYST PROJECTS, PREVENT ECONOMIC LEAKAGE, AND PROMOTE PLACE MAKING, BY ADOPTING ORDINANCE NO. 11001, AND THE REVENUES THEREFROM TO BE SPENT TOGETHER WITH ALL INVESTMENT INCOME THEREON AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY PURSUANT TO ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW, AND BY CONTINUING TO DEPOSIT REVENUES FROM THE ONE-HALF PERCENT SALES AND USE TAX RATE INTO A SPECIAL FUND FOR THE DEPOSIT OF SUCH REVENUES TO BE USED CONSISTENT WITH THE CRITERIA ESTABLISHED FOR USE OF SUCH FUNDS, AND FINDING AND DETERMINING THAT THE EXPENDITURE OF SUCH REVENUES ARE PUBLIC PURPOSES AND MUNICIPAL FUNCTIONS?

FOR THE ORDINANCE _____
AGAINST THE ORDINANCE _____

SECTION 2.

The officers and employees of the City are authorized and directed to take all action necessary, appropriate or required to effectuate the provisions of this Ordinance.

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

City Clerk's Office Item # ___

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 2025

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 CHAPTER 4 OF TITLE XIV OF THE PUEBLO MUNICIPAL CODE RELATING TO AND ESTABLISHING CRITERIA, STANDARDS, RULES AND REGULATIONS FOR THE APPROPRIATION AND EXPENDITURE OF FUNDS IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND AND EXTENSION OF THE ONE-HALF PERCENT SALES AND USE TAX RATE FOR FIVE YEARS FOR PROJECTS WITHIN THE CITY AND THE PUEBLO MEMORIAL AIRPORT BOUNDARIES CONSISTENT WITH THE AMENDED CRITERIA, STANDARDS, RULES AND REGULATIONS

SUMMARY:

Attached is a proposed Ordinance which amends the definition of "primary job" and "capital improvement project" and "project" to include projects of economic significance which act as economic catalysts and extends the one-half percent sales and use tax rate for five years as approved at the November 5, 2025 Regular Municipal Election.

PREVIOUS COUNCIL ACTION:

The Half-Cent Sales Tax Criteria Ordinance was amended by City Council by Ordinance No. 8509, dated August 27, 2012, Ordinance No. 8801 dated November 24, 2014, and Ordinance No. 9698 dated April 13, 2020.

BACKGROUND:

The 1992-2026 Sales and Use Tax Capital Improvement Projects Fund, commonly referred to as the "half-cent sales tax fund," was established by voters years ago and has been extended multiple times for the purpose of funding job-creating capital improvement projects within the City. By voter-approved Ordinance 8197 dated November 2, 2010, City voters delegated to City Council the authority and responsibility to initially establish and then amend, by ordinance, appropriate criteria, standards, rules and regulations for the appropriation and expenditure of monies in the Fund.

On June 23, 2025, City Council considered an ordinance to amend the criteria, standards, rules and regulations for the appropriation and expenditure of monies in the Fund as authorized by the voters by Ordinance No. 8509. Without limiting or abrogating its authority to amend, by ordinance,

appropriate criteria, standards, rules and regulations for the appropriation and expenditure of monies in the Fund, City Council voted to submit the proposed amendments to the criteria to the voters at the November 4, 2025 regular municipal election.

The City's on-half percent sales and use tax rate for job creating capital improvement projects will expire December 31, 2026. Therefore, along with the amendments to the criteria, City Council voted to seek extension of the one-half percent sales and use tax rate for another five years beginning January 1, 2027 through December 31, 2031.

Due to the requirements of the Taxpayers Bill of Rights ("TABOR"), Article X, §20 of the Colorado Constitution, any extension of an existing tax must be approved by the voters. The ballot question to be submitted to the voters at the November 4, 2025 refers the extension of the one-half cent sales and use tax question to the voters, and if approved, would also exempt it from the revenue growth and spending limitations of TABOR.

FINANCIAL IMPLICATIONS:

It is anticipated that the one-half cent sales and use tax rate will generate approximately $11,500,000 in 2027 and each subsequent year, subject to fluctuation in sales and use tax revenue collected during those years. The Fund currently contains more than $70 million dollars in unobligated funds. The proposed ordinance would authorize City Council to spend half-cent sales tax funds, either through a loan or a direct investment, to prevent economic leading, to promote place making projects, or to complete economic catalyst projects.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the Ordinance is not approved, the criteria will not be amended and one-half cent sales and use tax will expire on December 31, 2026.

RECOMMENDATION:

None.

Attachments:

Proposed Ordinance.

ORDINANCE NO. 11001

AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XIV OF THE PUEBLO MUNICIPAL CODE RELATING TO AND ESTABLISHING CRITERIA, STANDARDS, RULES AND REGULATIONS FOR THE APPROPRIATION AND EXPENDITURE OF FUNDS IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND

WHEREAS, the City of Pueblo, Colorado (the "City") presently imposes, pursuant to Chapter 4, Title XIV of the Pueblo Municipal Code (the "Act"), a sales and use tax rate of 3.7%; and

WHEREAS, revenues from a one-half percent sales and use tax rate, included in the total 3.7% rate, are deposited in a special fund known as the "1992 to 2026 Sales and Use Tax Capital Improvement Projects Fund" (the "Fund"); and

WHEREAS, the people of the City of Pueblo have repeatedly extended the one-half percent sales and use tax rate for job-creating projects within the City and the Pueblo Memorial Airport Industrial Park; and

WHEREAS, the people of Pueblo by Ordinance Numbers 5668, 5978 and 8197 have authorized and directed the City Council to establish by ordinance the criteria, standards, rules and regulations for the appropriation and expenditure of revenues contained within the 1992-2026 Sales and Use Tax Capital Improvement Fund (the “Fund”); and

WHEREAS, primary job creation is spurred by investment in infrastructure that will encourage development; and

WHEREAS, primary job creation is spurred by encouraging projects of economic significance that will act as economic catalysts and further expand the City of Pueblo’s sales tax base; and

WHEREAS, the long-term management and maintenance of the community is crucial for economic development by ensuring a vibrant, attractive, and sustainable environment that will attract and retain residents, businesses, and investment; 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.

Chapter 4 of Title XIV of the Pueblo Municipal Code, as amended, is hereby amended to read as follows:

Sec. 14-4-63. – Storage, consumption and use tax schedule.

There shall be imposed and shall be collected from every person in the City a tax or excise at the rate of three percent (3%) of storage or acquisition charges or costs for the privilege of storing, using or consuming in the City any articles of tangible personal property purchased at retail. Such tax shall be payable to and shall be collected by the Director of Finance and shall be computed in accordance with schedules or systems approved by the Director of Finance.

. . .

(2) Notwithstanding the three percent rate provision of this Section for the period January 1, 1992 through December 31, **[**2026**]** **2031**, the rate of tax imposed pursuant to this Section shall be three and one-half percent (3.5%).

. . .

SECTION 2.

Chapter 4 of Title XIV of the Pueblo Municipal Code, as amended, is hereby amended to read as follows:

Sec. 14-4-85. – Schedule; tax added to price.

. . .

(e) Notwithstanding the three percent (3%) rate provision of paragraph (a) of this Section 14-4-85, for the period January 1, 1992 through December 31, **[**2026**]** **2031**, the rate of tax imposed pursuant to Section 14-4-85(a) shall be three and one-half percent (3.5%).

(f) The revenues from the additional one-half percent (1/2) sales and use tax rate imposed by Section 14-4-63(b) and 14-4-85(e) of this chapter, including interest and penalties with respect thereof, shall upon collection and receipt by the city, be deposited and placed in a special fund hereby created to be known as the "1992 to **[**2026**]** **2031** sales and use tax capital improvement projects fund" (the "fund"). the moneys in the fund shall be used solely for primary job **and economic development** creating capital improvement projects within the city and the pueblo memorial airport boundaries and, incidentally, not more than two percent (2%) of such revenues for primary job training programs of not more than eight hundred dollars ($800.00) for each qualified employee at such times and in such amounts and for such capital improvement projects and incidental job training programs as the city council shall determine, provided, that monies in the fund representing revenues from the additional one-half percent (½) sales and use tax rate imposed prior to January 1, 2007 shall not be used for job training programs. The city council may, in anticipation of the collection of the revenues from the additional one-half percent (½) sales and use tax rate, and subject to the Colorado constitution, issue revenue bonds payable solely from the moneys in the fund for the purpose of financing such capital improvement projects.

The city council may transfer the income from the investment of moneys in the fund to the capital improvement fund created by Section 7-16 of the charter. The unappropriated balance of the fund on December 31, [2030] **2035** shall be transferred to said Capital Improvement Fund.

(g) Notwithstanding the three percent (3%) or three and one-half percent (3.5%) rate provisions of this Section, the rate of tax previously imposed pursuant to Subsection 14-4-85(a) and € shall be increased by one-fifth percent (0.2%) from January 1, 2018 through December 31, 2027. Pursuant to the foregoing increase, the rate o tax imposed pursuant to this Section for the period January 1, 2018 through December 31, **2027.** [2026, shall be three and seven-tenths percent (3.7%). For the period January 1, 2026 through December 31, 2027, the rate of tax imposed pursuant to this Section shall be three and two-tenths percent (3.2%).]

SECTION 3.

Chapter 4 of Title XIV of the Pueblo Municipal Code, as amended, is hereby amended to read as follows:

Sec. 14-4-85.1. Sales and Use Tax Capital Improvement Project Fund; definitions.

. . .

(2) *Capital improvement project* or *project* means a project or improvement of a permanent or fixed nature and includes the acquisition of property (both real property and tangible personal property, except inventory or property held for sale to customers in the ordinary course of business), the construction, extension, remodeling or rehabilitation of buildings or structures within which individuals are customarily employed or which are customarily used to house machinery or equipment, and the installation or extension of streets, sanitary sewer, water or other utilities required to serve a project **or Economic Catalyst Project, promote Place Making, or prevent Economic Leakage**. *Capital improvement project* or *project* also means a regional tourism project, approved by the Colorado Economic Development Commission, which qualifies for state sales tax increment revenue pursuant to the Colorado Regional Tourism Act, C.R.S. 24-46-301 *et seq.*

. . .

(3.1) Economic Catalyst Project means a project that has a substantial impact on the economic well-being of the City, community, or region by substantially stimulating economic growth and development, creating new jobs, increasing consumer spending, expanding the tax base, or attracting further investment in the City, community, or region.

(3.2) Economic Leakage means the reduction of economic activity within the City caused by the outflow of resources, such as money and tax

revenues from the local economy, hindering growth and expansion of the community.

. . .

(6.5) Place Making means the process and act of creating high-quality public spaces and amenities that encourage people to want to live, work, play, and learn in the City, community, or region.

. . .

(7) *Primary job* means**:**

(a) **a** full-time position in private sector employment by manufacturing, business, commercial or service industries producing, assembling or distributing products or providing services primarily or ultimately for sale, consumption, or use outside of the City and County of Pueblo, Colorado**;[**.**]**

(b) **[***Primary job* also means**]** employment resulting from a regional tourism project, approved by the Colorado Economic Development Commission, which qualifies for state sales tax increment revenue pursuant to the Colorado Regional Tourism Act, C.R.S. 24-46-301 *et seq.**;*** **and**

(c) employment resulting from an Economic Catalyst Project.

SECTION 4.

Sec. 14-4-85.5. Sales and Use Tax Capital Improvement Project Fund; special categories.

(1) Acquisition of land and construction of so-called shell buildings or the acquisition, remodeling and renovation of existing buildings for the purpose of **preventing Economic Leakage, or** making such buildings available for **Place Making, or** applicants or potential applicants who meet the standards and criteria of this Chapter.

. . .

(3) Land acquisition, infrastructure development and professional services associated therewith **to prevent Economic Leakage and** to establish and facilitate **Place Making or** the creation of *primary jobs* within the City and enhance the City's tax base, including but not limited to establishment and development of one (1) or more industrial parks or development sites.

SECTION 5.

The City Council is authorized and directed to establish by Ordinance the criteria, standards, rules and regulations for the appropriation and expenditure of such revenues for primary job creating capital improvement projects, incidental primary job training programs, and special fund categories within the City and the Pueblo Memorial Airport

boundaries and one of the revenues shall be appropriated or expended except in conformity therewith. Approval of this Ordinance by voters shall not limit, nullify or abrogate this authority granted to City Council. Until the adoption of any new Ordinance subsequent to the effective date of this Ordinance, the criteria, standards, rules and regulations approved hereby and heretofore adopted by City Council for appropriation and expenditure of such revenues are hereby reaffirmed and ratified.

SECTION 6.

All ordinances relating to sales and use taxes heretofore adopted, amended or implemented shall remain in full force and effect except as the same have been previously amended or repealed or as the same may be amended by this Ordinance.

SECTION 7.

All ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance, or part thereof, heretofore repealed.

SECTION 8.

If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 9.

The officers and staff of the City are authorized and directed to take all action necessary, appropriate, or required to effectuate the provisions of this Ordinance.

SECTION 10.

Any revenues generated by the one-half percent sales and use tax imposed pursuant to this Ordinance, together with all investment income thereon, may be collected, retained and spent as a voter-approved revenue change and an exception to the limits which would otherwise apply pursuant to Article X, Section 20 of the Colorado Constitution or any other law.

SECTION 11.

This Ordinance shall become effective upon the majority vote in favor thereof by the registered electors of the City voting thereon at the Regular Municipal Election to be held Tuesday, November 4, 2025. Changes to the criteria, standards, rules and regulations for the appropriation and expenditure of funds shall take effect immediately upon passage. The extension of the tax levied as provided by this Ordinance shall take effect beginning 12:01 a.m. on January 1, 2027.

Election Results: November 4, 2025

FOR THE ORDINANCE: _____

AGAINST THE ORDINANCE: _____

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City Clerk's Office Item # R2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 11, 2025

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 SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE REGULAR MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2025, AN AMENDMENT TO THE CITY SALES AND USE TAX ORDINANCE TO IMPLEMENT A ONE PERCENT (1%) INCREASE IN SALES AND USE TAX AND ADOPTION OF ORDINANCE NO. 11000 TO IMPLEMENT THE INCREASE

SUMMARY:

Attached is a proposed Ordinance which proposes a ballot question for the November 4, 2025 election to increase the City's general sales and use tax rate by one percent from three percent to four percent with the collected revenues from such increase to be deposited into the City's general fund subject to appropriation by City Council.

PREVIOUS COUNCIL ACTION:

The City's Retail Sales and Use Tax Ordinance, Ordinance No. 2189, was adopted by popular vote on November 8, 1955. Since that time, it has been amended by Ordinance Nos. 3160, 3474, 4235, 5170, 5314, 5668, 5810, 5978, 6683, 7464, 8197, 8902, 9141, 9764 and 10260.

BACKGROUND:

The City of Pueblo currently imposes, pursuant to Chapter 4 of Title XIV of the Pueblo Municipal Code ("Sales Tax Code"), a base sales and use tax of three percent (3%). In addition to the base sales and use tax, the City imposes a one-half percent (.5%) sales tax for economic development and a one-fifth percent (.2%) sales and use tax for public safety. This brings the total current sales and use tax rate to 3.7%.

The one-half cent sales and use tax for economic development sunsets on December 31, 2026, unless approved for another five years by the voters. The one-fifth percent public safety sales and use tax sunsets on December 31, 2027, unless it is approved for another five years by the voters. The increase proposed by this Ordinance would be to the base

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sales tax rate and if approved, would remain in effect unless amended by a future vote of the people.

The base sales and use tax rate of three percent (3%) has not increased in over fifty (50) years while the costs of operation and administration of city services have steadily increased each year. The City's budget is dependent on sales and tax revenues to maintain city services to the community. Sales and use tax revenues have declined over the last several quarters and are projected to remain static or decline in future quarters due to decreased consumer spending within the City. The City is facing a significant budget shortfall for 2026 and will be required to withdraw money from its reserves to balance the budget. Without a tax increase, the City will also be required to withdraw money from its reserves in subsequent years which could result in exhausting the City reserve account.

This ordinance only proposes that the question be presented to the voters at the November 4, 2025, election.

FINANCIAL IMPLICATIONS:

It is anticipated that the 1 percent sales and use tax rate increase will generate up to approximately $26,142,985.56 in 2026 and each subsequent year, subject to fluctuation in sales and use tax revenue collected during those years.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Members of the public are the primary stakeholders affected by the proposed Ordinance. The issue of increasing the sales and use tax for the general fund has been discussed at various public Council meetings and work sessions over the last year.

ALTERNATIVES:

The City could decide not to pass this Ordinance and the question of whether to increase the general sales tax by one percent (1%) would not be placed on the November 4, 2025 ballot for a vote of the people.

RECOMMENDATION:

None.

ATTACHMENTS:

1.

Proposed Ordinance - submitting one percent (1%) sales and use tax increase

2.

Proposed Ordinance No. 11000 Amending the Code

Docusign Envelope ID: C34B33F5-677F-403E-82DE-3EE07826893A

ORDINANCE NO. 11008

AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE REGULAR MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2025, AN AMENDMENT TO THE CITY SALES AND USE TAX ORDINANCE TO IMPLEMENT A ONE PERCENT (1%) INCREASE IN SALES AND USE TAX AND ADOPTION OF ORDINANCE NO. 11000 TO IMPLEMENT THE INCREASE

WHEREAS, at the November 1992 general election, the citizens of Colorado adopted, as an amendment to the Colorado Constitution, the provisions of Article X, Section 20 of the Colorado Constitution ("TABOR"), which, among other things, require voter approval for certain exercises of state and local government powers relating to taxation, revenue-raising, spending and the incurrence of debt and other multiple-fiscal year financial obligations; and

WHEREAS, the City of Pueblo, Colorado (the "City") presently imposes, pursuant to Chapter 4, Title XIV of the Pueblo Municipal Code (the "Act"), a sales and use tax rate of 3.7%; and

WHEREAS, three percent (3%) of the sales and use tax is deposited into the City's general fund subject to appropriation by City Council for the payment of general operating and administration costs of the City; and

WHEREAS, the City's budget is dependent on sales and use tax revenues to maintain city services to the community; and

WHEREAS, the City's base sales and use tax rate has not increased in over fifty (50) years while the costs of operation and administration of city services has increased each year by ___ percent; and

WHEREAS, the City Council of the City has determined and hereby finds and determines that implementing a one percent (1%) increase to the sales and use tax rate to be deposited into the City's general fund subject to appropriation by City Council, will ensure continuity of public services and promote the public peace, health, safety and welfare of the residents of the City; and

WHEREAS, the City desires to ask the electors of the City, pursuant to Article X, Section 20 of the Colorado Constitution to increase the sales and tax rate by one percent (1%) to be deposited into the City's general fund; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The question of implementing a one percent (1%) sales and use tax rate increase to be deposited into the general fund, subject to appropriation by City Council, shall be submitted to a vote of the eligible electors of the City at the City's regular election to be held on November 4, 2025. The ballot question (submission clause and title) therefore shall be as follows:

CITY OF PUEBLO SALES AND USE TAX INCREASE FOR THE GENERAL FUND
SHALL THE CITY OF PUEBLO SALES AND USE TAX BE INCREASED AN ESTIMATED $26,142,985.56 ANNUALLY IN THE FIRST FISCAL YEAR BEGINNING ON JANUARY 1,

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2026, AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER, BY AN INCREASE IN THE CITY'S SALES AND USE TAX RATE FROM 3.7% TO 4.7%, BY ADOPTING ORDINANCE NO. 11000, AND SUCH ADDITIONAL 1% IN SALES AND USE TAX REVENUE TO BE COLLECTED RETAINED AND SPENT AS A VOTER APPROVED REVENUE CHANGE NOTWITHSTANDING ANY REVENUE OR EXPENDITURE LIMIT CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW?

_____ YES
_____ NO

SECTION 2.

The City Clerk is hereby authorized and directed to take all action necessary or appropriate to submit the sales tax question to the registered electors of the City as a ballot issue at the November 4, 2025 regular election, the ballot title for which shall be in substantially the form hereinabove.

SECTION 3.

The officers and employees of the City are authorized and directed to take all action necessary, appropriate or required to effectuate the provisions of this Ordinance.

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 July 28, 2025.

Final adoption of Ordinance by City Council on August 11, 2025.

DocuSigned by:
Mark Cliff
B7A4E51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 8/13/2025 | 4:44 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Docusign Envelope ID: C34B33F5-677F-403E-82DE-3EE07826893A

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:

_____
7C02EBDFFC3D43C...
City Clerk

Docusign Envelope ID: 3F74895F-CCFE-459E-B621-8CD0EFFA338D

City Clerk's Office Item # R3

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 11, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Regina Maestri, Councilor

SUBJECT: An Ordinance submitting to a vote of the registered electors of the City of Pueblo at the Regular Municipal Election to be held November 4, 2025, a proposed amendment to Section 2-1 of the Charter of the City of Pueblo relating to future pay increases for City Council and fixing the ballot title therefor

SUMMARY:

Attached is a proposed Ordinance referring to the registered voters of the City a proposed amendment to the City's Charter.

PREVIOUS COUNCIL ACTION:

Council has previously submitted to the eligible electors of Pueblo certain Charter Amendments.

BACKGROUND:

This Ordinance was prepared at the direction of City Council at a work session on June 30, 2025, to make any future pay increase for the president of City Council and members of City Council take effect immediately with the restriction that City Council may only approve an increase or decrease in pay once during a four-year period.

FINANCIAL IMPLICATIONS:

Financial implications include the cost of placing this Ordinance along with other proposed Charter amendments on the ballot at the 2025 regular election.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

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STAKEHOLDER PROCESS:

Members of the public are the primary stakeholders affected by the proposed Ordinance. The public will have an opportunity to vote on whether any future salary change of municipal officers will take effect immediately.

ALTERNATIVES:

A “no-action” alternative would keep the Charter in its current form.

RECOMMENDATION:

None.

ATTACHMENTS:

1. Council Pay Charter Amendment Ordinance

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ORDINANCE NO. _11009__

AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF PUEBLO AT THE REGULAR MUNICIPAL ELECTION TO BE HELD NOVEMBER 4, 2025, A PROPOSED AMENDMENT TO SECTION 2-1 OF THE CHARTER OF THE CITY OF PUEBLO AND FIXING THE BALLOT TITLE THEREFOR

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

SECTION 1.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the regular municipal election to be held on November 4, 2025, a proposed amendment to the Charter of the City of Pueblo, more particularly set forth in Section 3 of this Ordinance.

SECTION 2.

This ballot title (submission clause and title) for the proposed Charter Amendment set forth in Section 3 hereof is hereby fixed and adopted as follows:

BALLOT QUESTION NO. ____ - CHARTER AMENDMENT

(Municipal Officer Salary Increase)

SHALL SECTION 2-1 OF THE CHARTER OF THE CITY OF PUEBLO BE AMENDED TO ALLOW MUNICIPAL OFFICER SALARY INCREASES TAKE EFFECT IMMEDIATELY?

_____ YES
_____ NO

SECTION 3.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the regular municipal election to be held on November 4, 2025, an amendment to the Charter of the City of Pueblo, as follows: (brackets indicate matter being deleted, underscoring indicates new matter being added)

ARTICLE 2
Municipal Officers

Section 2-1. - Designation of Officers

In accordance with Article XX of the Constitution of the State of Colorado, the legally qualified holders of the following positions in municipal service are hereby declared to be officers, and their monthly salaries are hereby initially fixed in the following amounts

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until changed by ordinance, but shall not be increased or decreased during the current term of officers enacting such ordinance:

Mayor	$12,500.00

Members of Boards or Commissions shall receive such pay, if any, as shall hereafter be set by ordinance.

The monthly salaries for the President of the City Council and Members of City Council are hereby initially fixed in the following amounts until changed by ordinance, but shall not be increased or decreased more than one time during a four year period.

President of the City Council	**$1,800.00** [$125.00]
Member of the City Council	**$1,400.00** [$100.00

Members of Boards or Commissions shall receive such pay, if any, as shall hereafter be set by ordinance.]

SECTION 4.

The City Council does hereby find, determine, and declare that the ballot title set forth in Section 2 hereof fairly expresses the true meaning and intent of the referred Charter amendment.

SECTION 5.

The officials of the City are authorized and directed to take all actions necessary, appropriate or required to implement the provisions of this Ordinance. The City Clerk is directed to publish notice of election of the proposed Charter Amendment in conformity with the provision of C.R.S. 1-7.5-101 *et seq.* and C.R.S. 31-2-210 and to certify the Ballot Title to the Pueblo County Clerk and Recorder no later than sixty days before the November 4, 2025 coordinated election, as provided by C.R.S. 1-5-203 and C.R.S. 31-2-210.

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SECTION 6.

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 July 28, 2025.

Final adoption of Ordinance by City Council on August 11, 2025.

DocuSigned by:
Mark Alliff
B7A4F31823AB402...
President of City Council

Action by the Mayor:

☒ Approved on 8/13/2025 | 4:44 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

Signed by:
Heather Graham
3A05950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

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City Clerk's Office Item # R4

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 11, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Roger Gomez, Councilor

SUBJECT: An Ordinance submitting to the eligible electors of the City of Pueblo, Colorado at the Regular Municipal Election to be held on November 4, 2025, a proposed amendment to the Charter of the City of Pueblo changing the form of government to City Council - City Manager and fixing the ballot title therefor

SUMMARY:

Attached is a proposed Ordinance referring to the registered voters of the City at the Regular Municipal Election to be held on November 4, 2025, an amendment to the City's Charter which would change the form of government from Mayor - Council to Council - Manager.

PREVIOUS COUNCIL ACTION:

At the general election held November 7, 2017, Ordinance No. 9134 enacting the current Mayor - Council form of government was submitted to and was approved by a majority vote of the people.

BACKGROUND:

The proposed Ordinance amends the Charter of the City of Pueblo to change the form of government from a Mayor - City Council government to a City Council - City Manager government and in connection therewith: requires that the City Council - City Manager form of government not be changed except by Charter Convention upon majority vote of qualified voters; eliminates the office of City Mayor, Deputy Mayor and Chief of Staff and establishes the office of City Manager to be selected by City Council, in which all executive and administrative powers of the City shall be vested; gives City Council the power to appoint all City boards and commissions whose members will be limited to four-

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year terms; removes the prohibition against City Council interfering in the removal of members of City boards and commissions; recognizes the President of the City Council as head of City government for all ceremonial purposes and authorizes the President of the City Council to execute and authenticate legal documents as may be required; gives the City Council the right to enforce its own Ordinances; gives City Council the power to appoint the City Clerk and Municipal Court Judges; allows current and former members of the City Council to become City Manager or City employees after the first year following the expiration of their terms of office; authorizes City Council to direct the City Attorney to institute lawsuits; allows the functions of the Department of Aviation be determined by Resolution; mandates that the City Council - City Manager form of government take effect immediately if approved the registered electors of the City of Pueblo and provides that the City Council shall appoint an interim City Manager.

FINANCIAL IMPLICATIONS:

The City will incur the cost of the Regular Municipal Election on November 4, 2025, to be conducted as a mail ballot election by the County Clerk. The costs of the election are currently unknown.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Members of the public are the primary stakeholders affected by the proposed Ordinance. The public will have an opportunity to vote on the change in form of government at the Regular Municipal Election.

ALTERNATIVES:

Not applicable to this Ordinance.

RECOMMENDATION:

None.

ATTACHMENTS:

1. Mayor-Council to Council-Manager Charter Amendment Ordinance

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ORDINANCE NO. _11010___

AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE REGULAR MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2025 A PROPOSED AMENDMENT TO THE CHARTER OF THE CITY OF PUEBLO AND FIXING THE BALLOT TITLE THEREFOR

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

SECTION 1.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the regular municipal election to be held on November 4, 2025 a proposed amendment to the Charter of the City of Pueblo, more particularly set forth in Section 3 of this Ordinance.

SECTION 2.

This ballot title (submission clause and title) for the proposed Charter Amendment set forth in Section 3 hereof is hereby fixed and adopted as follows:

BALLOT QUESTION NO. __- CHARTER AMENDMENT

(Change Form of Government to Council-Manager)

SHALL THE CHARTER OF THE CITY OF PUEBLO BE AMENDED TO CHANGE THE FORM OF GOVERNMENT FROM A COUNCIL-MAYOR GOVERNMENT TO A COUNCIL-MANAGER GOVERNMENT, AND IN CONNECTION THEREWITH: REQUIRING THAT THE CITY COUNCIL - CITY MANAGER FORM OF GOVERNMENT NOT BE CHANGED EXCEPT BY CHARTER CONVENTION UPON MAJORITY VOTE OF QUALIFIED VOTERS; ELIMINATING THE OFFICE OF CITY MAYOR, DEPUTY MAYOR AND CHIEF OF STAFF AND ESTABLISHING THE OFFICE OF CITY MANAGER TO BE SELECTED BY CITY COUNCIL, IN WHICH ALL EXECUTIVE AND ADMINISTRATIVE POWERS OF THE CITY SHALL BE VESTED; GIVING CITY COUNCIL THE POWER TO APPOINT ALL CITY BOARDS AND COMMISSIONS WHOSE MEMBERS WILL BE LIMITED TO FOUR-YEAR TERMS; REMOVING THE PROHIBITION AGAINST CITY COUNCIL INTERFERING IN THE REMOVAL OF MEMBERS OF CITY BOARDS AND COMMISSIONS; RECOGNIZING THE PRESIDENT OF THE CITY COUNCIL AS HEAD OF CITY GOVERNMENT FOR ALL CEREMONIAL PURPOSES AND AUTHORIZING THE PRESIDENT OF

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THE CITY COUNCIL TO EXECUTE AND AUTHENTICATE LEGAL DOCUMENTS AS MAY BE REQUIRED; GIVING THE CITY COUNCIL THE RIGHT TO ENFORCE ITS OWN ORDINANCES; GIVING CITY COUNCIL THE POWER TO APPOINT THE CITY CLERK AND MUNICIPAL COURT JUDGES; ALLOWING CURRENT AND FORMER MEMBERS OF THE CITY COUNCIL TO BECOME CITY MANAGER OR CITY EMPLOYEES AFTER THE FIRST YEAR FOLLOWING THE EXPIRATION OF THEIR TERMS OF OFFICE; AUTHORIZING CITY COUNCIL TO DIRECT THE CITY ATTORNEY TO INSTITUTE LAWSUITS; ALLOWING THE FUNCTIONS OF THE DEPARTMENT OF AVIATION BE DETERMINED BY RESOLUTION; MANDATING THAT THE CITY COUNCIL - CITY MANAGER FORM OF GOVERNMENT TAKE EFFECT IMMEDIATELY UPON APPROVAL OF THIS CHARTER AMENDMENT BY THE REGISTERED ELECTORS OF THE CITY OF PUEBLO AND PROVIDING THAT THE CITY COUNCIL SHALL APPOINT AN INTERIM CITY MANAGER.

_____ YES
_____ NO

SECTION 3.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the regular municipal election to be held on November 4, 2025 an amendment to the Charter of the City of Pueblo, as follows: (brackets indicate matter being deleted, underscoring indicates new matter being added):

ARTICLE 1
General Provisions

Section 1-2. Form of Government

The Municipal Government provided by this Charter shall be known as the **[**"Mayor-Council**]** **"City Council-City Manager** Government," and shall not be changed except in accordance with the laws of the State of Colorado and provisions of this Charter, **by Charter Convention upon majority vote of the qualified voters**. Pursuant to its provisions and subject only to limitations imposed by the State Constitution and by this Charter. Pursuant to its provisions and subject only to limitations imposed by the state constitution and by this Charter, all executive powers of the city shall be vested in **[**an elected Mayor**]** **the City Manager** and all legislative powers shall be vested in an elective council**, except as provided by law or city charter**.

. . .

Section 1-5. Definitions

Certain words and phrases, when used herein, are hereby declared to have the following meanings:

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a. "Agency" shall mean any Bureau, Department, Division, or other organizational unit in the executive branch of city government;

b. "Allotment" shall mean a portion of an appropriation made available for expenditure during a specified period of less than one year;

c. "Appropriation" shall mean an authorization by the Council to expend from public funds a specified maximum sum for a specified purpose and during a specified time;

d. "Area" in the case of councilmen elected by district shall mean the councilmanic district; for councilmen elected at large, it shall mean the City;

e. "Bureau" shall mean an organization of two or more departments headed by one person, responsible directly to the **City Manager** **[**Mayor**].** The heads of departments within the Bureau are directly responsible to the Bureau Head;

f. "Candidate" shall mean any person seeking nomination or election to any city office in Pueblo;

g. "Class" when used in connection with personnel administration, shall mean a definitely recognized kind of employment in the Classified Service comprising positions that are so nearly alike in duties and responsibilities that they can be equitably treated under similar conditions for personnel purposes;

i. "Classified Service" shall mean the aggregate of all positions in municipal service covered by Civil Service;

j. "Department" shall mean one of the major organizational units of the City;

k. "Division" shall mean a primary subdivision of a department headed by one person responsible directly to the Department Director;

l. "Emergency Ordinance" shall mean an ordinance, the passage of which shall be necessary to the preservation or protection of public health, property, or safety;

m. "Employees" shall mean all persons in municipal service who are not officers;

n. "General Law" shall mean the Constitution and Statutes of the State of Colorado and common law to the extent that common law has been adopted in Colorado;

o. "Officers" shall mean persons in municipal service specifically declared by this Charter to be officers;

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p. "Qualified Elector" shall mean a person entitled to vote at a general municipal election, if registered, and if not registered, otherwise eligible to vote; the term is synonymous with qualified voter;

q. "Qualified Taxpaying Electors" shall mean such of the qualified voters as shall in the twelve months immediately preceding the date of election have paid a City property tax on property listed on the county assessment rolls;

r. "Unclassified Service" shall mean the aggregate of all positions in municipal service not covered by Civil Service.

ARTICLE 2
Municipal Officers

Section 2-1. Designation of Officers

In accordance with Article XX of the Constitution of the State of Colorado, the legally qualified holders of the following positions in municipal service are hereby declared to be officers, and their monthly salaries are hereby initially fixed in the following amounts until changed by ordinance, but shall not be increased or decreased during the current term of [officers] councilors enacting such ordinance.

[Mayor	$12,500.00]
President of the City Council	$125.00
Member of the City Council	$100.00

. . .

Section 2-3. Elective Officers

The following officers shall be elected by the qualified electors:

[Mayor]

Members of the City Council;

Members of the Civil Service Commission;
Such other officers as provided for in this Charter.

Section 2-4. Qualification of Elective Officers

Each elective officer when elected shall have been a citizen of the United States and shall have resided in the City for at least twelve consecutive months immediately preceding the election, and in the precinct for ten days immediately before filing as a candidate. Councilmen elected by districts shall also be residents and qualified electors of the respective districts from which they are elected. A person who has been convicted of a

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felony shall not become a candidate for the Council [or Mayor]. No elected official shall hold any other elective public office or be an employee of the City of Pueblo.

Section 2-5. Appointive Boards and Commissions

Unless otherwise required by law, all boards and commissions shall be appointed by the [the Mayor] **City Council**, subject to Council confirmation and shall have such powers and perform such duties as are prescribed by the Charter or by ordinance. **Members of such boards and commissions shall serve for a period of four years, or until their successors are appointed.**

Appointments by the **City Council** [Mayor] shall specify the term of office of each individual in order to achieve overlapping of tenure.

All members shall be subject to removal by the appointing authority.

All boards and commissions shall choose their own chairmen and operate in accordance with the rules of procedure as set forth by the appointing authority.

Notwithstanding the foregoing, [the Mayor and] **the City** Council shall have no jurisdiction or control over the independent Board of Water Works of Pueblo, Colorado and shall act in accordance with section 15.2 of this Charter.

Section 2-6. Elected Officers

All elected officers shall continue to hold office until their successors are duly elected and qualified. An elective office shall become vacant whenever any officer becomes permanently incapacitated, either physically or mentally, and cannot perform the duties of his office, or if a councilman absents himself from two regular council meetings during any one calendar year without reasonable excuse, as determined by the rules of procedure of the Council. Any officer after final conviction of a felony shall forfeit his office forthwith. If a councilman elected from a district moves from such district during his term of office, his office is automatically declared vacant. In the case of vacancy of a district council member, the Council shall fill the vacancy by appointment of an eligible person from such district. In case of a vacancy of a council member elected at large, the Council shall fill the vacancy by appointment of an eligible person selected from the City at large.

Any vacancy in an elective office [,except for the office of Mayor,] shall be filled by appointment of the Council. Any person appointed to fill a vacancy in an elective office shall have the qualifications required of persons regularly elected and shall hold the office until the next general municipal election when the vacancy shall be filled by election according to law and until his successor is qualified. The term of office of any officer elected to fill a vacancy shall terminate at the expiration of the term during which the vacancy occurred.

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[Any vacancy in the office of the Mayor shall be filled in accordance with section 4-11 of this Charter.]

. . .

ARTICLE 3
City Council

Section 3-4. President of the Council

The President of the Council shall preside over meetings of the Council and have the same right to speak and vote therein as any other member. **The City Council President shall be recognized as head of the City Government for ceremonial purposes only. The President shall execute and authenticate legal instruments requiring a signature as such an official.** The Vice-President shall become acting president with the same duties as provided for the President in [his] **the** absence or disability **of the President**. The President shall in no case have the power of veto.

Section 3-5. General Powers

The Council shall have the power to adopt all ordinances, resolutions, or other legislation conducive to the welfare of the people of the City and not inconsistent with this Charter, and the Council shall not perform any executive functions except those functions assigned to the Council by this Charter. The Council shall have all legislative powers and functions of municipal government conferred by general law, except as provided in this Charter:

a. Have all legislative powers of municipal government conferred by general law, except as provided in this Charter. The Council shall act only by ordinance in matters of legislation or appropriations, or when action by ordinance is otherwise required by this Charter, by ordinance, or by general law: and may act by ordinances or resolutions in other matters. When council expresses opinions, principles, facts, or propositions, it shall be in the form of a resolution.

b. Provide for penalties for violations of its ordinances. **The Council shall provide for enforcement of its ordinances.** No fines or imprisonments shall exceed the following limits: Fines, one thousand dollars ($1,000.00); imprisonment, one (1) year; or a combination of both fine and imprisonment within the designated limits. The amount by which any fine exceeds three hundred dollars ($300.00) is dedicated to graffiti control and removal and other law enforcement activities as determined by the Council.

c. **The Council is** [Not] **not** to be otherwise limited in its punitive or enforcement measures.

d. **The Council shall** [Approve] **approve** compensation for boards, commissions, and employees in the Classified and Unclassified Service.

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e. **The Council, or a duly authorized committee thereof, may** [Have] **have** the discretion to investigate any agency and the official acts of any officer or employee thereof, and may compel by subpoena attendance and testimony of witnesses and production of books and documents.

f. Establish and adopt by ordinance or resolution five-year goals and one-year objectives for the City, which goals and objectives shall be reviewed and revised annually by the Council. In doing so, Council shall [consult with the Mayor,] seek advice from appropriate boards and commissions, and hold one or more public hearings before adopting or revising the goals and objectives of the City.

g. **The Council may** [Hire] **hire** the personnel necessary to enable the Council to adequately perform its duties.

h. **The Council shall** [Not] **not** interfere in executive appointments or removals except for the purpose of confirmation on appointments. The Council and its members shall deal with the administrative service **solely through the city manager,** [solely through the Mayor and neither the Council] **and** no member thereof shall give orders to any subordinates of the [Mayor] **city manager** either publicly or privately. Council shall not interfere in the removal of heads or directors of bureaus, departments, city employees. [or Mayor- appointed boards and commissions.]

i. Faithfully execute and comply with all laws, ordinances, regulations and resolutions of the City and all laws of the State of Colorado and the United States of America which apply to the City.

. . .

Section 3-9. Power to Make Contracts

The Council may enter contracts and leases on behalf of the Municipal Government by ordinance only. All written contracts, to which the Municipal Government is a party, shall be approved as to form by the City Attorney.

Nothing shall prevent making of contracts or spending of money for capital improvements to be financed in whole or in part by issuance of bonds, nor making of contracts of lease or for services for a period exceeding the budget year in which such contract is made.

Section 3-10. Independent Audits

The Council shall contract with or employ an independent practicing individual or firm, permitted to practice public accounting under general law and of known standing, to perform an annual general audit of municipal government and such other periodic post audit as the Council may determine. Such audits shall include:

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a. Post auditing all financial records and transactions of the Municipal Government at length or by test checks;

b. Verifying general financial statements and existence and amounts of the assets and liabilities of the Municipal Government;

c. Recommending to the **City Manager** [Mayor] the scope, form, and content of the financial records to be kept by all agencies in order to permit a proper post audit.

d. Reporting deficiencies to proper officials for administrative, civil or criminal action;

e. A condensed financial statement, including findings and recommendations of the auditors, to be published annually.

Section 3-11. City Clerk

The City Council [Mayor] shall appoint the City Clerk**, subject to Council confirmation**, who shall act as Clerk of the Council. The City Clerk shall give notice of council meetings, keep a journal of its proceedings, authenticate by [his] **his/her** signature and record in full in the book kept for the purpose, all ordinances and resolutions and shall perform such other duties as shall be required by this Charter or by ordinance.

. . .

Section 3-14. Surety Bonds

The Council shall require the **City Manager**, the Director of Finance and such other employees transacting financial business of the City to furnish bonds with such surety and in such amounts as the Council may determine.

. . .

Section 3-21. Disposition of Ordinances

The President of the Council shall sign all ordinances approved by the Council, both on the ordinance itself and in the ordinance record. The City Clerk shall present all ordinances approved by the Council to the **City Council President** [Mayor] within forty-eight (48) hours of final passage**.** [If the Mayor approves the ordinance as passed by the Council, he or she shall sign it within five (5) days after receiving it. If the Mayor disapproves, the ordinance shall be returned to the Council within five (5) days after with the Mayor's objections in writing. If then five (5) of the Council members vote to pass the same over the Mayor's veto at the next regular meeting of Council, it shall become an ordinance notwithstanding the objections of the Mayor. If the Mayor does not return the ordinance with written objections within the time specified, it shall take effect as if the Mayor had approved it. Ordinances shall be signed by both the Mayor and the President of the Council or the President of the Council in case of veto override; both on the

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ordinance itself and in the ordinance record.] All ordinances of Pueblo shall be indexed by subject by the City Clerk in a book kept for that purpose which shall be a public record.

. . .

ARTICLE 4
[Mayor]City Manager

Section 4-1. Appointment

The Council shall hire a City Manager who shall be the Executive Head of the Municipal Government. The Council shall fix his/her salary at such amount as it shall approve. He/she shall be appointed based on administrative and executive qualifications with special reference to his/her actual experience in and his/her knowledge of accepted practice in respect to the duties of his/her office as hereafter set forth. At the time of his/her appointment the City Manager need not be a resident of the City of Pueblo or State of Colorado, but during his/her tenure of office he/she shall reside within the City of Pueblo within 6 months of hire. No Councilor shall be appointed to the position of City Manager or any position in the Classified or Unclassified Service of the City during the term for which the councilor shall have been elected nor within one year after the expiration of his term.

Section 4-2. Absence of City Manager

To perform duties during temporary absence or disability, the City Manager shall designate by letter, filed with the City Clerk, a qualified administrative city employee. In the event of failure by the City Manager to make such a designation, the Council may, by resolution, appoint a qualified administrative city employee to perform the duties of the City Manager until return, or disability shall cease.

Section 4-3. Removal of City Manager.

The Council shall appoint the City Manager for an indefinite term and may remove him/her by majority vote of its members. At least thirty (30) days before such removal shall become effective, the Council shall by majority vote of its members, adopt a resolution stating the reasons for his/her removal. Upon removal of the City Manager, the Council shall in any case cause to have paid him/her forthwith any unpaid balance of his/her salary for the current month and his salary for the next calendar month following adoption of the resolution.

Section 4-4. Council

Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the City Manager and neither the Council nor

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any member thereof shall give orders to any subordinates of the City Manager either publicly or privately.

The City Manager shall:

a. Be responsible for enforcement of the laws and ordinances of the City;

b. Except as such powers may be specifically otherwise designated herein, have power to appoint, suspend and remove heads or directors of all bureaus, departments, and city employees; suspension or dismissal of the head or director of a bureau or department must be by written statement giving the reasons for such action, a copy of which must be delivered to the person concerned; all appointments shall be based upon merit and fitness alone, provided however, that in the Classified Service all appointments, suspensions and removals shall be subject to the Civil Service and personnel provisions of the Charter of Pueblo. The power to appoint heads or directors of all bureaus and departments shall be subject to Council confirmation.

c. Except as herein otherwise provided, exercise supervision and control over all executive and administrative departments and agencies created herein or that may be hereafter created by the Council; Each Department shall be headed by a Director, recommended by the city manager, and appointed by the city council with the majority vote. Two or more departments may be headed by the same individual. Directors of departments may also serve as chiefs of divisions. All persons appointed as Directors of Bureaus or Departments shall be selected on the basis of their training, experience, qualifications and fitness for the particular job to be performed. Consideration shall be given to persons already employed in the respective department at the time of the appointment. Appointments shall be subject to Council confirmation. The city manager shall have power, whenever the interest of the City requires, to assign any employee of one department to temporary performance of similar duties in another department.

d. Prepare the Budget annually and submit it to the Council and be responsible for its administration after adoption. Direct the Financial Director to prepare annual budget. City Manager and Finance shall present to council for approval, and both are responsible for its administration and after adoption as directed by council.

e. Prepare a written state of the City report annually, which report shall be filed with the City Clerk by the first Tuesday in February and made a part of the permanent records of the City and available to the public. Such report shall be submitted to the Council as of the end of the fiscal year, a complete report on finances and administrative activities of the City for the preceding year and the future needs of the City and make written or verbal reports to the Council at any time required by it as to any particular matter relating to the affairs of the City within their supervision.

f. Keep the Council advised of the financial condition and future needs of the City and make such recommendations to the Council for adoption as he may deem necessary or expedient.

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g. Be responsible for enforcement of all terms and conditions imposed in favor of the City or its inhabitants in any contract or public utility franchise and upon knowledge of any violation thereof, report the same to the Council for such action and proceedings as may be necessary to enforce the same.

[Section 4-1. Election of Mayor

The Mayor shall meet the qualifications for elective officer on the date of filing of the declaration of candidacy for the office of Mayor. The Mayor shall be elected by the qualified electors of the City.

Section 4-2. Mayor's Term

The term of Mayor, unless sooner recalled or removed, shall begin on the second Tuesday in January of the year following election and shall be for four years or until a successor is duly elected and qualified. After having served two consecutive terms, the incumbent Mayor shall be ineligible to hold office thereafter.

Section 4-3. Powers

The executive branch of the City government is created. The office of Mayor is created. The Mayor shall control and direct the executive branch. The Mayor is authorized to delegate executive and administrative power within the executive branch. The Mayor shall be the chief executive officer with all executive and administrative powers of the City, except as otherwise provided in this Charter. The Mayor is the official head of the City for all ceremonial purposes. The Mayor shall devote full-time and attention to the performance of the duties of office the position and shall hold no other paid public or private employment.

Section 4-4. Duties of Mayor.

The Mayor shall:

a. Be responsible for enforcement of the laws and ordinances of the City;

b. Except as such powers may be specifically otherwise designated herein, have power to appoint, suspend and remove heads or directors of all bureaus, departments, and city employees; suspension or dismissal of the head or director of a bureau or department must be by written statement giving the reasons for such action, a copy of which must be delivered to the person concerned; all appointments shall be based upon merit and fitness alone, provided however, that in the Classified Service all appointments, suspensions and removals shall be subject to the Civil Service and personnel provisions of the Charter of Pueblo. The power to appoint heads or directors of all bureaus and departments shall be subject to Council confirmation.

c. Except as herein otherwise provided, exercise supervision and control over all executive and administrative departments and agencies created herein or that may be

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hereafter created by the Council; Each Department shall be headed by a Director, recommended by the city manager, and appointed by the city council with the majority vote. Two or more departments may be headed by the same individual. Directors of departments may also serve as chiefs of divisions. All persons appointed as Directors of Bureaus or Departments shall be selected on the basis of their training, experience, qualifications and fitness for the particular job to be performed. Consideration shall be given to persons already employed in the respective department at the time of the appointment. Appointments shall be subject to Council confirmation. The city manager shall have power, whenever the interest of the City requires, to assign any employee of one department to temporary performance of similar duties in another department.

d. Prepare the Budget annually and submit it to the Council and be responsible for its administration after adoption. Direct the Financial Director to prepare annual budget. City Manager and Finance shall present to council for approval, and both are responsible for its administration and after adoption as directed by council.

e. Prepare a written state of the City report annually, which report shall be filed with the City Clerk by the first Tuesday in February and made a part of the permanent records of the City and available to the public. Such report shall be submitted to the Council as of the end of the fiscal year, a complete report on finances and administrative activities of the City for the preceding year and the future needs of the City and make written or verbal reports to the Council at any time required by it as to any particular matter relating to the affairs of the City within their supervision.

f. Keep the Council advised of the financial condition and future needs of the City and make such recommendations to the Council for adoption as he may deem necessary or expedient.

g. Be responsible for enforcement of all terms and conditions imposed in favor of the City or its inhabitants in any contract or public utility franchise and upon knowledge of any violation thereof, report the same to the Council for such action and proceedings as may be necessary to enforce the same.

h. Appoint the Deputy Mayor subject to Council confirmation:

i. Appoint the members of city boards and commissions pursuant to Section 2-5

j. Recommend to the Council such measures and ordinances as he or she may deem necessary or expedient, and to make such other recommendations to the Council concerning the affairs of the City. as the Mayor finds desirable:

k. Participate in discussions of the Council in an advisory capacity have the right to attend and be heard at any regular, special, open or closed session meeting of the Council, but not the right to vote at such meetings:

l. Perform such other duties as may be prescribed by this Charter.

m. Faithfully execute and comply with all laws, ordinances, and regulations of the City and all laws of the State of Colorado and the United States of America which apply to the City.

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Section 4-5. Deputy Mayor

The Mayor shall designate a member of the cabinet, as the term is defined in Section 4-6 of this Charter, to be the Deputy Mayor. The designation shall be filed with the City Clerk. The designation shall be valid for one (1) year unless a vacancy in the office occurs, in which case the Mayor shall appoint another member of the cabinet to be the Deputy Mayor. The Deputy Mayor shall serve at the pleasure of the Mayor.

Section 4-6. Administrative Departments - Mayor's Cabinet

There shall be the following Departments: Aviation, Finance, Fire, Health, Law, Parks and Recreation, Personnel, Police, Public Works, and Purchasing. and such others as may be established by ordinance. upon the recommendation of the City Manager. The Mayor's cabinet shall be composed of the directors of the Departments and such other Departments as may be established by ordinance upon the recommendation of the Mayor.

Section 4-7. Directors of Departments

Each Department shall be headed by a Director, recommended by the appointed the Mayor city manager, and appointed by the city council with the majority vote. Directors shall serve at the pleasure of the Mayor.

All persons appointed as Directors of Bureaus or Departments shall be selected on the basis of their training, experience, qualifications and fitness for the particular job to be performed. Consideration shall be given to persons already employed in the respective department at the time of the appointment. Appointments shall be subject to Council confirmation.

Two or more departments may be headed by the same individual; the Deputy Mayor must head one or more departments. Directors of departments may also serve as chiefs of divisions.

Section 4-8. Departmental Divisions

The work of each department may be distributed among such divisions thereof as may be established by ordinance upon recommendation of the Mayor or by regulations issued by the Mayor, pending passage of such an ordinance.

Section 4-9. Assignment of Employees

The Mayor shall have power, whenever the interest of the City requires, to assign any employee of one department to temporary performance of similar duties in another department.

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Section 4-10. Action on Ordinances

Upon presentation of all ordinances approved by the Council to the Mayor in accordance with Section 3-21 of this Charter, the Mayor shall:

a. Sign such ordinance within five (5) days if he or she approves; or

b. Return such ordinance to the Council within five (5) days if he or she disapproves, with the Mayor's objections in writing.
[If then five (5) of the Council members vote to pass the same over the Mayor's veto, it shall become an ordinance notwithstanding the objections of the Mayor. If the Mayor does not return the ordinance with written objections within the time specified, it shall take effect as if the Mayor had approved it.

Section 4-11. Vacancy in the Office of Mayor - Succession of Acting Mayor

In the event a vacancy occurs in the office of Mayor, the Deputy Mayor shall resign his or her office and shall become acting Mayor; except that if the Deputy Mayor refuses or is unable to discharge the duties of the office of Mayor, the person shall not resign as a Director; and the office shall be filled by appointment of the Council.

Any person appointed to fill a vacancy in the office of Mayor shall have the qualifications required of persons regularly elected and shall hold the office until the next general municipal election or special run-off election, when the vacancy shall be filled by election according to law and until his or her successor is qualified. The term of office of any person filling the vacancy in the office of Mayor shall terminate at the expiration of the term during which the vacancy occurred.**]**

ARTICLE 5
Municipal Court

Section 5-1. Municipal Court

There shall be a Municipal Court vested with exclusive original jurisdiction of all causes arising under the Charter and the ordinances of the City of Pueblo. The **[**Mayor**]** **City Council** shall appoint, **by majority vote** **[**subject to Council confirmation**]**, as many Municipal Judges as may be required to conduct the affairs of the Municipal Court. Municipal Judges shall be attorneys admitted to practice law in Colorado. Each Municipal Judge shall be appointed by the **[**Mayor**]** **Council** for a term of two years and may be removed by the **[**Mayor**]** **Council** for cause. The **[**Mayor**]** **Council** shall designate one Judge to be the presiding Judge, who shall act as Municipal Court Administrator and who shall supervise all Court personnel. The Judges shall receive such compensation as shall be fixed by the Council. In the absence of any Judge, the presiding Judge may designate a reputable attorney to serve in the place of the absent Judge.

Term of Municipal Court and local rules of procedure shall be enacted by the Council upon recommendation of the Municipal Judges.

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ARTICLE 6
Department of Law

Section 6-3. Institution of Suits

When directed by [the Mayor in writing or by] the Council, the City Attorney shall institute or defend any suit, action, or proceeding on behalf of the Municipal Government or an agency.

Section 6-4. Notice of Personal Injuries

Before the Municipal Government shall be liable for damages to a person injured on a street, avenue, alley, sidewalk, public place or way, the person so injured, or someone in his behalf, shall notify the Municipal Government within the time period, and manner required by the laws of the State of Colorado **and within sixty (60) days after receiving the injuries, shall notify the City Manager in writing, stating fully the time, place, circumstances, and extent of injuries**.

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ARTICLE 7
Finance Administration

Part I - Budget

Section 7-2. Submission of the Budget

Not later than the first regular meeting of the Council in October of each year, the [Mayor] **City Manager** shall submit to the Council:

a. An annual or current expense budget, hereafter referred to as the "Budget", which shall be a complete financial plan for the ensuing fiscal year, consisting of the budget proper and the budget message.

b. A capital budget.

Section 7-3. Scope of Annual Budget

The Budget shall contain:

a. An estimate of all revenue cash receipts anticipated from sources other than the tax levy of the ensuring fiscal year;

b. An estimate of the General Fund cash surplus at the end of the current fiscal year or of the deficit to be made up by appropriation;

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c. The estimated expenditures necessary for operation of the several department, offices and agencies of the City;

d. Debt service requirements for the ensuring fiscal year;

e. An estimate of the sum required to be raised by the tax levy for the ensuring fiscal year, and the rate of levy necessary to produce such sum based on a percentage of collection not exceeding the lowest percentage of current levy collection experienced during the three preceding complete fiscal years;

f. A balanced relation between total estimated expenditures and total anticipated revenue cash receipts, taking into account the estimated General Fund cash surplus or deficit at the end of the current fiscal year.

All estimates shall be in detail showing revenues by sources and expenditures by organizational units, activities, character and object. The Budget shall be so arranged as to show comparative figures for receipts and expenditures for at least two prior years and for the current year and the **[**Mayor's**]** **City Manager's** recommendations for the ensuring year. The Budget may provide an additional amount as a reserve to meet and care for expenditures to be made from such fund during the months of January to April in the year following the year for which the Budget and Appropriation Ordinance shall apply.

Section 7-4. The Budget Message

The budget message shall contain the recommendations of the **[**Mayor**]** **City Manager** concerning the fiscal policy of the City, a description of the important features of the budget plan, an explanation of all major increases or decreases in budget recommendations as compared with prior years, and a summary of the proposed budget showing comparisons similar to those required in the budget proper, itemized by principal sources of revenue and the main items of expenditure.

Section 7-5. Departmental Estimates - The Head of each department, office or agency shall submit to the **[**Mayor**]** **City Manager**, at such date as the **[**Mayor**]** **City Manager** shall determine, estimates of revenue and expenditure for that department, office, or agency. Such estimates shall be submitted upon forms furnished by the **[**Mayor**]** **City Manager** and shall contain all information which **[**he**]** **may be** **[**require**]** **required**. The form submitted shall include data regarding expenditures of the last fiscal year and estimates of expenditures to be required for the current fiscal year. The **[**Mayor**]** **City Manager** shall review the estimates and in preparing the Budget may revise them as **[**he or she may deem**]** **deemed** advisable**.**

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Section 7-8. Budget - A Public Record

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The Budget shall be a public record in the office of the City Clerk and shall be open to public inspection, and sufficient copies shall be made available for the use of the Council and the public, the number of copies to be determined by the [Mayor] **City Manager**.

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Section 7-12. Work Program and Allotments

After the annual appropriation has been adopted and before the beginning of the fiscal year the head of each department, office or agency shall submit to the [Mayor] **City Manager** in such form [as he shall prescribe] **as prescribed**, a work program which shall show the requested allotments of the appropriations for such department, office or agency for the entire fiscal year by monthly or quarterly periods as the [Mayor] **City Manager** may direct. Before the beginning of the fiscal year the [Mayor] **City Manager** shall approve with such amendments as [he] shall [determine] **determined by the City Manager**, the allotments for each such department, office, or agency, and shall file the same with the Director of Finance, who shall not authorize any expenditure to be made from any appropriation except on the basis of approved allotments. The aggregate of such allotments shall not exceed the total appropriation available to said department, office, or agency for the fiscal year. An approved allotment may be revised during the fiscal year in the same manner as the original allotment was made. If at any time during the fiscal year the [Mayor] **City Manager** shall ascertain that the revenue cash receipts for the year, plus General Fund cash surplus from the preceding year, will be less than the local appropriations**,** [he or she] **the City Manager** shall reconsider the work programs and allotments of the several departments, offices and agencies, and revise the allotments so as to forestall the incurring of a deficit.

Section 7-13. Transfers of Appropriations

[The Mayor] **City Manager** may at any time transfer any unencumbered appropriation balance or portion thereof from one classification of expenditure to another within the same department, office, or agency. At the request of the [Mayor] **City Manager** the Council may by resolution transfer any unencumbered appropriation balance or portion thereof from one department, office, or agency to another.

Section 7-14. Additional Appropriations

Appropriations in addition to those contained in the Budget shall be made only on the recommendation of the [Mayor] **City Manager** and only if the Director of Finance certifies that there is available a cash surplus sufficient to meet such appropriations, provided that this limitation shall not apply to meeting a public emergency threatening the lives, health,

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or property of citizens; provided that such an emergency appropriation shall require a majority vote of the Council membership [and the concurrence of the Mayor].

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Section 7-16. Capital Budget

As a part of the budget message or as a separate report attached thereto the [Mayor] **City Manager** shall present a program, previously considered by the Planning and Zoning Commission as provided in this Charter or proposed capital projects for the ensuing fiscal year and for four (4) fiscal years thereafter. Estimates of the cost of such projects shall be submitted by each department, office or agency annually in the same manner as estimates of other budgetary requirements are prepared for the [Mayor] **City Manager**. The [Mayor] **City Manager** shall recommend to the Council those projects to be undertaken during the ensuing fiscal year and the method of financing the same. The Council may levy annually a tax of not more than two (2) mills to be assessed upon the valuation within the City at the same time as the regular annual taxes for city expenses, for the benefit of a fund to be known as the "Capital Improvement Fund" established for the purpose of paying the cost of capital improvements for which the City is authorized by this Charter to issue bonds and for no other purpose. The proceeds of such levy shall be kept by the Director of Finance in a special account until invested as authorized by the Council subject to existing laws. The Council shall have power to transfer from time to time to the Capital Improvement Fund any portion of the General Fund surplus not otherwise appropriated. Appropriations for construction or other permanent improvements, from the Capital Improvement Fund shall not lapse until the purpose for which the appropriation was made shall have been accomplished or abandoned, provided any project shall be deemed to have been abandoned if three (3) fiscal years elapse without expenditure from the encumbrance of the appropriation therefor. Any unappropriated balance in the Capital Improvement Fund may be transferred by the Council for payment of outstanding bonded indebtedness of the City. Provisions of this Section shall be subject to and carried out in accordance with the Constitution and the laws of the State of Colorado.

Part II - Department of Finance

Section 7-18. Director of Finance - Powers and Duties

The Director of Finance, under jurisdiction of the [Mayor] **City Manager**, shall have charge of administration of the financial affairs of the City and to that end he shall have authority and shall be required to:

a. Compile the current expense estimates for the Budget of the City;

b. Compile the capital estimates for the Annual Budget in compliance with recommendations of the Planning and Zoning Commission;

c. Supervise and be responsible for disbursement of all monies to ensure that budget appropriations are not exceeded, or payments illegally made;

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d. Maintain a general accounting system for the City Government and each of its offices, departments and agencies; keep books for and exercise financial budgetary control over each office, department and agency; keep separate accounts for items of appropriation contained in the City Budget, each of which accounts shall show the amount of the appropriation, the amounts paid therefrom, the unpaid obligations against it and the unencumbered balance; require reports of receipts and disbursements from each receiving and spending agency of City Government to be made daily or at such intervals as he may deem expedient;

e. Submit monthly to the [Mayor and] Council a statement of all accounts and funds, including trust and custodial funds, showing receipts and disbursements in sufficient detail to show the exact financial condition of the City, and release same for public information;

f. Prepare, as of the end of each fiscal year, a complete financial statement and report;

g. Prepare tax maps and give such notice of taxes and special assessments as may be required by law;

h. Receive from the County Treasurer all funds due the City from taxes, special assessments, and other items which are collected for the City by said County Treasurer. To collect such other taxes, special assessments, license fees and other revenues of the City or for whose collection the City is responsible and receive all money receivable by the City from the state or federal government, or from any court, or from any office, department or agency of the City, or any other agency or office which is not now in existence but which may in the future be created or provided for;

i. Have custody of all public funds belonging to or under the control of the City, or any office, department or agency of the City Government, and deposit or invest all funds coming into his hands as shall be designated by resolution of the Council, subject to the requirements of law as to surety and payment of interest on deposits or investments. All interest shall be the property of the City and shall be accounted for and credited to the proper account;

j. Have custody of all investments and invested funds of the City Government, or in possession of such government in a fiduciary capacity, and have the safekeeping of all bonds and notes of the City and the receipt and delivery of city bonds and notes for transfer, registration or exchange;

k. Unless he shall certify that there is a balance of appropriation for proposed expenditure and available funds, no expenditure shall be made.

Section 7-19. Accounting - Supervision and Control

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The Director of Finance shall have power and shall be required, under jurisdiction of the [Mayor] **City Manager** to:

a. Prescribe the forms of receipts, bills, vouchers, or claims to be used by all offices, departments, and agencies of the City Government.

b. Examine all contracts, orders and other documents by which the City Government incurs financial obligations, having previously ascertained that monies have been appropriated and allotted and will be available when the obligation shall become due and payable; and audit and approve before payment all bills, invoices, payrolls and other evidence of claims, demands or charges against the City Government and with the advice of the City Attorney determine the regularity, legality and correctness of such claims, demands or charges.

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Part IV – Purchases

Section 7-28. Purchases

There shall be established a Department of Purchases and Supplies, the Director of which shall be the City Purchasing Agent, under jurisdiction of the [Mayor] **City Manager**. Pursuant to rules and regulations established by ordinance, the Purchasing Agent shall contract for and purchase all supplies, materials, equipment, and contractual services required by any department, office, or agency of the City Government. [He] **The Purchasing Agent** shall have the following powers and duties:

a. To establish and enforce with approval of **t**he [Mayor] **City Manager** and after consultation with the directors of the departments concerned, standard specifications for all supplies, materials and equipment required by the City Government;

b. To prescribe the time of making requisitions for such supplies, materials and equipment, and the future period which said requisitions are to cover;

c. To inspect, or cause to be inspected, all deliveries of such supplies, materials and equipment, and to cause tests to be made when necessary in order to determine their quality and conformance with the specifications;

d. To supervise and control such central storerooms as the Council may provide by ordinance to serve the several departments, offices or agencies;

e. To supervise transfer of materials, supplies and equipment between departments or agencies, as needed, after consultation with the department or agency heads concerned;

f. To sell those surplus articles no longer of use to the Municipality before their value is lost through obsolescence, deterioration or spoilage, and to sell all scrap metals, materials or equipment. At each sale a number of prospective buyers shall be asked to

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quote prices by sealed bids and such articles shall be sold to the highest bidder, or the Purchasing Agent may reject all bids;

g. To create and maintain a record of non-expendable property owned by the City of Pueblo. The Equipment-Owned Record is to cover only those items of movable equipment having the following characteristics:

(1) Having a unit cost in excess of $50.00, and such other items as the Purchasing Agent may prescribe;

(2) Shall include only those items of equipment not carried as a regular stock item in the city storerooms;

h. To mark, or cause to be marked, with identification or number, all equipment owned by the City of Pueblo to prevent misuse thereof;

i. To purchase at the expense of the City, Surety Bonds for all officers and employees of the City required by law or ordinance to furnish such bonds to the City, and insurance of such types against liability, loss or damage on the part of the City or its property as the Council, upon recommendation of the **[**Mayor**]** **City Manager**, may authorize, and be responsible for collection of insurance benefits and other matters relating to the administration of the City's insurance.

. . .

Section 7-32. Contracts for City Improvement

Any city improvements except those performed directly by a city department or in special or local improvement districts shall be contracted for as follows: The Purchasing Agent shall, on the basis of specifications prepared by the Department of Public Works and approved by the Director of the department concerned and the **[**Mayor**]** **City Manager**, advertise for and receive bids for any public work or improvement and shall open and tabulate same and present the results to a Committee of Awards consisting of the **[**Mayor**]** **City Manager**, the Director of Public Works and the Head of the department, division or agency concerned. The Committee of Awards shall have the following alternatives:

a. Accept the lowest bid and recommend to the council that it authorize the work or improvement to be performed. (See section 7-29);

b. Reject all bids and order the Purchasing Agent to readvertise for bids;

c. Abandon the project.

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ARTICLE 8
Personnel Administration

Section 8-2. Director – Duties

The Director of Personnel and the Civil Service Commission shall have authority and be required to prepare and recommend to the City Council, through the [Mayor] **City Manager** such rules as may be considered necessary, appropriate, or desirable to carry out the provision of this Article and perform such other duties as may be required by this Charter, by ordinance, or by the [Mayor] **City Manager**.

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Section 8-5. Unclassified and Classified Service

Employment in the City shall be divided into Unclassified and Classified service.

a. The Unclassified Service shall comprise and consist of the following offices:

(1) Members of the City Council and other elective officers, and persons appointed to fill vacancies in elective offices;

(2) The City Clerk;

(3) The [Mayor, Deputy Mayor, and Assistant Deputy Mayors if any;] **City Manager, and Assistant Managers if any;**

(4) The Directors and Heads of Bureaus and Departments;

(5) One Private Secretary to the [Mayor] **City Manager;**

(6) members of Boards and Commissions in the Municipal Service except those specifically provided for in other sections of the Charter;

(7) Persons employed to make or conduct a special inquiry, investigation, examination, or installation, if the Council or the [Mayor] **City Manager** certifies that such employment is temporary, and that the work should not be performed by employees in the Classified Service.

(8) Municipal Judges;

(9) City Attorneys;

(10) The Post-Auditor appointed by the Council;

(11) Persons performing service to the City without compensation from the City;

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(12) Police Surgeon;

(13) Part-time Employees. (A part-time employee is defined as follows: No such person shall work more than the equivalent of eight months in any year in such temporary, part time, incidental or emergency status.)

b. The Classified Service shall comprise all positions not specifically included by this section in the Unclassified Service, and shall be subject to Civil Service.

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Section 8-8. Pay Schedule

There shall be prepared and maintained by the Director of Personnel a Uniform Schedule of Pay in the Classified Services, which shall be approved by the **[**Mayor**]** **City M<u>anager</u>**. The **[**Mayor**]** **<u>City Manager</u>** shall then submit the Pay Schedule to the City Council and such schedule shall take effect when approved by the City Council, except that, the Pay Schedule for employees in the Classified Service who are represented by a sole and exclusive collective bargaining agent shall be determined in accord with Section 8-14 of this Charter. The adoption of a Pay Schedule, including provisions relating to wages and hours and classification of positions in the Classified Service, and all details relating thereto is hereby specifically declared to be an Administrative Act or function of the **[**Mayor and**]** City Council and shall not be subject to the initiative and referendum provisions of the Charter, except as is otherwise provided in Section 8-14.

. . .

Section 8-11. Establishment of Retirement Plans

The Director of Personnel may cause to have prepared a retirement and disability plan or plans. Retirement funds may be administered by the Department of Finance. The Directors of Personnel and of Finance shall collaborate in continuous study of pension benefits and costs and shall provide for actuarial studies of costs of such plans. They shall report their findings and recommendations to the **[**Mayor**]** **<u>City Manager</u>**, the Council, and the public. No benefit plan shall be established or shall any increases in existing plans be provided except pursuant to such studies and recommendations. Any benefit plan shall be established on a jointly contributory basis with the employees and the City sharing the cost.

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ARTICLE 9
Department of Fire

Section 9-1. Department Created

There is hereby created a Department of Fire, the Director of which shall be the Fire Chief. Personnel in the Department shall include Assistant Fire Chiefs, Captains, Engineers, Operators, and other employees of such rank and grade as the [Mayor] **City Manager** and Council may deem necessary for public safety, provided such employees shall be subject to provisions of Sections 87 and 8-10.

. . .

Section 9-3. Fire Chief

The Fire Chief shall be in direct command of the Department of Fire. He shall assign all members of the Department to their respective posts, shifts, details, and duties. He shall make rules and regulations with the approval of the [Mayor] **City Manager** and in conformity with the ordinances and resolutions of the City, concerning the operation of the Department and the conduct of all employees thereof. He shall be responsible for the efficiency, discipline, and good conduct of the Department and for the care and custody of all property used by the Department. The Chief shall, subject to approval of the [Mayor] **City Manager** and Council, have further power to make regulations with force of law, implementing and giving effect to the laws and ordinances and resolutions relating to fire prevention and fire safety.

ARTICLE 10
Department of Police

Section 10-1. Department Created

There is hereby created a Department of Police, the Director of which shall be the Chief of Police. Personnel in the Department shall include Captains, Detective Sergeants, Patrolmen, Matrons, and other employees of such rank and grade as the [Mayor] **City Manager** and Council may deem necessary for public safety, provided such employees shall be subject to provisions of Sections 8-7 and 8-10.

Section 10-2. Functions of Department

The Department of Police shall be responsible for the preservation of public peace, prevention of crime, apprehension of criminals, protection of the rights of persons and property and the enforcement of the laws of the State, and the ordinances of the City as provided by this Charter and all rules and regulations made in accordance therewith, and such other functions as the [Mayor] **City Manager** and Council may prescribe for public safety. All members of the Department shall have all powers with respect to the service of criminal process and the enforcement of criminal laws as are vested in police officers by the general statutes.

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Section 10-3. Chief of Police

The Chief of Police shall be in direct command of the Department of Police. He shall assign all members of the Department to their respective posts, shifts, details, and duties. He shall make rules and regulations with approval of the [Mayor] **City Manager** and in conformity with the ordinances and resolutions of the City, concerning the operation of the Department and conduct of all employees thereof. He shall be responsible for the efficiency, discipline, and good conduct of the Department and for the care and custody of all property used by the Department.

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ARTICLE 12
Public Works

Section 12-5. Powers and Duties

The City Planning and Zoning Commission shall have authority to prepare and submit to the Council for its approval a master plan for the physical development of the City, including the general location, character and extent of streets, bridges, parks, waterways and other public ways, grounds and spaces, together with the general location of public buildings and other public property, public utilities, and the extent and location of any public housing or slum clearance projects. The Commission shall recommend such modifications of said plan, from time to time, as it deems in the City's interest. All plats of proposed subdivisions presented to the Council for approval shall be submitted to the City Planning and Zoning Commission, which shall make recommendations to the Council with respect thereto. The Commission shall submit annually to the [Mayor] **City Manager,** not less than ninety days prior to the beginning of the budget year, a list of recommended capital improvements which in the opinion of the Commission are necessary or desirable to be constructed during the forthcoming six-year period. Such list shall be arranged in order of preference, with recommendations as to which projects shall be constructed in which year.

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ARTICLE 13
Department of Parks and Recreation

Section 13-3. Powers and Duties

The Director of Parks and Recreation shall be responsible for the efficiency, discipline, and good conduct of the Department and for the care and custody of all property of the City entrusted to the Department. He shall be responsible for the performance of all functions of the Department.

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The construction and reconstruction of all parks, playgrounds, and recreation facilities shall be vested in the Department of Public Works. The specific determination of the functions relating to such construction and reconstruction the Department of Public Works shall be made by the [Mayor] **City Manager.**

Section 13-4. Rules and Regulations

On recommendation of the Director of Parks and Recreation to the [Mayor] **City Manager**, the Council shall have power by ordinance to adopt all needful rules and regulations relating to properties and related facilities under supervision of the Parks and Recreation Department, whether inside or outside the City, and for the preservation of order, safety, and decency therein. For the purpose of enforcing such rules and regulations, all such properties shall be under the police jurisdiction of the City. Any member of the police force of the City, or park employee appointed as a special policeman, shall have power to arrest without warrant on all such properties any person who has violated any such rule or regulation or committed an offense therein.

ARTICLE 14
Department of Aviation

Section 14-1 Department Created

There is hereby created a Department of Aviation, the head of which shall be the Director. The Department shall be responsible for such functions as shall be determined by ordinance **or resolution** of the City Council.

. . .

ARTICLE 17
Elections

Section 17-2. Municipal Elections

A general municipal election shall be held on the first Tuesday in November of each odd number year [, except that the first Mayoral election shall be held as provided in Section 20-3]. Special municipal elections shall be held in accord with the provisions of this Charter.

[To be elected Mayor, a qualified candidate shall have received a majority of the votes cast for such office. If no candidate receives a majority of the votes cast, a special run-off election shall be held on the first Tuesday in the month following. If a run-off election is required, the two (2) persons with the highest number of votes cast for the office shall appear on the ballot as candidates. Notwithstanding, the Council, by ordinance, may designate an alternative method of run-off election.]

. . .

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ARTICLE 20
Transitional Provisions

[Section 20-1. Status of Transitional Provisions

The purpose of this Article is to provide for an orderly transition from the Council- Manager government to a Mayor-Council government under provisions of this Charter Amendment. Such Article shall constitute a part of this Charter only to the extent and for the time required to accomplish that end.

Section 20-2. Reorganization Period

The period from the passage of this Charter Amendment to the first mayor taking office shall be known as the reorganization period. During the reorganization period from the mayor-council government to the City Council – City Manager form of government all officers and employees shall proceed with due diligence to effectuate the provisions of this Charter Amendment, which will take effect immediately with majority vote of the registered electors of the City of Pueblo. The Council, upon recommendations of the int and in accordance with Article 7, shall adopt a budget and appropriations ordinance for the year 2018 that effectuates the orderly transition. The Council and the City Manager shall, in cooperation with the Mayor-elect, designate the succession of organization units, employees, and allocate equipment and space.

Section 20-3. First Election Under Charter Amendment

The first Mayor to take office in accordance with this Charter Amendment shall be elected at a municipal election to be held on November 6, 2018 for a term expiring on the second Tuesday in January 2024. Thereafter, the Mayor's term and election shall be in accordance with Article 17 and Section 4-2.

Section 20-4. Present City Manager to Continue in Office

The City Manager in office at the time of the adoption of this Charter shall continue at the same rate of pay to serve and carry out the functions, power, and duties of the office until the first Mayor elected under this Charter Amendment takes office.] The office of mayor, deputy mayor and chief of staff will be immediately dissolved. The council shall consult with staff and appoint an interim city manager for a smooth transition of power.

Section 20-5. Status of Employees or Officers

The status of employees and officers not specifically affected by this Charter Amendment shall remain unchanged. Accrued liabilities prior to the first Mayor taking office, including any benefits payable to employees and officers, shall remain a liability to the Municipal Government as if the Council-Manager form of government remained.

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Section 20-6. Retirement Plans

This Charter Amendment shall not affect any contractual relationships existing on the effective date of this Charter Amendment between the Municipal Government and any officers or employees by reason of any retirement plans in effect.

Section 20-7. Local Improvements

Local Improvements not completed on the effective date of this Charter Amendment shall be governed by prior existing provisions of this until completed by the last Charter. as amended.

Section 20-8. Outstanding and Authorized Bonds

The provisions of this Charter Amendment shall not affect municipal bonds outstanding on the effective date of this Charter Amendment. Bonds authorized at an election held prior to the effective date of this Charter may be issued in accordance with the provisions of this Charter and when so issued shall be the lawful and binding obligations of the municipal government in accordance with their import.

Section 20-9. Saving Clause

This Charter Amendment shall not affect any suit pending in any court or any document heretofore executed in connection therewith. Nothing in this Charter Amendment shall invalidate any existing contracts between the municipal government and individuals, corporations, or public agencies.

Section 20-10 Severability Clause

The words, phrases, sentences, paragraphs, sections, and articles of this Charter Amendment shall be considered to be severable, so that if any word, phrase, sentence, paragraph, section, or article, or its application to any person or circumstance, is superseded by state law or held invalid, the remainder of the particular phrase, sentence, paragraph, section, or article, or the application thereof to other persons or circumstances, shall not be deemed affected.**]**

Section 20-1. Reorganization Period

The period from the passage of this Charter Amendment shall be known as the reorganization period. During the reorganization period to a City Council – City Manager form of government all officers and employees shall proceed with due diligence to effectuate the provisions of this Charter Amendment, which will take effect immediately with majority vote of the registered electors of the City of Pueblo. City Council will immediately appoint an interim City Manager by majority council vote. The interim position shall be a current city employee capable of completing duties until the permanent appointment is made through proper personnel procedures, and majority vote by council.

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Section 20-2. Status of Employees and Officers

Employees occupying, or to be transferred to a position to be placed in the Classified Service by executive order shall be included in the Classified Service with a qualifying examination as of the date fixed in the executive order which classifies the position. This date shall in no case be later than July 1, 1954. The status of employees and officers not specifically affected by this Charter Amendment shall remain unchanged and, liabilities including any benefits payable to employees and officers, shall remain a liability to the Municipal Government.

Section 20-3. Local Improvements

Local Improvements not completed on the effective date of this Charter Amendment shall be governed by prior existing provisions of this until completed by the last Charter. as amended.

Section 20-4. Retirement Plans

This Charter Amendment shall not affect any contractual relationships existing on the effective date of this Charter Amendment between the Municipal Government and any officers or employees by reason of any retirement plans in effect.
Section 20-5. Outstanding and Authorized Bonds

The provisions of this Charter Amendment shall not affect municipal bonds outstanding on the effective date of this Charter Amendment. Failure to observe requirements of the last Charter, as amended, governing municipal elections shall not invalidate any bonds authorized at an election held prior to the effective date of this Charter. Bonds authorized at an election held prior to the effective date of this Charter may be issued in accordance with the provisions of this Charter and when so issued shall be the lawful and binding obligations of the municipal government in accordance with their import.

Section 20-6. Saving Clause

This Charter Amendment shall not affect any suit pending in any court or any document heretofore executed in connection therewith. Nothing in this Charter Amendment shall invalidate any existing contracts between the municipal government and individuals, corporations, or public agencies.

Section 20-7 Severability Clause

The words, phrases, sentences, paragraphs, sections, and articles of this Charter Amendment shall be considered to be severable, so that if any word, phrase, sentence, paragraph, section, or article, or its application to any person or circumstance, is superseded by state law or held invalid, the remainder of the particular phrase, sentence, paragraph, section, or article, or the application

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thereof to other persons or circumstances, shall not be deemed affected.

SECTION 4.

The City Council does hereby find, determine, and declare that the ballot title set forth in Section 2 hereof fairly expresses the true meaning and intent of the referred Charter amendment.

SECTION 5.

The officials of the City are authorized and directed to take all actions necessary, appropriate or required to implement the provisions of this Ordinance. The City Clerk is directed to publish notice of election of the proposed Charter Amendment in conformity with the provision of 5-3-2, P.M.C., C.R.S. 1-7.5-101 *et seq*. and C.R.S. 31-2-210 and to certify the Ballot Title to the Pueblo County Clerk and Recorder no later than sixty days before the November 4, 2025 coordinated election, as provided by C.R.S. 31-2-210.

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 28, 2025.

Final adoption of Ordinance by City Council on August 11, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☐ Approved on _____.

☒ Disapproved on 8/13/2025 | 4:45 PM MDT based on the following objections:

See Attached.

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Docusign Envelope ID: 50BE59D8-FA04-45A0-8049-612434D06892

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

Pursuant to Sections 3-21 and 4-10 of the City Charter, I am vetoing the Ordinance R4, "An Ordinance submitting to the eligible electors of the City of Pueblo, Colorado at the regular Municipal Election to be held on November 4, 2025, a proposed amendment to the Charter of the City of Pueblo changing the form of government to City Council-City Manager and fixing the ballot title therefore" from Aug. 11, 2025.

People voted to change to a strong Mayor because they were frustrated with the lack of leadership among council members. City Council was unable to provide a unified, clear and consistent path forward for the City. Nothing has changed. The issue remains that City Council does not show the ability to come to consensus with a thoroughly vetted, informed and well-intentioned plan to help guide Pueblo and its citizens toward better and more progress.

Changing to a City Manager- City Council form of government will not improve the situation. This system will make it too easy to pass the buck and leave complex policy matters unresolved. This Ordinance is simply an attempt to remove me from office the same way they would remove a City Manager that disagreed with them or expressed independent thought. I cannot, in good conscience, allow this Ordinance to go forward unchallenged.

The proponents of this Ordinance have given several open meeting opinions for their desire to abolish a strong Mayor but none of them support the need to change the "form" of the government. Instead, their reasons come down to disapproval of me and my policies. [In their opinion I am unprofessional, unsuccessful, and vindictive.] Personal dislike of me or any one person should not drive a change as important and fundamental as this. If citizens don't like a particular Mayor's politics or personality, they can elect a new Mayor every four years.

By this Ordinance, City Council seeks to take back power they believe they have lost. City Council holds the same power now as it will under the City Manager-City Council form of government. The Mayor brings ideas to City Council but ultimately, it is City Council that decides whether to impose a fee, tear down a building, buy a building, end a franchise agreement, or allocate funds to a particular project. The Mayor does not have that authority without a majority vote by City Council. City Council's legislative power remains the same whether there is for a City Manager or when there is a Mayor. They currently have the ability introduce legislation and to pass or and fail any ordinance or resolution before them.

As a basis for this Ordinance, it was proposed that it is better for seven duly elected officials to have the authority to vet and hire a qualified City Manager because too much political power has been invested in a popular candidate selected by the people. Instead, proponents of this Ordinance believe it is crucial that the City Manager be able to follow the charge and will of the City Council. They want to go back to the City Manager form of government so they can hire someone that must do what they want or risk termination, and what does this separation cost?

1 City Hall Place, Pueblo, CO 81003 • (719) 553-2655 • Fax (719) 553-2698 • cityadmin@pueblo.us

The last employment agreement for the City Manager of the City of Pueblo cost the taxpayers $290,729.19 in 2019 alone. The Mayor makes $150,000 annually per Charter. Imagine what the cost of a City Manager would be to the City of Pueblo today in 2025? It would surely be more than $150,000 annually. One of Pueblo's cost comparable cities we currently base our 85% compensation agreements with our unions on is Greeley, Colorado. Greeley's City Manager's salary is $274,428.85 with a performance incentive of $10,000 on an annual basis.

There were reasons why people wanted a strong Mayor. They wanted the executive branch to be separate and independent from City Council and wanted that person to be able to exercise independent judgment without fear of retaliation from City Council. They wanted that person to be accountable to the entire community rather than only to seven people. They wanted more influence in local government. Return to a City Manager-City Council form of government will strip all of this away.

The citizens of Pueblo chose a strong Mayor form of government in November 2017. The citizens of Pueblo selected me for Mayor in November 2023 and again in the run-off election in January 2024. The citizens of Pueblo refused to support a recall election in May of 2025. City Council should respect the will of the people rather than attempt to grab power away from their constituents.

This Ordinance lays out no plan past November 5th when it calls for my immediate removal, which then requires City Council to appoint a current City employee to take the interim-City Manager position. The City Council was invited, and neglected, to be part of any budgetary planning discussions for 2026. Only one City Council member showed up for any of the 20 budget meetings I have already conducted for 2026. This is the budget that ultimately City Council approves and is only the Mayor's recommendation.

Some councilors have no professional expertise in projects, budgetary expenditures or personnel and continue to vote with uninformed opinions. Some council members have openly stated in meetings that they do not read the background papers provided and are uninformed about the Ordinance or Resolution before them that they plan to vote on at a meeting. In fact, this Ordinance is derived from a past citizen ballot measure that failed to successfully gather enough signatures.

The Ordinance does not allow the council to hire and fire staff or run the City of Pueblo as they wish to do. This Ordinance sets the hard work of the Mayor-City Council form of government back and it will have significant impacts on a community that is on the cusp of great economic opportunity and prosperity. There are only three strong mayors in the state of Colorado, why would we revert to the past when we are currently progressing into the future? I cannot in good conscience allow this ordinance to stand.

Heather Graham
Mayor

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City Clerk's Office Item # R5

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 11, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Mark Aliff, President

SUBJECT: An Ordinance submitting to a vote of the registered electors of the City of Pueblo at the Regular Municipal Election to be held November 4, 2025, a proposed amendment to section 8-9 of the Charter of the City of Pueblo relating to the requirements for members of the classified service to run for public office and fixing the ballot title therefor

SUMMARY:

Attached is a proposed Ordinance referring to the registered voters of the City a proposed amendment to the City's Charter.

PREVIOUS COUNCIL ACTION:

Council has previously submitted to the eligible electors of Pueblo certain Charter Amendments.

BACKGROUND:

This Ordinance was prepared at the direction of City Council at a work session on June 30, 2025, to amend the charter of the City of Pueblo to allow City employees in the classified service desiring to run for public office to do so without taking a leave of absence.

FINANCIAL IMPLICATIONS:

Financial implications include the cost of placing this Ordinance along with other proposed Charter amendments on the ballot at the 2025 regular election.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

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STAKEHOLDER PROCESS:

Members of the public are the primary stakeholders affected by the proposed Ordinance. The public will have an opportunity to vote on whether employees in the classified service should be allowed to run for public office without taking a leave of absence.

ALTERNATIVES:

A “no-action” alternative would keep the Charter in its current form.

RECOMMENDATION:

None.

ATTACHMENTS:

1. Classified Political Office Charter Amendment Ordinance

Docusign Envelope ID: FAA12410-1AD3-425C-A29D-F1DA333DC1BE

ORDINANCE NO. _11011__

AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF PUEBLO AT THE REGULAR MUNICIPAL ELECTION TO BE HELD NOVEMBER 4, 2025, A PROPOSED AMENDMENT TO SECTION 8-9 OF THE CHARTER OF THE CITY OF PUEBLO AND FIXING THE BALLOT TITLE THEREFOR

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

SECTION 1.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the regular municipal election to be held on November 4, 2025, a proposed amendment to the Charter of the City of Pueblo, more particularly set forth in Section 3 of this Ordinance.

SECTION 2.

This ballot title (submission clause and title) for the proposed Charter Amendment set forth in Section 3 hereof is hereby fixed and adopted as follows:

BALLOT QUESTION NO. ____ - CHARTER AMENDMENT

(Making it Easier for City Employees To Run For Public Office)

SHALL SECTION 8-9 OF THE CHARTER OF THE CITY OF PUEBLO BE AMENDED TO REMOVE THE REQUIREMENT THAT CITY EMPLOYEES WITHIN THE CLASSIFIED SERVICE MUST TAKE A LEAVE OF ABSENCE IN ORDER TO RUN FOR PUBLIC OFFICE?

_____ YES
_____ NO

SECTION 3.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the regular municipal election to be held on November 4, 2025, an amendment to the Charter of the City of Pueblo, as follows: (**[**brackets**]** indicate matter being deleted, **underscoring** indicates new matter being added).

ARTICLE 2
Municipal Officers

Section 8-9. – Personnel Administration

No person in the Classified Service of the City or seeking admission thereto shall be

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appointed, promoted, reduced, removed or in any way favored or discriminated against because of his race or his political or religious opinions or other affiliations or non-affiliations; provided that it shall be permissible and it shall not be in violation of this Charter for the City to enter into an agreement with the sole and exclusive collective bargaining agent for the classified employees in a bargaining unit, which requires the payment by the classified employees in a bargaining unit to said sole and exclusive collective bargaining agent of an amount not to exceed the normal dues and assessments required of members of said sole and exclusive collective bargaining agent if seventy-five percent (75%) or more of the classified employees in a bargaining unit voting in an election conducted by the Civil Service Commission approve including such a provision in any collective bargaining agreement entered into between the City and said sole and exclusive collective bargaining agent. No person shall willfully or corruptly make any false statement, mark, rating or report in regard to any test, certification, or appointment held or made under the personnel provisions of this Charter or in any manner commit or attempt to commit any fraud preventing the impartial execution of such personnel provisions or of the rules and regulations made thereunder. Any employee of the Classified Service **[**desiring to run for**]** **elected to** public office, **other than the board of education of a school district,** **[**shall take a leave of absence during such campaign and if elected**]** shall cease to be employed by the City **upon taking the oath of said office**. No person seeking appointment to or promotion in the Classified Service of the City shall either directly or indirectly give, render or pay any money, service or other valuable thing to any person for or on account of or in connection with his test, appointment, proposed appointment, promotion, or proposed promotion. No person shall orally, or by letter or otherwise, solicit or be in any manner concerned in soliciting any assessment, subscription or contribution for any political party or political purpose whatever from any person holding a position in the Classified Service of the City. No person holding a position in the Classified Service of the City shall make any contribution to the campaign funds of any political party or any candidate for public office or take part in the management, affairs, or political campaign of any political party or any candidate for public office, further than in the exercise of his right as a citizen to express his opinion and to cast his vote. The above prohibitions shall be in accord with Section 2-8.

SECTION 4.

The City Council does hereby find, determine, and declare that the ballot title set forth in Section 2 hereof fairly expresses the true meaning and intent of the referred Charter amendment.

SECTION 5.

The officials of the City are authorized and directed to take all actions necessary, appropriate or required to implement the provisions of this Ordinance. The City Clerk is directed to publish notice of election of the proposed Charter Amendment in conformity with the provision of C.R.S. 1-7.5-101 et seq. and C.R.S. 31-2-210 and to certify the Ballot Title to the Pueblo County Clerk and Recorder no later than sixty days before the November 4, 2025 coordinated election, as provided by C.R.S. 1-5-203 and C.R.S. 31-2-210.

Docusign Envelope ID: FAA12410-1AD3-425C-A29D-F1DA333DC1BE

SECTION 6.

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 July 28, 2025.

Final adoption of Ordinance by City Council on August 11, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 8/13/2025 | 4:46 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

Docusign Envelope ID: 9CEF9AF6-6B69-48E3-9595-AAF92BDB3828

City Clerk's Office Item # R6

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 11, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE CONSTRUCTION ADMINISTRATION FOR THE EAST APRON (NORTH) REHABILITATION (PHASE 2 – CONSTRUCTION) PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance will approve a Professional Engineering Services Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Dibble and Associates Consulting Engineers, Inc., for the construction administration for the East Apron (North) Rehabilitation (Phase 2 – Construction) project.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10728, passed and approved on June 25, 2024, accepted CDOT Grant 24-PUB-01 providing design phase funding and establishing Project No. AP2401 - East Apron (N) Taxilane Rehab.

Ordinance No.10971, passed and approved on June 23, 2025, accepted CDOT Grant 25-PUB-01 providing construction phase funding and budgeting and appropriating funds to Project No. AP2401 - East Apron (N) Taxilane Rehab.

BACKGROUND:

The 2022 Airport Master Plan identified the need to rehab the east apron north of the GA t-hangars. This project is on the Capital Improvement Plan schedule for 2025, approved by both the FAA and CDOT for Entitlement Fund use. Dibble and Associates Consulting Engineers, Inc., is the Pueblo Memorial Airport's contracted engineering consultants and submitted a proposal for construction administration for the East Apron (North) Rehabilitation (Phase 2 – Construction).

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FINANCIAL IMPLICATIONS:

The total cost for construction administration is $174,979.78, 97.5% of which will be reimbursed through FAA and CDOT grants. Funding for the project has been approved in previous ordinances.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the Professional Engineering Services Agreement will not be approved, and the project will not occur.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Dibble_AP2401 AIP053 East Apron (North) Rehabilitation Final

Docusign Envelope ID: 9CEF9AF6-6B69-48E3-9595-AAF92BDB3828

ORDINANCE NO. 11012

AN ORDINANCE APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE CONSTRUCTION ADMINISTRATION FOR THE EAST APRON (NORTH) REHABILITATION (PHASE 2 – CONSTRUCTION) PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, Dibble & Associates as the Airport's contracted engineering consulting firm provided a proposal for construction administration services for the East Apron (North) Rehabilitation (Phase 2 – Construction) project; NOW, THEREFORE

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

SECTION 1.

The Agreement for Professional Engineering Services ("Professional Services Agreement"), a copy of which is attached hereto and made part hereof by reference, by and between the City of Pueblo, a Municipal Corporation, and Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, to provide engineering construction administration services for the East Apron (North) Rehabilitation (Phase 2 – Construction) project at Pueblo Memorial Airport, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Professional Services 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. Where authorized pursuant to §1-4-3, P.M.C., the Mayor may execute the Professional Services Agreement by electronic signature, and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 28, 2025.

Final adoption of Ordinance by City Council on August 11, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...

President of City Council

Docusign Envelope ID: 9CEF9AF6-6B69-48E3-9595-AAF92BDB3828

Action by the Mayor:

☒ Approved on 8/13/2025 | 4:46 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA402...

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____

President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...

City Clerk

STANDARD FORM OF
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT made and entered this 1st day of August, 2025 ("Effective Date") by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner"), and Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, doing business as Dibble Engineering, a professional engineering firm (hereinafter "Engineer"), for Engineer to render certain professional planning, design, engineering, construction administration, and related services for Owner in connection with Project No. AP2401, Project Name: East Apron (North) Rehabilitation, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL.

1.1 Engineer shall satisfactorily perform professional engineering services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

[ ] - Study and Report Phase

[ ] - Preliminary Design (Schematic) Phase

[ ] - Final Design Phase

[X] - Construction Documents & Bidding Phase

[X] - Construction Phase

Upon completion of any phase, Engineer shall not proceed with work on the next phase, if any, until authorized in writing by Owner to proceed therewith.

Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical engineering, environmental, and planning services. Engineer shall also provide any landscape engineering, surveying, and geotechnical services incident to its work on the Project.

1.2 In performing the professional services, Engineer shall complete the work items described generally in Appendix A – Scope of Services and the items identified in Section 2 of this Agreement which are applicable to each phase for which Engineer is to render professional services.

1.3 Professional engineering services (whether furnished directly or through a professional consultant subcontract) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to Owner and which shall be signed by and bear the seal of such registered engineer.

1.4 Surveying work included within or reasonably contemplated by this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.

1.5 Any architect services provided under this Agreement shall be performed under the direction and supervision of an architect licensed to practice architecture in the state of Colorado.

SECTION 2. ENGINEERING SERVICES.

2.1 Study and Report Phase. If Engineer is to provide professional services with respect to the Project during the Study and Report Phase, Engineer shall:

(a) Consult with Owner to determine his requirements for the Project and review available data.

(b) Advise Owner as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 2.2(c), and assist Owner in obtaining any such services.

(c) Provide special analyses of Owner's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

(d) Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.

(e) Provide general economic analysis of Owner's requirements applicable to various alternatives.

(f) Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to Owner, and setting forth Engineer's findings and recommendations with opinions of probable costs.

(g) Furnish two (2) copies of the Report and present and review it in person with Owner.

2.2 Preliminary Design (Schematic) Phase. If Engineer is to provide professional services with respect to the Project during the Preliminary Design Phase, Engineer shall:

(a) Consult with Owner and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study or Report on the Project.

(b) Prepare and submit to Owner preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.

(c) Prepare and submit to Owner a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.

(d) Provide written disclosure to Owner of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives, and make recommendations to Owner based thereon.

(e) Prepare and submit to Owner a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.

(f) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.3 Final Design Phase. If Engineer is to provide professional services with respect to the

Project during the Final Design Phase, Engineer shall:

(a) After consultation with the Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final Drawings showing the scope, extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirements therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority, including but not limited to any requirements of the Federal Aviation Administration. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. **Engineer shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.**

(b) Make reasonable revisions to the Drawings and Specifications requested by Owner, informing the Owner of any change in probable construction costs as a result of such revisions.

(c) Provide technical criteria, written descriptions and design data for Owner's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

(d) Based upon Engineer's best professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.

(e) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner.

2.4 Construction Documents & Bidding Phase. If Engineer is to provide professional services with respect to the Project during the Construction Documents & Bidding Phase, Engineer shall:

(a) Prepare and submit to Owner draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Engineer shall consider and incorporate, to the extent both advisable and feasible, owner's standard forms of agreement, warranty, payment and performance bonds, general conditions and selected specifications.

(b) After review and comment by Owner, prepare and submit all deliverables identified in Appendix A to this Agreement, final forms of contract agreement, general and special conditions, Drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify Drawings or Specifications or advise of changes. Two (2) copies of these final bid documents shall be furnished to Owner. Unless otherwise specified in Appendix A, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2018 or later version) format on electronic media.

(c) Make recommendations to Owner concerning the need for prequalification of equipment, vendors or bidders, and, if requested by Owner, incorporate prequalification requirements in final bid and construction contract documents.

(d) Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Engineer in writing to all plan holders.

(e) Consult with and make recommendations to Owner concerning: acceptability of

bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids and any other matter involved in consideration and review of bids and bidders upon which Owner may reasonably request Engineer's advice.

2.5 Construction Phase. If Engineer is to provide professional services with respect to the Project during the Construction Phase, after award by the Owner of a general contract or contracts for construction of the Project, Engineer shall:

(a) Perform all duties and functions to be performed by Engineer under the terms of the construction contract.

(b) Visit the Project site, perform observations as to the progress and quality of the work and advise the Owner as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Appendix A - Scope of Services concerning the level of observation shall determine Engineer's obligation concerning level of observation.

(c) Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.

(d) Promptly advise the Owner in writing of any omissions, substitutions, defects or deficiencies noted in the work of any contractor, subcontractor, supplier or vendor on the Project.

(e) Reject any work on the Project that does not conform to the contract documents.

(f) On request of the Owner, the construction contractor or any subcontractor on the Project, issue written interpretations as to the Drawings and Specifications and requirements of the construction work.

(g) Review shop drawings, samples, product data and other submittals of the contractor for conformance with the design concept of Project and compliance with the Drawings, Specifications and all other contract documents, and indicate to Contractor and Owner with respect thereto, any exceptions noted, or modification or resubmittals required.

(h) Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the Owner for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Engineer's representation to Owner that he has inspected the Project and that to the best of his knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the Drawings, Specifications and other contract documents.

(i) Subject to written concurrence by Owner, promptly render a written recommendation to Owner concerning all proposed substitutions of material and equipment.

(j) Draft, for Owner's consideration, and offer recommendations upon, all proposed change orders and contract modifications.

(k) On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the Owner any written guaranties, instructions manuals, as-built drawings, diagrams, and charts required by the contract documents, and issuing a certificate of final completion of the Project.

(l) The Engineer shall, if so provided in the construction contract, be the interpreter of

the construction documents and arbiter of claims and disputes thereunder. Upon written request of the Owner or Contractor, the Engineer shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes, and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Engineer shall be final and binding on the Contractor and Owner, unless the Director of Public Works of the Owner shall, within seven calendar days after receipt of the Engineer's interpretation or decision, file his written objections thereto with the Architect and Contractor.

2.6 Additional Responsibilities. This paragraph applies to all phases of Engineer's work.

(a) Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Engineer's work, including that performed by Engineer's consultants, and including designs, Drawings, Specifications, reports and other services, irrespective of Owner's approval or acquiescence in same. Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the work.

(b) Engineer shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner caused by Engineer's negligent act or omission; and Engineer hereby irrevocably waives and excuses Owner and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S., or similar statute.

(c) Engineer's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.

(d) Engineer shall be completely responsible for the safety of Engineer's employees, subcontractors, and consultants in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, subcontractors, and consultants and shall hold harmless and indemnify and defend Owner from any and all claims, suits, loss or injury to Engineer's employees, subcontractors, and consultants.

(e) Engineer acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the Owner has a substantial interest in the personnel and consultants to whom Engineer assigns principal responsibility for services performed under this Agreement. Consequently, Engineer represents that Engineer has selected and intends to employ or assign the key personnel and consultants identified in Appendix C - "Identification of Personnel, Subcontractors and Task Responsibility," attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, Owner shall have the right to object in writing to employment on the Project of any such key person, consultant or assignment of principal responsibility, in which case Engineer will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Engineer shall not assign or reassign Project work to any person to whom Owner has reasonable objection.

Within five (5) days of execution of this Agreement, Engineer shall designate in writing a Project representative who shall have complete authority to bind Engineer, and to whom Owner should address communications.

(f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Engineer shall submit to Owner for approval a schedule showing the order in which Engineer proposes to accomplish his work, with dates on which he will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay Owner's time table for achievement of interim tasks and final completion of Project work, provided however,

the Engineer will not be responsible for delays beyond his control.

(g) Before undertaking any work which Engineer considers beyond or in addition to the scope of work and services which Engineer has contractually agreed to perform under the terms of this Agreement, Engineer shall advise Owner in writing (i) that Engineer considers the work beyond the scope of this Agreement, (ii) the reasons the Engineer believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Engineer shall not proceed with such out of scope or additional work until authorized in writing by Owner. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Engineer shall be compensated for his direct costs and professional time at the rates set forth in Appendix B - "Fee Schedule".

2.7 Requirements Where Federal Assistance Provided.

(a) Engineer understands that Owner will be funding the Project in part or in whole by grants or loans from the Department of Transportation, Federal Aviation Administration (the "Federal Agency"). Engineer agrees it is subject to and shall comply with all applicable grant or loan conditions and the regulations of the Federal Agency which apply to the work under this Agreement, whether referenced in Appendix A or not. All applicable loan or grant conditions and regulations of the Federal Agency are incorporated into this Agreement by reference.

(b) Owner shall pay Engineer for work completed in accordance with the terms of this Agreement. Engineer understands and accepts that Owner is seeking reimbursement for the Project through applicable Federal loans or grants. Should the applicable Federal Agency indicate that loans or grants shall not be granted or approved by the Agency, performance under this Agreement shall be placed on hold until such time as the funds are granted and approved, except that no such extension shall continue past the expiration of the initial term of the master agreement approved through City of Pueblo Resolution No. 13785. Should Owner determine in its sole discretion that grant or approval of the required funds is impossible or unlikely, this Agreement shall terminate immediately upon notice from Owner and Owner shall not be liable for any cost or fee under this Agreement.

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

(a) Designate a representative to whom all communications from Engineer shall be directed and who shall have limited administrative authority on behalf of Owner to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind Owner as to matters of legislative or fiscal policy.

(b) Advise Engineer of Owner's Project requirements including: objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

(c) Provide Engineer with available information pertinent to the Project including any previous reports, studies, or data possessed by Owner which relates to design or construction of the Project.

(d) Assist in arranging for Engineer to have access to enter private and public property as required for Engineer to perform his services.

(e) Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer, and render written decisions pertaining thereto within a reasonable time. The Owner's approval of Drawings, design, Specifications, reports, and incidental engineering work

or materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the professional adequacy of his work. The Owner's review, approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(f) Upon advice of the necessity to do so from Engineer, obtain required approvals and permits for the Project. The Engineer shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

(g) Notify Engineer whenever Owner becomes aware of any substantial development or occurrence which materially affects the scope or timing of Engineer's services.

(h) Owner shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of Owner's internal organization and requirements, a period of fourteen (14) days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of forty-five (45) days shall be presumed reasonable for Owner to act with respect to any matter involving policy or significant financial impact.

SECTION 4. TIME FOR PERFORMANCE.

Engineer's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Appendix A - Scope of Services and Sections 1 and 2 of this Agreement.

SECTION 5. PAYMENT.

5.1 Owner will pay to Engineer as full compensation for all services required to be performed by Engineer under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $174,979.78 in the aggregate and computed in accordance with this Section. In the event compensation for services is set forth in Appendix B as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Appendix B for such phase, and together shall not exceed the maximum aggregate set forth herein.

5.2 Engineer shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted with appropriate documentation that such services have been performed and expenses incurred. Thereafter, Owner shall pay Engineer for the amount of the application within forty (40) days of the date of billing, provided that sufficient documentation has been furnished, and further provided that Owner will not be required to pay more than 90% of the maximum amount unless the Engineer's services on the Project phases for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Engineer submittals have been provided.

5.3 The rates of compensation for service and for reimbursable expenses to be used with periodic and final payment applications shall be those set forth in Appendix B – “Fee Schedule.”

5.4 No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time, or similar expenses unless otherwise provided and listed in Appendix B - "Fee Schedule."

5.5 No compensation shall be paid to Engineer for services required and expenditures incurred in correcting Engineer's mistakes or negligence.

5.6 Compensation for authorized work beyond the scope of this Agreement shall be governed by Paragraph 2.6(g).

Section 6. Term and Termination

6.1 Term. The term of this Agreement begins on the Effective Date and ends on December 31, 2025, unless sooner terminated in accordance with this Agreement. City reserves the right to extend the term of this Agreement in one-year increments by written acceptance of both parties.

6.2 Fund Appropriation. This agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this agreement, with respect to any financial obligation of City which may arise under this agreement in any fiscal year after the current year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this agreement. The termination of this Agreement due to lack of funding shall be without penalty to the City.

6.3 Owner reserves the right to terminate this Agreement and Engineer's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Engineer and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Owner all data, drawings, specifications, reports, plans, calculations, summaries, and all other information, documents, work product, and materials as Engineer may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.4 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer shall be paid at the rates specified in Appendix B for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within ten (10) days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Engineer or Owner. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 5.1.

6.5 In the event termination of this Agreement or Engineer's services is for breach of this Agreement by Engineer, or for other fault of Engineer including but not limited to any failure to timely proceed with work, or to pay its employees, engineers, and subcontractors, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Owner's Project Representative, then in that event, Engineer's entire right to compensation shall be chosen by Owner and limited to the lesser of (a) the reasonable value of completed work to Owner or (b) payment at the rates specified in Appendix B for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

6.6 Engineer's professional responsibility for its completed work and services shall survive any termination.

SECTION 7. GENERAL PROVISIONS.

7.1 (a) Ownership of Documents. All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Engineer in the performance of this Agreement shall be the sole property of the Owner and the Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Engineer agrees that the Owner shall have access at all reasonable times to inspect and make copies of all notes, designs,

drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement.

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

7.2 Insurance and Indemnity.

(a) Engineer agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of its employees or of any person other than his employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b).

(b) The minimum insurance coverage which Engineer shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed.

(ii) Comprehensive General and Automobile Liability Insurance with limits not less than One Million Dollars ($1,000,000.00) per person and occurrence for personal injury, including but not limited to death and bodily injury, One Million Dollars ($1,000,000.00) per occurrence for property damage, and One Million and No/100 Dollars ($1,000,000.00) for excess umbrella liability.

(iii) Professional Liability Insurance in amounts and form acceptable to Owner, and with a deductible not exceeding $50,000.00.

(c) Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to third parties, arising out of negligent acts, errors, or omissions of Engineer, its employees, subcontractors and consultants. Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to subcontractors and consultants, arising out of negligent acts, errors or omissions of Engineer and its employees, including claims of nonpayment. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

7.3 Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Engineer by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the Owner, Attention: Greg Pedroza, Director of Aviation, Pueblo Memorial Airport, 31201 Bryan Circle, Pueblo, Colorado, or to the Engineer at 3020 East Camelback Road Suite 201 Phoenix, AZ 85016. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.4 Entire Agreement. This instrument contains the entire agreement between the Owner and

the Engineer respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Engineer in relation thereto not expressly set forth in this instrument is null and void. In the event of any conflict between any provision of this Agreement and a provision of any Appendix or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Appendix or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.5 Successors and Assigns. This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Engineer may be assigned by him without the written consent of the Owner.

7.6 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representative of Engineer and Owner.

7.7 Choice of Law and Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

7.8 Equal Employment Opportunity. In connection with the performance of this Agreement, Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Engineer shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.9 Severability. If any provision of this Agreement, except for Section 2.7, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2.7 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.10 Appropriations. Subject to the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if construction is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Engineer shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

7.11 Additional Requirements on Federally Funded Contracts. If any of the work to be performed by Engineer under this Agreement is funded in whole or in part with federal funds, then this Agreement shall be construed to include all applicable terms required by the federal assistance agreement and integrated federal regulations. By executing this Agreement, Engineer agrees to be bound by all such mandatory federal requirements, irrespective of Engineer's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

7.12 Access to Property Not Under Owner's Control. Engineer acknowledges that the Project may require access to property not under the control of Owner at the time of execution of this Agreement. Engineer and Engineer's employees and consultants shall, at Engineer's expense, obtain all additional necessary approvals and clearances required for access to such property. Owner shall assist Engineer in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Engineer understands and agrees that entry to properties not under

Owner's control may require Engineer to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

SECTION 8. DISPUTES.

8.1 Any dispute or disagreement between Engineer and Owner arising from or relating to this Agreement or Engineer's services or right to payment hereunder shall be determined and decided by the Owner's Director of Aviation whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction pursuant to Rule 106, C.R.C.P.

8.2 Pending resolution of any dispute or disagreement, or judicial review, Engineer shall proceed diligently with performance of his work under this Agreement.

SECTION 9. APPENDICES.

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

Appendix A - "Scope of Services" consisting of _5_ pages.

Appendix B - "Fee Schedule" consisting of _1_ page.

Appendix C - "Identification of Personnel, Subcontractors and Task Responsibility" Consisting of _1_ page.

SECTION 10. ACCESSIBILITY.

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

SECTION 11. PERA LIABILITY

The Engineer shall reimburse the Owner for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for Owner under this Agreement. Engineer has submitted to Owner a completed form listing any PERA retirees employed by Engineer and shall update said form with Owner at any time a PERA retiree is hired by Engineer.

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

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

By:_____
Heather Graham, Mayor

Attest:_____
City Clerk

[S E A L]

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

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC.

Name: Jared Bass, P.E.
By: _____
Title: Vice President - Group Leader

Docusign Envelope ID: C9DBA25B-AC20-4CCB-9ACC-461F4F0DD9C6

City Clerk's Office Item # R7

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 11, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Planning Director

SUBJECT: AN ORDINANCE BUDGETING AND APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF $96,000 FOR THE PUEBLO AFFORDABLE HOUSING PROCEDURES UPDATE, PROJECT NO. PL2402, APPROVING AN INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS, GRANT NO. LPC-24-055, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance budgets and appropriates additional funds in the amount of $96,000 from a grant received from the State of Colorado Department of Local Affairs (LPC-24-055), for the Pueblo Affordable Housing Procedures Updates, Project No. PL2402, Project No. PL2402, approves the intergovernmental grant agreement between the City of Pueblo and the Colorado Department of Local Affairs, and authorizes the Mayor to sign the grant agreement on behalf of the City.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10862 establishing the Pueblo Affordable Housing Procedures Updates, Project No. PL2402 was approved on December 23, 2024. The Ordinance budgeted and appropriated $24,000 in matching funds for the Project.

BACKGROUND:

The approval of the grant funds from DOLA will be used for the implementation of land use development code amendments that seek to expedite the review and approval of affordable housing project; enact a process that will streamline affordable housing and improve inter-agency collaboration; purchasing, implementing or upgrading software or IT solutions; advancing planning efforts to identify properties for potential development of future affordable housing; and establishing a process for tracking and documenting of Proposition 123-related commitments for fast track compliance of affordable housing

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project applications and building permits. The City will engage a consultant to work with City staff to develop these processes and procedures.

FINANCIAL IMPLICATIONS:

The Project budget, PL2402 will be funded through the following sources:

Colorado Department of Local Affairs	$96,000
City of Pueblo (previously budgeted and appropriated, Ord. 10862)	$24,000
Total	$100,000

This Project will require staff time for grant management and oversight of the improvements.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

It is anticipated that a public engagement process will be completed with affordable housing developers, architects, engineers, and funding entities to provide their feedback and suggestions on ways to develop a fast-track process for reviewing affordable housing development plans, and the issuance of building permits.

ALTERNATIVES:

If the funding and Grant Agreement are not approved, the Project will not move forward.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Award Letter & Executed Grant Agreement

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ORDINANCE NO. 11013

AN ORDINANCE BUDGETING AND APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF $96,000 FOR THE PUEBLO AFFORDABLE HOUSING PROCEDURES UPDATE, PROJECT NO. PL2402, APPROVING AN INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS, GRANT NO. LPC-24-055, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the State of Colorado Department of Local Affairs (DOLA) has offered funds through Grant Award #LPC-24-055; NOW THEREFORE,

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

SECTION 1.

Additional funds in the amount of $96,000 are hereby budgeted and appropriated for the Pueblo Affordable Housing Procedures Update, Project No. PL2402.

SECTION 2.

The Intergovernmental Grant Agreement between the City of Pueblo, a Colorado Municipal Corporation, and DOLA related to Grant Award #LPC-24-055 (hereinafter referred to as the “IGA”), a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

The Mayor is authorized to execute and deliver the IGA in the name of the City and the City Clerk is directed to affix the seal of the City.

SECTION 4.

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

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SECTION 5.

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 July 28, 2025.

Final adoption of Ordinance by City Council on August 11, 2025.

DocuSigned by:
Mark Alliff
B7A4F51823AB402...
President of City Council

Action by the Mayor:

☒ Approved on 8/13/2025 | 4:47 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

COLORADO
Department of Local Affairs
Division of Local Government

October 25, 2024

The Honorable Heather Graham, Mayor
City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

RE: LPC Grant Award #24-055 Pueblo - Affordable Housing Procedure Updates

Dear Mayor Heather Graham:

Congratulations! After thorough review, I am excited to offer a Local Planning Capacity grant award in the amount of $96,000 to support the City of Pueblo's project "Affordable Housing Procedure Updates."

This grant program was established by Proposition 123, the State Affordable Housing Fund and is one of several new funding programs available through the Department of Local Affairs (DOLA).

The program supports local government efforts to implement systems that fast track or expedite the development review process for affordable housing and can also support local government capacity to achieve local affordable housing goals and maintain eligibility for Proposition 123 funding.

Your project was reviewed based on a variety of factors including readiness, impact on housing, support from local leadership, and local context. DOLA Program staff are available at any point for assistance as needed with your project. We support your efforts and are excited to share your results with other local governments, the Governor's Office, and the legislature.

Please contact the LPC Program Manager, Robyn DiFalco, robyn.difalco@state.co.us, for additional information on how to proceed with contracting. Please refrain from spending grant funds until a grant agreement is fully executed. Activities that occur prior to grant execution cannot be reimbursed.

I wish you success with your project. Thank you for advancing efforts to build more attainable and affordable housing across the state.

Sincerely,

Maria De Cambra
Executive Director

cc: Nick Hinrichsen, State Senator
Tisha Mauro, State Representative
Scott Hobson, Director of Planning & Community Development
Tara Marshall, DLG Regional Manager

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State of Colorado Intergovernmental Grant Agreement
SUMMARY OF TERMS AND CONDITIONS

State Agency Department of Local Affairs (DOLA)	**DLG Portal Number** LPC-24-055	**CMS Number** 195418
Grantee City of Pueblo	**Grant Award Amount** $96,000.00	**Retainage Amount** $4,800.00
Project Number and Name LPC 24-055 - Pueblo - Affordable Housing Procedure Updates	**Performance Start Date** The later of the Effective Date or November 14, 2024	**Grant Expiration Date** January 31, 2027
Project Description The Project consists of amending the City of Pueblo's land use codes and comprehensive plan to incentivize affordable housing development, implementing process improvements to expedite the development review process for affordable housing projects, and generally advancing affordable housing goals in Pueblo, Colorado.	**Program Name** Local Planning Capacity Grant Program (LPC) **Funding Source** STATE FUNDS **Catalog of Federal Domestic Assistance (CFDA) Number** N/A	
DOLA Program Manager Robyn DiFalco, (720) 682-5202, (robyn.difalco@state.co.us)	**Funding Account Codes** CTGG1 NLAA 202500003204	
DOLA Program Assistant Jessica Rupe, (720) 557-4902, (jessica.rupe@state.co.us)	**VCUST#** **14170**	**Address Code** **AD001** **EFT**

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

DEPARTMENT OF LOCAL AFFAIRS
PROGRAM REVIEWER

Signed by:
Robyn DiFalco
8E76B6B1F00D49E...

By: Robyn DiFalco, LPC Program Manager

Date: 11/25/2024 | 3:00 PM MST

STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF LOCAL AFFAIRS
Maria De Cambra, Executive Director

DocuSigned by:
David Bowman
517DE74958A8428...

By: Maria De Cambra, Executive Director

Date: 11/27/2024 | 7:08 AM MST

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Beulah Messick - DOLA
090ACD88A721474...

By: Beulah Messick, Controller Delegate
Department of Local Affairs

Effective Date: 11/27/2024 | 7:44 PM MST

Docusign Envelope ID: 46807030-B548-4D5A-B493-E56F463B9C7A

TERMS AND CONDITIONS

1. GRANT

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

2. TERM

A. Initial Grant Term and Extension

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

B. Early Termination in the Public Interest

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

C. *Reserved.*

3. AUTHORITY

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

A. *Reserved.*

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B. State Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. Section 29-32-103(1) *et. seq.* (Affordable Housing Support Fund) and a sufficient unencumbered balance hereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. This Intergovernmental Grant Agreement is funded, in whole or in part, with State funds.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

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

C. *Reserved*.

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

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

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

G. "**Grant Expiration Date**" means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

H. "**Performance Start Date**" means the later of the Performance Start Date or the Effective Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

I. "**Exhibits**" means the following exhibits attached to this Intergovernmental Grant Agreement:

i. **Exhibit B**, Scope of Project

ii. **Exhibit G**, Form of Option Letter

J. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an amendment, or an Option Letter.

K. *Reserved*.

L. *Reserved*.

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

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

O. "**Initial Term**" means the time period between the Performance Start Date and the initial Grant Expiration Date.

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

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

R. *Reserved.*

S. *Reserved.*

T. *Reserved.*

U. *Reserved.*

V. "**Services**" means the services performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services rendered by Grantee in connection with the Goods.

W. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

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

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

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

AA. *Reserved.*

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

CC. *Reserved.*

DD. *Reserved.*

EE. *Reserved.*

FF. "**Work**" means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

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

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

5. PURPOSE

The purpose of the Local Planning Capacity Grant Program is to increase the capacity of local government planning departments responsible for processing land use, permitting, and zoning applications for affordable housing projects. The purpose of this Grant is described in **Exhibit B**.

6. SCOPE OF PROJECT

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

7. PAYMENTS TO GRANTEE

A. Maximum Amount

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

i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.

ii. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.

iii. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

B. *Reserved*.

C. Matching Funds.

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

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D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Budget in **Exhibit B**. The State shall only reimburse allowable costs if those costs are: **(a)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(b)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

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

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

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to de-obligation by the State.

F. Erroneous Payments

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

8. REPORTING – NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out period described in **§7.E**.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

9. GRANTEE RECORDS

A. Maintenance and Inspection

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

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

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Audits

Grantee shall comply with all State and federal audit requirements.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

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Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

E. Safeguarding Personally Identifiable Information (PII)

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

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain

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from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

12. INSURANCE

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

13. REMEDIES

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

14. DISPUTE RESOLUTION

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

15. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§15**.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

17. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or

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condition of this Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

18. GENERAL PROVISIONS

A. Assignment

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

B. Captions and References

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

C. Entire Understanding

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

D. Modification

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

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

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

F. Digital Signatures

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

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G. Order of Precedence

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

i. Colorado Special Provisions in **§19** of the main body of this Grant;

ii. Any executed Option Letter and Amendment;

iii. The provisions of this Intergovernmental Grant Agreement; and

iv. The provisions of any exhibits to this Intergovernmental Grant Agreement.

H. Severability

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

I. Survival of Certain Intergovernmental Grant Agreement Terms

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

J. Third Party Beneficiaries

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

K. Waiver

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

L. Accessibility

i. Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended.

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

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

M. *Reserved*.

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

A. STATUTORY APPROVAL. §24-30-202(1) C.R.S.

This Intergovernmental Grant Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Intergovernmental Grant Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Intergovernmental Grant Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Intergovernmental Grant Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

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F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Intergovernmental Grant Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

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EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Local Planning Capacity. The purpose of the Local Planning Capacity (LPC) grant program is to provide funding to local governments to increase the capacity of their planning departments responsible for processing land use, permitting, and zoning applications for housing projects. "Fast Track" or expedited review of affordable housing projects is a top priority to increase the number of units built. Grant Funds may be used to support new staff wages, hiring consultants, implementing new systems and technologies, revising land use development codes, regional collaborations, and tracking, documentation of Prop 123 goals, and and other planning efforts that generally advance affordable housing goals.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of amending the City of Pueblo's land use codes and comprehensive plan to incentivize affordable housing development, implementing process improvements to expedite the development review process for affordable housing projects, and generally advancing affordable housing goals in Pueblo, Colorado.

2.2. Work Description. The City of Pueblo (Grantee) will hire qualified consultants to facilitate updates to policies and procedures that incentivize or reduce barriers to affordable housing. Work includes: 1) adoption/implementation of amendments to the Grantee's land use codes and comprehensive plan; 2) process improvements to streamline the development review process including exploration of software solutions for tracking and expedited review; and 3) tracking/documentation of Prop 123 efforts such as local government commitments and fast track compliance. Grantee will conduct a robust community engagement process that ensures participation by all key stakeholders, especially underrepresented voices, and residents or local workers who are considered housing cost-burdened. Grantee will complete quarterly performance metric reporting in a form provided by DOLA.

Additionally, at Project Closeout, a Final Informal Memo will be submitted that identifies the following: 1) description of the Grantee's approach to expedited review of affordable housing; 2) the outcome of that effort, including whether new policies were formally adopted and an assessment how effectively this approach has been at reducing the amount of time required for review; 3) any other project outcomes that impacted the Grantee's Prop 123-related goals; 4) description of community engagement efforts; 5) the number of affordable housing units that were either permitted or preserved during the grant period; 6) the degree to which this grant has had a transformative impact on Grantee's affordable housing efforts; and 7) any lessons learned. Grantee will own all resulting documents.

2.2.1. A contract for consultant services shall be awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

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

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

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

2.5. Eligible Expenses. Eligible expenses shall include: consultant fees, RFP/bid advertisements, and attorney's fees.

2.5.1. Direct costs are those that are identified as program-specific allowable costs of implementing the grant program objective.

2.5.2. Ineligible Expenses. Ineligible expenses shall include, but are not limited to,: job posting or recruitment costs, indirect overhead or general operating costs, housing construction, pre-

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development costs, lobbying, food, drink, or entertainment costs. Grant Funds may not be used to cover legal costs to defend.

3. DEFINITIONS

3.1. Project Budget Lines.

3.1.1. "Consultant Services" means consultant fees, RFP/bid advertisements, and attorney's fees.

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

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is submission of any Grant-related reports or work product funded by this award, documentation from community engagement outcomes, implementation of a system to expedite the development review process for affordable housing projects, and efforts to achieve Proposition 123 requirements in Pueblo, Colorado. In addition, a Final Informal Memo will be submitted to DOLA as a Final Report.

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

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

Milestone/Performance Measure/Grantee will:	**By:**
Provide DOLA with baseline data on pre-grant estimated development review time for affordable housing projects. DOLA will provide the template.	Within 30 days after the Effective Date of this Intergovernmental Grant Agreement.
Begin procurement process or Contractor mobilization.	Within 90 days after the Effective Date of this Intergovernmental Grant Agreement.
Provide DOLA with a copy of Grantee's Consultant Agreement or its Scope of Work.	Within 14 days after the Effective Date of the subcontract(s).
Documentation of new policy adoption, and/or efforts to explore, adopt, or implement policies that expedite review of affordable housing.	Within 30 days after the Policy adoption.
Submit draft policy documents and/or expedited review policy language to DOLA for courtesy review.	30 days prior to a scheduled public hearing.
Submit Quarterly Pay Requests	**See §4.5.2 below**
Submit Quarterly Status Reports	**See §4.5.2 below**
Submit Project Final Report	May 01, 2027

4.4. Budget Line Adjustments.

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

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

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

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

4.5.2. Specific submittal dates.

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

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

4.6. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

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

5.2. Other Key Personnel. **Flint Timmins, Grants Analyst, (ftimmins@pueblo.us).** Such key personnel shall be updated through the process in **§5.3**.

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

5.4. DLG Program Manager: **Robyn DiFalco, (720) 682-5202, (robyn.difalco@state.co.us)**.

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5.5. DLG Program Assistant: **Jessica Rupe, (720) 557-4902, (jessica.rupe@state.co.us)**.

6. FUNDING

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

6.1. Matching/Other Funds. Grantee shall provide **at least 20%** of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of **§6.2** below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or **Exhibit B**.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Consultant Services	$120,000	$96,000	$24,000	Grantee
	Total	**$120,000**	**$96,000**	**$24,000**	

7. PAYMENT

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

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

Payment	Amount	
Interim Payment(s)	$91,200	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	$4,800	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	**$96,000**	

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

8. ADMINISTRATIVE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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OPTION LETTER #Insert # Here

SIGNATURE AND COVER PAGE

State Agency Department of Local Affairs (DOLA)	**DLG Portal Number** Insert DLG Portal number for this Project	**Option Letter CMS Number** Insert CMS number for this Amendment
Grantee **Insert Grantee's Full Legal Name**	**Previous CMS #(s)** Insert CMS number for orig Agreement, and any prior chg docs	
Project Number and Name Insert DOLA's project number and name	**Grant Amount** Initial Award: $Insert orig award amt Option Letter ## and date effective/spendable: $0.00 Option Letter ## and date effective/spendable: $0.00 **Total Grant Amount: $Insert total award to date**	
DOLA Program Manager Robyn DiFalco, (720) 682-5202, (robyn.difalco@state.co.us)		
DOLA Program Assistant Jessica Rupe, (720) 557-4902, (jessica.rupe@state.co.us)		
Funding Account Codes Enter CTGG1 number	**Program Name** Local Planning Capacity Grant Program (Acctg Dropdwn LPC)	
Prior Grant Agreement Expiration Date Month Day, Year	**Current Grant Agreement Expiration Date** Month Day, Year	

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

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

STATE OF COLORADO
Jared S. Polis GOVERNOR
Colorado Department of Local Affairs

By: _____

Maria De Cambra, Executive Director

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Beulah Messick, DOLA Controller Delegate

Effective Date: _____

SAMPLE

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

☐ a. Option to extend *(use this option for Extension of Time)*

☐ b. Change in the Grant Award Amount within the current term *(use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)*

☐ c. Budget Line Adjustment(s) – reallocation of awarded Grant Funds to Budget Line(s) *(use this Option to redistribute existing Grant Funds between budget lines)*

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

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

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

Quarter	**Year**	**Due Date**	**Pay Request**	**Status Report**
1st (Jan-Mar)	**2025**	**April 30, 2025**	**Yes**	**Yes**
2nd (Apr-Jun)	**2025**	**JULY 15, 2025***	**Yes**	**Yes**
3rd (Jul-Sep)	**2025**	**October 30, 2025**	**Yes**	**Yes**
4th (Oct-Dec)	**2025**	**January 30, 2026**	**Yes**	**Yes**
1st (Jan-Mar)	**2026**	**April 30, 2026**	**Yes**	**Yes**
2nd (Apr-Jun)	**2026**	**JULY 15, 2026***	**Yes**	**Yes**
3rd (Jul-Sep)	**2026**	**October 30, 2026**	**Yes**	**Yes**
4th (Oct-Dec)	**2026**	**January 30, 2027**	**Yes**	**Yes**
1st (Jan-Mar)	**2027**	**April 30, 2027**	**Yes**	**Yes**
2nd (Apr-Jun)	**2027**	**JULY 15, 2027***	**Yes**	**Yes**
3rd (Jul-Sep)	**2027**	**October 30, 2027**	**Yes**	**Yes**
4th (Oct-Dec)	**2027**	**January 30, 2028**	**Yes**	**Yes**

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

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

Budget Line(s)				

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

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

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

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

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

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SAMPLE

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City Clerk's Office Item # R8

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: August 11, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Melissa Cook, Director Department of Housing & Citizen Services

SUBJECT: AN ORDINANCE APPROVING AN AFFORDABLE HOUSING DEVELOPMENT AGREEMENT AND RELATED DOCUMENTS BETWEEN COMPASS POINTE, LP, A COLORADO LIMITED PARTNERSHIP, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves the City of Pueblo's Affordable Housing Development Agreement with Compass Pointe, LP, for the development of a one hundred ninety-two (192) unit affordable housing rental project known as Compass Pointe Apartments. The City of Pueblo is providing $750,000.00 in HOME Investment Partnership funding to assist with the development of this affordable housing development.

PREVIOUS COUNCIL ACTION:

On April 28, 2025, Council voted to approve a partial fee waiver for this development, an amount not to exceed $250,000.00.

BACKGROUND:

In May 2025, the Division of Housing and Citizen Services issued a Notice of Funding Availability (NOFA) for the HOME Program. The Division received an application for a 192-unit rental project to be known as Compass Pointe Apartment. HOME funds will assist three (3) of the units. The Project will serve households at 30-80% of the area median income (AMI).

Project costs are approximately $74.2 million, and are being funded through multiple sources:

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Source	Amount
Cedar Rapids (Bonds)	$21,800,000.00
Kittle Property Group Sponsor Note	$4,300,000.00
City of Pueblo HOME	$750,000.00
4% Federal Tax Credit Equity	$29,568,295.00
State Affordable Housing Tax Credit Proceeds	$8,530,294.00
City of Pueblo Waived Permit Fees	$250,000.00
Interim Income	$960,000.00
Deferred Developer Fee	$6,011,533.00
DOH CHIF Loan	$2,000,000.00
Total	$74,170,122.00

FINANCIAL IMPLICATIONS:

The City HOME contribution is available in the 251 Fund, and is comprised of HOME grant funds, program income, and City match contributions.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this HOME Loan is not made, the Affordable Housing Project will have to identify additional funding or fail.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. US Bank Subordination Agreement
2. US Bank Swap Subordination Agreement
3. Cedar Rapids Subordination Agreement
4. Authority to Use Grant Funds - Compass Pointe
5. Compass Point Development Agreement
6. Deed of Trust - Compass Pointe
7. Promissory Note

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ORDINANCE NO. 11014

AN ORDINANCE APPROVING AN AFFORDABLE HOUSING DEVELOPMENT AGREEMENT AND RELATED DOCUMENTS BETWEEN COMPASS POINTE, LP, A COLORADO LIMITED PARTNERSHIP, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, there exists a need for affordable housing in the City of Pueblo; and

WHEREAS, the City of Pueblo receives HOME Investment Partnership Grant funds from the U.S. Department of Housing and Urban Development for the creation and retention of affordable housing; NOW, THEREFORE,

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

SECTION 1.

The City of Pueblo Affordable Housing Development Agreement between Compass Pointe, LP, a Colorado limited partnership and the City of Pueblo, a Colorado Municipal Corporation, (the "Agreement") for the development of affordable housing, and the associated documents, specifically the promissory note, deed of trust, and subordination agreements, (the "Documents") copies of which are attached hereto and incorporated herein, having been approved as to form by the City Attorney, are hereby approved.

SECTION 2.

The $750,000.00 in loan funds are available in Fund 251 and will be dedicated to this Agreement and the associated project.

SECTION 3.

The Mayor is hereby authorized to execute the Agreement and the associated Documents as needed and upon closing of the transaction in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement and Documents by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 4.

The Mayor is hereby authorized to execute the construction and permanent financing subordinations to Cedar Rapids Bank and Trust Company and U.S. Bank National Association, when requested and in the name and on behalf of the City of Pueblo, where the Mayor may execute the subordinations by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

Docusign Envelope ID: B6E50E09-7FC6-440B-9C3F-0F5241347671

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 28, 2025.

Final adoption of Ordinance by City Council on August 11, 2025.

DocuSigned by:
Mark Cliff
B7A4E51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 8/13/2025 | 4:51 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Docusign Envelope ID: B6E50E09-7FC6-440B-9C3F-0F5241347671

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
_____
City Clerk

RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:

Davis Wright Tremaine LLP
350 S. Grand Avenue, 27th Floor
Los Angeles, California 90071
Attention: Nancy B. Clapp, Esq.

(SPACE ABOVE FOR RECORDER'S USE)

SUBORDINATION AGREEMENT
(City of Pueblo)

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN CERTAIN INTERESTS IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT (this "**Agreement**") is made as of _____, 2025, by and among **COMPASS POINTE, LP**, a Colorado limited partnership ("**Borrower**"), the **CITY OF PUEBLO**, a municipal corporation ("**Junior Lienholder**"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as bondowner representative for the Holders (as hereinafter defined) (in such capacity, "**Bondowner Representative**"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association ("**U.S. Bank**"), in its capacity as administrative agent for the Conventional Lenders (as hereinafter defined) under the Conventional Loan Agreement (as hereinafter defined) (in such capacity, "**Administrative Agent**"; and together with Bondowner Representative, "**Senior Lienholder**").

RECITALS

A. Borrower owns and intends to construct a 192-unit affordable housing apartment project in Pueblo County, Colorado (the "**Project**") located on that certain real property more particularly described on **Exhibit "A"** hereto (the "**Property**").

B. Borrower has applied to the Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado ("**Issuer**"), for a loan (the "**Bond Loan**") in the aggregate maximum principal amount of $_____, for the purpose of financing a portion of the costs of the acquisition and construction of the Project.

C. Issuer, in order to raise sufficient funds to make the Bond Loan to Borrower, has issued, or will issue, its $_____ Multifamily Housing Revenue Bond (Compass Pointe Apartments Project) Series 2025A (the "**Series A Bond**") and its $_____ Multifamily Housing Revenue Bond (Compass Pointe Apartments Project) Series 2025B (the "**Series B Bond**", and together with the Series A Bond, the "**Bonds**"). The Bonds are being issued pursuant to that certain Financing Agreement dated as of July 1, 2025 (the "**Financing Agreement**"), by and among Issuer, Borrower, U.S. Bank, in its capacity as Bondowner Representative and the holder of the Series A Bond (in such capacity, "**Series A Holder**"), and Cedar Rapids Bank and Trust Company, an Iowa state-chartered banking corporation ("**CRBT**"), in its capacity as holder of the Series B Bond ("**Series B Holder**", and together with the Series A Holder, the "**Holders**").

D. As additional financing for the Project, Borrower has applied to U.S. Bank and CRBT (each, a "**Conventional Lender**", and collectively, "**Conventional Lenders**"), for a conventional

construction loan (the "**Conventional Loan**"; and together with the Bond Loan, the "**Loans**") in the amount of $_____. The Conventional Loan is being made pursuant to that certain Conventional Loan Agreement dated as of even date herewith (the "**Conventional Loan Agreement**"), by and among Borrower, Conventional Lenders, and U.S. Bank, as administrative agent, sole lead arranger and sole bookrunner.

E. The Bond Loan is evidenced by that certain Bond Purchase and Construction Loan Agreement dated as of the date hereof (as the same from time to time be amended, modified, extended, renewed or restated, the "**Loan Agreement**"), by and among Borrower, Holders, and U.S. Bank, as bondowner representative, sole lead arranger and sole bookrunner.

F. Borrower's obligation to repay the Bond Loan is further evidenced by (1) that certain Promissory Note (Series A) dated as of even date herewith (the "**Series A Note**"), executed by the Borrower to the order of Issuer in the face principal amount of $_____ and (2) that certain Promissory Note (Series B) dated as of even date herewith (the "**Series B Note**", and together with the Series A Note, the "**Bond Notes**"), executed by the Borrower to the order of Issuer in the face principal amount of $_____. Borrower's obligation to repay the Conventional Loan is evidenced by (1) that certain Promissory Note (Tranche A) dated as of even date herewith (the "**Tranche A Note**"), executed by Borrower to the order of U.S. Bank, in its capacity as a Lender under the Conventional Loan Agreement, in the face principal amount of $_____ and (2) that certain Promissory Note (Tranche B) dated as of even date herewith (the "**Tranche B Note**", and together with the Bond Notes and the Tranche A Note, the "**Notes**"), executed by Borrower to the order of CRBT, in its capacity as a Lender under the Conventional Loan Agreement, in the face principal amount of $_____.

G. Each of the documents listed on **Exhibit "B"** together with all other documents and materials entered into with Junior Lienholder with respect to the Property shall be referred to collectively as the "**Junior Obligation Documents**".

H. As used herein, the term "**Junior Obligations**" means any and all indebtedness, claims, debts, liabilities or other obligations from Borrower to Junior Lienholder under the Junior Obligation Documents, together with all costs and expenses, including attorneys' fees, of collection thereof, whether the same accrues or is incurred before or after the commencement of any bankruptcy case by or against Borrower.

I. Borrower's obligations to Senior Lienholder under the Notes are secured by, among other things, (i) that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing ("**Senior Deed of Trust**"), dated as of even date herewith, made by Borrower for the benefit of Bondowner Representative and Administrative Agent, and (ii) the other Loan Documents described in the Loan Agreement and the Conventional Loan Agreement. The Senior Deed of Trust is being recorded substantially concurrently herewith in the Recorder's Office of the County of Pueblo, State of Colorado ("**Official Records**"). The Senior Deed of Trust, the Notes and the other Loan Documents (as defined in the Loan Agreement and the Conventional Loan Agreement) are hereinafter collectively referred to as the "**Senior Loan Documents**". Concurrently herewith, Issuer is assigning its rights under the Senior Loan Documents to which it is a party (excluding the Unassigned Issuer's Rights (as defined in the Financing Agreement)) to Bondowner Representative, pursuant to that certain Assignment of Loan Documents dated as of even date herewith, executed by Issuer in favor of Bondowner Representative, which is being recorded in the Official Records substantially concurrently herewith.

J. As used herein, the term "**Senior Lienholder Indebtedness**" means any and all indebtedness, claims, debts, liabilities or other obligations from Borrower to Senior Lienholder under the Senior Loan Documents, together with all interest accruing thereon and all costs and expenses, including attorneys' fees, of collection thereof, whether the same accrues or is incurred before or after the commencement of any bankruptcy case by or against Borrower.

K. Subject to the terms and conditions of that certain Forward Bond Purchase and Assignment Agreement dated as of _____, 2025 (the "**Forward Agreement**"), among Borrower, Bondowner Representative and CRBT, Bondowner Representative shall subsequently assign and deliver the documents comprising the Bond Loan to the CRBT and, in connection therewith, the Bond Notes, the Loan Agreement and the Senior Deed of Trust will be amended and restated and the CRBT shall become the Senior Lienholder hereunder ("**Conversion**").

L. Upon Conversion, CRBT shall have the right to amend and restate the Bond Notes, the Loan Agreement and the Senior Deed of Trust, and the right to amend, waive, postpone, extend, renew, replace, reduce or otherwise modify any provision of any of the Senior Loan Documents (other than to increase the principal balance thereof), without notice to or the consent or joinder of the Junior Lienholder.

M. Pursuant to the Senior Deed of Trust and the other Senior Loan Documents, Borrower is not entitled to further encumber the Property without the prior written consent of Senior Lienholder, which consent may be withheld in Senior Lienholder's sole discretion.

N. It is a condition precedent to Senior Lienholder to entering into the Senior Loan Documents and permitting the recordation of any of the Junior Obligation Documents that the Senior Deed of Trust and the other Senior Loan Documents be and remain at all times a lien or charge upon the Property, prior and superior to the liens or charges of the Junior Obligation Documents.

O. Senior Lienholder is willing to permit the recordation of the recordable Junior Obligation Documents, provided that (1) the Senior Deed of Trust and the other Senior Loan Documents are a lien or charge upon the Property prior and superior to the liens or charges of the Junior Obligation Documents, and (2) Junior Lienholder will specifically subordinate the liens or charges of the Junior Obligation Documents to the lien or charge of the Senior Loan Documents.

P. Junior Lienholder is willing that the Senior Loan Documents shall constitute a lien or charge upon the Property which is prior and superior to the liens or charges of the Junior Obligation Documents. The parties hereto enter into this Agreement for the purposes set forth in these Recitals.

Q. Capitalized terms used herein and not otherwise defined shall have the meanings set forth for them in the Loan Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Senior Lienholder to make the Loan, it is hereby declared, understood, and agreed as follows:

1. Subordination. The Senior Deed of Trust in favor of Senior Lienholder, and all amendments, modifications, extensions and renewals thereof shall unconditionally be and remain at all times a lien or charge on the Property prior and superior to the lien or charge of the Junior Obligation

Documents. Junior Lienholder intentionally and unconditionally subordinates the lien or charge of the Junior Obligation Documents in favor of the lien or charge upon said land of the Senior Deed of Trust in favor of Senior Lienholder, and understands that in reliance upon and in consideration of this subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this subordination.

2. Only Agreement Regarding Subordination. Senior Lienholder would not permit the recordation of any Junior Obligation Documents without this Agreement. This Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Junior Obligation Documents to the lien or charge of the Senior Deed of Trust and shall supersede and cancel, but only insofar as would affect the priority between said deeds of trust and said covenants, conditions and restrictions, any prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the Junior Obligation Documents which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

3. Loan Disbursements. In making disbursements pursuant to any of the Senior Loan Documents, Senior Lienholder is under no obligation or duty to, nor has Senior Lienholder represented that it will, see to the application of such proceeds by the person or persons to whom Senior Lienholder disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such Senior Loan Document(s) shall not defeat the subordination herein made in whole or in part.

4. Consent and Approval. Junior Lienholder has received and consents to and approves the Senior Loan Documents, including but not limited to any extension, modification and/or amendment of said agreements, between Borrower and Senior Lienholder. No decision by Junior Lienholder to review or not review the Senior Loan Documents, including but not limited to the disbursement provisions contained therein, shall impair or otherwise limit the enforceability of this Agreement.

5. Other Agreements. Junior Lienholder and Borrower declare, agree, and acknowledge that:

5.1 Subordination of Indebtedness. Any and all Junior Obligations are hereby subordinated and subject to any and all Senior Lienholder Indebtedness, as set forth herein.

5.2 Permitted Payments. Borrower may make payments under the Junior Obligation Documents, if required, as long as all payments under the Senior Deed of Trust and the other Senior Loan Documents are current and not delinquent or in arrears, and only so long as at the time of such payment: (i) no Default or Event of Default exists under the Loan Agreement and no event exists which, with the lapse of time or the giving of notice or both, would be a Default or Event of Default under the Senior Lienholder Indebtedness of which Junior Lienholder has received written notice; and (ii) the payment would not result in a violation of any of Borrower's financial covenants set forth in any of the documents evidencing the Loan ("**Permitted Payments**").

5.3 Payment Subordination. Except for any Permitted Payments, (a) all of the Senior Lienholder Indebtedness now or hereafter existing shall be first paid in full by Borrower before any payment shall be made by Borrower on the Junior Obligations, and (b) this priority of payment shall apply at all times until all of the Senior Lienholder Indebtedness has been repaid in full. In the event of any assignment by Borrower for the benefit of Borrower's creditors, or any bankruptcy proceedings instituted by or against Borrower, or the appointment of any receiver for Borrower or Borrower's business or assets, or of any dissolution or other winding up of the affairs of Borrower or of Borrower's business, and in all such cases respectively, Borrower's officers and any assignee, trustee in bankruptcy, receiver and other person or

persons in charge are hereby directed to pay to Senior Lienholder the full amount of the Senior Lienholder Indebtedness before making any payments to Junior Lienholder due under the Junior Obligations.

5.4 Return of Prohibited Payments. Except as otherwise expressly agreed to herein, if Junior Lienholder shall receive any payments or other rights in any property of Borrower in connection with the Junior Obligations in violation of this Agreement, such payment or property shall immediately be delivered and transferred to Senior Lienholder after written notice to Junior Lienholder.

5.5 Repayment of Senior Lienholder Indebtedness. This Agreement shall remain in full force and effect until all amounts due under the Notes, the Loan Agreement and the Conventional Loan Agreement are fully repaid in accordance with its terms and all of the terms of this Agreement have been complied with.

5.6 [Intentionally Deleted].

6. Senior Lienholder Agreements. Senior Lienholder agrees that it shall not complete a foreclosure sale of the Property or record a deed-in-lieu of foreclosure with respect to the Property (each, a "**Foreclosure Remedy**") unless Junior Lienholder has first been given sixty (60) days written notice of the Event(s) of Default giving Senior Lienholder the right to complete such Foreclosure Remedy, and unless Junior Lienholder has failed, within such sixty (60)-day period, to cure such Event(s) of Default; provided, however, that Senior Lienholder shall be entitled during such sixty (60)-day period to continue to pursue all of its rights and remedies under the Loan Documents, including, but not limited to, acceleration of the Loan (subject to any de-acceleration provisions specifically set forth in the Senior Loan Documents), commencement and pursuit of a judicial or non-judicial foreclosure (but not completion of the foreclosure sale), appointment of a receiver, enforcement of any guaranty (subject to any notice and cure provisions contained therein), and/or enforcement of any other Senior Loan Document. In the event Senior Lienholder has accelerated the Senior Loan and Junior Lienholder cures all Events of Default giving rise to such acceleration within the sixty (60)-day cure period described above, such cure shall have the effect of de-accelerating the Loan; provided, however, that such de-acceleration shall not waive or limit any of Senior Lienholder's rights to accelerate the Loan or exercise any other remedies under the Senior Loan Documents as to any future or continuing Events of Default. It is the express intent of the parties hereunder that Senior Lienholder shall have the right to pursue all rights and remedies except completion of a Foreclosure Remedy without liability to Junior Lienholder for failure to provide timely written notice to Junior Lienholder required hereunder, and that Senior Lienholder's liability hereunder shall be expressly limited to actual and consequential damages to Junior Lienholder directly caused by Senior Lienholder's completion of a Foreclosure Remedy without Junior Lienholder receiving the written notice and opportunity to cure described above. Senior Lienholder shall give Junior Lienholder written notice at the address set forth below or such other address as Junior Lienholder may instruct Senior Lienholder in writing from time to time:

City of Pueblo

_____

_____

Attention: _____

7. Bankruptcy Provisions. To the extent any payment under any Senior Loan Document (whether by or on behalf of Borrower, as proceeds of security or enforcement of any right of set-off, or otherwise) is declared to be fraudulent or preferential, set aside or required to be paid to a trustee, receiver or other similar party under the Bankruptcy Code or any federal or state bankruptcy, insolvency, receivership or similar law, then if such payment is recovered by, or paid over to, such trustee, receiver or

other similar party, the Senior Indebtedness or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding as if such payment had not occurred.

8. Casualty Insurance Proceeds; Condemnation Proceeds. In the event Senior Lienholder shall release, for the purposes of restoration of all or any part of the improvements, its right, title and interest in and to the proceeds under policies of insurance thereon, and/or its right, title and interest in and to any awards, or its right, title and interest in and to other compensation made for any damages, losses or compensation for other rights by reason of a taking in eminent domain, Junior Lienholder shall simultaneously release (and hereby agrees that it shall be irrevocably and unconditionally deemed to have agreed to release) for such purpose all of Junior Lienholder's right, title and interest, if any, in and to all such insurance proceeds, awards or compensation. Junior Lienholder agrees that the balance of such proceeds remaining after such restoration, or all of such proceeds in the event Senior Lienholder elects, in accordance with Colorado law, not to release any such proceeds for any such restoration, shall be applied to the payment of amounts due under the Senior Loan Documents until all such amounts have been paid in full, prior to being applied to the payment of any amounts due under the Junior Obligation Documents. If Senior Lienholder holds such proceeds, awards or compensation and/or monitors the disbursement thereof, Junior Lienholder agrees that Senior Lienholder may also elect, in its sole and absolute discretion, to hold and monitor the disbursement of such proceeds, awards and compensation to which Junior Lienholder is or may be entitled. Nothing contained in this Agreement shall be deemed to require Senior Lienholder, in any way whatsoever, to act for or on behalf of Junior Lienholder or to hold or monitor any proceeds, awards or compensation in trust for or on behalf of Junior Lienholder, and all or any of such sums so held or monitored may be commingled with any funds of Senior Lienholder.

9. Effect of Other Agreements. The relationship between Borrower and Senior Lienholder under the Senior Loan Documents is, and shall at all times remain, solely that of borrower and lender. Based thereon, Junior Lienholder acknowledges and agrees that Senior Lienholder neither undertakes nor assumes any fiduciary responsibility or other responsibility or duty to Borrower or Junior Lienholder to guarantee or assist in Borrower's or Junior Lienholder's performance under any of the agreements between those parties and other third parties, including without limitation the Junior Obligation Documents.

10. Junior Lienholder Agreements.

10.1 Junior Lienholder's Consent to Assignment. Junior Lienholder hereby consents to the collateral assignment by Borrower to Senior Lienholder of Borrower's rights under the Junior Obligation Documents in accordance with the terms and conditions of the Junior Lienholder Documents.

10.2 Senior Lienholder Right to Cure Default Under Junior Obligation Documents. Junior Lienholder shall give Senior Lienholder copies of all written notices given by Junior Lienholder to Borrower under and in connection with the Junior Obligation Documents simultaneously with the giving of such written notice to Borrower, it being agreed that Senior Lienholder may cure, on behalf of Borrower, any Borrower default under the Junior Obligation Documents within the time provided in the Junior Obligation Documents. In addition, Junior Lienholder agrees that if any breach or default by Borrower occurs under the Junior Obligation Documents which would entitle Subordinate Lender to execute any right or remedy under the Junior Obligation Documents, that it will not exercise any right or remedy under the Junior Obligation Documents until and unless (1) Junior Lienholder has given Senior Lienholder written notice of the breach or default by Borrower under the Junior Obligation Documents entitling Junior Lienholder to exercise such right or remedy, and (2) Senior Lienholder has not cured such breach or default within sixty (60) days after Senior Lienholder receives such written notice (or, if the cure by Senior Lienholder would require Senior Lienholder to obtain physical possession of the Property), has not cured such default within a reasonable period of time after Senior Lienholder actually obtains physical possession of the Property. For all purposes of this Section 10.2, Borrower's failure to satisfy all conditions to the

funding of any portion of the loan by Junior Lienholder to Borrower described in the Junior Obligation Documents ("**Junior Loan**") prior to any stated deadline set forth in the Junior Obligation Documents shall be considered to be a default by Borrower under the Junior Obligation Documents entitling Senior Lienholder to exercise all of its cure and other rights under this Agreement (and any such funding deadline shall automatically be deemed extended to the extent necessary to permit Senior Lienholder to fully exercise all such rights and to preserve the Junior Lienholder's commitment to fund the Junior Loan set forth in the Junior Obligation Documents). Upon Senior Lienholder's cure of any default in accordance with the procedures described above, Junior Lienholder shall recognize Senior Lienholder as the "Borrower" under the Junior Obligation Documents and shall disburse the Junior Loan to Senior Lienholder (or its assignee) in accordance with the Junior Obligation Documents. Junior Lienholder further agrees that until the Junior Loan has been disbursed in full, notwithstanding anything provided in the Junior Obligation Documents to the contrary, unless Senior Lienholder shall consent in writing, Junior Lienholder shall not amend or modify the provisions of the Junior Obligation Documents.

11. Miscellaneous. This Agreement may be executed in multiple counterparts and the signature page(s) and acknowledgment(s) assembled into one original document for recordation, and the validity hereof shall not be impaired by reason of such execution in multiple counterparts. This Agreement is to be governed according to the laws of the State of Colorado. In the event of action, suit, proceeding or arbitration to enforce any term of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, as determined by the court or arbitrator, all of the prevailing party's costs and expenses, including without limitation attorneys' fees and expert witness fees, incurred by the prevailing party in connection therewith. If Junior Lienholder or any affiliate of Junior Lienholder shall acquire, by indemnification, subrogation or otherwise, any lien, estate, right or other interest in the Property, that lien, estate, right or other interest shall be subordinate to the Senior Deed of Trust and the other Senior Loan Documents as provided herein, and Junior Lienholder hereby waives, on behalf of itself and such affiliate, until all amounts owed under the Senior Loan Documents have been indefeasibly paid in full and all Senior Lienholder's obligations to extend credit under the Senior Loan Documents have terminated, the right to exercise any and all such rights it may acquire by indemnification, subrogation or otherwise. The Agreement shall inure to the benefit of, and the binding upon, the parties hereto and the respective successors and assigns, including, without limitation, Series A-2 Holder.

[*Remainder of Page Intentionally Left Blank*]

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

JUNIOR LIENHOLDER:

CITY OF PUEBLO,
a municipal corporation

By: _____
Heather Graham, Mayor

ATTEST:

_____
City Clerk

BORROWER:

COMPASS POINTE, LP,
a Colorado limited partnership

By: Compass Pointe GP, LLC,
a Colorado limited liability company,
its General Partner

By: _____
Jeffrey L. Kittle
Manager

BONDOWNER REPRESENTATIVE:

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

By: _____
Kevin Joseph
Vice President

ADMINISTRATIVE AGENT:

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

By: _____
Kevin Joseph
Vice President

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On _____, 2024 before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

(Seal)

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On _____, 2024 before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

(Seal)

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On _____, 2024 before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "B"

JUNIOR OBLIGATION DOCUMENTS

1. Affordable Housing Development Agreement dated as of _____, 2025, by and between Borrower and Junior Lienholder.

2. Promissory Note dated as of _____, 2025, executed by Borrower to the order of Junior Lienholder in the face principal amount of $750,000.

3. Deed of Trust dated as of _____, 2025, executed by Borrower for the benefit of Junior Lienholder and recorded in the Official Records substantially concurrently herewith.

4. UCC-1 Financing Statement(s) naming Borrower, as Debtor, and Junior Lienholder, as Secured Party, filed in connection with the Junior Obligations.

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:

Robert P. Singleton, Esq.
Winthrop and Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402

SUBORDINATION AND STANDSTILL AGREEMENT (SWAP)

THIS SUBORDINATION AND STANDSTILL AGREEMENT (this "***Agreement***") is entered into this ___ day of _____, 2025, by and among (i) CEDAR RAPIDS BANK AND TRUST COMPANY, an Iowa state-chartered banking corporation (together with its successors and/or assigns, the "***Senior Lender***"), (ii) the CITY OF PUEBLO, a municipal corporation (the "***Subordinate Lender***"), and (iii) COMPASS POINTE, LP, a Colorado limited partnership (the "***Borrower***").

Recitals

A. The Borrower plans to develop and construct an affordable housing development (the "***Project***") located in Pueblo County, Colorado more particularly described in Exhibit A attached hereto (the "***Property***").

B. The Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado ("***Issuer***") issued to U.S. Bank National Association, a national banking association ("***Construction Lender***") its Multifamily Housing Revenue Bond (Compass Pointe Apartments Project) Series 2025A dated as of [____], 2025 in the original principal amount of $[____] (the "***Series A Bonds***"), and issued to Senior Lender its Multifamily Housing Revenue Bond (Compass Pointe Apartments Project) Series 2025B dated as of [___], 2025 in the aggregate principal amount of $[____] (the "***Series B Bonds***" and, together with the Series A Bonds, the "***Bonds***"), each pursuant to that certain Financing Agreement dated as of [___], 2025 (the "***Original Financing Agreement***"), by and among the Issuer, Borrower, and Construction Lender.

C. Pursuant to that certain Bond Purchase and Construction Loan Agreement dated as of [___], 2025, by and among Senior Lender, Borrower, Construction Lender, U.S. Bank National Association, a national banking association, as bondowner representative and as sole lead arranger, and sole bookrunner (the "***Construction Loan Agreement***"), (i) Construction Lender purchased the Series A Bonds for the purpose of funding a loan to Borrower in the original principal amount of $[____] (the "***Series A Loan***"), and (ii) Senior Lender purchased the Series B Bonds for the purpose of funding a loan to Borrower in the original principal amount of $[___] (the "***Series B Loan***" and collectively with the Series A Loan, the "***Construction Loan***").

D. Subject to the terms and conditions set forth in that certain Forward Bond Purchase Agreement dated [___], 2025 ("***FBPA***"), that certain Continuing Covenants Agreement dated [_____], 2025 ("***Continuing Covenants Agreement***"), and that certain [Amended and Restated] Bond Financing Agreement, entered into between Borrower, Senior Lender, and Issuer ("***Bond Financing Agreement***") Senior Lender has agreed to purchase a portion of the Series A Bonds.

E. In connection with Senior Lender's purchase of the Series A Bonds, Senior Lender and Borrower have agreed to enter into an interest rate swap transaction (the "***Senior Loan***") pursuant to that certain ISDA Master Agreement dated as of [_____], 2025, together with an applicable schedules and any other documents executed in connection therewith (the "***Swap Documents***").

F. The Swap Documents are secured by that certain Swap Deed of Trust, Assignment of Rents and Security Agreement dated of even date herewith by the Borrower in favor of the Senior Lender (the "***Senior Deed of Trust***").

G. The Borrower has requested the Senior Lender to permit the Subordinate Lender to make a subordinate loan to the Borrower in the amount of $750,000.00 (the "***Subordinate Loan***") and to secure the Subordinate Loan by, among other things, placing a mortgage lien against the Property.

H. The Subordinate Loan will be evidenced by that certain Promissory Note (the "***Subordinate Note***"), dated as of [_____], 2025 made by Borrower and payable to the order of Subordinate Lender.

I. The Subordinate Loan will be secured by that certain Deed of Trust dated as of [_____], 2025 by Borrower in favor of Subordinate Lender (the "***Subordinate Deed of Trust***").

J. The Senior Lender has agreed to permit the Subordinate Lender to make the Subordinate Loan and to place a subordinate mortgage lien against the Property subject to all of the conditions contained in this Agreement.

NOW, THEREFORE, in order to induce the Senior Lender to permit the Subordinate Lender to make the Subordinate Loan to the Borrower and to place a subordinate mortgage lien against the Property, and in consideration thereof, the Senior Lender, the Subordinate Lender and the Borrower agree as follows:

1. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

"Affiliate" means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which controls such Person (the term

"control" for these purposes shall mean the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner of, a partnership, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over an entity, and control shall be conclusively presumed in the case of the ownership of 50% or more of the equity interests).

"Borrower" means the Person named as such in the first paragraph of this Agreement and any other Person (other than the Senior Lender) who acquires title to the Property after the date of this Agreement.

"Business Day" means any day other than Saturday, Sunday or a day on which the Senior Lender is not open for business.

"Default Notice" means: (a) a copy of the written notice from the Senior Lender to the Borrower stating that a Senior Loan Default has occurred under the Swap Documents; or (b) a copy of the written notice from the Subordinate Lender to the Borrower stating that a Subordinate Loan Default has occurred under the Subordinate Loan. Each Default Notice shall specify the default upon which such Default Notice is based.

"Person" means an individual, estate, trust, partnership, corporation, limited liability company, limited liability partnership, governmental department or agency or any other entity which has the legal capacity to own property.

"Senior Lender" means the Person named as such in the first paragraph on page 1 of this Agreement. When any other Person becomes the legal holder of the Swap Documents, such other Person shall automatically become the Senior Lender.

"Senior Loan Default" means the occurrence of an "Event of Default" as that term is defined in the Senior Loan Documents.

"Senior Loan Documents" means the Swap Documents, the Senior Deed of Trust and all other documents evidencing, securing or otherwise executed and delivered in connection with the Senior Loan.

"Subordinate Lender" means the Person named as such in the first paragraph on page 1 of this Agreement and any other Person who becomes the legal holder of the Subordinate Note after the date of this Agreement.

"Subordinate Loan Default" means a default by the Borrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

"Subordinate Loan Documents" means the Subordinate Note, the Subordinate Deed of Trust and all other documents evidencing, securing or otherwise executed and delivered in connection with the Subordinate Loan.

2. Permission to Place Deed of Trust Lien Against Property.

The Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Property contained in the Senior Loan Documents and subject to the provisions of this Agreement, to permit the Subordinate Lender to record the Subordinate Deed of Trust and other recordable Subordinate Loan Documents against the Property (which are subordinate in all respects to the lien of the Senior Deed of Trust) to secure the Borrower's obligation to repay the Subordinate Note and all other obligations, indebtedness and liabilities of the Borrower to the Subordinate Lender under and in connection with the Subordinate Loan. Such permission is subject to the condition that each of the representations and warranties made by the Borrower and the Subordinate Lender in Section 3 is true and correct on the date of this Agreement and on the date on which the proceeds of the Subordinate Loan are disbursed to the Borrower. If any of the representations and warranties made by the Borrower and the Subordinate Lender in Section 3 is not true and correct on both of those dates, the provisions of the Senior Deed of Trust and Senior Loan Documents applicable to unpermitted liens on the Property shall apply.

3. Borrower's and Subordinate Lender's Representations and Warranties.

The Borrower and the Subordinate Lender each makes the following representations and warranties to the Senior Lender:

(a) Subordinate Note. The Subordinate Note shall be deemed to contain the following provision:

> The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by an ISDA Master Agreement dated [_____], 2025 by and between Borrower and Cedar Rapids Bank and Trust Company (the "ISDA Master Agreement"), to the extent and in the manner provided in that certain Subordination and Standstill Agreement of even date herewith between the Borrower, Subordinate Lender and the Senior Lender (the "Subordination Agreement"). The Deed of Trust securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Deed of Trust securing Borrower's obligations under the ISDA Master Agreement as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of this Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender (as defined in the Subordination Agreement) under the Subordination Agreement.

(b) Relationship of Borrower to Subordinate Lender and Senior Lender. The Subordinate Lender is not an Affiliate of the Borrower and is not in possession of any facts which would lead it to believe that the Senior Lender is an Affiliate of the Borrower.

(c) Term. The term of the Subordinate Note does not end before the term of the Swap Documents.

(d) Subordinate Loan Documents. The executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, Senior Lender prior to the date of this Agreement. Upon execution and delivery of the Subordinate Loan Documents, Borrower shall deliver to Senior Lender an executed copy of each of the Subordinate Loan Documents.

(e) Senior Loan Documents. Upon execution and delivery of the Senior Loan Documents, Borrower shall deliver to Subordinate Lender an executed copy of each of the Senior Loan Documents.

4. Terms of Subordination.

(a) Agreement to Subordinate. The Senior Lender and the Subordinate Lender agree that: (i) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement to the prior payment in full of the indebtedness evidenced by the Senior Loan Documents, and (ii) the Subordinate Deed of Trust and the other Subordinate Loan Documents are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Deed of Trust and the other Senior Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the Senior Deed of Trust and the other Senior Loan Documents (including but not limited to, all sums advanced for the purposes of (1) protecting or further securing the lien of the Senior Deed of Trust, curing defaults by the Borrower under the Senior Loan Documents or for any other purpose expressly permitted by the Senior Deed of Trust, or (2) constructing, renovating, repairing, furnishing, fixturing or equipping the Property).

(b) Subordination of Subrogation Rights. The Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of the Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Property which (but for this subsection) would be senior to the lien of the Senior Deed of Trust, then, in that event, such lien shall be subject and subordinate to the lien of the Senior Deed of Trust.

(c) Payments Before Senior Loan Default. Until the Subordinate Lender receives a Default Notice of a Senior Loan Default from the Senior Lender, the Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents.

(d) Payments After Senior Loan Default. The Borrower agrees that, after it receives notice (or otherwise acquires knowledge) of a Senior Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Deed of Trust) without the Senior Lender's prior written consent. The Subordinate Lender agrees that, after it receives a Default Notice from the Senior Lender with written instructions directing the Subordinate Lender not to accept payments from the Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Deed of Trust) without the Senior Lender's prior written consent. If the Subordinate Lender receives written notice from the Senior Lender that the Senior Loan Default which gave rise to the Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by the Senior Lender, the restrictions on payment to the Subordinate Lender in this Section 4 shall terminate, and the Senior Lender shall have no right to any subsequent payments made to the Subordinate Lender by the Borrower prior to the Subordinate Lender's receipt of a new Default Notice from the Senior Lender in accordance with the provisions of this Section 4(d).

(e) Remitting Subordinate Loan Payments to Senior Lender. If, after the Subordinate Lender receives a Default Notice from the Senior Lender in accordance with subsection (d) above, the Subordinate Lender receives any payments under the Subordinate Loan Documents, the Subordinate Lender agrees that such payment or other distribution will be received and held in trust for the Senior Lender and unless the Senior Lender otherwise notifies the Subordinate Lender in writing, will be promptly remitted, in kind to the Senior Lender, properly endorsed to the Senior Lender, to be applied to the principal of, interest on and other amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By executing this Agreement, the Borrower specifically authorizes the Subordinate Lender to endorse and remit any such payments to the Senior Lender, and specifically waives any and all rights to have such payments returned to the Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by the Subordinate Lender, and remitted to the Senior Lender under this Section 4, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to the Senior Lender waive any Subordinate Loan Default which may arise from the inability of the Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

(f) Agreement Not to Commence Bankruptcy Proceeding. The Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings with respect to the Borrower, without the Senior Lender's prior written consent.

5. Default Under Subordinate Loan Documents.

(a) Notice of Default and Cure Rights. The Subordinate Lender shall deliver to the Senior Lender a Default Notice within five Business Days in each case where the Subordinate Lender has given a Default Notice to the Borrower. Failure of the Subordinate Lender to send a Default Notice to the Senior Lender shall not prevent the exercise of the Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. The Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within 60 days following the date of such notice; provided, however that the Subordinate Lender shall be entitled, during such 60-day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents to the extent permitted under Section 5(b). All amounts paid by the Senior Lender in accordance with the Senior Loan Documents to cure a Subordinate Loan Default shall be deemed to have been advanced by the Senior Lender pursuant to, and shall be secured by the lien of, the Senior Deed of Trust.

(b) Subordinate Lender's Agreement to Standstill. If a Subordinate Loan Default occurs and is continuing, the Subordinate Lender agrees that, without prior written notice to Senior Lender, it will not accelerate the Subordinate Loan, commence foreclosure proceedings with respect to the Property, collect rents, appoint (or seek the appointment of) a receiver or institute any other collection or enforcement action.

(c) Cross Default. The Borrower and the Subordinate Lender agree that a Subordinate Loan Default shall constitute a Senior Loan Default under the Senior Loan Documents and the Senior Lender shall have the right to exercise all rights or remedies under the Senior Loan Documents in the same manner as in the case of any other Senior Loan Default. If the Subordinate Lender notifies the Senior Lender in writing that any Subordinate Loan Default of which the Senior Lender has received a Default Notice has been cured or waived, as determined by the Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the Swap Documents shall be reinstated, provided, however, that the Senior Lender shall not be required to return or otherwise credit for the benefit of the Borrower any default rate interest or other default related charges or payments received by the Senior Lender during such Senior Loan Default.

6. Default Under Senior Loan Documents.

(a) Notice of Default and Cure Rights. The Senior Lender shall deliver to the Subordinate Lender a Default Notice within five Business Days in each case where the Senior Lender has given a Default Notice to the Borrower. Failure of the Senior Lender to send a Default Notice to the Subordinate Lender shall not prevent the exercise of the Senior Lender's rights and remedies under the Senior Loan Documents, subject to the provisions of this Agreement. The Subordinate Lender shall have the right, but not the obligation, to cure any such Senior Loan Default as provided below. Subordinate Lender may have up to 60 days from the date of the Default Notice to cure any monetary default under the Senior Loan Documents; provided, however, that the Senior Lender shall be entitled during such 60-day period to continue to pursue its remedies with respect to the Property.

Subordinate Lender may have up to 60 days from the date of the Default Notice to cure a non-monetary default if during such 60-day period Subordinate Lender keeps current all payments required by the Senior Loan Documents. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Property, or Senior Lender's secured position relative to the Property, as determined by Senior Lender in its sole discretion, then Senior Lender may exercise during such 60-day period all available rights and remedies to protect and preserve the Property and the rents, revenues and other proceeds from the Property. All amounts paid by the Subordinate Lender to the Senior Lender to cure a Senior Loan Default shall be deemed to have been advanced by the Subordinate Lender pursuant to, and shall be secured by the lien of, the Subordinate Deed of Trust.

(b) Cross Default. The Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a Senior Loan Default shall not constitute a default under the Subordinate Loan Documents if no other default occurred under the Subordinate Loan Documents until the Senior Lender has taken affirmative action to exercise its rights under the Senior Deed of Trust to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the Senior Deed of Trust. At any time after a Senior Loan Default is determined to constitute a default under the Subordinate Loan Documents, the Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time the Borrower cures any Senior Loan Default to the satisfaction of the Senior Lender, as evidenced by written notice from the Senior lender to the Subordinate Lender, any default under the Subordinate Loan Documents arising from such Senior Loan Default shall be deemed cured and the Subordinate Loan shall be retroactively reinstated as if such Senior Loan Default had never occurred.

7. Conflict.

The Borrower, the Senior Lender and the Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the Senior Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of the Senior Lender and the Subordinate Lender in the Property; (b) the timing of the exercise of remedies by the Senior Lender and the Subordinate Lender under the Senior Deed of Trust and the Subordinate Deed of Trust, respectively; and (c) solely as between the Senior Lender and the Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which the Senior Lender and the Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any Senior Loan Default or Subordinate Loan Default, as the case may be; give the Borrower the right to notice of any Senior Loan Default or Subordinate Loan Default, as the case may be other than that, if any, provided, respectively under the Senior Loan Documents or the Subordinate Loan Documents; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

8. Rights and Obligations of the Subordinate Lender Under the Subordinate Loan Documents and of the Senior Lender under the Senior Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(a) Protection of Security Interest. The Subordinate Lender shall not, without the prior written consent of the Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that the Subordinate Lender shall have the right to advance funds to cure Senior Loan Defaults pursuant to Section 6(a) above and advance funds pursuant to the Subordinate Deed of Trust for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Property and curing other defaults by the Borrower under the Subordinate Loan Documents.

(b) Condemnation or Casualty. In the event of: a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Property (collectively, a "Taking"); or the occurrence of a fire or other casualty resulting in damage to all or a portion of the Property (collectively, a "Casualty"), at any time or times when the Senior Deed of Trust remains a lien on the Property the following provisions shall apply:

(1) The Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subordinate in all respects to the Senior Lender's rights under the Senior Loan Documents with respect thereto, and the Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by the Senior Lender; provided, however, this subsection and/or anything contained in this Agreement shall not limit the rights of the Subordinate Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Taking and/or Casualty; and

(2) all proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied to payment of the costs and expenses of repair and restoration in the manner determined by the Senior Lender in its sole discretion; provided, however, that if the Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the Swap Documents shall be paid to, and may be applied by, the Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents, provided however, the Senior Lender agrees to consult with the Subordinate Lender in determining the application of Casualty proceeds, provided further however that in the event of any disagreement between the Senior Lender and the Subordinate Lender over the application of Casualty proceeds, the decision of the Senior Lender, in its sole discretion, shall prevail.

(c) No Modification of Subordinate Loan Documents. The Borrower and the Subordinate Lender each agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of the Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon the Senior Lender under the Senior Loan Documents. Any unauthorized amendment of the Subordinate Loan Documents or assignment of the Subordinate Lender's interest in the Subordinate Loan without the Senior Lender's consent shall be void ab initio and of no effect whatsoever and Subordinate Lender agrees that it shall not transfer or assign the Subordinate Loan or the Subordinate Loan Documents without the prior written consent of the Senior Lender.

9. Stabilization, Modification or Refinancing of Senior Loan.

The Subordinate Lender consents to any agreement or arrangement in which the Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money.

10. Default by the Subordinate Lender or Senior Lender.

If the Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting lender shall have the right to all available legal and equitable relief.

11. Notices.

Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the Senior Lender or the Subordinate Lender is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

SENIOR LENDER:

Cedar Rapids Bank and Trust Company
500 1st Avenue NE, Suite 100
Cedar Rapids, Iowa 52401
Attention: Josh Burgett

With a copy to:

Winthrop & Weinstine, P.A.
225 South 6th Street, Suite 3500
Minneapolis, Minnesota 55402
Attention: Holly A. Stocker, Esq.

SUBORDINATE LENDER:

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

With a copy to:

City of Pueblo Law Department
1 City Hall Place
Pueblo, CO 81003
Attention: City Attorney

BORROWER:

Compass Pointe, LP
c/o Kittle Property Group, Inc.
310 East 96th Street, Suite 400
Indianapolis, Indiana 46240
Attention: Jeffrey L. Kittle

With a copy to:

[_____]
[_____]
[_____]
Attention: [_____]

Either party may, by notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

12. General.

(a) Assignment/Successors. This Agreement shall be binding upon the Borrower, the Senior Lender and the Subordinate Lender and shall inure to the benefit of

the respective legal successors and assigns of the Senior Lender and the Subordinate Lender.

(b) No Partnership or Joint Venture. The Senior Lender's permission for the placement of the Subordinate Loan Documents does not constitute the Senior Lender as a joint venturer or partner of the Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.

(c) Senior Lender's and Subordinate Lender's Consent. Wherever the Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever the Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) Further Assurances. The Subordinate Lender, the Senior Lender and the Borrower each agree, at the Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Deed of Trust is subordinate to the lien, covenants and conditions of the Senior Deed of Trust, or to further evidence the intent of this Agreement.

(e) Amendment. This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) Governing Law. This Agreement shall be governed by the laws of the State in which the Property is located.

(g) Severable Provisions. If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) Term. The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the Senior Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which the Subordinate Lender is obligated to remit to the Senior Lender pursuant to Section 4 hereof; (iii) the acquisition by the Senior Lender of title to the Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Senior Deed of Trust; or (iv) the acquisition by the Subordinate Lender of title to the Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Deed of Trust, but only if such acquisition of title does not violate any of the terms of this Agreement.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

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

SENIOR LENDER:

CEDAR RAPIDS BANK AND TRUST COMPANY, an Iowa state-chartered banking corporation

By: _____
Josh Burgett
Vice President

STATE OF IOWA)
)
COUNTY OF LINN)

The foregoing instrument was acknowledged before the this ___ day of _____, 2025, by Josh Burgett, a Vice President of Cedar Rapids Bank and Trust Company, an Iowa state-chartered banking corporation, on behalf of said state-chartered banking corporation.

_____
Notary Public

SUBORDINATE LENDER:

CITY OF PUEBLO, a municipal corporation

By: _____
Name: _____
Its:_____

STATE OF COLORADO)
)
COUNTY OF _____)

This instrument was acknowledged before me this ___ day of _____, 2025, by _____, the _____ of the City of Pueblo, a Colorado municipal corporation, for and on behalf of said municipal corporation.

_____
Notary Public

BORROWER:

COMPASS POINTE, LP, a
Colorado limited partnership

By: Compass Pointe GP, LLC, a
Colorado limited liability company, its
General Partner

By: _____
Jeffrey L. Kittle
Manager

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this ___ day of _____, 2025, by Jeffrey L. Kittle, the Manager of Compass Pointe GP, LLC, a Colorado limited liability company, the General Partner of Compass Pointe, LP, a Colorado limited partnership, for and on behalf of said limited partnership.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

[To be inserted]

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:

Robert P. Singleton, Esq.
Winthrop and Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402

SUBORDINATION AND STANDSTILL AGREEMENT

THIS SUBORDINATION AND STANDSTILL AGREEMENT (this "***Agreement***") is entered into this ___ day of _____, 20__, by and among (i) CEDAR RAPIDS BANK AND TRUST COMPANY, an Iowa state-chartered banking corporation (together with its successors and/or assigns, the "***Senior Lender***"), (ii) the CITY OF PUEBLO, a municipal corporation (the "***Subordinate Lender***"), and (iii) COMPASS POINTE, LP, a Colorado limited partnership (the "***Borrower***").

Recitals

A. The Borrower plans to develop and construct an affordable housing development (the "***Project***") located in Pueblo County, Colorado more particularly described in Exhibit A attached hereto (the "***Property***").

B. The Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado ("***Issuer***") issued to U.S. Bank National Association, a national banking association ("***Construction Lender***") its Multifamily Housing Revenue Bond (Compass Pointe Apartments Project) Series 2025A dated as of [____], 2025 in the original principal amount of $[____] (the "***Series A Bonds***"), and issued to Senior Lender its Multifamily Housing Revenue Bond (Compass Pointe Apartments Project) Series 2025B dated as of [___], 2025 in the aggregate principal amount of $[____] (the "***Series B Bonds***" and, together with the Series A Bonds, the "***Bonds***"), each pursuant to that certain Financing Agreement dated as of [___], 2025 (the "***Original Financing Agreement***"), by and among the Issuer, Borrower, and Construction Lender.

C. Pursuant to that certain Bond Purchase and Construction Loan Agreement dated as of [___], 2025, by and among Senior Lender, Borrower, Construction Lender, U.S. Bank National Association, a national banking association, as bondowner representative and as sole lead arranger, and sole bookrunner (the "***Construction Loan Agreement***"), (i) Construction Lender purchased the Series A Bonds for the purpose of funding a loan to Borrower in the original principal amount of $[____] (the "***Series A Loan***"), and (ii) Senior Lender purchased the Series B Bonds for the purpose of funding a loan to Borrower in the original principal amount of $[___] (the "***Series B Loan***" and collectively with the Series A Loan, the "***Construction Loan***").

D. Subject to the terms and conditions set forth in that certain Forward Bond Purchase Agreement dated [___], 2025 ("***FBPA***"), that certain Continuing Covenants Agreement dated [_____], 2025 ("***Continuing Covenants Agreement***"), and that certain [Amended and Restated] Bond Financing Agreement, entered into between Borrower, Senior Lender, and Issuer ("***Bond Financing Agreement***") Senior Lender has agreed to purchase a portion of the Series A Bonds.

E. In connection with Senior Lender's purchase of the Series A Bonds, Borrower has executed and delivered that certain Amended and Restated Promissory Note dated as of even date herewith in the original principal amount of $[_____] (the "***Senior Note***"), to memorialize a loan to Borrower of the same amount (the "***Senior Loan***").

F. The Senior Loan is secured by that certain Amended and Restated Deed of Trust, Assignment of Rents and Security Agreement dated of even date herewith by the Borrower in favor of the Senior Lender (the "***Senior Deed of Trust***"), granting a first priority security interest in the Property.

G. The Borrower has requested the Senior Lender to permit the Subordinate Lender to make a subordinate loan to the Borrower in the amount of $750,000.00 (the "***Subordinate Loan***") and to secure the Subordinate Loan by, among other things, placing a mortgage lien against the Property.

H. The Subordinate Loan will be evidenced by that certain Promissory Note (the "***Subordinate Note***"), dated as of [_____], 2025 made by Borrower and payable to the order of Subordinate Lender.

I. The Subordinate Loan will be secured by that certain Deed of Trust dated as of [_____], 2025 by Borrower in favor of Subordinate Lender (the "***Subordinate Deed of Trust***").

J. The Senior Lender has agreed to permit the Subordinate Lender to make the Subordinate Loan and to place a subordinate mortgage lien against the Property subject to all of the conditions contained in this Agreement.

NOW, THEREFORE, in order to induce the Senior Lender to permit the Subordinate Lender to make the Subordinate Loan to the Borrower and to place a subordinate mortgage lien against the Property, and in consideration thereof, the Senior Lender, the Subordinate Lender and the Borrower agree as follows:

1. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

"Affiliate" means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which controls such Person (the term

"control" for these purposes shall mean the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner of, a partnership, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over an entity, and control shall be conclusively presumed in the case of the ownership of 50% or more of the equity interests).

"Borrower" means the Person named as such in the first paragraph of this Agreement and any other Person (other than the Senior Lender) who acquires title to the Property after the date of this Agreement.

"Business Day" means any day other than Saturday, Sunday or a day on which the Senior Lender is not open for business.

"Default Notice" means: (a) a copy of the written notice from the Senior Lender to the Borrower stating that a Senior Loan Default has occurred under the Senior Loan; or (b) a copy of the written notice from the Subordinate Lender to the Borrower stating that a Subordinate Loan Default has occurred under the Subordinate Loan. Each Default Notice shall specify the default upon which such Default Notice is based.

"Person" means an individual, estate, trust, partnership, corporation, limited liability company, limited liability partnership, governmental department or agency or any other entity which has the legal capacity to own property.

"Senior Lender" means the Person named as such in the first paragraph on page 1 of this Agreement. When any other Person becomes the legal holder of the Senior Note, such other Person shall automatically become the Senior Lender.

"Senior Loan Default" means the occurrence of an "Event of Default" as that term is defined in the Senior Loan Documents.

"Senior Loan Documents" means the Continuing Covenants Agreement, the Senior Note, the Senior Deed of Trust and all other documents evidencing, securing or otherwise executed and delivered in connection with the Senior Loan.

"Subordinate Lender" means the Person named as such in the first paragraph on page 1 of this Agreement and any other Person who becomes the legal holder of the Subordinate Note after the date of this Agreement.

"Subordinate Loan Default" means a default by the Borrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

"Subordinate Loan Documents" means the Subordinate Note, the Subordinate Deed of Trust and all other documents evidencing, securing or otherwise executed and delivered in connection with the Subordinate Loan.

2. Permission to Place Deed of Trust Lien Against Property.

The Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Property contained in the Senior Loan Documents and subject to the provisions of this Agreement, to permit the Subordinate Lender to record the Subordinate Deed of Trust and other recordable Subordinate Loan Documents against the Property (which are subordinate in all respects to the lien of the Senior Deed of Trust) to secure the Borrower's obligation to repay the Subordinate Note and all other obligations, indebtedness and liabilities of the Borrower to the Subordinate Lender under and in connection with the Subordinate Loan. Such permission is subject to the condition that each of the representations and warranties made by the Borrower and the Subordinate Lender in Section 3 is true and correct on the date of this Agreement and on the date on which the proceeds of the Subordinate Loan are disbursed to the Borrower. If any of the representations and warranties made by the Borrower and the Subordinate Lender in Section 3 is not true and correct on both of those dates, the provisions of the Senior Deed of Trust and Senior Loan Documents applicable to unpermitted liens on the Property shall apply.

3. Borrower's and Subordinate Lender's Representations and Warranties.

The Borrower and the Subordinate Lender each makes the following representations and warranties to the Senior Lender:

(a) Subordinate Note. The Subordinate Note shall be deemed to contain the following provision:

> The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by that certain Amended and Restated Note (the "Senior Note") in the original principal amount of $[_____] executed by Borrower payable to Cedar Rapids Bank and Trust Company, an Iowa state-chartered banking corporation (the "Senior Lender"), to the extent and in the manner provided in that certain Subordination and Standstill Agreement dated as of _____, 202__, by and among the City of Pueblo, a municipal corporation, the Borrower and the Senior Lender (the "Subordination Agreement"). The deed of trust securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of that certain Amended and Restated Deed of Trust, Assignment of Rents and Security Instrument by Borrower for the benefit of Senior Lender securing the Senior Note as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note under the deed of trust securing this Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of this Note, to have agreed to perform and observe all

of the terms, covenants and conditions to be performed or observed by the Subordinate Lender (as defined in the Subordination Agreement) under the Subordination Agreement.

(b) Relationship of Borrower to Subordinate Lender and Senior Lender. The Subordinate Lender is not an Affiliate of the Borrower and is not in possession of any facts which would lead it to believe that the Senior Lender is an Affiliate of the Borrower.

(c) Term. The term of the Subordinate Note does not end before the term of the Senior Note.

(d) Subordinate Loan Documents. The executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, Senior Lender prior to the date of this Agreement. Upon execution and delivery of the Subordinate Loan Documents, Borrower shall deliver to Senior Lender an executed copy of each of the Subordinate Loan Documents.

(e) Senior Loan Documents. Upon execution and delivery of the Senior Loan Documents, Borrower shall deliver to Subordinate Lender an executed copy of each of the Senior Loan Documents.

4. Terms of Subordination.

(a) Agreement to Subordinate. The Senior Lender and the Subordinate Lender agree that: (i) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement to the prior payment in full of the indebtedness evidenced by the Senior Loan Documents, and (ii) the Subordinate Deed of Trust and the other Subordinate Loan Documents are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Deed of Trust and the other Senior Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the Senior Deed of Trust and the other Senior Loan Documents (including but not limited to, all sums advanced for the purposes of (1) protecting or further securing the lien of the Senior Deed of Trust, curing defaults by the Borrower under the Senior Loan Documents or for any other purpose expressly permitted by the Senior Deed of Trust, or (2) constructing, renovating, repairing, furnishing, fixturing or equipping the Property).

(b) Subordination of Subrogation Rights. The Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of the Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Property which (but for this subsection) would be senior to the lien of the Senior Deed of Trust, then, in that event, such lien shall be subject and subordinate to the lien of the Senior Deed of Trust.

(c) Payments Before Senior Loan Default. Until the Subordinate Lender receives a Default Notice of a Senior Loan Default from the Senior Lender, the Subordinate

Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents.

(d) Payments After Senior Loan Default. The Borrower agrees that, after it receives notice (or otherwise acquires knowledge) of a Senior Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Deed of Trust) without the Senior Lender's prior written consent. The Subordinate Lender agrees that, after it receives a Default Notice from the Senior Lender with written instructions directing the Subordinate Lender not to accept payments from the Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Deed of Trust) without the Senior Lender's prior written consent. If the Subordinate Lender receives written notice from the Senior Lender that the Senior Loan Default which gave rise to the Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by the Senior Lender, the restrictions on payment to the Subordinate Lender in this Section 4 shall terminate, and the Senior Lender shall have no right to any subsequent payments made to the Subordinate Lender by the Borrower prior to the Subordinate Lender's receipt of a new Default Notice from the Senior Lender in accordance with the provisions of this Section 4(d).

(e) Remitting Subordinate Loan Payments to Senior Lender. If, after the Subordinate Lender receives a Default Notice from the Senior Lender in accordance with subsection (d) above, the Subordinate Lender receives any payments under the Subordinate Loan Documents, the Subordinate Lender agrees that such payment or other distribution will be received and held in trust for the Senior Lender and unless the Senior Lender otherwise notifies the Subordinate Lender in writing, will be promptly remitted, in kind to the Senior Lender, properly endorsed to the Senior Lender, to be applied to the principal of, interest on and other amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By executing this Agreement, the Borrower specifically authorizes the Subordinate Lender to endorse and remit any such payments to the Senior Lender, and specifically waives any and all rights to have such payments returned to the Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by the Subordinate Lender, and remitted to the Senior Lender under this Section 4, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to the Senior Lender waive any Subordinate Loan Default which may arise from the inability of the Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

(f) Agreement Not to Commence Bankruptcy Proceeding. The Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings with respect to the Borrower, without the Senior Lender's prior written consent.

5. Default Under Subordinate Loan Documents.

(a) Notice of Default and Cure Rights. The Subordinate Lender shall deliver to the Senior Lender a Default Notice within five Business Days in each case where the Subordinate Lender has given a Default Notice to the Borrower. Failure of the Subordinate Lender to send a Default Notice to the Senior Lender shall not prevent the exercise of the Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. The Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within 60 days following the date of such notice; provided, however that the Subordinate Lender shall be entitled, during such 60-day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents to the extent permitted under Section 5(b). All amounts paid by the Senior Lender in accordance with the Senior Loan Documents to cure a Subordinate Loan Default shall be deemed to have been advanced by the Senior Lender pursuant to, and shall be secured by the lien of, the Senior Deed of Trust.

(b) Subordinate Lender's Agreement to Standstill. If a Subordinate Loan Default occurs and is continuing, the Subordinate Lender agrees that, without prior written notice to Senior Lender, it will not accelerate the Subordinate Loan, commence foreclosure proceedings with respect to the Property, collect rents, appoint (or seek the appointment of) a receiver or institute any other collection or enforcement action.

(c) Cross Default. The Borrower and the Subordinate Lender agree that a Subordinate Loan Default shall constitute a Senior Loan Default under the Senior Loan Documents and the Senior Lender shall have the right to exercise all rights or remedies under the Senior Loan Documents in the same manner as in the case of any other Senior Loan Default. If the Subordinate Lender notifies the Senior Lender in writing that any Subordinate Loan Default of which the Senior Lender has received a Default Notice has been cured or waived, as determined by the Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the Senior Loan shall be reinstated, provided, however, that the Senior Lender shall not be required to return or otherwise credit for the benefit of the Borrower any default rate interest or other default related charges or payments received by the Senior Lender during such Senior Loan Default.

6. Default Under Senior Loan Documents.

(a) Notice of Default and Cure Rights. The Senior Lender shall deliver to the Subordinate Lender a Default Notice within five Business Days in each case where the Senior Lender has given a Default Notice to the Borrower. Failure of the Senior Lender to send a Default Notice to the Subordinate Lender shall not prevent the exercise of the Senior Lender's rights and remedies under the Senior Loan Documents, subject to the provisions of this Agreement. The Subordinate Lender shall have the right, but not the obligation, to cure any such Senior Loan Default as provided below. Subordinate Lender may have up to 60 days from the date of the Default Notice to cure any monetary default under the

Senior Loan Documents; provided, however, that the Senior Lender shall be entitled during such 60-day period to continue to pursue its remedies with respect to the Property. Subordinate Lender may have up to 60 days from the date of the Default Notice to cure a non-monetary default if during such 60-day period Subordinate Lender keeps current all payments required by the Senior Loan Documents. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Property, or Senior Lender's secured position relative to the Property, as determined by Senior Lender in its sole discretion, then Senior Lender may exercise during such 60-day period all available rights and remedies to protect and preserve the Property and the rents, revenues and other proceeds from the Property. All amounts paid by the Subordinate Lender to the Senior Lender to cure a Senior Loan Default shall be deemed to have been advanced by the Subordinate Lender pursuant to, and shall be secured by the lien of, the Subordinate Deed of Trust.

(b) Cross Default. The Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a Senior Loan Default shall not constitute a default under the Subordinate Loan Documents if no other default occurred under the Subordinate Loan Documents until the Senior Lender has taken affirmative action to exercise its rights under the Senior Deed of Trust to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the Senior Deed of Trust. At any time after a Senior Loan Default is determined to constitute a default under the Subordinate Loan Documents, the Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time the Borrower cures any Senior Loan Default to the satisfaction of the Senior Lender, as evidenced by written notice from the Senior lender to the Subordinate Lender, any default under the Subordinate Loan Documents arising from such Senior Loan Default shall be deemed cured and the Subordinate Loan shall be retroactively reinstated as if such Senior Loan Default had never occurred.

7. Conflict.

The Borrower, the Senior Lender and the Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the Senior Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of the Senior Lender and the Subordinate Lender in the Property; (b) the timing of the exercise of remedies by the Senior Lender and the Subordinate Lender under the Senior Deed of Trust and the Subordinate Deed of Trust, respectively; and (c) solely as between the Senior Lender and the Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which the Senior Lender and the Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any Senior Loan Default or Subordinate Loan Default, as the case may be; give the Borrower the right to notice of any Senior Loan Default or Subordinate Loan Default, as the case may be other than that, if any, provided, respectively under

the Senior Loan Documents or the Subordinate Loan Documents; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

8. Rights and Obligations of the Subordinate Lender Under the Subordinate Loan Documents and of the Senior Lender under the Senior Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(a) Protection of Security Interest. The Subordinate Lender shall not, without the prior written consent of the Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that the Subordinate Lender shall have the right to advance funds to cure Senior Loan Defaults pursuant to Section 6(a) above and advance funds pursuant to the Subordinate Deed of Trust for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Property and curing other defaults by the Borrower under the Subordinate Loan Documents.

(b) Condemnation or Casualty. In the event of: a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Property (collectively, a "Taking"); or the occurrence of a fire or other casualty resulting in damage to all or a portion of the Property (collectively, a "Casualty"), at any time or times when the Senior Deed of Trust remains a lien on the Property the following provisions shall apply:

(1) The Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subordinate in all respects to the Senior Lender's rights under the Senior Loan Documents with respect thereto, and the Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by the Senior Lender; provided, however, this subsection and/or anything contained in this Agreement shall not limit the rights of the Subordinate Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Taking and/or Casualty; and

(2) all proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied to payment of the costs and expenses of repair and restoration in the manner determined by the Senior Lender in its sole discretion; provided, however, that if the Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the Senior Loan shall be paid to, and may be applied by, the Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents, provided however, the Senior Lender agrees to consult with the Subordinate Lender in determining the application of Casualty proceeds, provided further however that in the event of any disagreement between the Senior Lender and the Subordinate

Lender over the application of Casualty proceeds, the decision of the Senior Lender, in its sole discretion, shall prevail.

(c) No Modification of Subordinate Loan Documents. The Borrower and the Subordinate Lender each agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of the Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon the Senior Lender under the Senior Loan Documents. Any unauthorized amendment of the Subordinate Loan Documents or assignment of the Subordinate Lender's interest in the Subordinate Loan without the Senior Lender's consent shall be void ab initio and of no effect whatsoever and Subordinate Lender agrees that it shall not transfer or assign the Subordinate Loan or the Subordinate Loan Documents without the prior written consent of the Senior Lender.

9. Stabilization, Modification or Refinancing of Senior Loan.

The Subordinate Lender consents to any agreement or arrangement in which the Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money.

10. Default by the Subordinate Lender or Senior Lender.

If the Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting lender shall have the right to all available legal and equitable relief.

11. Notices.

Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the Senior Lender or the Subordinate Lender is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

SENIOR LENDER:

Cedar Rapids Bank and Trust Company
500 1st Avenue NE, Suite 100
Cedar Rapids, Iowa 52401
Attention: Josh Burgett

With a copy to:

Winthrop & Weinstine, P.A.
225 South 6th Street, Suite 3500
Minneapolis, Minnesota 55402
Attention: Robert P. Singleton

SUBORDINATE LENDER:

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

With a copy to:

City of Pueblo Law Department
1 City Hall Place
Pueblo, CO 81003
Attention: City Attorney

BORROWER:

Compass Pointe, LP
c/o Kittle Property Group, Inc.
310 East 96th Street, Suite 400
Indianapolis, Indiana 46240
Attention: Jeffrey L. Kittle

With a copy to:

[_____]
[_____]
[_____]
Attention: [_____]

Either party may, by notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

12. General.

(a) Assignment/Successors. This Agreement shall be binding upon the Borrower, the Senior Lender and the Subordinate Lender and shall inure to the benefit of the respective legal successors and assigns of the Senior Lender and the Subordinate Lender.

(b) No Partnership or Joint Venture. The Senior Lender's permission for the placement of the Subordinate Loan Documents does not constitute the Senior Lender as a joint venturer or partner of the Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.

(c) Senior Lender's and Subordinate Lender's Consent. Wherever the Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever the Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) Further Assurances. The Subordinate Lender, the Senior Lender and the Borrower each agree, at the Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Deed of Trust is subordinate to the lien, covenants and conditions of the Senior Deed of Trust, or to further evidence the intent of this Agreement.

(e) Amendment. This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) Governing Law. This Agreement shall be governed by the laws of the State in which the Property is located.

(g) Severable Provisions. If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) Term. The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the Senior Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which the Subordinate

Lender is obligated to remit to the Senior Lender pursuant to Section 4 hereof; (iii) the acquisition by the Senior Lender of title to the Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Senior Deed of Trust; or (iv) the acquisition by the Subordinate Lender of title to the Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Deed of Trust, but only if such acquisition of title does not violate any of the terms of this Agreement.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

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

SENIOR LENDER:

CEDAR RAPIDS BANK AND TRUST COMPANY, an Iowa state-chartered banking corporation

By: _____
Josh Burgett
Vice President

STATE OF IOWA)
)
COUNTY OF LINN)

The foregoing instrument was acknowledged before the this ___ day of _____, 2025, by Josh Burgett, a Vice President of Cedar Rapids Bank and Trust Company, an Iowa state-chartered banking corporation, on behalf of said state-chartered banking corporation.

_____
Notary Public

SUBORDINATE LENDER:

CITY OF PUEBLO, a municipal corporation

By: _____
Name: _____
Its:_____

STATE OF COLORADO)
)
COUNTY OF _____)

This instrument was acknowledged before me this ___ day of _____, 2025, by _____, the _____ of the City of Pueblo, a Colorado municipal corporation, for and on behalf of said municipal corporation.

_____
Notary Public

BORROWER:

COMPASS POINTE, LP, a
Colorado limited partnership

By: Compass Pointe GP, LLC, a
Colorado limited liability company, its
General Partner

By: _____
Jeffrey L. Kittle
Manager

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this ___ day of _____, 2025, by Jeffrey L. Kittle, the Manager of Compass Pointe GP, LLC, a Colorado limited liability company, the General Partner of Compass Pointe, LP, a Colorado limited partnership, for and on behalf of said limited partnership.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

[To be inserted]

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HUD Environmental Review Online System (HEROS)Skip navigation

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7015.16 – Authority to Use Grant Funds

Project Name: Compass-Pointe-Project

Do not complete this screen until all appropriate waiting periods have elapsed.

Were any objections received to releasing the funds?

- ○ Yes
- ◉ No

If yes, upload objections received and the response: Upload

Upload any additional materials that should be attached to this form, such as a letter authorizing the release of fun here: Upload

To: (Name & address of Grant Recipient & name & title of Chief Executive Officer)

PUEBLO
2631 E 4th St
2ND FLLOR
Pueblo
Colorado

Copy To: (name & address of SubRecipient)

We received your Request for Release of Funds and Certification, form HUD-7015.15 on: 5/23/25

Your Request was for HUD/State Identification Number: M-17-DC-08-0205, M-18-DC

Program Activity/Project Description

The proposed project, called Compass Pointe, will consist of new construction of 192 housing units built into 6 buildings that will be located on the 15.48 acre Parcel #0428200007, located South of Oakshire Lane, West of Beaumont Street, North of E 13th Street, and East of the US Veterans Affairs Department within Pueblo, Colorado 81001. The project activities will consist of all planning, engineering, site work, and construction necessary to produce the housing units.

The project is intended to serve a major need in the Pueblo community by helping fill a the housing gap.

The site for the proposed project is adjacent to the Veterans Affairs Office, a solar garden, park, and single-family neighborhoods. There is ease of access to Highway 50 and Highway 47, a transit stop within 225 feet, and close

☑ **All objections, if received, have been considered. And the minimum waiting period has transpired. You are hereby authorized to use funds provided to you under the above HUD/State Identification Number. File this form for proper record keeping, audit, and inspection purposes.**

Name of Authorizing Officer: Samuel L. Potter

Title of Authorizing Officer: Acting CPD Director

Date: 6/9/25

To return form 7015.16 to the Responsible Entity, select Assign Review in the side menu. Assign the review t the RE contact as directed by your local HUD office.

You are strongly encouraged to follow up with your Responsible Entity contact by phone or email to confirm this form was received.

Go Back Continue

Auto-logout in 19:58

This HEROS version was deployed on Fri Nov 15, 2024 at 21:52

KUTAK ROCK COMMENTS 6/13/2025
DWT COMMENTS 6/28/2025

CITY OF PUEBLO
AFFORDABLE HOUSING DEVELOPMENT AGREEMENT
(RENTAL DEVELOPMENT)

This Agreement is made and entered into this ___ day of July, 2025 ("Effective Date") by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City"), Kittle Property Group, Inc., an Indiana Corporation (hereinafter referred to as "Developer"), and Compass Pointe, LP, a Colorado limited partnership (hereinafter referred to as "Owner").

WITNESSETH, that:

WHEREAS, the City has entered into agreements with the U.S. Department of Housing and Urban Development ("HUD"), whereby federal financial assistance may be made available to City on behalf of the Pueblo Consortium ("Consortium"), established under Agreements between City and Pueblo County, Colorado ("County"), as a Participating Jurisdiction for the purpose of expanding the availability of affordable housing pursuant to the HOME Investment Partnerships Act (the "Act") (42 U.S.C. 12701 et seq.), the Cranston-Gonzales National Affordable Housing Act and implementing regulations, including but not limited to those at 24 CFR Part 92; and

WHEREAS, in accordance with the provisions of the Act and 24 CFR Sections 92.200 and 92.205, a portion of such financial assistance, subject to de-obligation (and subject to appropriation with respect to any assistance payable out of future fiscal year allotments), may be made available to qualifying non-profit entities for the purpose of carrying out specific elements of the participating jurisdiction's housing strategy, including new construction of affordable rental housing; and

WHEREAS, Developer has submitted a project proposal for new construction of rental housing to create affordable housing in fulfillment of a portion of the City's and Consortium's housing strategy and has been selected to receive a loan for such project; and

WHEREAS, Developer has represented to City and the Consortium that it is willing to undertake its proposed affordable housing project, as set forth in its application, as further amended by this Agreement and the attachments hereto; and

WHEREAS, Developer has formed Owner to assemble the financing, acquire the Property (defined in Section 4(b) below) on which the Project will be constructed, and implement the development plan with Developer's assistance; and

WHEREAS, based upon Developer's representations, the Consortium and the City believe Developer and Owner are capable or can reasonably be expected to become capable of carrying out said project, and City is willing to allocate federal funds as a loan to Owner for investment in

housing to be developed, sponsored, or assisted by Developer which will comply with and fulfill said approved elements of City's housing strategy; and

WHEREAS, Developer has applied for and received from the Colorado Housing and Financing Authority a preliminary reservation of Private Activity Bonds in the amount of $38,500,000, and a reservation of Federal Low-Income Housing Tax Credits in the amount of $3,618,656 to develop this project upon placement of the housing in service; and

WHEREAS, Developer warrants and guarantees that as of the date of execution of this Agreement, all necessary financing has been secured, a budget and schedule has been established, underwriting has been completed, and construction is scheduled to start within twelve months of the agreement date in accordance with the definition of "commit to a specific local project," 24 C.F.R. § 92.2; and

WHEREAS, the City is duly authorized to enter into this Agreement for and on behalf of the Consortium and to undertake all actions required by this instrument.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, terms and conditions set forth herein, the parties agree as follows:

1. DEVELOPER SERVICES.

(a) Developer shall, directly or indirectly, in accordance with all applicable federal, state, and local laws and regulations, undertake the construction of a new one hundred ninety-two (192) unit affordable housing project for low to moderate income households, with three (3) of the housing units being assisted hereunder (the "HOME Units"), in furtherance of the Consortium's housing strategy and as approved by the City. The affordable housing project, as described herein, may be referred to as the "Compass Pointe Apartments" or the "Project." Developer may undertake same as the Project sponsor with ownership of the Project to be held by either the Developer or by a limited partnership in which Developer or its affiliate acts as the sole member of the general partner, or by a limited liability company in which Developer is the sole member of the managing member. Developer shall satisfactorily perform and complete, or cause to be performed and completed, all services and items of work, and the furnishing of all labor and materials encompassed within or reasonably necessary to construct all of the improvements for the Project, and accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all of the provisions of this Agreement. Before proceeding with the Project, Developer shall furnish City with all reasonable information which City may request concerning the Project, execute all certifications, security instruments required by this Agreement and applicable laws and regulations, demonstrate eligibility of the Project for assistance under this Agreement and the Act, and obtain the written approval of City's authorized representatives as to the Project, which approval will not be unreasonably withheld. Upon project completion, the HOME Units must meet or exceed the minimum property standards required by 24 CFR 92.251. Owner must continue to maintain the HOME Units in compliance with 24 CFR 92.251 during the period of affordability.

(b) Developer warrants and represents that (i) it has the requisite authority and capacity to perform all terms and conditions on Developer's part to be performed hereunder; (iii) that it is aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 24 CFR Part 92 and those identified in the exhibits hereto; and (iv) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

(c) Time is of the essence hereof. Developer agrees that it shall meet the following deadlines with respect to the Project:

(i) Developer shall obtain satisfactory evidence that the Owner has the financial ability to undertake and construct the Project, including proof that it has secured approval for tax credits, obtained loan commitments for a construction loan and the primary loan permanent financing for the Project, and furnish such evidence to City, on or before August 31, 2025.

(ii) Developer shall obtain commitments for all required loans on or before August 31, 2025

(iii) Developer shall commence construction of the Project not later than October 1, 2025;

(iv) Developer shall substantially complete construction of the Project not later than December 15, 2027; and

(v) Lease-up of the Project shall be accomplished by not later than May 15, 2028.

2. ROLE AND RESPONSIBILITIES OF THE CITY.

Under this Agreement, the City is acting on behalf of the Consortium. Notwithstanding the foregoing, all obligations of Developer under this Agreement shall run directly to City and be fully enforceable by City and in the name of the City. The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement, approval of the Project to be undertaken by Developer hereunder and the disbursement of funds in connection therewith. In the absence of such a designation, the Mayor shall be deemed as City's authorized representative.

3. FINANCIAL ASSISTANCE AND METHOD OF PAYMENT.

(a) Upon execution of all documents required by City, the City will loan to Owner an amount up to that specified in subparagraph (c) of this section as the public investment in the Project assisted under this Agreement. Disbursement of funds to Owner is subject to all of the

following requirements, which shall be conditions precedent to payment: (i) that Owner has expended funds after July 15, 2025 for eligible approved expenditures with respect to the Project, (ii) that neither Developer nor Owner are in default of any material provision of this Agreement nor applicable law or regulation, (iii) that either Developer or Owner has timely submitted requests for disbursement detailing the eligible draw-down items in a format approved by City, (iv) that either Developer or Owner has certified with each payment or loan draw-down request compliance with the requirements identified in Exhibits "C" and "D" and that all expenditures for which draw-down is sought were made for and in furtherance of the Project and are an eligible use of federal assistance under the Act, and (v) that City has timely received from HUD sufficient federal assistance under the Act to pay the disbursement hereunder. Neither Developer nor Owner may request disbursement of funds under the Agreement until the funds are needed for payment of eligible costs, and the amount of each request must be limited to the amount needed.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with HUD regulations including but not limited to those at 24 CFR Part 92, as presently promulgated and as same may be revised from time to time in the future. All payments received by Owner hereunder are subject to repayment by Owner, where Owner shall repay all funds that City as a participating jurisdiction would be required to repay as provided in 24 CFR Part 92. If the HOME Units do not meet the affordability requirements or have not been rented to eligible tenants in accordance with Exhibit "A", such failures shall be a default of this Agreement, any related loan agreement, and the deed of trust (hereinafter referred to as the "Deed of Trust"), and all HOME funds must be returned to City. In case of such default, City may pursue remedies through this Agreement, loan agreements, including any promissory note (hereinafter referred to as the "Promissory Note" or "Note"), and/or the Deed of Trust. Funds provided hereunder for Project may only be used for development costs, as provided in 24 CFR 92.205(d) and 92.206(a), (c) and (d), where such costs can be separated, and funds are only applied to the HOME Units designated for the affordable housing project. Funds committed hereunder meet the requirements of "commit to a specific local project" under 24 CFR 92.504 and 24 CFR 92.2.

(c) The aggregate of all payments made hereunder shall not exceed Seven Hundred, Fifty-Thousand and No/100 Dollars (U.S. $750,000.00).

(d) Upon expiration of the term of this Agreement or upon any prior termination, Developer shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination together with any accounts receivable attributable to the use of funds provided hereunder.

4. TERM OF AGREEMENT; SECURITY.

(a) Unless sooner terminated, the term of this Agreement, for purposes of making the loan and undertaking the construction and completion of the Project, shall be the Effective Date through the period of affordability, which is estimated to end June 15, 2047; provided however, that with the respect to the Project for which Developer and Owner have received financial assistance under and during the term of this Agreement, Developer and Owner shall have

continuing responsibility to comply with the performance, certifications, repayment, nondiscrimination, affirmative marketing, displacement, relocation, acquisition, labor, conflict of interest, housing affordability compliance, recordkeeping, and other requirements of this Agreement, and 24 CFR Part 92 (including, without limitation 24 CFR Sections 92.251, 92.252, 92.350, 92.351, 92.353, 92.354, 92.356, 92.359, and 92.508) which shall survive expiration or termination and remain in effect throughout the required full period of affordability, notwithstanding any prior termination or expiration of this Agreement. As used herein, "period of affordability" shall mean 20 years from the completion of the Project, except that if the assistance provided hereunder is used in connection with other financing insured by HUD under Chapter II of Title 24, Code of Federal Regulations, the period of affordability shall be the full original term of said mortgage or 20 years, whichever is longer.

(b) (i) The full amount of loan assistance provided to Developer and Owner for the Project pursuant to this Agreement shall constitute an indebtedness of the Owner to City which shall be evidenced by the Promissory Note which shall be due and payable with interest as provided therein and which shall be secured by the following described real property, also the legal description of the property where Project will be constructed, situate in the County of Pueblo, State of Colorado, (the "Property"):

LEGAL DESCRIPTION
Add Legal of New Plat

as evidenced by a Deed of Trust to be executed contemporaneously with said Promissory Note (together the "loan instruments"). The addresses of the Project are:

- Clubhouse (primary Project address): 2620 Oakshire Lane, Pueblo, CO 81001
- Residential Building # 1, 2630 Oakshire Lane, Pueblo, CO 81001
- Residential Building # 2, 2640 Oakshire Lane, Pueblo, CO 81001
- Residential Building # 3, 2650 Oakshire Lane, Pueblo, CO 81001
- Residential Building # 4, 2660 Oakshire Lane, Pueblo, CO 81001
- Residential Building # 5, 2670 Oakshire Lane, Pueblo, CO 81001
- Residential Building # 6, 2680 Oakshire Lane, Pueblo, CO 81001

The loan instruments shall require the Owner to pay to City or holder the indebtedness as and to the extent same becomes due under the provisions of the Promissory Note and this Agreement. Owner shall include terms in said Promissory Note and Deed of Trust stating that the amount of the assistance shall continue as an indebtedness until paid in full, and notwithstanding such payment in full, the affordability restrictions described in this Agreement shall continue in effect and be enforceable for the full period of affordability without regard to the term specified in the Note or Deed of Trust for repayment.

(ii) In order to secure the affordability provisions and other requirements of this Agreement, City may, at any time, require an assignment and transfer of said Note and Deed of Trust.

(c) During the full Term of this Agreement and for the period of affordability, (i) any failure by the Owner to perform any obligation, covenant or provision of the Note or this Agreement required to be performed by the Owner, or (ii) any breach of any warranty made by Developer in this Agreement, or (iii) any other violation of any material term of this Agreement or the Deed of Trust given to secure the Note, shall constitute a default under this Agreement. Upon any such default, the City may demand that Owner repay to City the full amount of assistance provided hereunder, plus interest at the rate of four percent (4%) per annum from and after the date of such default. Owner further agrees that no release of any security for the indebtedness or extension of time for payment of same, or any installment thereof, and no alteration, amendment, or waiver of any provision of the Note or the Deed of Trust securing same shall in any manner, release, discharge, modify or affect the obligations of Developer or Owner under this Agreement.

(d) City will provide the Owner, through notice to Jeffrey L Kittle (the Owner's managing partner), a copy of any written notice, at 310 E. 96th Street, Suite 400, Indianapolis, IN 46240. City will allow the Owner thirty (30) days after receipt of such notice to cure or cause the cure of any default under this Agreement or the Loan Documents (as hereinafter defined), or such longer period as is reasonably necessary for the Owner to cure non-monetary defaults provided that Owner commences to cure and continues with due diligence. Copies of any and all notices required to be given by the Owner pursuant to this Agreement shall also be sent, in the same manner as such notice is given to the Owner, to the Owner's limited partners, U.S. Bancorp Community Development Corporation, a Minnesota corporation (the "Federal Limited Partner") and USB Colorado State Investor I, LLC, a Missouri limited liability company (the "State Limited Partner" and, together with the Federal Limited Partner, the "Equity Investor") at the following address: U.S. Bancorp Impact Finance, USB Colorado State Investor I, LLC, c/o U.S. Bancorp Community Development Corporation, 505 North Seventh Street, 10th Floor, SL-MO-T10F, St. Louis, MO 63101, USB Project No: 31544, Attn.: Director of LIHTC Asset Management, with a copy to: Kutak Rock LLP, 1650 Farnam Street, Omaha, NE 68102, Attn: Jill H. Goldstein, Esq.. The Equity Investor may change its address for receipt of copies of notices by giving notice in writing stating its new address to the City. Commencing on the tenth (10th) day after the giving of such notice, the newly designated address shall be effective for purposes of all such copies of notices required to be sent by the City to the Equity Investor.

(e) Notwithstanding anything to the contrary contained in this Agreement, Equity Investor shall have the right, but not the obligation, to cure defaults of Owner.

5. TERMINATION OF AGREEMENT.

(a) For Cause. This Agreement may be terminated by City for cause, including any nonperformance by Developer or Owner, upon ten (10) days' written notice to Developer or Owner, as applicable, including a statement of the reasons therefor, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Director of Housing and Citizen Services whose decision as to both the grounds for termination and the appropriateness thereof shall be final and binding upon both City and Developer. In accordance

with 2 CFR 200.338, cause for termination shall include any material failure by Developer or Owner to comply with any term of this Agreement.

(b) For Convenience. This Agreement may be terminated for convenience in accordance with the provisions of 2 CFR 200.339. This Agreement shall terminate immediately upon any non-appropriation of funds, or upon any suspension or non-receipt of federal assistance provided to City under the Act, regardless of cause.

(c) Post Termination Procedures. In the event of termination, Developer and Owner shall continue to be responsible for those matters which survive termination identified in Paragraph 4 above, unless City takes over the Project and, in connection therewith, prospectively releases Developer and Owner from one or more specific responsibilities in writing. Additionally, at City's sole option, all property acquired by Developer and Owner with loan funds, all loan funds, program income, and mortgage loans originated with loan funds or by payments therefrom and payments received under such mortgage loans, held, owned or retained by Developer or Owner shall immediately become the sole and separate property of the City, and Developer and Owner shall perform all acts and execute all instruments necessary to transfer and assign such property, funds, income, and mortgage loans to City. All finished or unfinished documents, data, studies, reports and work product prepared by Developer, Owner, or their agents and assigns under this Agreement or with loan funds shall, at the option of the City, become its property, and Developer or Owner, as applicable, shall be entitled to receive just and equitable compensation only for satisfactory work completed and eligible costs for which compensation has not previously been paid nor reimbursement made.

6. ASSIGNABILITY.

This Agreement shall not be assigned or transferred by Developer or Owner without the prior written consent of the City; provided however, that this limitation shall not be construed to prohibit Developer from undertaking activities under this Agreement with the Owner meeting the requirements of Section 1(a) of this Agreement. Notwithstanding the foregoing, nothing in the Loan Documents shall limit or restrict the ability of Equity Investor to transfer, sell or assign its ownership interest in Borrower, from time to time, without consent of the City, provided that said Equity Investor remains liable for payment of any then unpaid capital contributions to Owner, as and when payable, as set forth in Owner's Amended and Restated Agreement of Limited Partnership (the "Partnership Agreement"), notwithstanding any such transfer, sale or assignment. In particular, the City hereby consents to any transfers, sales or assignments of limited partnership interests in Owner to any affiliate of the Equity Investor or any entity in which the Equity Investor, or an affiliate, is the manager or managing general partner and agrees that such transfers shall not constitute defaults under this Agreement or the Loan Documents.

7. CONFLICT OF INTEREST.

HOME Regulation 24 CFR Part 92.356 is incorporated herein by reference, and sets forth applicable laws and regulations that apply to Conflict of Interest. Developer shall avoid all

conflicts prohibited by applicable regulations, including but not limited to those set forth in 24 CFR Part 92 as presently promulgated and as same may be revised from time to time in the future.

8. DEVELOPER RECORDKEEPING.

Developer shall maintain records as to the Project work and activities undertaken with assistance hereunder, services provided, reimbursable expenses incurred in connection with the Project and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. Developer agrees to comply with all applicable uniform administrative requirements described or referenced in 24 CFR Part 92. The compliance provisions attached as Exhibit "B" hereto are made a part of this Agreement, and Developer agrees to perform and comply with same. The City, HUD, the Comptroller General of the United States, the Inspector General of HUD, and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of Developer and the Owner which relate to this Agreement for the purpose of making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may, at any time during the period of affordability or within five (5) years thereafter, require all of Developer's and the Owner's financial records relating to this Agreement to be turned over to the City.

9. MONITORING AND EVALUATION.

The City shall have the right to monitor and evaluate the progress and performance of Developer and Owner to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with HUD's, City's, and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review Developer's performance using on-site visits, progress reports required to be submitted by Developer, audit findings, disbursement transactions and contact with Developer as necessary. Developer and Owner shall furnish to the City monthly or quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Developer and Owner shall fully cooperate with City relating to such monitoring and evaluation.

10. DEVELOPER FILES AND INFORMATION REPORTS.

Developer shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances, activity reports, and program income. These records shall be retained by Developer for a period of five (5) years, except that with respect to the Project undertaken with assistance provided hereunder, such records shall be maintained for the full required period of affordability and for the five (5) years thereafter. Activity reports shall be submitted monthly or quarterly no later than the ninth (9^{th}) day of the month following the end of month or quarter for which the report is submitted.

11. INDEPENDENCE OF DEVELOPER.

Nothing herein contained nor the relationship of Developer and Owner to the City, which relationships are expressly declared to be that of an independent contractor, shall make or be construed to make Developer or the Owner, or any of Developer's or Owner's agents or employees, the agents or employees of the City. Both Developer and Owner shall be solely and entirely responsible for their acts and the acts of their agents, employees, and subcontractors.

12. LIABILITY & INSURANCE.

(a) As to the City, Developer and Owner agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Developer and Owner or by the conditions created thereby. Developer and Owner further agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property, or based upon or arising out of the performance, nonperformance, or breach of this Agreement by Developer or Owner, or out of any violation by Developer or Owner of any statute, ordinance, rule or regulation.

(b) Developer and Owner agree that each shall procure and will maintain during the term of this Agreement, such insurance as will protect the respective parties from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease, or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (c).

(c) The minimum insurance coverage which Developer and Owner shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado.

(ii) Comprehensive General and Automobile Liability Insurance with limits not less than One Million and No/100 Dollars ($1,000,000.00) per person and occurrence for personal injury, including but not limited to death and bodily injury, and One Million and No/100 Dollars ($1,000,000.00) per occurrence for property damage.

(d) Owner further agrees that it shall procure and maintain, at Owner's expense, hazard and fire insurance upon the property described in the Deed of Trust on an "all risk" form in such amounts as City's Department of Housing and Citizen Services may require, but in any event, for not less than the amount of all liens against the Property and the amount of funds provided to Owner by City pursuant to this Agreement. Owner shall furnish a certificate of insurance

certifying such coverage to City's Director of Finance prior to disbursement of any funds to Owner. Both said certificate of insurance and the policy procured by the Owner shall name the City as an additional loss payee.

13. CERTIFICATIONS.

Developer agrees to execute and abide by the certifications contained in Exhibit "D" hereto, which are hereby expressly made a part of this Agreement.

14. PROGRAM INCOME; REVERSION OF ASSETS

(a) Unless otherwise authorized by City in writing in a separate instrument executed after date of this Agreement, all program income shall be returned to City within thirty (30) days of receipt by Developer. In the event City authorizes Developer to retain any portion of program income, it shall only be used to accomplish the work set forth in the Scope of Services, and the amount of loan funds payable by City to Developer shall be adjusted as provided by 24 CFR 92.503.

(b) Upon expiration of the term of this Agreement, or upon any prior termination, Developer shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination together with any accounts receivable attributable to the use of funds provided hereunder.

(c) The HOME Units within the Project and the Property, and any other real property acquired, constructed, or improved in whole or in part with funds provided pursuant to this Agreement shall be used as affordable rental housing within the meaning of 24 CFR 92.252 for the full period of affordability as defined in Paragraph 4 hereof. In the event the Project, the Property or such other property ceases to be so used, Owner shall be in default under the Deed of Trust and Note, and Owner shall immediately pay to City the greater of (i) an amount equal to the current market value of the Project and Property less any portion of the value attributable to expenditures of funds not provided under this Agreement for the construction of the Project or acquisition of, or improvement to, the Property (that is, the calculation of the portion of value attributable to expenditures not provided by City under this agreement shall be the market value multiplied by a fraction whose numerator is the total Project cost or costs of acquisition determined as of the date of Project completion less the amount of assistance provided by City and whose denominator is the total Project cost or cost of acquisition determined as of the date of Project completion) or, (ii) the remaining principal balance and accrued interest owing under the Note. The affordability requirements apply without regard to the term of any loan or mortgage, repayment of the HOME investment, or transfer of ownership. The use restriction and repayment obligation set forth in this subparagraph shall survive termination or expiration of this Agreement and shall be fully enforceable and subject to collection by City or HUD in accordance with applicable laws. Owner and any transferee shall comply with the requirements of this paragraph and execute a Deed of Trust which shall be and constitute a lien upon the Property and all other real property acquired or improved with funds provided hereunder, and which shall secure the

affordability requirements hereunder. City shall have the right of first refusal to purchase the housing before foreclosure or deed in lieu of foreclosure in order to preserve affordability. City will have the authority to and may require specific performance to enforce the terms of this Agreement and any affordability requirements.

(d) In the event City incurs any cost or expense in enforcing the requirements of this Agreement, including but not limited to the requirements of this Paragraph 14, or in bringing any action to recover the amount of any repayment obligation, or, upon assignment of the Note and the Deed of Trust, to foreclose or obtain sale under the Deed of Trust or mortgage instrument, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

(e) To further ensure that the funds provided hereunder do not constitute an investment of more HOME funds than are necessary to provide affordable housing (as required by 24 CFR 92.250(b)), Owner shall retain ownership of the Project for a period of not less than 20 years from and after the completion of the Project. Consequently, in the event the Owner should sell or voluntarily transfer title to the Project, the Property, or other real property or improvements constructed or improved with funds provided pursuant to this Agreement, within 20 years after substantial completion of the Project or said improvements, any loan agreement, Note and Deed of Trust shall provide that the entire indebtedness under the Note shall immediately become due and payable and shall be collected and repaid to City, together with interest thereon at the rate of four percent (4%) per annum from the time of substantial completion until said repayment is made; provided, however, such repayment shall not be required to the extent permitted by federal law, if the City has granted prior written approval of the sale or transfer, and the acquirer of the Property becomes subject to this Agreement, all HOME affordability restrictions, and the obligations of the Owner under this Agreement, the Note, and Deed of Trust have been assigned to and assumed by the purchaser, then Owner shall no longer be indebted to City and the City shall look to the purchaser for performance of any remaining obligations hereunder. If Owner is a limited partnership, nothing in this subparagraph (e), nor in subparagraph (f) of this Paragraph 14, is intended to prohibit a transfer of ownership from Owner to any general partner or limited partner in Owner as long as the transferee remains subject to this Agreement, all HOME affordability restrictions, and the obligations of the Owner under this Agreement, the Note, and Deed of Trust.

(f) It is the intent of the parties that C.R.S. § 38-30-165 and any similar statute hereafter enacted, be preempted under federal law and regulations in order to maintain affordability of the HOME Units within the Property. Consequently, any loan agreement between City and the Owner and the Note and Deed of Trust executed by the Owner (collectively, the "Loan Documents") shall not be assumable, and the indebtedness shall be due and payable upon sale, transfer, or assignment, or any attempted sale, transfer, or assignment of the Property by the Owner, unless all of the following circumstances are demonstrated to exist: (i) more than 20 years have elapsed since the substantial completion of the Project, (ii) the senior lien holders also consent to assumption of the mortgage or obligation to which the Deed of Trust is subordinate, (iii) the sale of the Property is to a subsequent purchaser who agrees in writing to comply with the affordability requirements of this Agreement and applicable requirements, including those set forth at 24 CFR, 92.252, (iv) the sale price and payment of principal, interest, property taxes and insurance by the subsequent

purchaser must permit the HOME Units to remain affordable for the remaining period of affordability specified in this Agreement, with affordability determined by applicable regulations and requirements, and (v) both the City and the holder of the Note expressly consent to assumption of the Owner's obligations under any loan agreement and the Note by the subsequent purchaser prior to sale or transfer, which consent shall be granted only upon the Owner's showing circumstances (i) through (iv) have or will be satisfied.

(g) Notwithstanding anything to the contrary in this Agreement or the Loan Documents, the Owner may transfer its interest in the Project and the Property to Developer or Owner's general partner and the Equity Investor may transfer its interests to the Developer or Owner's general partner without prior consent from the City.

15. SPECIAL REQUIREMENTS APPLICABLE TO IMPROVEMENTS TO PROPERTY.

(a) In addition to all procurement requirements otherwise applicable to the Project pursuant to any other provision of this Agreement or pursuant to any requirement of law or regulation incorporated in this Agreement by reference, Developer and Owner shall comply with all requirements of this Paragraph 15.

(b) No improvements shall be undertaken to the Property or other real property with funds (or reimbursement) provided hereunder unless and until: (i) plans and specifications therefor have been prepared by either a registered Professional Engineer in good standing and duly licensed to practice in the State of Colorado or an Architect duly licensed and authorized to conduct a practice of architecture in the state of Colorado; (ii) such plans and specifications have been filed with the City and approved by both the City's designated representative and the City's Director of Public Works; and (iii) all construction contracts for improvements for which funds are provided from City shall have been awarded only after an open, competitive bidding process which has been approved by City's Director of Purchasing and which allows qualified contractors to reasonably participate in the competitive bidding procedures; provided, however, that the open competitive bidding process required herein need not follow the City's procurement requirements for City improvements. Developer or Owner may submit its proposed bidding process to the City for review and approval or disapproval prior to receipt of any funds hereunder.

(c) No disbursement of funds to Developer or Owner shall be made by City hereunder unless and until all conditions precedent to payment specified elsewhere in this Agreement have been satisfied and Developer or Owner files with City's Director of Housing and Citizen Services a written request for payment signed by an officer of the General Partner of Owner that certifies (i) that the amounts included in the request for payment have not been included in any prior request for payment, (ii) that the improvements listed therein for which payment is sought are being constructed in accordance with the approved plans and specifications therefor, and (iii) that the improvements for which payment is sought are being constructed so as to comply with City of Pueblo building codes and Section 8 Housing Quality Standards.

(d) [Reserved]

(e) Every contract for construction of improvements, and all lower tier covered transactions, shall include a requirement that the contractor, subcontractor, or vendor certify that neither it nor its principal is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federally funded project.

(f) Developer and Owner shall, at Developer's and Owner's sole expense, provide for relocation assistance to persons displaced as a result of the Project, if any, in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and applicable implementing regulations, and in accordance with 24 CFR 92.353.

16. RECOGNITION OF HUD, CITY.

In all printed materials, Project descriptions, and other activities undertaken with funds provided under this Agreement, Developer and/or Owner shall provide recognition that funds have been provided by the U.S. Department of Housing and Urban Development and the City of Pueblo. Recognition shall be accomplished by prominent disclosure of the role of HUD and the City in all such printed materials and Project signage, if any.

17. AFFIRMATIVE FAIR HOUSING MARKETING PLAN.

For all programs assisting five or more households, Developer has established procedures and will take steps necessary to affirmatively further Fair Housing in accordance with City policies, attached hereto in Exhibit "G", and federal regulations codified at 24 CFR 570.487(b) and 24 CFR 92.351, respective of CDBG/HOME funding. Developer has submitted to the City HUD Form 92243, Affirmative Fair Housing Marketing Plan, outlining its strategy to encourage those who are least likely to apply for the services funded by this Agreement.

18. ENTIRE AGREEMENT; AMENDMENTS; COUNTERPARTS.

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto with respect to the Project and supersede all prior written and oral agreements, understandings, or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provision of this Agreement, shall be binding unless made in writing and executed by the duly authorized officers of the Developer, Owner, and City. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement.

19. GOVERNING LAW AND VENUE.

This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

20. SIGNATURES.

The persons signing this Agreement on behalf of Developer and Owner respectively represent and warrant that such persons and Developer and Owner have the requisite power and authority to enter into, execute, and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Developer and Owner enforceable against Developer and Owner, as applicable, in accordance with its terms. This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Developer, Owner, and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

ATTEST:

CITY OF PUEBLO,
A Municipal Corporation

_____
City Clerk

By: _____
Heather Graham, Mayor

[S E A L]

Date: _____

DEVELOPER:

KITTLE PROPERTY GROUP, INC.,
an Indiana corporation

By: _____
Jeffrey L. Kittle
President

Date: _____

OWNER:

COMPASS POINTE, LP,
a Colorado limited partnership

By: Compass Pointe GP, LLC,
a Colorado limited liability company,
its General Partner

By: _____
Jeffrey L. Kittle
Manager

Date: _____

KUTAK ROCK COMMENTS 6/13/2025
DWT COMMENTS 6/28/2025

SCHEDULE OF EXHIBITS

Exhibit A	Statement of Project/Scope of Work
Exhibit B	Accounting System Compliance Provisions
Exhibit C	Federal Debarment Certification
Exhibit D	Certifications
Exhibit E	Annual Rent Reporting Form for Monitoring
Exhibit F	Section 3
Exhibit G	Affirmative Fair Housing Marketing Procedures

Also, available on request:

- Technical Guide for Determining Income and Allowances for the HOME Program
- HOME Monitoring Forms

EXHIBIT A
STATEMENT OF PROJECT/SCOPE OF WORK

STATEMENT OF PROJECT AND SCOPE OF WORK:

General Description

The Project will consist of the construction of 192 apartment rental units. The HOME funds will be used for the costs associated with the construction of three (3) HOME Units. These HOME Units will be **floating** units for the purposes of accounting for the HOME per unit subsidies and affordability requirements. **Floating** HOME Units will be maintained during the period of affordability, meet the requirements of 24 CFR Part 92, and each substituted HOME Unit will be comparable in terms of size, features, and number of bedrooms to the originally designated HOME Unit.

The Developer agrees to perform the work described under the Project/Work Description of the City HOME application for funding in compliance with all the provisions of this Agreement. The Developer warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on the Developer's part to be performed hereunder.

HOME Units

Based on preliminary budget figures of $74,000,000.00 provided in the Application for HOME funds, and $750,000.00 of available HOME funds, three (3) units must be HOME Units for the affordability period.

The actual per unit HOME subsidy amount is:

1-bedroom (40% AMI) - $200,000

2-bedroom (60% AMI) - $250,000

3-bedroom (60% AMI) - $300,000

.

Rent Limits – 24 CFR 92.252

Rent Limitation. HUD provides the following maximum HOME rent limits. The rent limits apply to the rent inclusive of utilities or the utility allowance. The maximum HOME rents ("High HOME Rents") are the lesser of:

(1) The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or

(2) A rent that does not exceed 30 percent of the adjusted income of a family whose annual income equals 65 percent of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit. The HOME rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions.

Additional rent limitations ("Low HOME Rents"). The participating jurisdiction may designate (in its written agreement with the project owner) more than the minimum HOME units in a rental housing project, regardless of project size, to have Low HOME Rents that meet the requirements of this paragraph (b). In rental projects with five or more HOME-assisted rental units, at least 20 percent of the HOME-assisted units must be occupied by very low-income families and meet one of the following rent requirements:

(1) The rent does not exceed 30 percent of the annual income of a family whose income equals 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD provides the HOME rent limits which include average occupancy per unit and adjusted income assumptions. However, if the rent determined under this paragraph is higher than the applicable rent under paragraph (a) of this section, then the maximum rent for units under this paragraph is that calculated under paragraph (a) of this section.

(2) The rent does not exceed 30 percent of the family's adjusted income. If the unit receives Federal or State project-based rental subsidy and the very low-income family pays as a contribution toward rent not more than 30 percent of the family's adjusted income, then the maximum rent (i.e., tenant contribution plus project-based rental subsidy) is the rent allowable under the Federal or State project-based rental subsidy program.

The unit composition and initial rent for each HOME Unit per month shall be established according to TABLE 1 (inclusive of the utility allowance; set according to the Section 8 RAD Housing Assistance Payments contract). The HOME units are targeted to serve families below 50% area median income. At a minimum, HOME requires all units designated as HOME Units be occupied by families with incomes below 60% of the Area Median Income (AMI). And, 20% of the designated HOME Units must be occupied by families whose income is below 50% AMI. Income averaging of HOME Units is NOT allowed.

Table 1	HOME Unit Composition and Initial Rent inclusive of Utilities			
Unit Type	Total Monthly Rent Low HOME Limit (inclusive of utility allowances)	Number of HOME Units Reserved for Families Below 50% AMI	Total Monthly Rent High HOME Limit (inclusive of utility allowances)	Number of HOME Units Reserved for Families Between 50% & 60% AMI
One-Bedroom	$956	1	$959	0
Two-Bedroom	$1,147	0	$1,258	1
Three-Bedroom	$1,326	0	$1,626	1
Four Bedroom	$1,480	0	$1,790	0

The total 192 units to be built are as follows:

48 - One-Bedroom units at approximately 722 sq. ft.;
72 – Two-Bedroom units at approximately 952 sq. ft.;
64 – Three-Bedroom units at approximately 1,152 sq. ft.
8 – Four-Bedroom units at approximately 1,309 sq. ft.

Initial distribution of HOME Units are as follows:

1-bedroom (40% AMI) - Floating

2-bedroom (60% AMI) - Floating

3-bedroom (60% AMI) - Floating

Owner is prohibited from charging fees that are not customarily charged in rental housing, except for extra services voluntarily provided by Owner, such as bus transportation or meals.

The Owner shall provide the address (e.g., street address and apartment number) of each HOME Unit no later than the time of initial occupancy.

Violence Against Women Act (VAWA)

VAWA requirements set forth in 24 C.F.R. § 92.359 and 24 CFR part 5, subpart L, apply to rental housing assisted with HOME funds, and therefore apply to this Project. The Developer will comply with these requirements by providing the notification requirements, bifurcation lease requirements, the VAWA lease term/addendum, and will develop and submit to the City a copy of the Emergency Transfer Plan.

Change Orders

Once final development plans have been approved by the City, it is the Developer's responsibility to notify the City of any problems the contractor has in conforming to the accepted plans for any element of the proposed Project prior to construction.

It is the responsibility of the Developer during construction activities to resolve construction problems due to changed conditions or design errors encountered by the contractor during the progress of any portion of the Project. If, in the opinion of the City, the modifications to the accepted plans proposed by the Developer involve significant changes to the character of the work, or to the future contiguous public or private improvements, the Developer shall be responsible for resubmitting the revised plans to the City for acceptance prior to any further construction related to that portion of the Project. Any improvements not constructed in accordance with the accepted plans, or the accepted revised plans, shall be removed and reconstructed according to the approved plans. The City shall be notified of any changes to the originally accepted plans and/or any accepted revised plans.

The Developer shall be in compliance with any "General Notes" found on the accepted plans.

Davis Bacon

Based on the number of HOME Units assisted, compliance with the Davis-Bacon Act **is NOT triggered**.

Section 3 Economic Opportunity

Because this agreement is for an amount greater than $200,000.00, the City's Section 3 Plan must be implemented by the Developer. The Section 3 Compliance Plan is made a part of this Agreement as Exhibit "F." The Compliance Plan must be a part of all bid documents for the Project (contracts and subcontracts), and the Section 3 Clause must be a part of all bid processes and contracts.

The Policies and Procedures for Section 3, which include the Compliance Plan, are available for the Developer's review upon request.

Debarred Contractors

The Developer must ensure compliance with 2 CFR 180 and 2 CFR 200.2424 regarding Debarred Contractors through use of the Federal Debarment Certification, attached as Exhibit "C." Additionally, the Developer shall provide verification of contractor/subcontractor eligibility by providing active, non-excluded, eligibility documentation from the www.sam.gov entity database.

Procurement

Developer will ensure that all procurement transactions are conducted in a manner providing full and open competition consistent with the standards of Title 24 of the Code of Federal Regulations. The bid process must allow for preference to a certified Section 3 business concern.

Environmental Assessment

[Reserved]

Native American Tribal Issues

In the event of an inadvertent discovery (cultural resources and/or human remains), a Stop Work Order on construction activities must be issued and immediate notification provided to the Authority so that notification can be provided to Native American Tribes with an interest in the area. Construction shall cease until proper treatment of cultural resources and/or human remains is achieved and such notification has been provided by the affected tribe to the Authority.

Tenant Selection, Income, and Lease

Owner shall be responsible for tenant selection and for verifying the income of all tenants at the time of application, as well as during the required annual recertification, and providing copies of all pertinent documentation to the City upon request.

1) Timing: The HOMEU must be occupied by households that are eligible as low- income families and must meet the requirements of 24 C.F.R. § 92.252 to qualify as affordable housing. If the

housing is not occupied by eligible tenants within six (6) months following the date of Project completion, Owner will submit marketing information and, if appropriate, submit a marketing plan. Owner will repay HOME funds invested in any housing unit that has not been rented to eligible tenants within eighteen (18) months after the date of project completion in accordance with the terms of this Agreement.

2) Income Verification at Occupancy: Owner shall determine tenant income eligibility at the time of initial tenancy by using 24 C.F.R. § 92.203 and Part Five of HUD's income determination schedule. Source documentation must be obtained and verified in accordance with the Part Five income definition. Under this income verification method, income from certain assets must also be included. Guidance on calculating incomes under the Part Five definition shall be provided by the Housing Authority upon request.

   Total income is based on the income of the entire household (not just the primary tenant), as further defined under Part Five income definitions. Further, income is based on anticipated income and shall take into account any expected changes in income to the extent possible.

3) Income Re-certification: Owner shall re-certify annually the income of all current tenants on the anniversary date of each lease. Re-certification at this time can consist of a written statement and certification from the household with regards to current income and household size. The certification must state that the information is complete and accurate and must indicate that source documentation will be provided upon request. An owner of a multifamily project with an affordability period of 10 years or more who re-examines tenant's annual income through a statement and certification in accordance with § 92.203(a)(1)(ii), must examine the income of each tenant, in accordance with § 92.203(a)(1)(i), every sixth year of the affordability period. Otherwise, an owner who accepts the tenant's statement and certification in accordance with § 92.203(a)(1)(ii) is not required to examine the income of tenants in multifamily or single-family projects unless there is evidence that the tenant's written statement failed to completely and accurately state information about the family's size or income.

4) Tenant Lease: Owner must execute a written lease and Rules of Occupancy statement with every Project tenant covered under this agreement. The lease between a tenant and the Owner shall be for not less than twelve (12) months, unless by mutual written agreement. At no time will a lease be for less than thirty (30) days. The written agreement between the Owner and the tenant for a lease term of less than one (1) year, along with any lease amendments, must be retained in the tenant file. Termination of tenancy may be for cause only. All leases must be written and comply with the terms of 24 C.F.R. § 92.253.

5) Prohibited Lease Terms: The lease between a tenant and the Owner **may not** contain any of the following provisions:

   i. Agreement to be sued or indemnify: Agreement by tenant to be sued, admit guilt, indemnify owner, or consent to a judgment in favor of the Owner in a lawsuit brought in connection with the lease.

   ii. Treatment of property: Agreement by tenant that the owner may seize or sell personal

property of household members without notice to the tenant and a court decision on the rights of the parties. (This provision does not apply to disposition of personal property left by a tenant who has vacated a property.)

iii. Excusing Owner from responsibility: Agreement by the tenant not to hold the Owner or the Owner's agents legally responsible for actions or failure to act, whether intentional or negligent.

iv. Waiver of notice: Agreement by the tenant that the Owner may institute a lawsuit without notice to the tenant.

v. Waiver of legal proceedings: Agreement by tenant that the Owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense or before a court decision on the rights of the parties

vi. Waiver of a jury trial: Agreement by the tenant to waive any right to a jury trial.

vii. Waiver of right to appeal court decision: Agreement by tenant to waive the tenant's right to appeal or otherwise challenge in court a decision in connection with the lease.

viii. Tenant chargeable with cost of legal actions regardless of outcome: Agreement by the tenant to pay attorney fees or other legal costs even if the tenant wins the court proceeding by the Owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

Tenant Selection

Prior to any tenancies, the Owner shall adopt written tenant selection policies and criteria and comply with 24 C.F.R. § 92.253.

Monitoring Schedule

The City monitors for compliance with HOME requirements annually. The Owner will be responsible for reporting beneficiary and rent data on each HOME Unit on HOME Monitoring Checklist 6-D (attached as Exhibit "E") throughout each year. Additionally, on-site monitoring to inspect individual HOME Units (a minimum of 20%), review of rent and occupancy requirements, review of the lease in effect and tenant selection policies, and other items noted in this Agreement will be conducted in the first year of this Agreement, and every subsequent year for the duration of the period of affordability.

KUTAK ROCK COMMENTS 6/13/2025
DWT COMMENTS 6/28/2025

EXHIBIT B
ACCOUNTING SYSTEM COMPLIANCE PROVISIONS

1. As used in this Exhibit, the term "Developer" shall mean the entity or entities entering into the Agreement with the City of Pueblo, a Municipal Corporation, to which this Exhibit is attached.

2. Developer is subject to and shall comply with the requirements of 2 CFR Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3. Developer agrees to maintain Project and accounting records in accordance with generally accepted accounting principles which accurately reflect all costs chargeable to the Project, utilize adequate internal controls, and maintain source documentation for all costs incurred. The City shall have the right to review and approve Developer's account system and internal controls prior to the release of any funds under the Agreement.

4. During the preconstruction and construction phases of the Project, the Developer shall not materially deviate from any approved Project budget unless any proposed major revision thereto has been submitted to City and approved in writing, which the City shall approve or disapprove within then ten days of receipt thereof (and any failure to approve or disapprove shall be deemed approval). Change orders that do not require the prior consent of U.S. Bank National Association, as senior construction lender for the Project, shall not be deemed to be material deviations or major revisions to the Project budget.

5. Nothing in the Agreement or the Exhibits thereto shall obligate City to any third parties nor to any contractors, subcontractors, consultants, suppliers or workmen who have contracted with Developer or provided any materials or services to Developer.

6. The City has the right to periodically perform interim audits and a final audit of the Project and funds provided under the Agreement. Developer shall fully cooperate with City in undertaking any such audit and shall provide a suitable work area for City's audit personnel to inspect and copy records.

EXHIBIT C

FEDERAL DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510*, *Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733).***

****** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE ******

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Organization Name PR/Award Number or Project Name

_____

Name(s) and Title(s) of Authorized Representative(s)

_____ _____

Signature(s) Date

Federal Debarment Certification – continued on following page

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

EXHIBIT D
CERTIFICATIONS

The entity entering into this Agreement with the City hereby certifies that the Project will be conducted and administered in compliance with all of the following requirements:

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;

(4) Section 3 of the Housing and Urban Development Act of 1968, as amended;

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

(7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

(8) The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

(9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;

(10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

(11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

(12) The applicable regulations, policies, guidelines and requirements of Subpart J of 24 CFR 570 and 2 CFR Part 200, as they relate to the acceptance and use of federal funds under this federally-assisted program;

(13) The Clean Air Act (42 U.S.C. 7401 et seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];

(14) HUD environmental criteria and standards [24 CFR Part 51, Environmental Criteria and Standards];

(15) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303(e));

(16) The Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;

(17) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1272 et seq.) as amended; particularly section 7 (b) and (c) [16 U.S.C. 1278 (b) and (c)];

(18) The Reservoir Salvage Act of 1960 916 U.S.C. 469 et seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;

(19) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(20) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.); particularly sections 2 and 5;

(21) It will comply with the Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.);

(22) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and

(23) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).

(24) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provisions of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

(25) No CDBG funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed, in accordance with 24 CFR Parts 87 and 91.

(a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(26) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. CPD-90-44 EPA/OSHA.

(27) When HOME Investment Partnership Act funds are used, the Subrecipient will comply with implementing regulations and requirements under 24 CFR 92.

OWNER:

COMPASS POINTE, LP,
a Colorado limited partnership

By: COMPASS POINTE GP, LLC,
a Colorado limited liability company, its general partner

By:

_____
Name, Title

Date: _____

KUTAK ROCK COMMENTS 6/13/2025
DWT COMMENTS 6/28/2025

EXHIBIT E

Project Name: _____ Owner Name: _____

Project ID: _____ Reporting Period: from _____ to _____

B	C	D	E	F	G	H	I	J	K
v or High ME Rent Unit?	Tenant Name	No. Pers.	No. BR's	Date of Last Income Cert.	Max Rent	Utility Allowance	Monthly Unit Rent	Tenant's Annual Gross Income	Compliance Y/N?

Reviewer: _____ Date: _____

EXHIBIT F
CITY OF PUEBLO, SECTION 3 PROGRAM

Developer's HOME Funding Application
Exhibit XII – Section 3 Project Plan

Policies & Procedures
Implementing Section 3
of the Housing & Urban Development Act

An

Orientation Guide
for Contractors, Developers, and Sub-Grantees
doing business with the City of Pueblo

Introduction

This guidebook has been prepared to provide information and guidance to firms and entities receiving housing or community development assistance covered under Section 3 of the Housing and Urban Development Act of 1968. This guidance should outline for recipients how the City of Pueblo through the Department of Housing and Citizen Services shall administer the Section 3 Regulations. This guide should not be treated as a comprehensive recitation of the Section 3 Act and Section 3 Regulations. It is a summary of the pertinent provisions of the Act and Regulations and focuses on the requirements imposed on the Sub-Recipient, Developer, General Contractor, and Subcontractor receiving the requisite amount of Section 3 Funds.

The City of Pueblo reminds each Sub-Recipient, Developer, General Contractor and Subcontractor that it bears the responsibility to familiarize itself with the Section 3 Act and Section 3 Regulations prior to accepting projects covered by Section 3 from the City of Pueblo.

City of Pueblo's Policy Statement

The City of Pueblo, through the Department of Housing & Citizen Services (DHCS) will require recipients of HUD sourced funds to provide employment and contracting opportunities to low- and very low-income persons (as defined in 24 CFR Part 75.5) residing in the City of Pueblo and the greater Pueblo Metropolitan Statistical Area (MSA) and to area businesses meeting the definition of a "Section 3 Business Concern" (as defined by 24 CFR Part 75.5) on all Section 3 Covered Projects. Accordingly, DHCS has implemented policies and procedures to ensure that Section 3 regulations, when required, are followed and shall develop programs and procedures as necessary to implement this policy covering all procurement contracts where labor and/or professional services are provided on a Section 3 covered project, in order to achieve the goals outlined within the City of Pueblo's Consolidated Plan for Housing and Community Development. This policy shall not apply to contractors who only furnish materials or supplies through Section 3 covered assistance. It will apply to contractors who install materials or provide equipment on a Section 3 covered project. There is nothing in the policy that should be construed to require the employment or contracting of a Section 3 resident or business who does not meet the qualifications of the position to be filled or who cannot fulfill the contract requirements.

What is Section 3?

Section 3 refers to Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u) and its implementing federal regulations in 24 C.F.R. 75. The purpose of Section 3 is to ensure that employment and economic opportunities generated by certain financing provided by the U.S. Department of Housing and Urban Development (HUD) is, to greatest extent feasible, directed to low-and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities to low- and very-low income persons.

The City of Pueblo has set forth policies and procedures to ensure that employment and economic opportunities generated by Section 3 covered projects, to the greatest extent feasible, are directed to low- and very low-income persons and business concerns.

What Projects are Section 3 Covered Projects?

Section 3 policies are applicable to all **HUD sourced construction projects or HUD sourced construction financing** when the total amount of assistance to the project exceeds a threshold of **$200,000** related to:

- Housing rehabilitation and housing construction; and
- Other public construction funded by HUD programs to provide community development financial assistance.

Section 3 policies also apply to HUD sourced **lead hazard reduction projects** or financing when the total amount of assistance to the project exceeds a threshold of **$100,000**.

Who are Section 3 Workers?

Section 3 worker means any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- Participants in YouthBuild Programs; or,
- The worker is employed by a Section 3 business concern; or
- The worker's income for the previous or annualized calendar year is below the annual income limit established by HUD, currently:

Pueblo County	1
Section 3 Worker 2022 Annual Income	$46,050

Targeted Section 3 worker means:

- A Section 3 worker employed by a Section 3 business concern; or
- A Section 3 worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years (effective date 11/30/2020):
  - (i) Living within the service area or the neighborhood of the project (within one mile of the project or an area sufficient to encompass a population of 5000 people; or
  - (ii) A YouthBuild participant.

What is a Section 3 Business Concern?

A business meeting at least one of the following criteria, documented within the last six-month period:

- Is a business that is 51% or more owned and controlled by low- or very low-income persons; or
- Is a business that is 51% or more owned and controlled by current public housing residents or residents who currently live in Section 8-assissted housing; or
- Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers.

Section 3 Employment and Contracting Goals

The City of Pueblo / Pueblo Consortium provides HOME funds from the U.S. Department of Housing and Urban Development (Federal funds) which must comply with Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires that economic opportunities that are generated by the use of Federal funds be made available to low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.

Section 3 establishes employment benchmark goals of:

- **25% of total labor hours worked by Section 3 workers, and**
- **5% of total labor hours worked by Targeted Section 3 workers.**

These procedures summarize the requirements of Section 3 and describe how the City of Pueblo and the Pueblo Consortium implement the requirements. The procedures outline what the City/Consortium and its housing partners must do to comply with Section 3 and identify the record-keeping and reporting requirements that funded entities must collect and maintain.

The Section 3 implementing regulations, 24 CFR part 75, can be found at www.ecfr.gov.

Section 3 applies to Section 3 projects funded by the City of Pueblo and the Pueblo Consortium as follows [24 CFR 75.3(a)(2)(i)]:

A Section 3 project means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of $200,000. A lower assistance threshold of $100,000, applies when assistance from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z- 1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 *et seq.*); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

For projects with HOME assistance exceeding the threshold limits, Section 3 applies to the entire project, whether the project is fully or partially assisted with HOME funds [24 CFR 75.3(a)(2)(iii)].

Section 3 requirements do not apply to material supply contracts [24 CFR 75.3(b)].

Section 3 Employment and Training

Recipient is defined as the entity receiving HOME funds and/or a HOME commitment in excess of the threshold amount. $200,000 for most HUD programs and $100,000 for activities funded through the Office of Lead Hazard Control and Healthy Homes.

To comply with Section 3 regulations, the Recipient must, to the greatest extent feasible, ensure employment and training opportunities arising in connection with the Section 3 project is provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located [24 CFR 75.19(a)(1)].

Where feasible, priority for opportunities and training should be given to [24 CFR 75.19(a)(2)(i-ii)]:

- Section 3 workers residing within the service area or the neighborhood of the project, and
- Participants in YouthBuild programs.

Section 3 Contracting

To comply with Section 3 regulations, the Recipient must, to the greatest extent feasible, ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located [24 CFR 75.19(b)(1)].

Where feasible, priority for contracting opportunities should be given to [24 CFR 75.19(b)(2)(i-ii)]:

- Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- YouthBuild programs.

Section 3 Reporting requirements

To comply with Section 3 regulations, the Recipient must report [24 CFR 75.25(a)]:

- The total number of labor hours worked;
- The total number of labor hours worked by Section 3 workers; and
- The total number of labor hours worked by Targeted Section 3 workers.

The labor hours reported must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors [24 CFR 75.25(a)(3)].

In order to meet Section 3 reporting requirements, Recipients may report labor hours by Section 3 workers and Targeted Section 3 workers from professional services without including labor hours from professional services in the total number of labor hours worked for the project [24 CFR 75.25(a)(4)].

Additional Reporting if Section 3 Benchmarks are not met [24 CFR 75.25(b)]

If the Recipient's reporting indicates the Section 3 benchmarks have not been met, the Recipient must report on the nature of activities pursued in the absence of not meeting Section 3 benchmarks (see Form S3c).

Section 3 Contract Provisions

Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project [24 CFR 75.27(a)] (see Form "Additional Reporting").

Section 3 business concern means (24 CFR 75.5):

(1) A business concern meeting at least one of the following criteria, documented within the last six- month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 worker means (24 CFR 75.5):

(1) Any worker who currently fits or when hired within the past five years (time period only goes back to the 24 CFR 75 effective date of 11-30-2020) fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Targeted Section 3 worker means [24 CFR 75.21(a)]:

A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired five years (time period only goes back to the 24 CFR 75 effective date of 11-30-2020) fit at least one of the following categories, as documented within the past five years:

(i) Living within the service area or the neighborhood of the project, as defined in § 75.5; or

(ii) A YouthBuild participant.

Penalties

In the event the developer fails to meet its commitments and cannot demonstrate to the City of Pueblo or the Pueblo Consortium's satisfaction that good faith efforts have been made to fulfil their commitments, it shall be subject to penalties for non-compliance as enumerated in the construction documents or the Affordable Housing Development Agreement between the Consortium member and the developer. A penalty for non-compliance up to 5% of loan/grant amount may be assessed per the Affordable Housing Development Agreement. A penalty of debarment may additionally be imposed by the City of Pueblo or Consortium member.

Exhibits to Section 3 Policies and Procedures

Form	Description	
S3a	Certificate of Section 3 Compliance and Section 3 Clause S3b	Parties Involved Form
S3c	Weekly Hours Worked Certification	
S3d	Section 3 Worker Certification	
S3e	Section 3 Business Certification	

Form S3a (page 1 of 2) Recipient must complete form and submit to Consortium.

CITY OF PUEBLO / PUEBLO CONSORTIUM
CDBG / HOME INVESMENT PARTNERSHIP FUND

SECTION 3 CERTIFICATION

PURPOSE, AUTHORITYAND RESPONSIBILITY

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that promotes local economic development and individual self-sufficiency.

Section 3 requires that, to the greatest extent possible, economic opportunities that are generated by the use of HUD funds be made available to low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended. Section 3 established benchmark goals for (a) 25% of total labor hours worked by Section 3 workers; and (b) 5% of total labor hours worked by Targeted Section 3 workers.

_____ (hereinafter called the Recipient/Contractor) hereby **CERTIFIES** that upon being awarded a contract to participate in the following HUD-funded project:

_____ (the "Project")

located at:_____,

that the Recipient/Contractor:

(a) is under no contractual or other impediment that would prevent it from complying with requirements of Section 3 as set forth in 24 CFR part 75; and

(b) will comply with HUD's regulations in 24 CFR Part 75; and

(c) will submit to the City of Pueblo or Pueblo Consortium Member, appropriate Section 3 documentation of total labor hours performed per contractor/subcontractor, certifications of Section 3 workers, and confirmation of Section 3 business concerns and YouthBuild participants; and

(d) will include the Section 3 Clause and this Section 3 Certification of Compliance in every subcontract and further agrees to take the appropriate action pursuant to those regulations in the event the contractor/subcontractor is found to be in violation of 24 CFR Part 75; and

(e) will not contract/subcontract with any contractor/subcontractor where the Recipient/Contractor has notice or knowledge that the contractor/subcontractor has been found in violation of any provision of 24 CFR Part 75.

By: _____ Authorized Representative's Signature

Name and Title: _____

Date: _____

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3), contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

D. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Form S3b
Recipient must complete this form and submit to Consortium.

Parties Involved Form

Project Name

_____

Owner Name	
Contact Name	
Email Address	
Address	
City, State, Zip	
Phone	

Developer	
Contact Name	
Email Address	
Address	
City, State, Zip	
Phone	

GC	
Contact Name	
Email Address	
Address	
City, State, Zip	
Phone	

Subcontractor	
Contact Name	
Email Address	
Address	
City, State, Zip	
Phone	

Subcontractor	
Contact Name	
Email Address	
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City, State, Zip	
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Phone	
Phone	

Subcontractor	
Contact Name	
Email Address	
Address	
City, State, Zip	
Phone	
Phone	

Form S3c (Page 1 of 3) Each Contractor, Subcontractor, Lower-tier Subcontractor must complete this form and submit to Recipient, who in turn submits to Consortium.
Note: Form must be completed for each pay period of the Project.

city of PUEBLO colorado

Section 3 Weekly Hours Worked Report

Date:		**Contractor:**	
Pay Period:		**Address:**	
Project:		**City:**	
Address:		**State:**	
City:		**Zip Code:**	

Employee	Emp. No.	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)	Total Hours Worked on the Project during Pay Period	Section 3 Hours Worked	Targeted Section 3 Hours Worked	Sec 3 %	Targeted Sec. 3 %
Totals								

Signature:	

Date:	

Definitions

Section 3 worker means (24 CFR 75.5):

(1) Any worker who currently fits or when hired within the past five years (time period only goes back to the 24 CFR 75 effective date of 11-30-2020) fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Targeted Section 3 worker means [24 CFR 75.21(a)]:

A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired five years (time period only goes back to the 24 CFR 75 effective date of 11-30-2020) fit at least one of the following categories, as documented within the past five years:

(i) Living within the service area or the neighborhood of the project, as defined in § 75.5; or

(ii) A YouthBuild participant.

Section 3 business concern means (24 CFR 75.5):

(1) A business concern meeting at least one of the following criteria, documented within the last six- month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Additional Reporting if Section 3 Benchmarks are not met [24 CFR 75.25(b)]

If the Recipient's reporting indicates the Section 3 benchmarks have not been met, the Recipient must report on the nature of activities pursued in the absence of not meeting Section 3 benchmarks. In the absence of not meeting Section 3 benchmarks, the Recipient made efforts including (check all that apply and provide documentation of effort(s)):

___ Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

___ Provided training or apprenticeship opportunities.

___ Provided technical assistance to help Section 3 workers compete for jobs (*e.g.,* resume assistance, coaching).

___ Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

___ Held one or more job fairs.

___ Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.,* work readiness activities, interview clothing, test fees, transportation, child care).

___ Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

___ Assisted Section 3 workers to obtain financial literacy training and/or coaching.

___ Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

___ Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

___ Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

___ Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

Additional Reporting if Section 3 Benchmarks are not met [24 CFR 75.25(b)] (Cont.)

__ Promoted use of business registries designed to create opportunities for disadvantaged and small
businesses.

__ Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2)
of the Workforce Innovation and Opportunity Act.

__ Other, please describe:_____

By signing this document, as an authorized employee of the Recipient, I certify the above efforts are true and accurate to the best of my knowledge and belief.

_____

Recipient Signature Date

Section 3 Worker Certification

Employee Name Project Name

Employee's Address City State Zip

Section 3 worker means (24 CFR 75.5):

(1) Any worker who currently fits or when hired within the past five years (time period only goes back to the 24 CFR 75 effective date of 11-30-2020) fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD (see the following income limits).
(ii) The worker is employed by a Section 3 business concern.
(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Pueblo County 2022 Income Limit	
Section 3 Worker's Annual Income	$46,050

By signing this document, I certify that I am a Section 3 worker because I fit into one or more categories listed above.

Signature Date

Section 3 Business Certification

If your business meets at least one of the categories listed below, please complete this form.

Business Name			
Business Address	City	State	Zip
Contact Name	Email		Phone

Section 3 business concern means (24 CFR 75.5):

(1) A business concern meeting at least one of the following criteria, documented within the last six- month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

By signing this document, I certify _____ is a Section 3 business concern because it fits into one or more categories listed

above.

Signature Title

Date

EXHIBIT G

City of Pueblo
Department of Housing and Citizen Services

Affirmative Fair Housing Marketing Procedures

It is the policy of the Department of Housing and Citizen Services to administer its housing programs affirmatively, as to achieve a condition in which individuals of similar income levels in the same housing market area have a like range of housing choices available to them regardless of their race, color, religion, sex, sexual orientation, handicap, familial status or national origin. Each applicant for participation in the Department's housing programs shall pursue affirmative fair housing marketing policies in soliciting buyers and tenants, in determining their eligibility, and in concluding sales and rental transactions.

METHODS AND PRACTICES FOR INFORMING THE PUBLIC

In order to inform the public, owners, and prospective tenants about federal fair housing laws and the City's affirmative marketing policies, the developer will include the Equal Housing Opportunity logotype and/or slogan, and a logotype and/or slogan indicating equality, non-discrimination, and equal access, in all press releases, solicitations, and program information materials.

The City shall develop an outreach plan each year, which will include, singularly or in combination, advertisements in local newspapers, public service announcements, distribution of fair housing brochures at relevant events, community presentations, or other outreach activities to inform the community about fair housing rights and responsibilities.

REQUIREMENTS AND PRACTICES FOR OWNERS

All developers who receive funds from the City are required to enter into loan and regulatory agreements with the City prior to receiving any funds. These agreements are designed to bind the recipients to all of the program requirements, including the affirmative fair marketing procedures. Developers receiving federal funds are required to create units that are accessible to people with disabilities. At least five percent of the new units must be accessible to people with mobility impairments and at least two percent must be accessible to people with hearing or vision impairments.

In addition to Federal laws requiring units for people with physical disabilities, Fair Housing laws require owners to make reasonable accommodations or modifications for people with all types of disabilities. In doing so, recipients are required to make and pay for structural modifications to dwelling units and common areas when needed as a reasonable accommodation for tenants or applicants with disabilities. In such cases where providing a requested accommodation would result in an undue financial and administrative burden, developers are required to take any other action that would not result in an undue burden.

Recipients must submit proposed marketing and management plans on the form HUD-935.2(a) for

multifamily projects or 935.2(b) for single-family projects, along with supporting documentation to the City for review and approval. Prior to commencing marketing activities, owners will be required to meet with City staff to review the proposed marketing strategy to ensure that affirmative marketing efforts will be employed.

Management plans must include policies for ensuring reasonable accommodation for persons with disabilities. Management plans must also contain policies and provisions for recordkeeping and monitoring.

Marketing plans must include information on strategies for reaching persons and groups not likely to apply including, but not limited to, households with a disabled member. Marketing plans must also include procedures for ensuring that accessible units are occupied by people with disabilities who require accessible features, as described below.

Marketing plans must include the use of the fair housing logotype and/or slogan, and use of a logotype and/or slogan and fair housing posters must be displayed at the project rental or sales office. Owners are required to advertise in newspapers of general circulation, and to provide notice to community groups when units become available.

Marketing strategies must include use of a welcoming statement to encourage people with disabilities to apply for units, as well as a description of available units, accessible features, eligibility criteria, and the application process.
Marketing plans must indicate that qualified applicants with disabilities who request accommodations shall receive priority for the accessible units. Open houses and marketing offices must be accessible to allow disabled persons to visit the site and retrieve information about accessible units.

PROCEDURES FOR OUTREACH TO PERSONS LEAST LIKELY TO APPLY

Owners are required to engage in special outreach to persons and groups in the housing market area who, in the absence of such outreach are not likely to apply for the housing. In determining what special outreach is needed, Owners should take into account past patterns of discrimination, the racial and ethnic makeup of the neighborhood, language barriers, location, or other factors that might make it less likely that some persons and groups (a) would be aware of the availability of the housing or (b) would be likely to apply for the housing.

In particular, owners are required to advertise in media, which are reasonably likely to reach such targeted groups, and to provide notice to community organizations, fair housing agencies, and other similar organizations. A list of local disability organizations and community development boards will be provided by DHCS upon request. Multilingual advertising is encouraged where such efforts would result in reaching persons and groups not likely to apply.

SPECIFIC PROCEDURES FOR ENSURING THAT ACCESSIBLE UNITS ARE OCCUPIED BY PEOPLE WITH DISABILITIES WHO REQUIRE ACCESSIBLE FEATURES

Outreach by owners to the community shall include the distribution of notices describing:

- the availability of all units;

- specific information regarding the availability and features of accessible units;
- eligibility criteria; and
- application procedures.

All application forms shall include information indicating that people with disabilities requiring accessible features shall receive priority for accessible units. The application must include a section to be filled out by any applicant requesting an accommodation with details on the applicant's special needs for accessible features or other accommodations. Under no circumstance should an applicant be required to disclose a disability unless requesting an accommodation. This will allow developers to provide, upfront, any necessary accessible features and/or accommodations for those people requesting accommodations.

Owners shall take reasonable nondiscriminatory steps to maximize the utilization of accessible units by eligible individuals whose disability requires the accessibility features of the particular unit. To this end, any vacant, accessible unit should first be offered to a current, disabled tenant of the same project or comparable project under the owner's control.
The disabled occupant must require the features in the vacant unit and must be occupying a unit not having such features. If no such occupant exists, the developer shall then offer the unit to a qualified applicant on the waiting list who has a disability requiring the accessibility features of the unit.

Furthermore, when offering an accessible unit to applicants without disabilities, the owner may require such applicants to agree to move to a non-accessible unit when one becomes available or when the accessible unit is needed by a disabled household. Such an agreement may be incorporated into the lease.

***Note*:** An owner may not prohibit an eligible family with a member who has a disability from accepting a non-accessible unit, which may become available before an accessible unit. Owners are required to modify such a non-accessible unit as needed or move a disabled household into a unit that can be altered, unless the modifications would result in an undue financial and administrative burden or alteration in the nature of a program. All applicants should be provided information about how to request a reasonable accommodation at the time they apply for admission and at every recertification.

RECORDKEEPING AND MONITORING

Owners must maintain records for at least five years regarding marketing and tenant selection practices. Upon request, Owners are required to submit to the City copies of all advertisements indicating the date the advertisements were placed and the media outlets which were used.
Owners must also provide copies of notices sent to community groups and a listing of those groups to which notices were sent. Owners must maintain records regarding the characteristics of persons applying for vacant units, and the characteristics (including race and familial status) of persons actually selected for the units. Owners' records must also include the number, location, and description of accessible units, and success in filling such units with people who need accessible features or other accommodations. In addition, Owners should document any reasonable accommodations made to, or requested by, tenants during the reporting year.

As part of the City's monitoring of assisted housing developments, the City will review the Owners' records to verify that each qualified household living in an accessible unit has at least one household member who needs the accessible features of the unit.

The duration of monitoring of Affirmative Fair Housing Marketing (AFHM) Requirements varies with each housing program. For homeownership programs, AFHM requirements apply through the completion of initial sales transactions on units covered by the approved AFHM plan. For assisted rental housing, AFHM requirements apply throughout the term of the loan and regulatory agreements, including those periods when the project does not maintain sustaining occupancy.

ANNUAL SURVEY AND CERTIFICATION

Housing providers should complete an annual survey and certification regarding its AFHMP and submit it to the City. The Annual Survey and Certification must respond to all of the following:

1. A current Affirmative Fair Housing Marketing Plan (AFHMP) (Form HUD-935.2A) is required of all City-assisted housing projects.
    a. What is the date of the current AFHMP on file?
2. Does your site office / web site have the Equal Opportunity logo and statement posted?
3. How many units are currently vacant or have given notice to vacate?
4. How are vacant units advertised?
5. In the last year, have any applicants for units been rejected?
    a. If yes, please provide reasons for rejection.
    b. Did any rejected applicants have Housing Choice Vouchers (Section 8) or other rental subsidy sources of income?
6. In the last year, have any residents been evicted?
    a. If yes, provide list of evicted households including building and unit number and reasons for eviction.

Project Name:
Project Address:

Owner Name:
Owner Address:

Signature of Owner or its Agent / Representative: Date:
Printed name and Title:

ASSESSMENT OF SUCCESS AND CORRECTIVE ACTIONS

The City will review records maintained by owners to ensure that Affirmative Fair Housing Marketing requirements are being met. Where the characteristics of applicants are significantly different from the make-up of the City's population (i.e., in cases where specific groups are over-represented or under-represented), the City will examine in more detail the owner's actions to determine if a violation of the requirements has occurred.

The City employs a variety of corrective actions. Initially, owners who have not fully complied with the requirements are directed to engage in targeted marketing efforts to reach groups not initially reached. In cases where owners refuse to comply with the affirmative fair marketing procedures, the City may take additional actions to secure performance under the loan agreement, including declaring the loan in default and recapturing the funds.

KUTAK ROCK COMMENTS 6/13/2025

DEED OF TRUST

THIS DEED OF TRUST, made this ____ day of July 2025, between Compass Point, LP, a Colorado limited partnership, with an address of 123 4th Avenue, Pueblo, Colorado 81003, hereinafter referred to as "Grantor," and the Public Trustee of the County of Pueblo, in the State of Colorado, hereinafter referred to as "Trustee," WITNESSETH:

WHEREAS, Grantor has entered into the City of Pueblo Affordable Housing Development Agreement dated the _____ day of July 2025 with the City of Pueblo, a Municipal Corporation, hereinafter referred to as the "Agreement;" and

WHEREAS, the Grantor has executed a Promissory Note, hereinafter referred to as the "Note," dated the _____ day of July 2025 for the principal sum of **Seven Hundred Fifty Thousand and No/100 Dollars (U.S. $750,000.00**), payable to the order of the City of Pueblo, a Municipal Corporation, located at 1 City Hall Place, Pueblo, Colorado 81003, which amount is an indebtedness of Grantor payable with interest in accordance with the terms of said Note; and,

WHEREAS, the Grantor is desirous of securing performance of all obligations of Grantor under said Agreement and Note and payment of the indebtedness as specified therein.

NOW, THEREFORE, the Grantor, in consideration of the premises and for the purposes aforesaid, does hereby grant, bargain, sell and convey unto Trustee in trust forever, for the use and benefit of the City of Pueblo, a Municipal Corporation (the "Beneficiary"), the following described property, situated in the County of Pueblo, State of Colorado to wit:

See Exhibit A

Also known as Compass Point Apartments

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances thereunto belonging: In Trust Nevertheless, That in case of default in the Note or any part thereof or payment as specified therein, according to the tenor and effect of said Note, or in the payment of any prior encumbrances, principal or interest, if any, or in case of a breach of any term of the Agreement, or in case default shall be made in or in case of violation or breach of any of the terms, conditions, covenants or agreements herein contained, the Beneficiary hereunder may declare a violation of any of the covenants herein contained and elect to advertise said property for sale and demand such sale, then, upon filing notice of such election and demand for sale with the Trustee, who shall upon receipt of such notice of election and demand for sale cause a copy of the same to be recorded in the recorder's office of the county in which said real estate is situated, it shall and may be lawful for said Trustee to sell and dispose of the same (en masse or in separate parcels, as the said Trustee may think best), and all the right, title and interest of Grantor, its successors or assigns therein, at public auction at the south front door of the Court House, in the County of Pueblo, State of Colorado, or on said premises, or any part thereof as may be specified in the notice of said sale, for the highest and best price the same will bring in cash, four weeks' public notice having been previously given of the time and place of such sale, by advertisement, weekly, in some newspaper of general circulation at that time published in said County of Pueblo, a copy of which notice shall be mailed within ten days from the date of the first publication thereof to the Grantor at the address herein given and to such person or persons appearing to have acquired a subsequent record interest in said real estate at the address given in the recorded instrument; where only the county and state is given as the address then such notice shall be mailed to the county seat, and to make and give to the purchaser or purchasers of such property at such sale, a certificate or certificates in writing describing such property purchased, and the sum or sums paid therefor, and the time when the purchaser or purchasers (or other person entitled thereto) shall be entitled to a deed or deeds therefor, unless the same shall be redeemed as is provided by law; and said Trustee shall, upon demand by the person or persons holding the same certificate of purchase, when said demand is made, or upon demand by the person entitled to a deed to and for the property purchased, at the time such demand is made, the time for redemption having expired, make and execute to such person or persons a deed or deeds to the said

property purchased, which said deed or deeds shall be in the ordinary form of a conveyance, and shall be signed, acknowledged and delivered by the said Trustee, as grantor, and shall convey and quit-claim to such person or persons entitled to such deed, as grantee, the said property purchased as aforesaid and all the right, title, interest, benefit and equity of redemption of the Grantor, its successors and assigns therein, and shall recite the sum or sums for which the said property was sold and shall refer to the power of sale therein contained, and to the sale or sales made by virtue thereof; and in case of an assignment of such certificate or certificates of purchase, or in case of the redemption of such property, by a subsequent encumbrancer, such assignment or redemption shall also be referred to in such deed or deeds; but the notice of sale need not be set out in such deed or deeds and the said Public Trustee shall, out of the proceeds or avails of such sale, after first paying and retaining all fees, charges and costs of making said sale, pay to the Beneficiary hereunder or the legal holder of the indebtedness, all moneys and amounts due, according to the tenor and effect thereof, and all moneys advanced by such Beneficiary or legal holder of said indebtedness for insurance, taxes and assessments, with interest thereon at twelve percent per annum, rendering the overplus, if any, unto the said Grantor, his legal representatives or assigns; which sale or sales and said deed or deeds so made shall be a perpetual bar, both in law and equity, against the Grantor, its successors and assigns, and all other persons claiming the said property, or any part thereof, by, from, through or under said Grantor, or any of them. The Beneficiary or holders of the indebtedness may purchase said property or any part thereof; and it shall not be obligatory upon the purchaser or purchasers at such sale to see to the application of the purchase money. If a release deed be required, it is agreed that Grantor, its successors, and assigns, will pay the expense thereof.

And the Grantor, for itself and for its successors and assigns covenants and agrees to and with the Trustee, that at the time of the ensealing of and delivery of these presents he is well seized of the said land and tenements in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid; hereby fully and absolutely waiving and releasing all rights and claims he may have in or to said lands, tenements and property as a Homestead Exemption, or other exemption, now existing or which may hereafter be enacted in relation thereto and that, subject to the stated title exceptions attached hereto in Exhibit B, the same are free and clear of all liens and encumbrances whatsoever, and the above bargained property shall be in the quiet and peaceable possession of the said Trustee, his successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said Grantor shall and will Warrant and Forever Defend.

And that during the continuance of said Note or the indebtedness arising thereunder, the said Grantor will in due season pay all taxes and assessments levied on said property; all amounts due on account of principal and interest on prior encumbrances, if any; and will keep all buildings that may at any time be on said lands, insured against loss by fire with extended coverage endorsements in a company authorized to issue such insurance in the State of Colorado, for such sum or sums as such company or companies will insure for, not to exceed the amount of said indebtedness and any prior encumbrances, except at the option of said Grantor, with loss, if any, payable to the Beneficiary hereunder, as its interest may appear, and will deliver the policy or policies of insurance to the Beneficiary hereunder, as further security for the indebtedness aforesaid. And in case of the failure of Grantor to thus insure and deliver the policies of insurance, or to pay such taxes or assessments or amounts due or to become due on any prior encumbrances, if any, then the Beneficiary or Note Holder (as such term is defined in the Note) may procure such insurance, or pay such taxes or assessments or amount due upon prior encumbrances, if any, and all moneys thus paid, with interest thereon at twelve percent per annum, shall become so much additional indebtedness, secured by this Deed of Trust, and shall be paid out of the proceeds of the sale of the property aforesaid, if not otherwise paid by Grantor, and Beneficiary or Note Holder may for such failure declare a violation of this covenant and agreement.

If all or any part of the property or an interest therein is sold or transferred by Grantor without Beneficiary's prior written consent, excluding the creation of a lien or encumbrance subordinate to this Deed of Trust, Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable, together with interest thereon at the rate of four percent (4%) per annum from the time of substantial completion of the Project until said repayment is made. Neither the substitution nor addition of the limited partners or special limited partner of the Grantor, or partners of such limited partners, pursuant to the terms of the Grantor’s partnership agreement, nor the transfer of interests in the Grantor’s limited partners pursuant to the terms of the Grantor’s partnership agreement, shall constitute a default under this Deed of Trust unless such a change results in the Grantor breaching federal affordability requirements pursuant to the Agreement or such a change results in a loss of substantial equity from the property. Beneficiary’s consent shall be required for any new mortgage debt, where such consent shall

not be unreasonably withheld, provided however that Beneficiary consents to the refinancing of the Colorado Housing Finance Agency's Capital Magnet Fund loan in the amount of $400,000.00.

AND THAT IN CASE OF ANY DEFAULT, Including but not limited to any breach of the affordability requirements detailed in the Agreement, Note, or as otherwise may be required pursuant to 24 C.F.R. Part 92, whereby the right of foreclosure occurs hereunder, the Trustee or the Beneficiary or holder of certificate of purchase, shall at once become entitled to the possession, use and enjoyment of the property aforesaid, and to the rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and through the period of redemption, if any there be; and such possession shall at once be delivered to the Trustee or the Beneficiary or the holder of the certificate of purchase on request, and on refusal, the delivery of such possession may be enforced by the Trustee or the Beneficiary or holder of the certificate of purchase by any appropriate civil suit or proceeding, and the Trustee or Beneficiary or the holder of the certificate of purchase, or any thereof, shall be entitled to a Receiver for said property, and of the rents, issues and profits thereof, after such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Grantor or of the then owner of said property and without regard to the value thereof, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice--notice being hereby expressly waived--and all rents, issues and profits, income and revenue therefrom shall be applied by such Receiver to the payment of the indebtedness hereby secured, according to the law and the orders and directions of the Court.

AND, That in case of default in any of said payments of principal or interest, according to the tenor and effect of said Note aforesaid, or any part thereof, or a breach of any term of the Agreement, or of a breach or violation of any of the covenants or agreements herein, by the Grantor, its successors or assigns, then and in that case the whole of the indebtedness hereby secured, and the interest thereon to the time of the sale, may at once, at the option of the Beneficiary or the legal holder of the indebtedness, become due and payable, and the said property be sold in the manner and with the same effect as if said indebtedness had matured, and that if foreclosure be made by the Public Trustee, a reasonable attorney's fee for services in the supervision of said foreclosure proceedings shall be allowed by the Public Trustee as part of the cost of foreclosure, and if foreclosure be made through the courts a reasonable attorney's fee shall be taxed by the court as a part of the costs of such foreclosure proceedings.

The final payment of the Note and performance of the Agreement and other obligations secured by this Deed of Trust are due on January 15, 2047.

Notwithstanding anything to the contrary contained in this Deed of Trust or the Note being secured hereby, Equity Investor (as defined below) shall have the right, but not the obligation, to cure defaults of Grantor.

Any notice from the Beneficiary to the Grantor under this Deed of Trust shall be deemed to have been received by the Grantor three (3) days after being mailed by certified mail, return receipt requested, to the Grantor at [Insert Grantor Address], or at such other address as Grantor may designate in writing to Beneficiary. Copies of any and all notices given by Beneficiary to the Grantor shall be sent, in the same manner as such notice is given to the Grantor, to the Grantor's limited partner, U.S. Bancorp Community Development Corporation, a Minnesota corporation (the "Federal Limited Partner") and USB Colorado State Investor I, LLC, a Missouri limited liability company (the "State Limited Partner" and, together with the Federal Limited Partner, the "Equity Investor") at the following address: U.S. Bancorp Impact Finance, USB Colorado State Investor I, LLC, c/o U.S. Bancorp Community Development Corporation, 505 North Seventh Street, 10th Floor, SL-MO-T10F, St. Louis, MO 63101, USB Project No: 31544, Attn.: Director of LIHTC Asset Management with a copy to: Kutak Rock LLP, 1650 Farnam Street, Omaha, NE 68102, Attn: Jill H. Goldstein, Esq.. Equity Investor may change its address for receipt of copies of notices by giving notice in writing stating its new address to the Beneficiary. Commencing on the tenth (10th) day after the giving of such notice, such newly designated address shall be effective for purposes of all such copies of notices required to be sent by the Beneficiary to the Equity Investor.

Nothing in this Deed of Trust is intended, nor shall it be construed, to grant any rights whatsoever to Grantor or create any condition precedent to the exercise of any right or remedy by the Beneficiary; nor shall any noncompliance with the requirements of this Deed of Trust constitute any defense against enforcement of the Note or this Deed of Trust, including without limitation, Beneficiary's right to accelerate maturity of the entire indebtedness

and demand sale of the said property.

The person signing this Deed of Trust on behalf of the Grantor represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Deed of Trust on behalf of the Grantor and that this Deed of Trust is a valid and legally binding obligation of Grantor enforceable against it in accordance with its terms.

Should any provisions of this Deed of Trust be found to violate the statutes or court decisions of the State of Colorado, or of the United States, such provision shall be deemed to be amended to comply with and conform to such statutes and decisions.

Notwithstanding anything herein to the contrary, if the Lender takes title to the Project through foreclosure or deed of lieu of foreclosure, the Property shall remain subject to the provisions of Section 42(h)(6)(E)(ii) of the Internal Revenue Code or any similar successor provision of the Code. This section shall apply notwithstanding the order of recording of any of the Loan Documents and the Extended Use Commitment, executed in connection with the allocation of federal low income housing tax credits to the Borrower for the Project pursuant to Section 42 of such Code.

IN WITNESS, WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

GRANTOR:

Kittle Property Group, Inc., an Indiana Corporation

By: _____
Jeffry L Kittle, President & CEO

Date: _____

OWNER:

COMPASS POINTE, LP,
a Colorado limited partnership

By: Jeffrey L Kittle, Manager of General Partner

STATE OF COLORADO)
ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me in _____ County, Colorado, this _____ day of _____, 20__ by _____, as _____, on behalf of Compass Pointe, LP, A Colorado Limited Partnership.

Witness my hand and official seal.

My commission expires: _____.

[S E A L]

_____
Notary Public

Exhibit A
To
Deed of Trust

LEGAL DESCRIPTION

ALL OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; EXCEPT THE SOUTH 60 FEET CONVEYED TO PUEBLO, A MUNICIPAL CORPORATION, IN INSTRUMENT RECORDED AUGUST 23, 1967 IN BOOK 1620 AT PAGE 675,THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; AND THE NORTH 260 FEET OF THE WEST 257.5 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, EXCEPT THAT PORTION NOW PLATTED AS SAGEBRUSH HEIGHTS SUBDIVISION, 2ND FILING, COUNTY OF PUEBLO, STATE OF COLORADO.

KUTAK ROCK COMMENTS 6/13/2025

EXHIBIT B
TO
DEED OF TRUST

TITLE EXCEPTIONS

PROMISSORY NOTE

Principal Amount: U.S. $750,000.00 Date of Note: July _15_, 2025

FOR VALUE RECEIVED, the undersigned Compass Pointe, LP, a Colorado limited partnership, hereinafter referred to as "Borrower", and its successors in interest, promises to pay to the City of Pueblo, a Municipal Corporation, or order, hereinafter referred to as the "Note Holder," the sum of Seven Hundred Fifty Thousand and No/100ths ($750,000.00) U.S. Dollars and interest on the principal balance outstanding from the date hereof until paid, at the rate of zero one percent (1%) per annum, provided payment is made in accordance herewith, and payable at the Note Holder's office at 1 City Hall Place, Pueblo, Colorado, 81003, or such other place as Note Holder may designate. No minimum annual payment is required throughout the twenty (20) year agreement If not sooner paid or accelerated as herein provided, the entire principal amount of Seven Hundred Fifty Thousand and No/100ths ($750,000.00) U.S. Dollars outstanding, less payments, and accrued interest thereon, shall be due upon the end of the twenty (20) year period of affordability pursuant to the Agreement (as defined below). The period of affordability is estimated to conclude on June 15, 2047.

The Loan evidenced by this Note is being made to finance a residential housing project (hereinafter referred to as the "Project") in accordance with the Affordable Housing Development Agreement between Borrower and Note Holder dated of even date herewith (hereinafter referred to as the "Agreement"). This Note and all principal and interest payable hereunder are secured by a Deed of Trust of even date herewith upon real property, upon which the Project is located or to be located, and all improvements thereon, situated in the County of Pueblo, State of Colorado (hereinafter referred to as the "Property") and described more particularly as:

See Exhibit A

The terms, conditions, covenants, provisions, stipulations, and agreements of said Deed of Trust and said Agreement are hereby made a part of this Note by reference in the same manner and with the same effect as if they were fully set forth herein, and the Borrower hereby covenants and promises to abide by and comply with each and every covenant and condition set forth in this Note, the Deed of Trust, and the Agreement.

The Borrower reserves the right to prepay all or any part of the principal owing on this Note at any time or times prior to maturity without notice and payment of any premium or penalty.

Upon the occurrence of any of the following events, the entire principal amount of Seven Hundred Fifty Thousand and No/100ths ($750,000.00) U.S. Dollars, or the unpaid principal thereof, together with all accrued interest thereon, shall, at the option of the Note Holder, upon 20 days written notice to Borrower by certified mail or commercial express courier, unless cured within said 20 days, where Note Holder may require specific performance, become at once due and payable and shall accrue interest at the default rate of four percent (4%) per annum thereafter until paid in full, and no failure by the Note Holder to exercise such option shall be deemed or construed as a waiver of the right or as a waiver of the right to exercise the same in the event of

any subsequent default or breach:

1. Any default in the payment when due, or any part of the principal or interest hereunder.

2. Any breach or failure of the Borrower to perform within the allotted time any term or condition of the Agreement, the Deed of Trust, or any other instrument securing to the Note Holder payment or performance of any obligation of the Borrower.

3. If the Borrower shall be involved in financial difficulties as evidenced: (i) by an admission in writing of the Borrower's inability to pay its debts generally as they become due; (ii) by filing a petition in bankruptcy or for the adoption of an arrangement under the federal Bankruptcy Code (as now or in the future amended) or an admission seeking the relief therein provided; (iii) by making an assignment for the benefit of creditors; (iv) by consenting to the appointment of a receiver or trustee for all or a substantial part of the Borrower's assets or to the filing of a petition against the Borrower under said Bankruptcy Code; (v) by being adjudicated as bankrupt; (vi) by the entry of a court order appointing a receiver or trustee for all or a substantial part of the assets of the Borrower or approving as filed in good faith a petition filed against the Borrower under said Bankruptcy Code; (vii) by the assumption of custody or sequestration by a court of competent jurisdiction of all or substantially all of the assets of the Borrower; (viii) by an attachment for an amount in excess of $25,000 on any substantial part of the assets of the Borrower which shall not be discharged within thirty (30) days from the making thereof; or (ix) by a judgment or decree for the payment of money in excess of $25,000 being entered against the Borrower, or if an attachment, execution or levy is made upon any of the Borrower's assets and the judgment, execution or levy, as the case may be, is not discharged or stayed within thirty (30) days from the date of the judgment, attachment, execution or levy as the case may be.

4. If the Borrower shall have made any misrepresentation of a material nature in its application for the Loan, or in any document furnished by it to the Note Holder relative to the Project.

5. If there is pending or threatened litigation with respect to the Loan or the performance by the Borrower of any of its duties or obligations hereunder.

6. If the Project cannot proceed because of inability to continue land option or secure zoning or due to any action by any branch of government which impairs use of the Property herein described for proposed Project purposes.

7. If the Note Holder determines that the Borrower has abandoned or discontinued the initiation, construction, rehabilitation or completion of the Project.

8. Any breach of the affordability requirements detailed in the Agreement, Deed of Trust, or as otherwise may be required pursuant to 24 C.F.R. Part 92. In the event the Borrower should sell or voluntarily transfer title to the Project, the Property, or other real property or improvements constructed or improved with funds provided pursuant to the Agreement, within 20 years after substantial completion of the Project or said improvements, the entire indebtedness under this Note shall immediately become due and payable and shall be collected and repaid to Note Holder.

RIGHT TO CURE: Note Holder shall use best efforts to provide a courtesy copy of all notices sent to Borrower hereunder to U.S. Bancorp Impact Finance, USB Colorado State Investor I, LLC, c/o U.S. Bancorp Community Development Corporation, 505 North Seventh Street, 10th Floor, SL-MO-T10F, St. Louis, MO 63101, USB Project No: 31544, Attn.: Director of LIHTC Asset Management with a copy to: Kutak Rock LLP, 1650 Farnam Street, Omaha, NE 68102, Attn: Jill H. Goldstein, Esq. . Any failure to deliver such courtesy copy shall not be deemed a failure to provide notice to the Borrower. Notwithstanding anything to the contrary contained in this Note, Borrower's Equity Investor and/or Special Limited Partner shall have the right, but not the obligation, to cure defaults of Borrower.

The Borrower, and any and all endorsers, sureties, guarantors and assumers hereof, hereby jointly and severally waive presentment, protest, notices of dishonor and of protest, and all defenses whatsoever on the ground of any extension(s) of the time of payment or of the due dates of this Note, in whole or in part, before or after maturity, with or without notice, it being further agreed by the Borrower and all such parties that they will pay all collection expense, court costs, and reasonable attorneys' fees which may be incurred in the collection or enforcement of this Note or any part hereof.

The loan evidenced by this Note is a nonrecourse obligation of Borrower.

This instrument shall be governed by the laws of the State of Colorado and any dispute regarding its terms and conditions shall be resolved in the District Courts of the State of Colorado.

Executed and delivered this _____ day of _____, 2025.

BORROWER:

COMPASS POINTE, LP,
a Colorado limited partnership

By: Compass Pointe GP, LLC,
a Colorado limited liability company,
its General Partner

By: _____
Jeffrey L. Kittle
Manager

Exhibit A
To
Promissory Note

LEGAL DESCRIPTION

ALL OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; EXCEPT THE SOUTH 60 FEET CONVEYED TO PUEBLO, A MUNICIPAL CORPORATION, IN INSTRUMENT RECORDED AUGUST 23, 1967 IN BOOK 1620 AT PAGE 675,THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; AND THE NORTH 260 FEET OF THE WEST 257.5 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, EXCEPT THAT PORTION NOW PLATTED AS SAGEBRUSH HEIGHTS SUBDIVISION, 2ND FILING, COUNTY OF PUEBLO, STATE OF COLORADO.

Docusign Envelope ID: EB4A6278-6AB9-48C1-A755-B0575F80176C

City Clerk's Office Item # R9

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 11, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Karen Willson
Code Enforcement Manager

SUBJECT: AN ORDINANCE AMENDING CHAPTER 4 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE RELATING TO THE DESTRUCTION AND REMOVAL OF WEEDS

SUMMARY:

Attached for consideration is an ordinance amending Section 7-4-1 and Section 7-4-2 of the Pueblo Municipal Code to require the resident, lessee, renter, or tenant in addition to the owner of land to cut, destroy or remove from such land all weeds in excess of ten (10) inches in height.

PREVIOUS COUNCIL ACTION:

From time to time City Council has passed ordinances which amend the Pueblo Municipal Code in order to protect the health, safety, and welfare of the citizens of Pueblo.

BACKGROUND:

This Ordinance stems from the continued issues with excessive weeds growing in the City. Historically, Code Enforcement Officers have enforced the Chapter IV of Title VII, P.M.C. against both the owner and/or occupants of the property believing that a person residing at the property meets the definition of a “person in possession or person in control of any land”. However, recent Pueblo Municipal Court decisions have interpreted Chapter 4 of Title VII to require only the property owner of record to be responsible for the destruction and removal of weeds. This interpretation has caused difficulties with enforcement as property owners may or may not have access or control of a property with a tenant occupant.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

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BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not Applicable to this Ordinance.

ALTERNATIVES:

City Council could choose to vote no and maintain the status quo requirement that only the “land owner” be responsible to cut, destroy or remove from such land all weeds in excess of ten (10) inches in height.

RECOMMENDATION:

Approve the amendment to Section 7-4-1 and 7-4-2, P.M.C.

ATTACHMENTS:

1. Code Enforcement Amendment Ordinance

Docusign Envelope ID: EB4A6278-6AB9-48C1-A755-B0575F80176C

ORDINANCE NO. 11015

AN ORDINANCE AMENDING CHAPTER 4 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE RELATING TO THE DESTRUCTION AND REMOVAL OF WEEDS

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: **[**brackets**]** indicate matter being deleted; **underscoring** indicates new matter being added.

SECTION 1.

Section 7-4-1 and Section 7-4-2 are hereby amended to read as follows:

Sec. 7-4-1. - Definitions.

As used in this Chapter, the following definitions shall apply:

(1) *Weed* shall mean weeds, grass, brush or other rank or noxious vegetation and shall specifically include: bindweed (Convolvulus), leafy spurge (Euphorbia esula), Canada thistle (Cirsium Arvense), Russian knapweed (Centaurea pieris), diffuse knapweed (Centaurea diffusa), Russian knapweed (Centaurea repens), spotted knapweed (Centaurea maculosa), perennial sowthistle (Sonchus arvense), puncture vine (Tribulus terrestris), silverleaf poverty weed (Franseria discolor), mouse-ear poverty weed (Iva axillaris), fanweed (Thlaspi arvense), mustard (Brassiea), purple-flowered ground-cherry (Quincula lobata), Russian thistle (Salsola pestifer), fireweed (Kochia scoparia), redroot pigweed (Amaranthus retroflexus), sandbur (Cenchrus tribuloides), hairy stickweed (Lappula Occidentalis), buffaloburs (Solanum rostvatum), common ragweed (Ambrosia elatiov), cocklebur (Xanthium commurie), common sunflower (Helianthus centicularis), dandelion (Leontodore taraxacum) or other plant or offending vegetation which is regarded as a common nuisance. This list is not intended to be exclusive, but rather is intended to be indicative of those types of plants which are considered noxious and a detriment to the public health and safety, but shall not include flower gardens, plots of shrubbery, vegetable gardens and small grain plots (wheat, barley, oats and rye).

(2) *Owner* shall mean the person who is the record owner, person in possession**,** or person in control of any land**, to include, but not limited to, tenants, renters, lessees, and residents**.

(3) *Land* shall mean all real property located within the jurisdictional boundaries of the City, except natural wildlife land areas, including the river trails system along the floodway of the Fountain and Arkansas Rivers, the Wild Horse and Dry Creek Arroyos, and land located within two hundred (200) feet of the high-water marks of Lake Minnequa.

(4) *Ownership of land* shall be deemed to extend from the center of the alley behind the lot or tract of land to and including the curb and gutter area of the street in front or on the side of such lot or tract of land.

Sec. 7-4-2. - Destruction and removal of weeds.

Docusign Envelope ID: EB4A6278-6AB9-48C1-A755-B0575F80176C

It shall be unlawful for any owner of land**, as defined in Sec. 7-4-1(2),** to permit weeds in excess of ten (10) inches in height to grow, lie or be located upon such land. It shall be unlawful for the owner of land not to cut, destroy or remove from such land all weeds in excess of ten (10) inches in height.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective thirty (30) days after final action by the Mayor.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 28, 2025.

Final adoption of Ordinance by City Council on August 11, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 8/13/2025 | 4:51 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Docusign Envelope ID: EB4A6278-6AB9-48C1-A755-B0575F80176C

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
_____
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City Clerk

Docusign Envelope ID: EB4A6278-6AB9-48C1-A755-B0575F80176C

Docusign Envelope ID: F638B683-E622-49D5-9972-2A8CD428B75A

City Clerk's Office Item # R10

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 11, 2025

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: AN ORDINANCE AMENDING SECTION 11-1-402 AND 11-1-403 OF THE PUEBLO MUNICIPAL CODE TO CATEGORIZE DAMAGING, DEFACING OR DESTRUCTION OF PROPERTY BY THE MONETARY VALUE OF THE DAMAGE TO THE REAL OR PERSONAL PROPERTY AND TO ADD A MANDATORY MINIMUM JAIL SENTENCE FOR THOSE CONVICTED THEREOF, AND CREATING SECTION 1-2-1(G)(1)(B) OF THE PUEBLO MUNICIPAL CODE REGARDING A MANDATORY MINIMUM JAIL SENTENCE FOR THOSE CONVICTED AS HABITUAL OFFENDERS HAVING VIOLATED SECTION 11-1-402 OR 11-1-403 OF THE CODE

SUMMARY:

Attached for consideration is an Ordinance amending Sections 11-1-402 – Damaging, defacing or destruction of property and 11-1-403 – Damaging, defacing or destruction of City property, of the Pueblo Municipal Code to break down destruction of property by the value of the real or personal property damaged and provide more specific penalties for each value range. The Ordinance also creates a mandatory minimum jail sentence for those convicted of sub-sections 402 and 403 of Title 11 as well as those convicted as habitual offenders.

PREVIOUS COUNCIL ACTION:

City Council has from time to time made amendments to the Pueblo Municipal Code to increase penalties and punishments for crime against property, most recently by amending the theft against merchant ordinance to require mandatory minimum jail sentences if convicted of such offense.

BACKGROUND:

The Ordinance attached for your consideration would create a mandatory minimum 3-day jail sentence for anyone convicted of damage of personal or real property owned by the City and by private individuals where the aggregate damage to the real or personal property is $300 or more. The proposed Ordinance would also create a minimum 3-day

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jail sentence for any person convicted a second time for property damage where the aggregate damage to the real or personal property is $100 or more. The Ordinance will also create a mandatory minimum 3-day jail sentence for people convicted under this Ordinance and found to be habitual offenders.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the City Council chooses not to approve this Ordinance, the destruction of property ordinance will remain as it currently exists.

RECOMMENDATION:

None.

ATTACHMENTS:

1. Proposed Ordinance - Destruction of Property

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ORDINANCE NO. 11016

AN ORDINANCE AMENDING SECTION 11-1-402 AND 11-1-403 OF THE PUEBLO MUNICIPAL CODE TO CATEGORIZE DAMAGING, DEFACING OR DESTRUCTION OF PROPERTY BY THE MONETARY VALUE OF THE DAMAGE TO THE REAL OR PERSONAL PROPERTY AND TO ADD A MANDATORY MINIMUM JAIL SENTENCE FOR THOSE CONVICTED THEREOF, AND CREATING SECTION 1-2-1(G)(1)(B) OF THE PUEBLO MUNICIPAL CODE REGARDING A MANDATORY MINIMUM JAIL SENTENCE FOR THOSE CONVICTED AS HABITUAL OFFENDERS HAVING VIOLATED SECTION 11-1-402 OR 11-1-403 OF THE CODE

SECTION 1.

Section 11-1-402 of Chapter 1 of Title XI of the Pueblo Municipal Code is hereby amended to read as follows brackets indicate matter being removed and underscoring indicates matter being added:

Sec. 11-1-402. - Damaging, defacing or destruction of property.

(a) It shall be unlawful for any person to knowingly damage, deface, destroy or injure the real or personal property of one (1) or more other persons in the course of a single episode where the aggregate damage to the real or personal property is less than two thousand dollars ($2,000.00).

(b) Damaging, defacing or destruction of property **is:** **[**of a value of one thousand dollars ($1,000) or more but less than two thousand dollars ($2,000) is a Class 1 municipal offense, provided that if the person found guilty of violating Subsection (a) was under eighteen (18) years of age on the date of violation, the court shall not impose a jail sentence.**]**

(i) A class 2 municipal offense where the aggregate damage to the real or personal property involved is less than one hundred dollars ($100).

(ii) A class 1 municipal offense where the aggregate damage to the real or personal property involved is one hundred dollars ($100) or more but less than three hundred dollars ($300). Upon a second conviction under this subsection (ii) a mandatory minimum jail sentence of no less than three (3) days shall be imposed by the Court as a part of any sentence.

(iii) A class 1 municipal offense where the aggregate damage to the real or personal property involved is three hundred dollars ($300) or more but less than two thousand dollars ($2,000). Upon a conviction under this subsection (iii), a mandatory minimum jail sentence of no less than three (3)

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days shall be imposed by the Court as part of any sentence.

(c) **The Court shall neither set aside nor suspend the mandatory minimum jail portion of any sentence imposed as required pursuant to Section 11-1-402(b). The mandatory minimum jail sentence required pursuant to Section 11-1-402(b) shall only apply to those offenders who, at the time of the offense, were eighteen (18) years of age or older.** [Damaging, defacing or destruction of property of a value of up to nine hundred ninety-nine dollars and ninety-nine cents ($999.99) is a Class 2 municipal offense, provided that if the person found guilty of violating Subsection (a) was under eighteen (18) years of age on the date of violation, the court shall not impose a jail sentence.]

SECTION 2.

Section 11-1-403 of Chapter 1 of Title XI of the Pueblo Municipal Code is hereby amended to read as follows brackets indicate matter being removed and underscoring indicates matter being added:

Sec. 11-1-403. - Damaging, defacing or destruction of City property.

(a) It shall be unlawful for any person to knowingly damage, deface, destroy or injure the real or personal property of the City in the course of a single episode where the aggregate damage to the real or personal property is less than two thousand dollars ($2,000.00).

(b) Damaging, defacing or destruction of City property **is:** [of a value of one thousand dollars ($1,000.00) or more but less than two thousand dollars ($2,000.00) is a Class 1 municipal offense, provided that if the person found guilty of violating Subsection (a) was under eighteen (18) years of age on the date of violation, the court shall not impose a jail sentence.]

(i) A class 2 municipal offense where the aggregate damage to the City's real or personal property involved is less than one hundred dollars ($100).

(ii) A class 1 municipal offense where the aggregate damage to the City's real or personal property involved is one hundred dollars ($100) or more but less than three hundred dollars ($300). Upon a second conviction under this subsection (ii) a mandatory minimum jail sentence of no less than three (3) days shall be imposed by the Court as a part of any sentence.

(iii) A class 1 municipal offense where the aggregate damage to the City's real or personal property involved is three hundred dollars ($300) or more but less than two thousand dollars ($2,000). Upon a conviction under this subsection (iii), a mandatory minimum jail sentence of no less than three (3) days shall be imposed by the Court as part of any sentence.

(c) **The Court shall neither set aside nor suspend the mandatory minimum jail portion of any sentence imposed as required pursuant to Section 11-1-402(b).**

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The mandatory minimum jail sentence required pursuant to Section 11-1-402(b) shall only apply to those offenders who, at the time of the offense, were eighteen (18) years of age or older. [Damaging, defacing or destruction of City property of a value of up to nine hundred ninety-nine dollars and ninety-nine cents ($999.99) is a Class 2 municipal offense, provided that if the person found guilty of violating Subsection (a) was under eighteen (18) years of age on the date of violation, the court shall not impose a jail sentence.]

SECTION 3.

Section 1-2-1 of Chapter 2 of Title I of the Pueblo Municipal Code is hereby amended to read as follows brackets indicate matter being removed and underscoring indicates matter being added:

Sec. 1-2-1. - General Penalty; continuing violations; adjudging fines and imprisonment.

(a) It shall be unlawful for any person to violate, disobey, omit, neglect, refuse or fail to comply with or resist the enforcement of any provision of this Code or any secondary code adopted herein.

(b) Where no specific penalty is provided therefor, the violation of any provision of this Code or of any secondary code adopted herein shall be a Class 2 municipal offense and be punished by a fine not exceeding one thousand dollars ($1,000.00), the amount of such fine to rest within the discretion of the Municipal Judge.

(c) Unless stated otherwise within the Municipal Code, the Municipal Judge may, in his or her discretion, impose alternative sentencing including but not limited to in-home detention not to exceed three hundred sixty-four (364) days, probation, community service, deferred sentence, deferred prosecution, rehabilitation and educational classes, for any violations of the Municipal Code if he or she determines the alternative sentencing will best serve the intent and purpose of the Municipal Code.

(d) The imposition of a penalty shall not excuse any violation, permit it to continue or prevent the enforced removal of prohibited conditions.

(e) Unless otherwise indicated, a separate violation shall be deemed committed upon each day or portion thereof during or on which any violation of any provision of this Code or any secondary code adopted herein occurs or continues.

(f) The amount by which any imposed fine exceeds three hundred dollars ($300.00) is dedicated to graffiti control and removal and other law enforcement activities as determined by the City Council. Other law enforcement activities shall include any and all alternative sentencing authorized pursuant to Subsection 1-2-1(c).

(g) Every person convicted in the City of any municipal offense, when within five (5) years of the date of the commission of said offense has been twice previously convicted of the same offense, separately brought and adjudicated and arising out of separate and distinct criminal episodes in the City, shall be adjudged a habitual

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offender and shall be punished:

1. As a Class 1 municipal offender and the standard base fine for the offense shall be tripled, provided that the fine may be altered at the Court's discretion, but shall not exceed one thousand dollars ($1,000.00); and

a. In the event the instant conviction is for Theft from a merchant as provided for in Sec. 11-1-401(b)(iii) and (iv) or for Theft as provided for in Sec. 11-1- 407(b)(iii) and (iv) of this Code, and, at the time of the offense, the offender was eighteen (18) years of age or older, a mandatory minimum jail sentence of no less than three (3) days shall be imposed by the Court as part of any sentence. The Court shall neither set aside nor suspend the mandatory minimum jail portion of any sentence imposed; or

b. In the event the instant conviction is for damaging, defacing or destruction of property as provided for in Sec. 11-1-402(b)(ii) and Sec. 11-1-402(b)(iii) or for damaging, defacing or destruction of City property as provided for in Sec. 11-1- 403(b)(ii) or Sec. 11-1-403(b)(iii) of this Code, and, at the time of the offense, the offender was eighteen (18) years of age or older, a mandatory minimum jail sentence of no less than three (3) days shall be imposed by the Court as part of any sentence. The Court shall neither set aside nor suspend the mandatory minimum jail portion of any sentence imposed.

2. For those convicted of a traffic code violation, the standard base fine for the civil infraction shall be tripled, provided that the fine may be altered at the Court's discretion but shall not exceed one thousand dollars ($1,000.00).

(h) Every person convicted in the City of any municipal crime involving violence against another person or animal, when within ten (10) years of the date of the commission of the offense has been twice previously convicted upon similar charges involving violence, separately brought and adjudicated and arising out of separate and distinct criminal episodes in the City, shall be adjudged a habitual criminal and shall be punished as a Class 1 municipal offender.

(i) Any person convicted of a crime and sentenced as a habitual offender for violations of Sections 11-4-14 (Dangerous animals; potentially dangerous animals), 11-4-15 (Restraining), or 11-4-21 (Cruelty to animals; humane care) may, at the discretion of the Municipal Court, be enjoined from owning any animals as defined by Section 11-4-1 of the Pueblo Municipal Code, or otherwise maintaining any animals on their property within the City limits, for up to one (1) year, along with any other appropriate penalty imposed by the Municipal Court.

SECTION 4.

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.

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SECTION 5.

This Ordinance shall become effective thirty (30) days after final action by the Mayor.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 28, 2025.

Final adoption of Ordinance by City Council on August 11, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 8/13/2025 | 4:52 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

Docusign Envelope ID: 7C1D2820-853D-4C41-91B5-8AD0419BC1F1

City Clerk's Office Item # R11

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 11, 2025

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 A LAW ENFORCEMENT SERVICES AGREEMENT - EVIDENCE AND SPECIMEN COLLECTION FOR ALCOHOL & DRUG TESTING - BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PARKVIEW MEDICAL CENTER, A COLORADO NON-PROFIT CORPORATION

SUMMARY:

The Ordinance will approve an agreement with Parkview Medical Center to obtain services in connection with the execution of its law enforcement duties, to collect evidence and specimens for the purposes of drug and alcohol testing.

PREVIOUS COUNCIL ACTION:

The City of Pueblo has previously approved substantially similar service agreements with medical providers in the past.

BACKGROUND:

Parkview Medical Center and the Pueblo Police Department, in an attempt to clearly define each party's roles and responsibilities, have reduced to writing an agreement for Parkview Medical Center to provide professional healthcare services necessary for the collection of blood, saliva, or urine for the purpose of evidence and/or specimen collection for drug and alcohol testing. Parkview Medical Center will provide timely collection on patients and alleged suspects presenting in accordance with hospital policies and procedures governing evidence collection and disclosures of protected health information to law enforcement agencies.

FINANCIAL IMPLICATIONS:

Pursuant to the terms of the agreement, Parkview Medical Center will charge $47 per test for blood and urine alcohol level testing.

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BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Pueblo PD Specimen FINAL Draft May 22-2025

Docusign Envelope ID: 7C1D2820-853D-4C41-91B5-8AD0419BC1F1

ORDINANCE NO. 11017

AN ORDINANCE APPROVING A LAW ENFORCEMENT SERVICES AGREEMENT - EVIDENCE AND SPECIMEN COLLECTION FOR ALCOHOL & DRUG TESTING - BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PARKVIEW MEDICAL CENTER, A COLORADO NON-PROFIT CORPORATION

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

SECTION 1.

The Law Enforcement Services Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Parkview Medical Center, a Colorado Non-profit Corporation, a copy of which is attached hereto, having been approved as to form by the Pueblo City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Services 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 and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement to implement the policies and procedures described therein.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 28, 2025.

Final adoption of Ordinance by City Council on August 11, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 7C1D2820-853D-4C41-91B5-8AD0419BC1F1

Action by the Mayor:

☒ Approved on 8/13/2025 | 4:52 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA482...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
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City Clerk

LAW ENFORCEMENT SERVICES AGREEMENT
Evidence and Specimen Collection for Alcohol & Drug Testing

This Services Agreement (the "**Agreement**") is made and entered into this ____ day of _____, 2025 ("Effective Date") by and between Parkview Medical Center, a Colorado non-profit corporation ("**Hospital**") and the City of Pueblo, Pueblo Police Department ("**Agency**").

RECITALS

WHEREAS, Hospital provides medical and emergency services to patients; and

WHEREAS, Agency is a law enforcement agency in the State of Colorado that desires to obtain services from Hospital, in connection with the execution of its law enforcement duties, to collect evidence and specimens for the purposes of drug and alcohol testing; and

WHEREAS, Hospital desires to provide services to Agency; and

WHEREAS, Agency and Hospital desire to enter into this Agreement for the provision of services.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERM, TERMINATION, AND RIGHTS UPON TERMINATION

1.1. Term. This Agreement has an initial term commencing as of the Effective Date and continuing in full force and effect for one (1) year (the "**Initial Term**"). Thereafter this Agreement shall automatically renew for additional one-year terms unless terminated by either party pursuant to this Agreement.

1.2. Termination. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party. Said notice shall be deemed received by the other party within four (4) days of the postmarked date if the notice is sent by registered mail, return receipt requested.

1.3. Obligations after Termination. Following termination of this Agreement for any reason, the parties agree that all obligations of this Agreement shall also terminate, with the exception of medical records management, confidentiality, and payment for any service provided prior to termination.

SECTION 2. OBLIGATIONS OF THE PARTIES

2.1. Hospital's Obligations. Hospital shall perform services as set forth on **Attachment A** (the "Services").

2.2 Agency's Obligations. Agency agrees to cooperate fully with Hospital during its delivery of Services. Agency agrees to provide documentation, including but not limited to a subpoena, warrant, or court order, as may be required under Hospital policies or as may be required by local, state or federal law. Agency agrees that neither it, nor any of Agency's Officers ("Agency Officers"), will interfere with Hospital's provision of medical care to any individual whether such individual is a suspect, person of interest, or patient, including but not limited to such care as Hospital deems, in its sole discretion, is necessary to meet Hospital's obligations under the Emergency Medical Treatment and Labor Act (EMTALA).

2.3. Compensation. Agency agrees to pay for Services rendered according to the fee schedule annexed hereto as **Attachment B** and made a part hereof.

The parties expressly acknowledge that the compensation provided for in this Agreement for the performance of Services does not exceed that compensation that is reasonable and necessary for the legitimate business purposes of the arrangement and that such compensation provided for has resulted from arm's length negotiations between the parties, has not been determined in a manner that takes into account the volume or value of referrals or business otherwise generated between the parties, and is to the best knowledge of each party consistent with fair market value for the services to be rendered as set forth in this Agreement.

Attachment B to this Agreement may be amended by Hospital upon written notice by Hospital to Agency and shall be effective as of the date set forth therein in the amended Attachment. In no event shall any rate change be retroactive beyond thirty (30) days.

2.4. Payment Method. Agency shall make payment within thirty (30) days of receipt of Hospital's bill. If Agency's payment is not in accordance with Attachment B, either party may bring such error to the other's attention. If payment is less than the amount indicated on Attachment B, Agency agrees to pay the balance due within thirty (30) days of notification of error. If payment is greater than that indicated on Attachment B, Hospital agrees to cooperate with Agency to correct the error within thirty (30) days.

2.5. Records. Hospital shall retain all orders, results, and billing records in accordance with applicable laws and Hospital policies.

2.6. Access to Records. Hospital's medical records and financial records shall be, and remain, the property of Hospital and shall not be accessed, removed, or transferred from Hospital except in accordance with applicable local, state and federal law and regulations and Hospital's policies and procedures. To the extent permitted by law and Hospital's policies and procedures, Agency may request copies of said medical records. Hospital shall be reimbursed its usual and customary charges for copies of medical records. Hospital shall not charge for, nor shall Agency pay for, the written report typically sent to Agency as specified in paragraph 2.7.

2.7. Agency Records. Hospital shall provide Agency with a written report of results for the

Services. Agency agrees to maintain a record handling system which maintains patient confidentiality and reduces requests for duplicate copies.

2.8. Errors, Acts, and Omissions. Each party agrees to be responsible for its own liability (acts and omissions of its own employees) incurred as a result of its participation in this Agreement, and to defend its own liability actions, should it be needed. In the event any claim is litigated, each of the Parties will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement. In the event any claim is made under this Agreement by a party to this Agreement or a third party, each party will be responsible for its own representation, expenses of litigation or other costs.

2.9 Lawful Reporting. Nothing in this Agreement shall preclude the lawful reporting of any alleged misconduct, including fraud, abuse or waste, to any government agency, medical facility or board that is authorized to receive such information.

2.10 Ethics. Agency and Hospital understand and agree that all of its obligations under this Agreement shall be conducted in accordance with all applicable laws and regulations. In addition, Agency and Hospital understand and agree that all of its business operations will be conducted in accordance with the highest business and ethical standards applicable to law enforcement agencies.

2.11 Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. and under any other applicable law.

SECTION 3. GENERAL PROVISIONS

3.0. Section Headings. The headings of sections in this Agreement are for reference only and shall not affect the meaning of this Agreement.

3.1. Provisions Separable. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

3.2. Disputes. The parties agree to work cooperatively and in good faith to attempt to resolve issues concerning this Agreement on an informal basis within 30 (thirty) calendar days of the first notification of such dispute. If the parties cannot resolve issues on an informal basis, any dispute, controversy, or claim arising out of this Agreement may be settled in a Court having exclusive jurisdiction for any breach thereof in the State of Colorado, and if necessary for exclusive federal questions, the U.S. District Court for the District of Colorado. Each party shall be responsible for its own attorney's fees, costs and expenses arising from any judicial proceeding.

3.3. Waiver of Breach. The failure of Agency or Hospital to object to or to take affirmative action with respect to any conduct of the other which is a breach of this Agreement shall not be construed as a waiver of that breach or of any prior or future breaches of this Agreement.

3.4. Entire Agreement. This Agreement together with its Attachments constitute the entire understanding of the parties to this Agreement, and supersede all prior proposals, representations, communications, negotiations, and agreements between the parties whether oral or written.

3.5. Assignment. This Agreement may not be assigned, delegated, or transferred by either party without the prior written consent of the other party, provided however, Hospital may, without consent, upon notice to Agency, assign this Agreement and the rights and obligations hereunder to any affiliate of University of Colorado Health which may succeed to the operations of the Hospital facilities pursuant to a long-term lease of such facilities.

3.6. Unforeseen Circumstances. In the event that Hospital does not have proper facilities or staff to provide Services, or in the event of circumstances beyond its reasonable control such as major disaster, epidemic, war, complete or partial destruction of facilities, disability of a significant number of personnel or significant labor disputes, Hospital shall provide Services to the extent possible according to its best judgment or limitations of such facilities and personnel as are then available, but Hospital shall have no liability or obligation for delay or failure to provide or arrange for such services.

3.7. Independent Contractors. Hospital and Agency are independent contractors, and this Agreement shall not constitute the formation of a partnership, joint venture, or employment relationship. The parties shall not exercise control over the performance of the other hereunder.

3.8 No Obligation to Make Referrals. The parties acknowledge that nothing contained herein shall be interpreted to require or obligate either party to admit or cause the admittance of patients to Hospital or to utilize Hospital's services. The parties further acknowledge that none of the benefits granted the parties under this Agreement are conditioned on any requirement or expectation that the parties make or influence referrals to the other party or otherwise generate business for the other party. The parties further acknowledge that neither party is restricted from referring any service to, or otherwise generating any business for, any other entity of their choosing.

3.9 Excluded Provider. Each party represents and warrants to the other that it has not been sanctioned by the Office of Inspector General ("OIG") of the Department of Health and Human Services, barred from federal or state procurement programs, or convicted of a criminal offense with respect to health care reimbursement. Each party shall notify the other immediately if the foregoing representation becomes untrue or they are notified by the OIG or other enforcement agencies of proposed sanctions as a result of an investigation. If at any time after the effective date of this Agreement it is determined that either party is in breach of this Section, this Agreement shall, as of the effective date of such exclusion

or breach, automatically terminate.

3.10. Amendment. Except as otherwise provided for in this Agreement, this Agreement may not be amended or changed in any of its provisions except by a subsequent written agreement signed by duly authorized representatives of Agency and Hospital.

3.12. Notices. Any notices or other communications required or contemplated under the provisions of this Agreement shall be in writing and delivered in person, evidenced by a signed receipt, or mailed by certified mail, return receipt requested, postage prepaid, to the addresses indicated below.

If to Hospital:	UCHealth Legal Department 1400 E. Boulder St, 3rd Floor Colorado Springs, CO 80909
If to Agency:	Attn: Chief of Police Pueblo Police Department 200 S Main St Pueblo, CO 81003

3.13. Governing Law. This Agreement shall be interpreted in accordance with, and governed by, the laws of the State of Colorado.

3.14. Confidentiality and HIPAA Compliance. All patient records, medical information and/or other information that relates to or identifies patients derived from or obtained during the course of the performance of the services under this Agreement will be treated by the parties as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, and will not be used, released, disclosed, or published to any party other than as required or permitted under applicable law. The parties will not use or disclose protected health information other than the minimum necessary required to accomplish the Services, in compliance with applicable state and federal laws and regulations, including but not limited to the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164, promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). This agreement may be amended if necessary to comply with any federal or state rules or regulations regarding exchange of patient identifiable information.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through duly authorized officers, as follows:

AGENCY:	**HOSPITAL**
By: _____	By: _____
Name:	Name:
Title: _____	Title: _____

ATTACHMENT A
Scope of Services

Hospital agrees to provide Agency with professional health care services necessary for the collection of blood, saliva, or urine ("Services") for the purpose of evidence and/or specimen collection for drug and alcohol testing. Hospital will provide timely collection on patients and alleged suspects presenting from Agency in accordance with Hospital policies and procedures governing evidence collection and disclosures of protected health information to law enforcement agencies.

In performance of the Services under this Agreement, the parties agree as follows:

- Agency shall only request evidence or specimen collection as permitted by law, including but not limited to, pursuant to a valid court order or search warrant or according to C.R.S. § 42-4-1301.1 (e.g., where a patient is dead or unconscious, as outlined below).

- Pursuant to C.R.S. § 42-4-1301.1, and absent a valid court order, Agency shall not require, and Hospital shall have no obligation to provide, Services in cases where a patient or suspect refuses consent to specimen collection. Provided, however, that pursuant to C.R.S. § 42-4-1301.1, Agency may request Services to collect specimens from a patient or suspect who is dead or unconscious, provided however, that Hospital will not administer a test to a person who is unconscious, hospitalized, or undergoing medical treatment if the test would endanger the person's life or health. In cases where a test cannot be completed on a dead or unconscious patient, Hospital will permit Agency to test any blood, urine, or saliva that was obtained and not utilized by a health care provider and shall have access to that portion of the analysis and results of any tests administered by such provider that shows the alcohol or drug content of the person's blood, urine, or saliva or any drug content within the person's system.

- Agency shall provide a copy of the court order or search warrant, where applicable, and shall cooperate with Hospital to complete other forms or paperwork required pursuant to Hospital policies and procedures.

- Agency shall provide Hospital with identifying information including arresting Officer's full name and badge number, the enforcement agency they represent, and any case number for all individuals accompanied by an Agency Officer for suspect evidence or specimen collection.

- All alleged suspects brought to Hospital for evidence or specimen collection shall be accompanied by an Agency Officer at all times while the alleged suspect is on Hospital premises, except if suspect is undergoing medical care that precludes accompaniment (e.g., surgery).

- Hospital shall have no obligation to physically restrain any person to provide Services. If Agency determines that physical restraints are necessary and permitted pursuant to court order or C.R.S. § 42-4-1301.1, Agency and Agency Officers shall be solely responsible for

such physical restraints. Hospital and Hospital staff shall make a good faith effort to assist with specimen collection from a person who has been physically restrained by Agency or Agency Officers, but are not required to assist with such collection if available staff are unwilling and/or the collection cannot be completed safely.

- Hospital shall make reasonable efforts to have available adequate staff (either on call or on duty) to provide requested evidence or specimen collection, subject to Section 3.6 of this Agreement. Whenever possible, Agency Officers will provide pre-transport notification to Hospital of the need for services. If staff are unavailable, or available staff are unable to complete the specimen collection, then Hospital will make reasonable efforts to identify and request other staff members to complete the specimen collection.

- Hospital shall collect and preserve specimens in a manner consistent with Colorado Evidence Collection Protocols and in good faith collaboration with Agency Officers, provided that doing so does not interfere with Hospital's provision of medical treatment.

- Hospital shall send results of blood draws, testing, and evidence collection to Agency according to Agency's instructions and consistent with Hospital's policies and procedures pertaining to evidence collection and disclosures of protected health information to law enforcement agencies.

- Both parties shall remain in compliance with all local, state and federal laws, statutes or regulations.

ATTACHMENT B
Billing and Reimbursement

- Agency shall reimburse Hospital for all services rendered as outlined in this Attachment.

- Hospital shall invoice Agency for Services, itemizing specific charges and fees. Hospital may bill the individual or the individual's insurance for any charges not paid for by Agency or covered under this Agreement.

- Hospital will include identifying information on invoices submitted to Agency for payment.

- Agency shall reimburse Hospital per the following rates:

Service	Rate
Blood Alcohol Level Collection	$ 47
Urine Test	$ 47

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City Clerk's Office Item # R12

Background Paper for Proposed ORDINANCE

COUNCIL MEETING DATE: July 28, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chief Chris Noeller – Police Department

SUBJECT: An Ordinance approving and accepting a grant funding agreement and all applicable conditions pertaining thereto from the Colorado Auto Theft Prevention Authority ("CATPA") relating to the Beat Auto Theft Through Law Enforcement ("BATTLE") Team, establishing Project No**.** PS2505, budgeting and appropriating funds to project number PS2505, and authorizing the Mayor to execute same

SUMMARY:

City Council approved a 3-year MOU with the statewide Beat Auto Theft Through Law Enforcement Team (BATTLE) on June 28, 2021. The 3-year MOU's terms expired on June 30, 2024. Effective July 1, 2025, the Pueblo Police Department is awarded $191,950.00 in funds for supplies and operating expenses as well as overtime costs associated with auto theft investigation and enforcement. Attached is the Grant Funding Agreement and Award Letter. This Ordinance establishes Project No. PS2505 and budgets and appropriates necessary funds to project number PS2505.

PREVIOUS COUNCIL ACTION:

City Council has approved ordinances accepting Auto Theft Prevention Grants each year beginning in July 2009. On July 1, 2024, the Pueblo Police Department was awarded $130,000.00 in funds for overtime costs associated with Auto Theft investigation and enforcement. Acceptance of those funds was approved by Ordinance No. 10516.

BACKGROUND:

Each year since July 2009, the City of Pueblo and Pueblo Police Department have accepted Colorado auto theft grant funds. The total funds are disbursed by CATPA and are shared among several different law enforcement agencies in Colorado. A Memorandum of Understanding formalizes the relationship between the various participating agencies.

The BATTLE multi-jurisdictional task force focuses on the prevention and reduction of motor vehicle thefts as well as the identification, investigation, location of stolen motor vehicles, and apprehension of suspects. The task force works to increase the number of stolen vehicles

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recovered, offenders arrested, and decrease vehicle thefts. The agencies accomplish this through educational and intelligence-led enforcement efforts throughout participating jurisdictions with task force members sharing information amongst each other and any other requesting agency.

The task force utilizes grant funds provided by the Colorado Auto Theft Prevention Authority (CATPA) to help complete its mission. Funds shall be used only in accordance with the provisions of CATPA's SFY26 grant award, pursuant to the project number FY26PBLPD, to the Colorado State Patrol (BATTLE) Team.

FINANCIAL IMPLICATIONS:

The Pueblo Police Department shall receive $190,000.00 as allocated by the grant award. No match is required by the City of Pueblo. Project No. PS2505 shall be created and funds in the amount of $191,950.00 shall be budgeted and appropriated therefor.

Personnel Services-Overtime:		$ $191,950.00
Supplies & operating:		$ 00.00
	TOTAL:	$ $191,950.00

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council may decline the grant funds. If that occurs, the Police Department cannot be reimbursed from CATPA funds for overtime or equipment costs incurred for this program.

RECOMMENDATION:

The Police Department recommends approval of the Ordinance.

Attachments: **Grant Funding Agreement and Award Letter for grant period July 1, 2025 through June 30, 2026**

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ORDINANCE NO. 11018

AN ORDINANCE APPROVING AND ACCEPTING A GRANT FUNDING AGREEMENT AND ALL APPLICABLE CONDITIONS PERTAINING THERETO FROM THE COLORADO AUTO THEFT PREVENTION AUTHORITY ("CATPA") RELATING TO THE BEAT AUTO THEFT THROUGH LAW ENFORCEMENT ("BATTLE") TEAM, ESTABLISHING PROJECT NO. PS2505, BUDGETING AND APPROPRIATING FUNDS TO PROJECT NUMBER PS2505, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

WHEREAS, City Council approved a MOU with the statewide Beat Auto Theft Through Law Enforcement Team (BATTLE) on December 28, 2019, which awarded an initial award of $47,392.00 in grant funds from the Colorado Auto Theft Prevention Authority (CATPA) for the 2019 grant year upon conditions recited therein or incorporated therein by reference;

WHEREAS, an award of grant funds has been made for the 2025-2026 grant year in the amount of $191,950.00 to assist the police department with paying overtime costs incurred in its efforts to reduce auto theft;

WHEREAS, the State has made additional awards of funds in the past under previous grant agreements and the Police Department anticipates the award of additional funds in the future pursuant to this agreement if the same are made available by the State; and

WHEREAS, acceptance of the funds offered pursuant to the 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 Award of the 2025-2026 BATTLE Overtime Allocation Grant is hereby accepted and approved in the amount of $191,950.00 in accordance with the Grant's terms and conditions.

SECTION 2.

The Grant Funding Agreement, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted. The Mayor is authorized to execute the Grant Agreement in the name of and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith.

SECTION 3.

Project No. PS2505 is hereby established in the Public Safety Grants Fund.

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SECTION 4.

The Police Department is empowered to apply for and accept additional grant awards pursuant to the Grant as those funds are made available by the State.

SECTION 5.

All current and future funds accepted under this ordinance shall be budgeted and appropriated into Project Number PS2505 by the Finance Department.

SECTION 6.

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 7.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 28, 2025.

Final adoption of Ordinance by City Council on August 11, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB402...
President of City Council

Action by the Mayor:

☒ Approved on 8/13/2025 | 4:53 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Docusign Envelope ID: 0C5872D9-70D0-49A7-BE99-36A04E641426

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:

_____
7C02EBDFFC3D43C...
City Clerk

Date: July 01, 2025

Pueblo Police Department
Project Director Sergeant Eric A. Gonzales
Transmitted by Electronic Mail

RE: BATTLE Funding Award Letter for State Fiscal Year (SFY) 2026

Dear Sergeant Eric A. Gonzales,

On behalf of the Colorado State Patrol (CSP), it is my pleasure to congratulate you on receiving a funding award as a partner agency of the Beat Auto Theft Through Law Enforcement (BATTLE) Task Force.

The Pueblo Police Department has been awarded **$191,950.00** for the SFY26 grant cycle as a partner agency. The grant period is **July 1, 2025**, **through June 30, 2026**. This award is subject to all financial and administrative requirements of the Colorado Auto Theft Prevention Authority (CATPA), including requirements outlined in the Office of Justice Programs Financial Guide, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, and the timely submission of all financial reports.

Enclosed in this packet is the Award Funding agreement, the grant budget, and a checklist for BATTLE payment submissions. To officially accept the award, we request that your authorized official **initial each page** and sign the Award Funding agreement and return to CSP via the following email: battlepayments@state.co.us.

Please return your signed Funding Award agreement **no later than 10 days after receipt of this letter**. Failure to sign your award may result in a delayed start date as well as reimbursements.

Please contact Captain Wesley Kartus at wesley.kartus@state.co.us or 303-277-8660 or Aleah Bachtel at aleah.bachtel@state.co.us or 720-822-8673 if you have any questions. We look forward to working with you in the fight against auto theft!

Best Regards,

Wesley, Kartus
Captain, Colorado State Patrol
BATTLE Project Director
Aleah Bachtel, Grants Specialist

Colorado State Patrol
Statement of Funding Award

Partner Agency Name:	Pueblo Police Department
Project Director:	Sergeant Eric A. Gonzales
Financial Officer:	Kayleigh McKenzie
Project Director Address:	200 S Main Street, Pueblo, CO 81003
Grant Number:	FY26PBLPD
Date of Issue:	July 1, 2025
Total Approved Budget:	$191,950.00
Grant Period:	July 1, 2025 through June 30, 2026
BATTLE Region:	**SOUTH**

Partner Agency Approved Budget

Pueblo PD - SFY25 BATTLE 07.01.2024			
BUDGET CATEGORY	**ORIGINAL/CURRENT ALLOCATION**	**REVISION**	**REVISED CURRENT ALLOCATION**
Overtime	$190,000.00		$190,000.00
Supplies & Operating	$1,950.00	$0.00	$1,950.00
Travel	0	0	0
Equipment	0	0	0
TOTAL	**191,950.00**	**-**	**191,950.00**

Line Item Qualifying Expenses

- **Overtime – Overtime hours and rate only**. The following will not be reimbursed: Straight time, vacation/annual leave, sick leave, holiday, compensatory**.**

Note:

- A CDPS Purchase Order authorizing CSP to reimburse the Partner Agency for expenditures in support of the BATTLE mission will be issued as soon as possible on or after July 1, 2025. Any expenditures prior to issuance of the Purchase Order will not be reimbursed.
  - Overtime for BATTLE Operations may not commence prior to the Partner Agency receipt of their SFY26 Purchase Order or has been notified in writing by their Regional Director that the Purchase Order is in effect.
  - Expenditures in any other approved budget categories may not be incurred prior to the Partner Agency receipt of their SFY26 Purchase Order or has been notified in writing by their Regional Director that the Purchase Order is in effect.
- Personnel Expense-OT backup documentation includes proof of payment (paystub or payroll report), timesheets signed by employee and supervisor.
- Supplies & Operating Expense backup documentation includes an invoice with authorization for payment and a receipt or other form of proof of payment.
- Equipment Expense backup documentation must include a current quote AND an invoice as well as proof of payment.

See Check List for BATTLE Payment Submissions for greater detail on documentation requirements (Exhibit A).

Special Conditions and Requirements

Multipart document and Additional Requirements

1. The Partner Agency affirms that the agreement consists of a multipart document: the award letter, Funding Award and associated special conditions, required performance metrics, and signatures of persons authorized to sign on behalf of the partner agency.

2. The Partner Agency agrees to comply with **all** requirements, conditions, and regulations as detailed in the enclosed Funding Award document. The authorized official must initial at the bottom of each page of the enclosed Funding Award document where indicated.

3. The Partner Agency affirms that their financial system of record and associated technology is fully adequate to support and document the separate tracking and allocation of all BATTLE grant expenditures and revenues, especially, but not limited to, defining overtime hours worked and overtime rate paid in relation to straight time hours worked and rate paid.

Financial Reporting Requirements

1. **Budget Modification Request** - Grant activities must match the approved budget included with this document. The partner agency must secure prior written approval from CSP if there is a requested change in any budget category. Failure to seek prior consent may result in the denial of reimbursement. The Partner Agency shall submit a Budget Modification form to the BATTLE Regional Coordinator requesting a revision in the Funding Award budget. The Partner Agency shall not make any changes in the budget line items or purchase equipment or other supplies until they have received authorization from the BATTLE Regional Coordinator. Reimbursement of any expenditures made by the Partner

Agency without prior written authorization shall not be reimbursed through BATTLE funds and the Partner Agency shall absorb that cost.

2. **Invoicing** - The Partner Agency agrees to submit **monthly reimbursement** requests on the Excel invoice workbook with backup documentation for reimbursement. The Partner Agency must submit the invoice workbook even if it is a zero-dollar claim no later than fifteen (15) days following the end of a calendar month. Appropriate documentation for all expenditures must accompany reimbursement requests. GMO will only approve reimbursement of actual, supported, and allowable expenses. Only financial-related documents are emailed to the BATTLE address. Any operational reports or other related working information are sent to BATTLE Regional Coordinator and not through the BATTLE email address.

   All invoices and overtime payroll must be paid by SFY June 30, 2026. Final reimbursement requests must be completed and submitted to CSP GMO within ten (10) days after June 30, 2026. Reimbursement requests received beyond this time will be subject to denial.

3. **Monitoring** - The CSP will monitor the Partner Agency's performance obligations under this Award Letter using procedures determined by the State of Colorado policies and procedures. In its sole discretion, CSP shall have the right to change monitoring procedures and requirements at any time during the term of this SFY26 grant period. The CSP shall monitor the Partner Agency's performance in a manner that does not unduly interfere with the Partner Agency's performance of grant work.

   As the grant's fiscal agent, CSP shall monitor Partner Agency, including desk reviews, agency visits, and phone interviews. The Partner Agency shall be notified at least thirty (30) days in advance of any scheduled monitoring visits. As a recipient of these funds, the Partner Agency agrees to cooperate with and respond to any requests for information about your award within fifteen (15) days of audit notification.
   If the CSP identifies any audit finding(s), the Partner Agency will have the opportunity to make provisions to correct the finding(s). Any false statements or claims with the awarded funds may result in fines, imprisonment, or any other remedy available by law.
   The Partner Agency has the right to protest any audit findings. All protests must be in writing and sent to the BATTLE Project Director and the Financial officer.
4. **Funding from Multiple Sources** - The recipient understands and agrees to notify CSP if it receives, from any other sources, funding for the same items or services also funded under this award. The Partner Agency shall not supplant awarded funds with city and county funds already budgeted for the same purpose. If CSP determines there is supplanting of funds, award funds will be revoked and all expended funds shall be returned to CSP within thirty (30) days.

5. **Capital Equipment** – Capital equipment is any item purchased at **$5,000 per unit or more** using funds under a CATPA grant. The retention period ends when the value of the equipment has depreciated to **less than $5,000 per unit** or the equipment is older than five (5) years, whichever comes first.

A. *Capital Equipment Ownership*. Capital equipment becomes the property of the recipient agency approved in the Funding Award and remains in possession of the original agency so long as it continues to be used for auto theft prevention activities as approved by the CATPA Office. If the equipment retention period has not expired and the equipment is no longer needed or used for auto theft prevention activities, BATTLE retains the right to reallocate the equipment for auto theft prevention.

B. *Inventory of Capital Equipment*. Under this agreement, the Partner Agency's inventory of capital equipment shall occur during the retention period by the BATTLE Project Director. A complete equipment inventory list is maintained by the BATTLE Project Director. The Partner Agency shall submit its inventory list to the BATTLE Regional Coordinator upon request of the BATTLE Project Director.

C. *Purchase of New Capital Equipment*. Stickers indicating the purchased equipment is through grant funding will then be supplied by GMO. The stickers must be attached to the equipment (near the serial number) and remain so until disposition of the Capital Equipment

D. Inventory Removal of Capital Equipment. The Partner Agency shall make a written request for removal of capital equipment, along with a completed CATPA Grant Equipment Inventory Removal Certification Form and send it to the BATTLE Regional Coordinator. Request to remove capital equipment from the CATPA inventory is approved on any of the following conditions:

i. Equipment Lapses Retention Period. Equipment may be removed when the purchase date is five (5) or more years past, regardless of the equipment's actual purchase price or depreciated value.

ii. Equipment Value is **Less than $5,000 per unit**. Equipment may be removed from inventory when it has depreciated to a value **less than $5,000**. In such cases, the Partner Agency shall provide documentation on the justification for the depreciation and send it to the BATTLE Regional Coordinator. CSP and CATPA recognize generally accepted accounting principles and encourage the Partner Agency to use the straight-line depreciation method. Guidance on the straight-line depreciation method is in the FY26 CATPA Grant Manager's Guidance Manual.

iii. Equipment Loss, Theft, or Damage. Equipment reported as lost, stolen, or otherwise damaged beyond its serviceable use, may be removed from inventory. In such cases, the Partner Agency must submit a written report narrating the equipment loss, theft, or damage circumstances.

iv. Equipment Trade or Sale. Equipment may be removed from the inventory list when it is determined that the trade or sale of the equipment is beneficial for the Partner Agency. Any funds acquired during an approved sale of equipment shall be returned to CSP and reflected on the Financial Payment Reimbursement Request Form.

iv. Equipment Transfer. The transference of equipment may occur if the Partner Agency no longer needs or uses it. The CATPA Board will have final authority in approving requests for equipment transfers and reflected on the Partner Agency's inventory.

Other Terms and Conditions

1. **Change of Personnel -** The partner agency agrees to promptly give written notification to CSP of any changes in the authorized official, project director, financial officer, or grant-funded personnel.

2. **Partner Agency Records and Retention**

A. *Record Retention* – The funds received in this Funding Award are for one year (the Grant Period). The Partner Agency shall maintain all funding related records for a period of **five (5)** years following the last day of the grant period. If there is any litigation, claim, or audit related to this Funding Award then retention starts before the expiration of the Record Retention requirement, this period shall extend until resolution of litigations, claims, or audit findings and final action taken by the CSP. For equipment records, the Record Retention Period shall be **five (5)** years following the purchase of such property.

B. *Records Inspection and Maintenance* – The Partner Agency must make, keep, maintain a complete file of all records, documents, communications, notes, and other materials which can be written or electronic. The record should include files and communications about the Funding Award work or the delivery of services and goods hereunder. The records shall be available for inspection and monitoring by CSP.

The Partner Agency shall permit CSP to audit, inspect, examine, copy and transcribe Partner Agency records during the Record Retention period. Partner Agency shall make its records available during regular business hours at Partner Agency's office or place of business or at other mutually agreed upon times or locations. The Partner Agency will receive no fewer than two (2) Business Days' notice from the CSP unless CSP determines that a shorter period of notification, or no warning, is necessary to protect the interests of the CSP.

3. **Discrimination** - As a condition of receipt of state funds, you acknowledge and agree that you will not, on the grounds of race, color, religion, national origin, sex, or disability, unlawfully exclude any person from participation in, deny the benefits of, or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with state funds. You will also not discriminate in the delivery of benefits or services based on age. These civil rights requirements are found in the non-discrimination provisions of Title VI of Civil Rights Act of 1964, as amended (42 U.S.C. §2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. §3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794); and the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101).

4. **Equal Employment Opportunity** - The Partner Agency must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

5. **Sub-awarding Partner Agency Funds** - The Partner Agency shall not subaward or pass through to another entity these funds such as, but not limited to, public and private agencies, nor to any persons.

6. **Criminal Law Violations** - Subrecipients must timely disclose in writing to the BATTLE Project Director all state and federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded state funding. Failure to make required disclosures can result in any remedies, including suspension or revoking awarded funds.

7. **CONFIDENTIAL INFORMATION-STATE RECORDS**

A. Confidentiality

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

(iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

C. Other Entity Access and Nondisclosure Agreements

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

D. 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.

E. 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.

F. Safeguarding PII

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

8. **CONFLICTS OF INTEREST**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's

obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

9. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, et seq.,

C. R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

10. REMEDIES

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

11. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to the CATPA Board or an official designated by the Department of Public Safety by Grantee for resolution.

12. **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 Agreement shall be in writing and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

13. **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.

Return:

The Partner Agency will sign a copy of the Funding Award and return the agreement to the CSP BATTLE email. Once CSP obtains all signatures, the Partner Agency will receive a copy of this agreement.
The parties hereto have executed this binding Funding Award.

Persons signing for Partner Agency hereby swear and affirm that they are authorized to act on Partner Agency's behalf and acknowledge that the Colorado State Patrol relies on their representations to that effect. The Funding Award 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 was an original thereof.

PARTNER AGENCY	COLORADO STATE PATROL
Legal Name of Partner Agency	
Name of Official, Title	Wesley Kartus, Captain BATTLE Project Director
Date Signed	Date signed 7/28/2025

City Clerk's Office Item #_____

Background Paper for Proposed ORDINANCE

COUNCIL MEETING DATE: July 28, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chief Chris Noeller – Police Department

SUBJECT: An Ordinance approving and accepting a grant funding agreement and all applicable conditions pertaining thereto from the Colorado Auto Theft Prevention Authority ("CATPA") relating to the Beat Auto Theft Through Law Enforcement ("BATTLE") Team, establishing Project No. PS2505, budgeting and appropriating funds to project number PS2505, and authorizing the Mayor to execute same

SUMMARY:

City Council approved a 3-year MOU with the statewide Beat Auto Theft Through Law Enforcement Team (BATTLE) on June 28, 2021. The 3-year MOU's terms expired on June 30, 2024. Effective July 1, 2025, the Pueblo Police Department is awarded ~~$190,000.00~~ $191,950.00 in funds for supplies and operating expenses as well as overtime costs associated with auto theft investigation and enforcement. Attached is the Grant Funding Agreement and Award Letter. This Ordinance establishes Project No. PS2505 and budgets and appropriates necessary funds to project number PS2505.

PREVIOUS COUNCIL ACTION:

City Council has approved ordinances accepting Auto Theft Prevention Grants each year beginning in July 2009. On July 1, 2024, the Pueblo Police Department was awarded $130,000.00 in funds for overtime costs associated with Auto Theft investigation and enforcement. Acceptance of those funds was approved by Ordinance No. 10516.

BACKGROUND:

Each year since July 2009, the City of Pueblo and Pueblo Police Department have accepted Colorado auto theft grant funds. The total funds are disbursed by CATPA and are shared among several different law enforcement agencies in Colorado. A Memorandum of Understanding formalizes the relationship between the various participating agencies.

The BATTLE multi-jurisdictional task force focuses on the prevention and reduction of motor vehicle thefts as well as the identification, investigation, location of stolen motor vehicles, and apprehension of suspects. The task force works to increase the number of stolen vehicles

recovered, offenders arrested, and decrease vehicle thefts. The agencies accomplish this through educational and intelligence-led enforcement efforts throughout participating jurisdictions with task force members sharing information amongst each other and any other requesting agency.

The task force utilizes grant funds provided by the Colorado Auto Theft Prevention Authority (CATPA) to help complete its mission. Funds shall be used only in accordance with the provisions of CATPA's SFY26 grant award, pursuant to the project number FY26PBLPD, to the Colorado State Patrol (BATTLE) Team.

FINANCIAL IMPLICATIONS:

The Pueblo Police Department shall receive $190,000.00 as allocated by the grant award. No match is required by the City of Pueblo. Project No. PS2505 shall be created and funds in the amount of ~~$190,000.00~~ $191,950.00 shall be budgeted and appropriated therefor.

Personnel Services-Overtime:		$ ~~$190,000.00~~ $191,950.00
Supplies & operating:		$ 00.00
	TOTAL:	$ ~~$190,000.00~~ $191,950.00

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council may decline the grant funds. If that occurs, the Police Department cannot be reimbursed from CATPA funds for overtime or equipment costs incurred for this program.

RECOMMENDATION:

The Police Department recommends approval of the Ordinance.

Attachments: **Grant Funding Agreement and Award Letter for grant period July 1, 2025 through June 30, 2026**

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A GRANT FUNDING AGREEMENT AND ALL APPLICABLE CONDITIONS PERTAINING THERETO FROM THE COLORADO AUTO THEFT PREVENTION AUTHORITY ("CATPA") RELATING TO THE BEAT AUTO THEFT THROUGH LAW ENFORCEMENT ("BATTLE") TEAM, ESTABLISHING PROJECT NO. PS2505, BUDGETING AND APPROPRIATING FUNDS TO PROJECT NUMBER PS2505, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

WHEREAS, City Council approved a MOU with the statewide Beat Auto Theft Through Law Enforcement Team (BATTLE) on December 28, 2019, which awarded an initial award of $47,392.00 in grant funds from the Colorado Auto Theft Prevention Authority (CATPA) for the 2019 grant year upon conditions recited therein or incorporated therein by reference;

WHEREAS, an award of grant funds has been made for the 2025-2026 grant year in the amount of ~~$190,000.00~~ $191,950.00 to assist the police department with paying overtime costs incurred in its efforts to reduce auto theft;

WHEREAS, the State has made additional awards of funds in the past under previous grant agreements and the Police Department anticipates the award of additional funds in the future pursuant to this agreement if the same are made available by the State; and

WHEREAS, acceptance of the funds offered pursuant to the 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 Award of the 2025-2026 BATTLE Overtime Allocation Grant is hereby accepted and approved in the amount of ~~$190,000.00~~ $191,950.00 in accordance with the Grant's terms and conditions.

SECTION 2.

The Grant Funding Agreement, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted. The Mayor is authorized to execute the Grant Agreement in the name of and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith.

SECTION 3.

Project No. PS2505 is hereby established in the Public Safety Grants Fund.

SECTION 4.

The Police Department is empowered to apply for and accept additional grant awards pursuant to the Grant as those funds are made available by the State.

SECTION 5.

All current and future funds accepted under this ordinance shall be budgeted and appropriated into Project Number PS2505 by the Finance Department.

SECTION 6.

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 7.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 28, 2025.

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

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City Clerk's Office Item # R13

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 11, 2025

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 TRANSFER AGREEMENT BETWEEN CATHOLIC HEALTH INITIATIVES COLORADO (ST. MARY CORWIN HOSPITAL), A COLORADO NONPROFIT CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO FIRE DEPARTMENT (PFD) ALLOWING THE TRANSFER OF PATIENTS FROM PFD TO THE HOSPITAL FOR CONTINUITY OF CARE

SUMMARY:

This Ordinance approves a transfer agreement between the Catholic Health Initiatives Colorado doing business as St. Mary Corwin Hospital and the Pueblo Fire Department for the best interest of the people served by the City fo Pueblo so as to facilitate the orderly transfer of patients from PFD to Hospital for continuation of care.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Catholic Health Initiatives Colorado and The Pueblo Fire Department facilities are located in the City of Pueblo which fall under the Pueblo Fire Department jurisdiction. The Catholic Health Initiative Colorado runs St. Mary Corwin Hospital in Pueblo. PFD regularly transfers both emergency and nonemergency patients to St. Mary Corwin and as such has pertinent medical information about that patient needed by St. Mary Corwin and its providers to ensure the continuity of care. This agreement formalized the transfer of information between PFD and St. Mary Corwin in such circumstances.

FINANCIAL IMPLICATIONS:

None.

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BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not accepting this Agreement would mean no formal understanding between PFD and St. Mary Corwin would exist.

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

1. City of Pueblo, SMC 7.7.2025 final (part 1) - signed

Docusign Envelope ID: A99F29E5-E591-4C66-A6D1-8EAD5868A437

ORDINANCE NO. 11019

AN ORDINANCE APPROVING THE TRANSFER AGREEMENT BETWEEN CATHOLIC HEALTH INITIATIVES COLORADO (ST. MARY CORWIN HOSPITAL), A COLORADO NONPROFIT CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO FIRE DEPARTMENT (PFD) ALLOWING THE TRANSFER OF PATIENTS FROM PFD TO THE HOSPITAL FOR CONTINUITY OF CARE

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

SECTION 1.

The transfer agreement between the Catholic Health Initiatives Colorado and The Pueblo Fire Department, a copy of which is attached hereto and incorporated herein, is approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

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 July 28, 2025.

Final adoption of Ordinance by City Council on August 11, 2025.

DocuSigned by:
Mark Aliff
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President of City Council

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Action by the Mayor:

☒ Approved on 8/13/2025 | 4:53 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
_____
City Clerk

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TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT ("***Agreement***") is made and entered into as of the last signature date attached hereto (the "***Effective Date***") by and between Catholic Health Initiatives Colorado, doing business as St. Mary-Corwin Hospital, a Colorado nonprofit corporation ("***Hospital***"), and the City of Pueblo, a Colorado Municipal Corporation, by and through the Pueblo Fire Department ("***PFD***").

WITNESSETH THAT

WHEREAS, Hospital is a Colorado nonprofit corporation that operates to provide access to patient care for the residents of its service area; and

WHEREAS, Hospital and PFD (the "***Parties***") have determined that in order to provide continuity of care and treatment appropriate to the needs of each patient that the Parties enter into a Transfer Agreement to facilitate the transfer of patients from PFD to Hospital.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Hospital and PFD agree as follows:

1. TERM. The term of this Agreement shall commence on the Effective Date, and shall automatically renew on an annual basis unless modified by mutual agreement or terminated as provided herein.

2. PURPOSE OF AGREEMENT. The purpose of this Agreement is to provide for the orderly transfer of patients from PFD to Hospital so as to facilitate the provision of appropriate and efficient care to patients.

3. PATIENT TRANSFER. The need for transfer of a patient pursuant to this Agreement shall be determined by the patient's attending physician. When such determination has been made and the consent of the patient or individual acting on the patient's behalf has been obtained, the transferring physician shall contact Hospital and obtain acceptance of the patient prior to transfer. Hospital agrees to accept the patient as promptly as possible, provided that all conditions for transfer and admission are met and that it has the medical staff, personnel, equipment, patient services, and space to accommodate the patient.

4. PROVISION OF INFORMATION TO EACH PARTY. Each Party shall provide the other with the names and titles of persons authorized to initiate, confirm, and accept the transfer of patients on its behalf. Hospital shall provide PFD with information concerning the type of resources available and the type of patients and health conditions that Hospital is able to accept.

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5. TRANSFER CONSENT. PFD shall be responsible for obtaining consent to transfer from the patient or individual acting on the patient's behalf, prior to transferring the patient.

6. UNSTABLE MEDICAL CONDITIONS. PFD shall make every reasonable effort commensurate with staffing and facilities to stabilize the patient and minimize the risks to the patient's health prior to transfer.

7. MEDICAL RECORDS. PFD agrees to provide Hospital upon transfer, or in the case of emergency transfer as promptly thereafter as possible, medical and administrative information including, where appropriate, the following:

a. Patient's name, address, telephone number, age, and name, address, and telephone number of the next of kin;

b. History of the injury or illness necessitating the transfer, and, in the case of an emergency condition, observations of signs or symptoms, and the preliminary diagnosis, if any;

c. The written consent of the patient, or individual acting on the patient's behalf, to the transfer, or the written certification as above described;

d. Condition upon transfer;

e. Vital signs at time of transfer;

f. Treatment provided to the patient prior to transfer including any medications administered;

g. Laboratory and x-ray findings;

h. Fluids given, by type and volume, immediately prior to transfer;

i. Name, address, and phone number of physician transferring or authorizing the transfer of the patient;

j. Name of physician/designee at Hospital who has accepted the transfer and to whom the patient is to be transferred;

k. Name of physician/designee at Hospital who has been contacted about the Patient;

l. Patient's third party billing information; and

m. Any additional information required by this Agreement or any applicable state regulation.

In the case of an emergency, particularly where the patient is unstable, this information shall be provided by the most expeditious means, including

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telephonically, facsimile and, if reasonably possible, prior to or at the time of the arrival of the patient at Hospital, to be followed as soon as possible with originals or useable photocopies of the originals. In the case of an emergency, or where the patient is unstable, the patient will be accompanied by a member of the transferring staff who will make themselves available to give verbal report and aid in family support.

PFD agrees to supplement the above information as necessary for the proper care of the patient during transport and treatment following transfer.

8. CONFIDENTIALITY. The Parties agree that all medical records of patients undergoing transfer shall be treated as confidential so as to comply with all state and federal laws, rules and regulations regarding the confidentiality of patient records.

9. PAYMENT FOR SERVICES. The patient is primarily responsible for payment for care rendered by either Party. Each Party shall be responsible only for collecting its own payment for services rendered to the patient by the respective Party. No clause of this Agreement shall be construed to authorize either Party to look to the other for payment for services rendered to a patient transferred pursuant to this Agreement; provided, however, that should such obligation arise pursuant to other agreements, arrangements, or law, nothing in this Agreement shall be construed to modify or limit such obligation.

10. TRANSPORTATION OF PATIENT. PFD shall be primarily responsible for providing or arranging the transportation and appropriate care of the patient during transportation. Hospital's responsibility for patient care shall commence upon arrival of the patient at Hospital. In the event that Hospital utilizes its own transportation service or otherwise arranges to transport the patient, then Hospital's responsibility for the patient's care shall begin upon Hospital's acceptance of the patient prior to transport. Any patient transferred should be as directed by the attending physician.

11. ADVERTISING AND PUBLIC RELATIONS. Neither Party shall use the name of the other party in any promotional or advertising material unless review and approval of the intended advertisement shall first be obtained from the other. Neither Party shall make any statements or representations of any special relationship between them by virtue of this Agreement or represent that a patient enjoys any benefit from this Agreement, which is not available at other facilities.

12. LIABILITY. Each Party shall be responsible for the acts and omissions of its management, employees, agents or independent contractors and shall not be responsible for the acts and omissions of the management, employees, agents or independent contractors of other. To the extent permitted by Colorado law, PFD agrees to indemnify and hold Hospital harmless for all claims, actions and liability, including costs and attorney's fees, arising from the negligence, acts or omissions of PFD. Hospital agrees to indemnify and hold PFD harmless from all claims, acts or omissions of Hospital.

13. INSURANCE. Each Party, at its own expense shall secure and maintain, or cause to be secured and maintained, comprehensive general liability insurance,

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professional liability insurance, and property damage insurance covering itself and its management, employees, agents and independent contractors providing minimum limits of liability as is usual and customary.

14. INDEPENDENT CONTRACTOR STATUS. Both Parties are independent contractors. Neither Party is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the control of the management, assets, and affairs of the respective Parties. Neither Party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other Party to this Agreement.

15. TERMINATION OF AGREEMENT.

a. *Voluntary Termination*. This Agreement may be terminated by either Party at any time, and for any reason, by giving thirty (30) days written notice of its intention to withdraw from this Agreement, and by ensuring the continuity of care to Patients who already are involved in the transfer process. The terminating Party will be required to meet its commitments under the Agreement to all patients for whom the other Party has begun the transfer process in good faith.

b. *Involuntary Termination*. This Agreement shall be terminated immediately upon the occurrence of any of the following:

i. Either Party is damaged to such an extent that its business is terminated or temporarily interrupted to the extent that it cannot accept or provide adequate care to patients;

ii. Either Party loses its license or accreditation;

iii. Either Party is no longer able to provide the service contemplated by this Agreement; or

iv. Either Party is in default under any of the terms of this Agreement.

16. EXCLUDED PROVIDER. PFD hereby represents and warrants that PFD is not and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. PFD hereby agrees to immediately notify Hospital of any threatened, proposed, or actual exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that PFD is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that PFD is in breach of this Section, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

17. NOTICE. Any notice required to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, to the Parties as follows:

Docusign Envelope ID: A99F29E5-E591-4C66-A6D1-8EAD5868A437

To Hospital: St. Mary-Corwin Hospital
1008 Minnequa Ave.
Pueblo, CO 81004
Attn: CEO

To PFD: Pueblo Fire Department
1551 Bonforte Blvd.
Pueblo, CO 81001
Attn: Fire Chief

18. FINANCIAL RECORDS – ACCESS. The Parties agree to retain and make available upon request for a period of four (4) years after the furnishing of such services as described in this contract, the contract, books, documents and records which are necessary to certify the nature and extent of the cost thereof when requested by the Secretary of Health and Human Services or the Comptroller General, or any of their duly authorized representatives.

If the Parties carry out any duties of this contract through a subcontract with a related organization valued at Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, the subcontract shall also provide that the Secretary of Health and Human Services or the Comptroller General may have access to the subcontract and the subcontractor's books, documents and records necessary to verify the costs of the subcontract for a period of four (4) years after the services have been furnished.

This provision relating to the above retention and production of documents is included because of possible application of Section 1395x(v)(1)(I) of the Social Security Act to this Agreement. If this section should be found inapplicable, then this clause shall be deemed to be inoperative and without force and effect.

19. ASSIGNMENT. Either Party hereto without the express written consent of the other Party shall not assign this Agreement in whole or in part.

20. AMENDMENT. This Agreement may be amended only by written agreement signed by the Parties hereto.

21. GOVERNING LAW. This Agreement is made and entered into in the State of Colorado and shall be governed and construed in accordance with the laws of the State of Colorado and the United States of America.

22. AGREEMENT NOT EXCLUSIVE. This Agreement is not exclusive and either Party is free to enter into such other and similar contracts with other parties as they, in their sole discretion, shall deem necessary or desirable. Nothing herein shall be construed as limiting the right of either Party to refer or transfer any patients to any institution or PFD and nothing herein shall be construed as requiring or contemplating any compensation or remuneration in any form between the Parties arising from, or related to, the transfer or referral of any patient for any reason.

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23. INVALID PROVISION. In the event that any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be deemed to continue to be binding upon the Parties hereto in the same manner as if the invalid or unenforceable provision was not a part of this Agreement.

24. WAIVER. No waiver of any term or condition of this Agreement by either Party shall be deemed in a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.

25. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and contains all of the agreements between them with respect to the subject matter thereof and supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof.

26. BINDING AGREEMENT. This Agreement shall be binding upon the Parties and their successors or assigns.

27. HEADINGS. The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand express provisions of this Agreement.

SIGNATURE PAGE TO FOLLOW

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and year first below written.

CATHOLIC HEALTH INITIATIVES COLORADO DBA ST. MARY-CORWIN HOSPITAL

By: Michael A. Cafasso

Name: Michael Cafasso

Title: CEO

Date: 07/30/2025

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

Signed by:

By: Heather Graham

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Name: Heather Graham

Title: Mayor

Date: 8/13/2025 | 4:53 PM MDT

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City Clerk's Office Item # R14

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 11, 2025

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 APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2025 REGULAR MUNICIPAL ELECTION

SUMMARY:

This Ordinance approves an Intergovernmental Agreement with Pueblo County to perform the functions required in the Administration of the November 4, 2025 General Municipal Election to be conducted as a Coordinated Election and Mail Ballot Election.

PREVIOUS COUNCIL ACTION:

On July 28, 2025 City Council approved an Ordinance directing that the November 4, 2025 Regular Municipal Election be conducted as part of a Coordinated Election with Pueblo County.

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:

The City is a home-rule city charged with the responsibility of providing for and governing the conduct of all its municipal elections pursuant to Articles 2, 3, 17, 18 and 19 of its Charter and Article XX of the Colorado Constitution. Section 1-7-116 C.R.S. requires entry into and performance of an intergovernmental agreement where political subdivisions and the County Clerk and Recorder cooperate in the conduct and financing

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of the election. The IGA outlines the allocation of the responsibilities between the City and the County in the conduct of the election.

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 cost is estimated to be between $90,000 and $95,000. Funding for the costs associated with conducting the Regular Municipal Election have been allocated in the City Clerk's 2025 Departmental Budget.

BOARD/COMMISSION RECOMMENDATION:

It has been determined by the Board of Elections, that it is in the best interest of the City and its residents to participate in and conduct its election as a coordinated election and mail ballot election in accordance with the procedures and requirement of the Uniform Election Code of 1992, except to the extend same conflict with a specific provision of the City Charter.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None. Per Section 17-2 of the City Charter general municipal elections shall be held on the First Tuesday in November. It is more cost effective for the City to participate in a Coordinated Election than for the City to independently conduct its own election.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. 2025 Fall Election IGA - City of Pueblo

Docusign Envelope ID: 4796901B-00A2-4F9A-8553-4A34F7B10369

ORDINANCE NO. 11020

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2025 REGULAR MUNICIPAL ELECTION

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

SECTION 1.

The Intergovernmental Agreement for election services between the City of Pueblo, a Colorado Municipal Corporation and the County of Pueblo, a Political Subdivision of the State of Colorado, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Intergovernmental 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 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 July 28, 2025.

Final adoption of Ordinance by City Council on August 11, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB402...
President of City Council

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Action by the Mayor:

☐ Approved on 8/14/2025 | 11:34 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA402...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2025, between Pueblo County, a political subdivision of the State of Colorado, on behalf of the Clerk and Recorder of Pueblo County, hereinafter referred to as the "County Clerk," and the City of Pueblo, a Colorado Municipal Corporation, hereinafter referred to as "City."

WITNESSED:

WHEREAS, the City is a home-rule city charged with the responsibility of providing for and governing the conduct of all of its municipal elections pursuant to Articles 2, 3, 17, 18, and 19 of its Charter and Article XX of the Colorado Constitution; and

WHEREAS, the County Clerk has the facilities to perform the functions required in the administration of those elections and is authorized to conduct elections as provided by law; and

WHEREAS, Colorado Constitution Article XIV, Section 18(2)(a), and C.R.S. § 29-1-203, as amended, authorize the County Clerk and the City to cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, by Ordinance, the City has determined that it is in the best interests of the City and its residents to participate in and conduct its election to be held on November 4, 2025, as a “coordinated election” and “mail ballot election” in accordance with the procedures and requirements of the Uniform Election Code of 1992 and related rules and regulations promulgated by the Colorado Secretary of State (collectively, "the Code"), except to the extent the Code conflicts with a specific provision of the Charter; and

WHEREAS, C.R.S. § 1-7-116, requires entry into and performance of intergovernmental agreements where political subdivisions and the county clerk and recorder cooperate in the conduct and financing of the election and provide for reasonable sharing of costs; and

WHEREAS, the Constitution of Colorado, Article X, Section 20 and the Code, require the production of a mailed Notice ("TABOR Notice") concerning certain ballot issues that may be submitted to the electors of the City; and

WHEREAS, the TABOR Notices of several jurisdictions are to be sent as a package where jurisdictions overlap ("TABOR Notice Package"); and

WHEREAS, the need to produce the TABOR Notice Package requires that there be County-wide coordination of the production and mailing of the TABOR Notice Package to effectuate the purposes of said constitutional section; and

WHEREAS, the County Clerk and Recorder of Pueblo County and the City desire to set forth their respective responsibilities in the production and mailing of the TABOR Notice Package for elections conducted pursuant to this Intergovernmental Agreement; and

WHEREAS, the County Clerk and the City have determined that it is in the best interests of the County, the City, and their respective inhabitants and landowners to cooperate and contract concerning the coordinated election on November 4, 2025 upon the terms and conditions contained herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. GENERAL MATTERS:

A. Purpose:

The purpose of this Agreement is to set forth the tasks to be completed by the County Clerk and the City in the conduct and financing of the November 4, 2025 election.

B. Coordinated Election Official and Other Election Personnel:

Except as otherwise provided in this Section, the County Clerk shall act as the Coordinated Election Official for the conduct of the election for the City for all matters in the Code which require action by the Coordinated Election Official, except to the extent such action must be performed by the City Clerk or City's Board of Elections pursuant to Charter requirements and except as otherwise provided in this Agreement.

The City designates Marisa Stoller, City Clerk, as its "Designated Election Official" who, together with the City's Board of Elections, shall be the primary liaison between the City and the County Clerk and who shall have the primary responsibility for the conduct of the election procedures to be handled by the City hereunder and who shall cooperate with the County Clerk in the conduct of the election.

C. The County Clerk shall conduct the coordinated election on November 4, 2025 in conformity with the Code. The City shall provide explicit written instruction to County Clerk regarding any action City determines the County Clerk must perform that is required by the City Charter and which conflicts with the Code. With respect to the November 4, 2025 election, the Parties have communicated in advance of this Agreement and have determined that no deviations from the Code are currently being requested.

D. The parties acknowledge that for the purposes of the coordinated election on November 4, 2025, regardless of any registration requirements in the City Charter or City Code, the County Clerk will decide who is eligible to receive ballots pursuant to C.R.S. § 1-2-101.

E. The parties acknowledge that all interpretations of the City Charter and City Code shall be and remain the sole responsibility of, and are to be exclusively handled by, the City.

II. DUTIES OF THE COUNTY CLERK:

The County Clerk shall perform the following duties for the City in connection with the conduct of the coordinated election to the extent required:

A. Determine the "least cost" method for mailing the TABOR Notice Package.

B. Combine the text of the TABOR Notice produced by the City, if any, with those of other jurisdictions to produce the TABOR Notice Package. The County Clerk may determine the order of the TABOR Notice submitted by the City and those of other jurisdictions to be included in the TABOR Notice Package, provided, however, that the materials supplied by the City shall be kept together as a group and in the order supplied by the City, unless as otherwise required by the Code.

C. Address the TABOR Notice package to "all registered voters" at each address of one or more active registered electors of the City. Nothing herein shall preclude the County Clerk from sending the TABOR Notice or Notice Package to persons other than electors of the City if such sending arises from the County Clerk's efforts to mail the TABOR Notice Package at "least cost".

D. Mail the TABOR Notice Package, as required by the Code.

E. Provide the final layout of the mail ballots and official ballots to the City in order to permit the City to review, proofread, and approve before the County Clerk authorizes the printing of the ballots. Within twenty-four (24) hours of receipt of ballots from County Clerk, the City shall return the ballots following review, proofreading and approval.

F. Arrange for the printing, and have printed, all mail ballots and official ballots. In consultation with the Designated Election Official, the County Clerk will order the number of ballots reasonably expected to be required to be printed for each Voter Service Poling Center (“VSPC”).

G. Mail to all active registered electors eligible to vote in the City’s November 4, 2025 coordinated election at the last mailing address appearing in the County Clerk’s records, a mail ballot packet, as required by law.

H. Appoint, train, pay and as required by law, provide written materials to a sufficient number of qualified election judges to adequately serve the number of electors anticipated to vote in the coordinated election. The election judges for the City election may be the same persons as are employed for elections held by other jurisdictions on the same day and at the same VSPC(s).

I. Conduct such formal training sessions for the election judges as deemed reasonably necessary by the County Clerk.

J. Perform all services necessary for mail ballot in the City's coordinated election, including preparing of mail ballots and mail ballot voter materials, and receiving and processing of applications for mail ballots, mailing mail ballot materials, receipt of mail ballot materials, checking voter qualifications, and preparation for counting, opening, and conduct of the VSPC(s).

K. Oversee the performance of the election judges with respect to their posting duties of required sample ballot, instruction cards, precinct maps, and other interior VSPC(s) postings as may be required by law.

L. Certify the results of the City's election within the time required by law and forthwith provide the City with a copy of all election statements and certificates which are to be created under the Code and provide City with election abstracts and official certifications in such number as the City may reasonably require.

M. Store all voted ballots for a minimum of twenty-five (25) months and all signature cards of electors who cast ballots at the election for a minimum of twenty-five (25) months, and all other materials required by law to be saved for twenty-five (25) months. If necessary, in connection with or to resolve any challenge, suit, or other legal question that might arise regarding the election, the City requires access to stored ballots, the County Clerk shall cooperate with the City to provide appropriate access to the same.

N. Facilitate special accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Absentee Voting Act.

O. Conduct a recount of any contest where the final ballot tabulation mandates a recount under C.R.S. § 1-10.5-101 or if requested by an interested party C.R.S. § 1-10.5-106.

III. ELECTION COSTS:

A. County Clerk shall keep a careful, accurate, and contemporaneous accounting of time, supplies, and salaries chargeable to the City including:

1. Charging the City for that portion of staff time, including salary and benefits, directly attributable to conducting the coordinated election on behalf of the City and that portion of building rental, both for set-up and VSPC's and materials directly attributable to the City for the preparation and conduct of the coordinated election.

2. Charging the City for the cost of election and mail ballot judges, provided, however, that such cost shall be prorated by multiplying the number of judges and dividing the result by the number of jurisdictions utilizing each VSPC.

3. The cost of any recount(s) will be charged and prorated among each of the participating Public Entities involved in the recount.

B. Adhere to all applicable provisions of the Code which are necessary or appropriate to the performance of the above duties.

IV. DUTIES OF THE CITY:

In consideration of the foregoing, the City agrees to perform the following tasks and activities to the extent required:

A. Provide the County Clerk all TABOR Notices concerning City ballot issues in the manner required by the Code on or before September 22, 2025, by 4:30 p.m. Such TABOR Notice shall include:

1. The election date, hours, ballot title, text, and the City's local election office address and the City's election office telephone number.

2. For proposed City tax or bonded debt increases, the estimated or actual total of City fiscal year spending for the current year and each of the past four years and the overall percentage and dollar change.

3. For the first full fiscal year of each proposed City tax increase, City estimates of the maximum dollar amount of each increase and of district fiscal year spending without the increase.

4. For proposed City bonded debt, its principal amount and maximum annual and total district repayment cost and the principal balance of total current City bonded debt and its maximum annual and remaining total City repayment cost.

5. Two summaries, up to five hundred (500) words each, one for and one against any ballot proposal, of written comments filed with the Designated Election Official. The summary shall neither mention names of persons or private groups nor make any endorsements of or resolutions against the proposal. Petition representatives following these rules shall write this summary for their petition. The Designated Election Official shall maintain and accurately summarize all other relevant written comments.

6. Summarize written comments concerning ballot issues following receipt of such comments received from the Designated Election Official and the public as necessary for use in the TABOR Notice.

7. A completed TABOR Notice shall be provided to the County Clerk in Microsoft Word format. Regardless of the total number of pages, the

submission to the County Clerk shall be on one side of each page. This submission shall be in the form that shall be printed by the County Clerk and may not be changed by the City following submission to the County Clerk without special written dispensation from the County Clerk (such dispensation may be withheld for any or no reason) and shall be provided to the County Clerk on or before September 22, 2025.

B. Perform such acts as may be required by law or the City Charter, including circulation, approval, review, and all other activities, relating to any matter that may concern the City. The Designated Election Official shall interact with any City petition representatives, including but not limited to, working to ensure that the Designated Election Official receives the summary of written comments for their petition within the time required by law.

C. Certify the complete ballot content to the County Clerk, on or before September 5, 2025; review, proofread, and approve the final ballot and provide to the County in the same manner set forth, within the time required by law and provide the ballot content in hard copy and in Microsoft Word format.

D. Review, proofread and confirm the layout, format, and text of the official ballots within twenty-four (24) hours of receipt before the County Clerk authorizes the printing of the ballots.

E. Pay to the County Clerk the City's share of the actual cost of materials and services specified in items 1-10 of this Section, Paragraph E. upon receipt of the itemized statement for same. (The City agrees to compensate the County Clerk on a prorated basis for costs not solely related to the City's election, and to pay full cost of materials and services solely related to the City's election). The City represents that funds have been appropriated for this Election and are sufficient to compensate the County Clerk for the services described in this Agreement.

1. Actual costs of services, materials, and mileage associated with the conduct of the election. Actual costs include, but are not limited to, the costs of labor, printing, and materials itemized, identified, and consumed for the conduct of the City's election. The actual cost of labor includes the actual hourly wage, including overtime whether paid or provided as compensatory time, and all associated benefits paid to each staff member, which are directly attributable to conducting the coordinated election on behalf of City.
2. Actual costs for a complete alphabetical listing of electors, in electronic format.
3. Actual costs for alphabetical listing by precinct.
4. Actual costs for election preparation, set-up and tabulation and processing charge.
5. Actual costs of building rental for set-up activities and VSPC.

6. Actual costs for election and mail ballot judges.

7. Actual costs of preparation and publication of all notices required by the Election Code.

8. Actual cost of preparing and printing the ballots.

9. Actual costs for all mailings.

10. Any other cost or expense shall be as mutually agreed to between the City and the County Clerk. Such agreement shall be in writing and signed by both parties in compliance with Section VI., Paragraph B. herein.

F. Within the time frames established by C.R.S. § 1-10-201, the City shall appoint two (2) members to serve on the Canvass Board. Clerk and Recorder shall be a member of the Canvass Board, as well as two (2) appointees of any other political subdivision that is participating in the election.

G. Provide a current, accurate map with a legal description of the City and its boundaries. In addition, the City shall provide necessary GIS data to reflect its current boundaries.

H. The City and its Designated Election Official shall cooperate with the Coordinated Election Official in the conduct of all dates and responsibilities of the Coordinated Election Official in the conduct of the election.

I. The City shall notify County Clerk in writing regarding actions City requests County Clerk to undertake when provisions of the City Code or Charter conflict with the Uniform Election Code.

J. The City shall be solely liable in the event the conduct of the Election does not conform with the City Charter or City Code.

K. Property Owners Ballots. The Political Subdivision is responsible for certifying to the Clerk a list of all property owner ballots to be mailed and for providing mailing addresses for each such ballot. If an application is required to obtain a property owner ballot, all applications must be mailed to, and approved by, the Political Subdivision. If there is a TABOR Measure, the Clerk will mail a TABOR notice to each eligible household within Colorado. The voter list required by provisions of the Uniformed and Overseas Citizens Absentee Voting Act, P.L. 99-410, 52 U.S.C. § 3406, 18 U.S.C. §§ 608-609, (UOCAVA), and known as the UOCAVA list, must be certified to the Clerk no later than September 05, 2025, to meet the September 09, 2025, UOCAVA deadline and the full list must be certified and not later than September 05, 2025, to meet the Tabor Notice mailing deadline of September 05, 2025. You may provide printed mailing labels, or, if the Clerk prints the labels from a list, there will be a $0.05 per label charge. If any Voter believes they should have received a ballot, the Voter must contact the Designated Election Officer for verification of property ownership, the Designated Election Officer will then notify the Clerk to issue a ballot to the Voter.

L. ADA Compliance. The City will ensure access to City-maintained roads, sidewalks, and/or areas surrounding any Election Dropboxes and/or Voting Service Polling Centers which are located upon City-owned property, in compliance with all ADA requirements.

V. TERM/TERMINATION:

This Agreement is intended to apply to the November 4, 2025 election. The effective date of this Agreement is upon the signatures of the parties to this Agreement, except as to those activities mandated by statute, and shall automatically terminate on February 27, 2026, provided, however, that the County Clerk's record retention obligations provided in Section II., Paragraph M., shall survive termination.

VI. OTHER:

A. CANCELLATION OF ELECTION BY THE CITY:

In the event that the City, at some time after the effective date of this Agreement, resolves not to hold the election, then notice of such resolution shall be provided to the County Clerk immediately. The City shall promptly pay the County Clerk the full actual costs of the activities of the County Clerk, relating to the City's costs associated with the election, both before and after the County Clerk's receipt of such notice. The City shall publish notice, as defined in the Code, of such cancellation in at least two (2) newspapers of general circulation in Pueblo County. The County Clerk shall post notice of the cancellation in the Office of the County Clerk and the Contact Officer shall post notice of the cancellation on the official bulletin board located in the lobby of City Hall, #1 City Hall Place, Pueblo, CO 81003. The City shall not cancel the election after September 5, 2025. This section is not intended to affect nor apply to any initiated matter deemed cancelled pursuant to C.R.S. § 31-2-210(3.5).

B. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representation, and understandings between them. All duties, services, labor expenses, and costs needed or required in connection with this election that are attributable to the City, other than those specified above or by amendment to this Agreement, shall be provided by, and be the sole responsibility of, the City. No variation or modification of this Agreement and no waiver of any of the Agreement's provisions or conditions will be binding unless made in writing and signed by duly authorized owners, principals, or officers of the City and Pueblo County. This Agreement shall be construed and enforced according to the laws of the State of Colorado.

C. This Agreement shall be binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors, and assigns. Any delegation

or assignment of this Agreement by either party without the prior written consent of the other party shall be void. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of its provisions.

D. Except as set forth elsewhere in this paragraph, all notices to be given in this Agreement shall be made in writing and shall be sufficient if delivered personally due to the need for timely transmission of information to the other party at the following addresses:

Pueblo County Clerk and Recorder
Attention: Candace Rivera
Pueblo County Election Division 201 West Eighth Street, 7th Floor
Pueblo, CO 81003
719-583-4622

and

City of Pueblo
Attention: Marisa Stoller, City Clerk
1 City Hall Place
Pueblo, CO 81003
719-553-2669

E. CONFLICT OF AGREEMENT WITH LAW:

In the event that any provision of this Agreement conflicts with the Code or other statutory or regulatory law, this Agreement shall be modified to conform to such law. No subsequent resolution of the Board of County Commissioners or of the City shall impair the rights of the County Clerk or the City hereunder without the consent of the other party to this Agreement except as provided by Section V. herein.

F. TIME OF THE ESSENCE:

Time is of the essence of this Agreement. The statutory time requirements of the Code shall apply to the completion of the tasks required by this Agreement except as those time requirements are specifically modified in this Agreement as a result of the provisions in the City Charter.

G. GOOD FAITH:

The parties shall implement this Agreement in good faith including acting in good faith in all matters that require joint or coordinated action.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective the day and year first written above.

ATTEST:

By: _____
Clerk to the Board

PUEBLO COUNTY, COLORADO

By: _____
Chairman, Board of County Commissioners

Date: _____

ATTEST:

By: _____
City Clerk

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By: _____
Mayor

Date:_____

APPROVED AS TO FORM:

By: _____
City Attorney's Office

Date: _____

By: _____
Pueblo County Attorney's Office

Date: _____

APPROVED AS TO CONTENT:

By: _____
Pueblo County Clerk and Recorder

Date:_____

Docusign Envelope ID: 0F70C0B2-D722-47AF-83CB-EE298BF2E6A1

City Clerk's Office Item # S1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 11, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Director of Planning

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 711 AND 715 VETA AVENUE, LOTS 11-14, BLOCK 7, ARVONIA SUBDIVISION, FROM R-3, ONE AND TWO-FAMILY RESIDENTIAL ZONE DISTRICT TO RCN, RESIDENTIAL CHARTER NEIGHBORHOOD ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 711 and 715 Veta Avenue, Lots 11-14, Block 7, Arvonia Subdivision, from R-3 to an RCN Zone District to facilitate a rearrangement of property boundaries that will rearrange four 25-foot-wide lots into two parcels that meet the lot width requirement for the RCN Zone District.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting a rearrangement of property boundaries (RPB-25-07).

BACKGROUND:

The applicant is requesting to rezone 711 and 715 Veta Avenue to an RCN Zone District to facilitate a Rearrangement of Property Boundaries (RPB), which is intended to rearrange four 25-foot-wide lots into two parcels that meet the minimum lot width requirements for the RCN Zone District. The RPB will be processed administratively and is contingent upon final approval of this rezoning by City Council. The proposed RPB will incorporate the existing one car garage, with the residence located at 711 Veta Avenue. The existing garage, which currently sits on the 715 Veta Avenue parcel, has the same white horizontal siding and dark gray asphalt roofing materials as the residence located at 711 Veta Avenue. Therefore, the proposed rezoning and RPB will further the intent of both the Accessory Building and Residential Placement Standards sections of the municipal code by combining the single-family residence on 711 Veta with the architecturally compatible garage located at 715 Veta. The RCN Zone District requires a minimum lot width of 25’ and a minimum lot area of 2,500 sq. ft. for a single-family

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residence. The proposed RPB will create one 32-foot-wide lot and another 68-foot-wide lot, so both lots meet the minimum area and width requirements for the RCN Zone District. According to the submitted site plan, 715 Veta has an existing northern side-yard setback of 2.5 feet and a front-yard setback of 25-feet. The northern 2.5-foot side yard setback for 715 Veta is considered a legal-nonconforming setback and can remain as-is with the RPB. The proposed RPB would create a new side yard to the south for 715 Veta, which would be 5 feet and conform with current setback requirements. 711 Veta has an existing 20-foot front-yard setback and a 6.8-foot southern side-yard setback. The proposed RPB would create a 5.6- foot northern side-yard setback for 711 Veta. The existing front-yard setback may be averaged with the adjacent house to the south, thus meeting the code requirements for front yard setbacks. The purpose of the RCN district is to creatively accommodate redevelopment on narrow, legal non-conforming lots in the older neighborhoods of the City, and this project meets that intent. The proposed rezoning and RPB will not create any new non-conforming setbacks or lot dimensions.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their July 9, 2025, 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 not be zoned in accordance with the Pueblo Municipal Code.

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-25-12 Attachments

Docusign Envelope ID: 0F70C0B2-D722-47AF-83CB-EE298BF2E6A1

ORDINANCE NO. 11021

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 711 AND 715 VETA AVENUE, LOTS 11-14, BLOCK 7, ARVONIA SUBDIVISION, FROM R-3, ONE AND TWO-FAMILY RESIDENTIAL ZONE DISTRICT TO RCN, RESIDENTIAL CHARTER NEIGHBORHOOD ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from R-3, One and Two-Family Residential Zone District to RCN, Residential Charter Neighborhood Zone District:

Lots 11-14, Block 7, Arvonia Subdivision

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 July 28, 2025.

Final adoption of Ordinance by City Council on August 11, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 0F70C0B2-D722-47AF-83CB-EE298BF2E6A1

Action by the Mayor:

☒ Approved on 8/13/2025 | 4:43 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

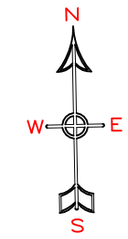
_____
President of City Council

ATTEST

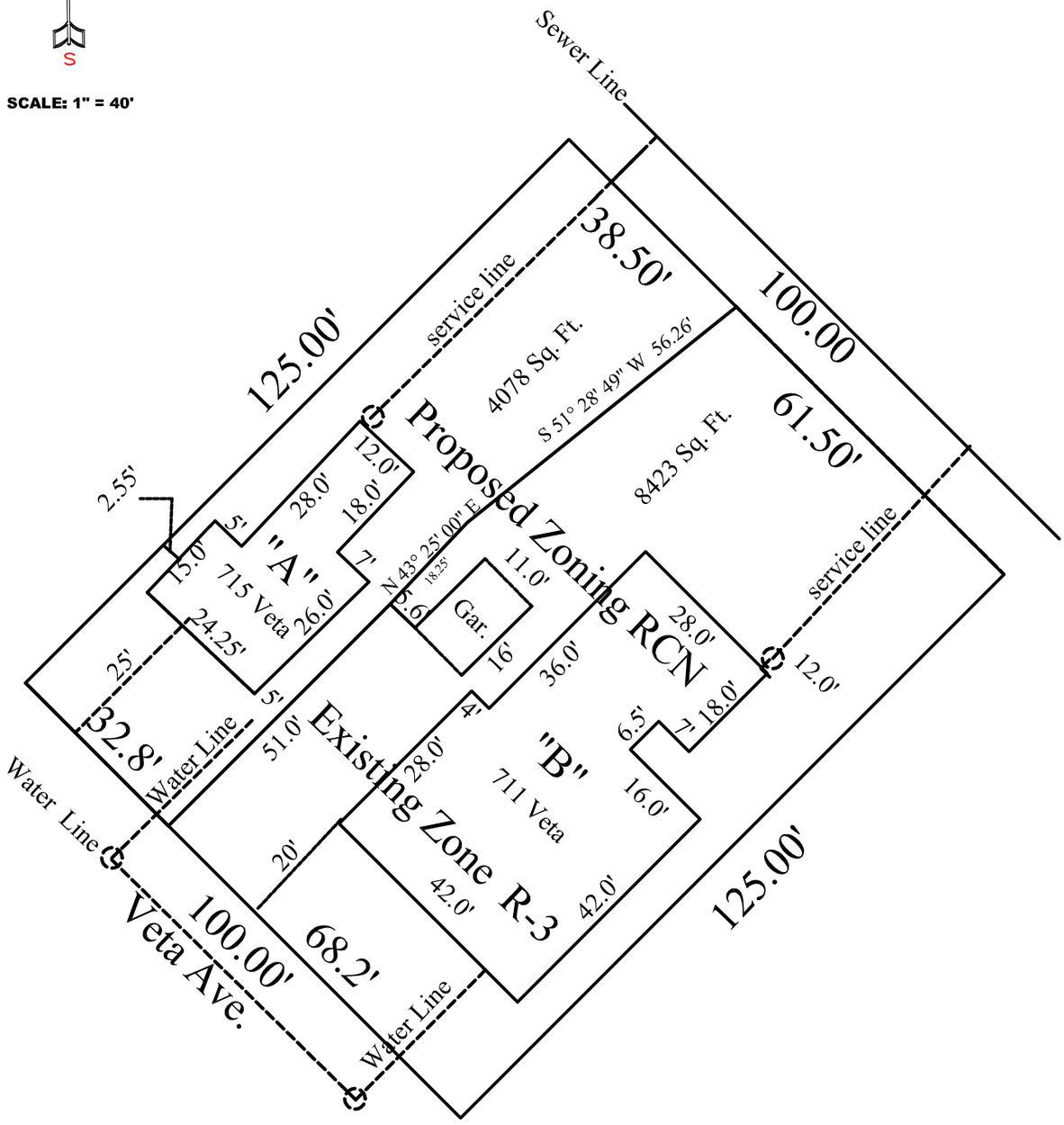
DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

REZONING EXHIBIT

Daniel Fairchild



SCALE: 1" = 40'



AMELLA SURVEYING
501 N. Main St. LL103
Pueblo, Colorado
719-543-1974

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, July 9, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent: None

Staff Members Present: Laura Portis, Assistant City Attorney, Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner, Mikaylin Hackly, Planner, Hannah Prinzi Planner, Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey moved to approve the agenda, seconded by Boston.

Motion Passed: 7-0

Public Hearing:

1. Z-25-12 Rezone, a rezoning of 711 and 715 Veta Ave., approximately 12,500 sq. ft. from R-3, One and Two-Family Residential, to RCN, Residential Charter Neighborhood to facilitate a Rearrangement of Property Boundaries. Staff Report by Beritt Odom, Principal Planner.

Hearing: Applicant Gary Amela was sworn in and spoke in support of the application. No one spoke in opposition

Commission Action: Bailey moved to recommend the rezoning application be forwarded to City Council for approval, second by Spinuzzi

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Z-25-12

July 9, 2025

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
SUBJECT:	Rezone from R-3, One and Two-Family Residential District to RCN, Residential Charter Neighborhood
APPLICANT:	Gary Amella, Amella Surveying
PROPERTY OWNER:	Daniel Fairchild
LOCATION:	711 and 715 Veta Ave.
CONCURRENT REQUESTS:	RPB-25-07 711 Veta Ave.

REQUEST:
The property owner wishes to rezone 711 and 715 Veta Ave., Lots 11-14, Block 7, Arvonia Subdivision, from R-3 to an RCN Zone District to facilitate a rearrangement of property boundaries that will rearrange four 25-foot wide lots into two parcels that meet the lot width requirement for the RCN Zone District.

BACKGROUND AND ANALYSIS:

Mr. Fairchild is requesting to rezone 711 and 715 Veta Ave to a RCN Zone District to facilitate a Rearrangement of Property Boundaries (RPB), which is intended to rearrange four 25-foot wide lots into two parcels that meet the minimum lot width requirements for the RCN Zone District. The RPB will be processed administratively and is contingent upon final approval of this rezoning by City Council. The proposed RPB will incorporate the existing one car garage, with the residence located at 711 Veta Ave. The existing garage, which currently sits on the 715 Veta Ave. parcel, has the same white horizontal siding and dark gray asphalt roofing materials as the residence located at 711 Veta Ave. Therefore, the proposed rezoning and RPB will further the intent of both the Accessory Building and Residential Placement Standards sections of the municipal code by combining the single-family residence on 711 Veta with the architecturally compatible garage located at 715 Veta.

The RCN Zone District requires a minimum lot width of 25’ and a minimum lot area of 2,500 sq. ft. for a single-family residence. The proposed RPB will create one 32-foot-wide lot and another 68-foot-wide lot, so both lots meet the minimum area and width requirements for the RCN Zone District. According to the site plan, created by Gary Amella, 715 Veta has an existing northern side-yard setback of 2.5 feet and a front-yard setback of 25-feet. The northern 2.5-foot side yard setback for 715 Veta is considered a legal-nonconforming setback and can remain as-is with the RPB. The proposed RPB would create a new side yard to the south for 715 Veta, which would be 5 feet and conform with current setback requirements. 711 Veta has an existing 20-foot front-yard setback and a 6.8-foot southern side-yard setback. The proposed RPB would create a 5.6-foot northern side-yard setback for 711 Veta . The existing front-yard setback may be averaged with the

adjacent house to the south, thus meeting the code requirements for front yard setbacks. The purpose of the RCN district is to creatively accommodate redevelopment on narrow, legal non-conforming lots in the older neighborhoods of the City, and this project meets that intent. The proposed rezoning and RPB will not create any new non-conforming setbacks or lot dimensions.

SITE CHARACTER AND COMPATIBILITY

Site Character: The rezoning site is currently developed with a detached single-car garage and two single-family residences, 715 Veta Ave. (constructed in 1903), and 711 Veta Ave. (constructed in 1915). Both properties are landscaped with turf grass, trees, and shrubs.

Neighborhood Compatibility:

North: R-3, developed with single-family residences
East: R-3, developed with single-family residences
South: R-3, developed with single-family residences
West: R-3, developed with single-family residences

Comprehensive Plan Compliance: The proposed rezoning area is designated as Urban Neighborhood and Neighborhood Mixed Use by the "Pueblo Regional Comprehensive Plan, 2022." According to the Comprehensive Plan, Urban Neighborhoods are generally located in the central portion of the city and were developed prior to 1950. Such neighborhoods are characterized by uniform block sizes with gridded streets, alleys, and an integrated mix of housing types, including single-family homes, duplexes, small multi-family buildings, and accessory dwelling units.

Neighborhood Mixed Use areas are generally characterized by the historic "main streets" in the City of Pueblo and accommodate small-scale retail and commercial activity that supports the surrounding neighborhood. Primary land uses include restaurants, offices, commercial services, and other professional services.

The proposed rezoning to facilitate the rearrangement of property boundaries to group the existing garage with the matching residence meets the intent of the Comprehensive Plan by providing a mixture of housing types and sizes within the City's Established Development Boundary. The Neighborhood Mixed Use land use designation most likely came from the parcel's close proximity to Lincoln Ave., which is a Principal Arterial roadway. Neighborhood Mixed Use allows a mixture of commercial and residential uses.

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 **Guiding Principal 1 of the 2022 Pueblo Regional Comprehensive Plan states "rising housing costs and a constrained housing supply have made it increasingly difficult for many people to find housing that meets their needs, at a price they can afford" (p. 18). Goal 1.1 of the plan is to "expand housing options to meet the needs of existing and future residents of all ages, abilities, and income levels" (p.19).**

The proposed rezoning will reduce the lot width and area for 715 Veta while simultaneously grouping the existing garage with the matching residence at 711 Veta, thereby providing a variety of housing options on varying lot sizes for Pueblo residents.

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 **The applicant does not intend to change the existing structures at this time.**

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

❑ Comments **Not applicable**

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

❑ Comments **Not applicable**

Residential Charter Neighborhood (RCN) Zone District Standards:
The existing side-yard setbacks for the single-family residences and one accessory structure appear to be less than the required 5-foot side yard setbacks, resulting in legal-nonconforming side yard setbacks. However, with the proposed RPB, the southern-side-yard setback for 715 Veta Ave. and the northern side-yard setback for 711 Veta Ave. will be brought into conformance. Both residences currently meet the front and rear setbacks and will continue to meet the setbacks once rearranged.

RECOMMENDED ACTION:

If the Planning and Zoning Commission makes the necessary findings of fact, a recommendation to City Council for approval of the rezone request is appropriate.

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 Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo and Site Photos
E. Rezoning Exhibit

A. Aerial Map

B. Zoning Map

C. Comprehensive Plan Map

D. Public Notice Photo

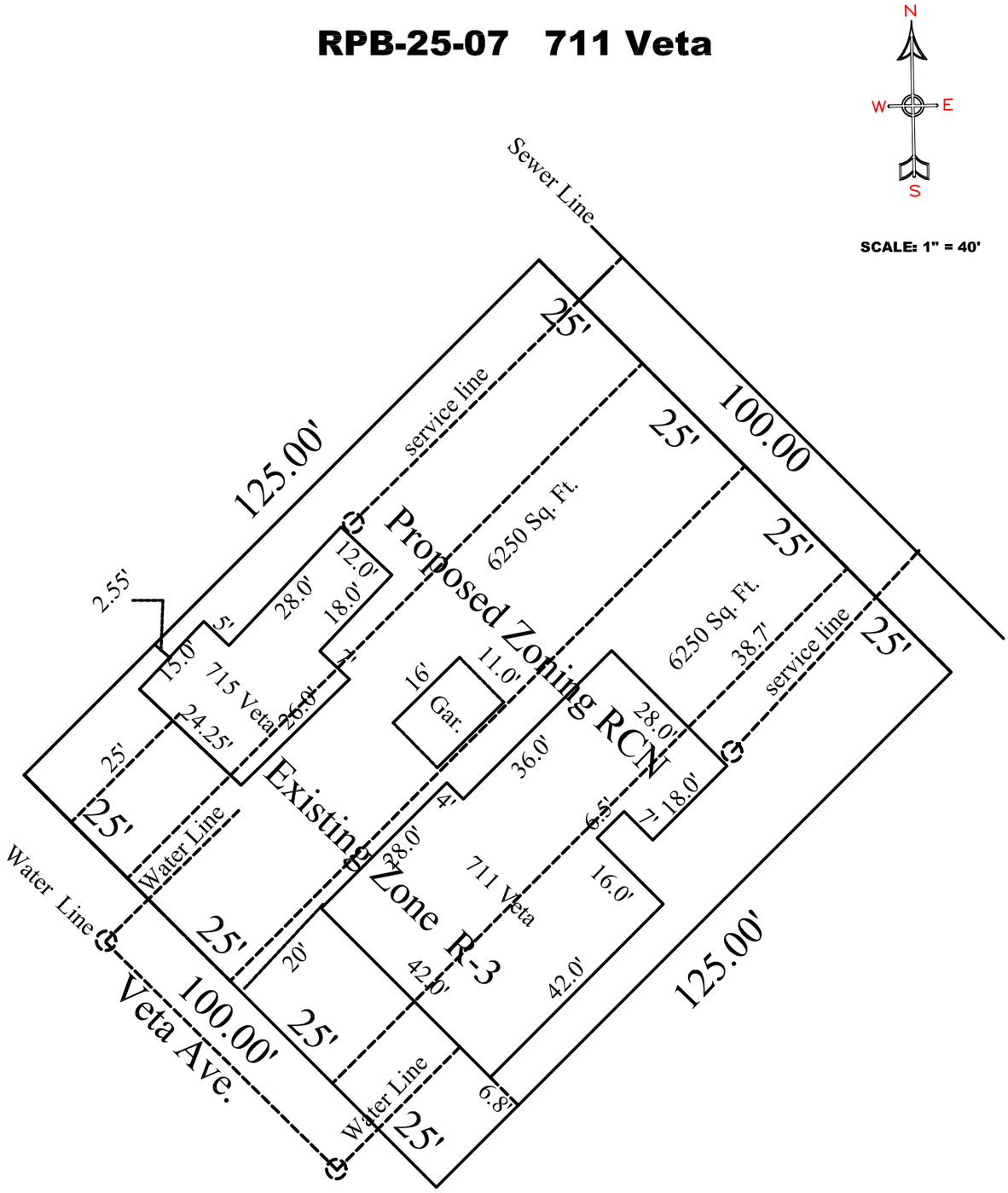
D. 711 Veta Ave.

D. 715 Veta Ave.

E. Rezoning Exhibit & F. Supporting Documents

REZONING EXHIBIT

RPB-25-07 711 Veta



AMELLA SURVEYING
501 N. Main St. LL103
Pueblo, Colorado
719-543-1974

June 23, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from the Daniel Fairchild for the recommendation of the following application, located at 711 and 715 Veta Ave.

Z-25-12: Rezone 711 and 715 Veta Ave., approximately 12,500 sq. ft. from R-3, One and Two-Family Residential, to RCN, Residential Charter Neighborhood to facilitate a Rearrangement of Property Boundaries.

The Planning and Zoning Commission meeting will be held on July 9th, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You are welcome to attend the meeting to express your viewpoint regarding this application. **To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing.** Please contact the planner listed below if you have questions.

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

June 23, 2025

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

Owner	Street	City	State	Zip
JANOSKI DOLLIMAE H + JANOSKI ANTHONY J	1024 OXFORD ST #2	PUEBLO	CO	81005
WALL FAMILY TRUST	1160 S ELM ST	DENVER	CO	80246-3207
GOLENDA DAVID B/GOLENDA JEANNETTE	13 GLENDORA CT	PUEBLO	CO	81005-3904
VERNA BRET A	16 PENNWOOD LN	PUEBLO	CO	81005-1816
SIM SU K	16165 POLE PINE PT	COLORADO	CO	80908-1667
JONES JAMES E/DAGGETT GEORGETTE D	1700 ANDREA AVE	CARLSBAD	CA	92008-2622
FARMER ELIZABETH	2047 S WASHINGTON ST	DENVER	CO	80210-4046
M A K REALTY INVESETMENT LLC	2208 THATCHER AVE	PUEBLO	CO	81004-1324
SANCHEZ AMY L	2311 THATCHER AVE	PUEBLO	CO	81004-1325
RAMIREZ JOSE I/RAMIREZ ALBA B	2315 THATCHER AVE	PUEBLO	CO	81004-1325
HIBBITTS CHRISTOPHER T	24860 TERRY CT	PUEBLO	CO	81006-2040
EAGLES WINGS GROUP LLC	24951 EVERETT RD	PUEBLO	CO	81006-2064
ARNOLD WILLIAM H JR + ARNOLD WENDIE LEE ,	400 SUNSET LN	PUEBLO	CO	81005-1141
DEPARTMENT OF TRANSPORTATION STATE	4201 E ARKANSAS AVE	DENVER	CO	80222-3406
PACHECO JERRY	4216 SENTINEL PL	PUEBLO	CO	81008-1877
CURTIS DANIEL HEBER	507 BROWN AVE	PUEBLO	CO	81004-1341
NUZZO ALEX JR / NUZZO BRIANA	627 VETA AVE	PUEBLO	CO	81004-1353
GALLEGOS BRANDON + GRANILLO DE'ONJRA	707 VETA AVE	PUEBLO	CO	81004-1355
SHIGETA KENNETH Y	710 W ADAMS AVE	PUEBLO	CO	81004-1438
FAIRCHILD PHYLLIS	711 VETA AVE	PUEBLO	CO	81004-1355
JOHNSON NANCY V	726 VETA AVE	PUEBLO	CO	81004-1300
HURT RONALD BLAKE / HURT CHERYL FAY	726 W ADAMS AVE	PUEBLO	CO	81004-1438
GONZALEZ YESENIA	732 W ADAMS AVE	PUEBLO	CO	81004-1438
JOHNSON NANCY V	732 VETA AVE	PUEBLO	CO	81004-1356
BRAVO NANCI V	733 VETA AVE	PUEBLO	CO	81004-1355
MARTIN ARTHUR F / MARTIN ELIZABETH	7668 ELKHARDT RD	NORTH CHI	VA	23235-5306
POSADA INC	827 E 4TH ST	PUEBLO	CO	81001-3928
MEIER LARRY E	829 W PITKIN AVE	PUEBLO	CO	81004-1553

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 11, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom
Principal Planner

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE PARCEL 1504425007 LOCATED BETWEEN REGENCY BOULEVARD AND PUEBLO BOULEVARD WAY FROM B-2, SUBREGIONAL BUSINESS ZONE DISTRICT TO R-5, MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone .76-acres of land known as parcel 1504425007 from B-2, Subregional Business Zone District to R-5, Multiple Residential and Office Zone District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property is a 0.76-acre undeveloped parcel in the Regency Park Business Center subdivision. The Pueblo County Assessor's records show that the parcel was owned by the Pueblo Teachers' Credit Union from 1987-2016 and Sangre De Cristo Hospice Care from 2016-2023, but the land has never been built on. The applicant's tentative site plan shows 8 "cottages," or detached, single-family homes, with a 16-space parking lot in the middle. The property has frontage on both Regency Blvd, classified as a collector-level street, and Pueblo Blvd Way, classified as a local-level street, and the applicant plans to create driveway accesses on both streets. The Comprehensive Future Land Use designation of the property is Commercial Mixed-Use, which calls for large-scale commercial and retail primary uses, with high-density housing as a supporting use. The parcel is currently zoned Subregional Business (B-2) District, restricting the property to very limited commercial uses (see attached zone district info sheets). The proposed R-5 district would also still limit the allowable largescale commercial opportunities, but it would open the site for high-density

residential development, which is an explicit supporting use in the Commercial Mixed-Use designation and thus aligns with the Comprehensive Plan. High-density housing is described in the Comprehensive Plan as 6-16+ dwelling units per acre. The proposed density of this project is 10.50 units per acre. Commercial landscaping standards would be required for this project since more than one single-family residence would be placed on the parcel. Specifically, a 10-ft landscaping buffer along both Regency Boulevard and Pueblo Boulevard Way rights-of-way, as well as landscaping in the parking lot islands would be required. The standards for the R-5 district also require that at least 20% of the parcel be landscaped open space. Additionally, each dwelling unit is required to have one on-site paved parking space, and the proposed site plan provides 16 spaces, double the amount required. Planning staff will review these items as well as apply the single-family residential design placement standards to this project when a building permit is requested. Because the proposed “cottages” development type is made up of detached, single-family units with no shared walls, the municipal code would classify the project as high-density single-family rather than multifamily. The municipal code allows multiple single-family residences to be constructed on a single lot, provided that each unit meets all yard and other requirements as if they were each on individual lots (Section 17-4-24). The R-5 Zone District requires 3,000 square feet of lot area per dwelling unit, a 25-foot front yard setback, 5-foot side yard setbacks, and 15-foot rear yard setbacks. The subject lot is 33,105.6 sq. ft., which provides approximately 4,138.12 sq. ft. per dwelling unit. The units that sit adjacent to Pueblo Blvd. Way and Regency Boulevard will have a 25-foot front setback, and the minimum proposed side setbacks adjacent to the north and south property lines are more than 8 feet. Should the cottages ever be re-subdivided into individuals lots, a special area plan would be required to reduce the setbacks on the interior portion of the development and designate common parking for each of the dwelling units. Essentially, because the project meets the requirement that each unit could feasibly exist on its own lot, the general proposed layout could be permitted as presented in an R-5 district should this rezoning be approved.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their July 9, 2025, Regular Meeting, voted 6-1 to recommend approval. Commissioner Avalos dissenting.

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 not be zoned in accordance with the Pueblo Municipal Code.

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-25-14 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE PARCEL 1504425007 LOCATED BETWEEN REGENCY BOULEVARD AND PUEBLO BOULEVARD WAY FROM B-2, SUBREGIONAL BUSINESS ZONE DISTRICT TO R-5, MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from B-2, Subregional Business Zone District to R-5, Multiple Residential and Office Zone District:

LOT 2 BLK 104 REGENCY PARK BUSINESS CENTER FORMERLY #15-044-25-006

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 July 28, 2025.

Final adoption of Ordinance by City Council on August 11, 2025.

_____
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

0 20 40
SCALE: 1" = 20'

ADDRESS:
1215 PUEBLO BLVD. WAY
PUEBLO, CO 81005

ZONING:

CURRENT ZONE DISTRICT: B-2
PROPOSED ZONE DISTRICT: R-5

LOT 2 BLK 104 REGENCY PARK BUSINESS CENTER

TAX SCHEDULE:

PARCEL #1504425007

LOT SIZE:

0.75 ± ACRES

LOT 2 BLK 104 REGENCY PARK BUSINESS CENTER
FORMERLY #15-044-25-006

REVISIONS		
#	Date	Comment
1	--	--

Gagliano Engineering, Inc. - (719) 547-7073
MAIL: P.O. Box 2520, Pueblo, CO 81004
OFFICE: 1740 Eagleridge Blvd. Suite #150, Pueblo, CO 81008

SKY CREEK HOMES, LTD

CONCEPTUAL SITE PLAN

1215 PUEBLO BLVD. WAY
PUEBLO, CO 81005

PROJECT NO.: **2024-064**
DRAWN BY: jvg
CHECKED BY: jvg
SCALE: as shown
DRAWING NO.: 2024064Site.dwg
DATE: 04/08/25
SHEET NO.: **C-0**

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado

Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, July 9, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent: None

Staff Members Present: Laura Portis, Assistant City Attorney, Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner, Mikaylin Hackly, Planner, Hannah Prinzi Planner, Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey moved to approve the agenda, seconded by Boston.

Motion Passed: 7-0

Public Hearing:

3. Z-25-14 Rezone: A rezoning of approx. 0.75 acres of land known as parcel #1504425007 located between Regency Blvd and Pueblo Blvd Way from Sub-Regional Business (B-2) Zone District to Multiple-Residential and Office (R-5) Zone District. Staff Report by Mikaylin Hackley, Planner.

Hearing: Applicant Brian Robinson was sworn in and spoke in support on the application. Being sworn in and speaking in opposition were Leslie Shepard, John Rivas Jr. and Pataricia Rivas.

Commission Action: Bailey moved to recommend the rezoning application be forwarded to City Council for approval, seconded by Boston.

Motion Passed: 6-1 (Avalos)

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Z-25-14

July 9, 2025

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Mikaylin Hackley, Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
SUBJECT:	Parcel 1504425007 Rezoning Request
APPLICANT:	Brian Robinson, Sky Creek Homes, Ltd.
PROPERTY OWNER:	Brian Robinson, Sky Creek Homes, Ltd.
LOCATION:	Located between Regency Blvd and Pueblo Blvd Way
CONCURRENT REQUESTS:	None

REQUEST:
Rezoning of 0.76 acres of land known as parcel 1504425007 from Subregional Business (B-2) Zone District to Multiple Residential and Office (R-5) Zone District.

BACKGROUND AND ANALYSIS:
The subject property is a 0.76-acre undeveloped parcel in the Regency Park Business Center subdivision. The Pueblo County Assessor's records show that the parcel was owned by the Pueblo Teachers' Credit Union from 1987-2016 and Sangre De Cristo Hospice Care from 2016-2023, but the land has never been built on. The applicant's tentative site plan shows 8 "cottages," or detached, single-family homes, with a 16-space parking lot in the middle. The property has frontage on both Regency Blvd, classified as a collector-level street, and Pueblo Blvd Way, classified as a local-level street, and the applicant plans to create driveway accesses on both streets.

The Comprehensive Future Land Use designation of the property is Commercial Mixed-Use, which calls for large-scale commercial and retail primary uses, with high-density housing as a supporting use. The parcel is currently zoned Subregional Business (B-2) District, restricting the property to very limited commercial uses (see attached zone district info sheets). The proposed R-5 district would also still limit the allowable large-scale commercial opportunities, but it would open up the site for high-density residential development, which is an explicit supporting use in the Commercial Mixed-Use designation and thus aligns with the Comprehensive Plan.

High-density housing is described in the Comprehensive Plan as 6-16+ dwelling units per acre. The proposed density of this project is 10.50 units per acre. Commercial landscaping standards would be required for this project since more than one single-family residence would be placed on the parcel. Specifically, a 10-ft landscaping buffer along both rights-of-way as well as landscaping in the parking lot islands would be required. The standards for the R-5 district also requires that at least 20% of the parcel be landscaped open space. Additionally, each dwelling unit is required to have one on-site paved parking space, and the proposed

site plan provides 16 spaces, double the amount required. Planning staff will review these items as well as apply single-family residential design placement standards to this project when a building permit is requested.

Because the proposed "cottages" development type is made up of detached, single-family units with no shared walls, the municipal code would classify the project as high-density single-family rather than multifamily. The municipal code allows multiple single-family residences to be constructed on a single lot, provided that each unit meets all yard and other requirements as if they were each on individual lots (Section 17-4-24). The R-5 Zone District requires 3,000 square feet of lot area per dwelling unit, a 25-foot front yard setback, 5-foot side yard setbacks, and 15-foot rear yard setbacks. The subject lot is 33,105.6 sq. ft., which provides approximately 4,138.12 sq. ft. per dwelling unit. The units that sit adjacent to Pueblo Blvd. Way and Regency Blvd. will have a 25-foot front setback, and the minimum proposed side setbacks adjacent to the north and south property lines are more than 8-feet. Should the cottages ever be re-subdivided into individuals lots, a special area plan would be required to reduce the setbacks on the interior portion of the development and designate common parking for each of the dwelling units. Essentially, because the project meets the requirement that each unit could feasibly exist on its own lot, the general proposed layout could be permitted as presented in an R-5 district should this rezoning be approved.

SITE CHARACTER AND COMPATIBILITY

Site Character:

Neighborhood Compatibility:

North: Subregional Business (B-2) Zone District,
Developed with office space

East: Subregional Business (B-2) Zone District,
Developed with PB&T Bank and medical offices

South: Subregional Business (B-2) Zone District,
Developed with Sun West Credit Union

West: Single-Family Residential (R-2) Zone District
Developed with single-family homes

Comprehensive Plan Compliance:

The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Commercial Mixed-Use. The Commercial Mixed-Use classification calls for primary land uses of large-format retail, services, offices, and entertainment and secondary land uses of multi-family residential and other supporting services.

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 **The proposed rezoning furthers the goals of the Comprehensive Plan as higher-density residential uses are an appropriate supporting use in the Commercial Mixed-Use land designation.**

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 **The application contains the required information.**

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

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

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

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

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(a)(8) OF THE PMC:

R-5 Zone District Standards:

Purpose. The standards of this district (R-5) are designed to retain and provide areas of high-density multifamily dwelling unit structures with limited commingling of professional offices and studios.

RECOMMENDED ACTION:

If the Planning and Zoning Commission makes the necessary findings of fact, a recommendation to City Council for approval of the rezone request is appropriate.

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

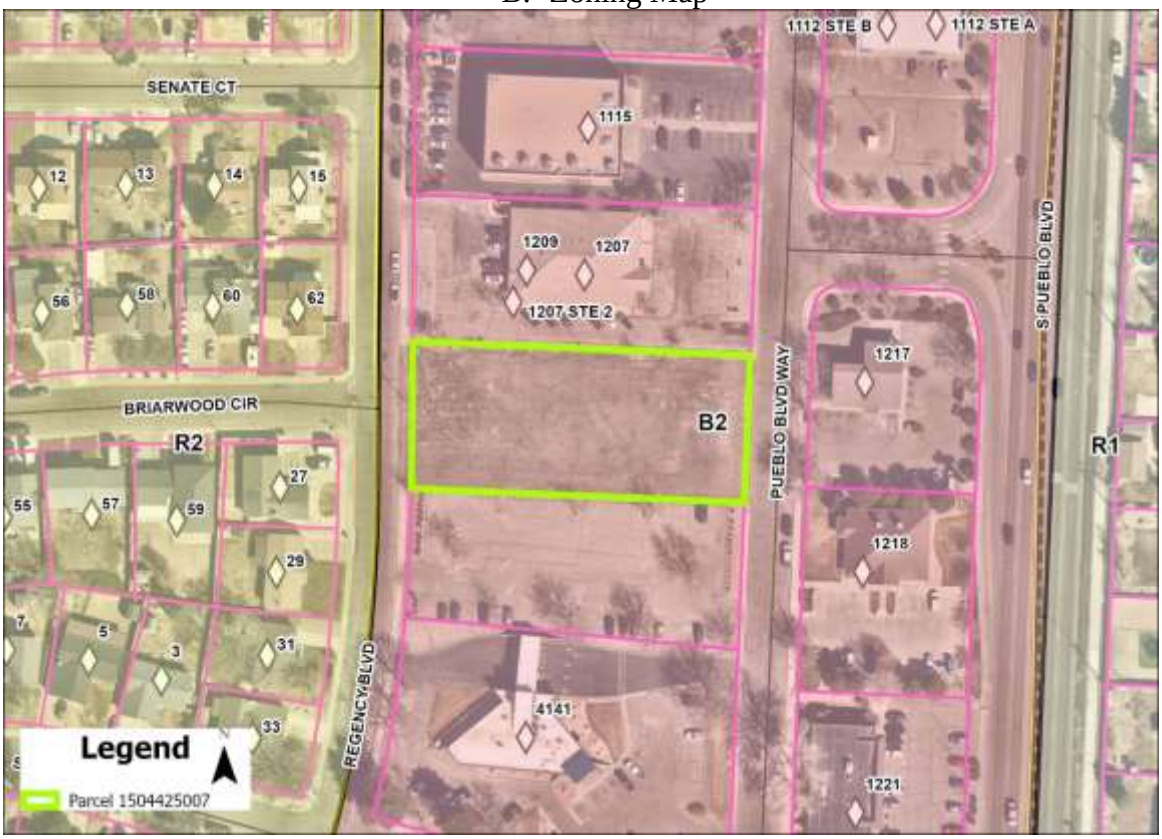
- Xcel Energy — No comment
- Black Hills Energy — No comment
- CDOT — No comment

ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo
E. Rezoning Exhibit

A. Aerial Map

B. Zoning Map



C. Comprehensive Plan Map

D. Public Notice Photo

E. Rezoning Exhibit & Supporting Documents

0 20 40
SCALE: 1" = 20'

ADDRESS:
1215 PUEBLO BLVD. WAY
PUEBLO, CO 81005

ZONING:

CURRENT ZONE DISTRICT: B-2
PROPOSED ZONE DISTRICT: R-5

LOT 2 BLK 104 REGENCY PARK BUSINESS CENTER

TAX SCHEDULE:

PARCEL #1504425007

LOT SIZE:

0.75 ± ACRES

LOT 2 BLK 104 REGENCY PARK BUSINESS CENTER
FORMERLY #15-044-25-006

REVISIONS		
#	Date	Comment
1	--	--

Gagliano Engineering, Inc. - (719) 547-7073
MAIL: P.O. Box 2520, Pueblo, CO 81004
OFFICE: 1740 Eagleridge Blvd. Suite #150, Pueblo, CO 81008

SKY CREEK HOMES, LTD

CONCEPTUAL SITE PLAN

1215 PUEBLO BLVD. WAY
PUEBLO, CO 81005

PROJECT NO.: **2024-064**
DRAWN BY: jvg
CHECKED BY: jvg
SCALE: as shown
DRAWING NO.: 2024064Site.dwg
DATE: 04/08/25
SHEET NO.: **C-0**

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Zone District: B-2 (Subregional Business District)

Purpose. The standards of this district (B-2) are intended to provide areas for the sale at retail of convenience type goods and services required by residents of a subregion provided that the outlets create no nuisance.

Setbacks: Front: 25' Side: 5'* Rear: 15'*
* Does not apply on the portion of the parcel adjacent to another parcel also in a business or Industrial zone. It does apply when the portion of the parcel is adjacent to a residential or special zone (streets and alleys not considered.).

Coverage:	50%
Max. Height:	35'
Minimum Lot Width:	50'
Minimum Lot Size:	5,000 Square Feet

Performance standards: § 17-4-5(1). Schedule of District Regulations (Part IV, Nonresidential).

Outdoor Lighting: § 17-4-52 Outdoor Lighting Performance Standards.

Off Street Parking: § 17-4-43 Off-street parking non-residential.

Landscape: Required. § 17-4-7

Public Sidewalks: § 17-4-44

Permitted Uses § 17-4-51(c)

Uses by right.

1. Accessory commissary
2. Accessory community garden
3. Accessory dwelling unit, established
4. Art gallery
5. Beauty salon or barbershop
6. Butcher shop
7. Car wash
8. Catering service
9. Instructional studio
10. Laundromat
11. Massage establishment
12. Office, general
13. Office, medical
14. Office, professional
15. Pet shop
16. Photography studio
17. Public utilities
18. Residence, established
19. Retail sales, general

Uses by review.

1. Accessory drive-thru
2. Accessory emergency generator
3. Accessory heliport, emergency medical
4. Adult day service center
5. Ambulance service
6. Auditorium
7. Automobile dealership
8. Automobile rental
9. Banquet hall
10. Bar, tavern
11. Bed and breakfast home
12. Bed and breakfast inn
13. Blood bank or donor station
14. Body art studio
15. Bowling alley
16. Brewpub
17. Broadcasting studio
18. Charitable institution
19. Child care center
20. Civic club
21. Commercial, established
22. Community center
23. Contractor's shop
24. Dog care facility
25. Farmers market
26. Financial drive-up facility
27. Financial institution
28. Funeral home
29. Gas station
30. General service
31. Health club
32. Hospice care facility
33. Hospital
34. Hotel (Motel)
35. Kennel (cattery)
36. Laundry service
37. Library
38. Mortuary
39. Museum
40. Parking lot
41. Parking structure
42. Parks, trails and open space
43. Pawnshop
44. Payday loan agency
45. Precious metal purchaser
46. Print shop
47. Recreation facilities, indoor
48. Recreational vehicle, sales and service
49. Religious institution
50. Rental shop, equipment
51. Repair shop, durable goods
52. Residence, one-family
53. Residence, two-family (duplex)
54. Retail sales, auto parts
55. Retail sales, big box
56. Retail sales, building materials
57. Retail sales, liquor store
58. Retail sales, tires
59. School, college or university
60. School, general
61. School, preschool
62. School, trade
63. Shooting range
64. Smoking lounge
65. Temporary farmers market
66. Temporary mobile auto repair
67. Theater, general
68. Theater, multiplex
69. Truck stop
70. Urgent care facility
71. Veterinary clinic
72. Wedding facility

Conditional uses:

1. Accessory antenna
2. Accessory commercial patio
3. Accessory medical marijuana home cultivation
4. Accessory solar array
5. Artist studio
6. Automobile repair, lube shop
7. Automobile repair, paintless dent repair
8. Bakery, retail
9. Community garden
10. Development in floodplain
11. Home based business
12. Live-work unit
13. Mobile food vendor
14. Pharmacy
15. Rental shop, general
16. Repair shop, consumer items
17. Restaurant
18. Restaurant, carry-out
19. Retail sales, garden center
20. Temporary construction yard

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Zone District: R-5 (Multiple-residential and Office District)

Purpose. The standards of this district (R-5) are designed to retain and provide areas of high density multifamily dwelling unit structures with limited commingling of professional offices and studios.

Setbacks:	Front	25’	Side	5’	Rear	15’
Coverage:	50%					
Floor Area Ratio	2	Floor Area / Land Area				
Max. Height	Unlimited	(See Section 17-4-6 for additional setbacks required for structures over 35’ in height)				
Minimum Lot Width:	50’					
Minimum Lot Size:	3,000 Square Feet (*1)					

(*1) Three (3) to five (5) family dwelling unit structures shall have one thousand five hundred (1,500) square feet of lot area per dwelling unit.

(*1) Six (6) or more family dwelling unit structures and other permitted uses shall have a minimum of eight thousand (8,000) square feet of lot area or one thousand (1,000) square feet per dwelling unit, whichever is greater and, if one (1) to three (3) habitable stories, shall provide at least twenty percent (20%) of the parcel in landscaped open space; if over four (4) habitable stories, shall provide at least fifty percent (50%) of the parcel in landscaped open space. Up to one-half (1/2) of the required open space may be in the form of balconies of at least four (4) feet wide on roofs developed and maintained as garden or recreation areas, but in no case shall space provided for off-street parking, loading or road access ways be counted as open space; and provided that the other permitted uses shall provide a parcel of land at least five thousand (5,000) square feet.

Single Family Homes:	§ 17-4-11 Single family home placement standards
Performance standards:	§ 17-4-4(b)
Outdoor Lighting	§ 17-4-52 Outdoor Lighting Performance Standards.
Off Street Parking	§ 17-4-43 Off-street parking non-residential.
Landscape:	Required. § 17-4-7
Public Sidewalks:	§ 17-4-44

Permitted Uses § 17-4-51(c)

Uses by right.

1. Accessory community garden
2. Accessory dwelling unit, established
3. Accessory heliport, emergency medical
4. Art gallery
5. Assisted living facility
6. Beauty salon or barbershop
7. Bed and breakfast home
8. Bed and breakfast inn
9. Boarding-house
10. Child care center
11. Civic club
12. Home, Children
13. Home, Disabled
14. Home, elderly
15. Hospital
16. Manufactured home, one-family
17. Mixed Use
18. Museum
19. Office, general
20. Office, medical
21. Office, professional
22. Parking lot
23. Photography studio
24. Religious institution
25. Residence, condominium
26. Residence, multifamily
27. Residence, one-family
28. Residence, townhouse
29. Residence, two-family (duplex)
30. Urgent care facility
31. Wedding facility

Uses by review.

1. Accessory commissary
2. Accessory drive-thru
3. Accessory emergency generator
4. Accessory pigeon and dove keeping
5. Adult day service center
6. Broadcasting studio
7. Catering service
8. Charitable institution
9. Commercial, established
10. Community center
11. Crematory
12. Financial institution
13. Funeral home
14. General service
15. Group care facility
16. Halfway house
17. Heliport, emergency medical
18. Hospice care facility
19. Instructional studio
20. Massage establishment
21. Mortuary
22. Nursing home
23. Parks, trails and open space
24. Public utilities
25. Recreation facilities, indoor
26. Restaurant
27. Restaurant, carry-out
28. School, trade
29. Student Housing
30. Theater, general

Conditional uses:

1. Accessory antenna
2. Accessory commercial patio
3. Accessory medical marijuana home cultivation
4. Accessory solar array
5. Artist studio
6. Child care home
7. Community garden
8. Development in floodplain
9. Home based business
10. Legal non-conforming uses
11. Live-work unit
12. Temporary construction yard
13. Mobile food vendor
14. Temporary model home (sales office)

city of PUEBLO colorado

Planning & Community Development

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Planning & Zoning Map Amendment Application (Rezoning)

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Property Owner	
Name: Brian Robinson	
Company: Sky Creek Homes, Ltd.	
Address: 215 S Purcell Blvd., Pueblo West, CO	Zip: 81007
Phone: ( ) 719.251.0997	Email: brian@skycreekhomes.com
Applicant	
Name: same as above	
Company:	
Address:	Zip:
Phone: ( )	Email:
Person or Firm Representing (If Different From) Owner or Applicant	
Name:	
Company:	
Address:	Zip:
Phone: ( )	Email:
*The **applicant** will be the primary contact unless otherwise noted.*	
Project Location: tbd Pueblo Blvd Way. Between Sunwest Credit Union and Fidelity National Title (address or general description)	
Parcel# 1504425007	
Legal Description: Lot 2 Blk 104 Regency Park Business Center	
Subdivision: Regency Park Business Center	Acreage: 0.75
Existing Zone District: B-2	**Proposed Zone District:** R-5

7-29-20

Purpose of this Application:

- ☑ To permit development of the property not allowed under the existing zone district.
- ☐ To provide proper zone district in conjunction with the subdivision plan for the area.
- ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- ☐ Other (specify):_____

(Continued from previous page)

Statement of Facts:

Justifying the zone change request. Be specific; use additional sheets if necessary.

Site is an infill lot that has existed undeveloped for decades. If there were a strong demand for current zoning would have developed by now. We feel being sandwiched between residential and commercial provides opportunity for multi-family development.

Description of area surrounding proposed development:

Residential on west side. Office and banking on all other sides.

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.

Will create a multifamily development of 8 detached cottages comprising 4 one bedroom and 4 two bedroom units. Believe development will not materially effect environment and traffic when compared to development under existing zoning. Economic effect will be providing 8 more apartments located on a side of town that does not experience as much multi-family development.

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

Estimated date for beginning project: Winter 2025

Estimated date for completion of project: Summer 2026

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

We are an established residential builder and developer in the City with a proven track record.

☐ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. **(if applicable)**

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.

Office Use Only

Zoning Compliance (Completed by City Staff)	
Application received by:	Date:
Application checked for completeness by:	Date:
Case Manager:	Fee Paid:
Hearing date: ☐ Approved ☐ Denied ☐Approved w/conditions	

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2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner			
Print Name:	Brian Robinson, Sky Creek Homes, Ltd.		
Signature:		Date:	5-12-2025
Applicant, if different from Property Owner			
Print Name:			
Signature:		Date:	

June 24, 2025

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

Z-25-14 Rezone: A rezoning of approx. 0.75 acres of land known as parcel #1504425007 located between Regency Blvd and Pueblo Blvd Way from Sub-Regional Business (B-2) Zone District to Multiple-Residential and Office (R-5) Zone District.

The Planning and Zoning Commission meeting will be held on **July 9, 2025, 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** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. If you cannot attend in-person, written testimony can be accepted up to 48 hours before the hearing date. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

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

June 24, 2025

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

CASE NUMBER: Z-25-14

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 1504425007 Pueblo Blvd. Way 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.

June 24, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 1504425007 Pueblo Blvd. Way. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

June 24, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

Owner	Street	City	State	Zip
ARMENTA CARLOS D	60 BRIARWOOD CIR	PUEBLO	CO	81005-1801
ASSISTANCE LEAGUE OF PUEBLO INC	1112 PUEBLO BLVD WAY	PUEBLO	CO	81005-2198
BEDNAR PATRICIA J/BEDNAR GEORGIE L	14 SENATE CT	PUEBLO	CO	81005-1805
BOSLEY ANTHONY A/BOSLEY RENEE D	5 SOVEREIGN CIR	PUEBLO	CO	81005-1825
C C K T LLC	4313 SENTINEL PL	PUEBLO	CO	81008-1874
CASAREZ PHILLIP JAMES / CASAREZ KIT	27 REGENCY BLVD	PUEBLO	CO	81005-1819
CORDOVA LOUIS L/CORDOVA NOREEN J	1 SENATE CT	PUEBLO	CO	81005-1805
FRANKLIN YORELL L	13 SENATE CT	PUEBLO	CO	81005-1805
GRANICKIN LLC + C/O KIM PROPERTIES INC	185 NW SPANISH RIVER BLVD STE 100	BOCA RATON	FL	33431-4230
JIMSOCORENTALS LLC	4289 N ELIZABETH ST	PUEBLO	CO	81008-2001
LEFEBRE JOHN P/LEFEBRE AMBER L	12 SENATE CT	PUEBLO	CO	81005-1805
MACALUSO TOM / MACALUSO ARLENE	55 BRIARWOOD CIR	PUEBLO	CO	81005-1884
MONTOYA TERESA A/MONTOYA DAVID A	57 BRIARWOOD CIR	PUEBLO	CO	81005-1884
OPENSHAW GORDON L/STIMMEL TRINA D	7 SOVEREIGN CIR	PUEBLO	CO	81005-1825
ORTIZ LAWRENCE/ORTIZ ANITA G	33 LA HABRE DR	PUEBLO	CO	81005-3973
PANKEY JESSICA	59 BRIARWOOD CIR	PUEBLO	CO	81005-1884
PUEBLO BANK AND TRUST CO	PO BOX 639	PUEBLO	CO	81002-0639
PUEBLO EAR NOSE AND THROAT PROPERTI	140 E SADDLEWOOD DR	PUEBLO WEST	CO	81007-5035
R C K PROPERTY 1 LLC	1620 LYNWOOD LN	PUEBLO	CO	81005-2243
REGENCY PARK PROFESSIONAL GROUP LLC	1111 PUEBLO BLVD WAY STE 140	PUEBLO	CO	81005-1687
RIVAS JOHN JR/RIVAS PATRICIA	29 REGENCY BLVD	PUEBLO	CO	81005-1819
SANCHEZ LORENCITA/SANCHEZ RONALD/ + SANCHEZ GARY T/SANCHEZ JOSE M	3 SOVEREIGN CIR	PUEBLO	CO	81005-1825
SHALLBETTER KAREN L	31 REGENCY BLVD	PUEBLO	CO	81005-1819
SKY CREEK HOMES, LTD	215 S PURCELL BLVD	PUEBLO WEST	CO	81007-5083
SUNWEST EDUCATIONAL CU	4141 SOVEREIGN CIR	PUEBLO	CO	81005-1876
TORRES CARLOS E / TORRES KEVIN E	15 SENATE CT	PUEBLO	CO	81005-1805
TROUTT RICK/TROUTT JOY FAMILY	1790 ROSEVALE CT	PUEBLO	CO	81006-1742
VALDEZ JESSICA M	56 BRIARWOOD CIR	PUEBLO	CO	81005-1801
VENTURE CAPITAL HOLDINGS TRUST LLC	1834 VINEWOOD LN STE	PUEBLO	CO	81005-2559
WOODS DARRELL/WOODS REBEKAH S	58 BRIARWOOD CIR	PUEBLO	CO	81005-1801

It's not just about what he said. He went into the library and made a whole scene about their employees and said that trans people shouldn't work there. That's why he was kicked out and that's why the library put out a statement.

E-25-5

Elected Official Ethics Complaint

Status: Active

Submitted On: 7/29/2025

Complainant Information

Please note that this form is considered a public document and may be released to the public by request pursuant to the Colorado Open Records Act.

Your full name:*

Elvis Martinez

Street Address:*

[redacted]

City:*

[redacted]

State:*

[redacted]

Zip Code:*

[redacted]

Email:*

[redacted]

Phone Number:*

[redacted]

Complaint Details

Person against whom you are alleging the complaint:*

Sarah Martinez

Please select the alleged violation(s):

Disclosed confidential information acquired in the course of his or her official duties in order to further substantially his or her financial interests. (PMC §1-9-4(a)(1))

☐

Accepted a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value. (PMC §1-9-4(a)(2))

☐

Disclosed information or records that are not available to the public, which were acquired in the course of his or her public office duties without a legal basis or court order. (PMC §1-9-6)

☐

Disclosed records or discussions of an executive session except pursuant to 24-6-402(2)(d.5)(II)(D), CRS. (PMC §1-9-6)

☐

Performed an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she or his or her family has a substantial financial interest. (PMC §1-9-7(2))

☐

Performed an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she is engaged as counsel, consultant, representative or agent. (PMC §1-9-7(2))

☐

Other violation of the Ethics Code

☑

Code Provision Citation:*

1-9-3 (a)

Date of official act*

07/28/2025

What official act was taken?*

Sarah was biased when voting on T1. She brought the item forward and already had her mind made up and should have recused herself from the vote plus she has stated in the past that she sits on the library board and in a text message told me that Roger was kicked out of the library without any evidence.

Please attach any supplemental evidence or additional pages of the complaint in the attachments section following.

I do hereby swear or affirm that the statements made here and attached hereto are true and accurate to the best of my knowledge.

By clicking to submit your digital signature, you agree that your electronic signatures appearing in this document are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. If you would like to sign this document manually, please contact the City Clerk's office at 719-553-2669. *

Elvis Martinez
Jul 29, 2025