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

MONDAY, AUGUST 25, 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 — Michael Atlas-Acuna, President, Temple Emanuel Board of Directors

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "Mental Health and Suicide Prevention Awareness Day" - Tonya Johnson, Chair & Co-Founder, Genevieve Gonzales, Co-Chair, and Dena Rodriguez Leach, Treasurer and Co-Founder of the Mental Wellness Task Force of SOCO

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF AGENDA

I. APPROVAL OF AGENDA

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

J. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated August 11, 2025, as distributed.

J1 City Council Minutes 081125

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 $617,492 to Monument Roofing of Colorado a Tecta America Company, LLC, for Project No. 25-049, Replacement of Various Roofs at Wastewater Reclamation Facility, setting forth $61,750 for contingencies, and authorizing the Purchasing Agent to execute same

M2 A Resolution awarding a construction contract in the amount of $496,402.46 to Baha Construction, Inc., for Project No. 25-016, Parking and Streetscape Improvements - El Centro del Quinto Sol Park, setting forth $75,000 for contingencies, and authorizing the Purchasing Agent to execute same

M3 A Resolution transferring funds in the amount of $400,000.00 from Account Project HUAN01 Street Resurfacing to Account Project HU2506 - Asphalt Imprv - Victory & Vision; and awarding a construction contract in the amount of $336,299.39 to Rock M, Inc., for Project No. 25-071, Asphalt improvements - Victory Lane and Vision Lane, setting forth $63,700.61 for contingencies, and authorizing the Purchasing Agent to execute same

M4 A Resolution authorizing the issuance of a Revocable Permit (REV-25-26) to the YMCA of Pueblo for the use of the outer lanes of Spaulding Avenue (both directions) between the north entrance of the YMCA and Pueblo Boulevard, outer lanes of Parker Boulevard (both directions) between Spaulding Avenue and its north/eastern terminus for the 5K run/walk Corporate Cup event

M5 A Resolution authorizing the issuance of a Revocable Permit (REV-25-27) to the YMCA of Pueblo for the use of one lane of Spaulding Avenue just south of the YMCA entrance and the right-in only road of 31st Street for the one-mile Corporate Cup race

M6 A Resolution authorizing the issuance of a Revocable Permit (REV-25-29) to Alpine Remediation, Inc., for the use of the public right-of-way in front of 2801 N. Elizabeth Street in the Elizabeth Street Parkway for the purpose of installing two new 2-inch monitoring wells

M7 A Resolution confirming the appointment by the Mayor of Dan Leone to complete a three-year term expiring September 30, 2026, on the Pueblo Memorial Airport Advisory Committee

M8 A Resolution confirming the appointment by the Mayor of Richard Ringler to complete a three-year term expiring December 31, 2025, on the Pueblo Human Relations Commission

M9 A Resolution confirming the appointment by the Mayor of Jay Fisher to complete a three-year term expiring November 1, 2027, on the Pueblo Streetscape Advisory Committee

M10 A Resolution adopting and approving the City of Pueblo Public Right-of-Way Americans with Disabilities Act (ADA) Transition Plan for the City of Pueblo

M11 A Resolution granting and approving an Easement and Maintenance Agreement to Compass Pointe, LP, A Colorado Limited Partnership, for the purpose of constructing and maintaining a Stormwater detention pond outfall

M12 A Resolution approving compensation with respect to a Legal Services Agreement with Kaplan Kirsch LLP

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance authorizing The City of Pueblo, a Colorado Municipal Corporation to carry over $7,334,977.00 in Private Activity Bond Allocation, expressing intent of The City of Pueblo to issue its Private Activity Bonds and authorizing the Mayor to execute preliminary actions in connection therewith

N2 An Ordinance Approving and Accepting a grant agreement for the City of Pueblo from the

Colorado Water Conservation Board, State of Colorado Department of Natural Resources, authorizing the Mayor to execute the same, establishing Project No. CI2517, budgeting and appropriating funds in the amount of $112,500 to Project No. CI2517 for the Lake Minnequa Restoration Feasibility Study, transferring $5,848.57 from Capital Project No. LT0233 - Honor Farm Project, $4,013.31 from LT1803 - City Park G. Williams Pavilion Repairs, $671.51 from LT1902 - Ice Arena Zamboni Room Addition, and $1,966.61 from LT2201 - Building Renovation City Park Administration, totaling $12,500 in funds to Capital Project No. LT2502 - Lake Minnequa Dredge Study to be used as required grant match

N3 An Ordinance approving and accepting a grant award letter and all applicable conditions pertaining thereto with the Colorado Department of Local Affairs (DOLA), in the amount of $165,759.00 for the Pueblo Police Department Towing and Impound Relief Program, establishing project number PS2510 and budgeting and appropriating funds into project number PS2510, and authorizing the Mayor to execute same

N4 An Ordinance approving and accepting a sub-recipient grant award and all applicable conditions pertaining thereto from the Colorado Springs Police Department, in the amount of $24,300.00 for the High Intensity Drug Trafficking Areas (HIDTA) program, for the period January 1, 2025 through December 31, 2025, and authorizing the Mayor to execute same

N5 An Ordinance amending the Fiscal Year 2025 Staffing Ordinance by temporarily adding one (1) Wastewater Treatment Plant (WWTP) Lab Supervisor position within the Wastewater Department for training purposes

N6 An Ordinance approving the Memorandum of Understanding between Pueblo Community College("PCC") and the Pueblo Fire Department allowing the authority having jurisdiction ("AHJ") over Pueblo Community College facilities operations in Pueblo city limits for building construction plan review and related inspections, fire safety inspections, and fire safety permits and authorizing the Mayor to execute the same

N7 An Ordinance (1) approving and authorizing the Mayor to execute an Employment Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Trussworks Operations, LLC, a Delaware limited liability company, relating to a job creating capital improvement project and (2) approving and authorizing the Mayor to execute a Contract to Buy and Sell Real Estate and corresponding Special Warranty Deed between the City of Pueblo, a Colorado Municipal Corporation, and Trussworks Operations, LLC, a Delaware limited liability company, relating to a parcel of improved land located in the Airport Industrial Park and (3) approving transferring one million four hundred sixty-two thousand dollars ($1,462,000) from the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund for the purpose of the City of Pueblo’s compliance with said Employment Agreement

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 September 8, 2025, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A Resolution to initiate by application to the Historic Preservation Commission the designation of 330 South City Park Avenue, City Park Bath House, as a local historic landmark

Q2 A Resolution fixing the ballot title and submitting to the eligible electors of the City of Pueblo, Colorado at the regular municipal election to be held on November 4, 2025, a question relating to the 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 extension

Q3 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Voices Against Gun Violence Inc. in the amount of $1,000 to sponsor their program assisting the families of victims of gun violence with memorial-related expenses

Q4 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Metro Volunteers (DBA Spark the Change Colorado) in the amount of $1,000 to sponsor the 3rd Annual Suicide Memory Walk from 9:00 AM - 12:00 PM at Minnequa Lake Park on Saturday, September 6, 2025

R. QUASI-JUDICIAL PROCEEDINGS

R1 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

S. ORDINANCES – FINAL PRESENTATION

S1 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 August 11, 2025 by Councilor Brett Boston*

S2 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 - *Introduced August 11, 2025 by Councilor Brett Boston*

S3 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 - *Introduced August 11, 2025 by Councilor Brett Boston*

S4 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 - *Introduced August 11, 2025 by Councilor Brett Boston*

S5 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 - *Introduced August 11, 2025 by Councilor Brett Boston*

S6 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 - *Introduced August 11, 2025 by Councilor Brett Boston*

S7 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 - *Introduced August 11, 2025 by Councilor Brett Boston*

S8 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 - *Introduced August 11, 2025 by Councilor Brett Boston*

S9 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 - *Introduced August 11, 2025 by Councilor Brett Boston*

S10 An Ordinance making certain legislative findings and approving the Dillon Drive Urban Renewal Plan - *Introduced August 11, 2025 by Councilor Brett Boston*

T. EMERGENCY ORDINANCES

T1 An Emergency Ordinance authorizing the use of lease-purchase financing to acquire certain equipment pursuant to the terms of an equipment lease-purchase agreement by and between the Pueblo, Colorado Municipal Building Corporation, as Lessor, and the City of Pueblo, Colorado, a Colorado Municipal Corporation, as Lessee; budgeting and appropriating funds in the amount of $8,800,000.00 into Project Account CI2512 - PMJC HVAC Replacement; approving a construction contract between the City of Pueblo, a Colorado Municipal Corporation and Trane U.S., Inc., d.b.a. Trane, a Delaware Corporation in the amount of $7,954,518.00, setting forth $845,482.00 for contingencies and issuance-related expenses; authorizing officials of the City to take all action necessary to carry out the transactions contemplated hereby; declaring an emergency; and other related matters

U. ADJOURN

Proclamation

"Mental Health and Suicide Prevention Awareness Day"

September 6, 2025

WHEREAS: Suicide is a national public health crisis that claims the lives of more than 49,000 people in the US each year, leaving families and communities devastated and grieving; and

WHEREAS: Mental health conditions affect one in five adults and one in six youth each year, yet stigma and barriers to care often prevent individuals from seeking the help they need; and

WHEREAS: The effects of suicide are long-lasting and deeply felt, particularly by those who have loved ones -parents, siblings, friends, partners, and coworkers – who continue to carry the memories of those they have lost; and

WHEREAS: Mental Health and Suicide Prevention Awareness Day serves as a meaningful opportunity to honor the lives lost to suicide, support survivors of suicide loss, and raise awareness about mental health, and bring communities together in hope and healing; and

WHEREAS: Community driven efforts such as education, advocacy, access to quality mental health care, and open conversations are vital to reducing stigma, increasing prevention and ultimately saving lives; and

WHEREAS: We recognize that mental health is essential to overall health and suicide prevention is a shared responsibility.

NOW, THEREFORE, WE, the Board of County Commissioners of the County of Pueblo, Colorado, and the City Council of the City of Pueblo, Colorado by the authority vested in us, do hereby proclaim September 6, 2025, as **"Mental Health and Suicide Prevention Awareness Day"** in the City and County of Pueblo, and encourage all citizens to join in honoring the memories of those lost, supporting survivors, and to make a commitment to mental health advocacy, education and compassionate community care.

IN WITNESS WHEREOF, WE have hereunto set our hands and caused the Seals of the City and County of Pueblo, Colorado, to be affixed this 25th day of August 2025.

Mark Aliff
President, City Council

Zach Swearingen
Chairman, Board of County Commissioners

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, AUGUST 25, 2025 - 7:00 PM

MINUTES

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 PROCLAMATION PRESENTATION: "MENTAL HEALTH AND SUICIDE PREVENTION AWARENESS DAY" - TONYA JOHNSON, CHAIR & CO-FOUNDER, GENEVIEVE GONZALES, CO-CHAIR, AND DENA RODRIGUEZ LEACH, TREASURER AND CO-FOUNDER OF THE MENTAL WELLNESS TASK FORCE OF SOCO

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF AGENDA

I. APPROVAL OF AGENDA

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES 081125

K. CONSENT AGENDA

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $617,492 TO MONUMENT ROOFING OF COLORADO A TECTA AMERICA COMPANY, LLC, FOR PROJECT NO. 25-049, REPLACEMENT OF VARIOUS ROOFS AT WASTEWATER RECLAMATION FACILITY, SETTING FORTH $61,750 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

M2 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $496,402.46 TO BAHA CONSTRUCTION, INC., FOR PROJECT NO. 25-016, PARKING AND STREETSCAPE IMPROVEMENTS - EL CENTRO DEL QUINTO SOL PARK, SETTING FORTH $75,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

M3 A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $400,000.00 FROM ACCOUNT PROJECT HUAN01 STREET RESURFACING TO ACCOUNT PROJECT HU2506 - ASPHALT IMPRV - VICTORY & VISION; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $336,299.39 TO ROCK M, INC., FOR PROJECT NO. 25-071, ASPHALT IMPROVEMENTS - VICTORY LANE AND VISION LANE, SETTING FORTH $63,700.61 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

M4 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-27) TO THE YMCA OF PUEBLO FOR THE USE OF ONE LANE OF SPAULDING AVENUE JUST SOUTH OF THE YMCA ENTRANCE AND THE RIGHT-IN ONLY ROAD OF 31ST STREET FOR THE ONE-MILE CORPORATE CUP RACE

M5 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF DAN LEONE TO COMPLETE A THREE-YEAR TERM EXPIRING SEPTEMBER 30, 2026, ON THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE

M6 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF RICHARD RINGLER TO COMPLETE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2025, ON THE PUEBLO HUMAN RELATIONS COMMISSION

M7 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF JAY FISHER TO COMPLETE A THREE-YEAR TERM EXPIRING NOVEMBER 1, 2027, ON THE PUEBLO STREETSCAPE ADVISORY COMMITTEE

M8 A RESOLUTION ADOPTING AND APPROVING THE CITY OF PUEBLO PUBLIC RIGHT-OF-WAY AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN FOR THE CITY OF PUEBLO

M9 A RESOLUTION TO INITIATE BY APPLICATION TO THE HISTORIC PRESERVATION COMMISSION THE DESIGNATION OF 330 SOUTH CITY PARK AVENUE, CITY PARK BATH HOUSE, AS A LOCAL HISTORIC LANDMARK

M10 A RESOLUTION GRANTING AND APPROVING AN EASEMENT AND MAINTENANCE AGREEMENT TO COMPASS POINTE, LP, A COLORADO LIMITED PARTNERSHIP, FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A STORMWATER DETENTION POND OUTFALL

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE AUTHORIZING THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION TO CARRY OVER $7,334,977.00 IN PRIVATE ACTIVITY BOND ALLOCATION, EXPRESSING INTENT OF THE CITY OF PUEBLO TO ISSUE ITS PRIVATE ACTIVITY BONDS AND AUTHORIZING THE MAYOR TO EXECUTE PRELIMINARY ACTIONS IN CONNECTION THEREWITH

N2 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO FROM THE COLORADO WATER CONSERVATION BOARD, STATE OF COLORADO DEPARTMENT OF NATURAL RESOURCES, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI25__, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $112,500 TO PROJECT NO. CI25__ FOR THE LAKE MINNEQUA RESTORATION FEASIBILITY STUDY, TRANSFERRING $5,848.57 FROM CAPITAL PROJECT NO. LT0233 - HONOR FARM PROJECT, $4,013.31 FROM LT1803 - CITY PARK G. WILLIAMS PAVILION REPAIRS, $671.51 FROM LT1902 - ICE ARENA ZAMBONI ROOM ADDITION, AND $1,966.61 FROM LT2201 - BUILDING RENOVATION CITY PARK ADMINISTRATION, TOTALING $12,500 IN FUNDS TO CAPITAL PROJECT NO. LT2502 - LAKE MINNEQUA DREDGE STUDY TO BE USED AS REQUIRED GRANT MATCH

N3 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AWARD LETTER AND ALL APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA), IN THE AMOUNT OF $165,759.00 FOR THE PUEBLO POLICE DEPARTMENT TOWING AND IMPOUND RELIEF PROGRAM, ESTABLISHING PROJECT NUMBER PS2510 AND BUDGETING AND APPROPRIATING FUNDS INTO PROJECT NUMBER PS2510, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N4 AN ORDINANCE APPROVING AND ACCEPTING A SUB-RECIPIENT GRANT AWARD AND ALL APPLICABLE CONDITIONS PERTAINING THERETO FROM THE COLORADO SPRINGS POLICE DEPARTMENT, IN THE AMOUNT OF

$24,300.00 FOR THE HIGH INTENSITY DRUG TRAFFICKING AREAS (HIDTA) PROGRAM, FOR THE PERIOD JANUARY 1, 2025 THROUGH DECEMBER 31, 2025, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N5 AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY TEMPORARILY ADDING ONE (1) WASTEWATER TREATMENT PLANT (WWTP) LAB SUPERVISOR POSITION WITHIN THE WASTEWATER DEPARTMENT FOR TRAINING PURPOSES

N6 AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN PUEBLO COMMUNITY COLLEGE("PCC") AND THE PUEBLO FIRE DEPARTMENT ALLOWING THE AUTHORITY HAVING JURISDICTION ("AHJ") OVER PUEBLO COMMUNITY COLLEGE FACILITIES OPERATIONS IN PUEBLO CITY LIMITS FOR BUILDING CONSTRUCTION PLAN REVIEW AND RELATED INSPECTIONS, FIRE SAFETY INSPECTIONS, AND FIRE SAFETY PERMITS AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

O. APPROVAL OF CONSENT AGENDA

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO VOICES AGAINST GUN VIOLENCE INC. IN THE AMOUNT OF $1,000 TO SPONSOR THEIR PROGRAM ASSISTING THE FAMILIES OF VICTIMS OF GUN VIOLENCE WITH SERVICE-RELATED COSTS

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO METRO VOLUNTEERS (DBA SPARK THE CHANGE COLORADO) IN THE AMOUNT OF $1,000 TO SPONSOR THE 3RD ANNUAL SUICIDE MEMORY WALK FROM 9:00 AM - 12:00 PM AT MINNEQUA LAKE PARK ON SATURDAY, SEPTEMBER 6, 2025

R. ORDINANCES – FINAL PRESENTATION

R1 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

R2 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

R3 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

R4 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

R5 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

R6 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

R7 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

R8 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

R9 AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE DILLON DRIVE URBAN RENEWAL PLAN

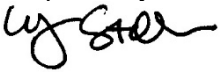
R10 An Ordinance submitting to the eligible electors of the City of Pueblo, Colorado at the Regular Municipal Election to be held on November 4, 2025, a proposed amendment to the Charter of the City of Pueblo changing the form of government to City Council - City Manager and fixing the ballot title therefor

S. QUASI-JUDICIAL PROCEEDINGS

S1 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

T. ADJOURN

Respectfully submitted,



Marisa Stoller
City Clerk

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 25, 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 $617,492 TO MONUMENT ROOFING OF COLORADO A TECTA AMERICA COMPANY, LLC, FOR PROJECT NO. 25-049, REPLACEMENT OF VARIOUS ROOFS AT WASTEWATER RECLAMATION FACILITY, SETTING FORTH $61,750 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Monument Roofing of Colorado a Tecta America Company, LLC, for Project No. 25-049, Replacement of Various Roofs at Wastewater Reclamation Facility.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

In general, this project will consist of the removal of existing roofing and replacement with new ballasted roofing for the Wastewater Department's administration building, shop building, secondary building, non-potable water building, and Dissolved Air Filtration Thickening (D.A.F.) Building. The existing ballasted roofs are over 15 years old, pulling away from the sides, have multiple leaks (including leaks around skylights), and they cannot be repaired. Replacement is required.

Included in this award are bid alternates 1, 2 and 3, outlined below:

1. Administration building - replace all batten style metal roof and wall panels
2. Shop building - remove and replace all skylights
3. D.A.F. building - remove and replace all skylights

The Resolution awards the Construction Contract to Monument Roofing of Colorado a Tecta America Company, LLC.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $679,242.00 will be paid from Account Project No. WWAN04 Treatment Plant Rehab/Equipment.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-049 Bid Summary

RESOLUTION NO.

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $617,492 TO MONUMENT ROOFING OF COLORADO A TECTA AMERICA COMPANY, LLC, FOR PROJECT NO. 25-049, REPLACEMENT OF VARIOUS ROOFS AT WASTEWATER RECLAMATION FACILITY, SETTING FORTH $61,750 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, bids for Project No. 25-049, Replacement of Various Roofs at Wastewater Reclamation Facility have been received and examined; and,

WHEREAS, the proposal of Monument Roofing of Colorado a Tecta America Company, LLC, was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 25-049 Replacement of Various Roofs at Wastewater Reclamation Facility to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-049, Replacement of Various Roofs at Wastewater Reclamation Facility, to be performed, and the contract for said project is hereby awarded to Monument Roofing of Colorado a Tecta America Company, LLC, in the amount of $617,492.00.

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 the same.

SECTION 3.

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

Contingencies and Additional Work…….$61,750.00

SECTION 4.

Funds for Project No. 25-049 (including contingencies and additional work), in the amount of $679,242.00 shall be from Account Project No. WWAN04, Treatment Plant Rehab/Equipment.

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 25, 2025

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

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

EVALUATION TABULATION

IFB No. 25-049 (WWAN04)

Replacement of Various Roofs at Wastewater Reclamation Facility

RESPONSE DEADLINE: August 13, 2025 at 10:00 am
Report Generated: Wednesday, August 13, 2025

VENDOR TOTALS

Vendor	Base Bid	Add Alternate No. 1	Add Alternate No. 2	Add Alternate No. 3	Total
Monument Roofing of Colorado a Tecta America Company, LLC	$543,075.00	$52,495.00	$18,041.00	$3,881.00	$617,492.00
L.E. Roofing LLC	$497,324.20	$114,000.00	$21,000.00	$4,200.00	$636,524.20
B & M Roofing of Colorado, Inc	$867,685.00	$30,775.00	$9,300.00	$46,500.00	$954,260.00
7 Summits Roofing	$864,573.00	$30.00	$78,750.00	$15,750.00	$959,103.00
Central States Roofing Company	$980,987.00	$0.00	$11,000.00	$50,000.00	$1,041,987.00

BASE BID

Base Bid				7 Summits Roofing	B & M Roofing of Colorado, Inc	Central States Roofing Company	L.E. Roofing LLC	Monument Roofing of Colorado a Tecta America Company, LLC
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	1	Administration Building -Remove and Replace Roof	Lump Sum	$390,923.00	$310,845.00	$391,210.00	$200,178.80	$232,855.00
X	2	Shop Building - Remove and Replace Roof	Lump Sum	$307,400.00	$299,106.00	$249,850.00	$168,690.00	$202,692.00
X	3	Secondary Clarifier Building - Remove and Replace Roof	Lump Sum	$43,750.00	$62,528.00	$80,370.00	$31,488.80	$30,488.00
X	4	Non-Potable Water Building - Remove and Replace Roof	Lump Sum	$45,000.00	$85,478.00	$95,795.15	$31,490.00	$27,684.00
X	5	D.A.F. Building - Remove and Replace Roof	Lump Sum	$70,000.00	$98,147.00	$114,712.50	$41,610.00	$44,494.00
X	6	Mobilization	Lump Sum	$7,500.00	$11,581.00	$49,049.35	$23,866.60	$4,862.00
Total				$864,573.00	$867,685.00	$980,987.00	$497,324.20	$543,075.00

ADD ALTERNATE NO. 1

ADD ALTERNATE NO. 1				7 Summits Roofing	B & M Roofing of Colorado, Inc	Central States Roofing Company	L.E. Roofing LLC	Monument Roofing of Colorado a Tecta America Company, LLC
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	7	Administration Building - Replace all Batten Style Metal Roof and Wall Panels	Lump Sum	$30.00	$30,775.00	$0.00	$114,000.00	$52,495.00
Total				$30.00	$30,775.00	$0.00	$114,000.00	$52,495.00

ADD ALTERNATE NO. 2

ADD ALTERNATE NO. 2				7 Summits Roofing	B & M Roofing of Colorado, Inc	Central States Roofing Company	L.E. Roofing LLC	Monument Roofing of Colorado a Tecta America Company, LLC
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	8	Shop Building - Remove and Replace All Skylights	Lump Sum	$78,750.00	$9,300.00	$11,000.00	$21,000.00	$18,041.00
Total				$78,750.00	$9,300.00	$11,000.00	$21,000.00	$18,041.00

ADD ALTERNATE NO. 3

ADD ALTERNATE NO. 3				7 Summits Roofing	B & M Roofing of Colorado, Inc	Central States Roofing Company	L.E. Roofing LLC	Monument Roofing of Colorado a Tecta America Company, LLC
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	9	D.A.F. Building - Remove and Replace All Skylights	Lump Sum	$15,750.00	$46,500.00	$50,000.00	$4,200.00	$3,881.00
Total				$15,750.00	$46,500.00	$50,000.00	$4,200.00	$3,881.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	7 Summits Roofing	B & M Roofing of Colorado, Inc	Central States Roofing Company	L.E. Roofing LLC	Monument Roofing of Colorado a Tecta America Company, LLC
BID GUARANTEE	Pass	Pass	Pass		Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	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
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	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: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

City Clerk's Office Item # M2

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 25, 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 $496,402.46 TO BAHA CONSTRUCTION, INC., FOR PROJECT NO. 25-016, PARKING AND STREETSCAPE IMPROVEMENTS - EL CENTRO DEL QUINTO SOL PARK, SETTING FORTH $75,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Baha Construction, Inc., for Project No. 25-016, Parking and Streetscape Improvements - El Centro del Quinto Sol Park.

PREVIOUS COUNCIL ACTION:

Ordinance 9563 dated September 23, 2019, approved an Intergovernmental Agreement between the City of Pueblo and Pueblo County, established Account Project No. CI1914, and budgeted and appropriated $100,000.00 for the design phase of the Eastside Pedestrian, Parking and Streetscape Improvements Project.

Resolution 14457 dated August 24, 2020, approved an agreement for professional engineering services between the City of Pueblo and Bohannan Huston, Inc., in the amount of $64,530.00 for the completion of the Master Plan.

Resolution 14788 dated January 24, 2022, approved Amendment #1 to the agreement for professional engineering services between the City of Pueblo and Bohannan Huston, Inc., in the amount of $29,940.00 for the completion of the Final Design.

Ordinance 10147 dated April 11, 2022, approved Amendment #1 to the IGA between the City of Pueblo and Pueblo County, appropriating an additional $100,000.00 for design funds.

Docusign Envelope ID: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

Ordinance 10934, dated April 28, 2025, approved an IGA between the City of Pueblo and Pueblo County to accept, budget and appropriate funds in the amount of $810,145.00 for construction of parking and landscape improvements around the El Centro del Quinto Sol Park.

BACKGROUND:

In general, this project includes parking and landscape improvements around the El Centro del Quinto Sol Park including establishing new angled parking by installing new curb, gutter, sidewalk, and pavement around the park, as well as new ADA compliant curb ramps, pedestrian lighting, turf replacement and tree relocations. The Resolution awards the Construction Contract to Baha Construction, Inc.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $571,402.46 will be paid from Account Project No. CI1914 Eastside Streetscape Project.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-016 Bid Summary

Docusign Envelope ID: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

RESOLUTION NO. 16091

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $496,402.46 TO BAHA CONSTRUCTION, INC., FOR PROJECT NO. 25-016, PARKING AND STREETSCAPE IMPROVEMENTS - EL CENTRO DEL QUINTO SOL PARK, SETTING FORTH $75,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, bids for Project No. 25-016, Parking and Streetscape Improvements - El Centro del Quinto Sol Park have been received and examined; and,

WHEREAS, the proposal of Baha Construction, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 25-016 Parking and Streetscape Improvements - El Centro del Quinto Sol Park to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-016, Parking and Streetscape Improvements El Centro del Quinto Sol Park, to be performed, and the contract for said project is hereby awarded to Baha Construction, Inc., in the amount of $496,402.46.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work……$75,000.00

SECTION 4.

Funds for Project No. 25-016 (including contingencies and additional work), in the amount of $571,402.46 shall be from Account Project No. CI1914, Eastside Streetscape Project.

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 25, 2025

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A1F51823AB462...
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. 25-016 (CI1914)

Parking and Streetscape Improvements – El Centro del Quinto Sol Park

RESPONSE DEADLINE: August 7, 2025 at 10:30 am
Report Generated: Thursday, August 7, 2025

VENDOR TOTALS

Vendor	Total
Baha Construction, Inc.	$496,402.46
Cedar Ridge Landscape, Inc	$518,703.90
Gray Matter Construction	$532,652.70
Pyramid Construction, Inc.	$541,924.05
Tony J Beltramo & Sons, Inc.	$558,830.25
Finsterwald Landscaping and Irrigation	$691,784.27
JARCCO Construction LLC	$806,108.00

BASE BID (Table 1 of 2)

Base Bid					Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Finsterwald Landscaping and Irrigation		Gray Matter Construction		JARCCO Construction 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	Clearing and Grubbing	1	LS	$2,000.00	$2,000.00	$8,000.00	$8,000.00	$2,950.00	$2,950.00	$19,800.00	$19,800.00	$11,041.00	$11,041.00
X	2	Remove Tree and Stump, 8-inch Diameter	3	EA	$235.00	$705.00	$900.00	$2,700.00	$400.00	$1,200.00	$350.00	$1,050.00	$1,299.00	$3,897.00
X	3	Remove Tree and Stump, 12-inch Diameter	2	EA	$305.00	$610.00	$1,400.00	$2,800.00	$525.00	$1,050.00	$450.00	$900.00	$2,208.00	$4,416.00
X	4	Remove Tree and Stump, 18-inch Diameter	4	EA	$320.00	$1,280.00	$1,800.00	$7,200.00	$785.00	$3,140.00	$750.00	$3,000.00	$2,858.00	$11,432.00
X	5	Remove Tree and Stump, 36-inch Diameter	2	EA	$1,565.00	$3,130.00	$3,500.00	$7,000.00	$1,450.00	$2,900.00	$2,500.00	$5,000.00	$3,507.00	$7,014.00
X	6	Removal of Sidewalk Drain	46	LF	$20.00	$920.00	$6.00	$276.00	$250.39	$11,517.94	$60.00	$2,760.00	$32.00	$1,472.00
X	7	Removal of Sidewalk	4395	SF	$2.50	$10,987.50	$2.00	$8,790.00	$3.35	$14,723.25	$3.50	$15,382.50	$5.00	$21,975.00
X	8	Removal of Curb and Gutter	1051	LF	$5.00	$5,255.00	$8.00	$8,408.00	$10.65	$11,193.15	$9.00	$9,459.00	$14.00	$14,714.00
X	9	Removal of Asphalt Mat	202	SY	$17.00	$3,434.00	$22.00	$4,444.00	$31.50	$6,363.00	$30.00	$6,060.00	$35.00	$7,070.00
X	10	Removal of Concrete Curb Ramp	213	SF	$7.00	$1,491.00	$2.25	$479.25	$5.35	$1,139.55	$10.00	$2,130.00	$9.00	$1,917.00

Base Bid					Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Finsterwald Landscaping and Irrigation		Gray Matter Construction		JARCCO Construction 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	11	Unclassified Excavation	675	CY	$18.00	$12,150.00	$75.00	$50,625.00	$6.50	$4,387.50	$40.00	$27,000.00	$97.00	$65,475.00
X	12	Erosion Control	1	LS	$3,500.00	$3,500.00	$1,500.00	$1,500.00	$3,250.00	$3,250.00	$13,000.00	$13,000.00	$8,239.00	$8,239.00
X	13	Turf Sod and Soil Preparations	4625	SF	$1.66	$7,677.50	$3.00	$13,875.00	$3.50	$16,187.50	$4.00	$18,500.00	$2.00	$9,250.00
X	14	Wood Chip Mulch (4" Depth)(At Tree Bases)	3	CY	$250.00	$750.00	$100.00	$300.00	$100.00	$300.00	$350.00	$1,050.00	$158.00	$474.00
X	15	Imported Planting Soil at 18" Depth	263	CY	$118.00	$31,034.00	$100.00	$26,300.00	$91.45	$24,051.35	$175.00	$46,025.00	$114.00	$29,982.00
X	16	Deciduous Shade Tree (2.5")	3	EA	$1,375.00	$4,125.00	$1,150.00	$3,450.00	$850.00	$2,550.00	$900.00	$2,700.00	$1,172.00	$3,516.00
X	17	2" Electric Control Valve	2	EA	$330.00	$660.00	$600.00	$1,200.00	$325.00	$650.00	$750.00	$1,500.00	$1,027.00	$2,054.00
X	18	1.5" Electric Control Valve	1	EA	$410.00	$410.00	$550.00	$550.00	$300.00	$300.00	$500.00	$500.00	$894.00	$894.00
X	19	6" Pop-up Spray Head	112	EA	$21.00	$2,352.00	$57.00	$6,384.00	$27.50	$3,080.00	$50.00	$5,600.00	$32.00	$3,584.00
X	20	1" Lateral	1100	LF	$0.83	$913.00	$6.00	$6,600.00	$8.00	$8,800.00	$6.00	$6,600.00	$10.00	$11,000.00
X	21	1.25" Lateral	855	LF	$1.15	$983.25	$6.50	$5,557.50	$9.25	$7,908.75	$9.00	$7,695.00	$10.00	$8,550.00
X	22	1.5" Lateral	660	LF	$1.35	$891.00	$7.50	$4,950.00	$10.31	$6,804.60	$12.00	$7,920.00	$10.00	$6,600.00
X	23	2" Lateral	40	LF	$7.65	$306.00	$10.00	$400.00	$11.00	$440.00	$20.00	$800.00	$11.00	$440.00
X	24	PVC Sleeving - 2"	435	LF	$1.90	$826.50	$10.00	$4,350.00	$11.00	$4,785.00	$30.00	$13,050.00	$32.00	$13,920.00

Base Bid					Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Finsterwald Landscaping and Irrigation		Gray Matter Construction		JARCCO Construction 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	25	PVC Sleeving - 4"	48	LF	$10.27	$492.96	$23.00	$1,104.00	$13.00	$624.00	$75.00	$3,600.00	$45.00	$2,160.00
X	26	Sleeve Bore - 2"	25	LF	$12.29	$307.25	$20.00	$500.00	$115.00	$2,875.00	$200.00	$5,000.00	$143.00	$3,575.00
X	27	Aggregate Base Course (Class 6)	415	CY	$55.00	$22,825.00	$85.00	$35,275.00	$89.00	$36,935.00	$60.00	$24,900.00	$201.00	$83,415.00
X	28	Subgrade Reconditioning	2320	SY	$10.00	$23,200.00	$10.00	$23,200.00	$36.00	$83,520.00	$7.50	$17,400.00	$13.00	$30,160.00
X	29	Hot Mix Asphalt (Patching)(Asphalt)	207	SY	$118.00	$24,426.00	$85.00	$17,595.00	$41.85	$8,662.95	$53.00	$10,971.00	$151.00	$31,257.00
X	30	Asphalt Pavement (Asphalt)(4 Inch)	209	TON	$180.00	$37,620.00	$210.00	$43,890.00	$245.00	$51,205.00	$165.00	$34,485.00	$227.00	$47,443.00
X	31	Concrete Pavement (7 Inch)(Reinforced)	21	SY	$162.00	$3,402.00	$144.00	$3,024.00	$14.50	$304.50	$173.00	$3,633.00	$240.00	$5,040.00
X	32	Concrete Sidewalk (4 Inches)	3868	SF	$13.00	$50,284.00	$8.50	$32,878.00	$8.39	$32,452.52	$9.40	$36,359.20	$9.00	$34,812.00
X	33	Curb Ramp Type B	622	SF	$25.00	$15,550.00	$25.00	$15,550.00	$21.39	$13,304.58	$37.00	$23,014.00	$17.00	$10,574.00
X	34	Curb Ramp Type D	523	SF	$25.50	$13,336.50	$17.00	$8,891.00	$21.39	$11,186.97	$21.50	$11,244.50	$18.00	$9,414.00
X	35	Sidewalk Drain	2	EA	$500.00	$1,000.00	$1,000.00	$2,000.00	$450.49	$900.98	$3,200.00	$6,400.00	$4,546.00	$9,092.00
X	36	Curb & Gutter Type 2 (Section I-B)	1222	LF	$45.00	$54,990.00	$36.00	$43,992.00	$39.97	$48,843.34	$35.00	$42,770.00	$45.00	$54,990.00
X	37	Standard Curb & Gutter	285	LF	$45.00	$12,825.00	$39.00	$11,115.00	$43.55	$12,411.75	$44.00	$12,540.00	$48.00	$13,680.00

Base Bid					Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Finsterwald Landscaping and Irrigation		Gray Matter Construction		JARCCO Construction 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	38	4' Double Gutter Pan (7 Inch)(Reinforced)	3121	SF	$18.00	$56,178.00	$16.00	$49,936.00	$53.79	$167,878.59	$14.50	$45,254.50	$42.00	$131,082.00
X	39	Sign Panel (Class I)	9	SF	$175.00	$1,575.00	$65.00	$585.00	$75.00	$675.00	$50.00	$450.00	$97.00	$873.00
X	40	Steel Signpost (U-2)	90	LF	$25.00	$2,250.00	$27.00	$2,430.00	$335.00	$30,150.00	$10.00	$900.00	$52.00	$4,680.00
X	41	Construction Staking and Surveying	1	LS	$15,000.00	$15,000.00	$8,500.00	$8,500.00	$20,000.00	$20,000.00	$7,500.00	$7,500.00	$16,068.00	$16,068.00
X	42	Mobilization	1	LS	$39,200.00	$39,200.00	$19,950.15	$19,950.15	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$28,576.00	$28,576.00
X	43	Pavement Marking Paint	4	GAL	$500.00	$2,000.00	$850.00	$3,400.00	$500.00	$2,000.00	$350.00	$1,400.00	$585.00	$2,340.00
X	44	Thermoplastic Pavement Marking (Word-Symbol)	90	SF	$95.00	$8,550.00	$75.00	$6,750.00	$24.25	$2,182.50	$15.00	$1,350.00	$32.00	$2,880.00
X	45	Traffic Control	1	LS	$15,000.00	$15,000.00	$12,000.00	$12,000.00	$11,000.00	$11,000.00	$11,000.00	$11,000.00	$35,071.00	$35,071.00
Total						$496,402.46		$518,703.90		$691,784.27		$532,652.70		$806,108.00

BASE BID (Table 2 of 2)

Base Bid					Pyramid Construction, Inc.		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Clearing and Grubbing	1	LS	$15,900.00	$15,900.00	$13,000.00	$13,000.00
X	2	Remove Tree and Stump, 8-inch Diameter	3	EA	$730.00	$2,190.00	$500.00	$1,500.00
X	3	Remove Tree and Stump, 12-inch Diameter	2	EA	$730.00	$1,460.00	$1,000.00	$2,000.00
X	4	Remove Tree and Stump, 18-inch Diameter	4	EA	$730.00	$2,920.00	$1,500.00	$6,000.00
X	5	Remove Tree and Stump, 36-inch Diameter	2	EA	$1,200.00	$2,400.00	$3,000.00	$6,000.00
X	6	Removal of Sidewalk Drain	46	LF	$30.00	$1,380.00	$10.00	$460.00
X	7	Removal of Sidewalk	4395	SF	$3.25	$14,283.75	$1.50	$6,592.50
X	8	Removal of Curb and Gutter	1051	LF	$10.50	$11,035.50	$10.00	$10,510.00
X	9	Removal of Asphalt Mat	202	SY	$32.50	$6,565.00	$10.00	$2,020.00
X	10	Removal of Concrete Curb Ramp	213	SF	$11.50	$2,449.50	$10.00	$2,130.00
X	11	Unclassified Excavation	675	CY	$26.50	$17,887.50	$57.00	$38,475.00
X	12	Erosion Control	1	LS	$14,400.00	$14,400.00	$2,000.00	$2,000.00
X	13	Turf Sod and Soil Preparations	4625	SF	$2.30	$10,637.50	$1.85	$8,556.25
X	14	Wood Chip Mulch (4" Depth)(At Tree Bases)	3	CY	$250.00	$750.00	$125.00	$375.00
X	15	Imported Planting Soil at 18" Depth	263	CY	$146.00	$38,398.00	$80.00	$21,040.00

Base Bid					Pyramid Construction, Inc.		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	16	Deciduous Shade Tree (2.5")	3	EA	$771.00	$2,313.00	$925.00	$2,775.00
X	17	2" Electric Control Valve	2	EA	$575.00	$1,150.00	$1,000.00	$2,000.00
X	18	1.5" Electric Control Valve	1	EA	$550.00	$550.00	$1,000.00	$1,000.00
X	19	6" Pop-up Spray Head	112	EA	$97.50	$10,920.00	$20.00	$2,240.00
X	20	1" Lateral	1100	LF	$7.20	$7,920.00	$5.00	$5,500.00
X	21	1.25" Lateral	855	LF	$7.80	$6,669.00	$4.00	$3,420.00
X	22	1.5" Lateral	660	LF	$8.40	$5,544.00	$6.00	$3,960.00
X	23	2" Lateral	40	LF	$9.40	$376.00	$10.00	$400.00
X	24	PVC Sleeving - 2"	435	LF	$12.50	$5,437.50	$10.00	$4,350.00
X	25	PVC Sleeving - 4"	48	LF	$25.00	$1,200.00	$25.00	$1,200.00
X	26	Sleeve Bore - 2"	25	LF	$171.00	$4,275.00	$40.00	$1,000.00
X	27	Aggregate Base Course (Class 6)	415	CY	$75.50	$31,332.50	$83.50	$34,652.50
X	28	Subgrade Reconditioning	2320	SY	$3.00	$6,960.00	$3.00	$6,960.00
X	29	Hot Mix Asphalt (Patching)(Asphalt)	207	SY	$66.50	$13,765.50	$89.00	$18,423.00
X	30	Asphalt Pavement (Asphalt)(4 Inch)	209	TON	$140.00	$29,260.00	$240.00	$50,160.00
X	31	Concrete Pavement (7 Inch)(Reinforced)	21	SY	$252.00	$5,292.00	$195.00	$4,095.00

Base Bid					Pyramid Construction, Inc.		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	32	Concrete Sidewalk (4 Inches)	3868	SF	$7.10	$27,462.80	$9.50	$36,746.00
X	33	Curb Ramp Type B	622	SF	$36.50	$22,703.00	$18.00	$11,196.00
X	34	Curb Ramp Type D	523	SF	$35.00	$18,305.00	$18.00	$9,414.00
X	35	Sidewalk Drain	2	EA	$1,400.00	$2,800.00	$970.00	$1,940.00
X	36	Curb & Gutter Type 2 (Section I-B)	1222	LF	$36.50	$44,603.00	$44.00	$53,768.00
X	37	Standard Curb & Gutter	285	LF	$36.00	$10,260.00	$49.00	$13,965.00
X	38	4' Double Gutter Pan (7 Inch)(Reinforced)	3121	SF	$19.00	$59,299.00	$11.00	$34,331.00
X	39	Sign Panel (Class I)	9	SF	$35.00	$315.00	$35.00	$315.00
X	40	Steel Signpost (U-2)	90	LF	$29.00	$2,610.00	$35.40	$3,186.00
X	41	Construction Staking and Surveying	1	LS	$15,200.00	$15,200.00	$12,000.00	$12,000.00
X	42	Mobilization	1	LS	$29,800.00	$29,800.00	$82,325.00	$82,325.00
X	43	Pavement Marking Paint	4	GAL	$160.00	$640.00	$125.00	$500.00
X	44	Thermoplastic Pavement Marking (Word-Symbol)	90	SF	$14.50	$1,305.00	$15.00	$1,350.00
X	45	Traffic Control	1	LS	$31,000.00	$31,000.00	$35,000.00	$35,000.00
Total						$541,924.05		$558,830.25

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Baha Construction, Inc.	Cedar Ridge Landscape, Inc	Finsterwald Landscaping and Irrigation	Gray Matter Construction	JARCCO Construction LLC	Pyramid Construction, Inc.	Tony J Beltramo & Sons, Inc.
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS							
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass
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

Docusign Envelope ID: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

City Clerk's Office Item # M3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 25, 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 $400,000.00 FROM ACCOUNT PROJECT HUAN01 STREET RESURFACING TO ACCOUNT PROJECT HU2506 - ASPHALT IMPRV - VICTORY & VISION; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $336,299.39 TO ROCK M, INC., FOR PROJECT NO. 25-071, ASPHALT IMPROVEMENTS - VICTORY LANE AND VISION LANE, SETTING FORTH $63,700.61 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Rock M, Inc., for Project No. 25-071 Asphalt Improvements - Victory Lane and Vision Lane.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general this project will consist of concrete curb and gutter removal and replacement, installation of concrete double gutter, asphalt removal and milling, excavation, installation of base course and asphalt paving on Victory Lane and Vision Lane. This Resolution awards the construction contract to Rock M, Inc. It also transfers project funds from Account Project HUAN01 - Street Resurfacing into said account.

FINANCIAL IMPLICATIONS:

Funds in the amount of $400,000.00 will be transferred from Account Project HUAN01, Street Resurfacing into Account Project HU2506 - Asphalt Imprv - Victory & Vision.

Funding in the amount of $336,299.39 plus $63,700.61 for contingencies shall be paid from Account Project HU2506.

Docusign Envelope ID: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will prevent the transfer of funds and cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-071 Bid Summary

Docusign Envelope ID: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

RESOLUTION NO. 16092

A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $400,000.00 FROM ACCOUNT PROJECT HUAN01 STREET RESURFACING TO ACCOUNT PROJECT HU2506 - ASPHALT IMPRV - VICTORY & VISION; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $336,299.39 TO ROCK M, INC., FOR PROJECT NO. 25-071, ASPHALT IMPROVEMENTS - VICTORY LANE AND VISION LANE, SETTING FORTH $63,700.61 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 25-071 Asphalt Improvements - Victory Lane and Vision Lane have been received and examined; and,

WHEREAS, the proposal of Rock M, Inc., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 25-071 Asphalt Improvements - Victory Lane and Vision Lane to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of $400,000.00 are hereby transferred from Account Project HUAN01 Street Resurfacing to Account Project HU2506 Asphalt Improvement - Victory & Vision.

SECTION 2.

The City Council authorizes Project No. 25-071 Asphalt Improvements - Victory Lane and Vision Lane to be performed, and the contract for said project is hereby awarded to Rock M, Inc., in the amount of $336,299.39.

SECTION 3.

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

SECTION 4.

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

Contingencies and Additional Work……$63,700.61

SECTION 5.

Docusign Envelope ID: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

Funds for Project No. 25-071, in the amount of $400,000.00 ($336,299.39 + $63,700.61 for contingencies and additional work), shall be from Account Project HU2506, Asphalt Imprv - Victory & Vision.

SECTION 6.

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 7.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 25, 2025

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff 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. 25-071 (HUAN01)

Asphalt Improvements - Victory Lane and Vision Lane

RESPONSE DEADLINE: August 7, 2025 at 10:00 am
Report Generated: Thursday, August 7, 2025

VENDOR TOTALS

Vendor	Base Bid	Add Alternate No. 1	Add Alternate No. 2	Add Alternate No. 3	Total
ROCK M INC	$192,314.94	$72,321.20	$61,663.25	$10,000.00	$336,299.39
Oldcastle SW Group Inc dba United Companies	$272,203.00	$79,285.50	$77,728.50	$9,500.00	$438,717.00
Tony J Beltramo & Sons, Inc.	$297,694.05	$74,440.00	$69,646.05	$70,000.00	$511,780.10

BASE BID - VICTORY LANE REBUILD AND EAST 4TH STREET

			BASE BID - Victory Lane Rebuild and East 4th Street		Oldcastle SW Group Inc dba United Companies		ROCK M INC		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Asphalt Cold Mill Planing +/- 2 inches (East 4th Street)	187	SY	$10.00	$1,870.00	$5.35	$1,000.45	$9.00	$1,683.00
X	2	Remove Asphalt Mat +/- 2 inches (Victory Lane and Parking Lot Area)	1853	SY	$7.00	$12,971.00	$3.13	$5,799.89	$11.00	$20,383.00
X	3	Potholing	40	HOUR	$400.00	$16,000.00	$200.00	$8,000.00	$150.00	$6,000.00
X	4	Remove Curb and Gutter	18	LF	$75.00	$1,350.00	$50.00	$900.00	$20.00	$360.00
X	5	Unclassified Excavation (Complete in Place)	796	SY	$25.00	$19,900.00	$18.84	$14,996.64	$27.00	$21,492.00
X	6	6-inch Standard Curb and Gutter	18	LF	$102.00	$1,836.00	$66.67	$1,200.06	$45.00	$810.00
X	7	7-inch Reinforced Concrete Double Gutter	722	SF	$14.00	$10,108.00	$18.95	$13,681.90	$15.75	$11,371.50
X	8	Aggregate Base Course (Class 6) (12"depth)	955	TON	$54.00	$51,570.00	$20.00	$19,100.00	$50.70	$48,418.50
X	9	Hot Mix Asphalt (Grading S) ((75) PG 64-22 (3-inch)	274	TON	$144.00	$39,456.00	$148.00	$40,552.00	$147.65	$40,456.10
X	10	Hot Mix Asphalt (Grading SX) ((75) PG 64-22 (2-inch)	183	TON	$139.00	$25,437.00	$148.00	$27,084.00	$147.65	$27,019.95
X	11	Install Pavement Markings per City Plan (Inlaid Epoxy 4" White)	10	SF	$5.50	$55.00	$50.00	$500.00	$50.00	$500.00
X	12	Asphalt Patching (3-inch HMA)	500	SF	$5.50	$2,750.00	$5.00	$2,500.00	$6.00	$3,000.00
X	13	Asphalt Patching (3-inch HMA on 8-inch ABC)	500	SF	$14.50	$7,250.00	$5.00	$2,500.00	$7.20	$3,600.00

		BASE BID - Victory Lane Rebuild and East 4th Street			Oldcastle SW Group Inc dba United Companies		ROCK M INC		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	14	Vehicle Towing Allowance	1	EA	$350.00	$350.00	$1,000.00	$1,000.00	$100.00	$100.00
X	15	Erosion and Sediment Control	1	LS	$1,500.00	$1,500.00	$5,500.00	$5,500.00	$3,000.00	$3,000.00
X	16	Traffic Control	1	LS	$49,800.00	$49,800.00	$28,000.00	$28,000.00	$54,500.00	$54,500.00
X	17	Mobilization	1	LS	$30,000.00	$30,000.00	$20,000.00	$20,000.00	$55,000.00	$55,000.00
Total						$272,203.00		$192,314.94		$297,694.05

ADD ALTERNATE NO. 1 - VICTORY LANE PAVING

		ADD ALTERNATE NO. 1 - Victory Lane Paving			Oldcastle SW Group Inc dba United Companies		ROCK M INC		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	18	Remove Asphalt Mat +/- 2 inches	1512	SY	$7.00	$10,584.00	$5.35	$8,089.20	$10.00	$15,120.00
X	19	Install HMA SX PG 64-22 Asphalt Paving	167	TON	$139.00	$23,213.00	$148.00	$24,716.00	$120.00	$20,040.00
X	20	Install HMA S PG 64-22 Asphalt Paving	167	TON	$139.00	$23,213.00	$148.00	$24,716.00	$120.00	$20,040.00
X	21	Install Thermoplastic Markings per City Plans (Railroad Crossing)	106	SF	$16.75	$1,775.50	$50.00	$5,300.00	$40.00	$4,240.00
X	22	Erosion and Sediment Control	1	LS	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$1,000.00	$1,000.00
X	23	Traffic Control	1	LS	$1,000.00	$1,000.00	$2,000.00	$2,000.00	$3,000.00	$3,000.00
X	24	Mobilization	1	LS	$18,500.00	$18,500.00	$6,000.00	$6,000.00	$11,000.00	$11,000.00
Total						$79,285.50		$72,321.20		$74,440.00

ADD ALTERNATE NO. 2 - VISION LANE PAVING

ADD ALTERNATE NO. 2 - Vision Lane Paving					Oldcastle SW Group Inc dba United Companies		ROCK M INC		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	25	Remove Asphalt Mat +/- 2 inches	1235	SY	$7.00	$8,645.00	$5.35	$6,607.25	$12.15	$15,005.25
X	26	Install HMA SX PG 64-22 Asphalt Paving	136	TON	$139.00	$18,904.00	$148.00	$20,128.00	$130.15	$17,700.40
X	27	Install HMA S PG 64-22 Asphalt Paving	136	TON	$139.00	$18,904.00	$148.00	$20,128.00	$130.15	$17,700.40
X	28	Install Thermoplastic Markings per City Plans (Railroad Crossing)	106	SF	$16.75	$1,775.50	$50.00	$5,300.00	$40.00	$4,240.00
X	29	Erosion and Sediment Control	1	LS	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$1,000.00	$1,000.00
X	30	Traffic Control	1	LS	$10,000.00	$10,000.00	$2,000.00	$2,000.00	$3,000.00	$3,000.00
X	31	Mobilization	1	LS	$18,500.00	$18,500.00	$6,000.00	$6,000.00	$11,000.00	$11,000.00
Total						$77,728.50		$61,663.25		$69,646.05

ADD ALTERNATE NO. 3 - NIGHT WORK

ADD ALTERNATE NO. 3 - Night Work					Oldcastle SW Group Inc dba United Companies		ROCK M INC		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	32	Night Construction to Perform Base Bid Work	1	LS	$9,500.00	$9,500.00	$10,000.00	$10,000.00	$70,000.00	$70,000.00
Total						$9,500.00		$10,000.00		$70,000.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Oldcastle SW Group Inc dba United Companies	ROCK M INC	Tony J Beltramo & Sons, Inc.
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: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

City Clerk's Office Item # M4

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 25, 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-25-26) TO THE YMCA OF PUEBLO FOR THE USE OF THE OUTER LANES OF SPAULDING AVENUE (BOTH DIRECTIONS) BETWEEN THE NORTH ENTRANCE OF THE YMCA AND PUEBLO BOULEVARD, OUTER LANES OF PARKER BOULEVARD (BOTH DIRECTIONS) BETWEEN SPAULDING AVENUE AND ITS NORTH/EASTERN TERMINUS FOR THE 5K RUN/WALK CORPORATE CUP EVENT

SUMMARY:

Attached is a draft Revocable Permit (REV-25-26) to the YMCA of Pueblo for the use of Spaulding Avenue to host their Corporate Cup 5K Run/Walk event.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The YMCA of Pueblo has submitted a Revocable Permit application (REV-25-26) for the use of the outer lanes of Spaulding Avenue (both directions) between the north entrance of the YMCA and Pueblo Boulevard, outer lanes of Parker Boulevard (both directions) between Spaulding Avenue and its north/eastern terminus for the 5K Run/Walk Corporate Cup event on September 6, 2025, from 7:00 a.m. to 9:00 a.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

Docusign Envelope ID: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve this Resolution will prevent the applicant from utilizing the right-of-way to host its event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 25-26

Docusign Envelope ID: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

RESOLUTION NO. 16094

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-26) TO THE YMCA OF PUEBLO FOR THE USE OF THE OUTER LANES OF SPAULDING AVENUE (BOTH DIRECTIONS) BETWEEN THE NORTH ENTRANCE OF THE YMCA AND PUEBLO BOULEVARD, OUTER LANES OF PARKER BOULEVARD (BOTH DIRECTIONS) BETWEEN SPAULDING AVENUE AND ITS NORTH/EASTERN TERMINUS FOR THE 5K RUN/WALK CORPORATE CUP EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-26) is authorized to be issued to the YMCA of Pueblo for the use of the outer lanes of Spaulding Avenue (both directions) between the north entrance of the YMCA and Pueblo Boulevard, outer lanes of Parker Boulevard. (both directions) between Spaulding Avenue and its north/eastern terminus for the 5K Run/Walk Corporate Cup event on September 6, 2025, from 7:00 a.m. to 9:00 a.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 (REV-25-26).

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 25, 2025

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
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: **YMCA of Pueblo 3200 E Spaulding Ave 719-543-5151**
2. Permitted Area: **Outer lanes of Spaulding Avenue (both directions) between North Entrance of YMCA and Pueblo Boulevard; Outer lanes of Parker Boulevard (both directions) between Spaulding Avenue and its north-eastern terminus. No affect to any part of W. 31st Street**
3. Purpose of Revocable Permit: **Closure of the permitted area to vehicular traffic to facilitate a 5K run/walk Corporate Cup event.**
4. Commencement Date: **September 6, 2025** Time: **7:00AM**
5. Ending Date: **September 6, 2025** Time: **9:00AM**

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 14th day of August, 20 25.

PERMITTEE:

Organization or Individual: YMCA of Pueblo

By: Dirk Hodge

Title: Community Program Director

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 14th day of August, 20 25 by Dirk Hodge as _____.

My commission expires: _____.

TACY SUZETTE BARRY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234007982
MY COMMISSION EXPIRES 02/28/2027

Tacy Suzette Barry
Notary Public

~~APPROVED this~~ _____ day of _____, 20____.

PUEBLO, a Municipal Corporation

By _____

Heather Graham, Mayor

Docusign Envelope ID: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

City Clerk's Office Item # M5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 25, 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-25-27) TO THE YMCA OF PUEBLO FOR THE USE OF ONE LANE OF SPAULDING AVENUE JUST SOUTH OF THE YMCA ENTRANCE AND THE RIGHT-IN ONLY ROAD OF 31ST STREET FOR THE ONE-MILE CORPORATE CUP RACE

SUMMARY:

Attached is a draft Revocable Permit (REV-25-27) to the YMCA of Pueblo for the use of Spaulding Avenue to host their one-mile Corporate Cup race.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The YMCA of Pueblo has submitted a Revocable Permit application (REV-25-27) for the use of one lane of Spaulding Avenue just south of the YMCA entrance and the right-in only road of 31st Street for the one-mile Corporate Cup race on September 11, 2025, from 5:30 p.m. to 7:30 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

Docusign Envelope ID: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

ALTERNATIVES:

Failure to approve this Resolution will prevent the applicant from utilizing the right-of-way to host its event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 25-27

Docusign Envelope ID: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

RESOLUTION NO. 16094

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-27) TO THE YMCA OF PUEBLO FOR THE USE OF ONE LANE OF SPAULDING AVENUE JUST SOUTH OF THE YMCA ENTRANCE AND THE RIGHT-IN ONLY ROAD OF 31ST STREET FOR THE ONE-MILE CORPORATE CUP RACE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-27) is authorized to be issued to the YMCA of Pueblo for the use of one lane of Spaulding Avenue just south of the YMCA entrance and the right-in only road of 31st Street for the one-mile Corporate Cup race on September 11, 2025, from 5:30 p.m. to 7:30 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 (REV-25-27).

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 25, 2025

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
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: **YMCA of Pueblo 3200 E Spaulding Ave 719-543-5151**
2. Permitted Area: One lane of Spaulding Avenue just south of the YMCA entrance and the right-in only road of 31st St.
3. Purpose of Revocable Permit: **Closure of the permitted area to vehicular traffic to facilitate the one-mile Corporate Cup race**
4. Commencement Date: **September 11, 2025** Time: **5:30PM**
5. Ending Date: **September 11, 2025** Time: **7:30PM**

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 14 day of August, 2025.

PERMITTEE:

Organization or Individual: YMCA of Pueblo - ~~Dirk Hodge~~

By: Dirk Hodge

Title: Community program director

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 14th day of August, 2025 by Dirk Hodge as _____.

My commission expires: _____.

TACY SUZETTE BARRY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234007982
MY COMMISSION EXPIRES 02/28/2027

Tacy Suzette Barry
Notary Public

APPROVED this _____ day of _____, 20____.

PUEBLO, a Municipal Corporation

By _____

Heather Graham, Mayor

Docusign Envelope ID: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 25, 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-25-29) TO ALPINE REMEDIATION, INC., FOR THE USE OF THE PUBLIC RIGHT-OF-WAY IN FRONT OF 2801 N. ELIZABETH STREET IN THE ELIZABETH STREET PARKWAY FOR THE PURPOSE OF INSTALLING TWO NEW 2-INCH MONITORING WELLS

SUMMARY:

Attached is a Revocable Permit to be issued to Alpine Remediation, Inc.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Alpine Remediation, Inc., has submitted a Revocable Permit application (REV-25-29) requesting the use of the public right-of-way in front of 2801 N. Elizabeth Street in the Elizabeth Street Parkway for the purpose of installing two new 2-inch monitoring wells in park. Alpine will use a CME-55 truck to install the monitoring wells to 20 bgs. They will be continuously sampling using a continuous core system. The wells will be constructed with 15-feet of screen, five-feet of riser and a flush mount well cover. Alpine will pothole the locations to six-foot bgs using a water knife before drilling. They will stage the truck on the green space using plywood planks under the truck to reduce the impact. Alpine will restore the site back to the original state when complete, including the area impacted by the truck on the site. They will be starting on August 26, 2025.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

Docusign Envelope ID: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent Alpine Remediation, Inc., from using the public right-of-way in front of 2801 N. Elizabeth Street in the Elizabeth Street Parkway for the purpose of installing two new 2-inch monitoring wells.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 25-29

Docusign Envelope ID: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

RESOLUTION NO. 16095

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-29) TO ALPINE REMEDIATION, INC., FOR THE USE OF THE PUBLIC RIGHT-OF-WAY IN FRONT OF 2801 N. ELIZABETH STREET IN THE ELIZABETH STREET PARKWAY FOR THE PURPOSE OF INSTALLING TWO NEW 2-INCH MONITORING WELLS

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-29) is authorized to be issued to Alpine Remediation, Inc., for the use of the public right-of-way in front of 2801 N. Elizabeth Street in the Elizabeth Street Parkway for the purpose of installing two new 2-inch monitoring wells.

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 25, 2025

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB482...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
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: **Alpine Remediation Inc 14252 W. 44th St unit G Golden, CO 80403 303-253-0676 2801 N Elizabeth St**

2. Permitted Area: **In front of 2801 N. Elizabeth Street in the Elizabeth Street Parkway**

3. Purpose of Revocable Permit: **To install groundwater monitoring wells**

4. Authorized Improvements: **groundwater monitoring wells**

5. Commencement Date: **August 21, 2025**

6. Ending Date: **Indefinite**

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, including the groundwater monitoring wells, as 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, this Permit and applicable law. Permittee expressly acknowledges and shall comply with all obligations it may have under Article 1.5 of Title 9 of the Colorado Revised Statutes, and the City shall have no obligations with respect to notification of the existence of the Improvements with respect to any excavation conducted in or around the Permitted Area or otherwise. Consistent with and in further clarification of paragraph (l), Permittee expressly acknowledges and agrees that City shall have no responsibility or liability for any damage or injuries to the Improvements resulting from any excavation conducted in or around the Permitted Area whether done by the City, its officers, employees, agents or unrelated third party.

(c) Reserved.

(d) Reserved.

(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 the Authorized Structure in amounts not less than $1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an Underground encroachments (with insurance) (3/9/20). 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.

(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 non-use 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 above paragraph (h); or (v) revocation or termination of this Permit by resolution of the City Council of City. 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.

Signed in Pueblo, Colorado this 14 day of August, 2025.

PERMITTEE:

Organization or Individual: Alpine Remediation Inc

By: Tiffany Hurst

Title: Finance Manager

STATE OF COLORADO)
COUNTY OF ~~PUEBLO~~ Jefferson (KH)) SS..

The foregoing instrument was acknowledged before me the 14 day of August, 2025 by Tiffany Hurst as Finance Manager.

My commission expires: 02/27/2029.

KATLYN HANCOCK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204020917
MY COMMISSION EXPIRES 02/27/2029

Notary Public

APPROVED this _____ day of _____, 20____.
PUEBLO, a Municipal Corporation

By _____

Heather Graham, Mayor

Docusign Envelope ID: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

City Clerk's Office Item # M7

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 25, 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 DAN LEONE TO COMPLETE A THREE-YEAR TERM EXPIRING SEPTEMBER 30, 2026, ON THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of Dan Leone to complete a three-year term expiring September 30, 2026, on the Pueblo Memorial Airport Advisory Committee.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to the resignation of Walter Scott Ross, there is one appointment available to complete a three-year term ending 9/30/26 on the Pueblo Memorial Airport Advisory Committee. Mayor Graham interviewed all applicants and selected Mr. Leone.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

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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: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

RESOLUTION NO. 16096

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF DAN LEONE TO COMPLETE A THREE-YEAR TERM EXPIRING SEPTEMBER 30, 2026, ON THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Dan Leone to the Pueblo Memorial Airport Advisory Committee; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Dan Leone to the Pueblo Memorial Airport Advisory Committee to complete a three-year term expiring September 30, 2026, shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: August 25, 2025

BY: Regina Maestri
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

Docusign Envelope ID: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 25, 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 RICHARD RINGLER TO COMPLETE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2025, ON THE PUEBLO HUMAN RELATIONS COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of Richard Ringler to complete a three-year term expiring December 31, 2025, on the Pueblo Human Relations Commission.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

There is one position available on the Human Relations Commission to complete a three-year term expiring December 31, 2025. This position was left vacant when we added members to the newly formed commission.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

Docusign Envelope ID: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

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: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

RESOLUTION NO. 16097

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF RICHARD RINGLER TO COMPLETE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2025, ON THE PUEBLO HUMAN RELATIONS COMMISSION

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Richard Ringler to the Pueblo Human Relations Commission to complete a three-year term expiring December 31, 2025, shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: August 25, 2025

BY: Regina Maestri
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: 7C02EBDFEC3D43C...
CITY CLERK

Docusign Envelope ID: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

City Clerk's Office Item # M9

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 25, 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 JAY FISHER TO COMPLETE A THREE-YEAR TERM EXPIRING NOVEMBER 1, 2027, ON THE PUEBLO STREETSCAPE ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of Jay Fisher to complete a three-year term expiring November 1, 2027, on the Pueblo Streetscape Advisory Committee.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to the resignation of Jacqueline Rutherford and removal of Bill Adams, there are two appointments available to complete a three-year term on the Pueblo Streetscape Advisory Committee. One vacancy expires expiring November 1, 2027, and one expires November 1, 2026.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

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N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

RESOLUTION NO. 16098

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF JAY FISHER TO COMPLETE A THREE-YEAR TERM EXPIRING NOVEMBER 1, 2027, ON THE PUEBLO STREETSCAPE ADVISORY COMMITTEE

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Jay Fisher to the Pueblo Streetscape Advisory Committee to complete a three-year term expiring November 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 25, 2025

BY: Regina Maestri
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: 7C02EBDFEC3D43C...
CITY CLERK

Docusign Envelope ID: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

City Clerk's Office Item # M10

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 25, 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 ADOPTING AND APPROVING THE CITY OF PUEBLO PUBLIC RIGHT-OF-WAY AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN FOR THE CITY OF PUEBLO

SUMMARY:

This Resolution adopts the City of Pueblo Public Right-of-Way ADA Transition Plan.

PREVIOUS COUNCIL ACTION:

City Council adopted and approved the current ADA Transition Plan by Resolution 6975, dated July 27, 1992.

BACKGROUND:

The City of Pueblo (the City) is committed to ensuring accessibility for all residents and visitors, in accordance with the Americans with Disabilities Act (ADA), as amended, and Section 504 of the Rehabilitation Act (Section 504). This Transition Plan outlines the City's strategy to identify and remove barriers and ensure compliance with federal and state accessibility standards. The City's Transition Plan assists with a long-term strategic approach to continue improvements to the accessibility of City facilities, programs, activities, and services. This Transition Plan is a living document subject to frequent changes and updates as new work is completed, regulations change, and engineering and technology enhancements are developed.

FINANCIAL IMPLICATIONS:

Each year, the City upgrades or repairs numerous curb ramps and sidewalks in conjunction with road repair and pavement maintenance projects taking place across the City. Although the cost will vary depending on site conditions, the typical cost to install a curb ramp is approximately $10,000.00 to $12,000.00. The Public Works Department also applies annually for grants to supplement resources available to maximize the

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number of curb ramps being brought into compliance with current accessibility standards, thereby increasing mobility and accessibility for people with disabilities within the city.

BOARD/COMMISSION RECOMMENDATION:

The ADA Advisory Committee reviewed and provided comment on the proposed City of Pueblo Public Right-of-Way ADA Transition Plan.

STAKEHOLDER PROCESS:

The City of Pueblo Public Works Department and the ADA Coordinator meet monthly with the ADA Advisory Committee who provides insight and review of City facilities for ADA compliance.

ALTERNATIVES:

The existing ADA Transition Plan, adopted in 1992, will remain in effect if the Resolution is not approved.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. City of Pueblo ADA ROW Transition Plan - 2025

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RESOLUTION NO. 16099

A RESOLUTION ADOPTING AND APPROVING THE CITY OF PUEBLO PUBLIC RIGHT-OF-WAY AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN FOR THE CITY OF PUEBLO

WHEREAS, the Americans with Disabilities Act of 1990 (ADA) was signed into Law on July 26, 1990; and

WHEREAS, the enclosed City of Pueblo Public Right-of-Way ADA Transition Plan, which designates the ADA coordinator, public grievance procedure, self-evaluation, potential barriers to access, prioritization of barrier removal, barrier removal funding, public engagement & feedback, implementation timeline, monitoring & update, relevant external links, summary of ADA ramp inventory and the English & Spanish versions of ADA compliant forms; NOW, THEREFORE;

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City of Pueblo hereby adopts and approves the attached City of Pueblo Public Right-of-Way ADA Transition Plan.

SECTION 2.

Charles "Chuck" Roy, P.E., Acting Director of Public Works Department is hereby designated as the responsible employee under 28 CFR 35.107 to coordinate the efforts of the City of Pueblo to comply with and carry out its responsibilities under the Americans with Disabilities Act of 1990, and the regulations promulgated thereunder, including any investigation of any complaint communicated to it alleging its noncompliance therewith or alleging any actions that would be prohibited thereby.

Charles "Chuck" Roy, P.E., Acting Director of Public Works Department may designate one or more individuals as the responsible employee(s) under 28 CFR 35.107 and delegate to such person(s) the authority to perform some or all of the functions therein required.

SECTION 3.

Charles "Chuck" Roy, P.E., Acting Director of Public Works Department is hereby authorized and directed to execute any federally required certifications that the City of Pueblo has adopted the enclosed City of Pueblo Public Right-of-Way ADA Transition Plan.

SECTION 4.

This Resolution and the City of Pueblo Public Right-of-Way ADA Transition Plan are hereby approved and adopted and amend and supersede the provisions of the prior Americans with Disabilities Act (ADA) Transition Plan for the City of Pueblo, adopted by Resolution number 6975, which relate to sidewalk and curb ramps and elimination of barriers to pedestrian

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accessibility in public rights-of-way for which the City of Pueblo has operation and maintenance responsibilities.

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon final approval.

INTRODUCED: August 25, 2025

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff B7A4F51823AB402...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

City of Pueblo Public Right-of-Way ADA Transition Plan

Introduction

The City of Pueblo (the City) is committed to ensuring accessibility for all residents and visitors, in accordance with the Americans with Disabilities Act (ADA), as amended, and Section 504 of the Rehabilitation Act (Section 504). This Transition Plan outlines the City's strategy to identify and remove barriers and ensure compliance with federal and state accessibility standards. The City's Transition Plan assists with a long-term strategic approach to continue improvements to the accessibility of City facilities, programs, activities, and services. This Transition Plan is a living document subject to frequent changes and updates as new work is completed, regulations change, and engineering and technology enhancements are developed.

Legal Framework

This plan aligns with:

- **Title II of the ADA**, which mandates public entities eliminate barriers restricting access to facilities, programs, and services.
- **Section 504 of the Rehabilitation Act**, ensuring non-discrimination in federally funded programs.
- **Colorado-specific accessibility regulations**, including standards set by the Colorado Department of Transportation.

The Americans with Disabilities Act (ADA) was enacted on July 26, 1990 and later amended effective January 1, 2009. As written and implemented, the ADA provides comprehensive civil rights protections to persons with disabilities in the areas of employment, state and local government services, access to public accommodations, transportation, and telecommunication. The ADA is a companion civil rights legislation to the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. In order to be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability. An individual with a disability is defined by the ADA as a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who has a history or record of such impairment, or a person who is perceived by others as having such impairment. The ADA, however, does not specifically name all of the impairments that are covered.

In September 2010, the Department of Justice published revisions to both the 2010 Standards for State and Local Government Facilities Title II regulations at 28 CFR 35.151; and the 2004 Americans with Disabilities Act Accessibility Guidelines (ADAAG)

at 36 CFR part 1191. The revision and adoption of these two documents formed the 2010 ADA Standards for Accessible Design, which remains the nationwide standard. On August 8, 2023, the US Access Board published the Final Public Right-of-Way Accessibility Guidelines (PROWAG) in the Federal Register. As a proactive step toward ensuring the accessibility of pedestrian facilities in public rights-of-way, the City of Pueblo, through its Standard Construction Specifications and Standard Details, has already adopted the PROWAG as its accessibility standard.

Title II of the ADA specifically prohibits state and local governments from discriminating against persons with disabilities or from excluding participation in or denying benefits of programs, services, or activities to individuals with disabilities. It is under this title that this transition plan has been prepared. This transition plan is intended to outline the methods by which physical changes will be made to give effect to the non-discrimination policies described in Title II.

Transition Plan: The Americans with Disabilities Act of 1990 requires that all public agencies with more than 50 employees to create and implement a Transition Plan. The purpose of this document is to ensure that the City of Pueblo is compliant with all applicable ADA requirements, and create steps to make all public pedestrian facilities accessible to persons with disabilities wherever feasible.

The City of Pueblo Transition Plan consists of the following elements:

- Transition Plan Development (including ADA coordinator designation, public grievance procedure, Self-Evaluation, Potential Barriers to Access, Prioritization of Barrier Removal, ADA Standards, Specifications, Implementation Standards, Public Engagement)

- Appendix A: Relevant External Links

- Appendix B: Summary of ADA Ramp Inventory

- Appendix C: ADA Compliant Form (English Version)

- Appendix D: ADA Complaint Form (Spanish Version)

Transition Plan Development

To ensure program accessibility for people with disabilities in the community, the City of Pueblo has developed this ADA Transition Plan for Sidewalks and Curb Ramps which identifies barriers that limit pedestrian accessibility in public rights-of-way for which the City of Pueblo has operational and maintenance responsibility. It also addresses the City's strategy to eliminate these barriers, a timeline for implementation, and opportunities for public input to inform the process.

It is important to note that sidewalks and curb ramps located on federal and state highways that are operated and maintained by the Colorado Department of Transportation (CDOT) within the City are not covered under the City's Transition Plan. CDOT's ADA Transition Plan is available online at https://www.codot.gov/business/civilrights/ada/assets/ada-transition-plan_cdot_final.pdf.

ADA Coordinator

The city has designated the ADA Coordinator to facilitate continued implementation of the City's updated Transition Plan. The ADA Coordinator oversees and coordinates the City's efforts as outlined in the Plan to remove structural barriers to access for people with disabilities. The responsibilities of the **ADA Coordinator** include:

- Monitoring compliance with ADA regulations
- Act as a point of contact for accessibility concerns
- Conduct periodic assessments and progress reports
- Serve as a City liaison to the Pueblo and PACOG ADA Advisory Committee
- Coordinate periodic updates to the City's ADA website
- Serve as the subject matter expert to the City on ADA related issues

Charles "Chuck" Roy, P.E. serves as the City's Acting Director of Public Works and is designated as the City's ADA Coordinator. In his role within the Public Works Department, he directly oversees and closely coordinates with City staff members responsible for ensuring that City services, facilities, and infrastructure are accessible to people with disabilities and other interested parties.

Charles "Chuck" Roy, P.E.
ADA Coordinator
719-553-2271
croy@pueblo.us
City of Pueblo ADA Coordinator
211 E. D Street
Pueblo, CO 81003

Questions and concerns from the public regarding accessibility, disability discrimination, and ADA compliance should be directed to the City's ADA Coordinator.

Grievance Procedure

The City of Pueblo has an established procedure for receiving and processing complaints alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City. Complaints should contain information about the alleged discrimination including name, address, phone number of the complainant, and the location, date, time, and description of the problem. Grievances submitted under Title II of the Americans with Disabilities Act (ADA) should be submitted in writing to:

City of Pueblo ADA Coordinator
211 East D Street
Pueblo, CO 81003

Persons desiring to submit a grievance are encouraged to complete and submit the City of Pueblo's ADA Grievance Form, which is available online at https://www.pueblo.us/DocumentCenter/View/21371/ADA-Grievance-Form-2021?bidId=

The City of Pueblo's Grievance Procedure can also be viewed online at https://www.pueblo.us/DocumentCenter/View/36542/ADA-Grievance-Procedure-.

Printed copies of the Grievance Procedure and/or the ADA Grievance Form may be obtained during established business hours at the Public Works Department Office which is located at the address above. **If you are unable to complete the Grievance Form, assistance will be provided at the Public Works Department Office.**

If a grievance involving the ADA has also been filed under an employee union contract or with the Civil Service Commission, the contract or Commission procedures will apply rather than this ADA grievance process.

Self-Evaluation

The City is committed to making public pedestrian facilities, including curb ramps and sidewalks, accessible to all pedestrians, including those with disabilities. The City, in conjunction with Pueblo Area Council of Governments (PACOG) and the ADA Advisory Committee, conducts periodic inventories and assessments of curb ramps and sidewalks using field visits supplemented by remote sensing, aerial photography, and other Geographic Information Systems (GIS) technologies to collect information about the status of these facilities.

This inventory is documented in a GIS database which includes information about the presence or absence of installed curb ramps and sidewalks and information about their condition as well as whether they are compliant with current accessibility standards. The database is updated when conditions change or as projects are completed. Self-evaluation activities are ongoing, and information collected is used to update the database.

It is important to note that missing or non-compliant sidewalk areas beyond the public right-of-way that connect building and facility entrances to public streets and sidewalks shall fall under other ADA guidelines. As such, these are outside the scope of this document, and will be documented and prioritized elsewhere.

New Construction

All new sidewalks and curb ramps constructed within the public right-of-way under the control of the City, including projects funded through the award of state or federal grants as well as privately funded projects, will be installed in compliance with the most current version of City of Pueblo's Standard Construction Specifications and Standard Details, as adopted by City Council. The City's construction standards directly adopt the Architectural and Transportation Barriers Compliance Board's accessibility guidelines for pedestrian facilities in public rights-of-way, more commonly referred to as the PROWAG, governing the design and installation of sidewalks and curb ramps within the City's public rights-of-way. The City's Standard Construction Specifications and Standard Details document can be accessed online at https://www.pueblo.us/475/2023-Construction-Standards.

Existing Sidewalks and Curb Ramps

Existing sidewalks and curb ramps constructed prior to the enactment of the Americans with Disabilities Act (ADA) (or those constructed in accordance with the 1991 accessibility standards while those standards were in effect) are typically allowed to remain as they are unless they undergo alterations or reconstruction. However, when alterations or reconstruction occur, those facilities are required to comply with current accessibility standards. This means that whenever changes are made to existing sidewalks or curb ramps, whether for repairs, renovations, or expansions, they must be updated to meet current minimum standards to ensure equal access for individuals with disabilities. These provisions apply to both public and private projects that affect pedestrian facilities in the public right-of-way.

Sidewalk and Curb Ramp Repair

Public Projects

Each year, the City upgrades or repairs numerous curb ramps and sidewalks in conjunction with road repair and pavement maintenance projects taking place across the City. Although the cost will vary depending on site conditions, the typical cost to install a curb ramp is approximately $10,000 to $12,000. The Public Works Department also applies annually for grants to supplement resources available to maximize the number of curb ramps being brought into compliance with current accessibility standards, thereby increasing mobility and accessibility for people with disabilities within the City.

Property Owner Responsibilities for Public Pedestrian Facilities

Under Section 12-3-28 of the Pueblo Municipal Code, property owners are responsible for maintaining the sidewalk and curb ramp facilities in the right-of-way adjacent to their property. This includes both residential and commercial properties. Upon receipt of a report of damage to a sidewalk or curb ramp within the public right-of-way, the Public Works Department will inspect the site and, if warranted, issue a notice of violation.

Once a notice is issued, property owners are given thirty days to make required repairs. All concrete work performed in the public right-of-way requires the issuance of a concrete permit by the City. Concrete permits may be obtained through the City's online Permitting, Licensing, and Code Enforcement (PLACE) portal at https://www.pueblo.us/place. Applicants may also apply for permits in person at the Public Works Department office located at 211 E. D Street, Pueblo, CO 81003.

Except for owner-occupied residential properties, property owners are required to contract with a concrete contractor who is properly licensed to perform concrete installation work within the City of Pueblo. The Public Works Department will inspect all work in the public right-of-way and accept work that has been installed in accordance with the City's Standard Construction Specifications and Standard Details.

It is important to note that missing or non-compliant sidewalk areas beyond the public right-of-way that connect building and facility entrances to public streets and sidewalks are subject to other ADA guidelines. As such, these are outside the scope of this document.

Potential Barriers to Access

There are a number of infrastructure condition and configuration issues that create potential barriers to access for people with disabilities. Correction of these issues is necessary to ensure that all pedestrian roadway users have the ability to safely utilize public sidewalks and curb ramps.

When assessing pedestrian facilities in the public right-of-way, the list of barriers to access below will guide the assessor in determining whether the facility meets applicable accessibility standards. Not all of these factors will apply to every facility, and there may be other factors not listed that can be considered based upon unique site conditions.

Issue	**Potential Barriers**
Sidewalk and Pathway Clear Width	Pathway too narrow (below guidelines)
Sidewalk and Pathway Cross Slope	Steepness, Irregularity, Variability, Warping
Landings along Sidewalks and Pathways	Less than 5-feet by 5-feet
Sidewalk and Pathway Grade	Steepness, Angle points
Materials and Finishes	Deterioration of surfaces, Deterioration of markings, Appropriateness of materials (e.g. cobblestones)
Gratings	Grating type, Orientation of openings
Discontinuities	Missing Sections, Gaps, Drops, Steps
Detectable Warning System	Missing, Inappropriate materials, Inadequate size, Incorrect location
Obstructions	Landscaping, Signs, Mailboxes, Fire hydrants, Benches, Traffic signal poles, Traffic signal boxes, Drainage structures, Tree grates, Pole mounted objects, Standing water, snow or ice
Curb Ramp	Missing, Misalignment with marked crosswalk, Does not conform to required specifications
Traffic Signal Devices	Missing pedestrian poles, Missing audible crossing button, Incorrect mounting height, Incorrect location of pedestrian pole

Prioritization of Barrier Removal

Because of the large number of curb ramps and sidewalks requiring repair across the City, and limited resources available to address these requirements, repair projects must be prioritized. Factors that will guide decision-making regarding the prioritization of work to repair curb ramps and sidewalks will include, but not be limited to, the following:

- *Safety Hazards:*

Immediate safety risks must be addressed promptly to prevent accidents and ensure the well-being of pedestrians, particularly those with disabilities who may be more vulnerable to hazards.

- *Level of Use:*
  Repairs in areas with high pedestrian traffic ensures that a larger number of individuals benefit from improved accessibility, making it a crucial consideration for maximizing impact.

- *Accessibility Compliance:*
  Ensuring that curb ramps meet ADA accessibility requirements is paramount, as it directly addresses the fundamental goal of providing equal access for individuals with disabilities.

- *Proximity to Essential Services:*
  Access to essential services is critical for the daily lives of individuals with disabilities, making repairs near these facilities a priority to facilitate equal participation in community life.

- *Condition Assessment:*
  Evaluate the condition of existing curb ramps and prioritize repairs for ramps with structural damage or deterioration that impeded accessibility.

- *Long-Term Maintenance:*
  Address underlying issues that may lead to future deterioration or non-compliance, prioritizing repairs that contribute to sustained accessibility over time.

- *Community Feedback:*
  Consider input from individuals with disabilities and community members to identify priority areas for public right-of-way repairs and address specific accessibility concerns.

- *Budget and Resources:*
  Allocate available resources effectively to address high-priority areas while balancing the need for comprehensive accessibility improvements across the community.

- *Compliance Deadlines:*
  Adhere to ADA compliance deadlines and prioritize repairs based on regulatory requirements to avoid penalties and ensure timely accessibility improvements.

Barrier Removal Funding

The City uses several funding programs and sources to support the ADA transition planning process. Accessibility improvements are funded as either stand-alone projects or as a component of other larger projects. Current funding programs and sources include Capital Improvement Projects (General Fund), Facility Maintenance (General Fund), department budgets, enterprise revenues, Community Development Block Grants (CDBG), Competitive Grants (RAISE, SR4S, MMOF), Transit formula grants, and Highway User Tax Fund.

From 2006 through 2024, the City funded over $50 million of ADA right-of-way improvements out of the General Fund. The City has also received over $7.2 million in CBDG funding and competitive grants, which was used for barrier removal in public rights-of-way, facilities and parks. Additionally, the City continues to fund its curb, gutter, and sidewalk improvements through CDBG and general funds. To date, the City has accomplished 4,031 curb ramp improvements of the total inventory of 17,986 curb ramps. This number continues to grow as projects are completed and as development occurs within the City.

Public Engagement & Feedback

As a means to obtain ongoing public input, the City hosts a monthly Pueblo and PACOG ADA Advisory Committee meeting. This meeting is held from 1:00pm - 3:00pm on the first Thursday of each month at the Rawlings Public Library, located at 100 W. Abriendo Ave., Pueblo, CO 81004. Additionally, the public may participate via Internet. The link for the meeting is: https://www.zoomgov.com/j/1618190565 . Please contact the City of Pueblo's ADA Coordinator for the password to join this meeting.

Pueblo and PACOG ADA Advisory Committee

The Committee will serve as an active resource to the City Council, Mayor/City Staff, businesses and residents of the City of Pueblo on issues concerning people with disabilities. The Committee will develop and implement a work plan to:

1. Review City building projects and plans during the planning stages.
2. Review and monitor existing facilities and services for compliance with the Americans with Disabilities Act of 1990 as amended including 2010 standards and adherence to Public Right of Way Guidelines (PROWAG).
3. Provide information and resources to the community about compliance with the Americans with Disabilities Act and other important legislation.
4. Facilitate negotiations of grievances or suggestions from citizens and other entities about access to facilities and services.
5. Identify barriers that hinder citizen participation in all aspects of City life.

6. Recommend to the Mayor and City Council plans for ADA compliance.

Membership on the Committee is limited to 15 appointments. No fewer than 51% of those members must be people with significant disabilities who have access to a network of other people with significant disabilities and may include the parent or guardian of a child or children with disabilities.

1. In order to assure that the Committee represents a broad range of needs, membership may be drawn from, but not limited to the following categories (People who):

a. Are mobility impaired, use manual or motorized wheelchairs.

b. Have significant quadriplegia.

c. Are deaf.

d. Are hearing impaired.

e. Are visually impaired.

f. Are blind.

g. Have a significant mental illness.

h. Experience speech or communication barriers.

i. Have cognitive impairments, including traumatic brain injury.

j. Have a developmental disability.

k. Are extremely sensitive to toxins and electro/magnetic fields

l. Or who face significant barriers performing activities of everyday life.

2. Membership may also include someone with direct, detailed knowledge of ADA accessibility guidelines and requirements or other disability-related legislation.

3. Membership may also include builders, contractors, or people from other professions who are directly involved with implementing ADA standards.

For more information about this Committee please see the City's ADA Advisory Committee webpage: https://www.pueblo.us/153/ADA-Advisory-Committee.

Implementation Timeline

Available City resources are the biggest factor affecting the implementation timeline for this Transition Plan. The City in concert with the ADA Advisory Committee will conduct periodic reassessments to ensure barriers are removed and remain removed.

1. **Assessment Phase (Ongoing):**
   - Conduct thorough self-evaluation of public right-of-way and identify barriers to accessibility.
   - As new inventory is added, review commercial and residential development plans to ensure adherence to ADA requirements.
2. **Planning Phase (Annually):**
   - Review CDBG approved projects and develop plan of action for development of RFPs.
   - Review City's 5-Year ROW Capital Improvement Plan
3. **Implementation Phase (Annually):**
   - Advertise RFPs for annual CDBG and CIP projects.
   - Oversee construction to ensure compliance with ADA requirements.
4. **Evaluation and Maintenance Phase (Annually, or as required):**
   - Conduct reviews of the plan to evaluate progress and make adjustments as needed.
   - Continue educating staff and community members about ADA compliance.

Monitoring & Updates

The Transition Plan will be a **living document**, updated regularly to reflect progress and community needs. An annual review will ensure continuous compliance and responsiveness.

Appendix – A:

Relevant External Links

2025 Standard Construction Specifications and Standard Details

2025 Construction Standards | Pueblo, CO - Official Website

City of Pueblo ADA Webpage

Americans With Disabilities Act | Pueblo, CO - Official Website

City of Pueblo ADA Advisory Committee Webpage

ADA Advisory Committee | Pueblo, CO - Official Website

U.S. Department of Justice Civil Rights Division

The Americans with Disabilities Act | ADA.gov

Rocky Mountain ADA Center

Homepage | Rocky Mountain ADA

Appendix – B:

Summary of ADA Ramp Inventory

	2006			
	2006-027 CITY WIDE CURB RAMPS (CDBG)	# of Corners		# of Ramps
1	13TH & CRAIG - ALL 4 COR'S	4		8
2	13TH & WEST - ALL 4 COR'S	4		8
3	16TH & ADEE - NE, NW, SW	3		6
4	17TH & ADEE - ALL 4 COR'S	4		8
5	7TH & OGDEN - NE, NW, SW	3		6
6	8TH & FOUNTAIN - ALL 4 COR'S	4		8
7	8TH & OGDEN - ALL 4 COR'S	4		8
8	8TH & PORTLAND - NE, NW	2		4
9	8TH & QUEENS - SE	1		2
10	8TH & READING - NE, NW	2		4
11	ABRIENDO & OLNEY - NE	1		1
12	ABRIENDO & ST. LOUIS - NE, SE	2		2
13	ADAMS & GOODNIGHT - SE	1		1
14	CLEVELAND & ORMAN - SW	1		1
15	GOODNIGHT & CLEVELAND - SW	1		1
16	GOODNIGHT & PRAIRIE - SW	1		2
17	HOLLYWOOD & O'NEAL - ALL 4 COR'S	4		8
18	LEHIGH & COLGATE - NE, NW, SW	3		5
		45		83
	2006-027 CITY WIDE CURB RAMP-ADDITIONS (CDBG)	# of Corners		# of Ramps
1	14TH & GREENWOOD - SE	1		2
2	26TH & WEST - NW, SW	2		4
3	4TH & IOLA - SE	1		2
4	6TH & OGDEN - ALL 4 COR'S	4		8
5	HOLLYWOOD & FARABAUGH - SW	1		2
6	KELLY & BEECH - SW	1		1
		10		19
	2006-035 EASTSIDE SIDEWALK (CDBG)	# of Corners		# of Ramps
1	12TH & GLENDALE - SW	1		2
2	12TH & KINGSTON - NE, NW	2		4

3	12TH & LACROSSE - NE, NW	2		4
4	12TH & OGDEN - NW, NE, SE	3		6
		8		16
	2006-038 ADA BESSEMER CURB RAMPS (CDBG)	# of Corners		# of Ramps
1	BAY STATE & PINE - NE, SE	2		3
2	BAY STATE & ROUTT - NE, NW, SE	3		6
3	BAY STATE & SPRUCE - NW	1		2
4	CENTRAL & CEDAR - SE	1		2
5	CENTRAL & CYPRESS - NE, SW, SE	3		3
6	EVANS & BAY STATE - SW	1		1
7	EVANS & JEFFERSON - ALL 4 COR'S	4		8
8	MINNEQUA & PINE - ALL 4 COR'S	4		8
		19		33
	2006-038 ADA BESSEMER CURB RAMP - ADDITION (CDBG)	# of Corners		# of Ramps
1	CENTRAL & PINE - ALL 4 COR'S	4		7
		4		7
	TOTAL FOR 2006 (CDBG)	**86**		**158**
	2006-022 SANTA FE AVE STREETSCAPE (CIF)	# of Corners		# of Ramps
1	5TH & SANTA FE - ALL 4 COR'S	4		8
2	6TH & SANTA FE - ALL 4 COR'S	4		8
		8		16
	2006-025 CROSS PANS (CIF)	# of Corners		# of Ramps
1	23RD & MAIN – NW, NE	2		4
2	27TH & ARLINGTON - NW	1		2
3	ALEXANDER & SARATOGA - NW, NE	2		2
4	BAY STATE & GARWOOD - SW, SE	2		4
5	COMANCHE & BANNOCK BURN - SE, SW	2		4
6	LEHIGH & PUEBLO BLVD - SE	1		2
7	LEXINGTON & YORKTOWN - SW, SE	2		2
8	MAPLEWOOD & ENGLEWOOD - SW, SE	2		4
9	O'NEAL & BEGONIA - SW, SE	2		2
		16		26

	2006 MISC. (CIF)	# of Corners		# of Ramps
1	13TH & LACROSSE - NW, SW	2		2
2	1ST & CENTRAL PLAZA	1		1
3	MINNEQUA PARK BATH HOUSE	1		1
4	NORTHERN & LAKE - NW	1		2
5	PORTLAND & ASH - NW	1		1
		6		7
	TOTAL FOR 2006 (CIF)	**30**		**49**
	GRAND TOTAL FOR 2006 (CDBG) & (CIF)	**116**		**207**
	2007			
	2007-035 EASTWOOD HEIGHTS SIDEWALK-PH 2 (CDBG)	# of Corners		# of Ramps
1	11TH & FEARNOW - NE, SE	2		4
2	10TH & JUAN MADRID - NW	1		1
3	17TH & BEAUMONT - NE	1		1
		4		6
	2007-036 BAND ADA ALL THE WAY CURB RAMPS (CDBG)	# of Corners		# of Ramps
1	MINNEQUA & CEDAR - NE, NW	2		4
2	MINNEQUA & EVANS - NE, SE	2		4
3	MINNEQUA & ROUTT - NW, SW, SE	3		5
4	MINNEQUA & SPRUCE - ALL 4 COR'S	4		8
		11		21
	2007-036 BAND ADA ALL THE WAY CURB RAMP-ADDITION (CDBG)	# of Corners		# of Ramps
1	MINNEQUA & CEDAR - SW, SE	2		4
		2		4
	2007-042 CITY WIDE CURB RAMPS (CDBG)	# of Corners		# of Ramps
1	10TH & GRAND - NE	1		2
2	11TH & ELIZABETH - NW, SW	2		4
3	11TH & NORWOOD - SE	1		2
4	12TH & BEAUMONT - ALL 4 COR'S	4		8
5	12TH & JUAN MADRID - NW, SW	2		2
6	13TH & ADEE - SW	1		2
7	13TH & BEAUMONT - SE	1		2

8	15TH & BEAUMONT - SE	1		2
9	15TH & PORTLAND - NW	1		2
10	17TH & GRAHAM - SW	1		1
11	17TH & HOOPER - NW, SE	2		3
12	1ST & NORWOOD - SW	1		2
13	4TH & AMARILLO - NW	1		1
14	5TH & ELIZABETH - SE	1		1
15	6TH & ELIZABETH - NW	1		2
16	6TH & ERIE - NE	1		2
17	7TH & ELIZABETH - SE	1		2
18	8TH & NORWOOD - SE	1		2
19	8TH & SALEM - NE, NW	2		4
20	9TH & ELIZABETH - NW, SE	2		4
21	ALMA & SPRAGUE - SW, SE	2		4
22	BERKLEY & SMALL - NE, SW, SE	3		5
23	BERKLEY & SUMMIT - ALL 4 COR'S	4		8
24	COLORADO & EVANS - NE, SW	2		4
25	DIVISION & CEDAR - ALL 4 COR'S	4		8
26	ELM & ARROYO - ALL 4 COR'S	4		8
27	ELM & SUMMIT - ALL 4 COR'S	4		8
28	EVANS & LOGAN - NE, NW, SE	3		6
29	JONES & EUCLID - ALL 4 COR'S	4		8
30	LUCAS & BEULAH - S	1		2
31	MADISON & EVANS - ALL 4 CORNERS	4		8
32	MESA & SANTA FE - SW	1		2
33	OLNEY & MAIN - SW, SE	2		4
34	SPRUCE & ILLINOIS - ALL 4 COR'S	4		8
35	SPRUCE & WASHINGTON - SW, SE	2		4
36	SUMMIT & LAKE - NW	1		2
37	SUMMIT & PALMER - ALL 4 COR'S	4		8
38	VETA & BEULAH - SE	1		1
		78		148
	2007-042 CITY WIDE CURB RAMP-ADDITION (CDBG)	# of Corners		# of Ramps
1	6TH & FOUNTAIN - NW	1		2
2	7TH & ERIE - SE	1		2
3	7TH & FOUNTAIN - SW	1		2
4	17TH & HOOD - NW, SW	2		4
5	26TH & 3RD AVE - ALL 4 COR'S	4		8
6	ARROYO & PINE - NW	1		2
7	BRAGDON & SMITH - NE	1		1

8	ROUTT & DIVISION , NW, NE, SW	3		4
9	SANTA FE & GRAND - NW	1		2
10	BRAGDON & SUMMIT - ALL 4 COR'S	4		8
11	JACKSON & SUMMIT - NW, NE	2		4
		21		39
	2007-047 BESSEMER C&G & SIDEWALK (CDBG)	# of Corners		# of Ramps
1	RICE & VAN BUREN - NE, NW, SE	3		6
2	ST CLAIR & VAN BUREN - NW, SW, SE	3		4
		6		10
	TOTAL FOR 2007 (CDBG)	**122**		**228**
	2007-004 CROSS PANS (CIF)	# of Corners		# of Ramps
1	15TH & OGDEN - SW	1		2
2	17TH & BAXTER - NW, SW	2		4
3	28TH & 4TH AVE - NE, NW	2		2
4	2ND & ELIZABETH - NE	1		1
5	8TH & QUEENS - SW	1		2
6	COMANCHE & IROQUOIS - NW, SW	2		2
7	HOLLYWOOD & BROOKFIELD - NE,NW	2		2
8	SPRUCE & LOGAN - SW, SE	2		2
		13		17
	2007 -029 JERRY MURPHY LANDSCAPE (CIF)	# of Corners		# of Ramps
1	JERRY MURPHY & BLUE STEM - SE	1		2
2	JERRY MURPHY & CANDYTUFT - NE	1		2
		2		4
	2007 MISC (CIF)	# of Corners		# of Ramps
1	5TH & GRAND - SE	1		1
		1		1
	TOTAL FOR 2007 (CIF)	**16**		**22**
	GRAND TOTAL FOR 2007 (CDBG) & (CIF)	**138**		**250**
	2008			

	2008-055 BESSEMER CROSS PANS - (CIF)	# of Corners		# of Ramps
1	DIVISION & SPRUCE - NW, SW	2		2
2	DIVISION & PINE - NW, NE	2		4
3	PINE & JONES - SW, SE	2		4
4	LOGAN & ROUTT - NW, SW	2		4
5	CEDAR & LOGAN - NE, SE	2		4
6	BAY STATE & CEDAR - SW, SE	2		4
7	DIVISION & CYPRESS - SW, SE	2		4
8	JONES & SPRUCE - SW	1		1
		15		27
	2008-055 BAND BESSEMER ADA ALL THE WAY CURB RAMPS - (CDBG)	# of Corners		# of Ramps
1	MINNEQUA & CEDAR - SW, SE	2		4
2	LAKE MINNEQUA APARTMENTS ENTRANCE - NW, SW	2		2
3	LAKE & SMITH - NW, SW, SE	3		5
4	LAKE & BAY STATE - NW, NE, SE	3		5
5	LAKE & WINDSOR - NW, NW, SW	3		5
6	LAKE & SPRAGUE - NW, SW	2		4
7	LAKE & DIVISION - NE, SE	2		4
8	LAKE & GRAHAM - NW,SW	2		4
9	LAKE & CENTRAL - NW, NE, SE	3		5
10	CENTRAL & CEDAR - NW	1		1
11	DIVISION & PINE - SE	1		2
12	ABRIENDO & BAYSTATE - NE	1		2
13	CEDAR & BAY STATE - NW, NE	2		2
		27		45
	2008-086 CITY WIDE CURB RAMPS - (CDBG)	# of Corners		# of Ramps
1	19TH & PORTLAND - SW, SE	2		2
2	19TH & QUEENS - NW, SW, SE	3		3
3	4TH & NORWOOD - SW	1		2
4	4TH & READING - NE, SW, NE	3		6
5	4TH & VISION - SW	1		1
6	8TH & MONUMENT - NE, SE	2		4
7	12TH & MONUMENT - NE	1		2
8	12TH & GLENDALE - SE	1		2
9	12TH & JOPLIN - NW, NE	2		4
10	ASH & MONUMENT - NE	1		2
11	CUSTER & FREMONT - NW, NE	2		2
12	9TH & ERIE - NE, SE	2		4

13	9TH & NEILSON - NW	1		1
14	18TH & ADEE - SE	1		2
15	18TH & HOOPER - ALL 4 COR'S	4		8
16	MOUNTVIEW & FAIRMONT - ALL 4 COR'S	4		6
17	27TH & WEST - ALL 4 COR'S	4		8
18	28TH & WEST - ALL 4 COR'S	4		8
19	ACERO & SPRAGUE - SW, SE	2		4
20	BERKLEY & BROADWAY - SE COR	1		2
21	BERKLEY & VERNON - NW,SW	2		4
22	BEULAH & JONES - NW, SW, SE	3		3
23	BEULAH & SPRAGUE - NE, NW	2		4
24	BRAGDON & JONES - ALL 4 COR'S	4		4
25	BRAMBLEWOOD & KINGWOOD - SW, SE	2		3
26	BRAMBLEWOOD & TAYLOR - SE	1		1
27	BROWN & SPRAGUE - NW, SW, SE	3		4
28	CLAREMONT & JONES - ALL 4 COR'S	4		8
29	DEVONSHIRE & FAIRFIELD - NE, SE	2		2
30	DEVONSHIRE & VINEWOOD - SW	1		1
31	SMALL & VAN BUREN - ALL 4 COR'S	4		8
32	RICE & VAN BUREN - SE	1		2
33	JOLIET & SPRUCE - ALL 4 COR'S	4		8
34	ROUTT & WASHINGTON - ALL 4 COR'S	4		6
35	CARLILE & ABRIENDO - NE, SE	2		4
36	HOLLYWOOD & JONES - NW, NE, SW	3		6
37	HOLLYWOOD & WILDWOOD - NW, SW	2		2
38	SANDLEWOOD & PUEBLO BLVD - SE	1		1
39	VETA & POLK - NE	1		2
40	VINEWOOD & BROOKFIELD - NE	1		1
41	SPRUCE & EMERSON - ALL 4 COR'S	4		4
		93		151
	2008-093 POPLAR C&G & SIDEWALK (CDBG)	# of Corners		# of Ramps
1	POPLAR & NEVADA - NW, NE	2		2
		2		2
	2008-094 BESSEMER & EASTSIDE SIDEWALKS (CDBG)	# of Corners		# of Ramps
1	14TH & QUEENS - NE	1		2
2	14TH & READING - NW	1		2
		2		4

	TOTAL FOR 2008 (CDBG)	**139**	**COR'S**	**229**
	2008-021 RAMPS FOR SANITARY SEWER NORTHERN INTERCEPTOR (CIF)	# of Corners		# of Ramps
1	27TH & COURT - SW	1		1
		1		1
	2008-044 CROSSPAN (CIF)	# of Corners		# of Ramps
1	27TH & MORRIS - NW, NE	2		2
2	29TH & MORRIS - NW, NE	2		4
3	31ST & MORRIS - NW, NE	2		2
4	VILLA & COMANCHE - NW, NE	2		2
5	9TH & FOUNTAIN - NE, SE	2		4
6	VALLEY & RANGEVIEW - NE, SE	2		2
7	NUCKOLLS & GAYLORD - NW, NE	2		2
		14		18
	2008 MISC (CIF)	# of Corners		# of Ramps
	29TH & FRANKLIN - NW	1		2
		1		2
	TOTAL FOR 2008 (CIF)	**16**		**21**
	GRAND TOTAL FOR 2008 (CDBG) & (CIF)	**155**		**250**
	2009			
	2009-038 CONCRETE CROSSPAN REPLACEMENT - (CIF)	# of Corners		# of Ramps
1	CEDARWEED & MUIRFIELD - NE, SE	2		3
2	NUCKOLLS & GAYLORD - SW, SE	2		2
3	GAYLORD & ADAMS - SW, SE	2		2
4	1ST & HUDSON - ALL 4 COR'S	4		8
5	24TH & 3RD AVE - NW, NE, SW	3		4
6	24TH & 4TH AVE - NW, NE, SW	3		4
7	STARLITE & SADDLEHORN - NW, SW	2		2
8	LAKEVIEW & BROWN - SE	1		1
		19		26
	2009 MISC (CIF)	# of Corners		# of Ramps

	UNION & C - NW	1		2
	GRAND & UNION - ISLAND	1		3
		2		5
	2009-087 ADA CURB RAMPS - (CDBG)	# of Corners		# of Ramps
1	SUMMIT & CLAREMONT - NW, NE, SE	3		6
2	SUMMIT & JACKSON - SW, SE	2		4
3	SUMMIT & VANBUREN - ALL 4 COR'S	4		8
4	IOWA & ORMAN - ALL 4 COR'S	4		8
5	POPLAR & IOWA - SW	1		1
6	ROUTT & IOWA - SW	1		1
7	ROUTT & NEVADA - ALL 4 COR'S	4		8
8	PUEBLO BLVD & LANCASTER - SW, SE	2		4
9	PUEBLO BLVD & ASTER - SW, SE	2		4
10	DEVONSHIRE & HOLLYWOOD - NE, SE	2		4
11	HOLLYWOOD & BAYSTATE - NE, SE	2		4
12	BAY STATE & GARWOOD - NW, NE	2		4
13	1ST & IOLA - ALL 4 COR'S	4		8
14	5TH & ERIE - ALL 4 COR'S	4		8
15	10TH & READING - ALL 4 COR'S	4		8
16	11TH & OGDEN - NW, NE	2		4
17	12TH & MONUMENT - NW, SW, SE	3		6
18	MICHIGAN & ROUTT - ALL 4 COR'S	4		8
19	12TH & LACROSSE - SW, SE	2		4
20	12TH & READING - SW, SE	2		4
21	BONNYMEDE & JERRY MURPHY - SW, SE	2		4
22	JERRY MURPHY & HORSESHOE - NE, SE	2		3
23	15TH & GRAHAM - NE	1		1
24	17TH & GRAHAM - SE	1		1
25	18TH & GRAHAM - NW	1		1
26	12TH & BAXTER - NE, SE	2		4
27	IVYWOOD & ELMWOOD - NW, NE, SW	3		6
28	24TH & WEST - NW	1		2
		67		128
	2009-088 1000 BLK E. 13TH & E. 14TH SIDEWALK - (CDBG)	# of Corners		# of Ramps
1	13TH & JOPLIN - NW	1		1
2	13TH & IOLA - NE	1		1
3	14TH & JOPLIN - SW	1		1
4	14TH & IOLA - SE	1		1

		4		4
	2009-094 ADA CURB RAMPS & SIDEWALK - (CDBG)	# of Corners		# of Ramps
1	14TH & QUEENS - SE	1		2
2	15TH & READING - NE, SE	2		4
3	14TH & READING - NE, SW, SE	3		6
		6		12
	2009-003 BELMONT SRTS - (CDOT)	# of Corners		# of Ramps
	COMANCHE & ADAIR - NW, NE, SE	3		5
	COMANCHE & MONTEBELL - NW, NE, SW	3		3
	MONTEBELLO & HEATON - SW	1		1
	MONTEBELLO & BELAIRE - SW	1		1
	MONTEBELLO & VILLA - SW	1		1
	BONFORTE & BRIARGATE - NE, SE	2		2
		11		13
	2009-056 HIGHLAND PARK SRTS - (CDOT)	# of Corners		# of Ramps
	IVYWOOD & CARLEE - NW, SW	2		2
	LAKEVIEW & GARWOOD - SW, SLY	2		2
	LAKEVIEW & EDEN - NE, SE	2		3
	LAKEVIEW & MOORE - NW, SW, SE	3		6
	LAKEWOOD & MAPLEWOOD - SW, SE	2		2
		11		15
	TOTAL FOR 2009 (CIF)	**21**		**31**
	TOTAL FOR 2009 (CDBG)	**77**		**144**
	TOTAL FOR 2009 (CDOT)	**22**		**28**
	GRAND TOTAL FOR 2009 (CIF) & (CDBG) & (CDOT)	**120**		**203**
	2010			
	2010-050 CONCRETE CROSSPAN REPLACEMENT - (CIF)	# of Corners		# of Ramps
1	28TH & CHEYENNE - NW, NE	2		2
2	CONSTITUTION AND CONCORD - NW, NE	2		3
3	HOLLYWOOD & FAIRFIELD - NW, SW, SE	3		6
4	MOHAWK & GLENMORE - NE, SE	2		2
5	SOUTH DR & PEAKVIEW - NW, NE	2		2

		11		15
	2010-054 CARTERET STORM SEWER - (CIF)	# of Corners		# of Ramps
	CARTERET & SMITH - SW, SE	2		4
	CARTERET & JONES - SW	1		2
		3		6
	2010-056 PUEBLO BLVD STORM SEWER - (CIF)	# of Corners		# of Ramps
	PUEBLO BLVD & AZALEA - SE, SW	2		4
	PUEBLO BLVD & ASTER - SE, SW	2		4
	FAIRFIELD & ASTER - SE, SW	2		4
		6		12
	2010 MISC (CIF)	# of Corners		# of Ramps
6	8TH & TROY NW COR	1		2
7	TALON & TIERRA BERIENDA - NW, NE, SW	3		4
8	TALON & AQUILA - NW, SW, SE	3		4
9	UNION & RICHMOND - SW	1		1
		8		11
	2010-022 ADA CURB RAMPS 09 PH 2 - (CDBG)	# of Corners		# of Ramps
10	12TH & QUEENS - ALL 4 COR'S	4		8
11	CHESTNUT & SANDS - ALL 4 COR'S	4		4
12	CHESTNUT & SOLAR - ALL 4 COR'S	4		4
13	CLARK & B ST - NW, SW, SE	3		6
14	HIGHLAND & ORMAN - ALL 4 COR'S	4		8
15	JONES & EDEN - NW, NE	2		4
16	14TH & SANTA FE - SW, SE	2		3
17	BAYSTATE & WABASH - ALL 4 COR'S	4		8
18	4TH & QUEENS - ALL 4 COR'S	4		8
19	VAN BUREN & VETA - NW, NE, SE	3		5
		34		58
	2010-052 DEANE LN ST IMP'S - (CDBG)	# of Corners		# of Ramps
20	12TH & DEANE	2		2
21	13TH & DEANE	2		2
		4		4

	2010-085 BESSEMER SIDEWALK & CURB & GUTTER (CDBG)	# of Corners		# of Ramps
22	CEDAR & JONES - ALL 4 CORNERS	4		8
23	CEDAR & LOGAN - NW, SW	2		4
		6		12
	2010-003 NORTHERN AVE STREETSCAPE & TRAIL REPLACEMENT (ARRA)	# of Corners		# of Ramps
24	NORTHERN & VINEWOOD - SW, SE	2		2
25	NORTHERN & CLEMSON - NW, NE, SE	3		4
26	NORTHERN & LEHIGH - NW, NE	2		4
27	NORTHERN & HOLLYWOOD - SW, SE	2		4
		9		14
	TOTAL FOR 2010 (CIF)	**28**		**44**
	TOTAL FOR 2010 (CDBG)	**44**		**74**
	TOTAL FOR 2010 (ARRA)	**9**		**14**
	GRAND TOTAL FOR 2010 (CIF), (CDBG) & (ARRA)	**81**		**132**
	2011			
	2011-019 ADA CURB RAMPS - (CDBG)	# of Corners		# of Ramps
1	ADAMS & MADISON - NW, NE, SW	3		4
2	PRAIRIE & AIRPORT - NE, SE,	2		2
3	MOUNTVIEW & BALTIMORE - ALL 4 COR'S	4		8
4	BALTIMORE & NORTHPARK - NE, SE, SW	3		3
5	BALTIMORE & WINGATE - NE, SE	2		2
6	BALTIMORE & CENTENNIAL ENTRANCE - NW, SW, SE	3		3
7	17TH & BAXTER - NE, SE	2		4
8	17TH & BLAKE - ALL 4 COR'S	4		8
9	24TH & CHEYENNE - NW, NE, SW	3		6
10	CEDAR & MARYLAND - NE, SE	2		4
11	14TH & COURT - NW, NE	2		4
12	17TH & CRAIG - ALL 4 COR'S	4		8
13	27TH & DENVER - NW, SW	2		3
14	RED CREEK SPRINGS & CHESTNUT - NW, NE	2		2
15	DRIFTWOOD & WILDWOOD - ALL 4 COR'S	4		4
16	MOUNTVIEW & CHEYENNE - NW	1		1
17	17TH & CONLEY - ALL 4 COR'S	4		8
18	JONES & GARWOOD - NW, NE	2		2
19	12TH & PARK - NW	1		1

20	14TH & PARK - NE, SW	2		2
21	13TH & OAK - ALL 4 COR'S	4		4
22	5TH & JOPLIN - ALL 4 COR'S	4		8
23	6TH & JOPLIN - ALL 4 COR'S	4		8
24	7TH & JOPLIN - ALL 4 COR'S	4		8
25	11TH & SANTA FE - NW, NE, SW	3		6
26	12TH & SANTA FE - ALL 4 COR'S	4		8
27	13TH & SANTA FE - NW, SW	2		4
28	13TH & MAIN - NW, SW, SE	3		6
29	15TH & MAIN - SW, SE	2		4
30	7TH & NORWOOD - ALL 4 COR'S	4		8
31	HOLLYWOOD & FAIRFIELD - NE	1		2
32	IOWA & PINE - NW	1		2
33	MESA & BRAGDON - NE, SW, SE	3		6
34	MESA & PALMER - NW	1		2
35	MESA & TAYLOR - NW, SW	2		3
36	BALTIMORE & SHALIMAR - NE, SE	2		2
		96		160
	2011-019 ADA CURB RAMP ADDITIONS - (CDBG)	# of Corners		# of Ramps
37	DAMSON & PORTLAND - NW,SW	2		2
38	EVERGREEN & NORWOOD - NE	1		1
39	EVERGREEN & OGDEN - ALL 4 COR'S	4		8
40	EVERGREEN & PORTLAND - NW, SW	2		2
41	PORTLAND & FIR - NW, SW	2		2
42	OGDEN & FIR - ALL 4 COR'S	4		8
43	KINGSTON & BEECH - NE, SE	2		4
44	4TH & ALBANY - ALL 4 COR'S	4		6
45	5TH & ALBANY - NW, NE, SW	3		4
46	6TH & ALBANY - ALL 4 COR'S	4		8
47	11TH & ALBANY - SW	1		2
48	B ST & PLUM - SW, SE	2		2
49	B ST & SPRING - ALL 4 COR'S	4		8
50	B ST & PALM - ALL 4 COR'S	4		8
51	B ST & RUSH - NW, NE	2		2
52	DANFORTH & BERKLEY - ALL 4 COR'S	4		8
53	DANFORTH & CLAREMONT - ALL 4 COR'S	4		8
54	DANFORTH & PALMER - ALL 4 COR'S	4		8
		53		91

	2011-028 25 BLK E 8TH ST - (CDBG)	# of Corners		# of Ramps
55	8TH & AMARILLO - NW, SW	2		2
		2		2
	2011-040 STATE HWY 78 TRAIL REPLACEMENT - (CIF)	# of Corners		# of Ramps
56	HWY 78 & KINGSROYAL - SW	1		1
57	HWY 78 & SURFWOOD - SW, SE	2		2
58	WY 78 & LAVISTA - SW, SE	2		2
59	HWY 78 & ENCINO - SW, SE	2		2
60	HWY 78 & WALMART - SW	1		1
61	HWY 78 & RONCOLLI	1		1
		9		9
	2011-053 EASTSIDE NEIGHBORHOOD ADA CURB RAMPS & SIDEWALK - (CDBG)	# of Corners		# of Ramps
62	2ND & IOLA - NW, NE, SW	3		6
63	DAMSON & IOLA - SW, SE	2		2
64	RIVER & JOPLIN - NE	1		2
65	ASH & JOPLIN - SW, SE	2		4
66	ASH & KINGSTON - SW	1		1
67	BEECH & JOPLIN - SE	1		2
68	BEECH & KINGSTON - NW, SW	2		4
69	7TH & SALEM - ALL 4 COR'S	4		8
70	7TH & READING - NE, SE	2		2
		18		31
	2011-058 UNIVERSITY PARK PLAYGROUND - (CIF)	# of Corners		# of Ramps
71	IRONWEED & CEDARWEED - SE	1		1
		1		1
	2011-071 ADA CURB RAMPS PHASE 2 - (CDBG)	# of Corners		# of Ramps
72	JACKSON & RICE - ALL 4 COR'S	4		8
73	NORTHERN & CAMBRIDGE - NE	1		2
74	NORTHERN & MOORE - SE	1		2
75	CURRIE & FAIRWOOD - ALL 4 COR'S	4		8
		10		20
	2011-072 BAND SIDEWALK & CURB RAMPS - (CDBG)	# of Corners		# of Ramps
76	ARROYO & CLAREMONT - ALL 4 COR'S	4		8

77	ARROYO & PALMER - ALL 4 COR'S	4		8
78	MESA & CARTERET - ALL 4 COR'S	4		8
79	MESA & CLAREMONT - ALL 4 COR'S	4		8
80	MESA & CYPRESS - ALL 4 COR'S	4		8
81	MESA & JACKSON - ALL 4 COR'S	4		8
82	MESA & LAKE - ALL 4 COR'S	4		8
83	MESA & STONE - NW, NE, SE	3		4
84	SUMMIT & CARTERET - ALL 4 COR'S	4		8
85	SUMMIT & BOX ELDER - ALL 4 COR'S	4		8
		39		76
	2011-074 BROADWAY ABRIENDO IMPROVEMENT - (CDBG)	# of Corners		# of Ramps
86	BROADWAY & ABRIENDO - SW, SE, & ISLAND	3		5
		3		5
	2011-079 CITY PARK SHELTERS - (CIF)	# of Corners		# of Ramps
87	CITY PARK	1		1
		1		1
	2011 MISC (CIF)	# of Corners		# of Ramps
88	4TH & HUDSON - NW COR	1		2
89	BALTIMORE & KACHINA - NW	1		2
90	MASSARI & BRIARGATE - NE	1		1
91	MASSARI & MACNEIL - SE	1		1
92	NORMANDY & TARTON - SE	1		1
93	OAKLAND & IOWA - SW	1		2
		6		9
	TOTAL FOR 2011 (CIF)	**17**		**20**
	TOTAL FOR 2011 (CDBG)	**221**		**385**
	GRAND TOTAL FOR 2011 (CIF) & (CDBG)	**238**		**405**
	2012			
	2012-062 ADA CURB RAMPS - (CDBG)-PH 1	# of Corners		# of Ramps
1	9TH & ELIZABETH - NE, SW	2		4
2	9TH & WEST - ALL 4 COR'S	4		8
3	9TH & GREENWOOD - ALL 4 COR'S	4		8

4	9TH & MAIN -NW, SE	2		3
5	9TH & SANTA FE - NE, SW, SE	3		6
6	10TH & MAIN - SW	1		2
7	15TH & COURT - ALL 4 COR'S	4		8
8	15TH & SANTA FE - SW, SE	2		2
9	CARTERET & NORTHERN - ALL 4 COR'S	4		8
10	CARTERET & DANFORTH - ALL 4 COR'S	4		8
11	CARTERET & CORWIN - ALL 4 COR'S	4		8
12	CARTERET & SPRAGUE - ALL 4 COR'S	4		8
13	CARTERET & WINDSOR - ALL 4 COR'S	4		8
14	CARTERET & SMITH - NW, NE	2		4
15	CARTERET & JONES - NW, NE	2		4
16	CARTERET & LAKEVIEW - ALL 4 COR'S	4		6
17	CARTERET & ARROYO - ALL 4 COR'S	4		8
18	CLAREMONT & WINDSOR - ALL 4 COR'S	4		8
		58		111
	12-019 LAKE MINNEQUA PARK AND OPEN SPACE IMPROVEMENTS PHASE 2	# of Corners		# of Ramps
	LAKE MINNEQUA PARK WEST PARKING LOT - MIDDLE WEST SIDE	1		3
	LAKE MINNEQUA PARK WEST PARKING LOT - SE CORNER	2		2
	RENO AVE AND GRETNA AVE - NE	1		1
	MIRROR AVE AND W PUEBLO AVE - NE	1		1
	2012-062 ADA CURB RAMPS - (CDBG)-PH 3	# of Corners		# of Ramps
19	OGDEN & GRENADILLO - NW, SW	2		3
20	OGDEN & PORTLAND - NW,NE	2		2
21	OGDEN & DAMSON - SW, SE	2		2
22	KINGSTON & CATALPA - ALL 4 COR'S	4		8
23	KINGSTON & DAMSON - NW, NE, SW	3		3
24	ALBANY & 7TH - SW, SE	2		3
25	ALBANY & 8TH - ALL 4 COR'S	4		8
26	ALBANY & 9TH - NW, SW, SE	3		6
27	6TH & MIDTOWN - NE, SE	2		4
28	8TH & MIDTOWN - NE, SE	2		3
		26		42
	2012-076 ADA CURB RAMPS - (CDBG)-PH 2	# of Corners		# of Ramps
29	1ST & GLENDALE - NW, NE, SW	3		6

30	5TH & GLENDALE - ALL 4 COR'S	4		8
31	6TH & MONUMENT - NW, NE, SE	3		5
32	7TH & MONUMENT - ALL 4 COR'S	4		8
33	13TH & READING - ALL 4 COR'S	4		8
34	13TH & MAIN - NE	1		2
35	BRAGDON & SMALL - ALL 4 COR'S	4		8
36	CYPRESS & JONES - ALL 4 COR'S	4		8
37	EVANS & LOGAN - SW	1		2
38	EVANS & NEVADA - ALL 4 COR'S	4		8
39	MESA & EUCLID - ALL 4 COR'S	4		8
40	IOLA & RIVER - ALL 4 COR'S	4		8
41	VAN BUREN & JONES - ALL 4 COR'S	4		8
42	EVANS & JULIET - ALL 4 COR'S	4		8
		48		95
	2012-041 29TH & HIGH & CAISSONS - (CIF)	# of Corners		# of Ramps
43	29TH & HIGH - ALL 4 COR'S	4		8
		4		8
	2012-061 CONCRETE CROSSPAN REPLACEMENT - (CIF)	# of Corners		# of Ramps
44	28TH & 6TH AVE - NW, NE	2		4
45	28TH & FRANKLIN - ALL 4 COR'S	4		8
46	LAVETA & SAN ISABEL - NW, SW	2		4
47	LAVETA & SKYVIEW - NE, SE	2		4
48	AZALEA & EASY - NW, SW, SE	3		5
49	AZALEA & BEGONIA - NW, SW	2		4
50	ENCINO & ENCINO CUL-DE-SAC - NW, SW	2		4
		17		33
	2012-071 STREET OVERLAY - (CIF)	# of Corners		# of Ramps
51	WALKING STICK & AGUSTA - NW,SW	2		2
52	WALKING STICK & DORAL - NW, SW	2		2
		4		4
	2012-080 PUEBLO BLVD SIDEWALKS - (CIF)	# of Corners		# of Ramps
53	PUEBLO BLVD & SURFWOOD - ALL 4 COR'S	4		8
		4		8

	2012 MISC - (CIF)	# of Corners		# of Ramps
54	4TH & UTICA - NW, NE	2		3
55	LAKE & ELKO - NW	1		2
53	PUEBLO BLVD & LEHIGH - SW	1		2
		4		7
	TOTAL FOR 2012 (CIF)	**33**		**60**
	TOTAL FOR 2012 (CDBG)	**132**		**248**
	GRAND TOTAL FOR 2012 (CIF) & (CDBG)	**165**		**308**
	2013			
	2013-089 BAND ADA - (CDBG)	# of Corners		# of Ramps
1	BRAGDON & DANFORTH - SW	1		2
2	BRAGDON & CORWIN - NW	1		2
3	ABRIENDO & LOGAN - ALL 4 COR'S	4		8
4	ROUTT & LOGAN - NE, SE	2		4
5	JONES & STONE - SW, SE	2		4
6	JONES & WABASH - SW, SE	2		4
7	LAKEVIEW & WABASH - NW,NE	2		4
8	LAKEVIEW & STONE - NW	1		2
9	LAKEVIEW & CYPRESS - NW	1		1
		16		31
	2013-023 PLAZA VERDE PARK- (CIF)	# of Corners		# of Ramps
10	ASH & GLENDALE - SW	1		1
		1		1
	2013-078 ADA CURB RAMPS & C&G REPLACEMENT- (CIF)	# of Corners		# of Ramps
11	28TH & HIGH - ALL 4 COR'S	4		8
		4		8
	2013 MISC - (CIF)	# of Corners		# of Ramps
12	LAKE & INDIANA - NE, SW, SE	3		4
13	LAKE & AQUA - NE, SW, SE	3		4
14	LAKE & LAKESHORE - NW,SW	2		2
15	LAKE & HIGHLAND - ALL 4 COR'S	4		8
16	LAKE & NEVADA - ALL 4 COR'S	4		8

17	LAKE & JOLIET - ALL 4 COR'S	4		8
18	LAKE & IOWA - ALL 4 COR'S	4		8
19	MAIN & ALAN HAMEL (GRAND) - NW	1		2
20	18TH & ATLANTA - NW, NE	2		2
21	STONE & BAYSTATE - SE COR	1		2
		28		48
	TOTAL FOR 2013 (CIF)	**33**		**57**
	TOTAL FOR 2013 (CDBG)	**16**		**31**
	GRAND TOTAL FOR 2013 (CIF) & (CDBG)	**49**		**88**
	2014			
	2014-002 ADA CURB RAMPS - (CDBG)	# of Corners		# of Ramps
1	NORTHERN & PRAIRIE- NE, SW, SE	3		8
2	NORTHERN & GAYLORD-NW, NE	2		2
3	NORTHERN & ACERO-NW, NE	2		2
4	NORTHERN & BROWN-NW, NE	2		2
5	NORTHERN & EUCLID-NW, NE	2		2
6	NORTHERN & BEULAH-ALL 4 COR'S	4		8
7	NORTHERN & VAN BUREN-ALL 4 COR'S	4		6
8	NORTHERN & JACKSON-ALL 4 COR'S	4		8
9	NORTHERN & BRAGDON-ALL 4 COR'S	4		8
10	NORTHERN & PALMER-ALL 4 COR'S	4		8
11	NORTHERN & CLAREMONT	4		8
12	NORTHERN & BERKLEY-SW, SE	2		8
13	NORTHERN & WABASH-SW, SE	2		4
14	NORTHERN & STONE-ALL 6 COR'S	6		9
15	NORTHERN & CYPRESS-NE, SW, SE	3		6
16	NORTHERN & ORMAN-ALL 4 COR'S	4		7
		52		96
	2014-069 ADA CURB RAMPS - (CDBG)	# of Corners		# of Ramps
17	NORTHERN & LAKE-ALL 4 CORNERS	4		8
18	MESA & BEULAH-ALL 4 COR'S	4		8
19	WABASH & JONES-ALL 4 COR'S	4		8
20	OAKLAND & IOWA-NW, NE, SE	3		6
21	ARROYO & STONE-NW, NE, SE	3		5
22	26TH & DENVER-ALL 4 COR'S	4		8

23	JONES & BERKLEY-ALL 4 COR'S	4		8
		26		51
	2014-035 EAGLERIDGE BLVD RAMPS - C & G & S/W	# of Corners		# of Ramps
24	EAGLERIDGE & OUTLOOK-NE, SW, SE	3		6
25	EAGLERIDGE & PIONEER-NW, NE, SE	3		6
		6		12
	2014-050 GRAND-ALAN HAMEL STREETSCAPE	# of Corners		# of Ramps
26	UNION & ALAN HAMEL-SW, SE	2		4
27	MAIN & ALAN HAMEL-NE	1		2
		3		6
	2014-051 & 052 EL CENTRO DEL QUINTO DEL SOL PARK	# of Corners		# of Ramps
28	6TH & ERIE- NW, NE, SW	3		4
29	7TH & ERIE-SE COR	1		1
		4		5
	2014 SOUTH PRARIE AVE REHAB	# of Corners		# of Ramps
30	PRARIE & COLLINS-NW, NE,SW	3		4
31	PRARIE & ADAMS-NE, SW, SE	3		4
32	PRARIE & NUCKOLLS- ALL 4 COR'S	4		8
33	PRARIE & THATCHER-NW	1		2
34	PRARIE & LUCAS-ALL 4 COR'S	4		8
		15		26
	2014 PUEBLO COUNTY JUDICIAL BUILDING	# of Corners		# of Ramps
35	4TH & WEST-ALL 4 COR'S	4		8
36	4TH & ELIZABETH -NW	1		11
37	5TH & ELIZABETH-ALL 4 COR'S	4		8
38	6TH & WEST-ALL 4 COR'S	4		8
39	6TH & ELIZABETH-ALL 4 COR'S	4		8
		17		43
	2014 MISC	# of Corners		# of Ramps
40	7TH & ERIE-NE COR	1		1
41	11TH & LACROSSE-SW COR	1		2
42	SOVEREIGN & PUEBLO BLVD WAY-SW COR	1		2

		3		5
	TOTAL FOR 2013 (CIF)	**48**		**97**
	TOTAL FOR 2013 (CDBG)	**78**		**147**
	GRAND TOTAL FOR 2014 (CIF) & (CDBG)	**126**		**244**
	2015			
	2015-002 ADA CURB RAMPS - (CDBG)	# of Corners		# of Ramps
	MOVED TO 2016-012			
1		0		0
		0		0
	2015-018 ALAN HAMEL / GRAND AVE STREETSCAPE - (CIF)	# of Corners		# of Ramps
2	ALAN HAMEL & UNION-E, S	2		4
3	ALAN HAMEL & MAIN-W	1		2
		3		6
	2015-023 CORWIN SRTS - (CIF)	# of Corners		# of Ramps
4	LAKEVIEW & PALMER-NW, NE, SE	3		4
5	LAKEVIEW & CLAREMONT-NW, NE, SW	3		4
6	LAKEVIEW & BRAGDON-NW, NE	2		3
		8		11
	2015-026 3RD & MAIN - (CIF)	# of Corners		# of Ramps
7	3RD & MAIN-ALL 4 COR'S	4		8
		4		8
	2015-038 CLUB MANOR DR CURB RAMPS - (CIF)	# of Corners		# of Ramps
8	CLUB MANOR & FORTINO-ALL 4 COR'S	4		6
9	CLUB MANOR & CRANE RIDGE	1		1
10	OAKSHIRE & UTICA-NE, SW, SE	3		4
11	OAKSHIRE & CHELTON-NW, NE,SW	3		4
12	OAKSHIRE & CALDERWOOD-ALL 4 COR'S	4		6
13	OAKSHIRE & BONADELL-NW,SW,SE	3		4
14	OAKSHIRE & 20TH-NW, NE	2		4
15	OAKSHIERE & BEAUMONT-SW, SE	2		3
		22		32

	2015-041 LAKE AVE STREET OVERLAY RAMPS - (CIF)	# of Corners		# of Ramps
16	LAKE & DANFORTH-NW	1		2
		1		2
	TOTAL FOR 2015 (CIF)	**38**		**59**
	TOTAL FOR 2015 (CDBG)	**0**		**0**
	GRAND TOTAL FOR 2015 (CIF) & (CDBG)	**38**		**59**
	2016			
	2016-012 ADA CURB RAMPS - (CDBG)	# of Corners		# of Ramps
1	17TH & BLAKE-NW, SW	2		4
2	26TH & 2ND AVE-ALL 4 COR'S	4		8
3	13TH & QUEENS-ALL 4 COR'S	4		8
4	8TH & QUEENS-NW, NE	2		4
5	8TH & READING-SW, SE	2		4
6	2ND & PORTLAND-ALL 4 COR'S	4		8
7	VERNON & CLAREMONT-NE, SW, SE	3		4
8	PALMER & SMALL-ALL 4 COR'S	4		8
9	10TH & PORTLAND-ALL 4 COR'S	4		8
10	9TH & PORTLAND-ALL 4 COR'S	4		8
11	BROADWAY & EVANS-ALL 4 COR'S	4		8
12	LAMAR & JEWEL-SW, SE	2		4
13	LAMAR - BTWN KING & JEWEL-W, E	2		2
14	18TH & MONUMENT-ALL 4 COR'S	4		4
15	19TH & MONUMENT-ALL 4 COR'S	4		8
16	18TH & CONLEY=ALL 4 COR'S	4		7
17	19TH & MONTEZUMA-NW, SW	1		1
18	LAMAR & MIDWAY - NW, NE	2		4
		56		102
	2016-023 I-25 & CITY CENTER DR - (CIF)	# of Corners		# of Ramps
19	BRADFORD & CITY CENTER DR-NE, NW	2		3
20	KELLY & CITY CENTER DR-SW	1		1
21	CITY CENTER DR & I-25 N ON RAMP-NW, NE	2		2
22	CITY CENTER DR & I-25 N OFF RAMP-SW, SE	2		4
23	CITY CENTER DR & I-25 S OFF RAMP-NW, NE	2		2
24	TROY & OAKSHIRE-ALL 4 COR'S	4		8

		13		20
	2016-032 ASPHALT STREET OVERLAY - (CIF)	# of Corners		# of Ramps
25	17TH & ELIZABETH-SW	1		2
		1		2
	2016-050 CROSSPAN REPLACEMENT (CIF)	# of Corners		# of Ramps
27	TAYLOR & O'NEAL-SW, SE	2		4
28	DALIA & GLAD-NE, SE	2		2
29	ARROYO & BRAGDON-NW, SW	2		4
30	PIONEER & OUTLOOK-NW, NE, SE	3		8
		9		18
	2016 MISC (CIF)	# of Corners		# of Ramps
31	ALEXANDER & YORKTOWN-NW, NE	1		2
		1		2
	TOTAL FOR 2016 (CIF)	**24**		**42**
	TOTAL FOR 2016 (CDBG)	**56**		**102**
	GRAND TOTAL FOR 2016 (CIF) & (CDBG)	**80**		**144**
	2017			
	2017-068 ADA CURB RAMPS - (CDBG)	# of Corners		# of Ramps
1	11TH & PORTLAND - ALL 4 COR'S	4		8
2	PRAIRIE & WHEATRIDGE - NW, SW	2		3
3	PRAIRIE & TUCCI - ALL 4 COR'S	4		4
4	PRAIRIE & O'NEAL - ALL 4 COR'S	4		8
5	PRAIRIE BTWN O'NEAL & HOLMES - W, E	2		2
6	PRAIRIE & HOLMES - NE, SE	2		2
7	PRAIRIE & ASTER - NW, SW, NE	3		4
8	BERKLEY & CORWIN - ALL 4 COR'S	4		8
9	JACKSON & PITKIN - N, E	2		4
10	JACKSON & ROUTT - ALL 4 COR'S	4		8
11	JACKSON & EVANS - E, W, S	3		6
12	ABRIENDO & JEWEL - N, E	2		3
13	ABRIENDO & JACKSON - ISLAND	1		2
14	ABRIENDO & JACKSON - W, S	2		4

15	ABRIENDO & QUINCY - E, W, S	3		5
16	MESA & VAN BUREN - ALL 4 COR'S	4		8
17	LAMAR & KING - SW	1		1
18	LAMAR & MIDWAY - SE, NE	2		2
19	COLORADO & ORMAN - ALL 4 COR'S	4		8
20	COLORADO & GRANT - N, S, E	3		6
21	COLORADO & ROUTT - W, N, E	3		6
22	COLORADO & EVANS - N, S	2		4
23	COLORADO & PITKIN - ALL 4 COR'S	4		8
		65		114
	2017-021 Northern Ave Streetscape Phase 2 - (CDOT)	# of Corners		# of Ramps
24	NORTHERN & VASSAR - NW, NE, S	3		4
25	NORTHERN & WEDGWOOD - SW, SE	2		2
26	NORTHERN & CAMBRIDGE - NW	1		2
		6		8
	2017-059 Santa Fe Streetscape Ph 2 - (CDOT)	# of Corners		# of Ramps
27	SANTA FE & 7TH - ALL 4 COR'S	4		8
		4		8
	2017 MISC (CIF)	# of Corners		# of Ramps
28	14TH & GREENWOOD - NE, NW, SW	3		6
29	14TH & GRAND - ALL 4 COR'S	4		8
30	15TH & GREENWOOD - ALL 4 COR'S	4		8
31	15TH & GRAND - ALL 4 COR'S	4		8
		15		30
	2017 MISC (PRIVATE)	# of Corners		# of Ramps
32	WILLS & OUTLOOK - N	1		2
33	29TH & WEST - SW	1		1
		2		3
	TOTAL FOR 2017 (CDBG)	**65**		**114**
	TOTAL FOR 2017 (CDOT)	**10**		**16**
	TOTAL FOR 2017 (CIF)	**15**		**30**
	TOTAL FOR 2017 (PRIVATE)	**2**		**3**
	GRAND TOTAL FOR 2017 (CDBG, CDOT, CIF & PRIVATE)	**92**		**163**

	2018			
	2018-036 ADA CURB RAMPS PHASE 1 - (CDBG)	# of Corners		# of Ramps
1	BROADWAY & ROUTT - ALL 4 COR'S	4		8
2	BROADWAY & PITKIN - E, W, S	3		6
3	BROADWAY & GRANT - W, E	2		4
4	BROADWAY & ORMAN - ALL 4 COR'S	4		8
5	BROADWAY & ADAMS - ALL 4 COR'S	4		8
		17		34
	2018-073 ADA CURB RAMPS PHASE 2 - (CDBG)	# of Corners		# of Ramps
6	10TH & GREENWOOD - ALL 4 COR'S	4		8
7	11TH & GREENWOOD - ALL 4 COR'S	4		8
8	12TH & GREENWOOD - ALL 4 COR'S	4		8
9	13TH & GREENWOOD - NE, NW, SE	3		8
10	BERKLEY & LAKEVIEW - ALL 4 COR'S	4		6
11	BERKLEY & SMITH - ALL 4 COR'S	4		8
12	BERKLEY & WINDSOR - SW, SE	4		8
		27		54
	2018-101 EL CENTRO DEL QUINTO SOL BASKETBALL COURTS - (CDBG)	# of Corners		# of Ramps
13	EL CENTRO DEL QUINTO SOL BASKETBALL COURTS PARK RAMP	1		1
	2018-103 SANTA FE AVE & MESA AVE STREETSCAPE - (CDBG)	# of Corners		# of Ramps
14	SANTA FE & MESA AVE - ALL 4 COR'S	4		8
	2018i - 027 CONCRETE CURB & WALK AT DONLEY PARK - (CIF)	# of Corners		# of Ramps
15	DONELY PARK RAMP	1		1
	2018i - 033 CONCRETE CURB & SIDEWALK AT LEIDIGH PARK - (CIF)	# of Corners		# of Ramps
16	LEIDIGH PARK RAMP	1		1
	2018 MISC - (CIF)	# of Corners		# of Ramps
17	GRAND & 5TH - NW	1		2
18	SANTA FE & 8TH- ALL 4 COR'S	4		8
19	JERRY MURPHY & DESERT FLOWER - ALL 4 COR'S	4		5

20	JERRY MURPHY & BLUESTEM - SE, NE	2		3
21	JERRY MURPHY & CANDYTUFT - SE, NE	2		4
		13		22
	2018 MISC - (PRIVATE)	# of Corners		# of Ramps
22	GRAND & 17TH - ALL 4 COR'S	4		8
23	ELIZABETH &18TH - SW	1		2
24	ELIZABETH & 21ST- NE	1		2
25	ELIZABETH & 30TH - NE	1		2
26	LAMBERT & 18TH- NE	1		2
27	LAMBERT & 25TH - NE	1		1
28	COURT & 21ST - SE	1		2
29	WEST & 25TH- NW	1		2
30	ALAN SHEPARD & DOUGLAS - NW	1		1
31	CLIFFMORE & WILLS - NE, NW, SW	1		2
32	HIGHLAND & PLAINS - NW, SW, SE	1		3
33	SAVANNAH & LA RANDA - NW	1		1
34	OUTLOOK & AQUILA - NE	1		2
35	BROADMORE & FARABAUGH - NE	1		1
36	PEACHCREST & OLIVECREST - SW	1		1
37	LIEZL & EDNA - NW	1		1
38	CLUB MANOR & CRANERIDGE - NE	1		2
39	POLLY & HARPER - SE	1		1
40	LAPWING & KINGFISHER - NW, NE	2		2
41	LANDMARK & SORRENTO - NE, SE	2		2
42	DESERT CANDLE & MICA - NW	1		1
43	705 ELM ST - SW	1		1
44	SANTA FE & 10TH ST - E TYPE D	1		1
45	SANTA FE & 11TH ST - SE	1		2
		29		45
	TOTAL FOR 2018 (CDBG)	**49**		**97**
	TOTAL FOR 2018 (CIF)	**15**		**24**
	TOTAL FOR 2018 (PRIVATE)	**29**		**45**
	GRAND TOTAL FOR 2018 (CDBG, CIF & PRIVATE)	**93**		**166**
	2019			
	2019-029 ADA CURB RAMPS & SIGNALIZATION - (CDBG)	# of Corners		# of Ramps

1	PRAIRIE AVE & COLUMBINE ST - NE	1		1
2	PRAIRIE AVE & LAKEVIEW AVE - NW, SW, SE	3		6
3	PRAIRIE AVE & LAKEVIEW AVE - ISLAND	1		4
4	COLUMBINE ST & LAKEVIEW AVE - NE	1		1
		6		12
	2019i-003 CURB RAMP & BUS STOP AT EAGLERIDGE & BUCHANAN DR - (CIF)	# of Corners		# of Ramps
9	EAGLERIDGE & BUCHANAN DR - NE	1		2
	2019i-007 CURB RAMP CONSTRUCTION AT 2ND ST & N. CHESTER AVE - (CIF)	# of Corners		# of Ramps
10	2ND & N. CHESTER AVE - SW	1		2
	2019i-020 CURB & SIDEWALK AT EL CAMINO PARK - (CIF)	# of Corners		# of Ramps
11	EL CAMINO PARK RAMP	1		1
	2019 MISC - (CIF)	# of Corners		# of Ramps
12	2018-046 HAWK INTERSECTION @ MAIN & RICHMOND AVE - SW, NW, E TYPE D	3		4
	2019 MISC - (CDOT)	# of Corners		# of Ramps
13	MESA & ELM - NE, SE	2		4
14	MESA & TAYLOR - N (TYPE D), SW	2		3
15	NORTHERN & TAYLOR - NW	1		1
16	NORTHERN & ELM - NE	1		1
17	SANTA FE AVE & SANTA FE HILL - SE, W + ISLAND	3		7
18	SANTA FE & LOCUST - NE, SE	2		2
19	SANTA FE & RUSH - NW	1		1
20	SANTA FE & "C" ST - NW	1		1
21	SANTA FE & ILEX - NE, SE, ISLANDS	2		5
22	SANTA FE & CLARK - ALL 4 COR'S	4		7
23	SANTA FE & BENNETT - NE, SE	2		2
24	SANTA FE & SPRING ST - NW, SW	2		2
25	SANTA FE & RICHMOND - NW, SW	2		2
26	SANTA FE & MECHANIC - NW, SW	2		2
27	SANTA FE & 2ND ST - ALL 4 COR'S	4		8
28	SANTA FE & 3RD ST - NE, NW, SE, SW	4		8
29	LINCOLN & ABRIENDO - NW & NE ISLANDS, SW, SE	4		11
30	LINCOLN & EVANS - ALL 4 COR'S	4		8
31	LINCOLN & ORMAN - ALL 4 COR'S	4		8

32	BELMONT & THATCHER - SW & T CROSSING RAMP	2		3
33	HWY 50 & HUDSON - NE & SE ISLAND	2		6
		51		92
	2019 MISC - (PRIVATE)	# of Corners		# of Ramps
34	RAWLINGS & THUNDERBOWL DR - SE	1		2
35	RAWLINGS & TROY - SW	1		1
36	18TH & ERIE - NE	1		1
37	WIDENER & CLIFFMOOR DR - NW, SW	2		2
38	WILLS & CLIFFMOOR DR - NE	1		1
39	PEACHCREST & OLIVECREST - SE	1		1
40	KINGSBRIDGE & MONTEBELLO - SE	1		1
41	WOODBRIDGE & MONTEBELLO - SW	1		1
42	31ST & ARLINGTON - NW	1		2
		10		12
	TOTAL FOR 2019 (CDBG)	**6**		**12**
	TOTAL FOR 2019 (CIF)	**6**		**9**
	TOTAL FOR 2019 (CDOT)	**51**		**92**
	TOTAL FOR 2019 (PRIVATE)	**10**		**12**
	GRAND TOTAL FOR 2019 (CDBG, CIF, CDOT & PRIVATE)	**73**		**125**
	2020			
	2020-048 ADA CURB RAMPS - (CDBG)	# of Corners		# of Ramps
1	MESA & BRAGDON - NW	1		2
2	E 12TH ST & IOLA AVE - ALL 4 COR'S	4		8
3	E 12TH ST & JOPLIN AVE - SW, SE	2		4
4	E 12TH ST & KINGSTON AVE - SW, SE	2		4
5	E 12TH ST & SALEM AVE - ALL 4 COR'S	4		8
6	E 2ND ST & CHESTER AVE - NW, NE, SE,SW	4		8
7	E 2ND ST & BRADFORD ST - ALL 4 COR'S	4		8
8	E 3RD ST & BRADFORD ST - NW, SW, SE	3		6
9	5TH & LACROSSE AVE - ALL 4 COR'S	4		8
10	6TH & LACROSSE AVE - ALL 4 COR'S	4		6
11	7TH & LACROSSE AVE - ALL 4 COR'S	4		8
12	MESA AVE & ACERO AVE - ALL 4 COR'S	4		8
13	MESA AVE & BROWN AVE - ALL 4 COR'S	4		8
		44		86

	20-011 LAKE MINNEQUA PARK AND OPEN SPACE IMPROVEMENTS	# of Corners		# of Ramps
	LAKE MINNEQUA PARK WEST PARKING LOT - NE CORNER	2		2
	LAKE MINNEQUA PARK WEST PARKING LOT - MIDDLE ROW	3		3
	LAKE MINNEQUA PARK WEST PARKING LOT - MIDDLE RIGHT SIDE	1		1
	2019-023 OUTLOOK BOULEVARD CURB RAMPS AND SIDEWALK - (CIF)	# of Corners		# of Ramps
14	1427 HWY 50 & OUTLOOK BLVD - INGRESS-EGRESS 1 - NE, SE	2		2
15	1419 HWY 50 & OUTLOOK BLVD - INGRESS-EGRESS 2 - NE, SE	2		2
16	4104 OUTLOOK BLVD - INGRESS-EGRESS 3 - NE, SE	2		2
17	4101 OUTLOOK BLVD - INGRESS-EGRESS 4 - NE, SE	2		2
18	CHURCH DRIVEWAY & OUTLOOK BLVD - NE, SE	2		2
19	RANCHO DEL SOL & OUTLOOK BLVD - NE, SE	2		4
20	TIERRA BERIENDA & OUTLOOK BLVD - ALL 4 COR'S	4		8
21	AQUILA DR & OUTLOOK BLVD - NW, SE, SW	3		6
22	WEATHERBY LN & OUTLOOK BLVD - NE, SE, NW	3		5
23	REMINGTON CT & OUTLOOK BLVD - NW, NE, SW	3		5
		25		38
	2019-052 FORTINO BLVD CURB RAMPS - (CIF)	# of Corners		# of Ramps
24	ELIZABETH ST & FORTINO BLVD - NW, SW, SE	3		4
25	CRANERIDGE DRIVE & FORTINO BLVD - SW, SE	2		3
26	1022 CLUB MANOR DR - POST OFFICE TRUCK ENTRANCE	2		2
27	1022 CLUB MANOR DR - POST OFFICE PUBLIC DRIVE ENTRANCE	2		2
28	4111 CLUB MANOR DR - BACK ENTRANCE TO LOWES	2		2
29	PASEO DEL NORTE & FORTINO BLVD - NW, SE	2		2
30	RANCHO DEL SOL & FORTINO BLVD - NE, SE	2		3
31	1320 FORTINO BLVD - SW, SE	2		2
32	4112 FORTINO BLVD - ENT DRIVEWAY ENTRANCE	2		2
33	OUTLOOK BLVD & FORTINO BLVD - ALL 4 COR'S	4		8
34	FRANCES PL & FORTINO BLVD - NW, NE, SE	3		4
35	MORNINGVIEW DR & FORTINO BLVD - NW, NE, SW	3		4
36	CYNTHIA PL & FORTINO BLVD - NW, NE, SW	3		4
37	VALLEY DR & FORTINO BLVD - ALL 4 COR'S	4		8
		36		50
	2020 MISC - (CIF)	# of Corners		# of Ramps

38	EAGLERIDGE BLVD & EAGLERIDGE CIR - ALL 4 COR'S	4		8
	2020 MISC - (PRIVATE)	# of Corners		# of Ramps
39	GRIZZLY LN & LION'S PRIDE LN - NW, SW	2		2
40	GRIZZLY LN & PTARMIGAN LN - NE, SE, W (TYPE D)	3		3
41	CRUZ CT. & 19TH - NW	1		1
42	ST. CLAIR & SAN DIEGO AVE. - NE	1		1
43	HUDSON & RUPPLE - NE, SE, ISLANDS	2		6
44	FORTINO BLVD & RANCHO DEL SOL - NW	1		1
45	SAGE ST AND HAZELCREST DR - SW	1		1
46	PEACHCREST DR AND SAGE ST - NW	1		2
47	PEACHCREST DR AND OLIVECREST DR - SE	1		1
48	PLUMCREST DR AND PEACHCREST DR - NE	1		2
49	HAZELCREST DR AND PLUMCREST DR - NE, SE, SW	3		4
50	CLIFFMOOR LN AND WIDENER ST - NW	1		1
51	16TH & GREENWOOD AVE - SW & CROSSING	2		3
		20		28
	18-103 SANTA FE AVE & MESA AVE STREETSCAPE - (CDBG)	# of Corners		# of Ramps
	E MESA AVE AND S SANTA FE AVE - ALL 4 COR'S	4		8
	TOTAL FOR 2020 (CDBG)	**44**		**86**
	TOTAL FOR 2020 (CIF)	**65**		**96**
	TOTAL FOR 2020 (PRIVATE)	**20**		**28**
	GRAND TOTAL FOR 2020 (CDBG, CIF, CDOT & PRIVATE)	**129**		**210**
	2021			
	21-058 PORTLAND AVENUE ROAD REPAIRS - (CIF)	# of Corners		# of Ramps
1	N PORTLAND AVE AND E 3RD ST - NE, SE, SW	3		3
2	N PORTLAND AVE AND E 1ST ST - NW, SW	2		2
3	E BEECH ST AND S PORTLAND AVE -NW, SW	2		2
	20-030 GREENWOOD STREET CURB RAMPS - (CIF)	# of Corners		# of Ramps
1	8TH & GREENWOOD ST - ALL 4 COR'S	4		8
2	16TH & GREENWOOD ST - NW	1		1
3	17TH & GREENWOOD ST - ALL 4 COR'S	4		8
4	18th & GREENWOOD ST - ALL 4 COR'S	4		8

5	19th & GREENWOOD ST - ALL 4 COR'S	4		8
6	20th & GREENWOOD ST - ALL 4 COR'S	4		8
7	21st & GREENWOOD ST - ALL 4 COR'S	4		8
8	22nd & GREENWOOD ST - ALL 4 COR'S	4		8
9	23rd & GREENWOOD ST - ALL 4 COR'S	4		8
10	24th & GREENWOOD ST - ALL 4 COR'S	4		8
		37		73
	20-030 GREENWOOD STREET CURB RAMPS - AMENDED - (CIF)	# of Corners		# of Ramps
11	EVANS & MINNEQUA AVE - NW, SW	2		4
12	ROUTT & MINNEQUA AVE - NE, SW	2		3
13	ORMAN & MINNEQUA AVE - ALL 4 COR'S	4		8
14	TUXEDO BLVD & W. 24TH ST - NW, SW	2		3
15	NEWPORT AVE & W. 24TH ST - SW, SE	2		2
16	PERRY AVE & W. 24TH ST - SW, SE	2		2
17	8TH AVE & W. 24TH ST - NW, NE, SE	3		4
18	TAYLOR AVE & NORTHERN AVE - NE	1		1
19	BOHMEN AVE & NORTHERN AVE - NW, NE	2		2
20	MAHREN AVE & NORTHERN AVE - NW, NE	2		2
21	EGAN AVE & NORTHERN AVE - NW, NE	2		2
22	26TH & HIGH ST - NE, SE	2		2
23	27TH & HIGH ST - ALL 4 COR'S	4		8
	N VICTORIA AVE AND S GRAND AVE - NW, SW	2		4
	S GRAND AVE AND N UNION AVE	1		2
		33		49
	2021 MISC - (PRIVATE)	# of Corners		# of Ramps
1	SUNRISE LN AND WIDENER ST - NW, SW, SE	3		3
2	WIDENER ST AND CLIFFMOOR LN - NE	1		1
3	SUNRISE LN AND WILLS BLVD - NW, NE	2		2
4	ST CLAIR AVE AND PLUMCREST DR - SW	2		4
5	ALMOSTCREST DR AND PLUMCREST DR - NW, SW	2		4
6	PEACHCREST AND PLUMCREST DR - NW, SE	2		2
	21-025 MISC CURB RAMPS	# of Corners		# of Ramps
	BLAKE ST AND W 15TH ST - NW	1		2
	W PITKIN AVE AND POLK ST - SW	1		2
	21-081 ADA CURB RAMPS (CDBG)	# of Corners		# of Ramps

	NEILSON AVE AND E 11TH ST - NW	1		2
	SPRUCE ST AND CANAL ST - NW	1		2
	TOTAL FOR 2021 (CIF)	**70**		**122**
	GRAND TOTAL FOR 2021 (CDBG, CIF, CDOT & PRIVATE)	**70**		**122**
	2022			
	20-030 GREENWOOD STREET CURB RAMPS - AMENDED - (CIF)	# of Corners		# of Ramps
1	2ND & GRAND AVE - NW, SW	2		4
2	3RD & GRAND AVE - NW, NE, SW	3		4
3	5TH & GRAND AVE - NE, SW, SE	3		6
4	6TH & GRAND AVE - ALL 4 COR'S	4		4
5	7TH & GRAND AVE - ALL 4 COR'S	4		8
6	9TH & GRAND AVE - NW, SW	2		4
7	10TH & GRAND AVE - NW, SW, SE	3		6
8	11TH & GRAND AVE - ALL 4 COR'S	4		8
9	12TH & GRAND AVE - ALL 4 COR'S	4		8
10	20TH & GRAND AVE - NE	1		2
11	21ST & GRAND AVE - SE	1		2
12	24TH & GRAND AVE - SW, SE	2		4
13	E. 5TH ST & HUDSON AVE - ALL 4 COR'S	4		8
14	E. 6TH ST & HUDSON AVE - ALL 4 COR'S	4		8
15	E. 7TH ST & HUDSON AVE - ALL 4 COR'S	4		8
16	E. 8TH ST & HUDSON AVE - ALL 4 COR'S	4		8
17	E. 9TH ST & HUDSON AVE - ALL 4 COR'S	4		8
18	E. 10TH ST & HUDSON AVE - ALL 4 COR'S	4		8
19	E. 11TH ST & HUDSON AVE - ALL 4 COR'S	4		8
20	E. 13TH ST & HUDSON AVE - ALL 4 COR'S	4		8
21	E. 14TH ST & HUDSON AVE - ALL 4 COR'S	4		8
22	E. 15TH ST & HUDSON AVE - NE, SW, SE	3		4
23	E. 18TH ST & HUDSON AVE - NW, SW, SE	3		4
		75		140
	22-005 12TH AND HUDSON CURB RAMPS	# of Corners		# of Ramps
1	12TH ST AND HUDSON AVE - NE, NE	2		4
		2		4
	22-037 RIDGE DRIVE CURB RAMPS (CIF)	# of Corners		# of Ramps

1	RIDGE DR AND VALLEY DR - NE, SE	2		2
2	RIDGE DR AND NORTH DR - ALL 4 COR'S	4		4
3	RIDGE DR AND SETTLERS DR - NW, NE, SE	3		3
4	RIDGE DR AND PIONEER RD - NE, SE, SW	3		3
5	RIDGE DR AND SUNDANCE DR - ALL 4 COR'S	4		4
6	RIDGE DR AND CHISM TRL - ALL 4 COR'S	4		4
7	RIDGE DR AND WILDFIRE DR - NE, SE, SW	3		3
8	RIDGE DR AND CRESTED HILL - NW, NE, SW	3		3
9	RIDGE DR AND GOLDSMITH CT - NW, SW, SE	3		3
10	RIDGE DR AND SILVERSMITH CT - NW, NE, SW	3		3
11	RIDGE DR AND WILDERNESS TRL - NW, NE, SW	3		3
12	RIDGE DR AND GUNSMITH CT - NW, NE	2		2
		37		37
	22-022 ADA CURB RAMPS PHASE 1(CDBG)	# of Corners		# of Ramps
1	VAN BUREN ST AND EVANS AVE - NW, NE, SE	3		6
2	VAN BUREN ST AND ROUTT AVE - ALL 4 COR'S	4		8
3	VAN BUREN ST AND PITKIN AVE - NW, NE	2		4
4	QUINCY ST AND EVANS AVE - NW, SW, SE	3		6
5	QUINCY ST AND ROUTT AVE - ALL 4 COR'S	4		8
6	QUINCY ST AND PITKIN AVE - NW, NE, SE	3		6
7	QUINCY ST AND ORMAN AVE - NE, SE	2		4
		21		42
	22-044 ADA CURB RAMPS PHASE 2(CDBG)	# of Corners		# of Ramps
1	LA CROSSE AVE AND 8TH ST - NW, NE	2		4
2	LA CROSSE AVE AND E 9TH ST - ALL 4 COR'S	4		8
3	KINGSTON AVE AND E 9TH ST - ALL 4 COR'S	4		8
4	CORONADO RD AND 22ND ST - NW, NE, SW	3		4
5	CORONADO RD AND 23RD ST - NW, NE, SW	3		4
6	CORTEZ RD AND 23RD ST - NW, NE	2		2
7	DE SOTO RD AND 23RD ST - NW, NE	2		2
8	MOTEZUMA RD AND 23RD ST - NW, NE	2		2
		22		34
	22-024 ABRIENDO CURB RAMPS PHASE 1 - (CDBG)	# of Corners		# of Ramps
1	E ABRIENDO AVE AND WASHINGTON ST - NW, W, SW	3		4
2	E CORONA AVE AND E ABRIENDO AVE - NW, NE	2		2
3	E ABRIENDO AVE AND JEFFERSON ST - NE, SW, SE	3		4

4	E ABRIENDO AVE AND MADISON ST - SW, SE	2		3
5	E ABRIENDO AVE AND RAMONA AVE - NW, NE	2		3
6	E ABRIENDO AVE AND LAKE AVE - SW, SE, NE	3		4
7	E ABRIENDO AVE AND PENN AVE - NW, NE , SE	3		4
8	E ABRIENDO AVE AND MICHIGAN ST - SW, SE	2		3
9	226 MAIN ST (IN FRONT OF BUILDING ON ABRIENDO)	1		1
10	E ABRIENDO AVE AND COLORADO AVE - SE, NE	2		2
		23		30
	22-025 ABRIENDO CURB RAMPS PHASE 2 - (CDBG)	# of Corners		# of Ramps
1	W ABRIENDO AVE AND IDAHO AVE - NW, NE	2		2
2	W ABRIENDO AVE AND IDAHO AVE (FUTHER NORTHWEST) - NE	1		1
3	W ABRIENDO AVE AND VAN BUREN ST - SW, SE, NW	3		4
4	W ABRIENDO AVE AND POLK ST - SE, SW, NE	3		4
5	W ABRIENDO AVE AND TYLER ST - NE, SE, SW	3		4
6	W ABRIENDO AVE AND HARRISON ST - SW	1		1
7	W ABRIENDO AVE AND CARLILE PL - SW, W	2		3
8	W ABRIENDO AVE AND GARFIELD ST - SW, SE, NW	3		4
9	W ABRIENDO AVE AND ARTHUR ST - SW, SE	2		2
10	W ABRIENDO AVE AND CLEVELAND ST - SW, SE	2		3
11	E ABRIENDO AVE AND UNION AVE - NE, ISLAND, SE	3		4
12	W ABRIENDO AVE AND MIDWAY AVE - NE	1		1
13	211 W ABRIENDO AVE	1		1
14	W ABRIENDO AVE AND KING AVE - NW, NE	2		2
		29		36
	2022 MISC - (PRIVATE)	# of Corners		# of Ramps
1	BERGAMO DR AND TORINO WAY - NE, SE	2		4
2	BELLALUNA DR AND TORINO WAY - NW, SW	2		3
3	LA JARA DR AND CUCHARA DR - NE, SE, SW	3		6
4	EL PRINCIPIO DR AND CUCHARA DR - SE	1		2
5	VISION HILLS PWKY AND LA JARA DR - NW, NE	2		3
6	CLIFFMOOR LN AND MEADOWLARK LN - SW	1		1
7	CLIFFMOOR LN AND WIDENER ST - SW, SE	2		2
8	SUNRISE LN AND WILLS BLVD - SW, SE	2		2
9	SUNRISE LN AND WIDENER ST - NE	1		1
10	CRESTWOOD LN AND MEADOWLARK LN - NW, SW	2		2
11	BANDERA PWKY AND LIEZL ST - NE	1		1
12	THUNDERWOLF DR AND RAWLINGS BLVD - SE	1		1
13	THUNDERALLEY DR AND RAWLINGS BLVD - SW, SE	2		4

14	THUNDERBOWL DR AND RAWLINGS BLVD - SW, SE	2		4
15	RAWLINGS BLVD AND LOT ALLEY (WEST OF ROUNDABOUT) - SW, SE	2		2
16	THUNDERALLEY DR AMD ROMA WAY - NE	1		1
17	THUNDERBOWL DR AND ROMA WAY - NW, NE	2		2
18	TROY AVE AND ROMA WAY - NW	1		2
19	DESERT CANDLE DR AND ST ANDREWS ST - NW	1		1
20	WALKING STICK BLVD AND MICA ST - SW	1		2
21	KINGFISHER LN AND GANNET LN - NW, SW	2		2
22	SAWYER RIDGE DR AND RIVERBOAT CT - NE, SE	2		2
23	SAWYER RIDGE DR AND SANDBAR CT - NE, SE	2		2
24	SAWYER RIDGE DR AND STEAMBOAT CT - NE, SE	2		2
25	BOBTAIL LN AND PIKA LN - NE, SE, SW	3		3
26	BOBTAIL LN AND WAPITI LN - NW, NE, SW	3		3
27	BOBTAIL LN AND WILD CAT CT - NW, SW, SE	3		3
28	BOBTAIL LN - NW, NE	2		3
29	HOLLYWOOD DR AND WAPITI LN - NE, SE, SW	3		4
		54		70
	22-018 SIDEWALK IMPROVEMENTS DUTCH CLARK (CDBG)	# of Corners		# of Ramps
1	W ABRIENDO AVE AND STADIUM PL - NW, NE	2		2
2	W ABRIENDO AVE AND BOULDER AVE - NW, NE	2		2
		4		4
	22-035 COVINA CT CONCRETE REPAIRS	# of Corners		# of Ramps
1	COVINA CT AND POSADA DR - NW, NE	2		2
		2		2
	22-045 MISC CONCRETE REPAIRS	# of Corners		# of Ramps
1	AQUA AVE AND CEDAR ST - ALL 4 COR'S	4		8
		4		8
	22-051 EILERS NEIGHBORHOOD SIDEWALK AND CURB RAMPS (CDBG)	# of Corners		# of Ramps
1	MESA AVE AND BOHMEN AVE - NW, NE	2		4
2	MESA AVE AND MAHREN AVE - NW, NE	2		4
3	ROITZ AVE AND EGAN AVE - ALL 4 COR'S	4		8
4	EGAN AVE AND MESA AVE - NW, NE	2		4
		10		20

	22-068E E 13TH ST AND OGDEN AVE ROADWAY	# of Corners		# of Ramps
1	N OGDEN AVE AND E 13TH ST - NW, SW, SE	3		3
		3		3
	22-077 MIS CONCRETE REPAIRS PHASE 2	# of Corners		# of Ramps
1	MCALISTER RD AND CONSTITUTION RD - NW, SW	2		2
2	GAMBLE LN AND HANSON LN - NW, NE, SW	3		4
3	SKYVIEW AVE AND W 29TH ST - NW, NE, SE	3		4
		8		10
	22-083 GROVE NEIGHBORHOOD SIDEWALKS AND CURB RAMPS	# of Corners		# of Ramps
1	SPRING ST AND E D ST - NW, NE, SE	3		6
2	SPRING ST AND E C ST - ALL 4 COR'S	4		8
		7		14
	TOTAL FOR 2022 (CIF)	**138**		**140**
	TOTAL FOR 2022 (CDBG)	**109**		**166**
	TOTAL FOR 2022 (PRIVATE)	**54**		**70**
	GRAND TOTAL FOR 2022 (CDBG, CIF, CDOT & PRIVATE)	**301**		**376**
	2023			
	22-091 JOPLIN AVE CONCRETE IMPROVEMENTS (CIF)	# of Corners		# of Ramps
1	S JOPLIN AVE AND FIR ST - NW, NE	2		2
2	S JOPLIN AVE AND DAMSON ST - ALL 4 COR'S	4		8
3	S JOPLIN AVE AND CATALPA ST - NW, SW	2		2
4	S JOPLIN AVE AND E BEECH ST - NW, SW	2		4
5	S JOPLIN AVE AND E ASH ST - NW, SW	2		4
6	S JOPLIN AVE AND E RIVER ST - NW, SW, SE	3		6
7	S JOPLIN AVE CROSSING (BETWEEN RIVER ST AND 1ST ST) - NW, MIDDLE, NE	3		3
8	S JOPLIN AVE AND E 1ST ST - NE, SW, SE	3		3
		21		32
	22-094 PEAKVIEW CONCRETE REPAIRS (CIF)	# of Corners		# of Ramps
1	NORTH DR AND PEAKVIEW DR - SW, SE, NW	3		4
		3		4

	23-001 CONCRETE IMPROVEMENTS - TROY AVE (CIF)	# of Corners		# of Ramps
1	TROY AVE AND NOTTINGHAM DR - ALL 4 COR'S	4		4
2	TROY AVE AND MASSARI RD - NW, SW	2		2
3	TROY AVE AND DICK TREF ST - NW, SW	2		2
4	TROY AVE AND CONSTITUTION RD - NW, SW, SE	3		3
		11		11
	23-061 CONCRETE IMPROVEMENTS - CLEVELAND AND GOODNIGHT (CIF)	# of Corners		# of Ramps
1	GOODNIGHT AVE AND DITTMER AVE - NE	1		1
2	GOODNIGHT AVE AND DUPPS AVE - SW, SE	2		3
3	GOODNIGHT AVE AND DOTSON AVE - NW, SW, SE	3		4
4	GOODNIGHT AVE AND NEWMAN AVE - SW, SE	2		2
5	GOODNIGHT AVE AND PUTMAN AVE - NE, SW, SE	3		4
6	GOODNIGHT AVE AND N PRAIRIE AVE - NE, SE	2		3
7	GOODNIGHT AVE AND W ADAMS AVE - SW, SE	2		2
8	GOODNIGHT AVE AND CLEVELAND ST - SE	1		1
9	CLEVELAND ST AND W ORMAN AVE - NE	1		1
10	CLEVELAND ST AND W GRANT AVE - NE, SE	2		2
11	CLEVELAND ST AND MELROSE AVE - SW	1		1
12	CLEVELAND ST AND W PITKIN AVE - NE, SE	2		3
13	CLEVELAND ST AND DUNSMERE AVE - SW	1		1
14	CLEVELAND ST AND W ROUTT AVE - NE, SE	2		3
15	CLEVELAND ST AND W EVANS AVE - NE, SE	2		2
		27		33
	23-088 CONCRETE IMPROVEMENTS - NORTHERN AVE PHASE 2 (CIF)	# of Corners		# of Ramps
1	NORTHERN AVE AND SRUCE ST - ALL 4 COR'S	4		8
2	NORTHERN AVE AND E ROUTT AVE - NW, SW, SE	3		5
3	NORTHERN AVE AND E EVANS AVE - NE, SW, SE	3		5
4	NORTHERN AVE AND E ABRIENDO AVE - ALL 4 COR'S	4		7
5	NORTHERN AVE AND ELM ST - NW	1		1
6	NORTHERN AVE AND BERKLEY AVE - NW, NE	2		2
		17		28
	23-091 CURB RAMP REPAIR - SOLAR AND BAYCREST (CIF)	# of Corners		# of Ramps
1	SOLAR DR AND BAY CREST DR - SW	1		1
		1		1

	23-119 CONCRETE IMPROVEMENTS - KINGSROYAL BLVD (CIF)	# of Corners		# of Ramps
1	KINGSROYAL BLVD AND NEWMARKET ST - SW, SE	2		3
		2		3
	23-128 CONCRETE IMPROVEMENTS - DENVER BLVD AND 31ST ST. (CIF)	# of Corners		# of Ramps
1	DENVER BLD AND 31ST ST. - NE	1		2
2	31ST ST. AND SAN ISABEL AVE - NW, NE	2		4
3	31ST ST. AND SKYVIEW AVE - NE	1		1
		4		7
	23-010 CONCRETE IMPROVEMENTS - NORTHERN AVE (PRAIRIE TO I-25) (CDBG)	# of Corners		# of Ramps
1	NORTHERN AVE AND VAN BUREN ST - SE	1		1
2	NORTHERN AVE AND BERKLEY AVE -SW, SE	2		2
3	NORTHERN AVE AND CYPRESS ST - NW	1		1
4	NORTHERN AVE AND ORMAN AVE- NW, NE	2		2
5	NORTHERN AVE AND CEDAR ST- NW, NE, SE	3		4
6	NORTHERN AVE AND PINE ST- ALL 4 COR'S	4		8
		13		18
	23-059 ADA CURB RAMPS - PHASE 1 (CDBG)	# of Corners		# of Ramps
1	BANNOCK BURN LN AND LOUIS NELSON RD - ALL 4 CORNERS	4		6
2	BANNOCK BURN LN AND MACNAUGHTON RD - ALL 4 CORNERS	4		8
3	CALHOUN RD AND SHERIDAN RD - ALL 4 COR'S	4		6
4	CALHOUN RD AND IROQUOIS RD - NW, SW, SE	3		4
		15		24
	23-060R ADA CURB RAMPS - PHASE 2 (CDBG)	# of Corners		# of Ramps
1	MACNAUGHTON RD AND MACKENZIE RD -ALL 4 COR'S	4		6
2	MACNAUGHTONG RD AND BONNY BRAE LN - ALL 4 COR'S	4		6
3	MACNAUGHTON RD AND CALHOUN RD - NW, NE, SE	3		4
4	MACNAUGHTON RD AND MACARTHUR RD - ALL 4 COR'S	4		8
		15		24
	23-064 MISC CONCRETE IMPROVEMENTS (CDBG)	# of Corners		# of Ramps
1	FOUNTAIN AVE AND E 5TH ST - ALL 4 COR'S	4		8
2	UNION AVE - NE, SE	2		2
		6		10

	23-068 CONCRETE IMPROVEMENTS - W. 32ND ST (CDBG)	# of Corners		# of Ramps
1	W 32ND ST AND NORTHRIDGE DR - NW, NE, SE	3		4
2	W 32ND ST AND DELMAR TER - NW, NE, SE	3		4
3	W 32ND ST AND COLFAX AVE - NW, NE, SE	3		3
4	W 32ND ST AND MORRIS AVE - SW, SE	2		2
		11		13
	23-069 ADA CURB RAMPS - PHASE 3 (CDBG)	# of Corners		# of Ramps
1	BONFORTE BLVD AND COMANCHE RD - NW, NE, SW	3		4
2	BONFORTE BLVD AND BRIARGATE TERR - NE, SW, SE	3		4
3	BONFORTE BLVD AND HADLEY RILL - NW, NE, SE	3		4
4	BONFORTE BLVD AND MACNAUGHTON RD - NW, SW, SE	3		3
5	COMANCHE RD AND MACARTHUR RD - NE, SW, SE	3		3
6	MACNAUGHTON RD AND ROBERTSON RD - SW, SE	2		4
		17		22
	23-072 CONCRETE IMPROVEMENTS - SUNNYSIDE NEIGHBORHOOD (CDBG)	# of Corners		# of Ramps
1	WINDY WAY AND SAGE ST - ALL 4 COR'S	4		6
2	SAGE ST - NW, NE	2		2
		6		8
	23-123 CONCRETE IMPROVEMENTS - 200 BLK VAN BUREN AVE (CDBG)	# of Corners		# of Ramps
1	VAN BUREN AVE AND EVANS AVE - SW	1		2
		1		2
	23-124 CONCRETE IMPROVEMENTS - 1100 BLK ACERO AVE (CDBG)	# of Corners		# of Ramps
1	ACERO AVE AND W ARROYO AVE - SW, SE	2		3
		2		3
	23-127 CONCRETE IMPROVEMENTS - 1600 BLK ORMAN AVE (CDBG)	# of Corners		# of Ramps
1	ORMAN AVE AND JONES AVE - ALL 4 COR'S	4		8
		4		8
	23-058 CONCRETE IMPROVEMENTS - PRAIRIE AVE (CDOT)	# of Corners		# of Ramps
1	S PRAIRIE AVE AND WEDGWOOD DR - NW, NE, SW	3		4
2	1545 S PRAIRIE AVE - W, E	2		2

3	S PRAIRIE AVE AND SPRAGUE AVE - NW, NE, SE	3		4
4	S PRAIRIE AVE AND PITMAN PL - NW, NE, SE	3		4
5	S PRAIRIE AVE AND BAYSTATE AVE (NORTH) - NW,SE, SW	3		4
6	S PRAIRIE AVE AND BAYSTATE AVE (SOUTH) - NE, SW, SE	3		4
7	S PRAIRIE AVE AND JONES AVE - ALL 4 COR'S	4		8
8	S PRAIRIE AVE AND BUEHLER AVE - NE, SW, SE	3		3
9	S PRAIRIE AVE AND IVYWOOD LN - ALL 4 COR'S	4		4
10	S PRAIRIE AVE AND MT VIEW AVE - NW, SW, SE	3		4
11	S PRAIRIE AVE AND HIMES AVE - NW, NE, SE	3		4
12	S PRAIRIE AVE AND BOCKMAN AVE - NW, NE, SE	3		4
13	2314 S PRAIRIE AVE - E	1		1
14	S PRAIRIE AVE AND HOLMES ST - SW, SE	2		2
15	S PRAIRIE AVE AND MT ZION WAY - NW, NE, SE	3		4
16	S PRAIRIE AVE AND AVIS AVE - NW, NE, SW	3		4
		46		60
	2023 MISC (PRIVATE)	# of Corners		# of Ramps
1	MESA VIEW DR AND DILLON DR - SW	1		1
2	MESA VIEW DR AND STARBOARD LN - NW,SW	2		2
3	STARBOARD LN AND SAWYER RIDGE DR - NE, SE	2		2
		5		5
	TOTAL FOR 2023 (CIF)	**86**		**119**
	TOTAL FOR 2023 (CDBG)	**90**		**132**
	TOTAL FOR 2023 (CDOT)	**46**		**60**
	TOTAL FOR 2023 (PRIVATE)	**5**		**5**
	GRAND TOTAL FOR 2023 (CIF, CDBG, CDOT & PRIVATE)	**227**		**316**
	2024			
	24-001 CONCRETE IMPROVEMENTS - ELIZABETH ST. PHASE 1 (CIF)	# of Corners		# of Ramps
1	ELIZABETH ST AND 16TH ST - NW, SW	2		3
2	ELIZABETH ST AND 15TH ST - ALL 4 COR'S	4		7
3	ELIZABETH ST AND 14TH ST - ALL 4 COR'S	4		4
4	ELIZABETH ST AND 13TH ST - ALL 4 COR'S	4		8
5	ELIZABETH ST AND 12TH ST - ALL 4 COR'S	4		8
6	ELIZABETH ST AND 11TH ST - NE, SE	2		4
7	ELIZABETH ST AND 10TH ST - ALL 4 COR'S	4		8
8	ELIZABETH ST AND 8TH ST - NE, SW, SE	3		3
9	ELIZABETH ST AND 7TH ST - NW, NE, SE	3		6
10	ELIZABETH ST AND 3RD ST - NW, NE, SW	3		5

11	ELIZABETH ST AND 2ND ST - SE	1		1
12	ELIZABETH ST AND CITY CENTER DR - NE, SW, SE	3		4
		37		61
	24-003 CONCRETE IMPROVEMENTS - CHEYENNE AVE (CIF)	# of Corners		# of Ramps
1	CHEYENNE AVE AND W 20TH ST - NW, NE, SE	3		3
2	CHEYENNE AVE AND W 21ST ST - NW, SW, SE	3		3
3	CHEYENNE AVE AND W 22ND ST - NW, NE, SW	3		3
4	CHEYENNE AVE AND BANCROFT AVE - NE, SW, SE	3		3
5	CHEYENNE AVE AND W 23RD ST - ALL 4 COR'S	4		4
6	CHEYENNE AVE AND W 25TH ST - ALL 4 COR'S	4		4
7	CHEYENNE AVE AND W 26TH ST - ALL 4 COR'S	4		4
8	CHEYENNE AVE AND W 27TH ST - ALL 4 COR'S	4		4
9	CHEYENNE AVE AND W 28TH ST - SW, SE	2		2
10	CHEYENNE AVE AND W 29TH ST - SW, SE	2		4
		32		34
	24-004 CONCRETE IMPROVEMENTS - ELIZABETH ST PHASE 2 (HWY 50 TO 17TH ST) (CIF)	# of Corners		# of Ramps
1	ELIZABETH STREET AND BUS STOP AT WENDY'S - W, E	2		2
2	ELIZABETH STREET AND BUS STOP AT CHIPOTLE - W, E	2		2
3	ELIZABETH STREET AND BUS STOP AT RENT-A-CENTER - W, E	2		2
4	ELIZABETH STREET AND BUS STOP AT 30TH ST - SE	1		1
5	ELIZABETH STREET AND 29TH ST NB - SE	1		1
6	ELIZABETH STREET AND 28TH ST - ALL 4 COR'S	4		4
7	ELIZABETH STREET AND 27TH ST SB - NW, NE, SW	3		3
8	ELIZABETH STREET AND 27TH ST NB - NW CORNER AND COURT ACCESS	2		2
9	ELIZABETH STREET AND 27TH ST NB - SW	1		2
10	ELIZABETH STREET AND 26TH ST SB - NW, NE, SW, AND KOREAN WAR MEMORIAL ACCESS	4		4
11	ELIZABETH STREET AND 26TH ST NB - NE, SE	2		2
12	ELIZABETH STREET AND 25TH ST SB - NW, SW AND MILK BARN ACCESS	2		2
13	ELIZABETH STREET AND 25TH ST NB - NE, SE	2		2
14	ELIZABETH STREET AND 24TH ST SB - ALL 4 COR'S	4		8
15	ELIZABETH STREET AND 24TH ST NB - NW, NE	2		3
16	ELIZABETH STREET AND 23RD ST - ALL 4 COR'S	4		8
17	ELIZABETH STREET AND 22ND ST - ALL 4 COR'S	4		8
18	ELIZABETH STREET AND 21ST ST - NW, SW, SE	3		6
19	ELIZABETH STREET AND 20TH ST - ALL 4 COR'S	4		8
20	ELIZABETH STREET AND 19TH ST - ALL 4 COR'S	4		8
21	ELIZABETH STREET AND 18TH ST - NW, NE, SE	3		6
22	ELIZABETH STREET AND 17TH ST - NW, NE, SE	3		6

		59		90
	24-007 CONCRETE IMPROVEMENTS - VICTORIA ST AND B ST (CIF)	# of Corners		# of Ramps
1	S VICTORIA AVE AND WEST B ST - NW, NE, SW, SE	4		6
		4		6
	24-022 CONCRETE IMPROVEMENTS - LYNDA LANE AND NORTHRIDGE DRIVE (CIF)	# of Corners		# of Ramps
1	LYNDA LN AND NORTHRIDGE DRIVE - N	1		1
2	LYNDA LN AND NORTHRIDGE DRIVE - SW, SE	2		3
		3		4
	24-027 CONCRETE IMPROVEMENTS - CITY PARK ADMINISTRATION BUILDING (CIF)	# of Corners		# of Ramps
1	GOODNIGHT AVE AND CITY PARK ADMINISTRATION BUILDING	1		1
		1		1
	24-044 CONCRETE IMPROVEMENTS - COLGATE LN & FORDHAM CIR (CIF)	# of Corners		# of Ramps
1	COLGATE LN AND FORDHAM CIR - NE	1		1
2	COLGATE LN AND FORDHAM CIR - SW, SE	2		3
		3		4
	24-052 CONCRETE IMPROVEMENTS - W 29TH ST (I-25 TO HIGH ST) (CIF)	# of Corners		# of Ramps
1	29TH ST AND GREENWOOD ST - ALL 4 COR'S	4		4
2	29TH ST AND ELIZABETH ST - MEDIAN	1		1
3	29TH ST AND WEST ST - SE	1		1
4	29TH ST AND MID BLOCK CROSSING BETWEEN WEST ST AND 2ND AVE - N, S	2		2
5	29TH ST AND 2ND AVE - ALL 4 COR'S	4		8
6	29TH ST AND 3RD AVE - ALL 4 COR'S	4		7
7	29TH ST AND 4TH AVE - ALL 4 COR'S	4		8
8	29TH ST AND 5TH AVE - ALL 4 COR'S	4		8
9	29TH ST AND COUNTRY CLUB DRIVE - NW, NE	2		4
10	29TH ST AND 6TH AVE - SW, SE	2		4
11	29TH ST AND 7TH AVE - ALL 4 COR'S	4		8
12	29TH ST AND 8TH AVE - ALL 4 COR'S	4		8
		36		63
	24-054 CONCRETE IMPROVEMENTS - BONFORTE BLVD (LIBERTY LN TO ENDEAVOR LN) (CIF)	# of Corners		# of Ramps
1				

	24-067 CONCRETE IMPROVEMENTS - PUEBLO BLVD & LANCASTER (CIF)	# of Corners		# of Ramps
1				
	24-068 CONCRETE IMPROVEMENTS - WEST 29TH ST (HIGH ST TO RR) (CIF)	# of Corners		# of Ramps
1				
	24-089 CONCRETE IMPROVEMENTS - CAMBRIDGE AVE AND AMHERST AVE (CIF)	# of Corners		# of Ramps
1				
	24-090 CONCRETE IMPROVEMENTS - MASSARI RD AND HAMPTON LN AND CT (CIF)	# of Corners		# of Ramps
1				
	24-121 CONCRETE IMPROVEMENTS - 3920 W NORTHERN AVE (CIF)	# of Corners		# of Ramps
1				
	24-128 CONCRETE IMPROVEMENTS - PRAIRIE HAWK LANE (CIF)	# of Corners		# of Ramps
1				
	24-131 CONCRETE IMPROVEMENTS - BONFORTE BLVD PHASE 2 (CIF)	# of Corners		# of Ramps
1				
	<u>2024 CDBG</u>			
	24-095 ADA CURB RAMPS - PHASE 1 (CDBG)	# of Corners		# of Ramps
1				
	24-096 ADA CURB RAMP - PHASE 2 (CDBG)	# of Corners		# of Ramps
1				
	24-106 CONCRETE IMPROVEMENTS - 1100 BLOCK CRYSTAL PLACE (CDBG)	# of Corners		# of Ramps
1				
	24-107 CONCRETE IMPROVEMENTS - GROVE NEIGHBORHOOD (CDBG)	# of Corners		# of Ramps
1				

	TOTAL FOR 2024 (CIF)	**175**		**263**
	TOTAL FOR 2024 (CDBG)			
	TOTAL FOR 2024 (CDOT)			
	TOTAL FOR 2024 (PRIVATE)			
	GRAND TOTAL FOR 2024 (CIF, CDBG, CDOT & PRIVATE)	**175**		**263**
	Total 2006 - 2024			**4031**

Appendix – C:

ADA Complaint Form (English Version)

A.D.A Grievance Form

Title II of the American with Disabilities Act
City of Pueblo Internal grievance procedure

Instructions: Please fill out this form completely. Sign and return to: City of Pueblo – ADA Coordinator, 211 East D Street, Pueblo, CO 81003. This information will be held in confidence unless instructed otherwise by you. Please note that this grievance procedure is for facilities, services and programs owned and/or operated by the City of Pueblo.

Your name (complainant): _____

Address: _____

Telephone numbers:
Home _____ Work _____ Cell _____

Reason for grievance/complaint, or why you feel you have been discriminated against. Please be specific and provide as much information as possible, i.e. location, date, time, names, etc.

_____

_____

_____

_____

Your Signature _____

If you have questions about this form, need an accommodation, or a different format, please contact the Pueblo ADA Coordinator at (719) 553-2271 or email pubworks@pueblo.us.

Please allow us 15 business days to investigate and respond to your complaint.

Appendix – D:

ADA Complaint Form (Spanish Version)

Formulario de Quejas de Discriminación relacionada con

La Ley de Estadounidenses con Discapacidades (Americans with Disabilities Act, ADA)

Instrucciones: Favor de rellanar este formulario en su totalidad en tinta negra o a máquina. Fíremelo y devuélvelo atención City of Pueblo – ADA Coordinator, 211 East D Street, Pueblo, CO 81003. Esta información se mantendrá confidencial a menos que usted indique lo contrario. Tenga en cuenta que este procedimiento de quejas es para instalciones, servicios, y programas que son propiedad de la Cuidad de Pueblo u operados por esta.

Querellante:

_____

Dirección:

_____

Cuidad, Estado, y Código Postal:

_____

Números de télefono:

Casa: _____ Trabajo: _____ Celular: _____

Motivo de la queja, o por qué siente que ha sido discrimando. Por favor sea específica y propocione la mayor cantidad de información posible, por ejemplo lugares, fechas, hora, nombres.

_____

_____

_____

_____

Firma: _____

Si tiene preguntas sobre este fomulario, necesita uan adaptación o formato diferente, por favor comuníquese con el Coordinador de ADA de Pueblo al (719) 553-2271 o Email croy@pueblo.us (se habla español)

Espere 15 días habiles para investigar y responder a su queja.

Docusign Envelope ID: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

City Clerk's Office Item # M11

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 25, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Kurt Patrick, Director of Stormwater

SUBJECT: A RESOLUTION GRANTING AND APPROVING AN EASEMENT AND MAINTENANCE AGREEMENT TO COMPASS POINTE, LP, A COLORADO LIMITED PARTNERSHIP, FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A STORMWATER DETENTION POND OUTFALL

SUMMARY:

This Resolution grants and approves an Easement and Maintenance Agreement to Compass Pointe, LP, a Colorado Limited Partnership, for the purpose of constructing and maintaining a stormwater detention pond outfall.

PREVIOUS COUNCIL ACTION:

On June 23rd, 2025, City Council approved Ordinance No. 10983, which approved the Compass Pointe Subdivision. The Ordinance approved the subdivision with the following condition outlined in Section 5 of the Ordinance: “City Council approval of and full executed easement agreement relating to stormwater detention pond outfall facility across Parcel No. 428250001 prior to recording of plat.”

BACKGROUND:

This subdivision is required to have a stormwater detention pond to provide flood control and water quality in accordance with the City of Pueblo Drainage Criteria Manual, April 2023. To provide an adequate outfall for the stormwater detention pond, this Easement and Maintenance Agreement is needed.

FINANCIAL IMPLICATIONS:

None.

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BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

If City Council does not approve this resolution, the site will not be subdivided, which will impede development of the site.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Easement and Maitenance Agreement - Compass Pointe

Docusign Envelope ID: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

RESOLUTION NO. 16100

A RESOLUTION GRANTING AND APPROVING AN EASEMENT AND MAINTENANCE AGREEMENT TO COMPASS POINTE, LP, A COLORADO LIMITED PARTNERSHIP, FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A STORMWATER DETENTION POND OUTFALL

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Easement and Maintenance Agreement granted to Compass Pointe, LP, a Colorado Limited Partnership, for the purpose of constructing and maintaining a stormwater detention pond outfall, a copy of which is attached hereto, having been approved by the City Attorney, is hereby accepted and approved. The Mayor is authorized to execute same, and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 25, 2025

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51623AB462...
PRESIDENT OF CITY COUNCIL

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

EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT ("Agreement") is entered into and is effective this ____ day of _____, 2025 ("Effective Date"), between COMPASS POINTE, LP, a Colorado limited partnership ("Developer") and the City of Pueblo, a municipal corporation, ("City") (collectively, the "Parties").

RECITALS

A. City is the Owner of the following described real property located within Pueblo County:

LOT 1 BLK 1 EAST PUEBLO HEIGHTS 3RD FILING FORMERLY #04-282-00-002.

Also known and numbered as: 2501 E 13th St, Pueblo, Colorado 81001
Assessor's Parcel No. #428250001
("City Property").

B. Developer is the Owner of the following described real property located within Pueblo County:

LOT 1 COMPASS POINTE SUBDIVISION.

Also known and numbered as: 2680 Oakshire Ln, Pueblo, Colorado 81001
Assessor's Parcel No. #428200007
("Developer's Property").

C. Developer desires to construct and maintain a stormwater detention pond outfall ("Facilities") across City Property. The Facilities are necessary to serve and will benefit the proposed development and Developer's Property.

E. Subject to the terms and conditions set forth herein, City is willing to grant to an easement to the Developer for such purposes.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms, conditions and covenants set forth herein, the Parties agree as follows:

1. City grants to Developer, its successors and assigns, a drainage easement as described in the attached Exhibit "A" ("Easement Area") on City Property for the purpose of construction, installation, maintenance, inspection, control, repair, or replacement of the Facilities. Developer acknowledges and agrees that in no event will it locate, erect or cause to be located or erected any building, mobile trailer unit, or other structures other than the Facilities upon the Easement Area.

2. Developer shall install the Facilities in the Easement Area in accordance with plans and specifications therefore approved by, and on file with City, and, thereafter, Developer shall maintain the Facilities in good working order and condition, and repair and replace the Facilities. City shall have the right at its option (but not the obligation) to inspect, control, maintain, repair and replace the Facilities. Failure of City to inspect, control, maintain, repair or replace the Facilities shall not subject the City to any liability for such failure. In the event the City, pursuant to this Agreement, performs any such work or expends any funds reasonably necessary for such work, including labor, equipment, supplies and materials, the Developer agrees to reimburse the City within thirty (30) days after the City gives the Developer written notice of such expense. If the Developer or its successors or assigns fail to make timely payment as required herein, interest on such payment shall accrue at the rate of 1.5% per month until paid in full. Any amount owed to the City and not paid within thirty (30) days of notification shall be the joint and several obligations of any owner of record of the Developer's Property or any portions thereof served by the Facilities and any successors in interest to such owner on the date such maintenance or repair was performed.

3. Developer shall not disturb, interfere with, preclude, or destroy any rights of Grid Alternatives Colorado, Inc, a Delaware nonprofit corporation (together with its transferees, successors and assigns)("Grid Alternatives"), under that agreement captioned "SOLAR LEASE AND EASEMENT AGREEMENT', dated August 26, 2019 ("Grid Agreement"). It is expressly acknowledged that Developer has no right to access or use of the leased Property under the Grid Agreement and shall not construct any portion of the Facilities which crosses or infringes upon the Site Access Road as identified in Exhibit A of the Grid Agreement without written consent of Grid Alternatives, a copy of which will be delivered to City prior to construction.

4. The responsibilities and obligations of the Developer shall constitute a covenant running with the Developer's Property and shall be binding upon all present and subsequent owners, their administrators, executors, assigns, heirs, and any other successors in interest so long as they own an interest in the Developer's Property or any portion thereof served by the Facilities.

5. City reserves ownership of and all rights to oil, gas and minerals on and under said Easement Property and the right to use and occupy the Easement Area for any purpose not inconsistent with the right and privilege above granted.

6. In consideration of City's grant of the easement herein provided, and Developer's use thereof, Developer shall indemnify, defend and hold harmless the City, its officers and employees from and against any and all claims, expenses (including reasonable attorney fees), liabilities, loss, or damage to property or injury to or death of persons, caused by or arising out of the construction, installation, maintenance, or use of the easement hereby granted.

7. The rights, conditions and provisions of this Agreement and the easement granted hereunder shall run with the land and shall inure to the benefit of and be binding upon City and Developer and their respective heirs, successors and assigns.

8. The City may terminate this Agreement and the easement granted herein upon City's determination, in its sole and absolute discretion, that the Facilities are no longer necessary to serve the Developer's Property or that adequate alternate stormwater drainage facilities exist to serve the Developer's Property.

9. Miscellaneous Provisions.

(a) Notices. All notices and other communications that are required or permitted to be given to the Parties under this Easement Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice through U.S. Mail shall be effective three (3) days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

If to Pueblo:	Mayor City of Pueblo 1 City Hall Place, 2nd Floor Pueblo, Colorado 81003
with a copy to:	City Attorney City of Pueblo 1 City Hall Place, 3rd Floor Pueblo, Colorado 81003
If to Developer:	Compass Pointe, LP 310 E. 96th Street, Suite 400 Indianapolis, IN 46240 Attention: Jeffrey L. Kittle
with a copy to:	Kittle Property Group, Inc. 310 E. 96th Street, Suite 400 Indianapolis, IN 46240 Attention: General Counsel

or to such address as such Party may have given to the other by notice pursuant to this paragraph.

(b) Assignment. This Easement Agreement may not be assigned by Developer without the prior written consent of the City. Any attempted assignment in violation of this provision shall be void.

(c) Attorney's Fees and Costs of Collections. In the event that it becomes necessary for the City to bring any action or proceeding to enforce any provision of this Easement Agreement, to recover damages for Developer's breach of this Easement

Agreement, or to seek specific performance of this Easement Agreement, the City shall be entitled to collect its reasonable attorney's fees and costs of suit in such action or proceeding.

(d) Integrations, Severability and Amendment. This Easement Agreement represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings. This Easement Agreement may be amended only by an instrument in writing signed by the Parties. If any provision of this Easement Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Easement Agreement shall continue in full force and effect.

(e) Governing Law and Venue. This Easement Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Easement Agreement or for the enforcement of this Easement Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

(f) Waiver. The failure of either of the Parties to insist upon the strict performance of any provisions of this Easement Agreement or to exercise any right, power, or remedy upon a breach thereof shall not constitute a waiver of that or any other provision of this Easement Agreement or limit that Party's right thereafter to enforce any provision or exercise any right.

(g) Counterparts. This Easement Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

(h) Parties Bound by Agreement. This Easement Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Easement Agreement except as otherwise expressly authorized herein.

(i) Authorizations. The governing bodies of each of the Parties have authorized the execution of this Easement Agreement by resolution or ordinance.

(j) No Third Party Beneficiaries. This Easement Agreement is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to confer any rights upon any persons or entities not named as parties, nor to limit in any way the powers and responsibilities of the Parties or any other entity not a party hereto.

(k) Effect of Invalidity. If any portion of this Easement Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any Party or as to all Parties, the Parties will immediately negotiate valid alternative portion(s) that as nearly as possible give effect to any stricken portion(s).

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first written above.

DEVELOPER

COMPASS POINTE, LP

By: _____
Jeffrey L. Kittle, Manager of General Partner

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 6th DAY OF August 2025,

BY JEFFREY L. KITTLE, MANAGER OF GENERAL PARTNER OF COMPASS POINTE, LP.

MY COMMISSION EXPIRES 9/23/33. MY ADDRESS IS

13960 Bruddy Dr., Fishers, In 46038

WITNESS MY HAND AND OFFICAL SEAL Andrea M. Kramer

NOTARY PUBLIC

SEAL

ANDREA M KRAMER
My Commission Expires
September 23, 2033
Commission Number NP0703128
Hamilton County

(Acknowledgement)

ATTEST:

By: _____
City Clerk

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By: _____
Mayor

Date: _____

DRAINAGE EASEMENT

EXHIBIT A

A DRAINAGE EASEMENT FOR DRAINAGE AND MAINTENANCE FOR THE OUTFALL OF LOT 1 COMPASS POINTE SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF PUEBLO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER WEST SIXTEENTH CORNER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED BY A 3/4 INCH REBAR WITH NO CAP;

THENCE N01°16'53"W ALONG THE EAST LINE OF THE SOUTHWEST QUARTER, OF THE NORTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 77.79 FEET TO THE **POINT OF BEGINNING;**

THENCE N59°22'43"W A DISTANCE OF 78.28 FEET (L1);

THENCE N90°00'00"W A DISTANCE OF 278.39 FEET (L2);

THENCE S68°46'21"W A DISTANCE OF 65.98 FEET (L3);

THENCE N0°00'00"E A DISTANCE OF 53.87 FEET (L4);

THENCE N68°46'21"E A DISTANCE OF 65.98 FEET (L5);

THENCE N90°00'00"E A DISTANCE OF 343.66 FEET (L6) TO A POINT ON THE SAID EAST LINE AND THE EAST LINE OF EAST PUEBLO HEIGHTS 3RD FILING, FILED AT RECEPTION NUMBER 2142114;

THENCE ALONG THE SAID EAST LINES S01°16'53"E A DISTNANCE OF 93.77 FEET (L7), TO THE **POINT OF BEGINNING**.

CONTAINING 23,184.6 SQUARE FEET OR 0.532 ACRES, MORE OR LESS.

THE **BASIS OF BEARINGS** FOR THE HEREIN DESCRIBED EASEMENT IS THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEARING N01°16'53" W (ASSUMED) A DISTANCE OF 1318.89 FEET (MEASURED), MONUMENTED ON EACH END BY A #6 REBAR WITHOUT A CAP.

430 Main St. Cañon City, CO 81212 ▪ (719) 430-5333 ▪ 3rocksengineering.com

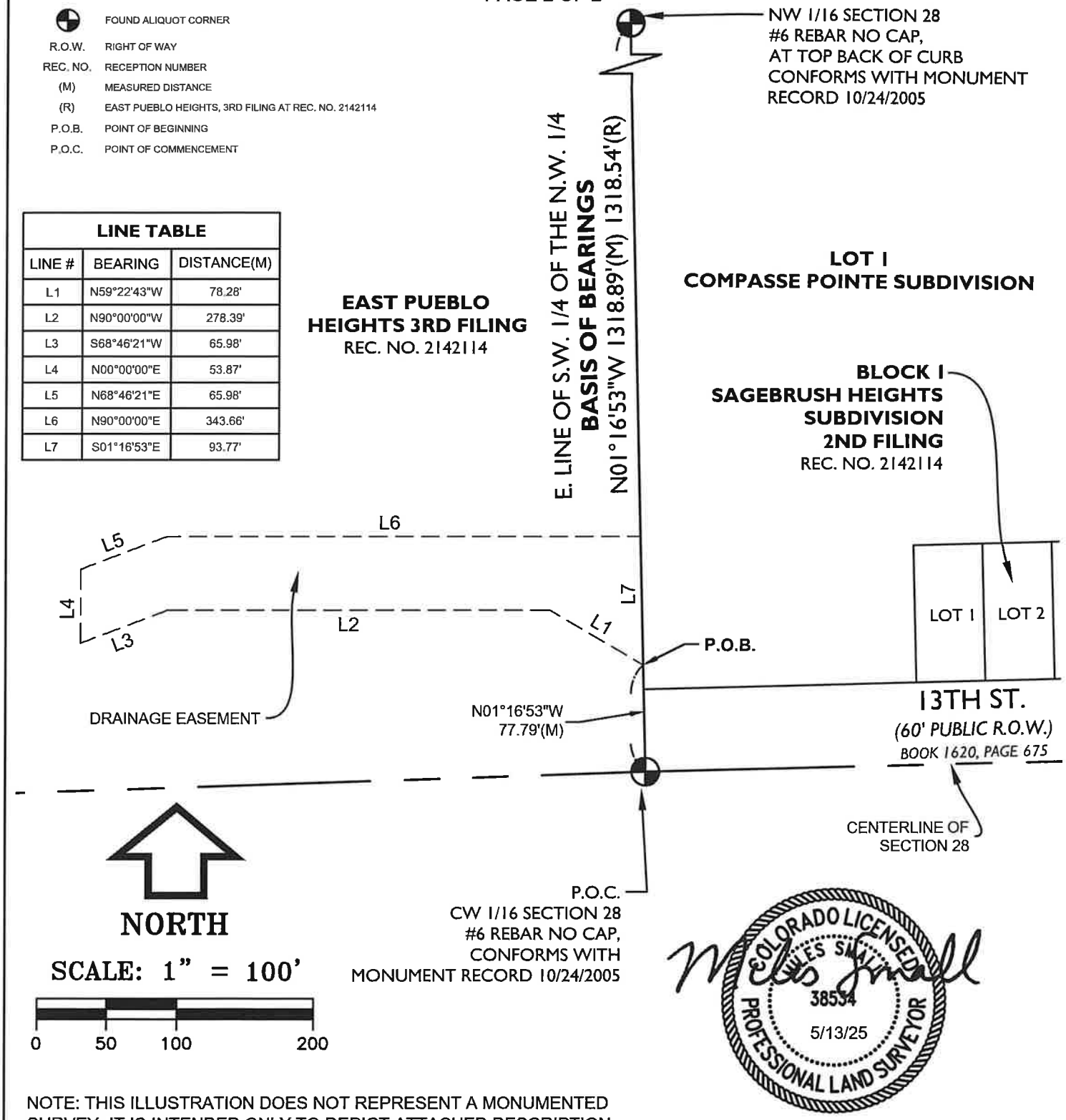
ILLUSTRATION FOR "EXHIBIT A"

PAGE 2 OF 2

LEGEND

⊕	FOUND ALIQUOT CORNER
R.O.W.	RIGHT OF WAY
REC. NO.	RECEPTION NUMBER
(M)	MEASURED DISTANCE
(R)	EAST PUEBLO HEIGHTS, 3RD FILING AT REC. NO. 2142114
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

LINE TABLE		
LINE #	BEARING	DISTANCE(M)
L1	N59°22'43"W	78.28'
L2	N90°00'00"W	278.39'
L3	S68°46'21"W	65.98'
L4	N00°00'00"E	53.87'
L5	N68°46'21"E	65.98'
L6	N90°00'00"E	343.66'
L7	S01°16'53"E	93.77'



COLORADO LICENSED
MILES SMALL
38534
5/13/25
PROFESSIONAL LAND SURVEYOR

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

3 ROCKS
ENGINEERING
& SURVEYING
430 Main Street
Cañon City, CO 81212
719.430.5333
www.3rocksengineering.com

DRAINAGE EASEMENT

LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, STATE OF COLORADO.

DATE:	SCALE	JOB NO.:	DRAWN:	P.L.S.:
05/08/25	1"=100'	25.005	DLS	MS

Docusign Envelope ID: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

City Clerk's Office Item # M12

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 25, 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: A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A LEGAL SERVICES AGREEMENT WITH KAPLAN KIRSCH LLP

SUMMARY:

This Resolution approves compensation set forth in the Legal Services Agreement with Kaplan Kirsch LLP a copy of which is attached hereto.

PREVIOUS COUNCIL ACTION:

Not applicable.

BACKGROUND:

Pursuant to Section 6-7 of the City Charter, special council is retained solely by the City Attorney but compensation is approved by City Council. The law firm of Kaplan Kirsch LLC is being retained to represent the City of Pueblo in litigation relating to certain lease agreements.

FINANCIAL IMPLICATIONS:

This firm's standard hourly billing rates for the attorneys expected to work on the engagement currently range from $450/hour to $600/hour. The hourly rates charged for paralegals range from $200/hour.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

Docusign Envelope ID: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

ALTERNATIVES:

Not approve Resolution.

RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

1. Legal Services Agreement

Docusign Envelope ID: F6DA5994-2ABA-4282-AC5C-40CFCBAF3167

RESOLUTION NO. 16101

A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A LEGAL SERVICES AGREEMENT WITH KAPLAN KIRSCH LLP

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Compensation set forth in the Legal Services Agreement with Kaplan Kirsch LLP, a copy of which is attached hereto, is hereby approved.

SECTION 2.

The officers 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 immediately upon final passage.

INTRODUCED: August 25, 2025

BY: Regina Maestri
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

KAPLAN KIRSCH

DENVER
NEW YORK
SAN FRANCISCO
WASHINGTON, DC

August 5, 2025

Sent Via Email to csikes@pueblo.us

Carla L. Sikes, City Attorney
City of Pueblo
One City Hall Place
Pueblo, CO 81003

Re: Engagement for Legal Services

Dear Ms. Sikes:

We are very pleased the City of Pueblo (the "Client") wishes to retain Kaplan Kirsch LLP (the "Firm") to assist the Client with filing a breach of contract claim and claims associated with a [redacted] (the "Lease") entered into between the Client [redacted] (the "Defendant"). We understand that the Lease also contemplates [redacted] the Pueblo Memorial Airport. This letter sets forth the terms under which the Firm will represent the Client on this matter and any other matters as directed by the Client.

While we are reluctant to be overly formal, we have found that a detailed retainer letter is the best way to satisfy our ethical obligations and to be sure that each parties' obligations are clearly set forth in writing.

The effective date of our representation is August 6, 2025. I will be the partner-in-charge of this engagement and will work directly with our litigation and airport practice teams to coordinate the prosecution of this matter. It is my understanding that while the approval of our engagement is subject to City Council approval, our firm will be taking direction from the City Attorney or the City Attorney designee. At any time during our representation, you and your colleagues should always feel free to contact me or any other Firm partner if you have any questions or concerns about our work on your behalf. Our Firm's managing partner, Robert W. Randall, is always available in the event you have questions about our representation.

Scope of Our Representation. The Client is engaging the Firm to assist with the legal issues related to [redacted] including preparation of a Civil Complaint for breach of contract and associated administrative and litigation enforcement. The scope of our representation is limited to these matters and other matters to which we may jointly agree in writing.

Opinions on Likely Outcomes. Either at the commencement or during the course of our representation, attorneys in the Firm may express opinions or conclusions concerning the likely

outcome of the matters or various courses of action and the results that might be anticipated. We trust that you understand that, while we will always endeavor to give you candid and accurate assessments, any such statements will be an expression of our opinion based on information available to us at the time and are not a promise or guarantee.

Fees and Charges. The Firm will charge for its services according to the fees set out herein. For purposes of this engagement, the hourly rate for partners is $600 per hour. Senior associate rates are charged at $495 per hour and junior associates at $450. Paralegal/law clerk rates are charged $200 per hour. The Firm charges fees in six-minute (1/10 hour) increments. These rates will be effective until at least the end of this calendar year. The Firm annually evaluates its rates and will notify you in advance of any anticipated changes in rates.

In addition to the hourly fee for services, the Firm will charge you for all necessary and incidental out-of-pocket expenses, including, but not limited to, travel costs, office expenses, computerized legal research, court reporting services, and court or other filing fees. We do not generally charge for routine photocopying and long-distance telephone or cell phone calls but do charge for especially large copying jobs, color copies and hosting conference calls, in some instances. Out-of-pocket expenses are charged at our actual cost. **Please let us know if you have any special requirements for the expenditure or reporting of expenses.**

Invoices. It is the Firm's practice to send our clients a consolidated monthly invoice showing the amounts billed for particular matters during the period covered by the invoice. Unless you request otherwise, our invoices will contain daily detail for each professional's work on the Client's matter. We can, however, prepare that invoice in any format that meets your needs. We urge you to raise any questions regarding our invoices as soon as they arise so that we can resolve any problems promptly. We require that the Client pay our fees promptly on a monthly basis. We consider any invoice more than 30 days old to be overdue. If the Client does not inform the Firm, in writing, of any questions or concerns with respect to the charges contained on an invoice within 30 days of receipt, the Firm will assume and the Client agrees that such charges are acceptable to the Client. The Firm reserves the right to charge interest of one percent per month on any outstanding amounts on invoices over 60 days old.

Conflicts Evaluation. In accordance with the applicable ethical rules, we have confirmed that we have no current actual conflicts between the Client and any Firm clients. Further, we are not aware of any potential conflicts. As you are aware, the Firm represents a number of public sector and private sector clients. We cannot foreclose the possibility that, at some time in the future, any existing or future Firm client may be adverse to the Client on matters completely unrelated to this engagement. It is also possible that an existing Firm client is currently adverse to the Client on a matter of which we are unaware or in which we have no involvement. The Client understands and agrees that the Firm may represent new and existing clients in any matter that is not substantially related to our work for the Client even if the interest of such other clients may be directly adverse to the Client or to any entity or person related to the Client, with one exception: This prospective consent to conflicting representation will, of course, not apply to any matter where, as a result of our work for the Client, we have obtained sensitive, proprietary, or otherwise confidential

information that could be used by such other clients to the material disadvantage of the Client. Should we be involved in other matters for the Client, the conflict evaluation will be done at that time on a case-by-case basis.

Termination of Our Engagement. Upon completion or termination of our representation on the matters described above, the attorney-client relationship will end unless the Client and the Firm have agreed to a continuation with respect to other matters. The Client has the right, at any time, to terminate our services and representation upon written notice to the Firm. We reserve the right to withdraw from our representation if, among other things, you fail to honor the terms of this engagement letter, you fail to cooperate or follow our advice on a material matter or any fact or circumstance (including any conflict of interest with another client) that would, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal. No termination of our representation by the Client or the Firm will relieve you of your obligations under the terms of our engagement to pay for services rendered or for costs or expenses paid or incurred on your behalf. In the unusual event that a court of competent jurisdiction refuses to permit us to withdraw upon termination, you would remain responsible for fees and costs. In the event we are compelled to intervene in a pending lawsuit or initiate any proceeding in order to recover any amount due under the terms of our engagement, the prevailing party is entitled to be reimbursed for any and all reasonable attorneys' fees, court costs, and expenses incurred in such proceeding.

Entire Understanding of Terms of Our Representation. This engagement letter constitutes our entire understanding and agreement with respect to the terms of our engagement and supersedes any prior understandings and agreements, written or oral, regarding representation on this matter. If any provision of our engagement letter is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. This engagement letter may only be amended in writing by the Firm and the Client.

If the terms described above are satisfactory, please so indicate by signing this letter and returning one signed copy to me. We look forward to working with you and your colleagues on this matter, and we look forward to a mutually satisfactory relationship. Thank you again for your interest in engaging the Firm.

Sincerely,

Kaplan Kirsch LLP

By: _____
Kirsten J. Crawford

ACCEPTED AND AGREED ON BEHALF OF
THE CITY OF PUEBLO

By: _____

Date: _____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 25, 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 AUTHORIZING THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION TO CARRY OVER $7,334,977.00 IN PRIVATE ACTIVITY BOND ALLOCATION, EXPRESSING INTENT OF THE CITY OF PUEBLO TO ISSUE ITS PRIVATE ACTIVITY BONDS AND AUTHORIZING THE MAYOR TO EXECUTE PRELIMINARY ACTIONS IN CONNECTION THEREWITH

SUMMARY:

This Ordinance will allow the City of Pueblo, a Colorado Municipal Corporation to carry over $7,334,977.00 in Private Activity Bonds to 2026, previously awarded to the City pursuant to the Colorado Private Activity Bond Ceiling Allocation Act, C.R.S. 24-32-1701 et seq.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Each year, Pueblo receives a federal tax-exempt bond volume cap, Private Activity Bonds (PABs), based on our population. Unused cap may be carried forward to build sufficient capacity for larger developments. The City plans to apply this $7.33 million carryforward to finance the Tava Square Apartments, a new 105-unit affordable multifamily housing project planned on Pueblo's West Side.

FINANCIAL IMPLICATIONS:

The Private Activity Bond is "private" in nature and not for governmental use, so there is no cost associated with assigning or carrying over the bonds. Financial benefits come to the City through sales tax derived from material sales on PAB construction projects, by increased economic activity in the real estate employment sector, and in retail sales from furnishings and other end user activity associated with a new home purchase.

BOARD/COMMISSION RECOMMENDATION:

Not applicable for this Ordinance.

STAKEHOLDER PROCESS:

Not applicable for this Ordinance.

ALTERNATIVES:

If the Ordinance is not approved, the bond cap will revert to the State of Colorado on September 15, 2025, to be used for affordable housing developments statewide.

RECOMMENDATION:

The Department of Housing and Citizen Services recommends approval of the Ordinance.

ATTACHMENTS:

1. Carryforward Election of Unused PAB Volume CAP 2025
2. Pueblo 2025 allocation letter signed
3. Updated 2025 City Attorney Certification - Private Activity Bond Carryoever
4. Diligence Certification
5. PAB Bond Council

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION TO CARRY OVER $7,334,977.00 IN PRIVATE ACTIVITY BOND ALLOCATION, EXPRESSING INTENT OF THE CITY OF PUEBLO TO ISSUE ITS PRIVATE ACTIVITY BONDS AND AUTHORIZING THE MAYOR TO EXECUTE PRELIMINARY ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Pueblo is authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of financing qualified residential rental projects for low- and moderate-income persons and families; and

WHEREAS, the City of Pueblo is authorized and empowered under the laws of the State to issue revenue bonds for the purpose of providing affordable housing opportunities; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to provide such projects and for certain other purposes; and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Colorado Housing and Finance Authority (the "Authority") and other governmental units in the State, and further providing for the assignment of such allocations from such other governmental units to the Authority; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, the City of Pueblo has an allocation of the 2025 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2025 (the "2025 Allocation"); and

WHEREAS, the City of Pueblo has determined that, in order to increase the availability of adequate affordable housing for low- and moderate-income persons and families within the City of Pueblo and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the 2025 Allocation; and

WHEREAS, the City of Pueblo has determined that the 2025 Allocation, or a portion thereof, can be utilized most efficiently by carrying over the entire PAB allocation with the intent of issuing the 2025 and 2025 PAB Allocation to the Tava Square Apartments; NOW, THEREFORE,

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

SECTION 1.

The Carry Forward of the 2025 Private Activity Bonds is hereby accepted and approved; provided, however, that the Mayor is hereby authorized to make such technical variations, additions, or deletions in or to such Assignment of Allocation as he shall deem necessary or appropriate and not inconsistent with the approval thereof by this Ordinance.

SECTION 2.

The Mayor of the City of Pueblo is hereby authorized to execute and deliver the carry forward request on behalf of the City of Pueblo and to take such other steps or actions as may be necessary, useful, or convenient to affect the aforesaid assignment in accordance with the intent of this Ordinance, and any execution by electronic signature is hereby attributable to the Mayor and the City of Pueblo.

SECTION 3.

The carry forward with the intent to issue of $7,334,97.00 of the City of Pueblo's 2025 Allocation is hereby approved.

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.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the Assignment of Allocation to effectuate the transactions described therein, including but not limited to the City Attorney’s signature of the 2025 Private Activity Bond Attorney Certification.

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 _____.

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

Form **8328**
(Rev. August 2022)
Department of the Treasury
Internal Revenue Service

Carryforward Election of Unused Private Activity Bond Volume Cap

(Under Sections 146(f) and 142(k))
Go to *www.irs.gov/Form8328* for the latest information.

OMB No. 1545-0047

Enter the calendar year for which the election is made: 2025

Part I Reporting Authority

State name for qualifying public educational facility bond **or** issuer's name for all other bonds: City of Pueblo

Reporting Authority's EIN: 84-6000615

Number, street (or P.O. box if mail is not delivered to street address): PO Box 1427

Room/suite:

Report number (For IRS Use Only): 9

City or town, state, and ZIP code: Pueblo, CO 81002

Caution: *Part II is* ***only*** *for section 146(f) filers. Part III is* ***only*** *for qualifying public educational facility bond filers.*

Part II Unused Volume Cap and Carryforward Under Section 146(f)

Computation of Unused Volume Cap

1	Total volume cap of the issuer for the calendar year			1	7334977
2	Aggregate amount of private activity bonds issued to date that are taken into account under section 146. See instructions	2	0		
3	Total amount of volume cap exchanged for authority to issue mortgage credit certificates. See instructions	3	0		
4	Total amount of volume cap allocated to private activity portion of governmental bonds. See instructions	4	0		
5	Add lines 2 through 4			5	7334977
6	Unused volume cap (subtract line 5 from line 1)			6	7334977

Purpose and Amount of Each Carryforward

7	Qualified student loan bonds	7	
8	Qualified mortgage bonds or mortgage credit certificates	8	
9	Qualified redevelopment bonds	9	
10	Exempt facility bonds:		
a	Mass commuting facilities (section 142(a)(3))	10a	
b	Water furnishing facilities (section 142(a)(4))	10b	
c	Sewage facilities (section 142(a)(5))	10c	
d	Solid waste disposal facilities (section 142(a)(6))	10d	
e	Qualified residential rental projects (section 142(a)(7))	10e	7334977
f	Facilities for the local furnishing of electric energy or gas (section 142(a)(8))	10f	
g	Local district heating or cooling facilities (section 142(a)(9))	10g	
h	Qualified hazardous waste facilities (section 142(a)(10))	10h	
i	High-speed intercity rail facilities (section 142(a)(11))	10i	
j	Qualified enterprise zone facility bonds (section 1394(a)–(e))	10j	
k	Qualified broadband projects (section 142(a)(16))	10k	
l	Qualified carbon dioxide capture facilities (section 142(a)(17))	10l	
11	Total carryforward amount (add lines 7 through 10l) (not to exceed line 6)	11	

Part III Unused Volume Cap and Carryforward Under Section 142(k) (Qualifying Public Educational Facility Bonds)

12	Total volume cap for the calendar year	12	
13	Total amount of bonds issued under section 142(k) for the calendar year	13	
14	Unused volume cap available for carryforward (subtract line 13 from line 12)	14	
15	Amount elected to carryforward (not to exceed line 14)	15	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of authorized public official | Date | Heather Graham, Mayor, City of Pueblo — Type or print name and title.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future Developments

For the latest information about developments related to Form 8328 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/Form8328*.

Purpose of Form

Form 8328 is filed by the issuing authority of private activity bonds to elect to carry forward its unused volume cap for one or more carryforward purposes (see section 146(f)). If the election is made, bonds issued with respect to a specified carryforward purpose are not subject to the volume cap under section 146(a) during the 3 calendar years following the calendar year in which the carryforward arose, but only to the extent that the amount of such bonds does not exceed the amount of the carryforward elected for that purpose.

Also, Form 8328 is used by a state to carry forward the unused volume cap under section 142(k). A state may elect to carry forward an unused limitation for any calendar year for 3 calendar years following the calendar year in which the unused limitation arose under rules similar to the rules of section 146(f). However, this election can only be made for the issuance of qualified public educational facility bonds. For definitions related to qualified public educational facilities, see section 142(k).

When To File

Form 8328 must be filed by the earlier of: (**1**) February 15 of the calendar year following the year in which the excess amount arises, or (**2**) the date of issue of bonds issued pursuant to the carryforward election.

Once Form 8328 is filed, the issuer may not revoke the carryforward election or amend the carryforward amounts shown on this form.

Errors on this form cannot be corrected through an amended filing. The issuer may file a Voluntary Closing Agreement Program (VCAP) request to correct mathematical, typographical, and similar errors. See Notice 2008-31, 2008-11 I.R.B. 592, and IRM 7.2.3 for more information about VCAP.

Where To File

File Form 8328 with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Bonds Taken Into Account Under Section 146

All private activity tax-exempt bonds issued during a calendar year are taken into account under section 146 **except**:

1. Qualified veterans' mortgage bonds. See section 146(g).

2. Qualified section 501(c)(3) bonds. See section 146(g).

3. Exempt facility bonds for governmentally owned airports, docks and wharves, and environmental enhancements of hydroelectric generating facilities; also exempt facility bonds for qualified public educational facilities, qualified green building and sustainable design projects, and qualified highway or surface freight transfer facilities. See section 146(g).

4. 75% of any exempt facility bonds for privately owned high-speed intercity rail facilities; 100% if governmentally owned. See section 146(g).

5. 75% of any exempt facility bonds for privately owned qualified broadband projects; 100% if governmentally owned. See section 146(g).

6. 75% of any exempt facility bonds for qualified carbon dioxide capture facilities. See section 146(g).

7. Exempt facilities bonds for governmentally owned solid waste disposal facilities. See section 146(h).

8. Bonds issued pursuant to a carryforward election. See section 146(f)(3)(A).

9. Certain current refundings. See section 146(i).

10. Certain bonds issued by Indian tribal governments for tribal manufacturing facilities. See section 7871(c)(3).

11. Tribal Economic Development Bonds. See section 7871(f).

12. Gulf Opportunity Zone bonds, Midwestern Disaster Area bonds, Hurricane Ike Disaster Area bonds. See section 1400N.

13. New York Liberty Zone bonds. See section 1400L.

14. Empowerment Zone Facility bonds. See section 1394(f).

Note: Enterprise Zone Facility bonds under section 1394(a)–(e) are subject to section 146. See line 10j of Form 8328.

In addition, the private activity portion of governmental bonds is taken into account to the extent that the nonqualified amount exceeds $15 million. See sections 141(b)(5) and 146(m).

Bonds Eligible for Carryforward Elections

• An election under section 146(f) may be made by the issuing authority for only the following types of tax-exempt bonds.

1. Qualified student loan bonds.

2. Qualified mortgage bonds (or mortgage credit certificates).

3. Qualified redevelopment bonds.

4. Exempt facility bonds taken into account under section 142(a).

5. Enterprise zone facility bonds taken into account under Regulations section 1.1394-1(m)(3).

6. Tax-Exempt Economic Development Bonds for the District of Columbia Enterprise Zone, section 1400A. Include any Tax-Exempt Economic Development Bond carryforward on line 10j.

• An election under section 142(k) may be made by the state for qualified public educational facility bonds.

Specific Instructions

Parts I and II of this form must be completed to properly elect the carryforward provisions under section 146(f).

Parts I and III must be completed to properly elect the carryforward provisions under section 142(k).

Part I. Reporting Authority

Name. Enter the name of the state if filing under section 142(k). For all others, enter the name of the entity issuing the bonds.

Report number. This line is for IRS use only. Do not make an entry.

Part II. Unused Volume Cap and Carryforward Under Section 146(f)

Computation of Unused Volume Cap

Line 1. Enter the issuing authority's volume cap under section 146 for the current calendar year. Take into account any reduction in the amount of the volume cap under section 25(f) (relating to the reduction in the aggregate amount of qualified mortgage bonds where certain requirements are not met). See section 146(n)(2).

Line 2. Enter the total amount of private activity bonds issued by the issuing authority during the current calendar year that are taken into account under section 146. See *Bonds Taken Into Account Under Section 146*.

Line 3. Enter the total amount of qualified mortgage bonds the issuing authority has elected not to issue under section 25(c)(2)(A)(ii) during the current calendar year, plus the reduction under section 25(f) for that calendar year. See section 146(n).

Line 4. Enter the total amount of volume cap allocated by the issuer to the private activity portion of governmental bonds. See sections 141(b)(5) and 146(m).

Purpose and Amount of Each Carryforward

Enter the amount of unused volume cap the issuer elects to carryforward for each carryforward purpose and the total carryforward amount.

Part III. Unused Volume Cap and Carryforward Under Section 142(k) (Qualifying Public Educational Facility Bonds)

Complete lines 12 through 15 to compute the amount elected to carry forward under section 142(k).

Signature

Form 8328 must be signed by an authorized public official responsible for carrying forward unused volume cap.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws and to allow us to figure and collect the right amount of tax. You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103. However, certain returns and return information of tax-exempt organizations and trusts are subject to public disclosure and inspection, as provided by section 6104. The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for tax-exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

COLORADO
Department of Local Affairs
Division of Housing

January 15, 2025

Bryan Gallagher
Acting Director, Dept. of Housing & Citizen Services
Pueblo

Re: Private Activity Bond Allocation of $7,334,977

Dear Bryan Gallagher:

I hereby certify that the above amount will be allocated to the respective local government for the purpose of issuing Private Activity Bonds (PAB) in 2025 under the state ceiling imposed by the Internal Revenue Code of 1986, as amended.

In accordance with the provisions of C.R.S. 24-32-1709.5, a fee on bonds issued is due to DOLA for the portion of each issuance that originated from a direct allocation. The amount of this fee is subject to revision, but is currently 0.027% of bonds issued. This fee is also due within five working days of the bond closing. In the event that the full allocation amount is not issued, or the fee rate changes, the fee will be recalculated to reflect the actual amount issued and the rate in effect at the time of closing.

If you have any questions, please contact Lisa Blakeney (720) 557-2112 or dola_pab@state.co.us.

Sincerely,

Maria De Cambra
Executive Director

CERTIFICATE OF THE CITY OF PUEBLO, COLORADO
CONCERNING ASSIGNMENT OF
PRIVATE ACTIVITY BOND VOLUME CAP ALLOCATION

I, the undersigned, hereby certify that I am a duly chosen, qualified and City Attorney of the City of Pueblo, Colorado (the "City"), and that:

1. The City is a public body politic and corporate, duly organized and existing under the constitution and laws of the State of Colorado.

2. The City has been previously notified that, pursuant to Section 24-32-1706 of the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), it has an allocation of the State ceiling (as defined in the Allocation Act) for 2025 in the amount of $7,334,977 (the "2025 Allocation").

3. Attached hereto as Exhibit A is a true and correct copy of an ordinance and the related minutes thereto (the "Ordinance") authorizing the Carry over and expressing intent to issue of all or a portion of the 2025 Allocation in an amount equal to $7,334,977 (the "Assigned Allocation") to the Tava Square Apartments, and authorizing the execution and delivery of an Assignment of Allocation dated as of September 8, 2025 (the "Assignment of Allocation") between the City and the Authority in connection therewith, which Ordinance was duly adopted by the City Council of the City (the "City Council") at a meeting thereof held on September 8, 2025, at which meeting a quorum was present and acting throughout and which Ordinance has not been revoked, rescinded, repealed, amended or modified and is in full force and effect on the date hereof.

4. The meeting of the City Council at which action has been taken with respect to the Assignment of Allocation was a regular meeting properly called and open to the public at all times.

5. With respect to the Assigned Allocation, the City has not heretofore: (a) issued private activity bonds; (b) assigned the Assigned Allocation to another "issuing authority," as defined in the Allocation Act; (c) made a mortgage credit certificate election; or (d) previously treated the Assigned Allocation as an allocation for a project with a carryforward purpose, as defined in the Allocation Act.

6. The Assignment of Allocation, attached hereto as Exhibit B, is in the form presented to and approved by the City Council at the meeting thereof held on September 8, 2025.

7. On or before the date hereof, counterparts of the Assignment of Allocation were officially executed by the Mayor and the City Clerk of the City. On the date of such signing, such persons were the duly sworn, qualified and acting officers of the City authorized to execute the Assignment of Allocation and holding the offices of the Mayor and City Clerk, respectively.

8. The City has authorized the execution, delivery and due performance of the Assignment of Allocation, and the execution and delivery of the Assignment of Allocation and the compliance by the City with the provisions thereof, will not, to the best of my knowledge, conflict with or constitute on the part of the City a breach of or a default under any existing Colorado law, City ordinance, court or administrative regulation, decree or order or any agreement or other instrument to which the City is subject or by which it is bound.

9. To the best of my knowledge, there does not exist any action, suit, proceeding or investigation pending, or threatened against the City, contesting (a) the corporate existence of the City, (b) the title of its present officers or any of them to their respective offices, including, without limitation, the members of the City Council, (c) the validity of the Assignment of Allocation, or (d) the power of the City to execute, deliver or perform the Assignment of Allocation.

10. No referendum petition has been filed concerning the Ordinance; and to the best of my knowledge none is being circulated or planned for circulation.

WITNESS my hand and the seal of the City this _____, 2025.

_____
City Attorney

(SEAL)

EXHIBIT A

ORDINANCE

EXHIBIT B

ASSIGNMENT OF ALLOCATION

ROCKY MOUNTAIN
Communities
Building Brighter Futures at Home

Rocky Mountain Communities
225 East 16th Ave.
Denver, CO 80203
August 18, 2025

Melissa Cook, Director of Housing and Citizen Services
City of Pueblo
2631 East 4th
Pueblo, CO 81001

Subject: Diligence Certification

To whom it may concern,

Rocky Mountain Communities confirms its intent to proceed with the development of the apartments at Tava Square Village in Pueblo, CO. The planned development will be comprised of 108 units and seeks Low-income housing tax credits. As such, the project will need Private Activity Bonds to support the project, and we anticipate the timeline needed for bond issuance by August 2027.

Thank you for your consideration,

Ashleigh Winans
Senior Development Manager
Rocky Mountain Communities

X _____
Authorizefd Signer, City of Pueblo

X _____
Name and Title

Bond Council Letterhead

Date

State of Colorado
Department of Local Affairs
Office of Housing Finance and Sustainability
1313 Sherman Street
Denver, Colorado 80202

City of Pueblo, Colorado
Qualified Residential Rental Project Bonds

To Whom It May Concern:

This opinion is rendered pursuant to Sections 24-32-1706(3)(c) and 24-32-1709(2)(d) of the Colorado Private Activity Bond Ceiling Allocation Act (the "Allocation Act"). We are acting as bond counsel to the City of Pueblo, Colorado (the "Authority") in connection with the issuance of the above-captioned bonds (the "Bonds") by the Authority.

The Bonds are to be issued in one or more series in an aggregate principal amount to be determined, of which $7,334,977 has been assigned by the City of Pueblo, Colorado from its 2025 direct allocation. The Bonds will constitute private activity bonds as defined in Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"). The Authority is authorized under the laws and constitution of the State of Colorado, including the Housing Authorities Law, being Article 2, Title 29, Colorado Revised Statutes, as amended, to issue the Bonds.

The Bonds will constitute "exempt facility bonds" within the meaning of section 146(f)(5)(A) of the Code (more particularly, bonds for "qualified residential rental projects" as defined in Section 142(a)(7) of the Code), and the carryforward purpose or purposes of issuing the Bonds qualify for carryforward treatment under Section 146(f) of the Code.

Respectfully submitted,

DRAFT

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 25, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO FROM THE COLORADO WATER CONSERVATION BOARD, STATE OF COLORADO DEPARTMENT OF NATURAL RESOURCES, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2517, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $112,500 TO PROJECT NO. CI2517 FOR THE LAKE MINNEQUA RESTORATION FEASIBILITY STUDY, TRANSFERRING $5,848.57 FROM CAPITAL PROJECT NO. LT0233 - HONOR FARM PROJECT, $4,013.31 FROM LT1803 - CITY PARK G. WILLIAMS PAVILION REPAIRS, $671.51 FROM LT1902 - ICE ARENA ZAMBONI ROOM ADDITION, AND $1,966.61 FROM LT2201 - BUILDING RENOVATION CITY PARK ADMINISTRATION, TOTALING $12,500 IN FUNDS TO CAPITAL PROJECT NO. LT2502 - LAKE MINNEQUA DREDGE STUDY TO BE USED AS REQUIRED GRANT MATCH

SUMMARY:

This Ordinance approves and accepts a grant awarded from the Colorado Water Conservation Board, State of Colorado Department of Natural Resources in the amount of $112,500 for the Lake Minnequa Restoration Feasibility Study.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The City received a grant from the Colorado Water Conservation Board, State of Colorado Department of Natural Resources for the Lake Minnequa Restoration Feasibility Study. The project will focus on the feasibility and mechanisms of dredging the lake bottom, removing nutrient loaded sediments that feed toxic algal blooms, thereby restoring the volume and depth of Lake Minnequa, changing the lake

bathymetry to improve circulation and cool the water.

FINANCIAL IMPLICATIONS:

The required match for this grant is $37,500. The funds for the match will come from Conservation Trust Fund Capital Projects LT2502 – Lake Minnequa Lake Dredge Study ($25,000.00), LT0233 – Honor Farm Project ($5,848.57), LT1803 – City Park G. Williams Pavilion Repairs ($4,013.31), LT 1902 – Ice Arena Zamboni Room Addition ($671.51), and LT2201 – Building Renovation City Park Administration ($1,966.61).

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Should the Council choose not to approve this grant agreement, the Lake Minnequa Restoration Feasibility Study will not be completed.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. NTP Letter_Pueblo_Lake Minnequa
2. POGG1,PDAA,202600002159 Water Plan Guidelines
3. Pueblo Water Plan Grant Budget and Schedule

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO FROM THE COLORADO WATER CONSERVATION BOARD, STATE OF COLORADO DEPARTMENT OF NATURAL RESOURCES, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2517, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $112,500 TO PROJECT NO. CI2517 FOR THE LAKE MINNEQUA RESTORATION FEASIBILITY STUDY, TRANSFERRING $5,848.57 FROM CAPITAL PROJECT NO. LT0233 - HONOR FARM PROJECT, $4,013.31 FROM LT1803 - CITY PARK G. WILLIAMS PAVILION REPAIRS, $671.51 FROM LT1902 - ICE ARENA ZAMBONI ROOM ADDITION, AND $1,966.61 FROM LT2201 - BUILDING RENOVATION CITY PARK ADMINISTRATION, TOTALING $12,500 IN FUNDS TO CAPITAL PROJECT NO. LT2502 - LAKE MINNEQUA DREDGE STUDY TO BE USED AS REQUIRED GRANT MATCH

WHEREAS, the Colorado Water Conservation Board tendered a grant award in the amount of $112,500.00 upon conditions recited therein or incorporated therein by reference; and

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

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

SECTION 1.

Grant Agreement Number POGG1,PDAA,202600002159, (“Agreement”) between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado Water Conservation Board, State of Colorado Department of Natural Resources, a copy of which is attached hereto, is hereby approved.

SECTION 2.

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

SECTION 3.

Project No. CI2517 – Lake Minnequa Restoration Feasibility Study is hereby established.

SECTION 4.

The grant award from the Colorado Department of Transportation, totaling $112,500.00 is hereby approved and accepted in accordance with the Agreement.

SECTION 5.

All funds accepted pursuant to this Ordinance shall be budgeted and appropriated into Project No. CI2517. Said funds shall only be expended and used for this project.

SECTION 6.

Funds in the amount of $5,848.57 in Capital Project No. LT0233 – Honor Farm Project, $4,013.31 in Capital Project No. LT1803 – City Park G. Williams Pavilion Repairs, $671.51 in Capital Project No. LT 1902 – Ice Arena Zamboni Room Addition, and $1,966.61 in Capital Project No. LT2201 – Building Renovation City Park Administration will be transferred into Capital Project No. LT2502 – Lake Minnequa Dredge Study.

SECTION 7.

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

SECTION 8.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____

President of City Council

ATTEST

_____

City Clerk

COLORADO
Colorado Water Conservation Board
Department of Natural Resources
1313 Sherman Street, Room 718
Denver, CO 80203

July 24, 2025

Luanne Martinez
City of Pueblo
City Administration
1 City Hall Pl
Pueblo, CO 81003
lmartinez@pueblo.us

RE: NOTICE TO PROCEED

Dear Grantee:

We are pleased to inform you that the Colorado Water Conservation Board staff is in receipt of your required documents as noted on your Notice of Award and has verified that you meet the requirements per the Water Plan Guidelines. As such, this letter is to serve as the NOTICE TO PROCEED for the Lake Minnequa Restoration Feasibility Study in the amount of $112,500.00.

Along with this Notice to Proceed, CWCB is returning an executed Purchase Order. This letter authorizes you to proceed with the approved project in accordance with the terms of the executed agreement.

If you have any questions regarding this Notice to Proceed, please contact me at lauren.duncan@state.co.us or 720.788.2178.

Sincerely,

Lauren Duncan
Regional Grant Manager for the Arkansas River Basin
Colorado Water Conservation Board
Lauren.duncan@state.co.us

Enclosure(s):

Executed Purchase Order: POGG1,PDAA,202600002159

STATE OF COLORADO

Department of Natural Resources

ORDER

Number: POGG1,PDAA,202600002159
Date: 7/23/25
Description:
WPG_Lake Minnequa Restoration Feasibility Study

Effective Date: 07/23/25
Expiration Date: 07/10/30

BUYER

Buyer:
Email:

VENDOR

CITY OF PUEBLO
City Administration
1 CITY HALL PL
PUEBLO, CO 81003

Contact: finance dept eft remits
Phone:

*****IMPORTANT*****

The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.

BILL TO

COLORADO WATER CONSERVATION BOARD
1313 SHERMAN STREET, ROOM 718
DENVER, CO 80203

SHIP TO

COLORADO WATER CONSERVATION BOARD
1313 SHERMAN STREET, ROOM 718
DENVER, CO 80203

SHIPPING INSTRUCTIONS

Delivery/Install Date:
FOB:

VENDOR INSTRUCTIONS

EXTENDED DESCRIPTION

Please see attached Scope of Work and Budget. Use link to navigate to the Small Dollar Grant Award Terms and Conditions.

Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1			0	0.00	$112,500.00	☐

Description: Small Dollar Water Plan Grant Award

Service From: 07/23/25 Service To: 07/10/30

TERMS AND CONDITIONS

https://www.colorado.gov/osc/purchase-order-terms-conditions

DOCUMENT TOTAL = $112,500.00

Exhibit A

(Template updated November 2023)

Statement Of Work	
Prepared Date:	**12/12/24**
Name of Grantee:	**City of Pueblo**
Name of Water Project:	**Lake Minnequa Restoration Feasibility Study**

Water Project Overview: Please provide brief description of the proposed water activity (no more than 200 words). Please define all acronyms.

Colorado Water Plan grant funding will support the City of Pueblo (the Grantee) and their chosen consultant as they develop of the Lake Minnequa Restoration Feasibility Study (study). The study will focus on the feasibility and mechanisms of dredging the lake bottom, removing nutrient loaded sediments that feed toxic algal blooms, thereby restoring the volume and depth of Lake Minnequa, changing the lake bathymetry to improve circulation and cool the water.

Project Objectives:

Goals of the lake restoration feasibility plan –while preserving water storage and water supply functions – are:

1. Restore a vibrant fishery while improving habitat for waterfowl and other wildlife species.
2. Accelerate solutions to remove invasive plant species, restore littoral zone plant communities, and restore native plant species on Lake Minnequa's shoreline.
3. Maximize and ensure water storage opportunities and recreational access on Lake Minnequa.

Task 1
Description of Task: Information Review
Method/Procedure: • Conduct a kick-off meeting and site review of Lake Minnequa with City of Pueblo (City) staff. • Collect and review existing data and information associated with the lake.
Deliverables: • Community engagement meetings. • List of additional data collection or studies warranted, if any.

Task 2
Description of Task: Identify preliminary restoration management options
Method/Procedure: • Identify a range of preliminary options to attain the goals for the lake, from simple management practices to intensive restoration activities. • Coordinate with the City to select the options to be included in a detailed restoration and management feasibility study.
Deliverable: • Description of City's goals.

Task 3
Description of Task: Assess engineering and constructability considerations
Method/Procedure: • Consider constructability factors including timing, logistics, and socioeconomic or recreational factors that could affect the desirability of the options.
Deliverables: • Identification of engineering considerations that may make some storage options inadvisable or too costly.

Task 4
Description of Task: Assess environmental considerations
Method/Procedure: • Investigate the legacy water rights for the lake and associated canals related to beneficial uses. • Investigate the environmental opportunities and constraints that should be considered for each option.
Deliverables: • Assessment of environmental opportunities and constraints. • Outline of the likely environmental permits that may be required and the associated cost, timing, or feasibility implications. • Description of future water rights adjudication for each option.

Task 5
Description of Task: Identify Funding Options
Method/Procedure: • Identify the possible funding sources for the city related to state/federal/private grant or loan opportunities and what the likely requirements and stipulations would be under each option for implementation of the project.
Deliverable: • A list of possible funding sources with pros/cons of each source .

Task 6
Description of Task: Prepare feasibility report
Method/Procedure: Water Consultants (senior principal engineer, senior water resources engineer/consultant, water resources engineer, and/or geologist/water resources analysis) use all collected data and community input to develop a lake restoration plan with emphasis on water storage options, including evaluation of the feasibility of dredging the lake.
Deliverables: A feasibility report summarizing the evaluation of options, including. • Water storage options and opportunities • Water rights evaluation • Conserving dredged materials to make topography changes that may create additional wildlife habitat around the lake's perimeter, including mechanical compaction. • Water quality options, including nutrient management. • Ecological restoration options.

- Analysis of potential drawbacks to storage options, if any (i.e., the potential of toxic or hazardous spoils, handling of spoils, displacement of unhoused people camping illegally in the tall Phragmites and cattails).
- Development guidelines for storage opportunities and restrictions with stringent and exacting environmental, sustainable, and conservation methods.
- The sequence of the work involved, including key milestones and timelines.
- Monitoring after the restoration is complete.
- Equipment specifications and costs associated with dredging and other restoration activities, with a Class 4 engineering cost estimate (based on limited information details that are defined, with range relativity of -20% to +20% from the actual cost).

Budget and Schedule

This Statement of Work is accompanied by a combined Budget and Schedule that reflects the tasks identified in the Statement of Work.

Reporting Requirements

Progress Reports: The grantee shall provide the CWCB a progress report every six months, beginning from the date of issuance of the grant agreement. The progress report shall describe the status of the tasks identified in the statement of work, including a description of any major issues that have occurred and any corrective action taken to address these issues.

Final Report: At completion of the project, the applicant shall provide the CWCB a final report on the applicant's letterhead that:

- Summarizes the project and how the project was completed.
- Describes any obstacles encountered, and how these obstacles were overcome.
- Confirms that all matching commitments have been fulfilled.
- Includes photographs, summaries of meetings and engineering reports/designs.

The CWCB will pay out the last 10% of the budget when the final report is completed to the satisfaction of CWCB staff. Once the final report has been accepted, and final payment has been issued, the grant agreement will be closed without any further payment.

Payment

Payment will be made based on actual expenditures and must include invoices for all work completed. The request for payment must include a description of the work accomplished by task, an estimate of the percent completion for individual tasks and the entire project in relation to the percentage of budget spent, identification of any major issues, and proposed or implemented corrective actions.

Costs incurred prior to the effective date of this grant agreement are not reimbursable. The last 10% of the entire grant will be paid out when the final deliverable has been received. All products, data and information developed as a result of the grant agreement must be provided to the CWCB as part of the project documentation.

Performance Measures

Performance measures for the grant agreement shall include the following:

(a) Performance standards and evaluation: Grantee will produce detailed deliverables for each task as specified. Grantee shall maintain receipts for all project expenses and documentation of the minimum in-kind contributions (if applicable) per the budget. Per grant guidelines, the CWCB will pay out the last 10% of the

budget when the final report is completed to the satisfaction of CWCB staff. Once the final report has been accepted, and final payment has been issued, the grant agreement will be closed without any further payment.

(b) Accountability: Per grant guidelines full documentation of project progress must be submitted with each invoice for reimbursement. Grantee must confirm that all grant conditions have been complied with on each invoice. In addition, per Grant Guidelines, progress reports must be submitted at least once every 6 months. A final report must be submitted and approved before final project payment.

(c) Monitoring Requirements: Grantee is responsible for ongoing monitoring of project progress per Exhibit A. Progress shall be detailed in each invoice and in each progress report, as detailed above. Additional inspections or field consultations will be arranged as may be necessary.

(d) Noncompliance Resolution: Payment will be withheld if grantee is not current on all grant conditions. Flagrant disregard for grant conditions will result in a stop work order and cancellation of the grant agreement.

COLORADO
Colorado Water Conservation Board
Department of Natural Resources

Colorado Water Conservation Board

Water Plan Grant
Budget and Schedule

Prepared Date: 12/12/24

Name of Grantee: City of Pueblo

Name of Water Project: Lake Minnequa Restoration Feasibility Study

Task No.	Task Description	Estimate Task Start Date	Estimate Task End Date	Grant Funding	Match Funding	Total
1	Information Review	7/10/2025	7/10/2030	$ 3,744.50	$ 1,248.50	$ 4,993.00
2	Identify preliminary restoration management options	7/10/2025	7/10/2030	$ 3,601.88	$ 1,200.63	$ 4,802.50
3	Assess engineering and constructability considerations	7/10/2025	7/10/2030	$ 15,900.00	$ 5,300.00	$ 21,200.00
4	Assess environmental considerations	7/10/2025	7/10/2030	$ 5,625.00	$ 1,875.00	$ 7,500.00
5	Identify funding options	7/10/2025	7/10/2030	$ 1,115.63	$ 371.88	$ 1,487.50
6	Prepare feasibility report	7/10/2025	7/10/2030	$ 82,513.00	$ 27,504.00	$ 110,017.00
						$ -
			Total	$ 112,500.00	$ 37,500.00	$ 150,000.00

*CWCB cannot reimburse expenses incurred prior to contract execution date

Background Paper for Proposed Presentation

COUNCIL MEETING DATE: August 25, 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 AND ACCEPTING A GRANT AWARD LETTER AND ALL APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA), IN THE AMOUNT OF $165,759.00 FOR THE PUEBLO POLICE DEPARTMENT TOWING AND IMPOUND RELIEF PROGRAM, ESTABLISHING PROJECT NUMBER PS2510 AND BUDGETING AND APPROPRIATING FUNDS INTO PROJECT NUMBER PS2510, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

The Colorado Department of Local Affairs (DOLA) has awarded the City of Pueblo a Law Enforcement Community Services (LECS) Grant in the amount of $165,759 to implement the Pueblo Police Department Towing and Impound Relief Program. This program will reimburse victims of crime for towing and impound fees associated with stolen or impounded vehicles.

PREVIOUS COUNCIL ACTION:

City Council previously authorized the submission of the DOLA LECS grant application for this project.

BACKGROUND:

Pueblo's auto theft rate is among the highest in the nation, with 582 stolen vehicles recovered in 2024 and 632 total law enforcement-related tows. Many victims are unable to afford towing, impound, and storage fees required to retrieve their vehicles after being victimized. The Pueblo Police Department Towing and Impound Relief Program will provide financial assistance to victims by reimbursing these costs. Eligible vehicles must be directly related to a criminal investigation and impounded or towed at the request of the Pueblo Police Department. This initiative will enhance the Pueblo Police Department's victim services by reducing additional financial burdens following a crime, improving victim trust and cooperation, and fostering stronger community relationships.

FINANCIAL IMPLICATIONS:

The grant provides $165,759 with no required local match. Funds will be budgeted and appropriated into the Public Safety Grants Fund, Project Number PS2510. Disbursements will follow DOLA's reimbursement process, using the approved budget submitted with the grant application.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

The Police Department consulted with its tow company partners, the Finance Department, and community stakeholders during the program design phase.

ALTERNATIVES:

Decline the grant award and forgo establishing the Towing and Impound Relief Program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Grant Award Letter

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AWARD LETTER AND ALL APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA), IN THE AMOUNT OF $165,759.00 FOR THE PUEBLO POLICE DEPARTMENT TOWING AND IMPOUND RELIEF PROGRAM, ESTABLISHING PROJECT NUMBER PS2510 AND BUDGETING AND APPROPRIATING FUNDS INTO PROJECT NUMBER PS2510, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

WHEREAS, the Colorado Department of Local Affairs has tendered a grant award of $165,759 to the Pueblo Police Department upon the conditions recited therein; and

WHEREAS, acceptance of this grant funding is in the best interest of the City and will enhance victim services and public safety; NOW, THEREFORE,

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

SECTION 1.

The DOLA Grant Award Letter (LECS-24-008) between the City of Pueblo and the Colorado Department of Local Affairs, a true copy of which is attached hereto and approved as to form by the City Attorney, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

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

SECTION 3.

The Pueblo Police Department is empowered to apply for and accept additional awards under the DOLA LECS Program as those funds become available.

SECTION 4.

Project Number PS2510 is hereby established in the Public Safety Grants Fund. All funds accepted under this ordinance shall be budgeted and appropriated into Project Number PS2510 by the Finance Department and shall only be expended for the purposes set forth in the grant award.

SECTION 5.

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

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 _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____

City Clerk

COLORADO
Department of Local Affairs
Division of Local Government

7/28/2025

The Honorable Heather Graham, Mayor
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

RE: LECS-24-008 Pueblo PD Towing and Impound Relief Program
Notice of Intent to Award Funds and Next Steps

Dear Mayor Graham:

The Colorado Department of Local Affairs has reviewed your application for the Law Enforcement Community Services Grant Program. As the Executive Director, I am pleased to offer a grant award in the amount of $165,759 to assist with the above referenced project. Should you choose to accept this award, we kindly ask that you complete and return the W-9 (required), and the EFT form (optional) included in this packet.

Your Grant Agreement will be unilaterally signed by the State, and issued as a "Grant Award Letter including Terms and Conditions". Grantees of these funds do not need to sign and return the document packet to DOLA. You will receive the fully executed Grant Award Letter including Terms and Conditions packet via email only. Also included with the packet will be instructions on how to submit your reimbursement requests using DOLA's online portal. Your submission of reimbursement requests is your acceptance of the Grant Award Terms and Conditions.

Expenditure of State funds prior to the contract being fully executed cannot be included in the contract budget or reimbursed by the State. Please contact the Program Manager, Mitchell Craddock, at (303) 815-7078 for additional information on how to proceed. Thank you for your interest in the Law Enforcement Community Services Grant Program.

Sincerely,

Maria De Cambra
Executive Director

CC: Beth Lipscomb, Internal Services Manager
Luann Martinez, City of Pueblo, Grants Administrator

Background Paper for Proposed Presentation

COUNCIL MEETING DATE: August 25, 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 AND ACCEPTING A SUB-RECIPIENT GRANT AWARD AND ALL APPLICABLE CONDITIONS PERTAINING THERETO FROM THE COLORADO SPRINGS POLICE DEPARTMENT, IN THE AMOUNT OF $24,300.00 FOR THE HIGH INTENSITY DRUG TRAFFICKING AREAS (HIDTA) PROGRAM, FOR THE PERIOD JANUARY 1, 2025 THROUGH DECEMBER 31, 2025, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

The Pueblo Police Department (PPD) has been awarded grant funding in the amount of $24,300.00 as a sub-recipient of the Colorado Springs Police Department (CSPD) under the High Intensity Drug Trafficking Areas (HIDTA) Program. This funding supports the Southern Colorado Drug Enforcement Task Force Initiative and will be used primarily for vehicle leases to support investigative operations.

PREVIOUS COUNCIL ACTION:

Previous HIDTA sub-recipient grants have been routinely approved by City Council each year.

BACKGROUND:

This Ordinance, if approved, will allow the City of Pueblo to accept HIDTA Program funding as a sub-recipient to the Colorado Springs Police Department under Federal Award Identification Number HID2525G0525.

The HIDTA Program, administered by the Office of National Drug Control Policy (ONDCP), is designed to reduce drug trafficking and production in the United States by facilitating cooperation among federal, state, and local law enforcement agencies.

The $24,300 award to the PPD will be utilized to lease up to three investigative vehicles, as outlined in the approved budget. This funding enhances the operational

capacity of the Southern Colorado Drug Enforcement Task Force, which plays a critical role in disrupting and dismantling drug trafficking organizations in Pueblo and the surrounding region.

This sub-grant is subject to all administrative and financial requirements of ONDCP, including requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200.

FINANCIAL IMPLICATIONS:

This grant requires no matching funds from the City of Pueblo.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

No formal stakeholder process is required for this sub-grant.

ALTERNATIVES:

Decline the sub-grant funding, which would eliminate dedicated resources for investigative vehicle leases for the Southern Colorado Drug Enforcement Task Force.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Notice of Award

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A SUB-RECIPIENT GRANT AWARD AND ALL APPLICABLE CONDITIONS PERTAINING THERETO FROM THE COLORADO SPRINGS POLICE DEPARTMENT, IN THE AMOUNT OF $24,300.00 FOR THE HIGH INTENSITY DRUG TRAFFICKING AREAS (HIDTA) PROGRAM, FOR THE PERIOD JANUARY 1, 2025 THROUGH DECEMBER 31, 2025, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

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

WHEREAS, the Colorado Springs Police Department, as fiscal agent for the HIDTA Program, has tendered a sub-recipient award of $24,300 to the Pueblo Police Department upon the conditions recited therein; and

WHEREAS, acceptance of this sub-grant funding is in the best interest of the City and will enhance the public health, welfare, and safety of its citizens; NOW, THEREFORE,

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

SECTION 1.

The Statement of Grant Award #HID2525G0525 (SOGA) between the City of Pueblo and the Colorado Springs Police Department, a true copy of which is attached hereto and approved as to form by the City Attorney, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

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

SECTION 3.

The Police Department is empowered to apply for and accept additional sub-grant awards under this HIDTA Program as those funds become available through the Colorado Springs Police Department.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Office of National Drug Control Policy

Notice of Award

Award# HID2525G0525-00
FAIN# HID2525G0525
Federal Award Date: 05/23/2025

Recipient Information

1. Recipient Name
COLORADO SPRINGS CITY GOVERNMENT
705 S NEVADA AVE
COLORADO SPRINGS, CO 80903-4027

2. Congressional District of Recipient
05

3. Payment System Identifier (ID)
84-6000573

4. Employer Identification Number (EIN)
846000573

5. Data Universal Numbering System (DUNS)

6. Recipient's Unique Entity Identifier (UEI)
WHNTESWWUJM8

7. Project Director or Principal Investigator
Deborah Swanson
deborah.swanson@coloradosprings.gov
719-444-7808

8. Authorized Official
Blessing Mobolade
Mayor
blessing.mobolade42@coloradosprings.gov
719-385-5514

Federal Agency Information
Office of National Drug Control Policy (ONDCP)

9. Awarding Agency Contact Information
Shannon L. Kelly
Assistant Director
Shannon_L._Kelly@ondcp.eop.gov
202-841-5240

10.Program Official Contact Information
Shannon L. Kelly
Assistant Director
Shannon_L._Kelly@ondcp.eop.gov
202-841-5240

Federal Award Information

11. Award Number
HID2525G0525-00

12. Unique Federal Award Identification Number (FAIN)
HID2525G0525

13. Statutory Authority
P.L. 119-4

14. Federal Award Project Title
High Intensity Drug Trafficking Areas (HIDTA) Program Fiscal Year (FY) 2025 Grant Award

15. Assistance Listing Number
95.001

16. Assistance Listing Program Title
High Intensity Drug Trafficking Areas

17. Award Action Type
New

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19.	**Budget Period Start Date** 01/01/2025 **- End Date** 12/31/2026	
20.	**Total Amount of Federal Funds Obligated by this Action**	$686,176.00
	20a. Direct Cost Amount	$686,176.00
	20b. Indirect Cost Amount	$0.00
21.	Authorized Carryover	$0.00
22.	Offset	$0.00
23.	Total Amount of Federal Funds Obligated this budget period	$0.00
24.	**Total Approved Cost Sharing or Matching, where applicable**	$0.00
25.	**Total Federal and Non-Federal Approved this Budget Period**	$686,176.00
26.	**Period of Performance Start Date** 01/01/2025 **- End Date** 12/31/2026	
27.	Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance	$686,176.00

28. Authorized Treatment of Program Income

29. Grants Management Officer – Signature
Lisa Newton
Grants Management Specialist

30. Remarks

New Award

The funding amount in Box 33 may not necessarily reflects the budget breakout by object class. Refer to the attached budget reports for details.

INITIAL HERE

Office of National Drug Control Policy

Notice of Award

Award# HID2525G0525-00
FAIN# HID2525G0525
Federal Award Date: 05/23/2025

Recipient Information

Recipient Name
COLORADO SPRINGS CITY GOVERNMENT
705 S NEVADA AVE
COLORADO SPRINGS, CO 80903-4027

Congressional District of Recipient
05

Payment Account Number and Type
84-6000573

Employer Identification Number (EIN) Data
846000573

Universal Numbering System (DUNS)

Recipient's Unique Entity Identifier (UEI)
WHNTESWWUJM8

31. Assistance Type
Project Grant

32. Type of Award
Other

33. Approved Budget
(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only
II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	$0.00
b. Fringe Benefits	$0.00
c. Total Personnel Costs	$0.00
d. Equipment	$0.00
e. Supplies	$0.00
f. Travel	$0.00
g. Construction	$0.00
h. Other	$686,176.00
i. Contractual	$0.00
j. TOTAL DIRECT COSTS	$686,176.00
k. INDIRECT COSTS	$0.00
l. TOTAL APPROVED BUDGET	$686,176.00
m. Federal Share	$686,176.00
n. Non-Federal Share	$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
FY 2025 HIDTA	HID2525G0525	HID	410001	95.001	$686,176.00	011202520261070000

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35. Terms And Conditions

Terms and Conditions

1. A. GENERAL TERMS AND CONDITIONS

(1) This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. § 200 (the "§ 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R.§3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200. For specific, award- related questions, recipients should contact ONDCP promptly for clarification.

(2) This award is subject to the following additional regulations and requirements:

- 28 C.F.R. § 69 – "New Restrictions on Lobbying"
- 2 C.F.R. § 25 – "Universal Identifier and System of Award Management"
- Conflict of Interest and Mandatory Disclosure Requirements
- Non-profit Certifications (when applicable)

(3) Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, "Audit Requirements" must be submitted no later than 9 months after the close of the recipient's audited fiscal year to The Federal Audit Clearinghouse (fac.gov)

(4) Recipients are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Payment Management Services (HHS/PMS). The Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.

(5) The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

(6) Recipients are not agents of ONDCP. Accordingly, the recipient, its fiscal agent(s), employees, contractors, as well as state, local, and federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

(7) These general terms and conditions, as well as archives of previous versions of these general terms and conditions, are available online at the ONDCP website.

(8) Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 C.F.R. § 200.340.

(9) Conflict of Interest and Mandatory Disclosures

Conflict of Interest Requirements

As a recipient entity, you must follow ONDCP's conflict of interest policies for federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer;

INITIAL HERE

recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

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

As a recipient entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.

None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the recipient entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.

If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

Mandatory Disclosure Requirement

As a recipient entity, you must disclose, in a timely manner, in writing to ONDCP all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Recipient entities that have received a federal award are required to report certain civil, criminal, or administrative proceedings, including the terms and conditions outlined in 2 C.F.R part 200, Subpart F, Appendix XII, to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339. (See also 2 C.F.R. § 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

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

(10) Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) be registered in SAM before submitting its application; (ii) provide a valid Unique Entity Identifier number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant recipient information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.

INITIAL HERE

(11) Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.

(12) Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. § 180, dealing with all sub-awards and contracts issued under the grant.

(13) As specified in 2 C.F.R. § 200.303 Internal Controls, recipient must:

- Establish and maintain effective internal controls over the federal award that provides reasonable assurance that federal award funds are managed in compliance with federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
- Evaluate and monitor the recipient entity's compliance with statute, regulations, and the terms and conditions of the federal award.
- Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or pass-through entity designates as sensitive or the recipient entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

(14) Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. §200.216.

(15) Recipients should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.

(16) When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all recipients receiving federal funds shall clearly state—

- the percentage of the total costs of the program or project which will be financed with federal money;
- the dollar amount of federal funds for the project or program; and
- percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. RECIPIENT INTEGRITY AND PERFORMANCE MATTERS

Reporting of Matters Related to Recipient Integrity and Performance

(1) General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then you as the recipient during that period of time must maintain the currency of information reported to SAM that is made available in the designated integrity and

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performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available. See 2 C.F.R. Part 200, Appendix XII.

(2) Proceedings About Which You Must Report

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal Government;
2. Reached its final disposition during the most recent 5-year period; and
3. Is one of the following:

- A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
- An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
- Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

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

(3) Reporting Procedures

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

(4) Reporting Frequency

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

(5) Definitions

For purposes of this award term and condition:

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

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

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

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

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

C. PAYMENT BASIS

(1) A request for advance or reimbursement shall be made using the HHS/PMS system (https://pms.psc.gov/).

(2) The recipient, must utilize the object classes specified within the initial budget/grant application each time they submit a disbursement request to ONDCP. Requests for payment in the PMS system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.

(3) Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. § 6501 et seq.) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. §§ 5301 — 5423) awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/PMS using the remittance instructions provided below.

Remittance Instructions – Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds.

Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as instructed in https://pms.psc.gov/grant-recipients/returning-funds-interest.html.

(4) The recipient or subrecipient may keep interest amounts up to $500 per year for administrative purposes.

Program Specific Requirements

1. D. PROGRAM SPECIFIC TERMS AND CONDITIONS

The grant conditions are as follows:

- This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. §§ 1701 et seq. and in the ONDCP National HIDTA Program Office HIDTA Program Policy and Budget Guidance (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities ACT (21U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website: https://www.nhac.org/PDF/Program_Policy_and_Budget_Guidance2021.pdf

In addition, as a condition for receiving this award, recipients must complete safe and respectful workplace trainings as outlined in the PPBG.

- Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. §200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.

E. FEDERAL AWARD PERFORMANCE GOALS

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

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Chief of Police Adrian Vasquez
Colorado Springs Police Department
705 S. Nevada Avenue, Colorado Springs, CO 80903

July 23, 2025

Chief Chris Noeller
Pueblo Police Department
Transmitted by Electronic Mail

RE: Statement of Grant Award #HID2525G0525

Chief Noeller:

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

The Pueblo Police Department (PPD) has been awarded **$24,300** for the grant period ending December 31, 2025. This award is subject to all administrative and financial requirements of the ONDCP including requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200; and the timely submission of all financial and programmatic reports.

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

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

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

We look forward to working with you.

Regards,

Shannon Paolini
Grant Program Administrator
Colorado Springs Police Department
(719) 444-7422

COLORADO SPRINGS POLICE DEPARTMENT
STATEMENT OF GRANT AWARD (SOGA)

Sub-recipient Name: Pueblo Police Department

Sub-recipient UEI: NJK3BNUDRHJ7

Federal Award Identification Number: HID2525G0525

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

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

CFDA #: 95.001 – High Intensity Drug Trafficking Areas Program

Federal Award Date: May 23, 2025

Federal Award: $686,176

Sub-recipient Award: $24,300

Sub-award Period of Performance: January 1, 2025, through December 31, 2025

Approved Budget

Southern Colorado Drug Enforcement Task Force Initiative

CSP Budget Category	Amount by Category
Services	
Vehicle lease – 3 vehicles x $8,100/year	NTE $24,300
Travel	
Investigative travel as necessary with prior approval (see note below)	TBD
Total Initiative Award	**$24,300**

Note
The approved budget is for calendar year 2025. CSPD does not have any information at this time about funds availability for calendar year 2026. The budget awarded in each category is a "not to exceed" amount. PPD must follow the established parameters in the HIDTA Program Policy and Budget Guidance document.

- Vehicle lease is not to exceed $8,100 per vehicle, per year. Vehicle lease is entered into in coordination with PPD and the DEA Southern Colorado Drug Task Force. CSPD will make monthly payments directly to the vendor.

- The Southern Colorado Drug Enforcement Task Force is authorized a total of $16,000 for investigative/operational travel during the grant period. Travel expenses can include airfare, hotel, rental vehicle, and other related expenses. All PPD travel must be pre-approved by the DEA Resident Agent in Charge (or designee). The Resident Agent in Charge will coordinate all travel expenses with CSPD prior to any travel commitments being made except in cases of unforeseen travel necessary due to operational/investigatory requirements. In cases of unforeseen travel, coordination with CSPD must occur as soon as practicable.

Special Conditions and Requirements

Conflict of Interest and Mandatory Disclosures

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

Multipart document and Additional Requirements

1. The sub-recipient affirms that the parties' agreement consists of a multipart document: the award letter, Statement of Grant Award, federal award document and associated special conditions, and signatures of persons authorized to sign on behalf of the sub-recipient on each part of the document.

2. The sub-recipient agrees to comply with all requirements, conditions, and regulations as detailed in the enclosed federal award document. The authorized official must initial each of the pages of the enclosed "Federal Award Document" where indicated.

Financial Reporting Requirements

1. Upon execution of this Statement of Grant Award, PPD must immediately provide CSPD with copies of:
    a. Most recent A-133 audit or financial review including any management or auditor comments
    b. Procurement policy used when leasing a vehicle under the initiative included in this Statement of Grant Award

2. Grant activities must match the approved budget included in this document, which supersedes any earlier budget request submitted, and which may be different from the budget originally submitted in your application. The sub-recipient must secure prior written approval from CSPD if there is a requested change in any budget item. Failure to seek prior approval may result in denial of reimbursement.

3. The sub-recipient agrees to submit quarterly requests for reimbursement no later than 15 days following the end of a calendar quarter. All expenditures must be supported by appropriate documentation. Only actual, approved, allowable expenditures will be permitted.

4. The sub-recipient certifies that Federal funds made available under this grant will not be used to supplant State or Local funds; and where there is a reduced or unchanged local investment, the sub-recipient shall give a written explanation demonstrating the sub-recipient's reduced or unchanged commitments would have been necessitated even if Federal financial support under this Federal grant program had not been made available.

Other Reporting Requirements

1. The sub-recipient agrees to promptly notify the CSPD of any changes in the authorized official, project director, financial officer, or grant funded personnel.

2. In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your agency after a due process hearing, on the grounds of race, color, religion, national origin, or sex, the sub-recipient agrees to submit a copy of the finding to the CSPD that will be forwarded to the Office for Civil Rights (OCR) for review.

RETURN:

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

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

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

PUEBLO POLICE DEPARTMENT

_____
Chris Noeller, Chief of Police

Date Signed: _____

COLORADO SPRINGS POLICE DEPARTMENT:

_____
Adrian Vasquez, Chief of Police

Date Signed: _____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 25, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director of Human Resources
Andra Ahrens, Director Wastewater

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY TEMPORARILY ADDING ONE (1) WASTEWATER TREATMENT PLANT (WWTP) LAB SUPERVISOR POSITION WITHIN THE WASTEWATER DEPARTMENT FOR TRAINING PURPOSES

SUMMARY:

The Wastewater Department, with Mayor Graham's approval, requests to temporarily increase the staffing of the department by one (1) full time equivalent (FTE) for training purposes. The classification shall be WWTP Lab Supervisor, and the additional FTE shall be abolished upon the anticipated retirement of the current incumbent in September of 2025.

PREVIOUS COUNCIL ACTION:

On December 9, 2024, Ordinance No.10852 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2025.

BACKGROUND:

The Wastewater Department is requesting to temporarily add one (1) additional WWTP Lab Supervisor to authorized staffing. This mission critical position within the Wastewater Department is responsible for managing the laboratory function of the wastewater treatment plant, supervising the work of laboratory analysts performing laboratory tests for regulatory compliance, and management of process control and environmental research. This position is highly technical and associated with regulatory compliance and quality assurance activities of the City's wastewater treatment plant.

The current WWTP Lab Supervisor has announced plans to retire at the end of 2025. There is no mechanism in ordinance to allow for overfilling of a position for the purpose of facilitating critical training and transition activities. Therefore, the department

requests the addition of a WWTP Lab Supervisor FTE on a temporary basis to allow for the position to be filled and to accomplish necessary training. It is anticipated that the position requested by this ordinance will be posted as soon as possible and subsequently filled in October after the Civil Service and selection process has concluded. This temporary over hire will allow training over the course of approximately three months prior to the current incumbent's departure.

It is further requested that the additional FTE be abolished upon separation of the current WWTP Lab Supervisor via retirement.

FINANCIAL IMPLICATIONS:

Funding for the wages and benefits for the position will come from the Wastewater enterprise fund. The cost for the three months of the additional position is approximately $33,099 as outlined below and can be absorbed by the existing Wastewater budget, pending City Council approval. Therefore, no additional funding is required.

Cost Item	Approximate Cost (3 months)	
Salary	$	23,297
Retirement (PERA)	$	3,443
Health Insurance	$	5,929
Dental Insurance	$	74
Life Insurance	$	18
Medicare	$	338
Estimated Position Cost for 3 months	$	33,099

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no action alternative would be to retain the current staffing level which would eliminate any opportunity to train a newly hired WWTP Lab Supervisor which would be operationally detrimental to the department and community.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY TEMPORARILY ADDING ONE (1) WASTEWATER TREATMENT PLANT (WWTP) LAB SUPERVISOR POSITION WITHIN THE WASTEWATER DEPARTMENT FOR TRAINING PURPOSES

WHEREAS, , it is necessary to revise the positions for the ultimate efficiency and functionality for the Wastewater Department;

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

SECTION 1.

The following section captioned “Wastewater Treatment Plant” “of Ordinance No. 10852, being the 2025 Staffing Ordinance, is amended as follows:

The following positions shall be authorized for FY 2025:

Wastewater-Treatment Plant	
Assistant WWTP Superintendent	1
Lab Analyst II	1
Lab Analyst III	2
Laboratory Pretreatment Specialist	2
SCADA Administrator	1
Senior Office Assistant	1
Senior WWTP Maintenance Mechanic	2
Wastewater Operator A	5
WRF Worker/WRF Worker I/WRF Worker II/WW Operator B	7
WW Instrument & Controls Specialist	1
WW Maintenance Coordinator	1
WW Maintenance Supervisor	1
WWTP Inventory Control Specialist	1
WWTP Lab Supervisor	[1] 2
WWTP Maintenance Mechanic	2
WWTP Superintendent	1
Total	**[30] 31**

SECTION 2.

Effective October 1, 2025, the position established pursuant to above Section 1 shall be abolished and the 2025 Staffing Ordinance shall be amended as follows:

Wastewater-Treatment Plant	
Assistant WWTP Superintendent	1
Lab Analyst II	1
Lab Analyst III	2
Laboratory Pretreatment Specialist	2
SCADA Administrator	1
Senior Office Assistant	1
Senior WWTP Maintenance Mechanic	2
Wastewater Operator A	5
WRF Worker/WRF Worker I/WRF Worker II/WW Operator B	7
WW Instrument & Controls Specialist	1
WW Maintenance Coordinator	1
WW Maintenance Supervisor	1
WWTP Inventory Control Specialist	1
WWTP Lab Supervisor	[2] 1
WWTP Maintenance Mechanic	2
WWTP Superintendent	1
Total	**[31] 30**

SECTION 3.

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

SECTION 4.

This Ordinance shall be deemed to amend the Fiscal Year 2025 Budget and staffing with respect to the number and allocation of positions within the Wastewater Department and 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 25, 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 MEMORANDUM OF UNDERSTANDING BETWEEN PUEBLO COMMUNITY COLLEGE("PCC") AND THE PUEBLO FIRE DEPARTMENT ALLOWING THE AUTHORITY HAVING JURISDICTION ("AHJ") OVER PUEBLO COMMUNITY COLLEGE FACILITIES OPERATIONS IN PUEBLO CITY LIMITS FOR BUILDING CONSTRUCTION PLAN REVIEW AND RELATED INSPECTIONS, FIRE SAFETY INSPECTIONS, AND FIRE SAFETY PERMITS AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Ordinance approves a MOU between the Pueblo Community College and the Pueblo Fire Department and the AHJ for the life-safety services provided by AHJ for the best interest of the people served by the Pueblo Community College facilities that AHJ provide all review, inspections, and oversight for fire and related life-safety issues for these facilities.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Pueblo Community College and the Pueblo Fire Department Facilites are located in the City of Pueblo which fall under Pueblo Community College jurisdiction.

FINANCIAL IMPLICATIONS:

The cost of compliance with the MOU for building construction review and related inspections, fire safety inspections, and fire safety permits and provided in the MOU.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not applicable to this Ordinance.

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

1. PCC MOU

ORDINANCE NO.

AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN PUEBLO COMMUNITY COLLEGE("PCC") AND THE PUEBLO FIRE DEPARTMENT ALLOWING THE AUTHORITY HAVING JURISDICTION ("AHJ") OVER PUEBLO COMMUNITY COLLEGE FACILITIES OPERATIONS IN PUEBLO CITY LIMITS FOR BUILDING CONSTRUCTION PLAN REVIEW AND RELATED INSPECTIONS, FIRE SAFETY INSPECTIONS, AND FIRE SAFETY PERMITS AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The MOU between the Pueblo Community College 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 _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

MEMORANDUM OF UNDERSTANDING

AN AGREEMENT BETWEEN PUEBLO COMMUNITY COLLEGE AND PUEBLO FIRE DEPARTMENT FOR INSPECTIONS

This Agreement ("Agreement") is entered into this ___ day of July 2025, by and between City of Pueblo, a Colorado municipal corporation, Fire Department ("City"), and Pueblo Community College, located at 900 W. Orman Ave. Pueblo, Colorado ("PCC").

WHEREAS, pursuant to law, including but not limited to Sections 24-30-1301, *et seq*., C.R.S., the State has authority over the facilities and buildings of PCC with respect to construction of improvements and determination of applicable building and fire codes for said facilities and buildings; and

WHEREAS, pursuant to law, including but not limited to Sections 24-33.5-1201, *et seq*., C.R.S., the State has ultimate responsibility for fire prevention, fire protection, fire investigation and emergency medical services with respect to said facilities and buildings; and

WHEREAS, at substantial cost to its taxpayers, the City has established a paid Fire Department to provide certain fire prevention, fire protection, fire investigation and emergency medical services for its residents; and

WHEREAS, although the City has no duty under law to provide fire prevention, fire protection, fire investigation and emergency medical services with respect to the facilities and buildings of PCC, it is willing to coordinate with PCC with respect to such activities, in accordance with the terms and limitations set forth in this MOU; and

WHEREAS, the parties are empowered by Section 29-1-203, C.R.S., to enter into this MOU for the purpose of setting forth the manner in which the parties intend to cooperate.

NOW, THEREFORE, in consideration of the foregoing recitals and the provisions, terms and conditions set forth hereinbelow, the parties enter into this MOU concerning the coordination of fire inspection, fire protection and emergency medical services with respect to the facilities and buildings of PCC.

1.0 Fire Inspection Services.

1.1 The City will provide the following fire inspection services when requested by PCC, subject to all conditions and limitations set forth in this MOU:

(a) Plan review of construction documents for new/modified fire safety systems;

(b) Review of fire alarm, smoke and fire suppression system shop drawings;

(c) Review of project fire safety systems during design and construction with PCC design and construction staff, contractors and consultants;

(d) Fire safety inspections during construction, including review of related building components such as egress and occupancy, as well as fire alarm systems, and fire suppression systems, fire hydrant and panel locations and other systems or components related to fire safety;

(e) Assist PCC in the compilation of any records required to facilitate response to fire alarms and emergencies including building drawings; and

(f) Annual fire safety inspections. ("**Fire Inspection Services**").

1.2 PCC shall reimburse the City for all Fire Inspection Services. Payments shall be made in advance at the applicable hourly or unit price currently charged for commercial buildings and developments.

1.3 Fire Inspection Services shall be provided subject to available staffing and resources. The failure to provide or timely provide Fire Inspection Services shall not constitute a breach of this MOU or otherwise subject the City to liability.

1.4 To the extent the City identifies areas of noncompliance with the City's Fire Code and makes recommendations for corrective action, PCC recognizes that failure to implement recommended corrective actions may impair fire protection and be grounds for the City to decline assisting PCC in fire protection and other emergency service activities as set forth in below Section 2. Additionally, PCC acknowledges that the City's inspection reports and/or recommendations for corrective actions are public records open to inspection.

2.0 Requests for Fire Protection and Other Emergency Services.

2.1 PCC may request fire protection and other emergency services from the City with respect to facilities and buildings of PCC. The City's provision of fire protection and other emergency services pursuant to such a request by PCC shall be subject to all conditions and limitations set forth in this MOU, including but not limited to the following:

(a) The request should be directed to the City's dispatch center and identify with specificity the fire emergency or incident for which assistance is requested. If at all possible, PCC shall have personnel at the location of any fire or related emergency before requesting assistance.

(b) City will dispatch equipment and personnel only when it is consistent with the continued safety of persons and property elsewhere within the City. The determination of what personnel and equipment will be dispatched shall be within the absolute discretion of the City. At all times, the City's Fire Department command staff shall direct the operations of City fire personnel and equipment, who shall not be under the command of PCC personnel.

(c) Whenever the City provides fire suppression assistance upon buildings or facilities which may present a security concern, PCC shall provide and maintain adequate security at the incident location.

(d) The City will withdraw its personnel and equipment when the City determines they are no longer needed at the location, when the conditions at the fire or emergency create extraordinary exposure to injury or death, or when the City's Fire Department personnel are needed or may be needed to insure adequate fire

protection elsewhere in the City. The City may also withdraw its personnel and equipment if it believes that security is inadequate at the location.

(e) PCC shall cooperate with the City in the compilation of any records the City requests which would facilitate the City's response to fire alarms and emergencies including building drawings.

3.0 Waiver

3.1 Except as provided in Section 1 with respect to fees for Fire Inspection Services and Section 4 with respect to reimbursements for response to hazardous substance incidents, each party waives all claims against the other party for compensation for any loss, property damage, bodily injury, or death arising from the provision of services pursuant to this MOU including but not limited the provision of Fire Inspection Services and the provision of fire protection and other emergency services, or withdrawal of same.

3.2 Except as provided in Section 1 with respect to fees for Fire Inspection Services and Section 4 with respect to reimbursements for response to hazardous substance incidents, each party will, at all times, be responsible for its own costs incurred in the performance of this MOU, and shall not receive any reimbursement from the other party.

4.0 Hazardous Substance Incidents.

4.1 The City's Fire Department serves as the Designated Emergency Response Authority ("**DERA**") for the areas within the City's corporate boundaries pursuant to Section 29-22-102, C.R.S. The City's Fire Department, through its Fire Chief or its Fire Chief's designated Deputy Fire Chief, acts as incident commander at hazardous substance incidents within the City when it receives actual notice of such incident, and it may, in its discretion, dispatch hazardous materials personnel and equipment as part of the initial emergency response to the incident. The City's response is, at all times, limited to only the initial emergency action necessary to minimize the adverse effects of a hazardous substance incident. It is the policy of the City to assert claims for reimbursement of all costs incurred by the City in responding to such an incident against the person or persons responsible for the incident, including those who have the care, custody or control of the hazardous substance or upon whose property the incident occurred. In the event the City responds to a hazardous substance at the facilities and buildings of PCC, PCC acknowledges that the City may seek reimbursement for its response costs from the State of Colorado in accordance with applicable state of Colorado and federal law.

4.2 To the extent applicable and permitted by law, PCC shall fully comply with the provisions of Title III of the Superfund Amendments and Reauthorization Act of 1986, as amended.

4.3 At least once each year, PCC shall file with the City's Fire Chief a report containing the following:

(a) a list of all hazardous substances located upon the grounds of the facilities and buildings of PCC, including an Emergency and Hazardous Chemical Inventory on approved 0MB forms,

(b) the locations where such hazerdous substances are stored,

(c) MSDS sheets for all such substances, and

(d) PCC's current spill prevention plan.

A copy of the report shall also be maintained by PCC and made available for inspection during annual inspections and at the time of any hazardous substance incident. The City may store such information in its CAD Dispatch data system and in any GIS system in which the City maintains hazardous substance information for emergency response personnel and may use such information in the event of any assistance or response to the PCC's Facilities.

5.0 PCC Designations and Identifications.

5.1 PCC hereby designates the individuals on Attachment "A", which is restated and incorporated herein, as the individuals who are authorized by the PCC to request assistance from the City as provided in this MOU. PCC may from time to time designate new individuals by revising Attachment "A" and delivering a copy to the City at least thirty (30) days before the effective date of designation and stating that the revised Attachment "A" relates to this MOU. All revisions shall thereafter supersede all prior versions of Attachment "A".

5.2 PCC hereby identifies the buildings and facilities listed on the Attachment "B", which is restated and incorporated herein, as the buildings and facilities covered by this MOU. PCC may from time to time identify new buildings and facilities, including proposed buildings and facilities, by revising Attachment "B" and delivering a copy to the City at least five (5) days before the effective date of identification and stating that the revised Attachment "B" relates to this MOU; said revisions shall thereafter supersede all prior versions of Attachment "B". PCC stipulates, acknowledges, and agrees that the City's coordination of fire inspection, fire protection and emergency medical services shall only extend to the buildings and facilities set forth in the Attachment "B".

6.0 This MOU is not intended, nor shall it be construed, to create, affect, or extend the legal responsibilities or liabilities of the parties hereto except as expressly stated herein, nor to create or extend any legal rights or remedies whatsoever to or for the benefit of any other person or entity.

7.0 Nothing in this MOU shall be deemed to delegate or be constituted as the delegation or assignment of power or authority of either party to the other party.

8.0 Nothing contained herein shall authorize any City employee to contract for materials or services on behalf of the City unless such authorization has been expressly granted by the Pueblo City Council unless the expenditure is one permitted by virtue of a duly adopted budget and made by a person authorized to make such expenditures.

9.0 All personnel and equipment provided by the City pursuant to the provisions of this MOU shall be covered only by the liability, damage, workers' compensation, and/or other insurance coverage, if any, of the City, and such personnel shall, while engaged in the performance of services under this MOU, retain all rights, privileges and immunity of, and be deemed to be engaged in the service and employment of the City. All of the PCC's officers and employees performing any functions under the provisions of this MOU shall likewise be covered only by the liability, damage, workers' compensation and/or other insurance covered, if any, of the State, and shall remain the PCC employees and not employees nor agents of the City. Under no circumstances shall the City be responsible for the personal injury or death to any employee or to any person in the custody or care of the PCC.

10.0 Either party may terminate this MOU, without cause, at any time upon thirty (30) days' prior written notice to the other party.

11.0 The provisions set forth in this MOU, and all Exhibits and attachments thereto, constitute the entire and complete agreement of the Parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this MOU, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the District and the City.

12.0 This MOU and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Colorado. The location for settlement of any and all claims, controversies, disputes, arising out of or relating to any part of this MOU, or any breach hereof, shall be in Pueblo County, Colorado. The Parties agree to comply with all applicable federal, state, local laws, and ordinances, together with those sections of the Pueblo Municipal Code applicable to fire protection.

13.0 MISCELLANEOUS:

a. If any sentence, phrase, paragraph, provision or portion of this MOU is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

b. This MOU may be executed in two or more counterparts, each of with 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 Email delivery of a ".pdf" format date file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf' signature page were an original thereof.

c. Notwithstanding any statement contained herein, neither party waives or intends to waive the immunity protections provided to the the parties and their employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

14.0 Notices required by this Agreement shall be mailed to:

City of Pueblo	**PUEBLO COMMUNITY COLLEGE**
Fire Chief Pueblo Fire Department 1551 Bonforte Blvd Pueblo, CO 81001	_____ _____ _____

Payments required by this Agreement shall be mailed to:

Department of Finance
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Commented [BH1]: From Pcc:
13.c, I would make that section mutual to both the City and PCC.

Let me know if you need anything else!
Mary Nero

**********Remainder of Page Intentionally Left Blank**********

WHEREOF, the duly authorized representatives of each of the Parties hereto have executed this instrument the date and year written above.

ATTEST:

CITY OF PUEBLO,
A COLORADO MUNICIPAL CORPORATION

_____

City Clerk

By _____

Mayor

APPROVALS:

STATE OF COLORADO, Jared Polis, Governor

PUEBLO COMMUNITY COLLEGE, President

By _____

Title _____

Attachment “A”

_____, Director of Operations Pueblo Community Collage

_____, Chief Administrative Officer

Attachment “B”

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 25, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Jeff Shaw
PEDCO
Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE (1) APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND TRUSSWORKS OPERATIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RELATING TO A JOB CREATING CAPITAL IMPROVEMENT PROJECT AND (2) APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE AND CORRESPONDING SPECIAL WARRANTY DEED BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND TRUSSWORKS OPERATIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RELATING TO A PARCEL OF IMPROVED LAND LOCATED IN THE AIRPORT INDUSTRIAL PARK AND (3) APPROVING TRANSFERRING ONE MILLION FOUR HUNDRED SIXTY-TWO THOUSAND DOLLARS ($1,462,000) FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND FOR THE PURPOSE OF THE CITY OF PUEBLO'S COMPLIANCE WITH SAID EMPLOYMENT AGREEMENT

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign the following agreements:

- Employment Agreement between the City of Pueblo and Trussworks Operations, LLC, a Delaware limited liability company ("Trussworks");
- Contract to Buy and Sell Real Estate between the City of Pueblo and Trussworks Operations, LLC, a Delaware limited liability company;
- Special Warranty Deed transferring 33850 United Ave., Pueblo, CO to

Trussworks

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Trussworks is a manufacturing company based in Texas, which makes roof trusses, floor tresses, and wall panels to support residential and multifamily builders in multiple states. They are looking to expand their operations into the Mountain West states to support their growth.

To facilitate their growth, Trussworks seeks to purchase the property located at 33850 United Avenue in the Airport Industrial Park (the "Property"). The Property provides access to rail and space for Trussworks to expand its manufacturing facility. The Property currently has an older building situated on the site which can be used temporarily by Trussworks until it can complete the construction of a new manufacturing facility. Trussworks intends to invest at least $6,000,000 in fixed assets on the Property. In addition, Trussworks plans to employee, on or after the Employee Commitment Date of August 1, 2028, a minimum of 65 full-time employees for not less than thirty-five (35) hours per week with an average annual salary for full-time employees of not less than $54,300 plus benefits.

Section 14-4-85.5 of the Pueblo Municipal Code ("Criteria Ordinance") provides that the City Council may authorize the expenditure of monies from the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund ("Half-Cent Tax Fund") for the acquisition of land and construction of so-called shell buildings or the acquisition, remodeling and renovation of existing buildings for the purpose of making such buildings available for applicants or potential applicants who meet the standards and criteria of this Chapter.

FINANCIAL IMPLICATIONS:

With respect to the Real Property Conveyance Agreement, the City has agreed to transfer $1.1 Million dollars from the Half-Cent Tax Fund to Trussworks for the purchase of the Property. Thereafter the remaining funds will be disbursed as follows:

- $330,000 upon proof that Trussworks has invested at least $6M in fixed assets in the Facility; and
- Up to $32,000 to reimburse Trussworks for employee training at $800 per job.

Any moneys not disbursed at the expiration of the Employment Agreement shall revert back to the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, Trussworks will not locate its new facility in Pueblo, CO.

RECOMMENDATION:

The Pueblo Economic Development Corporation recommends approval of this Ordinance.

ATTACHMENTS:

1. Employment Agreement
2. Contract to Buy Real Property
3. Exhibit 1 -- Special Warranty Deed
4. Exhibit 2 - Employment Agreement
5. Exhibit 3 -- Deed of Trust

ORDINANCE NO.

AN ORDINANCE (1) APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND TRUSSWORKS OPERATIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RELATING TO A JOB CREATING CAPITAL IMPROVEMENT PROJECT AND (2) APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE AND CORRESPONDING SPECIAL WARRANTY DEED BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND TRUSSWORKS OPERATIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RELATING TO A PARCEL OF IMPROVED LAND LOCATED IN THE AIRPORT INDUSTRIAL PARK AND (3) APPROVING TRANSFERRING ONE MILLION FOUR HUNDRED SIXTY-TWO THOUSAND DOLLARS ($1,462,000) FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND FOR THE PURPOSE OF THE CITY OF PUEBLO'S COMPLIANCE WITH SAID EMPLOYMENT AGREEMENT

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

SECTION 1.

The City Council finds and determines that the expenditure of $1,462,000 for the purchase of the property located at 33850 United Ave., Pueblo, CO in the Pueblo Industrial Park and for a job creating capital improvement project with Trussworks Operations, LLC, a Delaware limited liability company ("Trussworks") described in the attached Contract to Buy and Sell Real Estate and Employment Agreement is for a public purpose and in furtherance of a municipal function and will create employment opportunities justifying the expenditure of public funds. The City Council further finds the incentives granted to the Trussworks hereby meet the standards established by Section 14-4-85 of the Pueblo Municipal Code.

SECTION 2.

The following agreements, all dated September 8, 2025, copies of which are attached hereto and are incorporated herein by this reference, having been approved as to form by the City Attorney, are hereby approved:

- Employment Agreement between the City of Pueblo and Trussworks Operations, LLC, a Delaware limited liability company ("Trussworks");
- Contract to Buy and Sell Real Estate between the City of Pueblo and Trussworks Operations, LLC, a Delaware limited liability company;
- Special Warranty Deed; and
- Deed of Trust

The Mayor is authorized to execute and deliver said agreements in the name of the City and the City Clerk is authorized to fix the seal of the City thereto and attest same. The Mayor is further authorized to execute and deliver a Special Warranty Deed and related documents at closing,

transferring 33850 United Ave., Pueblo, CO to Trussworks.

SECTION 3.

Funds in the aggregate amount of $1,462,000 are hereby authorized to be transferred, expended and made available out of the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund for the sole purpose of the job creating capital improvement project authorized herein and in the manner described in the attached Contract to Buy and Sell Real Estate and Employment Agreement. The funds hereby authorized to be transferred and expended shall be released, disbursed and paid by the City's Director of Finance as specified in the attached Employment Agreement.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

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

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into this 8th day of September, 2025 by and between the City of Pueblo, a Colorado municipal corporation (the "City") and Trussworks Operations LLC, a Delaware limited liability company (the "Company"). The Company and the City are referred to collectively in this Agreement as the "Parties" and individually, without differentiation, each as a "Party."

WHEREAS, the Company has expressed a willingness to establish a manufacturing center and business administration offices for the Company's truss manufacturing business at the City's Airport Industrial Park, and in furtherance thereof has, through the Pueblo Economic Development Corporation ("PEDCO"), made application for funds from the City; and

WHEREAS, PEDCO has recommended to the City Council that City approve such application, and

WHEREAS, the Mayor and City Council, based on PEDCO's recommendation, has approved such application and will make funds available to Company subject to and upon the terms and conditions of this Agreement; and

WHEREAS, Company's business plan, as it pertains to Pueblo County, is centered on the commercial manufacture of trusses for distribution outside of Pueblo County ("Company's Business"), and

WHEREAS, the City has determined that Company's Business will create primary jobs and will not materially and substantially compete with any existing activity or business within the City; and

WHEREAS, in connection with its application, the Company has committed to: (i) invest approximately Six Million Dollars ($6,000,000) in fixed assets in a manufacturing facility located within the City's Airport Industrial Park: and (ii) provide the employment described in Section 4 of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Company agree as follows:

1. The following terms as used in this Agreement shall have the following meaning unless the context clearly indicates otherwise:

"Property Contract" means the Contract to Buy and Sell Real Estate dated of even date herewith and relating to the Property commonly known as 33850 United Ave., Pueblo, CO 81001.

"Employment Commitment Date" means August 1, 2028.

"Facility" means the current building and real property located at the Pueblo Memorial Airport Industrial Park, having a street address of 33850 United Ave, Pueblo, Colorado, 81001, wherein Company will conduct its business operations.

"Full-Time Employee" means a person who actually performs work at the Facility for not less than thirty-five (35) hours per week at an average annual salary of not less than $54,300 per year plus benefits, employed by the Company or new employees hired as a result of recruiting.

"Per Employee Payment" means an amount equal to (a) the Total Funds Advanced *divided by* 65 (i.e. the Full Time Employees subject to the Employment Commitment), *divided by* (b) 28 (i.e. the number of Quarters in the Repayment Period).

"Property" means the real property in Pueblo County, Colorado having the following legal description:

LOT 67, PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUB, FORMERLY 03-000-01-001

also known by street and number as 33850 United Ave, Pueblo, CO 81001.

"Quarter" means three consecutive calendar months commencing January 1, April 1, July 1 and October 1 of each calendar year.

"Quarterly Employees" means the sum of the aggregate number of Full -Time Employees on each business day of a Quarter, divided by the number of business days in such Quarter.

"Repayment Reduction" means for each Quarter an amount equal to the Total Funds Advanced *divided by* 28 (i.e. the number of Quarters in the Repayment Period). For example, if the Total Funds Advanced equals $1,462,000, the Repayment Reduction would be $1,462,000.00 ÷ 28 = $52,214.29

2. If Company is not in default under this Agreement, City will advance to or for the benefit of Company (each such advance, a "Funds Advance" and all such cumulative advances the "Total Funds Advanced") funds in the amount of One Million Four Hundred Sixty-two Thousand Dollars ($1,462,000.00) (the "City Funds"), subject to and contingent upon the following conditions and covenants which Company agrees to perform and comply with:

(a) Company shall comply with all terms and conditions of the Property Contract. So long as Company has complied with all terms and conditions of this Agreement and the Property Contract, the "closing" of the sale of the Facility by City to Company shall take place within thirty (30) days of approval of this Employment Agreement and the Property Contract.

(b) Within fourteen (14) days of the date of this Agreement, Company shall file in the office of the City Clerk copies of the following:

(i) Company's certificate or other evidence of authority to transact business in the State of Colorado issued by the Colorado Secretary of State,
(ii) certified copies of the resolutions of the governing board of Company approving this Agreement and the Property Contract and authorizing its officers to execute and deliver said documents in the name of Company, and
(iii) this Agreement and the Property Contract executed by authorized officers of Company.

The date of the last to occur of the filings required under (i), (ii) and (iii) of this Section 2(b) shall be referred to herein as the "Closing." If Closing does not occur on or before September 30, 2025, or such later date as Company and City shall mutually agree, City, at its sole option, may terminate this Agreement and City and Company shall thereafter be released and discharged from all obligations hereunder.

(c) Provided Company is in compliance with this Agreement and the Property Contract, the City Funds shall be distributed as follows:

(i) City Funds in the amount of One Million One Hundred Thousand dollars ($1,100,000) shall be distributed to Company at, or immediately prior to closing on the Property Contract.
(ii) City Funds in the amount of $330,000 shall be distributed to Company upon Company providing documentation sufficient to prove it has invested at least Six Million dollars ($6,000,000) in fixed assets in the Facility. Any funds not disbursed prior to the expiration or default of this Agreement shall remain with the City and no longer be available to Company.
(iii) City Funds up to Thirty-two Thousand dollars ($32,000) shall be distributed to reimburse Company for employee training at $800 per job upon Company providing documentation sufficient to prove the amount of reimbursement requested correlates to new training provided to new employees. Reimbursement may be made in a lump sum or over time upon request. Any funds not disbursed prior to the expiration or default of this Agreement shall remain with the City and no longer be available to Company.

3. Company acknowledges and agrees that the primary purpose of City in entering into this Agreement and the sole benefit to the City for making City Funds available to Company hereunder is the creation of jobs. Therefore, Company represents, covenants, and agrees that it will after the date of this Agreement continuously conduct its business operations and employ Full -

Time Employees at the Facility as follows:

(a) During the period from the date of this Agreement to the Employment Commitment Date, Company shall use its commercially reasonable efforts in good faith to employ residents of Pueblo County as Full-Time Employees, as reasonably justified by its business operations, including without limitation, engaging in reasonable programs and posting of employment openings in the City; and

(b) On and after the Employment Commitment Date, Company shall employ not less than Sixty Five (65) Full-Time Employees physically at the Facility (the "Employment Commitment"), with an average annual salary of Fifty-four Thousand Three Hundred dollars $54,300 plus benefits; and

(c) To the extent reasonably possible, engage engineers, architects, contractors and suppliers whose principal places of business are located in Pueblo County, Colorado, in all construction work for or related to the Facility.

4. Notwithstanding anything contained in this Agreement to the contrary, if Company shall for any reason default in its Employment Commitment set forth in Paragraph 3, Company shall repay to City a pro-rata share of the City Funds advanced by City under Paragraph 2 hereof based upon the number of Full-Time Employees employed by Company at the Facility (the "Repayment Obligation"), as follows:

(a) During the seven (7) year period starting on the Employment Commitment Date and ending eighty-four (84) months thereafter (the "Repayment Period"), Company shall pay to City an amount each Quarter equal to the Quarterly Employees less than Sixty Five (65) Full - Time Employees employed at the Facility by Company multiplied by the Per Employee Payment (the "Company's Quarterly Payments"). For example, if for the second Quarter of the third year after the Employment Commitment Date the Total Funds Advanced equals $1,462,000 and such Quarterly Employees is 60, the amount payable by Company to City on or before the fifteenth (15th) day of the next calendar month would be (65 - 60) x $803.30 = $4,016.50.

(b) Company's Quarterly Payments, if any, shall be paid to the City without notice, demand, deduction or setoff on or before the fifteenth (15th) day of the month after the end of each Quarter during the Repayment Period and for one month thereafter at the office of the Director of Finance of City, 1 City Hall Place, Pueblo, Colorado, 81003, or such other person or location as the City may designate. All past due Company's Quarterly Payments shall bear interest at the rate of eight percent (8%) per annum ("Default Rate") until paid.

(c) Within fifteen (15) days after the end of each Quarter after the Employment Commitment Date and for one calendar month after the Repayment Period, Company will submit to City's Director of Finance Company's statements showing the Quarterly Employees and their aggregate salaries for the preceding Quarter and the basis upon which Quarterly Employees and

Company's Quarterly Payment, if any, were computed, certified by an officer of the Company to be true and correct. For purposes of verifying such employment, City shall have access to Company's records relating to Company's employees employed at the Facility. Except in the event of any action filed by City to enforce this Agreement, City shall treat such information as confidential and shall not disclose (except pursuant to a subpoena or court order) such information to any party other than those City employees who have a need to know such information.

(d) Subject to the provisions of Paragraph 6, if Company defaults in the performance of its Repayment Obligation and such default is not cured within sixty (60) days after written notice specifying the default is given by City to Company, then in such event, City may declare the entire balance of Company's Repayment Obligation due and owing together with interest thereon from the date of default at the Default Rate, and for such purpose, the entire balance of Company's Repayment Obligation shall be the amount calculated pursuant to Paragraph 4(e). Company's Repayment Obligation is absolute and unconditional and shall not be abated, reduced, diminished, modified, withheld, or otherwise offset for any cause or reason whatsoever.

(e) Except as otherwise provided in Paragraphs 7 and 13 hereof, City's damages for breach of Company's Employment Commitment or Repayment Obligation shall not exceed Total Funds Advanced plus interest and costs of collection including reasonable attorneys' fees, provided, however, that the Total Funds Advanced shall be reduced by the Repayment Reduction for each Quarter Company meets its Repayment Obligation during the Repayment Period by either (i) employing sixty-five (65) Quarterly Employees at the Facility, or (ii) paying Company's Quarterly Payments as provided in Paragraph 4(a) above for such Quarter.

5. All City Funds advanced to Company by City under this Agreement shall be deemed to be a debt of Company payable to City until Company performs and discharges its obligations hereunder including its Repayment Obligation contained in Paragraph 4. The Company's performance under this Agreement including its Repayment Obligation contained in Paragraph 4 shall be secured by a Deed of Trust encumbering the Facility and Property. Company covenants with and warrants to the City that the Deed of Trust shall constitute a first priority lien or encumbrance and that there are and will be no senior liens or encumbrances against the Facility and Property. The form and content of the Deed of Trust shall be subject to the prior reasonable approval of counsel for the City and the Company.

6. (a) Prior to instituting any proceeding to enforce Company's Repayment Obligation under Paragraph 4, City shall notify Company in writing of its intention to institute such proceedings. Company may request relief from its Repayment Obligation by delivering to City within thirty (30) days after date of City's notice, Company's written request for relief specifying the grounds upon which such relief is sought together with documents supporting said grounds. Within ninety (90) days after receipt of Company's request, City will schedule a meeting with the City Council at which Company must appear. City will notify Company of the time and place of the meeting at least ten (10) days before the meeting. Failure of Company to timely deliver its complete written request for relief or to appear at the scheduled meeting with the City Council shall

entitle City to immediately institute proceedings to enforce Company's Repayment Obligation.

(b) City Council may or may not, in its sole and absolute discretion, relieve Company, in whole or in part, from Company's Repayment Obligation. Any action taken by the City Council relating to a request for relief shall be final and binding on Company, and shall not be subject to judicial review. Any such action by City Council is, and shall constitute, a legislative measure. Nothing contained in this Paragraph 6 shall grant or be construed to grant to Company any right or claim to relief from its Repayment Obligation or a hearing with respect thereto.

(c) No delay by the City in scheduling a meeting, or failure by City to exercise its right to enforce this Agreement, including Company's Repayment Obligation, and no partial or single exercise of that right, shall constitute a waiver of that right.

7. In the event of any litigation arising under this Agreement, the court shall award to, and the prevailing party shall recover its costs together with all internal and out-of-pocket expenses of any kind relating to the litigation including, but not limited to, reasonable attorney fees. Exclusive venue for any such litigation shall be in Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado and each party hereby submits to the jurisdiction of such District Court. To the full extent allowed by law, each party waives its right to a jury trial.

8. This Agreement expresses the entire understanding of the parties and supersedes and abrogates any and all prior dealings and commitments, whether oral or written, with respect to the subject matter of this Agreement and may not be amended or modified except in writing signed by City and Company. Any waiver of any provision of this Agreement must be in writing and signed by the party whose rights are being waived. No waiver of any breach of any provision hereof shall be or be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement. The failure of either party to enforce or seek enforcement of the terms of this Agreement following any breach shall not be construed as a waiver of such breach.

9. This Agreement shall be construed in accordance with and be governed by the laws of the State of Colorado without regard to conflict of law principles.

10. Any notices hereunder shall be sufficiently given if given in writing personally or mailed by first class, registered, or certified mail, postage prepaid, addressed:

(a) if to City, Mayor, City of Pueblo, 1 City Hall Place, 2nd Floor, Pueblo, Colorado, 81003, with copy to City Attorney, 1 City Hall Place, 3rd Floor, Pueblo, Colorado, 81003, or

(b) if to the Company, Attn: CEO of Trussworks Operations LLC, 1610 West 10th Street, Caldwell, TX, 77836, with a copy to Joseph N. Briers, Bruchez & Goss, P.C., 3740 Copperfield Dr STE 200, Bryan, TX 77802.

or to such other person or address as either party shall specify in written notice given to the other party pursuant to the provisions of this Paragraph 10. Notice shall be effective (i) upon receipt if delivered personally, or (ii) three (3) business days after deposit in the mails, if mailed.

11. Time is of the essence hereof. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided Company may not assign this Agreement or any interest herein without the express written consent of the City, which may be granted or denied at its sole and absolute discretion. Any assignment or attempted assignment of this Agreement by Company without such consent shall be null and void. No assignment of this Agreement or any interest herein by Company shall release or discharge Company from any of its obligations under this Agreement unless otherwise agreed by City at the time consent to assignment is given.

12. The persons signing this Agreement in the name of and on behalf of Company represent and warrant that they and Company 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 Company enforceable against Company in accordance with its terms.

13. Company represents and warrants that no person, entity, or organization has been employed or retained or will receive or be paid, directly or indirectly, any commission, percentage, contingent fee or any other remuneration payment or receipt of which is contingent upon approval of this Agreement by City or City's advancement of City Funds to Company hereunder. For breach or violation of this warranty, City shall have the right to terminate this Agreement, or recover the full amount of such commission, percentage, contingent fee or other remuneration, or to seek such other remedies legally available to City, which remedies shall be cumulative.

14. In no event shall City, its officers, agents or employees be liable to Company for damages, including without limitation, compensatory, punitive, indirect, special or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by City or the failure or delay of City in the performance of any covenant or provision under this Agreement on its part to be performed. In consideration of City entering into this Agreement, Company hereby waives and discharges City, its officers, agents and employees from all claims for any and all such damages. No breach, default, delay or failure of City under this Agreement shall be or be construed to be a waiver, discharge or release of Company's Repayment Obligation under Paragraph 4 hereof with respect to the amount of City Funds actually advanced or paid by City to or for the benefit of Company pursuant to Paragraph 2 hereof.

15. In no event shall either Party, their respective officers, agents, or employees be liable to the other for punitive damages resulting from or arising out of the breach of this Agreement or the failure or delay in the performance of any covenant or provision under this Agreement.

16. If any provision of this Agreement is declared by a court of competent jurisdiction

to be invalid or unenforceable, such determination shall not affect the other provisions of this Agreement which shall remain in full force and effect.

17. Neither party shall be, or hold itself out as, agent of the other or as partners or joint venturers under this Agreement.

18. Each party acknowledges that this Agreement was fully negotiated by the parties and, therefore, no provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision.

19. The provisions of this Agreement are for the exclusive benefit of the parties hereto and their successors and permitted assigns, and no third party shall be a beneficiary, or have any rights by virtue of, this Agreement.

20. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed for all purposes to be an original, and all such counterparts shall together constitute but one and the same original.

Executed at Pueblo, Colorado, this ____day of September, 2025.

City of Pueblo, Colorado

a Colorado Municipal Corporation

[S E A L]

Attest:_____ By_____
City Clerk Heather Graham
Mayor

Trussworks Operations LLC,
a Delaware limited liability Company

By _____

Name: _____

Title: Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of September, 2025 by _____ as Manager of Trussworks Operations LLC a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: _____.

[S E A L]

_____
Notary Public

CONTRACT TO BUY AND SELL REAL ESTATE

THIS CONTRACT ("**Agreement**") is made the 8th day of September 2025, between the City of Pueblo, a Colorado municipal corporation (hereinafter called the "**Seller**"), and Trussworks Operations LLC, a Delaware limited liability company (hereinafter called the "**Purchaser**").

1. Property Defined. The Seller agrees to sell and convey to the Purchaser, and the Purchaser agrees to purchase from the Seller, all that certain plat, piece, and improved parcel of land having the following legal description:

LOT 67, PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUB, FORMERLY 03-000-01-001

also known by street and number as 33850 United Ave, Pueblo, CO 81001.

(the "**Property**"). The Property shall be conveyed by Special Warranty Deed ("**Deed**") a form of which, marked as **Exhibit 1**, is attached hereto and incorporated herein by reference. The Property shall be conveyed subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way and conditions of record and zoning and subdivision regulations and resolutions of the City of Pueblo and the Permitted Exceptions (as hereinafter defined), which shall be listed as exceptions in **Exhibit A** to the Special Warranty Deed, subject to satisfaction of the conditions listed in Paragraph 4 of this Agreement.

2. Purchase Price. Seller and Purchaser agree that the total purchase price shall be One Million Four Hundred Sixty-two Thousand Dollars (U.S. $1,462,000.00), to be paid as provided in, and subject to, Paragraph 3 below (the "**Purchase Price**").

3. Payment of Purchase Price. The Purchase Price for the Property shall be payable as follows:

(a) One Million One Hundred Thousand Dollars (U.S. $1,100,000.00) in cash or certified funds payable on the Closing Date (as defined in Paragraph 6 below);

(b) As agreed to in that certain Employment Agreement between Seller and Purchaser of even date herewith ("**Employment Agreement**"), at Closing (as hereinafter defined), Purchaser shall deliver to Seller a duly executed (i) Employment Agreement and (ii) Deed of Trust to the Property in the principal amount of One Million Four Hundred Sixty-two Thousand Dollars ($1,462,000.00). The Employment Agreement and Deed of Trust are attached hereto as **Exhibit 2** and **Exhibit 3** respectively and are incorporated herein by this reference. Purchaser covenants with and warrants to the Seller that the Deed of Trust shall constitute a first priority lien or encumbrance and that there are and will be no senior liens or encumbrances against the Property. As agreed to in the Employment Agreement, during the seven (7) year period starting on the Employment Commitment Date (as defined in the Employment Agreement) and ending eighty-four (84) months thereafter (the "**Repayment Period**") the principal balance of the Deed of Trust

will be decreased on a quarterly basis consistent with the Purchaser's compliance with its Employment Commitment as set forth in Section 3 of the Employment Agreement. The format of the Deed of Trust shall be prepared by the Seller and shall require the consent of the Purchaser, which consent shall not be arbitrarily withheld, conditioned or delayed.

4. Real Property Taxes. General real property taxes and assessments for tax year 2025, if any, shall be prorated and paid at Closing to the Purchaser on the basis of the 2024 tax year.

5. Title Commitment and Policy. Within ten (10) days of the date hereof and, in any event, at least twenty (20) days prior to the Closing Date, Seller shall order and obtain, and deliver to Purchaser, at Seller's expense, a current commitment for extended coverage title insurance in the amount of the Purchase Price, together with legible copies of all documents listed as exceptions therein, and a current certificate of taxes due with respect to the Property, from a title company selected by Seller, and reasonably acceptable to Purchaser, authorized to issue title insurance in the state of Colorado (the "**Title Company**"), on the current standard form of extended ALTA Owners Policy (collectively, the "**Title Commitment**"). The Title Company shall promptly provide copies of any amendments or modifications of the Title Commitment to Purchaser. Purchaser shall have the right to review the Title Commitment, the title documents and the survey and notify Seller in writing of any title objections to the title exceptions set forth in the Title Commitment and any objections to items shown on the survey. Seller shall have five (5) days from receipt of notice of such objections within which to eliminate or modify (or agree in writing to so eliminate or modify) any such unacceptable exceptions or items to the reasonable satisfaction of Purchaser, but Seller shall have no obligation whatsoever to so eliminate or modify any such unacceptable exceptions or items. In the event that Seller is unable or unwilling to eliminate or modify (or agree in writing to so eliminate or modify) such unacceptable items to the reasonable satisfaction of Purchaser on or before the expiration of said five (5) day period, Seller shall notify Purchaser in writing of such fact within said five (5) day period or be deemed to have so notified Purchaser with respect to all such unacceptable items not theretofore cured upon the fifth (5th) day of said period. In such event, Purchaser shall, prior to the Closing Date either (i) waive such objections and accept title to the Property subject to title exceptions set forth in the Title Commitment and items shown on the survey to which Purchaser did not object and to such unacceptable items (the "**Permitted Exceptions**"), or (ii) terminate this Agreement by written notice to Seller, whereupon this Agreement shall automatically be terminated and of no further force and effect, except as otherwise expressly set forth herein. At Closing or as soon as reasonably practicable after Closing, the Title Company shall issue and deliver to Purchaser the owner's title insurance policy referred to above (the "**Title Policy**"), issued by the Title Company insuring Purchaser's title to the Property consistent with the Title Commitment subject only to taxes and assessments for the year of Closing and subsequent years, and the Permitted Exceptions. At Closing, Seller shall pay the premium for the Title Policy. Purchaser may obtain such other endorsements to the Title Policy as Purchaser desires, at the expense of Purchaser, except for endorsements obtained at Seller's cost. Seller shall provide such affidavits or certificates, and pay such expenses, as may be required by the Title Company to remove all liens, including, without limitation, mechanics' or materialmen's liens, as exceptions to the Title Policy.

6. Closing Time and Place. Closing of the transaction contemplated hereby ("**Closing**") shall be held at the offices of Land Title, 503 N. Main St., Ste. 2, Pueblo, Colorado 81003 at a date and time as agreed by Seller and Purchaser. Each of the parties hereby authorizes Land Title to close this transaction and each agrees to be responsible for one-half (1/2) of the closing fee charged by Land Title.

7. Closing Costs. All other costs and expenses incident to this transaction and the Closing thereof shall be paid by the party incurring same.

8. Leases or other Contracts. Seller warrants that there are no leases, contracts or agreements applicable to or affecting the Property, entered into by Seller, and that to the best of Seller's actual knowledge there are no other leases, contracts or agreements entered into by any third party applicable to or affecting the Property, which are or will be in force and effect on the date of Closing.

9. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILTY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN SELLER'S SPECIAL WARRANTY OF TITLE TO BE SET FORTH IN THE SPECIAL WARRANTY DEED), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING, BUT NOT LIMITED TO, HAZARDOUS MATERIALS CONTAMINATION), UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE SPECIAL WARRANTY OF TITLE TO BE SET FORTH IN THE SPECIAL WARRANTY DEED, UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS." PURCHASER AND SELLER AGREE THAT THE PROVISIONS OF THIS PARAGRAPH 9 SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT AND THE RECORDING OF THE SPECIAL WARRANTY DEED HEREUNDER.

10. Seller and Purchaser agree that the provisions of this Agreement shall survive Closing and the recording of the Deed.

11. All understandings and agreements heretofore had between the parties hereto are merged into this Agreement and the Employment Agreement, which together fully and completely express their agreement, and this Agreement and the Employment Agreement are entered into after full investigation, neither party relying upon any statement or representation, not embodied in this

Agreement or the Employment Agreement, made by the other.

12. This Agreement may not be changed or terminated orally.

13. The provisions in this Agreement are to apply to and bind, and inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the respective parties.

14. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

15. Applicable Law. THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF COLORADO. SELLER AND PURCHASER HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE DISTRICT COURT, PUEBLO COUNTY, STATE OF COLORADO IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN THE DISTRICT COURT OF PUEBLO COUNTY, STATE OF COLORADO. PURCHASER AND SELLER AGREE THAT THE PROVISIONS OF THIS PARAGRAPH 15 SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT AND THE RECORDING OF THE SPECIAL WARRANTY DEED HEREUNDER. TO THE FULL EXTENT PERMITTED BY LAW, PURCHASER AND SELLER WAIVE THEIR RIGHTS TO A TRIAL BY JURY.

16. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser, and their respective heirs, executors, administrators, successors and assigns only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

17. The following schedules or exhibits attached hereto shall be deemed to be an integral part of this Agreement:

Exhibit 1 – Form of Special Warranty Deed
Exhibit 2 – Employment Agreement
Exhibit 3 – Form Deed of Trust

18. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

19. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this

Agreement or any exhibits or amendments hereto.

20. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

21. Neither party shall record this Agreement or any short form memorandum of this Agreement.

Executed at Pueblo, Colorado, the day and year first above written.

SELLER:

CITY OF PUEBLO, CO
A MUNICIPAL CORPORATION

ATTEST BY:

By: _____
Heather Graham, Mayor

_____
City Clerk

PURCHASER:

Trussworks Operations LLC
a Delaware Limited Liability Company

By: _____
Name: _____
Title: Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of September, 2025 by _____ as Manager of Trussworks Operations LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: _____.

[S E A L]

_____
Notary Public

SPECIAL WARRANTY DEED

THIS DEED is dated _____, 20__, and is made between PUEBLO, a Municipal Corporation, whose address is One City Hall Place, 3rd Floor, Pueblo, CO 81003, the "Grantor," and Trussworks Operations, LLC, a Delaware limited liability company, whose legal address is 1610 West 10th Street, Caldwell, TX 77836, the "Grantee."

WITNESS, that the Grantor, for and in consideration of the sum of One Million Four Hundred Sixty-two Thousand dollars ($1,462,000), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's successors and assigns forever, all the real property, together with any improvements thereon, located in the County of Pueblo and State of Colorado, described as follows:

LOT 67, PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUB, FORMERLY 03-000-01-001

also known by street and number as 33850 United Ave, Pueblo, CO 81001.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee's successors and assigns forever. The Grantor, for itself and its successors and assigns, does covenant and agree that the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, *but not any adjoining vacated street or alley, or other right-of-way that adjoins the real property,* in the quiet and peaceable possession of the Grantee and the successors and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor except and subject to Statutory Exceptions and those created by acts or any default of Grantee and subject to those matters disclosed on Exhibit A attached hereto and made a part hereof by this reference.

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed, on the date set forth above.

GRANTOR:

ATTEST:

PUEBLO, a Municipal Corporation

_____
City Clerk

By:_____
Name:
Title: Mayor

STATE OF COLORADO)
) ss.
County of Pueblo)

The foregoing instrument was acknowledged before me this __ day of _____, 20__, by _____, Mayor of Pueblo, a Municipal Corporation.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

_____
If applicable, Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)

EXHIBIT A

EXCEPTIONS -- NONE

EXHIBIT 2
to Contract to Buy and Sell
Real Estate

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into this 8th day of September, 2025 by and between the City of Pueblo, a Colorado municipal corporation (the "City") and Trussworks Operations LLC, a Delaware limited liability company (the "Company"). The Company and the City are referred to collectively in this Agreement as the "Parties" and individually, without differentiation, each as a "Party."

WHEREAS, the Company has expressed a willingness to establish a manufacturing center and business administration offices for the Company's truss manufacturing business at the City's Airport Industrial Park, and in furtherance thereof has, through the Pueblo Economic Development Corporation ("PEDCO"), made application for funds from the City; and

WHEREAS, PEDCO has recommended to the City Council that City approve such application, and

WHEREAS, the Mayor and City Council, based on PEDCO's recommendation, has approved such application and will make funds available to Company subject to and upon the terms and conditions of this Agreement; and

WHEREAS, Company's business plan, as it pertains to Pueblo County, is centered on the commercial manufacture of trusses for distribution outside of Pueblo County ("Company's Business"), and

WHEREAS, the City has determined that Company's Business will create primary jobs and will not materially and substantially compete with any existing activity or business within the City; and

WHEREAS, in connection with its application, the Company has committed to: (i) invest approximately Six Million Dollars ($6,000,000) in fixed assets in a manufacturing facility located within the City's Airport Industrial Park: and (ii) provide the employment described in Section 4 of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Company agree as follows:

1. The following terms as used in this Agreement shall have the following meaning unless the context clearly indicates otherwise:

"Property Contract" means the Contract to Buy and Sell Real Estate dated of even date herewith and relating to the Property commonly known as 33850 United Ave., Pueblo, CO 81001.

“Employment Commitment Date” means August 1, 2028.

"Facility" means the current building and real property located at the Pueblo Memorial Airport Industrial Park, having a street address of 33850 United Ave, Pueblo, Colorado, 81001, wherein Company will conduct its business operations.

“Full-Time Employee” means a person who actually performs work at the Facility for not less than thirty-five (35) hours per week at an average annual salary of not less than $54,300 per year plus benefits, employed by the Company or new employees hired as a result of recruiting.

“Per Employee Payment” means an amount equal to (a) the Total Funds Advanced *divided by* 65 (i.e. the Full Time Employees subject to the Employment Commitment), *divided by* (b) 28 (i.e. the number of Quarters in the Repayment Period).

“Property” means the real property in Pueblo County, Colorado having the following legal description:

LOT 67, PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUB, FORMERLY 03-000-01-001

also known by street and number as 33850 United Ave, Pueblo, CO 81001.

“Quarter” means three consecutive calendar months commencing January 1, April 1, July 1 and October 1 of each calendar year.

“Quarterly Employees” means the sum of the aggregate number of Full -Time Employees on each business day of a Quarter, divided by the number of business days in such Quarter.

“Repayment Reduction” means for each Quarter an amount equal to the Total Funds Advanced *divided by* 28 (i.e. the number of Quarters in the Repayment Period). For example, if the Total Funds Advanced equals $1,462,000, the Repayment Reduction would be $1,462,000.00 ÷ 28 = $52,214.29

2. If Company is not in default under this Agreement, City will advance to or for the benefit of Company (each such advance, a “Funds Advance” and all such cumulative advances the “Total Funds Advanced”) funds in the amount of One Million Four Hundred Sixty-two Thousand Dollars ($1,462,000.00) (the "City Funds"), subject to and contingent upon the following conditions and covenants which Company agrees to perform and comply with:

(a) Company shall comply with all terms and conditions of the Property Contract. So long as Company has complied with all terms and conditions of this Agreement and the Property

Contract, the "closing" of the sale of the Facility by City to Company shall take place within thirty (30) days of approval of this Employment Agreement and the Property Contract.

(b) Within fourteen (14) days of the date of this Agreement, Company shall file in the office of the City Clerk copies of the following:

(i) Company's certificate or other evidence of authority to transact business in the State of Colorado issued by the Colorado Secretary of State,

(ii) certified copies of the resolutions of the governing board of Company approving this Agreement and the Property Contract and authorizing its officers to execute and deliver said documents in the name of Company, and

(iii) this Agreement and the Property Contract executed by authorized officers of Company.

The date of the last to occur of the filings required under (i), (ii) and (iii) of this Section 2(b) shall be referred to herein as the "Closing." If Closing does not occur on or before September 30, 2025, or such later date as Company and City shall mutually agree, City, at its sole option, may terminate this Agreement and City and Company shall thereafter be released and discharged from all obligations hereunder.

(c) Provided Company is in compliance with this Agreement and the Property Contract, the City Funds shall be distributed as follows:

(i) City Funds in the amount of One Million One Hundred Thousand dollars ($1,100,000) shall be distributed to Company at, or immediately prior to closing on the Property Contract.

(ii) City Funds in the amount of $330,000 shall be distributed to Company upon Company providing documentation sufficient to prove it has invested at least Six Million dollars ($6,000,000) in fixed assets in the Facility. Any funds not disbursed prior to the expiration or default of this Agreement shall remain with the City and no longer be available to Company.

(iii) City Funds up to Thirty-two Thousand dollars ($32,000) shall be distributed to reimburse Company for employee training at $800 per job upon Company providing documentation sufficient to prove the amount of reimbursement requested correlates to new training provided to new employees. Reimbursement may be made in a lump sum or over time upon request. Any funds not disbursed prior to the expiration or default of this Agreement shall remain with the City and no longer be available to Company.

3. Company acknowledges and agrees that the primary purpose of City in entering into

this Agreement and the sole benefit to the City for making City Funds available to Company hereunder is the creation of jobs. Therefore, Company represents, covenants, and agrees that it will after the date of this Agreement continuously conduct its business operations and employ Full - Time Employees at the Facility as follows:

(a) During the period from the date of this Agreement to the Employment Commitment Date, Company shall use its commercially reasonable efforts in good faith to employ residents of Pueblo County as Full-Time Employees, as reasonably justified by its business operations, including without limitation, engaging in reasonable programs and posting of employment openings in the City; and

(b) On and after the Employment Commitment Date, Company shall employ not less than Sixty Five (65) Full-Time Employees physically at the Facility (the "Employment Commitment"), with an average annual salary of Fifty-four Thousand Three Hundred dollars $54,300 plus benefits; and

(c) To the extent reasonably possible, engage engineers, architects, contractors and suppliers whose principal places of business are located in Pueblo County, Colorado, in all construction work for or related to the Facility.

4. Notwithstanding anything contained in this Agreement to the contrary, if Company shall for any reason default in its Employment Commitment set forth in Paragraph 3, Company shall repay to City a pro-rata share of the City Funds advanced by City under Paragraph 2 hereof based upon the number of Full-Time Employees employed by Company at the Facility (the "Repayment Obligation"), as follows:

(a) During the seven (7) year period starting on the Employment Commitment Date and ending eighty-four (84) months thereafter (the "Repayment Period"), Company shall pay to City an amount each Quarter equal to the Quarterly Employees less than Sixty Five (65) Full - Time Employees employed at the Facility by Company multiplied by the Per Employee Payment (the "Company's Quarterly Payments"). For example, if for the second Quarter of the third year after the Employment Commitment Date the Total Funds Advanced equals $1,462,000 and such Quarterly Employees is 60, the amount payable by Company to City on or before the fifteenth (15th) day of the next calendar month would be (65 - 60) x $803.30 = $4,016.50.

(b) Company's Quarterly Payments, if any, shall be paid to the City without notice, demand, deduction or setoff on or before the fifteenth (15th) day of the month after the end of each Quarter during the Repayment Period and for one month thereafter at the office of the Director of Finance of City, 1 City Hall Place, Pueblo, Colorado, 81003, or such other person or location as the City may designate. All past due Company's Quarterly Payments shall bear interest at the rate of eight percent (8%) per annum ("Default Rate") until paid.

(c) Within fifteen (15) days after the end of each Quarter after the Employment Commitment Date and for one calendar month after the Repayment Period, Company will submit to City's Director of Finance Company's statements showing the Quarterly Employees and their aggregate salaries for the preceding Quarter and the basis upon which Quarterly Employees and Company's Quarterly Payment, if any, were computed, certified by an officer of the Company to be true and correct. For purposes of verifying such employment, City shall have access to Company's records relating to Company's employees employed at the Facility. Except in the event of any action filed by City to enforce this Agreement, City shall treat such information as confidential and shall not disclose (except pursuant to a subpoena or court order) such information to any party other than those City employees who have a need to know such information.

(d) Subject to the provisions of Paragraph 6, if Company defaults in the performance of its Repayment Obligation and such default is not cured within sixty (60) days after written notice specifying the default is given by City to Company, then in such event, City may declare the entire balance of Company's Repayment Obligation due and owing together with interest thereon from the date of default at the Default Rate, and for such purpose, the entire balance of Company's Repayment Obligation shall be the amount calculated pursuant to Paragraph 4(e). Company's Repayment Obligation is absolute and unconditional and shall not be abated, reduced, diminished, modified, withheld, or otherwise offset for any cause or reason whatsoever.

(e) Except as otherwise provided in Paragraphs 7 and 13 hereof, City's damages for breach of Company's Employment Commitment or Repayment Obligation shall not exceed Total Funds Advanced plus interest and costs of collection including reasonable attorneys' fees, provided, however, that the Total Funds Advanced shall be reduced by the Repayment Reduction for each Quarter Company meets its Repayment Obligation during the Repayment Period by either (i) employing sixty-five (65) Quarterly Employees at the Facility, or (ii) paying Company's Quarterly Payments as provided in Paragraph 4(a) above for such Quarter.

5. All City Funds advanced to Company by City under this Agreement shall be deemed to be a debt of Company payable to City until Company performs and discharges its obligations hereunder including its Repayment Obligation contained in Paragraph 4. The Company's performance under this Agreement including its Repayment Obligation contained in Paragraph 4 shall be secured by a Deed of Trust encumbering the Facility and Property. Company covenants with and warrants to the City that the Deed of Trust shall constitute a first priority lien or encumbrance and that there are and will be no senior liens or encumbrances against the Facility and Property. The form and content of the Deed of Trust shall be subject to the prior reasonable approval of counsel for the City and the Company.

6. (a) Prior to instituting any proceeding to enforce Company's Repayment Obligation under Paragraph 4, City shall notify Company in writing of its intention to institute such proceedings. Company may request relief from its Repayment Obligation by delivering to City within thirty (30) days after date of City's notice, Company's written request for relief specifying the grounds upon which such relief is sought together with documents supporting said grounds.

Within ninety (90) days after receipt of Company's request, City will schedule a meeting with the City Council at which Company must appear. City will notify Company of the time and place of the meeting at least ten (10) days before the meeting. Failure of Company to timely deliver its complete written request for relief or to appear at the scheduled meeting with the City Council shall entitle City to immediately institute proceedings to enforce Company's Repayment Obligation.

(b) City Council may or may not, in its sole and absolute discretion, relieve Company, in whole or in part, from Company's Repayment Obligation. Any action taken by the City Council relating to a request for relief shall be final and binding on Company, and shall not be subject to judicial review. Any such action by City Council is, and shall constitute, a legislative measure. Nothing contained in this Paragraph 6 shall grant or be construed to grant to Company any right or claim to relief from its Repayment Obligation or a hearing with respect thereto.

(c) No delay by the City in scheduling a meeting, or failure by City to exercise its right to enforce this Agreement, including Company's Repayment Obligation, and no partial or single exercise of that right, shall constitute a waiver of that right.

7. In the event of any litigation arising under this Agreement, the court shall award to, and the prevailing party shall recover its costs together with all internal and out-of-pocket expenses of any kind relating to the litigation including, but not limited to, reasonable attorney fees. Exclusive venue for any such litigation shall be in Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado and each party hereby submits to the jurisdiction of such District Court. To the full extent allowed by law, each party waives its right to a jury trial.

8. This Agreement expresses the entire understanding of the parties and supersedes and abrogates any and all prior dealings and commitments, whether oral or written, with respect to the subject matter of this Agreement and may not be amended or modified except in writing signed by City and Company. Any waiver of any provision of this Agreement must be in writing and signed by the party whose rights are being waived. No waiver of any breach of any provision hereof shall be or be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement. The failure of either party to enforce or seek enforcement of the terms of this Agreement following any breach shall not be construed as a waiver of such breach.

9. This Agreement shall be construed in accordance with and be governed by the laws of the State of Colorado without regard to conflict of law principles.

10. Any notices hereunder shall be sufficiently given if given in writing personally or mailed by first class, registered, or certified mail, postage prepaid, addressed:

(a) if to City, Mayor, City of Pueblo, 1 City Hall Place, 2nd Floor, Pueblo, Colorado, 81003, with copy to City Attorney, 1 City Hall Place, 3rd Floor, Pueblo, Colorado, 81003,

or

(b) if to the Company, Attn: CEO of Trussworks Operations LLC, 1610 West 10th Street, Caldwell, TX, 77836, with a copy to Joseph N. Briers, Bruchez & Goss, P.C., 3740 Copperfield Dr STE 200, Bryan, TX 77802.

or to such other person or address as either party shall specify in written notice given to the other party pursuant to the provisions of this Paragraph 10. Notice shall be effective (i) upon receipt if delivered personally, or (ii) three (3) business days after deposit in the mails, if mailed.

11. Time is of the essence hereof. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided Company may not assign this Agreement or any interest herein without the express written consent of the City, which may be granted or denied at its sole and absolute discretion. Any assignment or attempted assignment of this Agreement by Company without such consent shall be null and void. No assignment of this Agreement or any interest herein by Company shall release or discharge Company from any of its obligations under this Agreement unless otherwise agreed by City at the time consent to assignment is given.

12. The persons signing this Agreement in the name of and on behalf of Company represent and warrant that they and Company 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 Company enforceable against Company in accordance with its terms.

13. Company represents and warrants that no person, entity, or organization has been employed or retained or will receive or be paid, directly or indirectly, any commission, percentage, contingent fee or any other remuneration payment or receipt of which is contingent upon approval of this Agreement by City or City's advancement of City Funds to Company hereunder. For breach or violation of this warranty, City shall have the right to terminate this Agreement, or recover the full amount of such commission, percentage, contingent fee or other remuneration, or to seek such other remedies legally available to City, which remedies shall be cumulative.

14. In no event shall City, its officers, agents or employees be liable to Company for damages, including without limitation, compensatory, punitive, indirect, special or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by City or the failure or delay of City in the performance of any covenant or provision under this Agreement on its part to be performed. In consideration of City entering into this Agreement, Company hereby waives and discharges City, its officers, agents and employees from all claims for any and all such damages. No breach, default, delay or failure of City under this Agreement shall be or be construed to be a waiver, discharge or release of Company's Repayment Obligation under Paragraph 4 hereof with respect to the amount of City Funds actually advanced or paid by City to or for the benefit of Company pursuant to Paragraph 2 hereof.

15. In no event shall either Party, their respective officers, agents, or employees be liable to the other for punitive damages resulting from or arising out of the breach of this Agreement or the failure or delay in the performance of any covenant or provision under this Agreement.

16. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the other provisions of this Agreement which shall remain in full force and effect.

17. Neither party shall be, or hold itself out as, agent of the other or as partners or joint venturers under this Agreement.

18. Each party acknowledges that this Agreement was fully negotiated by the parties and, therefore, no provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision.

19. The provisions of this Agreement are for the exclusive benefit of the parties hereto and their successors and permitted assigns, and no third party shall be a beneficiary, or have any rights by virtue of, this Agreement.

20. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed for all purposes to be an original, and all such counterparts shall together constitute but one and the same original.

Executed at Pueblo, Colorado, this ____day of September, 2025.

City of Pueblo, Colorado

a Colorado Municipal Corporation

[S E A L]

Attest:_____ By_____

City Clerk

Heather Graham
Mayor

Trussworks Operations LLC,
a Delaware limited liability Company

By _____

Name: _____

Title: Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of September, 2025 by _____ as Manager of Trussworks Operations LLC a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: _____.

[S E A L]

_____
Notary Public

DEED OF TRUST

THIS INDENTURE (the "Deed of Trust") is made this 8th day of September, 2025, by and between Trussworks Operations, LLC, a Delaware limited liability company, whose address is 1610 West 10th Street, Caldewll, TX 77836 (hereinafter referred to as "Borrower") and the Public Trustee of Pueblo County, State of Colorado (hereinafter referred to as "Trustee").

W I T N E S S E T H:

WHEREAS, Borrower has executed an Employment Agreement with the City of Pueblo, a Colorado municipal corporation (“Lender”) dated September 8, 2025 (the “Employment Agreement”) whereby Company agreed to pay to Lender, as a repayment obligation, if Borrower fails to meet its employment commitment, a principal sum in an amount not to exceed One Million Four Hundred Sixty-two Thousand dollars ($1,462,000) (“Repayment Obligation”); and

WHEREAS, Borrower desires to secure the prompt payment of the aforesaid Repayment Obligation;

NOW, THEREFORE, in consideration of One Million Four Hundred Sixty-two Thousand dollars ($1,462,000) and other good and valuable consideration and for the purpose aforesaid, Borrower hereby grants, bargains, sells and conveys unto Trustee in trust forever the real property located in the City of Pueblo, Pueblo County, Colorado, described in Exhibit A attached hereto and incorporated by reference herein, and all of Borrower's right, title and interest therein.

This Deed of Trust includes, and Borrower hereby grants, bargains, sells and conveys unto Trustee in trust forever, all buildings, structures and improvements now or hereafter placed thereon, all fixtures now or hereafter attached thereto and all the rights (including water rights), permits, hereditaments and appurtenances thereto belonging or in any way appertaining, together with any after acquired property interest in the above described property and real estate which Borrower may at any time hereafter have or acquire, and also all of the rents, issues, uses, profits and income of the above described real estate and mortgaged property from now until the Repayment Obligation secured hereby is paid in full or Borrower has completed its employment commitment. All the above-described property is herein referred to as the "Mortgaged Property".

Trustee shall have and hold the Mortgaged Property, together with all the privileges and appurtenances thereunto belonging: In trust nevertheless, in case of default by Borrower hereunder, then upon notice and demand in writing filed with the Trustee as provided by law, it shall and may be lawful for Trustee to foreclose this Deed of Trust, and to sell and dispose of the Mortgaged Property (or any part thereof as may be designated in the notice of such sale) and all the right, title and interest of Borrower therein, in the manner as may then be provided by law, and to issue, execute and deliver his certificate of purchase, trustee's deed or certificate of redemption all as then may be provided by law. Trustee shall, out of the proceeds or avails of such sale, after first paying and retaining all fees, charges, the costs of making said sale and advertising the

Mortgaged Property, and attorney's fees as herein provided, pay to Lender the amount of such indebtedness, and all moneys advanced by Lender for any purpose authorized herein or by law, with interest thereon at the Applicable Interest Rate as set forth in Section 4(b) of the Employment Agreement, rendering the over plus, if any, as provided by applicable law. The sale or sales and said deed or deeds so made shall be a perpetual bar, both in law and equity, against Borrower and all other persons claiming the Mortgaged Property or any part thereof by, from, through or under Borrower. The legal holder of the indebtedness may purchase the Mortgaged Property or any part thereof and it shall not be obligatory upon the purchaser or purchasers at any such sale to see to the application of the purchase money. If a release deed is required, Borrower hereby agrees to pay all the expenses thereof.

Borrower hereby warrants title to the Mortgaged Property, subject only to taxes not yet due and payable and to those matters specified in Exhibit B attached hereto and incorporated herein by reference.

Borrower hereby further covenants, acknowledges and agrees to perform the Repayment Obligation set forth in Section 4 of the Employment Agreement.

Borrower agrees to and shall promptly pay all costs, charges and expenses incurred by Lender, including reasonable attorneys' fees arising out of or in connection with any action, proceeding or hearing, in any way affecting or relating to the Mortgaged Property or the above described Employment Agreement with Lender.

Upon the occurrence of default in the timely performance of Borrower’s Repayment Obligations under the Employment Agreement with Lender, the whole of the indebtedness secured hereby and the interest thereon may at once, at the option of Lender, be declared immediately due and payable, and the Mortgaged Property may be sold in the manner and with the same effect as if the indebtedness had matured and remained unpaid after maturity. If foreclosure is made by Trustee, a reasonable attorney's fee for services in the supervision of such foreclosure proceedings shall be allowed and added by Trustee as a part of the cost of foreclosure. If foreclosure be by action in court, reasonable attorneys' fees shall be taxed by the court as part of the cost of such foreclosure proceedings. All such reasonable attorneys' fees as well as the costs, charges and expenses, shall be and become a part of the indebtedness secured hereby.

If the Mortgaged Property, or any part thereof, is sold (whether by land contract or otherwise), conveyed or transferred, the entire indebtedness secured hereby shall become immediately due and payable, at Lender's option, unless written consent for such sale, conveyance or transfer has been obtained from Lender.

Time is of the essence hereof.

This Deed of Trust shall be interpreted, construed and enforced according to the laws of the State of Colorado.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust on the day and year first appearing above.

BORROWER:

TRUSSWORKS OPERATIONS, LLC.,
a Delaware limited liability company

By_____

Name: _____

Title: _____

COUNTY OF _____)
) ss.
STATE OF _____)

The foregoing instrument was acknowledged before me in the County of _____, State of _____ this __ day of _____, 2025 by _____, as _____ of Trussworks Operations, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires:_____.

[S E A L]

_____
Notary Public

EXHIBIT A

Legal Description

LOT 67, PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUB, FORMERLY 03-000-01-001

also known by street and number as 33850 United Ave, Pueblo, CO 81001.

EXHIBIT B

Prior Encumbrances

None.

Docusign Envelope ID: BBE24ADB-F55B-48E3-ABF7-A4379DF4D30C

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 25, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Dennis Flores, Councilor

SUBJECT: A RESOLUTION TO INITIATE BY APPLICATION TO THE HISTORIC PRESERVATION COMMISSION THE DESIGNATION OF 330 SOUTH CITY PARK AVENUE, CITY PARK BATH HOUSE, AS A LOCAL HISTORIC LANDMARK

SUMMARY:

Attached for consideration is a resolution to initiate by application to the Historic Preservation Commission the designation of 330 South City Park Avenue, “City Park Bath House”, as a local historic landmark.

PREVIOUS COUNCIL ACTION:

By way of Ordinance 10778 on September 9, 2024, City Council designated 330 South City Park Avenue, “City Park Bath House”, as a local historic landmark. Ordinance 10778 was disapproved by Mayoral veto on September 10, 2024. Council did not act to override the Mayor’s veto.

BACKGROUND:

is resolution stems from direction by City Councilman Dennis Flores to pursue the aforementioned local historic landmark designation. The City of Pueblo's Historic Preservation Code, Chapter 14, Title IV, provides the designation of a Landmark may be initiated by application of City Council filed with the Historic Preservation Commission (“HPC”) for review and recommendation, which shall include all information required by HPC and payment of such fee as established. While historic designations are made by the passage of an ordinance by Council, all designations begin with the submittal of an application to the Historic Preservation Commission. This process allows for the involvement of stakeholders, members of the community and City staff to deliberate and offer input prior to City Council considering any ordinance designating a historic landmark

FINANCIAL IMPLICATIONS:

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Pursuant to the Pueblo Municipal Code, the City, as owner of the City Park Bath House, shall be responsible for the costs associated with maintaining the City Park Bath House to meet requirements of Title IV and Chapter 1 of Title VIII

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

The stakeholder process will take place during commission hearings.

ALTERNATIVES:

City Council could choose to vote no and maintain the status quo lack of designation.

RECOMMENDATION:

This resolution is at the request of Councilman Dennis Flores.

ATTACHMENTS:

None

Docusign Envelope ID: BBE24ADB-F55B-48E3-ABF7-A4379DF4D30C

RESOLUTION NO. 16102

A RESOLUTION TO INITIATE BY APPLICATION TO THE HISTORIC PRESERVATION COMMISSION THE DESIGNATION OF 330 SOUTH CITY PARK AVENUE, CITY PARK BATH HOUSE, AS A LOCAL HISTORIC LANDMARK

WHEREAS, on September 9, 2024, City Council passed Ordinance 10778 designating 330 South City Park Avenue, “City Park Bath House”, as a local historic landmark; and

WHEREAS, on September 10, 2024, the Mayor disapproved Ordinance 1078, by way of veto; and

WHEREAS, City Council did not act to override the Mayor’s veto; and

WHEREAS, City Council believes that the City Park Bath House meets the requirements to be designated as a Local Historic Landmark pursuant to Sec. 4-14-8, P.M.C., and should therefore be designated as such; and

WHEREAS, pursuant to the City of Pueblo's Historic Preservation Code, Chapter 14, Title IV, the designation of a Local Historic Landmark may be initiated by City Council filing an application for designation with the Historic Preservation Commission for review and recommendation, including all data required by HPC and payment of such fee as may be required from Council Contingencies; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council requests the Mayor to direct staff, or in the alternative authorizes the President of City Council, to present an application to the Historic Preservation Commission to designate 330 South City Park Avenue, “City Park Bath House”, as a local historic landmark, and take all steps necessary to allow City Council to be presented with an ordinance of local historic landmark designation.

SECTION 2.

Payment in the amount of $150.00 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to the Historic Preservation Commission for Nomination of Historic Landmark processing fee.

SECTION 3.

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

Docusign Envelope ID: BBE24ADB-F55B-48E3-ABF7-A4379DF4D30C

SECTION 4.

This resolution shall become effective immediately upon final passage.

INTRODUCED: August 25, 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

Docusign Envelope ID: BBE24ADB-F55B-48E3-ABF7-A4379DF4D30C

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 25, 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: A RESOLUTION FIXING THE BALLOT TITLE AND SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE REGULAR MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2025, A QUESTION RELATING TO THE 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 EXTENSION

SUMMARY:

Attached is a proposed Resolution which proposes to fix the ballot title and ballot language for the November 4, 2025 regular municipal election that would extend 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 and Use Tax was most recently extended by a vote of the people approving 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. The current half-cent sales tax will expire on December 31, 2026.

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.

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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.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the Resolution 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:

Approve the Resolution.

ATTACHMENTS:

1. Proposed Resolution
2. Ordinance No 11001

Docusign Envelope ID: BBE24ADB-F55B-48E3-ABF7-A4379DF4D30C

RESOLUTION NO. 16103

A RESOLUTION FIXING THE BALLOT TITLE AND SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE REGULAR MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2025, A QUESTION RELATING TO THE 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 CRITERIA, STANDARDS, RULES AND REGULATIONS AND THE ADOPTION OF ORDINANCE NO. 11001 TO IMPLEMENT THE 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, 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 are scheduled to 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, the City desires to ask the electors of the City to vote on whether to extend 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; and

Docusign Envelope ID: BBE24ADB-F55B-48E3-ABF7-A4379DF4D30C

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 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 5-1-10, P.M.C., referring to the voters a measure to approve Ordinance No. 11001 and thereby extend the one-half percent sales and use tax rate for another five years for the purposes stated above; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The question of adopting Ordinance No. 11001 and thereby extending 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 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. _____

(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 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 DEDICATE THE REVENUES FROM THE ONE-HALF PERCENT SALES AND USE TAX RATE FOR PRIMARY JOBS, CREATING CAPITAL IMPROVEMENT PROJECTS WITHIN THE CITY AND THE PUEBLO MEMORIAL AIRPORT BOUNDARIES, CREATING A SPECIAL FUND FOR THE DEPOSIT OF SUCH REVENUES, 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

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FINDING AND DETERMINING THAT THE EXPENDITURE OF SUCH REVENUES ARE PUBLIC PURPOSES AND MUNICIPAL FUNCTIONS?

If passed by the voters, Ordinance No. 11001 will be approved to implement the tax.

YES _____
NO _____

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 Resolution.

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: August 25, 2025

BY: Bret Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4F51823AB482...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

ORDINANCE NO. 11001

AN ORDINANCE AMENDING CHAPTER 4, TITLE XIV OF THE PUEBLO MUNICIPAL CODE TO EXTEND THE ADDITIONAL ONE-HALF PERCENT SALES AND USE TAX RATE FOR A FIVE YEAR PERIOD FROM JANUARY 1, 2027 TO DECEMBER 31, 2031; DEDICATING THE REVENUES FROM THE ONE-HALF PERCENT SALES AND USE TAX RATE FOR PRIMARY JOB CREATING CAPITAL IMPROVEMENT PROJECTS WITHIN THE CITY AND THE PUEBLO MEMORIAL AIRPORT BOUNDARIES; CREATING A SPECIAL FUND FOR THE DEPOSIT OF SUCH REVENUES; FINDING AND DETERMINING THAT THE EXPENDITURE OF SUCH REVENUE FOR PRIMARY JOB CREATING CAPITAL IMPROVEMENT PROJECTS AND JOB TRAINING PROGRAMS ARE PUBLIC PURPOSES AND MUNICIPAL FUNCTIONS; AND PROVIDING FOR OTHER MATTER RELATING THERETO

BE IT ORDAINED BY THE PEOPLE OF THE CITY OF PUEBLO, that (brackets indicate matter being deleted; underscoring indicates new matter being added):

SECTION 1.

Section 14-4-85 of Chapter 4, Title XIV of the Pueblo Municipal Code, as amended, (a portion of Section 13 of Ordinance No. 2189 approved by a vote of the People on November 8, 1955, as amended by Ordinance Nos. 3160, 3474, 4235, 5170, 5314, 5668, 5810, 5978, 6683, 7464, 8197, 8902, 9141, 9764, and 10260) is hereby amended by amending subsections (e), (f) and (g) thereof to read as follows:

Sec. 14-4-85. Schedule; tax added to price.

(a) There is imposed upon all sales of commodities and services specified in Section 14-4-61 a tax at the rate of three percent (3%) of the amount of the sale, to be computed in accordance with schedules or systems approved by the Director of Finance. Said schedules or systems shall be designed so that no such tax is charged on any sale of seventeen cents ($0.17) or less.

(b) Notwithstanding the three-percent rate provisions of Subsection (a) above for the period of January 1, 1987, through December 31, 1991, the rate of tax imposed pursuant to this Section shall be three and one-half percent (3.5%).

(c) Retailers shall add the tax imposed hereby, or the average equivalent thereof, to the sale price or charge, showing such tax as a separate and distinct item, and when added such tax shall constitute a part of such price or charge and shall be a debt from the consumer or user to the retailer until paid and shall be recoverable at law in the same manner as other debts; except that any retailer selling malt, vinous or spirituous

liquors by the drink may include in his or her sales price the tax levied under this Section, but no such retailer shall advertise or hold out to the public in any manner, directly or indirectly, that such tax is not included as part of the sales price to the consumer.

(d) The additional one-half-percent sales and use tax imposed by Section 14-4-63(1) of this Chapter and Subsection (b) above, together with interest and penalties with respect thereof, shall, upon collection and receipt by the City, be deposited and placed in a special fund to be known as the "Sales and Use Tax Capital Improvement Fund," to be used solely for capital improvement purposes at Pueblo Memorial Airport including, without limitation, the aviation, commercial and industrial areas thereof. The City Council may, in anticipation of collection of the revenues from the sales and use tax increase, issue revenue bonds payable solely from the Sales and Use Tax Capital Improvement Fund for the purpose of financing such capital improvements at Pueblo Memorial Airport. The City Council may transfer the income from the investment of moneys in the Sales and Use Tax Capital Improvement Fund to the Capital Improvement Fund created under Section 7-16 of the Charter.

(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 (½) sales and use tax rate imposed by sections 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"). **[**t**]**T**he** moneys in the fund shall be used solely for primary job creating capital improvement projects within the **[**c**]**C**ity** and the **[p]** P**ueblo** **[m]**M**emorial** **[a]**A**irport** 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. **[**t**]** **T**he 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. **[t]**T**he** 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 Subsections 14-4-85(a) and (e) shall be increased by one-fifth percent (0.2%) from January 1, 2018 through December 31, 2027. Pursuant to the foregoing increase, the rate

of tax imposed pursuant to this Section for the period January 1, 2018 through December 31, [2026] **2031**, 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%)] **seven-tenths percent (3.7%). For the period January 1, 2028 through December 31, 2031, the rate of tax imposed pursuant to this Section shall be three and one-half percent (3.5%).**

(h) The revenues from the additional one-fifth percent (0.2%) sales and use tax rate imposed by Sections 14-4-63(3) and 14-4-85(g) 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 "Sales and Use Tax Police Fund" (the "Fund"). The moneys in the Fund shall be used solely for Police personnel and operating needs.

SECTION 2.

Section 14-4-63 of Chapter 4, Title XIV of the Pueblo Municipal Code (Section 20 of Ordinance No. 2189 approved by a vote of the People on November 8, 1955, as amended by Ordinance Nos. 3160, 3474, 4734, 5170, 5314, 5668, 5810, 5978, 6683, 7464, 8197, 8902 and 9147, 9764, and 10260) is hereby amended by amending subsections (2) and (3) thereof to read as follows:

Sec. 14-4-63. Storage, consumption and use tax schedule.

There is 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.

(1) Notwithstanding the three-percent rate provision of Section 14-4-63 of this Chapter, for the period January 1, 1987, through December 31, 1991, the rate of tax imposed pursuant to this Section shall be three and one-half percent (3.5%).

(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%).

(3) 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 the above provisions of this Section shall be increased by one-fifth percent (0.2%) from January 1, 2018 through December 31, 2027. Pursuant to the foregoing increase, the rate of tax imposed pursuant to this Section for the period January 1, 2018 through December 31, 2027, shall be three and seven-tenths percent (3.7%). For the period January 1, [2026] **2028** through December 31, [2027] **2031**, the rate of tax imposed pursuant to this Section shall be three and [two-tenths percent (3.2%)] **one-half percent (3.5%)**.

SECTION 3.

The people of Pueblo do hereby find, determine and declare that the expenditure of revenues from a one-half percent sales and use tax rate for primary job creating capital improvement projects within the City and the Pueblo Memorial Airport boundaries will (a) create employment opportunities for the citizens of the City of Pueblo thereby reducing unemployment and social evils associated therewith, (b) enhance the economic development of the City and Pueblo Memorial Airport by the establishment of new businesses and commitments from companies to operate new business facilities, and (c) promote the public peace, health, safety and welfare. The people of Pueblo do further find, determine and declare that the expenditure of such revenues for primary job creating capital improvement projects are public purposes and municipal functions notwithstanding that such expenditure may, directly or indirectly, aid, assist or benefit private persons, corporations or other entities.

SECTION 4.

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 and incidental primary job training programs within the City and the Pueblo Memorial Airport boundaries and none of the revenues shall be appropriated or expended except in conformity therewith. Until the adoption of any new Ordinance subsequent to the effective date of this Ordinance, the criteria, standards, rules and regulations heretofore adopted by City Council for appropriation and expenditure of such revenues are hereby reaffirmed and ratified.

SECTION 5.

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 6.

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 7.

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 8.

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 9.

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 10.

This Ordinance shall become effective upon the majority vote in favor thereof by the registered electors of the City voting thereon at the Municipal Special Election to be held Tuesday, November 4, 2025. The extension of the tax levies provided by this Ordinance shall take effect beginning January 1, 2026. Election Results: November 4, 2025

FOR THE ORDINANCE: _____ AGAINST THE ORDINANCE: _____

Docusign Envelope ID: BBE24ADB-F55B-48E3-ABF7-A4379DF4D30C

City Clerk's Office Item # Q3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 25, 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 VOICES AGAINST GUN VIOLENCE INC. IN THE AMOUNT OF $1,000 TO SPONSOR THEIR PROGRAM ASSISTING THE FAMILIES OF VICTIMS OF GUN VIOLENCE WITH MEMORIAL-RELATED EXPENSES

SUMMARY:

Attached for consideration is a request for support of Voices Against Gun Violence in the amount of $1,000 to sponsor their program assisting families who have lost a loved one to gun violence with the cost of burial, cremation, headstones, and other and other memorial-related expenses.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Sarah Martinez is requesting $1,000 to sponsor Voices Against Gun Violence's program assisting families who have lost a loved one to gun violence with the cost of burial, cremation, headstones, and other other memorial-related expenses.

Voices Against Gun Violence's mission is to stand alongside families grappling with the aftermath of gun violence during their darkest moments, providing support and assistance when they need it most. They offer a compassionate hand to alleviate the financial burden of funerals, caskets, headstones, cremation, and more. Voices Against Gun Violence is a community dedicated to bringing comfort and relief to those affected by senseless tragedies.

Docusign Envelope ID: BBE24ADB-F55B-48E3-ABF7-A4379DF4D30C

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 Voices Against Gun Violence Inc.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

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

ATTACHMENTS:

1. Sponsorship Request Packet - Voices against Gun Violence
2. SOS - Voices Against Gun Violence Inc Pulled 7.16.25
3. 2025 Contingencies (Council) Voices Against Gun Violence

Docusign Envelope ID: BBE24ADB-F55B-48E3-ABF7-A4379DF4D30C

RESOLUTION NO. 16104

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO VOICES AGAINST GUN VIOLENCE INC. IN THE AMOUNT OF $1,000 TO SPONSOR THEIR PROGRAM ASSISTING THE FAMILIES OF VICTIMS OF GUN VIOLENCE WITH MEMORIAL-RELATED EXPENSES

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 Voices Against Gun Violence Inc to sponsor their program assisting the families of victims of gun violence with service-related costs.

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 25, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02ERDEEC3D43C...
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	Christina fransua
Date	07/15/2025
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Voices Against Gun Violence Inc
Please share your business or organizations mission/goals	Hello my name is Christina fransua and im the president of the Voices Against Gun Violence a non profit organization that helps families that are victims of gun violence with funeral,memorial,cremation etc services. We are separate from victims comp.
Sponsorship request for	Other
Requested Amount	1000.00
Sponsorship Benefits	To help families with funeral,headstone, cremation etc
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 population(s) does your organization primarily serve? (multi select)	• Families
How many individuals did your organization serve last year?	0

Please upload supporting documents such as sponsorship request letter, event flyer etc.

Payment Details

Make check payable to Christina fransua

Address [redacted]

Phone Number [redacted]

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

GO FUND ME

VOICES AGAINST GUN VIOLENCE

NONPROFIT
Organization

ABOUT US

Hello, my name is Christina fransua and im the president of the Voices Against Gun Violence, a non profit organization that helps families that lost loved ones from a crime. We are separate from victims comp.

SERVICES

- Headstones
- Creamation
- Funeral costs
- Etc.

Oliveah Fransua

Hailey Perkins

CONTACT US

+1 (719)289-5566
cfransua13@gmail.com

www.voices-against-gun-violence.org

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,

VOICES AGAINST GUN VIOLENCE INC.

is a

Nonprofit Corporation

formed or registered on 01/28/2025 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 20251118588 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/15/2025 that have been posted, and by documents delivered to this office electronically through 07/16/2025 @ 08:53:33 .

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 07/16/2025 @ 08:53:33 in accordance with applicable law. This certificate is assigned Confirmation Number 17493480 .

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."

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
8/11/25	UCHealth Parkview Foundation - 44th Annual Starlight Gala		$ 1,500.00		$ 25,509.88
8/11/25	Pueblo Pride		$ 1,000.00		$ 24,509.88
8/25/25	Voices Against Gun Violence		$ 1,000.00		$ 23,509.88

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 25, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Brett Boston, Councilor
Regina Maestri, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO METRO VOLUNTEERS (DBA SPARK THE CHANGE COLORADO) IN THE AMOUNT OF $1,000 TO SPONSOR THE 3RD ANNUAL SUICIDE MEMORY WALK FROM 9:00 AM - 12:00 PM AT MINNEQUA LAKE PARK ON SATURDAY, SEPTEMBER 6, 2025

SUMMARY:

Attached for consideration is a request for support of Spark the Change Colorado in the amount of $1,000 to sponsor the 3rd Annual Suicide Memory Walk from 9:00 AM - 12:00 PM at Minnequa Lake Park on Saturday, September 6, 2025.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Members Regina Maestri and Brett Boston are requesting $1,000 to sponsor Spark the Change Colorado's 3rd Annual Suicide Memory Walk. The event will take place on Saturday, September 6, 2025, from 9:00 AM - 12:00 PM at Minnequa Lake Park.

The Suicide Memory Walk aims to honor the memory of those lost by suicide, support the survivors, and break the stigma around mental health and suicide. Memory signs requested by those who have lost someone due to suicide will line the path and at the end of the walk, attendees will release butterflies in honor of their loved ones. Sponsorship funds will be utilized to cover the cost to provide the memory signs.

Docusign Envelope ID: BBE24ADB-F55B-48E3-ABF7-A4379DF4D30C

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 Spark the Change 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 Members Brett Boston and Regina Maestri.

ATTACHMENTS:

1. Sponsorship Request Packet - Spark by Project Helping - 3rd Annual Suicide Memory Walk
2. SOS - Metro Volunteers DBA Spark the Change Pulled 8.13.25
3. 2025 Contingencies (Council) Spark by Project Helping Suicide Memory Walk

Docusign Envelope ID: BBE24ADB-F55B-48E3-ABF7-A4379DF4D30C

RESOLUTION NO. 16105

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO METRO VOLUNTEERS (DBA SPARK THE CHANGE COLORADO) IN THE AMOUNT OF $1,000 TO SPONSOR THE 3RD ANNUAL SUICIDE MEMORY WALK FROM 9:00 AM - 12:00 PM AT MINNEQUA LAKE PARK ON SATURDAY, SEPTEMBER 6, 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 Spark the Change Colorado to sponsor the 3rd Annual Suicide Memory Walk from 9:00 AM - 12:00 PM at Minnequa Lake Park on Saturday, September 6, 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 25, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: 7C02EBDEEC3D43C...
CITY CLERK

Sponsorship Request

****Please submit requests at least one month in advance to allow for adequate processing time**

Requestor Name	The Mental Wellness Task Force of Southern Colorado/ Tonya Johnson: Chair
Date	07/28/2025
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Mental Wellness Program with Spark by Project Helping
Organization Website	https://projecthelping.org/spark-mental-wellness/
Please share your business or organizations mission/goals	The Mental Wellness Task Force Mission Statement: Mission-"Building a network for mental wellness through collaboration, education, connections, and action." Task Force was established in January of 2023 due to the increasing rates of youth suicide within Pueblo County, specifically one youth suicide that rocked the community. Eric Lopez was the captain of the Central Football team. in January of 2023, he and his friends were driving around and drinking when Eric started seriously talking about taking his life. His friends, ill equipped with resources or what to do, dropped Eric off at his home. Less than an hour later, he was gone. Task Force was created to bring anyone and everyone who works in mental health in whatever capacity to the table in order to break down silos and help ensure our community has the resources, support and services that are needed. And ultimately, to potentially save a life. The event that we are requesting sponsorship; the 3rd Annual Suicide Memory Walk, was started because of the loss of another youth by Suicide. Genevieve Gonzales, the co-chair of the task force lost her young son in 2022.
Sponsorship request for	Event
Requested Amount	1000.00
Describe how contribution will be used	We are requesting funds specifically for one of our Task Force's yearly initiatives- our 3rd annual Suicide Memory Walk on September 6th at Minnequa Lake. Last year, we had 500+ attend and are expecting 1000+. Through registration, those have been impacted by the loss of a loved one due to suicide are able to place an order for a memory sign that will line the walk. The Task Force purchases these memory signs utilizing funds collected through donations and sponsorships. Attendees will also release butterflies at the end of the walk in honor of loved ones. We only have one walk per year in Pueblo Colorado.
Event Title	3rd Annual Suicide Memory Walk
Event Date	09/06/2025

Event Time	9:00 AM (MDT)
Event Location	Minnequa Lake Park
Admission to this event is	Free
Event Description:	We are requesting funds specifically for one of our Task Force's yearly initiatives- our 3rd annual Suicide Memory Walk on September 6th at Minnequa Lake. Last year, we had 500+ attend and are expecting 1000+. Through registration, those have been impacted by the loss of a loved one due to suicide are able to place an order for a memory sign that will line the walk. The Task Force purchases these memory signs utilizing funds collected through donations and sponsorships. Attendees will also release butterflies at the end of the walk in honor of loved ones. We only have one walk per year in Pueblo Colorado.
Does your organization hold multiple events per year?	No
Sponsorship Benefits	-City/County Proclamation will be read at event hopefully by a City Council Member and sponsorship will be mentioned at event, as well as in everything marketing and on social media
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?	County Commissioner, funeral homes, Evraz. And yes, as the Mental Wellness Program with Spark the Change Colorado, we have requested CSAC funding; however not for the Mental Wellness Task Force of Southern Colorado which does fall under the Spark the Change Colorado umbrella.
What population(s) does your organization primarily serve? (multi select)	• Disadvantaged – low income • Youth • Adults • Families • Senior Citizens • LGBTQ+ • Persons with disabilities • Veterans • Undocumented noncitizens • Individuals with substance abuse disorders • Unhoused individuals
How many individuals did your organization serve last year?	For this annual walk, in 2024, 500+attended.

Please upload supporting documents such as sponsorship request letter, event flyer etc.	

Payment Details

Make check payable to	Spark by Project Helping
Address	301 N. Main Street, Ste 208 Pueblo, Colorado 81003
Phone Number	719-415-2526

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

3rd Annual

SUICIDE MEMORY WALK

SATURDAY, SEPTEMBER 6, 25 9:00 AM-12:00 PM

Lake Minnequa Veteran's Memorial Park
3005 Lakeshore Ave Pueblo, CO 81004 Picnic Pavilion

Hosted by

MENTAL WELLNESS
TASK FORCE OF SOUTHERN COLORADO
Spark by Project Helping

Suicide Prevention Coalition
OF PUEBLO COUNTY

REGISTER NOW

DONATE ♥
or Sponsor a Walker

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,

METRO VOLUNTEERS

is a

Nonprofit Corporation

formed or registered on 02/02/1979 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 19871363824 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/11/2025 that have been posted, and by documents delivered to this office electronically through 08/13/2025 @ 11:32:38 .

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 08/13/2025 @ 11:32:38 in accordance with applicable law. This certificate is assigned Confirmation Number 17585190 .

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."

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 - Pueblo Diversified Industries		$ 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
8/11/25	UCHealth Parkview Foundation - 44th Annual Starlight Gala		$ 1,500.00		$ 25,509.88
8/11/25	Southern Colorado Equality Alliance - Pueblo Pride		$ 1,000.00		$ 24,509.88
8/25/25	Voices Against Gun Violence		$ 1,000.00		$ 23,509.88
8/25/25	Spark by Project Helping Suicide Memory Walk		$ 1,000.00		$ 22,509.88
					$ 22,509.88
					$ 22,509.88
					$ 22,509.88

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City Clerk's Office Item # R1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 25, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: 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

SUMMARY:

Attached for consideration is a Text Amendment that will amend 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.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Accessory dwelling units (ADUs) are independent residential units that are incidental and accessory to a principal residence located on the same property. In other words, ADUs contain the space and means to cook, sleep, sanitize, and otherwise live that is completely separate from the principal residence. They can either be attached, detached, or integrated into the principal residence. An attached ADU shares at least one common wall with the principal residence and expands the house's footprint; a detached ADU is in a separate structure from the principal residence with its own footprint; an integrated ADU is contained within the principal residence and does not expand the house's footprint (See Exhibit A for ADU types). Staff began drafting a text amendment to permit ADUs that balances the need to preserve existing neighborhoods' character in 2022, hence this report's case number TA-22-03. The 2022 Regional Comprehensive Plan, which was recommended by P&Z and approved by City Council, identified ADUs as one way to support the region's needs for smaller, more affordable units and multi-generational housing options, to support infill redevelopment, and to meet the needs of current and future residents. ADUs became a time-sensitive priority for staff in response

Docusign Envelope ID: C1A9ACE8-CF3B-4DCC-8E7C-91A886C19CDB

to House Bill 24-1152, which was passed by the Colorado General Assembly in 2024. The legislation requires subject jurisdictions to allow a minimum of one ADU as an accessory use to a one-family residence wherever a one-family residence is allowed. It also establishes how a subject jurisdiction may or may not restrict ADUs. Subject jurisdictions, including the City of Pueblo, must demonstrate their compliance with House Bill 24-1152 no later than June 30th, 2025. Staff worked closely with the Department of Local Affairs (DOLA) to receive a six-month extension for compliance after submitting a proposed draft and timeline for demonstrating compliance. The following aspects of the proposed text amendment are dictated by the state legislation. First, the City must create an administrative approval process to allow ADUs on any lot that contains a one-family residence. The only time the approval of an ADU can be elevated to a public hearing is if the lot is in a Historic District, on a designated historic property, or if the ADU cannot be approved as proposed without a variance. This does not inhibit the City from creating objective standards to approve the ADU administratively, which are covered below. Second, the City of Pueblo can only require the owner of a lot to demonstrate they occupy their property at the time of constructing a new ADU or converting an existing space into an ADU. Third, the City cannot limit ADUs with a gross floor area between 500-750 square feet. Fourth, the City can only require a new parking space for an ADU if the lot is located on a block where on-street parking is prohibited. (See Exhibit B for a map of where on-street parking is prohibited, hence where a new parking space would be required.) Fifth and finally, the City cannot hold ADUs to a higher design standard than one-family residences. The proposed text amendment incorporates these aspects, and DOLA provided a courtesy review of the proposed text amendment to ensure it complies with state legislation.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their June 11, 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 by publication of the proposed amendment fifteen (15) days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, sections 17-2-2 and 17-4-51 of Title XVII of the Pueblo Municipal Code will remain and section 17-4-16 relating to ADUs will not be incorporated into Title XVII and the City would not be in compliance with House Bill 24-1152.

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

Docusign Envelope ID: C1A9ACE8-CF3B-4DCC-8E7C-91A886C19CDB

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. TA-22-03 Attachments
2. ADU Ordinance Only - FINAL

Docusign Envelope ID: C1A9ACE8-CF3B-4DCC-8E7C-91A886C19CDB

ORDINANCE NO. 11022

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

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 17-2-2 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-2-2. Use Definitions

(0.5) *Accessory dwelling unit, established* means [a separate, complete independent housekeeping unit with a separate entrance, kitchen, sleeping area, and full bathroom facilities. This must be detached from an existing single-family structure] an attached, detached, or integrated accessory dwelling unit that was [used and] occupied [for single-family residential use before] prior to February 1, 1968. This will allow the same accessory use to be reestablished. The discontinuance of the accessory dwelling unit will not prevent reestablishing the preexisting accessory dwelling unit. The number of dwelling units shall not be more than the same number of dwelling units that existed when the accessory dwelling use was first legally established.

…

(128) Residence:

…

e. [Reserved] *Accessory Dwelling Unit* means an attached, detached, or integrated dwelling unit that is incidental and accessory to a one-family residence on the same lot and provides complete and independent facilities for one or more individuals, including facilities for living, sleeping, eating, cooking, and sanitation.

1. Attached accessory dwelling unit: the accessory dwelling unit shares at least one (1) wall in common with the one-family residence on the same lot, increasing the footprint of the one-family residence.

2. Detached accessory dwelling unit: the accessory dwelling unit shares no common wall with the one-family residence on the same lot with its own footprint.

3. Integrated accessory dwelling unit: the accessory dwelling unit is contained completely within the building envelope of the one-family

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residence on the same lot with no increase to the footprint of the one-family residence.

SECTION 2.

Section 17-4-23. of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-4-23. Accessory buildings and structures.

…

(a) General provisions. All accessory structures shall comply with the following general conditions:

…

(7) [No accessory structure shall allow residential occupancy except as specifically authorized under Section 17-4-51 of this chapter.] All accessory dwelling units, including established accessory dwelling units, are exempt from the provisions of this section.

SECTION 3.

Section 17-4-16. of the Pueblo Municipal Code is hereby added to read as follows:

Sec. 17-4-16. Accessory Dwelling Unit Development Performance Standards

(a) Applicability. One accessory dwelling unit is allowed as an accessory use to a one-family residence in any zone district where a one-family residence is allowed, including in any Planned Unit Development (PUD) Districts that allow one-family residences. A one-family residence includes a detached single-family dwelling unit and a manufactured home placed on a permanent foundation designed by a Colorado registered design professional, but excludes a two-family residence, townhouse, multi-family residence, mobile home, or recreational vehicle.

(b) The following standards apply to all accessory dwelling units.

(1) The owner of a lot must demonstrate occupancy of the lot when an application is submitted to construct a new accessory dwelling unit on a lot that already contains a one-family residence or to convert part of an existing one-family residence into an accessory dwelling unit. Proof of occupancy may include, but not be limited to, a computer-generated utility or medical bill, first-class mail, or bank statement that includes the subject property address and is dated within 12 months of applying to construct or convert an accessory dwelling unit.

(2) The accessory dwelling unit shall not be sold separately from the one-

Docusign Envelope ID: C1A9ACE8-CF3B-4DCC-8E7C-91A886C19CDB

family residence on the same lot; nor shall the lot on which the accessory dwelling unit and one-family residence are situated be further subdivided or rearranged to create individual lots for the purpose of separating ownership of the accessory dwelling unit from the ownership of the one-family residence.

(3) The construction or conversion of an accessory dwelling unit or modifications to an existing accessory dwelling unit located on properties in a Historic District or on a designated or landmarked historic property shall follow design standards and procedures of that district.

(4) Prefabricated homes such as manufactured homes are allowed for use as an accessory dwelling unit if placed on a permanent foundation designed by a Colorado registered design professional.

(5) Mobile homes, recreational vehicles, or other structures not placed on a permanent foundation designed by a Colorado registered design professional shall be prohibited for use as an accessory dwelling unit.

(6) No more than one (1) accessory dwelling unit shall be located on any lot and only in conjunction with a one-family residence.

(7) The gross floor area of the accessory dwelling unit shall not exceed one hundred percent (100%) of the gross floor area of the one-family residence on the same lot or eight hundred (800) square feet, whichever is less.

(8) Height.

a. Attached accessory dwelling units shall comply with the maximum building height of the zone district.

b. Detached accessory dwelling units shall not exceed the height of the one-family residence on the same lot.

(9) Setbacks.

a. Attached accessory dwelling units shall comply with the minimum rear-yard setback requirements of the zone district.

b. Detached accessory dwelling units sixteen (16) feet or lower in height may be placed as close as five (5) feet to the rear property line. A detached accessory dwelling unit higher than sixteen (16) feet shall comply with the minimum rear-yard setback requirements of the zone district.

c. All accessory dwelling units shall comply with the minimum front-yard and side-yard setback requirements of the zone district.

(10) Parking. One (1) off-street parking space shall be provided in connection with the construction or conversion of an accessory dwelling unit if all three conditions are met:

a. The lot does not have an existing off-street parking space that could be used for the accessory dwelling unit, including an existing driveway, garage, or tandem parking space;

b. The lot is in a zone district that, as of January 1st, 2024, requires one or more parking spaces for the one-family residence; and

c. The lot is located on a block where on-street parking is prohibited.

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(11) If the three conditions listed under subsection (j) are not met, but the accessory dwelling unit is located on a lot containing an existing driveway, garage, tandem parking space, or other off-street parking space at the time of construction or conversion of the accessory dwelling unit that is not designated for use by the one-family residence, one such parking space shall be designated for use by the accessory dwelling unit.

(c) Design Standards.

(1) Attached accessory dwelling units shall be architecturally compatible with the one-family residence on the same lot. Architectural compatibility shall mean construction using similar exterior siding materials and colors, and similar roofing materials and colors.

(2) Detached accessory dwelling units shall be complimentary to the one-family residence on the same lot by using similar exterior colors and similar architectural detailing.

(3) Detached accessory dwelling units shall also use a minimum of seven (7) of the following seventeen (17) design features:

a. The front door of the accessory dwelling unit shall be parallel to the front lot line;

b. A roof with a pitch that is 2/12 or greater;

c. A hip roof;

d. A flat roof with a parapet wall;

e. Have masonry or other contrasting material that project from the wall plane on the building façade that is parallel to the front lot line;

f. One (1) or more dormers that are parallel to the front lot line;

g. Three (3) or more gables;

h. Building face or roof offsets (minimum twelve-inch offset) that are parallel to the front lot line;

i. Two (2) or more windows, with a combined minimum of twenty [20] square feet of glazed area, that are parallel to the front lot line;

j. Bay or bowed windows that are parallel to the front lot line;

k. Window shutters on front, side and rear windows;

l. Minimum ten-inch eaves (all house eaves);

m. One (1) or more of the following types of exterior siding:

1. Horizontal lap siding, including simulated horizontal lap siding;

2. Vertical siding, with a pattern repeat of less than twelve (12) inches;

3. c) Beveled siding; or

4. d) Stucco;

n. A covered porch entry (minimum three-foot depth) for the front entrance. When the front entrance is not parallel to the front lot

Docusign Envelope ID: C1A9ACE8-CF3B-4DCC-8E7C-91A886C19CDB

line, the porch shall be visible from the street;

o. Have wood or composition trim, four inches wide, on all exterior facades;

p. Have more than one (1) exterior material or contrasting color (not including trim material); or

q. Have an attached pergola, balcony, or similar attached outdoor amenity.

SECTION 4.

Section 17-4-51 of the Pueblo Municipal Code is hereby amended to read as follows:

…

(c) Permitted Use Table

Table of Uses

USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																		
				A-1	A-2	A-3	A-4	R-1	R-2	R-2U	R-3	R-4	R-5	R-6	R-7	R-8	RCN	O-1	B-1	B-2	B-3	B-4	B-P	CCN (Major)	CCN (Minor)	H-B	HARP-1	HAPR-2	HARP-3	I-1	I-2	I-3	S-1	S-2	S-3	S-4	S-5
RESIDENTIAL USES																																						
Household Living	Child care home	(33)b.		C	C	C	C	C	C	C	C	C	C	C	C	C	S							S	S														
	Home based business	(72)		C	C	C	C	C	C	C	C	C	C	C	C	C	C		C	C	C	C		C	C	C	C	C	C									
	Live-work unit	(83)		C	C								C				C		C	C				C	C													
	Manufactured home, one-family	(84)	§ 17-4-11	P	P	P	P	P	P	P	P	P	P	P	P	P																						
	Mobile home, one-family	(93)													P	C																						
	Mobile home park	(94)													P																							
	Residence, condominium	(128)a.										S	P	P							S	S				S	S	S	S									
	Residence, established	(128)b.																	P	P	P	P																
	Residence, multifamily	(128)c.									S	P	P	P			S				S	S		S	S	S	S	S	S									
	Residence, one-family	(128)d.	§ 17-4-11	P	P	P	P	P	P	P	P	P	P	P		P	P		S	S				P	P													
	Residence, accessory dwelling unit	**(128) e**	**§ 17-4-16**	P	P	P	P	P	P	P	P	P	P	P		P	P		P	P				P	P													
	Residence, townhouse	(128)f.	§ 17-4-11					P	P	P	P	P	P	P			P																						
	Residence, two-family (duplex)	(128)g.		P	P				S	S	P	P	P	P			P		S	S				P	P													
	Residence, watchman or caretaker	(128)h.																			S	S	S							S	S	S						

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SECTION 5.

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

SECTION 6.

This Ordinance shall become effective thirty (30) days after the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 11, 2025.

Final adoption of Ordinance by City Council on August 25, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB402...

President of City Council

Action by the Mayor:

☒ Approved on 8/27/2025 | 9:12 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

Signed by:
[signature]
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____

President of City Council

ATTEST

DocuSigned by:
[signature]
7C02EBDFFC3D43C...

Acting City Clerk

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, June 11, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 PM with Vice Chairman Patrick Avalos presiding.

Chairman Mike Castellucci arrived at 3:38 and presided over the remainder of the meeting.

Commissioners Present: Patrick Avalos, Mike Castelucci, Brett Boston, Alexandra Aznar, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent: None

Staff Members Present*:* Paul Willumstad, Board Attorney; Laura Portis, Assistant City Attorney, Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner, Hannah Prinzi, Planner, Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey moved to approve the agenda, seconded by Spinuzzi.

Motion Passed: 6-0, Castelucci absent

Public Hearing:

3. Z-22-03 Text Amendment: An Ordinance amending Sections 17-2-2 and 17-4-51 and adding Section 17-4-16 to Title XVII of the Pueblo Municipal Code relating to Accessory Dwelling Units. Staff report by Hannah Prinzi, Planner

Hearing: City was applicant speaking in support of the Text Amendment application No one spoke in opposition.

Commission Action: Bailey moved to recommend the Text Amendment application be forwarded to City Council for approval, seconded by Boston.

Motion Passed: 7-0

TEXT AMENDMENT
TA-22-03

TO:	**City of Pueblo Planning and Zoning Commission**
FROM:	**Beritt Odom, Principal Planner; Hannah Prinzi, Planner; Mikaylin Hackley, Planner**
THROUGH:	**Scott Hobson, Acting Director of Planning and Community Development**
DATE:	**June 11th, 2025**
SUBJECT:	**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 UNTS**

BACKGROUND

Accessory dwelling units (ADUs) are independent residential units that are incidental and accessory to a principal residence located on the same property. In other words, ADUs contain the space and means to cook, sleep, sanitize, and otherwise live that is completely separate from the principal residence. They can either be attached, detached, or integrated into the principal residence. An attached ADU shares at least one common wall with the principal residence and expands the house's footprint; a detached ADU is in a separate structure from the principal residence with its own footprint; an integrated ADU is contained within the principal residence and does not expand the house's footprint (See Exhibit A for ADU types).

Staff began drafting a text amendment to permit ADUs that balances the need to preserve existing neighborhoods' character in 2022, hence this report's case number TA-22-03. The 2022 Regional Comprehensive Plan, which was recommended by P&Z and approved by City Council, identified ADUs as one way to support the region's needs for smaller, more affordable units and multi-generational housing options, to support infill redevelopment, and to meet the needs of current and future residents.

ADUs became a time-sensitive priority for staff in response to House Bill 24-1152, which was passed by the Colorado General Assembly in 2024. The legislation requires subject jurisdictions to allow a minimum of one ADU as an accessory use to a one-family residence wherever a one-family residence is allowed. It also establishes how a subject jurisdiction may or may not restrict ADUs. Subject jurisdictions, including the City of Pueblo, must demonstrate their compliance with House Bill 24-1152 no later than June 30th, 2025. Staff worked closely with the Department of Local Affairs (DOLA) to receive a six-month extension for compliance after submitting a proposed draft and timeline for demonstrating compliance.

The following aspects of the proposed text amendment are dictated by the state legislation. First, the City must create an administrative approval process to allow ADUs on any lot that contains a one-family residence. The only time the approval of an ADU can be elevated to a public hearing is if the lot is in a Historic District, on a designated historic property, or if the ADU cannot be approved as proposed without a variance. This does not inhibit the City from creating objective standards to approve the ADU administratively, which are covered below. Second, the City of

Pueblo can only require the owner of a lot to demonstrate they occupy their property at the time of constructing a new ADU or converting an existing space into an ADU. Third, the City cannot limit ADUs with a gross floor area between 500-750 sq. ft. Fourth, the City can only require a new parking space for an ADU if the lot is located on a block where on-street parking is prohibited. (See Exhibit B for a map of where on-street parking is prohibited, hence where a new parking space would be required.) Fifth and finally, the City cannot hold ADUs to a higher design standard than one-family residences. The proposed text amendment incorporates these aspects, and DOLA provided a courtesy review of the proposed text amendment to ensure it complies with state legislation.

ANALYSIS

The Planning and Community Development Department proposes the following ordinance to permit ADUs in a way that complies with state legislation without detracting from the character of Pueblo's neighborhoods. The proposed text amendment permits an ADU in conjunction and accessory to a one-family residence through an administrative approval process. However, it prohibits an ADU from being sold or subdivided separately from the one-family residence. Only one ADU can be located on any lot or parcel. Mobile Homes, RVs, and any other structure not placed on a permanent foundation cannot be used as an ADU. Similarly, the ADU can only be built on a lot that contains a site-built or manufactured home placed on a permanent foundation. Any lot that contains a duplex, townhouse, multi-family residence, mobile home, or RV cannot have an ADU. An ADU cannot exceed 800 sq. ft. of gross floor area or 100% of the principal residence, whichever is less. For example, a lot that contains a 1,500 sq. ft. home could allow a maximum 800 sq. ft. ADU, but a lot containing a 750 sq. ft. home would be limited to a maximum 749 sq. ft. ADU.

The placement of the ADU is also limited. All ADUs must adhere to front-yard and side-yard setbacks set by the zone district, which is the same requirement for residences and other accessory structures like a garage. Typically, the front-yard setback is 25 feet from the front property line, and the side-yard setback is 5 feet. A detached ADU may be placed as close as 5 feet from the rear property line if it is 16 feet in height or less. If the detached ADU is taller than 16 feet, it must be placed at least 15 feet from the rear property line. Attached ADUs must adhere to rear-yard setback requirement based on the zone district, which is typically 15 feet. (See Exhibit C for an example of setback requirements.) A detached ADU cannot be taller than the main home, while the height of an attached ADU is instead limited to the maximum height set by the zone district, which is typically 35 feet. Attached ADUs have slightly different requirements because they mirror requirements for home additions.

Finally, the proposed text amendment includes architectural and design standards for ADUs. Attached ADUs must be architecturally compatible with the principal residence, meaning they must be constructed using the same exterior siding materials, siding color, roof material, and roof color of the house. This mirrors the City's requirements for home additions. Detached ADUs must compliment the main house by using similar color and similar architectural detailing, such as windows and trim. Detached ADUs must also include at least 7 of the 17 design features provided in the proposed text amendment to prevent blank walls devoid of details. Single-family residences are permitted similarly; they must include at least 8 design features. (See Exhibit D for examples of architectural compatibility and design features.)

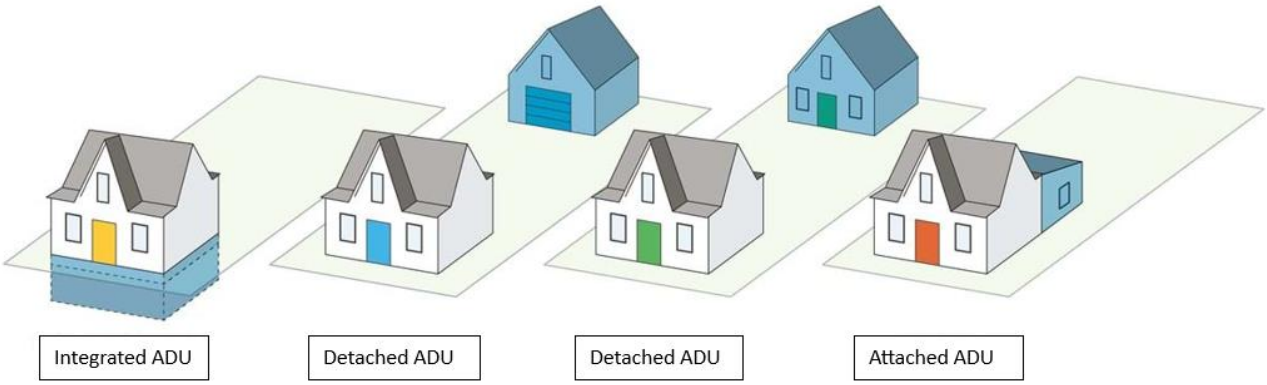
RECOMMENDATION:

If the Planning and Zoning Commission finds the proposed ordinance regarding accessory dwelling units is appropriate, staff recommends a recommendation of **APPROVAL** of the Text Amendment to be forwarded to City Council.

ATTACHMENTS:

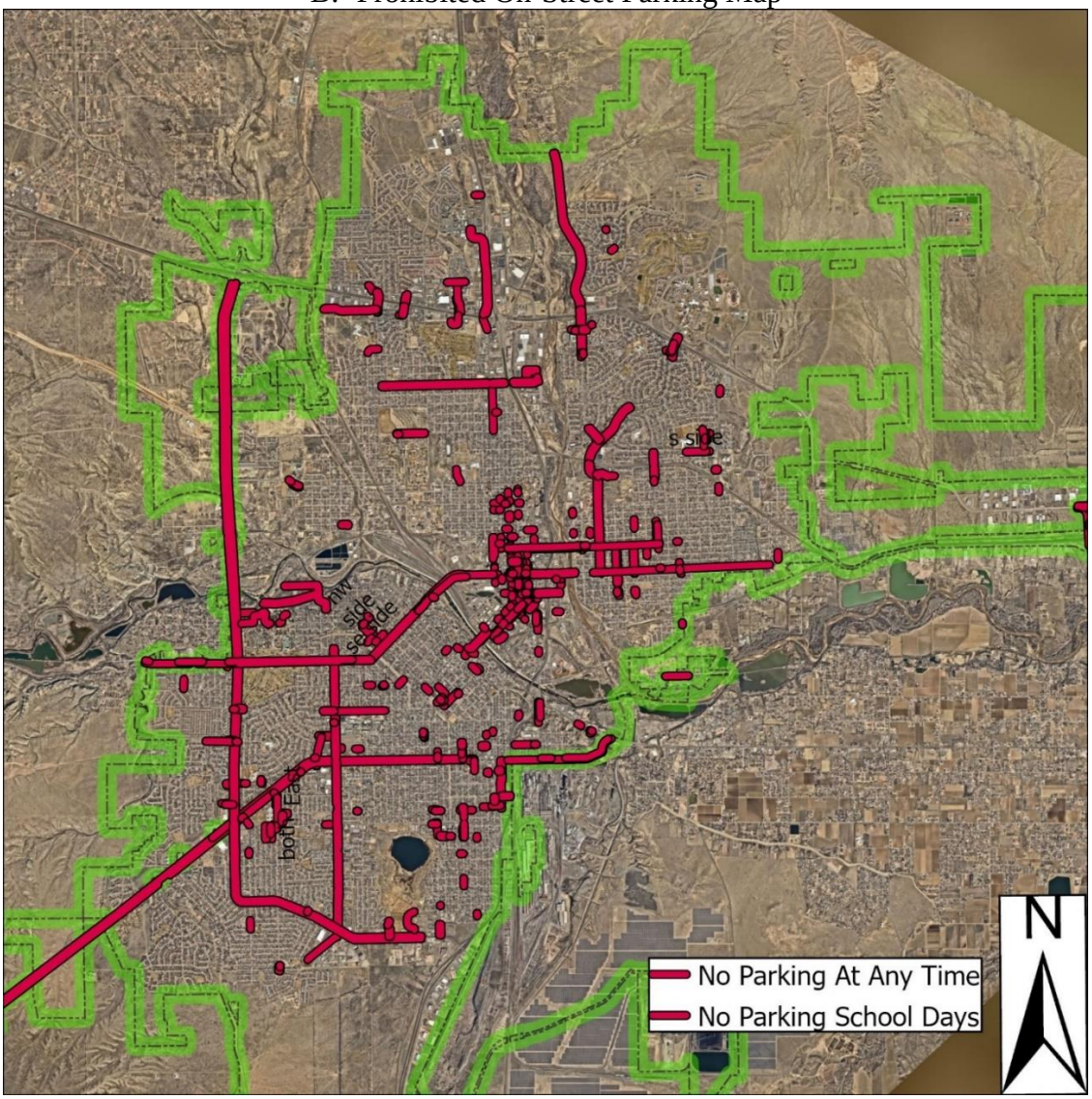
a. Type of ADUs
b. Prohibited On-Street Parking Map
c. Setbacks
d. Architectural Combability
e. Proposed Ordinance

A. Types of ADUs



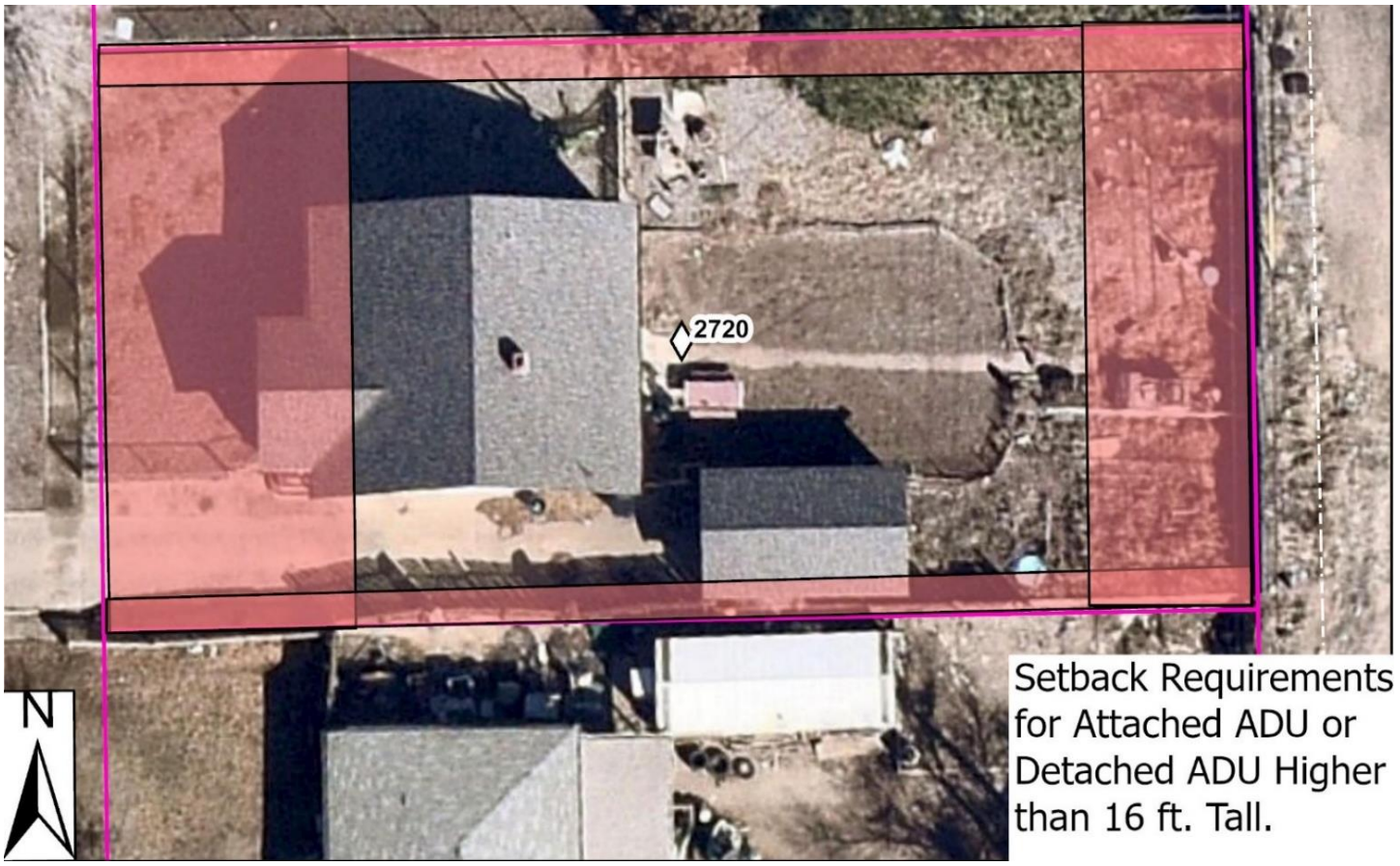
(Image from ADU West Coast)

B. Prohibited On-Street Parking Map



C. Setbacks

N
Setbacks
Requirements for a
Detached ADU less
than 16 ft tall


2720
N
Setback Requirements for Attached ADU or Detached ADU Higher than 16 ft. Tall.

D. Architectural Compatibility and Design Features

Matching Roof Colors

Matching Exterior Siding Materials

Design Features: Trim, Windows, Window Shutters, Contrasting Colors, Contrasting Siding Materials, Roof Offset, Covered Porch. The exterior colors would need to match that of the house.

(560 Square Foot Manufactured Home from Champion Homes)

Design Features: Trim, Windows, Contrasting Color, Contrasting Siding Material, Roof Offset, Covered Porch, Roof Pitch 2/12 or Greater. The exterior colors would need to match that of the house.

(389 Square Foot Manufactured Home from Champion Homes)

E. Proposed Ordinance

ORDINANCE NO. _____

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

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 17-2-2 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-2-2. Use Definitions

(0.5) *Accessory dwelling unit, established* means [a separate, complete independent housekeeping unit with a separate entrance, kitchen, sleeping area, and full bathroom facilities. This must be detached from an existing single-family structure] an attached, detached, or integrated accessory dwelling unit that was [used and] occupied [for single-family residential use before] prior to February 1, 1968. This will allow the same accessory use to be reestablished. The discontinuance of the accessory dwelling unit will not prevent reestablishing the preexisting accessory dwelling unit. The number of dwelling units shall not be more than the same number of dwelling units that existed when the accessory dwelling use was first legally established.

…

(128) Residence:

…

(e) *Accessory Dwelling Unit* means an attached, detached, or integrated dwelling unit that is incidental and accessory to a one-family residence on the same lot and provides complete and independent facilities for one or more individuals, including facilities for living, sleeping, eating, cooking, and sanitation.

1. Attached accessory dwelling unit: the accessory dwelling unit shares at least one (1) wall in common with the one-family residence on the same lot, increasing the footprint of the one-family residence.

2. Detached accessory dwelling unit: the accessory dwelling unit shares no common wall with the one-family residence on the same lot with its own footprint.

3. Integrated accessory dwelling unit: the accessory dwelling unit is contained completely within the building envelope of the one-family residence on the same lot with no increase to the footprint of the one-family residence.

SECTION 2.

Section 17-4-23. of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-4-23. Accessory buildings and structures.

…

(a) General provisions. All accessory structures shall comply with the following general conditions:

…

(7) [No accessory structure shall allow residential occupancy except as specifically authorized under Section 17-4-51 of this chapter.] All accessory dwelling units, including established accessory dwelling units, are exempt from the provisions of this section.

SECTION 3.

Section 17-4-16. of the Pueblo Municipal Code is hereby added to read as follows:

Sec. 17-4-16. Accessory Dwelling Unit Development Performance Standards

a. Applicability. One accessory dwelling unit is allowed as an accessory use to a one-family residence in any zone district where a one-family residence is allowed, including in any Planned Unit Development (PUD) Districts that allow one-family residences. A one-family residence includes a detached single-family dwelling unit and a manufactured home placed on a permanent foundation designed by a Colorado registered design professional, but excludes a two-family residence, townhouse, multi-family residence, mobile home, or recreational vehicle.

b. The following standards apply to all accessory dwelling units.

    a. The owner of a lot must demonstrate occupancy of the lot when an application is submitted to construct a new accessory dwelling unit on a lot that already contains a one-family residence or to convert part of an existing one-family residence into an accessory dwelling unit. Proof of occupancy may include, but not be limited to, a computer-generated utility or medical bill, first-class mail, or bank statement that includes the subject property address and is dated within 12 months of applying to construct or convert an accessory dwelling unit.

    b. The accessory dwelling unit shall not be sold separately from the one-family residence on the same lot; nor shall the lot on which the accessory dwelling unit and one-family residence are situated be further subdivided or rearranged to create individual lots for the purpose of separating ownership of the accessory dwelling unit from the ownership of the one-family residence.

    c. The construction or conversion of an accessory dwelling unit or modifications to an existing accessory dwelling unit located on properties in a Historic District or on a designated or landmarked historic property shall follow design standards and procedures of that district.

    d. Prefabricated homes such as manufactured homes are allowed for use as an accessory dwelling unit if placed on a permanent foundation designed by a Colorado registered design professional.

    e. Mobile homes, recreational vehicles, or other structures not placed on a permanent foundation designed by a Colorado registered design professional shall be prohibited for use as an accessory dwelling unit.

    f. No more than one (1) accessory dwelling unit shall be located on any lot and only in conjunction with a one-family residence.

    g. The gross floor area of the accessory dwelling unit shall not exceed one hundred percent (100%) of the gross floor area of the one-family

residence on the same lot or eight hundred (800) square feet, whichever is less.

h. Height
    1. Attached accessory dwelling units shall comply with the maximum building height of the zone district.
    2. Detached accessory dwelling units shall not exceed the height of the one-family residence on the same lot.

i. Setbacks.
    1. Attached accessory dwelling units shall comply with the minimum rear-yard setback requirements of the zone district.
    2. Detached accessory dwelling units sixteen (16) feet or lower in height may be placed as close as five (5) feet to the rear property line. A detached accessory dwelling unit higher than sixteen (16) feet shall comply with the minimum rear-yard setback requirements of the zone district.
    3. All accessory dwelling units shall comply with the minimum front-yard and side-yard setback requirements of the zone district.

j. Parking. One (1) off-street parking space shall be provided in connection with the construction or conversion of an accessory dwelling unit if all three conditions are met:
    1. The lot does not have an existing off-street parking space that could be used for the accessory dwelling unit, including an existing driveway, garage, or tandem parking space;
    2. The lot is in a zone district that, as of January 1st, 2024, requires one or more parking spaces for the one-family residence; and
    3. The lot is located on a block where on-street parking is prohibited.

k. If the three conditions listed under subsection (j) are not met, but the accessory dwelling unit is located on a lot containing an existing driveway, garage, tandem parking space, or other off-street parking space at the time of construction or conversion of the accessory dwelling unit that is not designated for use by the one-family residence, one such parking space shall be designated for use by the accessory dwelling unit.

c. Design Standards.
    a. Attached accessory dwelling units shall be architecturally compatible

with the one-family residence on the same lot. Architectural compatibility shall mean construction using similar exterior siding materials and colors, and similar roofing materials and colors.

b. Detached accessory dwelling units shall be complimentary to the one-family residence on the same lot by using similar exterior colors and similar architectural detailing.

c. Detached accessory dwelling units shall also use a minimum of seven (7) of the following seventeen (17) design features:

    1. The front door of the accessory dwelling unit shall be parallel to the front lot line;
    2. A roof with a pitch that is 2/12 or greater;
    3. A hip roof;
    4. A flat roof with a parapet wall;
    5. Have masonry or other contrasting material that project from the wall plane on the building façade that is parallel to the front lot line;
    6. One (1) or more dormers that are parallel to the front lot line;
    7. Three (3) or more gables;
    8. Building face or roof offsets (minimum twelve-inch offset) that are parallel to the front lot line;
    9. Two (2) or more windows, with a combined minimum of twenty [20] square feet of glazed area, that are parallel to the front lot line;
    10. Bay or bowed windows that are parallel to the front lot line;
    11. Window shutters on front, side and rear windows;
    12. Minimum ten-inch eaves (all house eaves);
    13. One (1) or more of the following types of exterior siding:
        1. Horizontal lap siding, including simulated horizontal lap siding;
        2. Vertical siding, with a pattern repeat of less than twelve (12) inches;
        3. c) Beveled siding; or
        4. d) Stucco;
    14. A covered porch entry (minimum three-foot depth) for the front entrance. When the front entrance is not parallel to the front lot line, the porch shall be visible from the street;
    15. Have wood or composition trim, four inches wide, on all

exterior facades;

16. Have more than one (1) exterior material or contrasting color (not including trim material); or
17. Have an attached pergola, balcony, or similar attached outdoor amenity.

SECTION 3.

Section 17-4-51 of the Pueblo Municipal Code is hereby amended to read as follows:

…

(c) Permitted Use Table

Table of Uses

USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																		
				A-1	A-2	A-3	A-4	R-1	R-2	R-2U	R-3	R-4	R-5	R-6	R-7	R-8	RCN	O-1	B-1	B-2	B-3	B-4	B-P	CCN (Maior)	CCN (Minor)	H-B	HARP-1	HAPR-2	HARP-3	I-1	I-2	I-3	S-1	S-2	S-3	S-4	S-5
RESIDENTIAL USES																																						
Household Living	Child care home	(33)b.		C	C	C	C	C	C	C	C	C	C	C	C	C	S							S	S														
	Home based business	(72)		C	C	C	C	C	C	C	C	C	C	C	C	C	C		C	C	C	C		C	C	C	C	C	C									
	Live-work unit	(83)		C	C								C				C		C	C				C	C													
	Manufactured home, one-family	(84)	§ 17-4-11	P	P	P	P	P	P	P	P	P	P	P	P	P																						
	Mobile home, one-family	(93)													P	C																						
	Mobile home park	(94)													P																							
	Residence, condominium	(128)a.										S	P	P							S	S				S	S	S	S									
	Residence, established	(128)b.																	P	P	P	P																
	Residence, multifamily	(128)c.									S	P	P	P			S				S	S		S	S	S	S	S	S									
	Residence, one-family	(128)d.	§ 17-4-11	P	P	P	P	P	P	P	P	P	P	P		P	P		S	S				P	P													
	Residence, accessory dwelling unit	**(128) e**	**§ 17-4-16**	P	P	P	P	P	P	P	P	P	P	P		P	P		P	P				P	P													
	Residence, townhouse	(128)f.	§ 17-4-11					P	P	P	P	P	P	P			P																						
	Residence, two-family (duplex)	(128)g.		P	P				S	S	P	P	P	P			P		S	S				P	P													
	Residence, watchman or caretaker	(128)h.																			S	S	S							S	S	S						

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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.

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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.

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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.

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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.

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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.

. . .

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**

. . .

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.

. . .

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.

. . .

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.

. . .

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: A20462D5-603C-4A19-83E3-DFDDA50DA8DF

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 6 Yes to 1 No , on August 25, 2025

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

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 25, 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 August 11, 2025.

Final adoption of Ordinance by City Council on August 25, 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

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

Docusign Envelope ID: EA1B46B6-E2C7-412A-9698-42BDC5BC91B8

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 25, 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

Docusign Envelope ID: EA1B46B6-E2C7-412A-9698-42BDC5BC91B8

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

Docusign Envelope ID: EA1B46B6-E2C7-412A-9698-42BDC5BC91B8

ORDINANCE NO. 11023

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.

Docusign Envelope ID: EA1B46B6-E2C7-412A-9698-42BDC5BC91B8

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 August 11, 2025.

Final adoption of Ordinance by City Council on August 25, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...

President of City Council

Docusign Envelope ID: EA1B46B6-E2C7-412A-9698-42BDC5BC91B8

Action by the Mayor:

☒ Approved on 8/27/2025 | 9:11 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
_____
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
_____
7C02EBDFFC3D43C...
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

Docusign Envelope ID: F885862A-E667-4D1B-B8FC-B3084A513A2A

City Clerk's Office Item # S4

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 25, 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:

Docusign Envelope ID: F885862A-E667-4D1B-B8FC-B3084A513A2A

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

Docusign Envelope ID: F885862A-E667-4D1B-B8FC-B3084A513A2A

ORDINANCE NO. 11024

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 August 11, 2025.

Final adoption of Ordinance by City Council on August 25, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: F885862A-E667-4D1B-B8FC-B3084A513A2A

Action by the Mayor:

☒ Approved on 8/27/2025 | 9:11 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

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
Page 1 of 2

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.

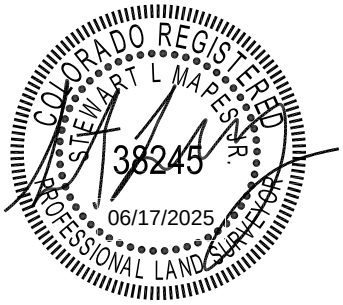

EXHIBIT A

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

Docusign Envelope ID: DD570ABF-BE4D-4951-807E-BB28947E540A

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 25, 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.

Docusign Envelope ID: DD570ABF-BE4D-4951-807E-BB28947E540A

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

Docusign Envelope ID: DD570ABF-BE4D-4951-807E-BB28947E540A

ORDINANCE NO. 11025

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.

Docusign Envelope ID: DD570ABF-BE4D-4951-807E-BB28947E540A

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 August 11, 2025.

Final adoption of Ordinance by City Council on August 25, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 8/27/2025 | 9:10 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

Docusign Envelope ID: 38936EDE-0917-437C-84B9-C1CF22F27A4A

City Clerk's Office Item # S6

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 25, 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.

Docusign Envelope ID: 38936EDE-0917-437C-84B9-C1CF22F27A4A

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

Docusign Envelope ID: 38936EDE-0917-437C-84B9-C1CF22F27A4A

ORDINANCE NO. 11026

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 August 11, 2025.

Final adoption of Ordinance by City Council on August 25, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 38936EDE-0917-437C-84B9-C1CF22F27A4A

Action by the Mayor:

☒ Approved on 8/27/2025 | 9:08 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

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.

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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: _____

Docusign Envelope ID: D27E31E1-B531-4CFF-9E86-F9E117FF3B0B

City Clerk's Office Item # S7

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 25, 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

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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. Charter Amendment Redline

Docusign Envelope ID: D27E31E1-B531-4CFF-9E86-F9E117FF3B0B

ORDINANCE NO. 11027

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(m). Request for Collective Bargaining

Collective bargaining shall not be requested or initiated except during the last calendar year of a collective bargaining agreement, providing that if no collective bargaining agreement then exists between the corporate authorities and the sole and exclusive bargaining agent for a bargaining unit, collective bargaining shall not be requested or initiated more than once during a calendar year. Written notice requesting a meeting for collective bargaining shall be served upon the other party on or before **[**the first day of April of such calendar year, except that for fire fighter and police officer bargaining units the written notice shall be served on or before**]** June 21 of such calendar year.

.
.
.

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).

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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. _____ - 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).

Docusign Envelope ID: D27E31E1-B531-4CFF-9E86-F9E117FF3B0B

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 August 11, 2025.

Final adoption of Ordinance by City Council on August 25, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 8/27/2025 | 9:10 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Docusign Envelope ID: D27E31E1-B531-4CFF-9E86-F9E117FF3B0B

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: FC5B2259-8FA1-4223-AB2F-6C304B70C59F

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 25, 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

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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

Docusign Envelope ID: FC5B2259-8FA1-4223-AB2F-6C304B70C59F

ORDINANCE NO. 11028

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:

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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 August 11, 2025.

Final adoption of Ordinance by City Council on August 25, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: FC5B2259-8FA1-4223-AB2F-6C304B70C59F

Action by the Mayor:

☐ Approved on 8/27/2025 | 9:09 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

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_____

Signed by:
_____
5A85950B7BCA402...
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

Docusign Envelope ID: 938CC8DF-234D-4BD6-B40B-6B2B6F4F0FC6

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 25, 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.

Docusign Envelope ID: 938CC8DF-234D-4BD6-B40B-6B2B6F4F0FC6

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

Docusign Envelope ID: 938CC8DF-234D-4BD6-B40B-6B2B6F4F0FC6

ORDINANCE NO.11029

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

Docusign Envelope ID: 938CC8DF-234D-4BD6-B40B-6B2B6F4F0FC6

. . .

(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.

Docusign Envelope ID: 938CC8DF-234D-4BD6-B40B-6B2B6F4F0FC6

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 August 11. 2025.

Final adoption of Ordinance by City Council on August 25, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☐ Approved on 8/27/2025 | 9:08 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
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City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 25, 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 August 11, 2025.

Final adoption of Ordinance by City Council on August 25, 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

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

Table of Contents

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Conclusion 26
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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.

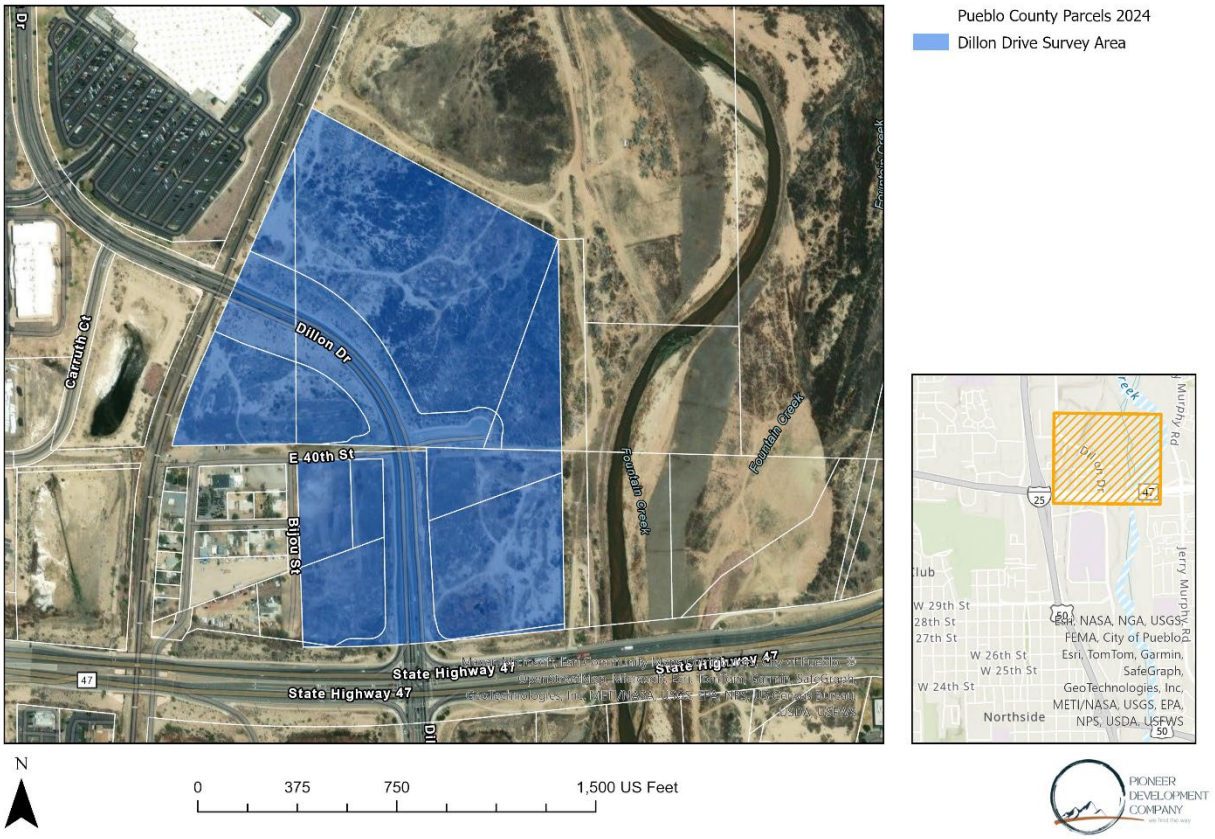
[1] Per C.R.S. 31-25-103(2)(l) only one blighting factor is necessary if all property owners and tenants' consent to inclusion.

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.

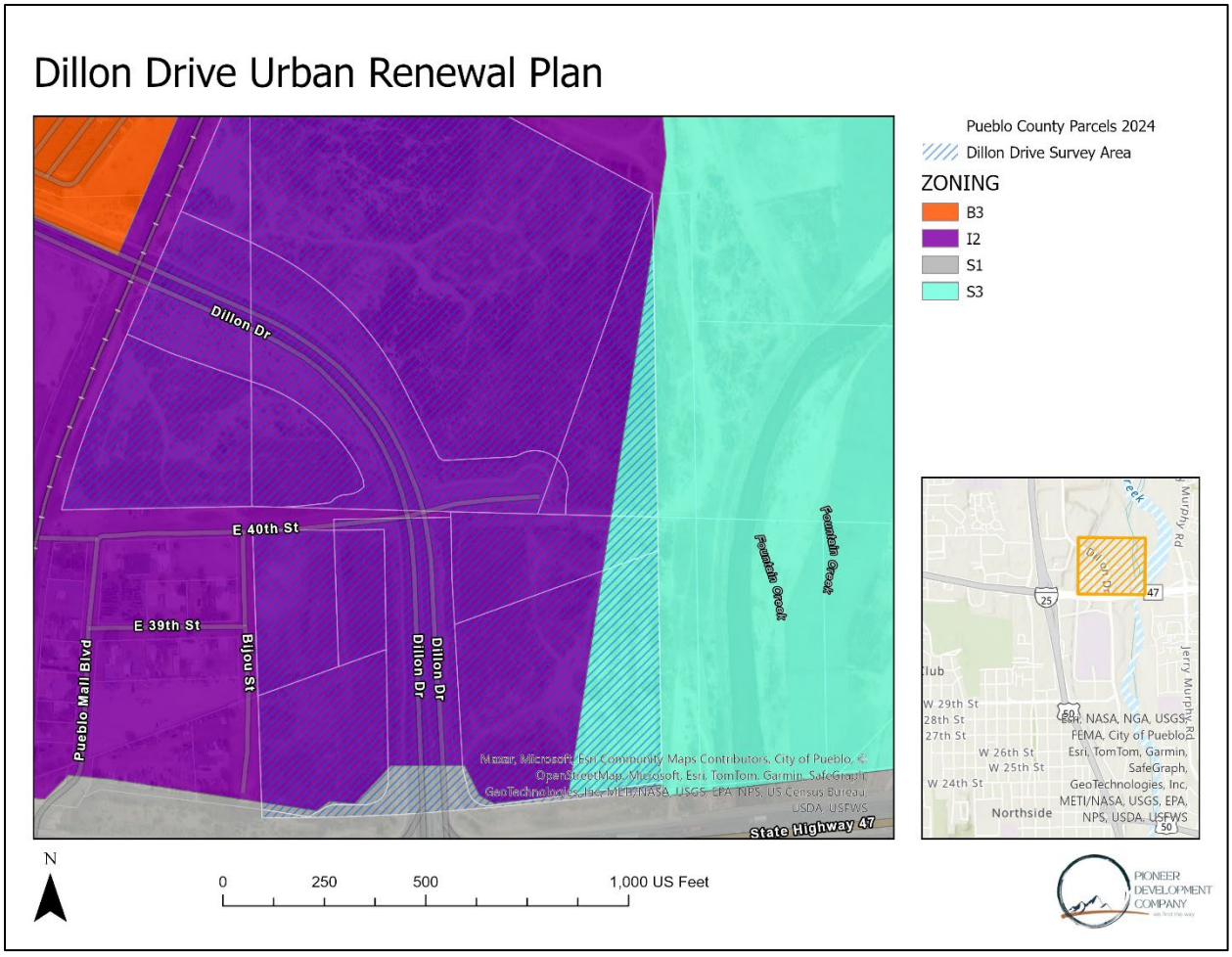
The Plan Area's statistics are described in the table below:

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.

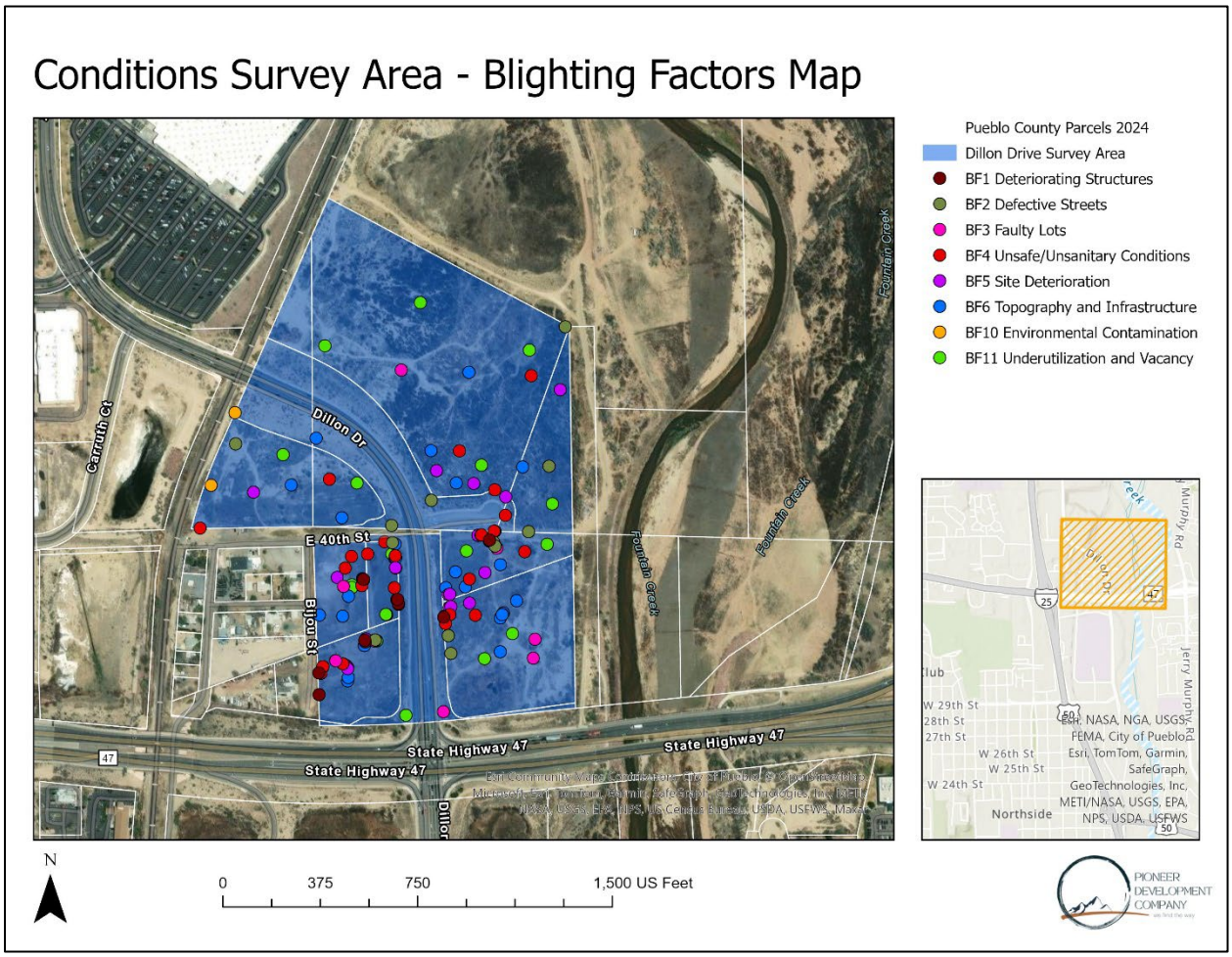
Current Assessment of Plan Area

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.



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

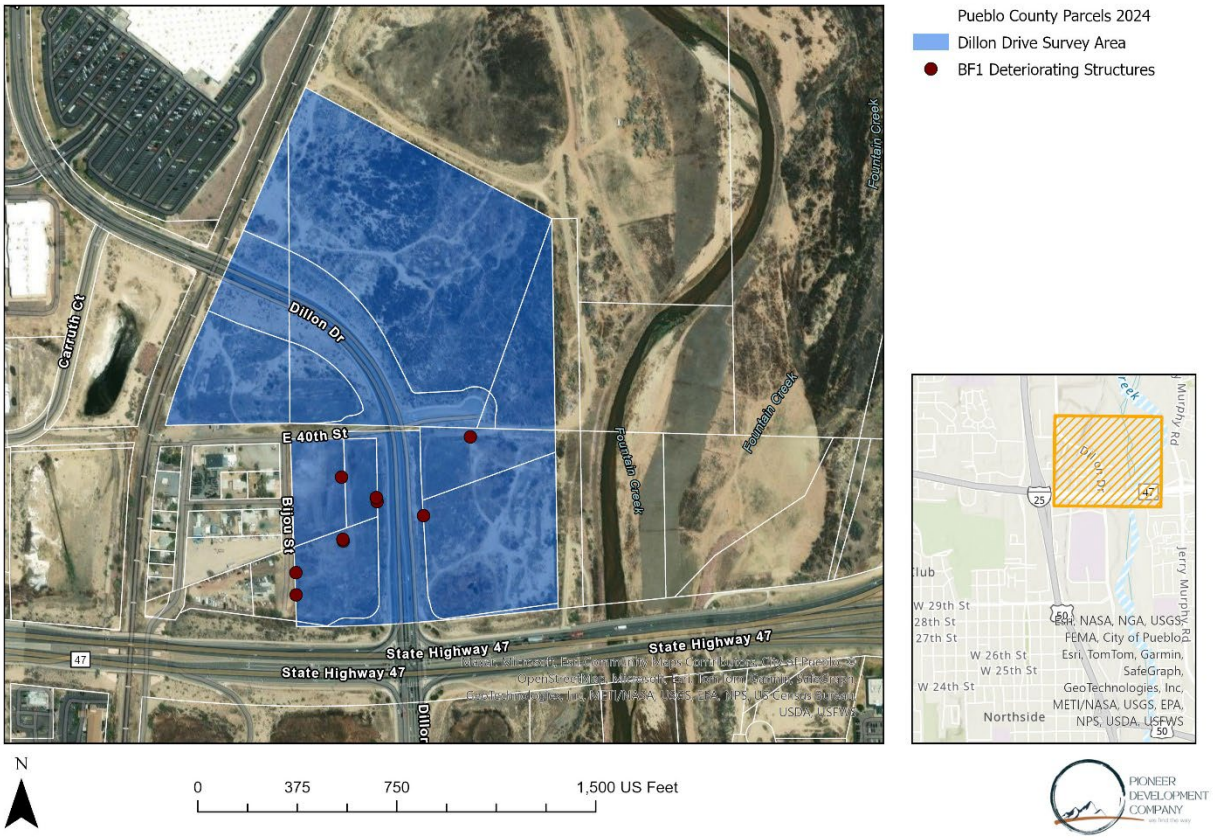
Findings

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

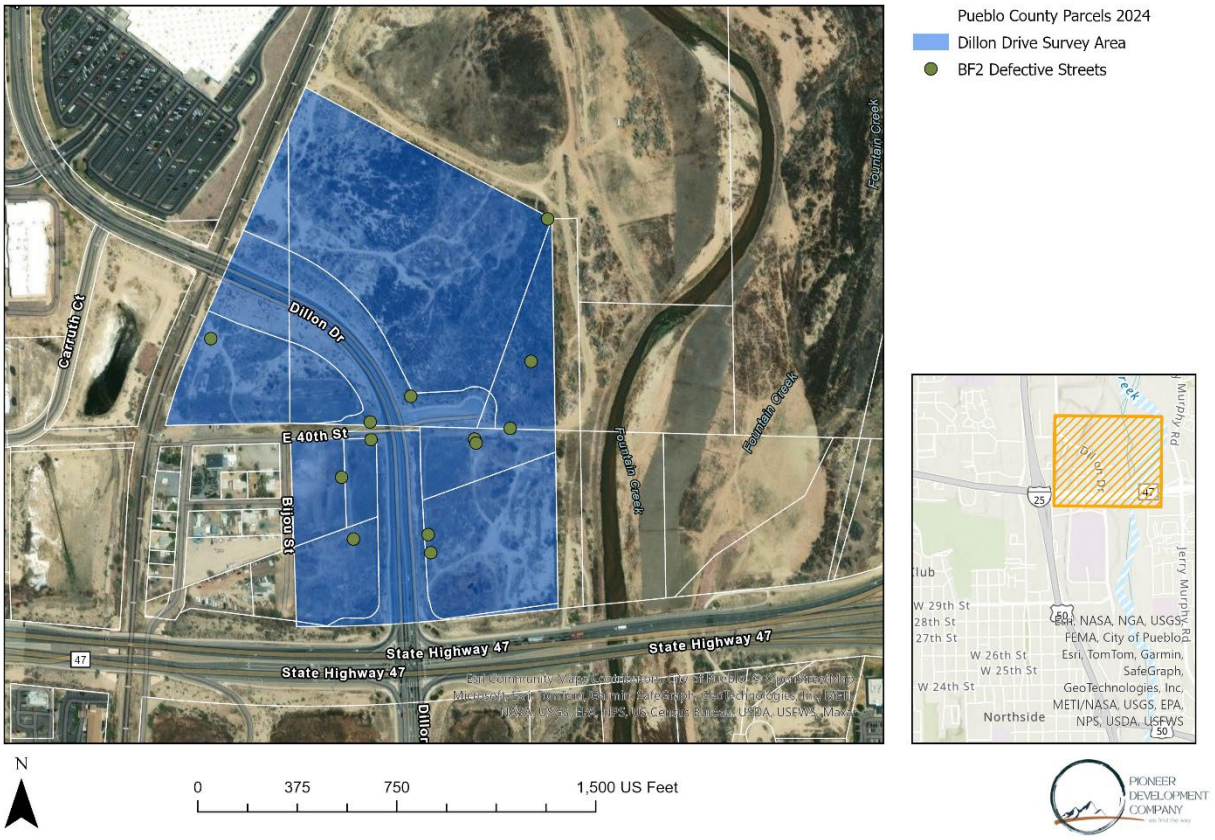
The survey area exhibited inadequate street networks, lack of streets, inadequate traffic safety facilities, streets that exhibit high degrees of traffic, streets in need of repair, poor emergency access and poor active transportation. Field work frequently identified conditions indicating the presence 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

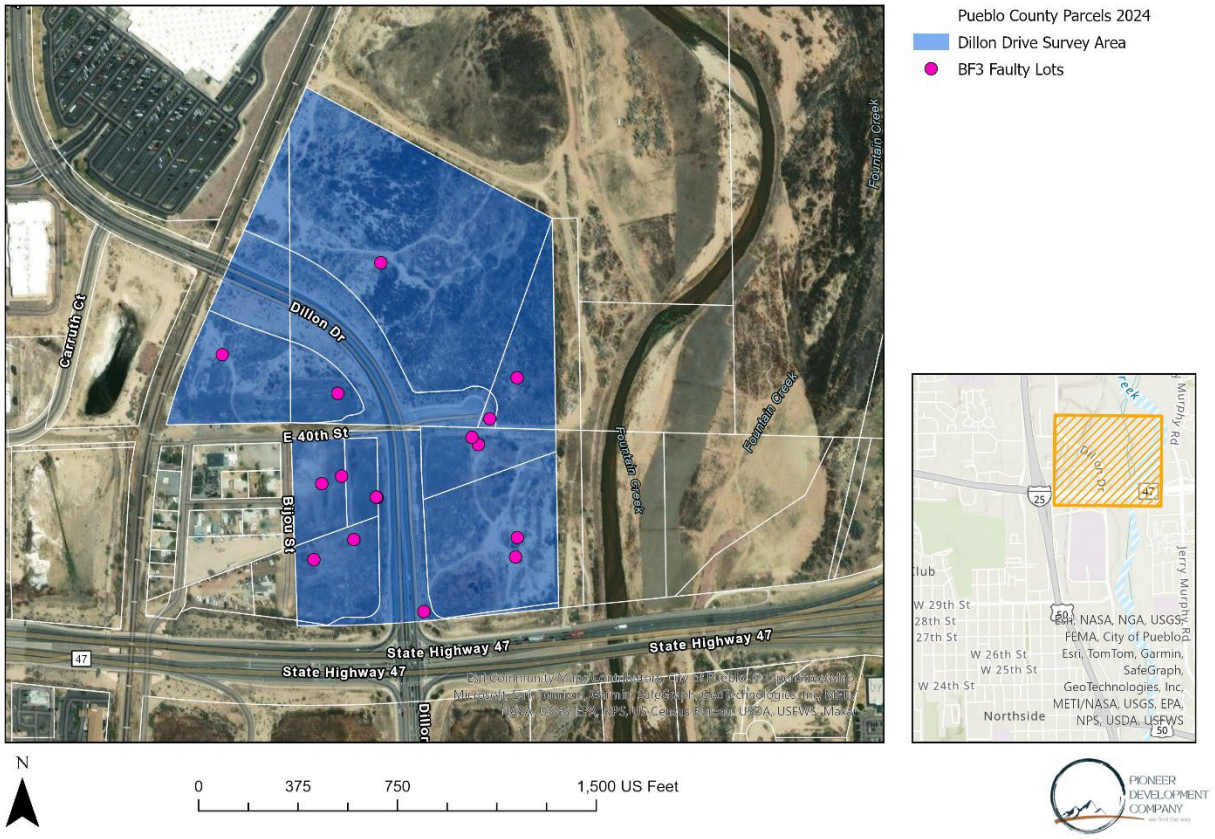
The survey area features fourteen parcels, all of which exhibit narrow, irregular, or oddly shaped features. These features and their corresponding nonuse and misuse conditions underscore this factor's presence.

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.

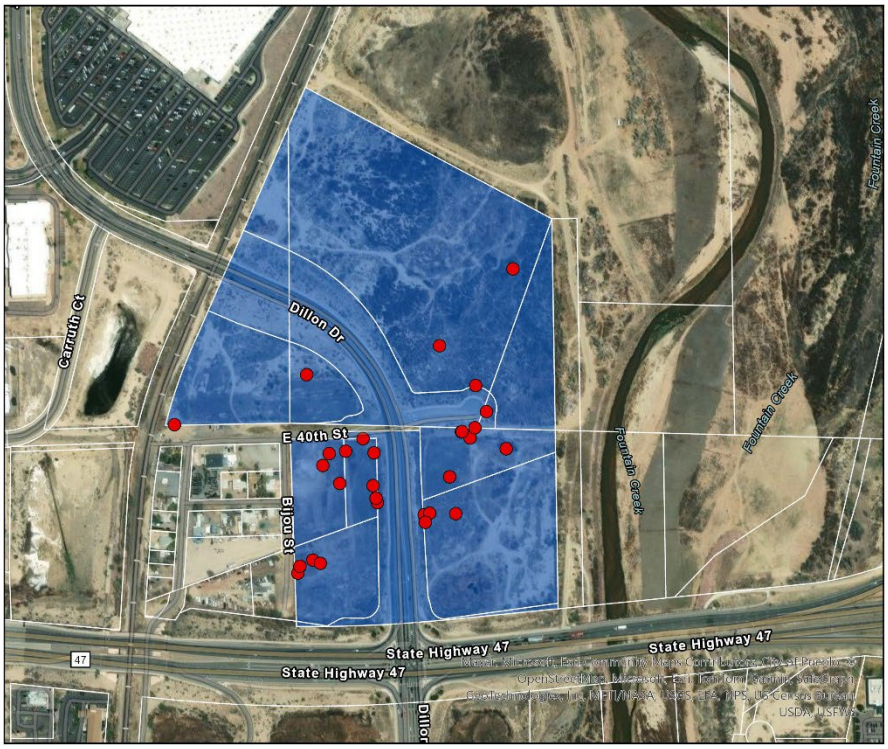
The most notable condition under this blighting factor is the floodplain. Nearly all of the survey area falls within the 100-year floodplain, as designated by FEMA's Special Flood Hazard Area AE. The area is near Fountain Creek, and portions of its easternmost parcel touch or overlap with this floodway. 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.

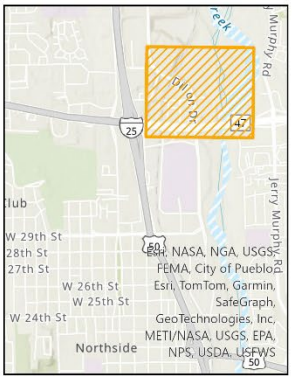
Steep topography and noxious weeds were another condition highlighting the presence of this factor. The survey area has steep topography on either side of Dillon Drive. Steep topography was especially prevalent in the southern parcel to the east of Dillon Drive. In addition to steep topography, noxious 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



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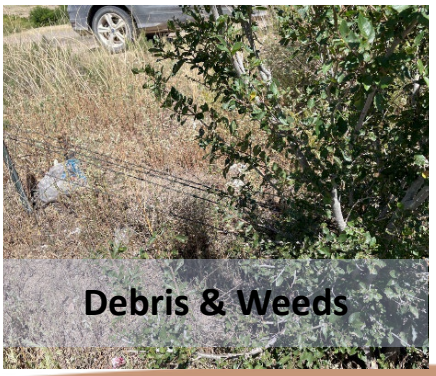
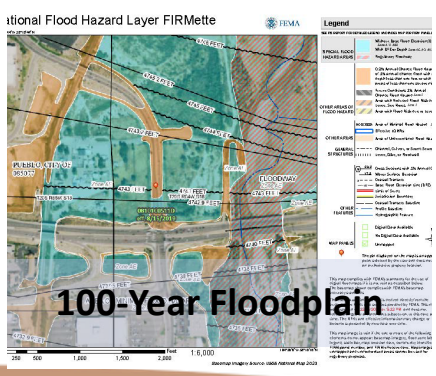
PIONEER DEVELOPMENT COMPANY





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

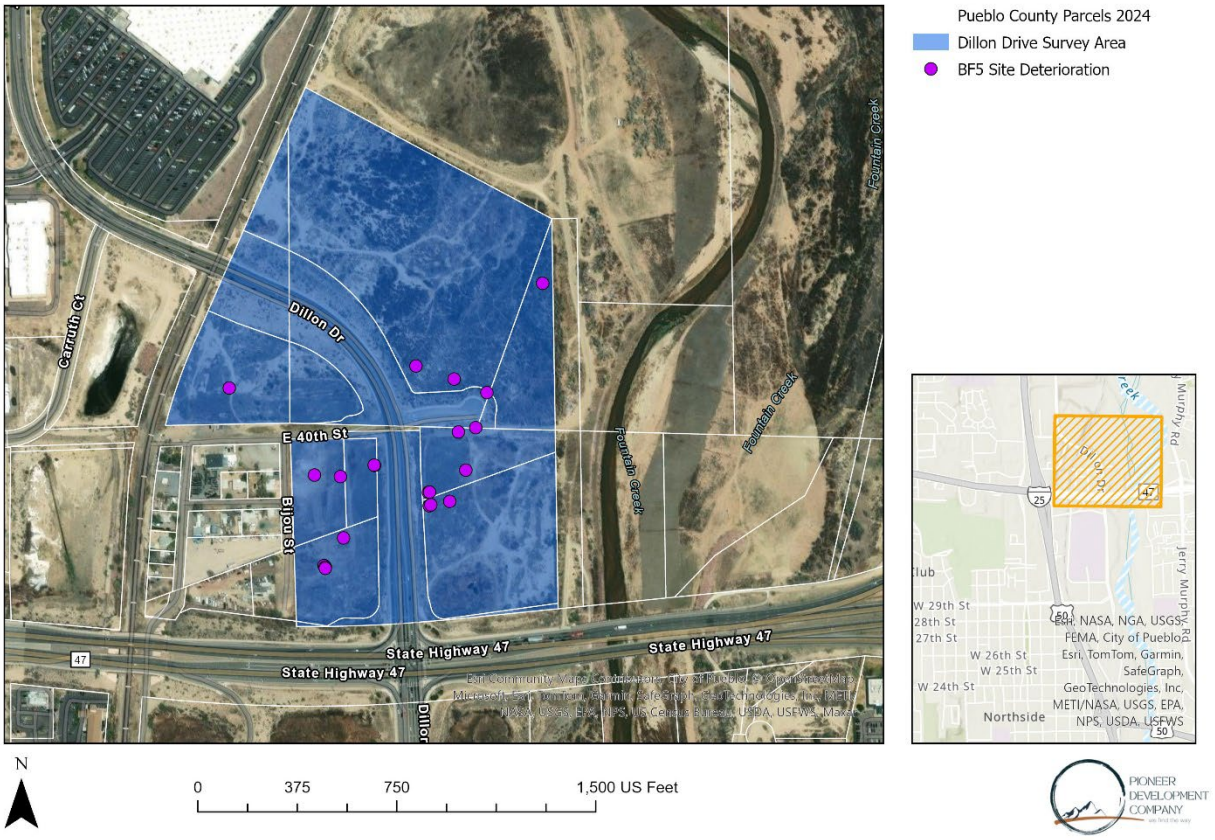
This factor includes conditions that contribute to a negative perception throughout the survey area. These conditions may include deteriorating outside elements such as signage, trash and debris, neglected landscaping, and missing public infrastructure. Many of these conditions were also identified in 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.

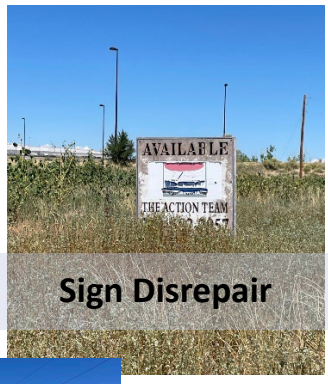
The combination of signage disrepair, neglected landscaping, damaged or missing public utilities, and trash, debris, and weeds in the survey area justified this blighting factor's inclusion.

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

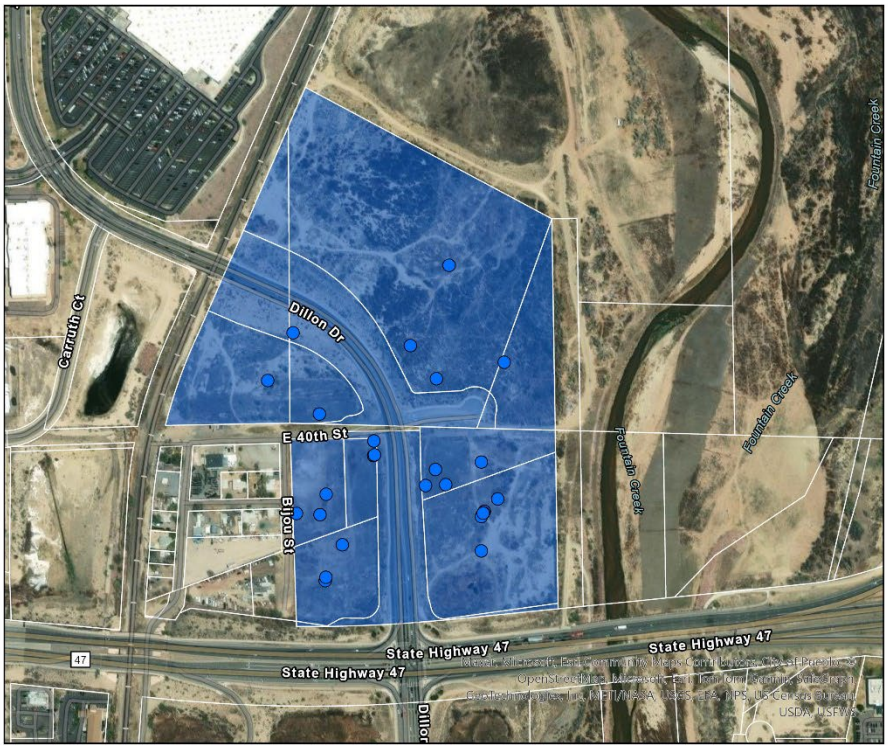
Blighting factors two (2), four (4) and five (5) identified conditions that also underscore the presence of blighting factor six (6) within the survey area. Inadequate public improvements or infrastructure, such as the missing road networks in factor two (2), and missing stormwater facilities identified 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.

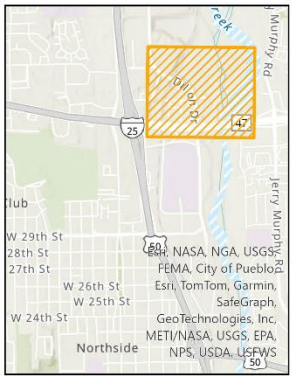
In addition to steep slopes, the area is missing public infrastructure necessary for redevelopment. These vanant properties are large in terms of acreage, and central services and roadways will need to be extended in order to activate the properties. Extending these services will be challenging on account 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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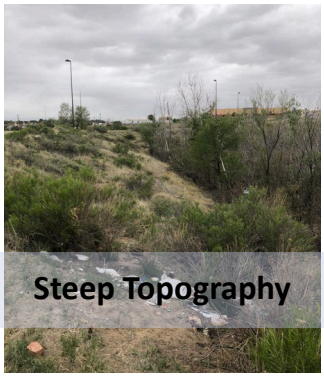
PIONEER DEVELOPMENT COMPANY



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:

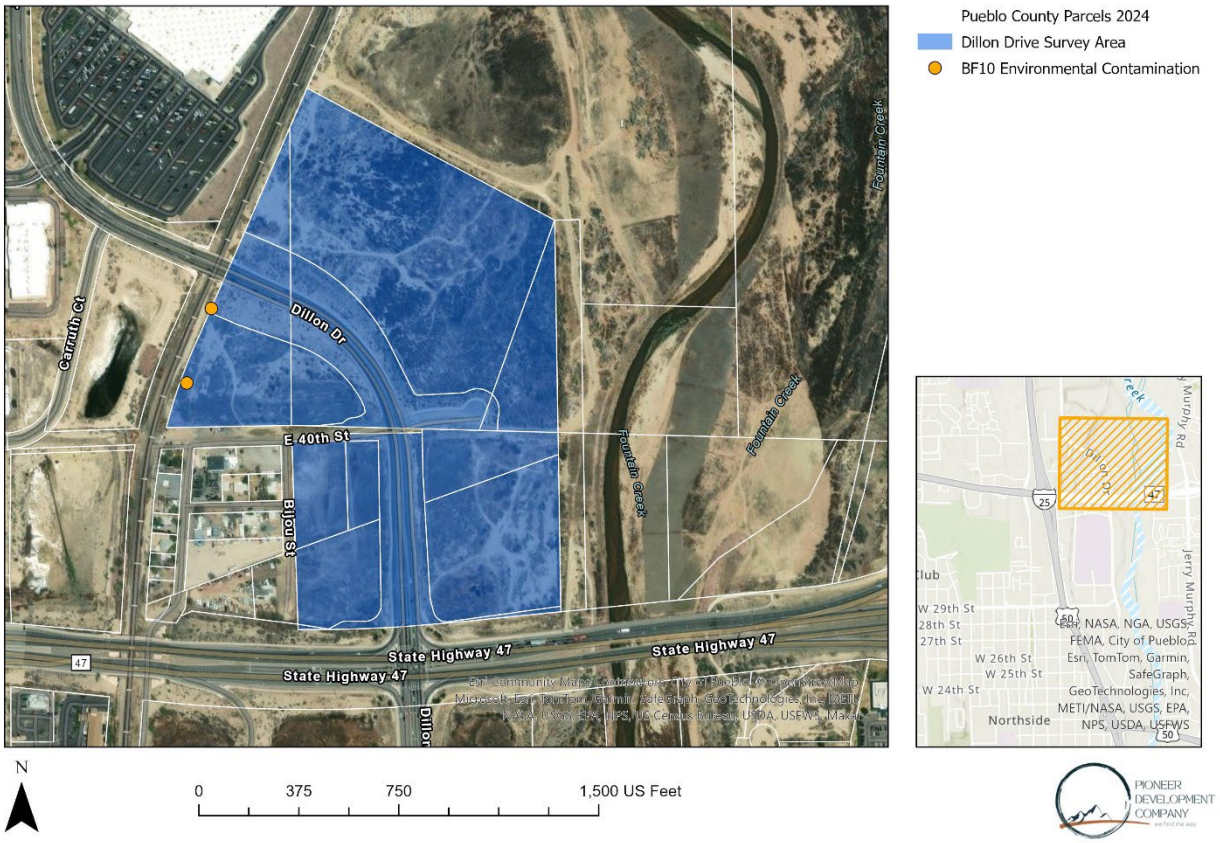
- The presence of hazardous materials in buildings or property

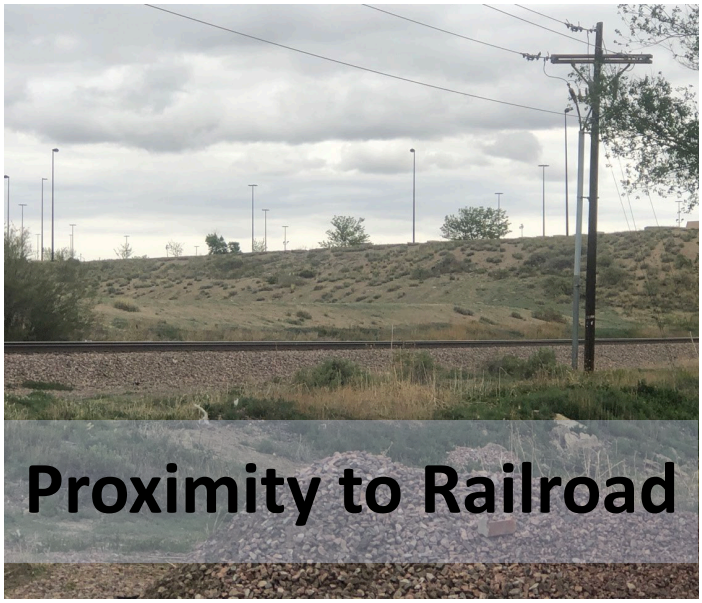
Findings

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

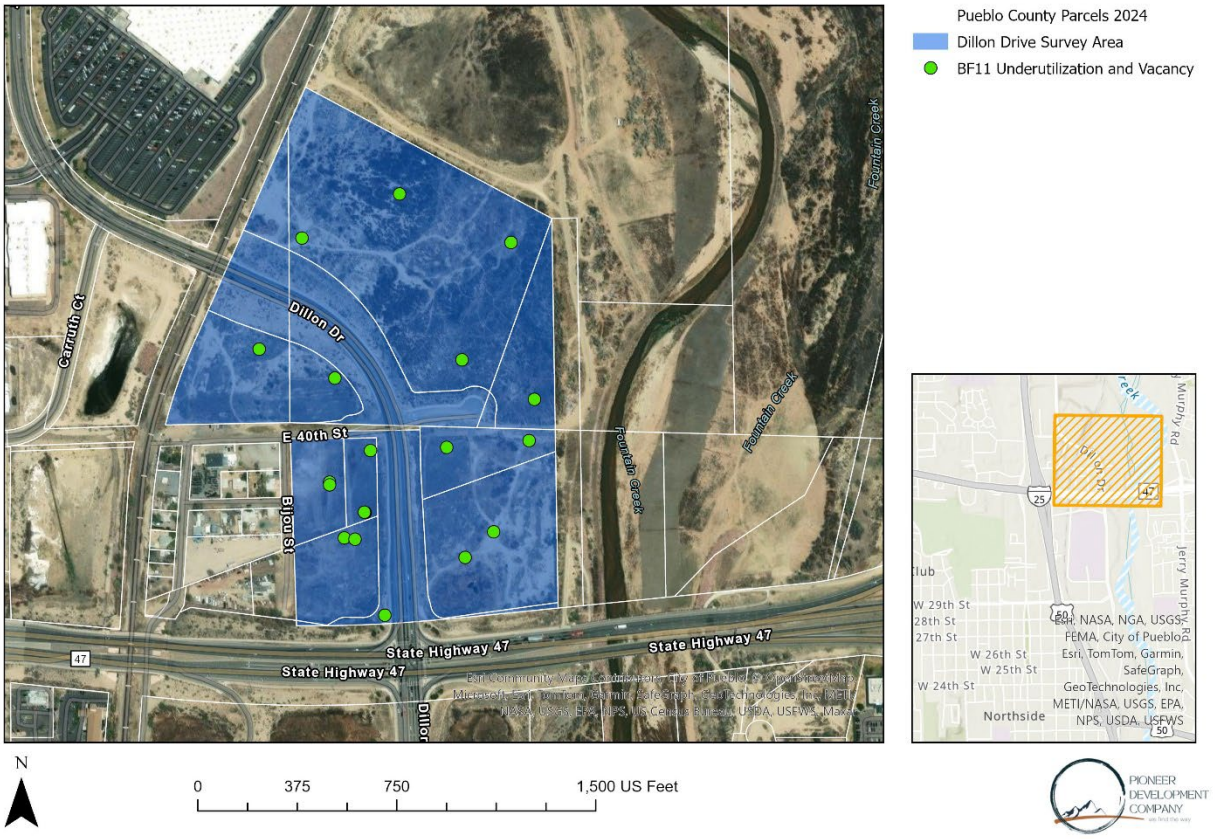
The survey area is characterized by vacant and underutilized parcels throughout its ~46.5 acres. This vacancy and underutilization are conditions that fall under Blighting Factor k.5.

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.

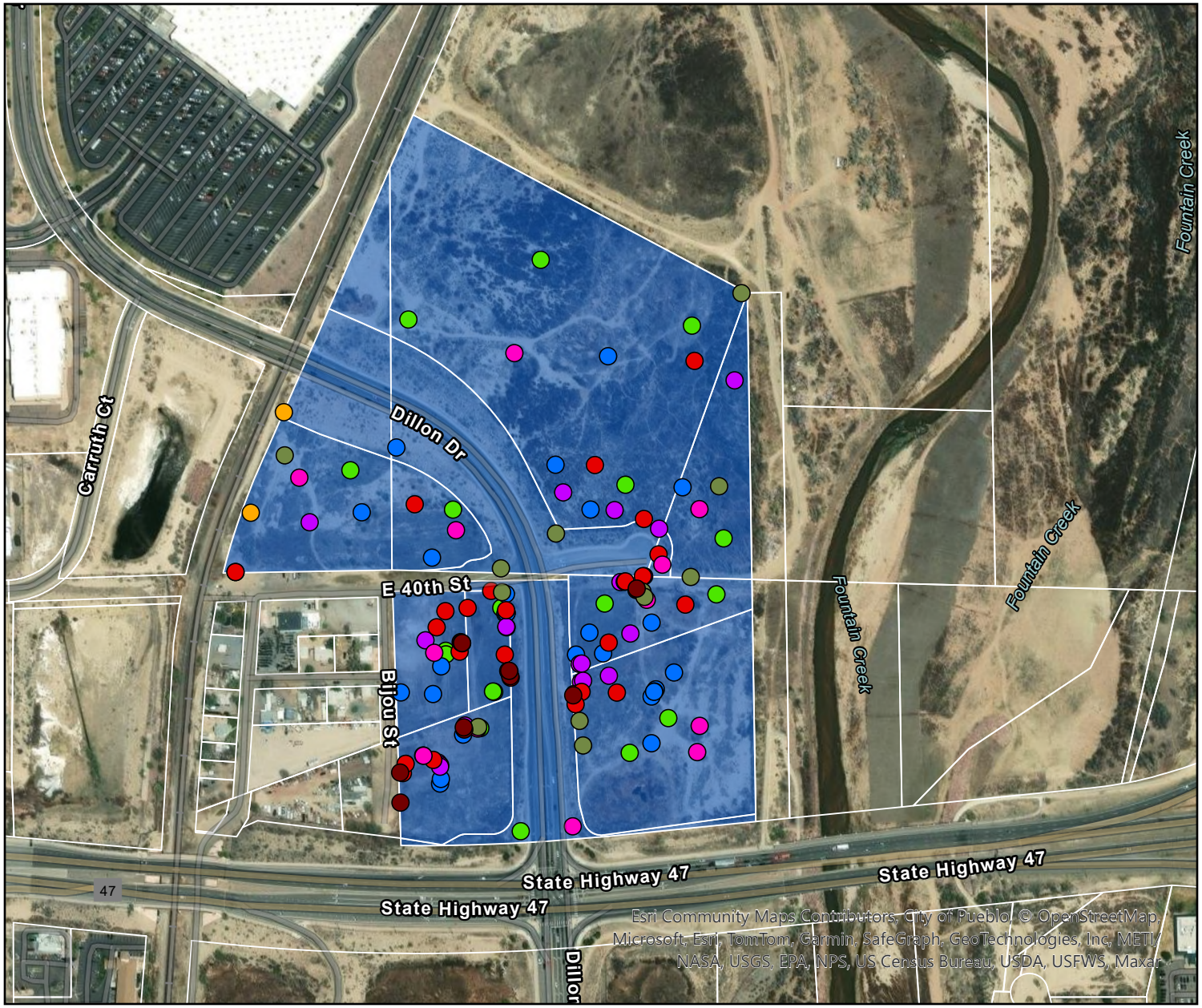
This Conditions Survey finds that the proposed Dillon Drive Urban Renewal Plan area can be declared a "blighted area" as defined by Colorado's Urban Renewal Law and therefore qualifies for urban renewal treatment.

Appendix

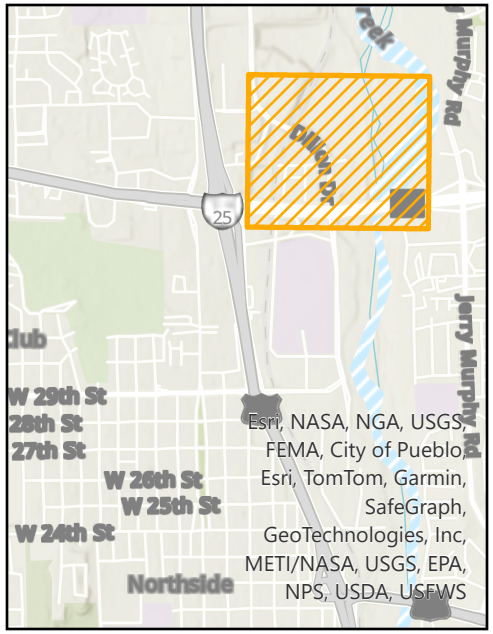
Conditions Survey Maps

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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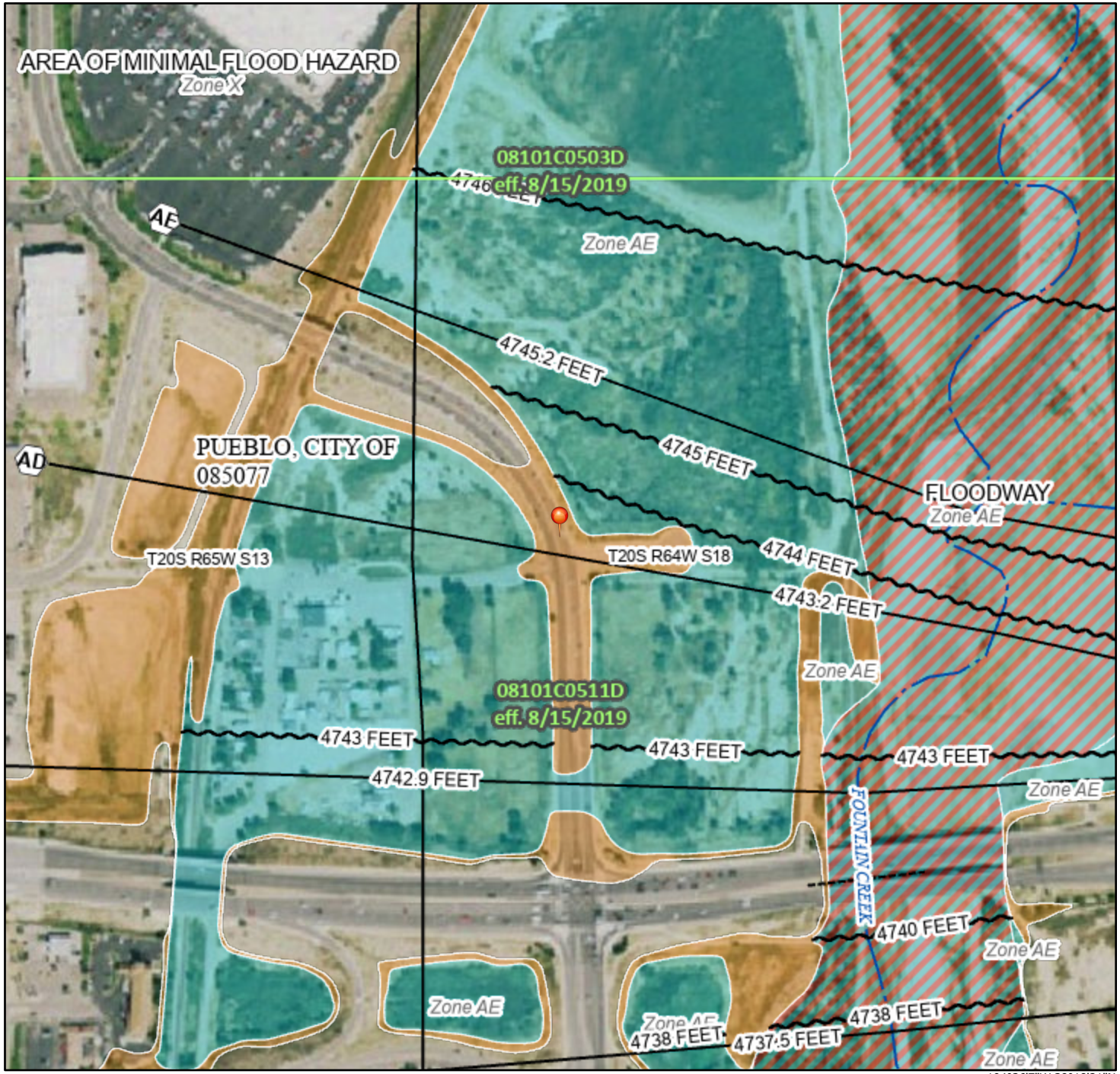
PIONEER DEVELOPMENT COMPANY
we find the way

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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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**

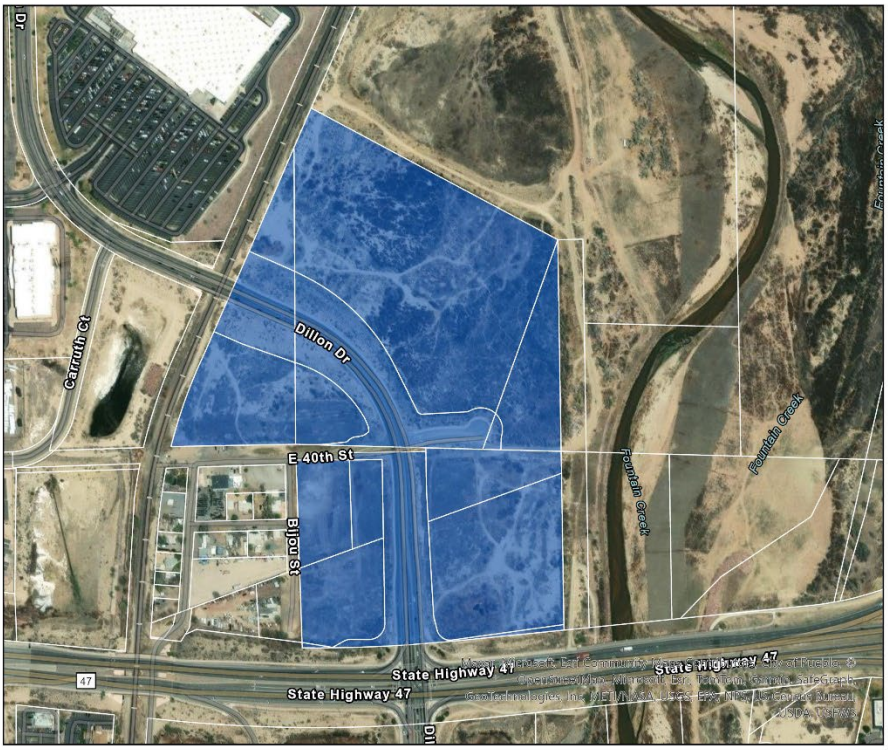
	Medical building elevator , LOT-2, BLOCK-3	
	Medical building fire alarm, LOT-2, BLOCK-3	
	Medical building fire sprinklers, LOT-2, BLOCK-3	
	Shopping building fire alarm, LOT-3, BLOCK-3	
	Shopping building fire sprinklers, LOT-3, BLOCK-3	
	Sub Total	$ 17,536,875
	7% Contingency	$ 1,227,581
	Total Costs	**$ 18,764,456**

Dillon Drive Urban Renewal Plan

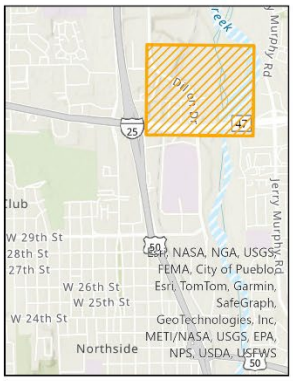
June 30, 2025

Prepared by:
Pioneer Development Company,
Pueblo Urban Renewal Authority (PURA)

Dillon Drive Urban Renewal Plan



Pueblo County Parcels 2024
Dillon Drive Survey Area



N

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**

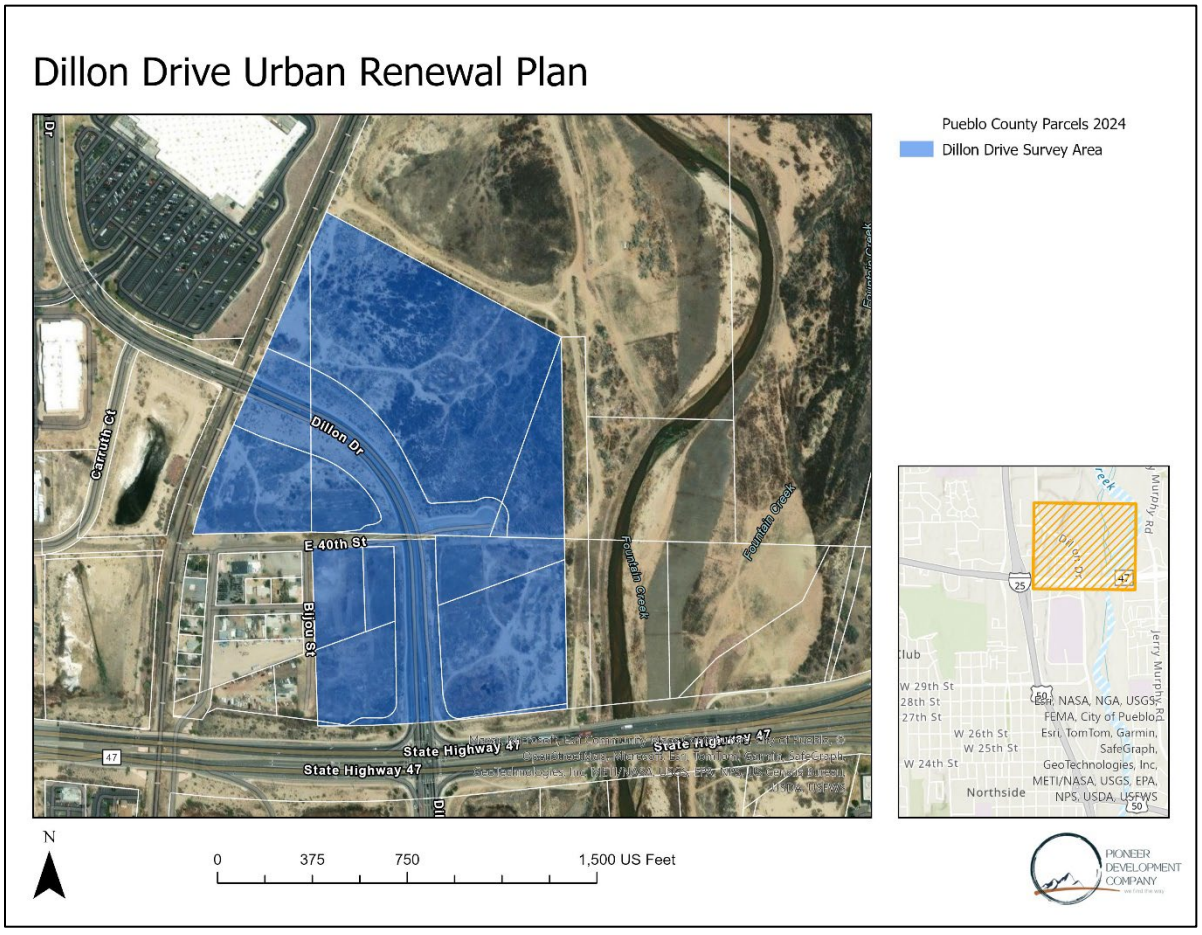
Tax Increment Financing Estimates				
	Gross	**Net Present Value[1]**	**Annual Average**	**City of Pueblo Only**
Total	**$36,138,000**	**$13,832,000**	**$1,390,000**	**$801,000**
Property Tax	$18,178,000	$7,035,000	$699,000	$110,000
Sales Tax (Inflation Adj.)	$17,960,000	$6,797,000	$691,000	$691,000

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**																										

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 25, 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 EMERGENCY ORDINANCE AUTHORIZING THE USE OF LEASE-PURCHASE FINANCING TO ACQUIRE CERTAIN EQUIPMENT PURSUANT TO THE TERMS OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT BY AND BETWEEN THE PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION, AS LESSOR, AND THE CITY OF PUEBLO, COLORADO, A COLORADO MUNICIPAL CORPORATION, AS LESSEE; BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $8,800,000.00 INTO PROJECT ACCOUNT CI2512 - PMJC HVAC REPLACEMENT; APPROVING A CONSTRUCTION CONTRACT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND TRANE U.S., INC., D.B.A. TRANE, A DELAWARE CORPORATION IN THE AMOUNT OF $7,954,518.00, SETTING FORTH $845,482.00 FOR CONTINGENCIES AND ISSUANCE-RELATED EXPENSES; AUTHORIZING OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; DECLARING AN EMERGENCY; AND OTHER RELATED MATTERS

SUMMARY:

This Emergency Ordinance authorizes the use of lease-purchase financing

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This ordinance is presented as an emergency ordinance due to the urgent and compelling need to immediately initiate the procurement of the replacement chillers, air handlers, and other long-lead-time HVAC equipment required to complete the project. The equipment manufacturer specified that the units would take between 15-24 weeks to manufacture and deliver. If ordered on September 1, 2025, the City would

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expect the delivery of the equipment on or about February 23, 2026, in time for installation during the relatively mild spring season, minimizing the impacts of outdoor temperatures causing the need to relocate critical functions (e.g., Municipal Court, Police Department, Information Technology) to other locations during the project.

The current HVAC system has suffered numerous outages over the past several years, becoming more frequent in recent months. While the Facilities Maintenance staff and contractors have been able to repair the system and restore operations so far, there have been significant impacts to operations including a building closure, inability to occupy areas of the building due to high internal temperatures, high temperatures in the data center facility, and more. The system's reliability is in question and any delay in immediately initiating this project puts these critical City functions at risk.

FINANCIAL IMPLICATIONS:

This Emergency Ordinance approves the use of lease-purchase financing to execute the turnkey HVAC replacement project for the Pueblo Municipal Justice Center facility with an interest rate not to exceed 5.5% and a loan amortization period not to exceed 20 years, in accordance with direction provided by City Council to staff during the August 18, 2025 City Council Work Session meeting. The maximum amount to be financed will not exceed $8,800,000.00. This amount includes funding necessary to pay the contract amount as well as contingencies and additional work and other fees and expenses associated with the issuance of the financing to the City. The Ordinance also budgets and appropriates all loan proceeds into Project Account CI2512 - PMJC HVAC Replacement.

In addition, the Ordinance awards a construction contract to Trane in the amount of $7,954,518.00 for execution of the project and sets aside the remaining $845,482.00 for contingencies, additional work, and expenses associated with securing financing.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Emergency Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Emergency Ordinance.

ALTERNATIVES:

Failure to approve this Emergency Ordinance will prevent the execution of the HVAC replacement project.

RECOMMENDATION:

Approval of this Emergency Ordinance.

ATTACHMENTS:

1. PMJC HVAC-TRANE CONTRACT - Final Draft
2. Pueblo (City of) Equipment Lease 2025 Purchase and Assignment Agreement
3. Pueblo (City of) Equipment Lease Series 2025 Lease Purchase Agreement

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ORDINANCE NO. 11030

AN EMERGENCY ORDINANCE AUTHORIZING THE USE OF LEASE-PURCHASE FINANCING TO ACQUIRE CERTAIN EQUIPMENT PURSUANT TO THE TERMS OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT BY AND BETWEEN THE PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION, AS LESSOR, AND THE CITY OF PUEBLO, COLORADO, A COLORADO MUNICIPAL CORPORATION, AS LESSEE; BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $8,800,000.00 INTO PROJECT ACCOUNT CI2512 - PMJC HVAC REPLACEMENT; APPROVING A CONSTRUCTION CONTRACT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND TRANE U.S., INC., D.B.A. TRANE, A DELAWARE CORPORATION IN THE AMOUNT OF $7,954,518.00, SETTING FORTH $845,482.00 FOR CONTINGENCIES AND ISSUANCE-RELATED EXPENSES; AUTHORIZING OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; DECLARING AN EMERGENCY; AND OTHER RELATED MATTERS

WHEREAS, the City of Pueblo, Colorado, (the “City”), is a home rule municipality, organized and existing under and by virtue of Article XX, Section 6 of the Colorado Constitution; and,

WHEREAS, the City is authorized pursuant to Section 31-15-801, C.R.S., as amended, the City’s home rule powers, and Section 1-11-3 of the City’s Municipal Code to enter into long-term or short-term rental or leasehold agreements in order to provide necessary land, buildings, equipment, and other property for governmental or proprietary purposes, which agreements may include an option to purchase and acquire title to such leased or rented property, and may have a term, at the discretion of the City, in excess of 30 years; and,

WHEREAS, in order to provide for the capital asset needs of the City, the City Council of the City (the “Council”) hereby determines that it is necessary and in the best interests of the City and its citizens that the City undertake lease-purchase financing of equipment for use by the City for governmental or proprietary purposes; and

WHEREAS, the City wishes to obtain lease-purchase financing for the acquisition and installation of an HVAC system and related equipment (the "Equipment") as a replacement for the existing system at the Pueblo Municipal Justice Center (the “PMJC”) (the “Project”) to be completed within 12 months of the date hereof; and

WHEREAS, the Equipment is hereby authorized to be financed by a tax-exempt municipal lease purchase from the Pueblo, Colorado Municipal Building Corporation (the "Corporation") to the City pursuant to a direct placement of a lease-purchase agreement, or an assignment thereof, as a tax-exempt obligation, with a suitable bank or institutional investor (the “Bank”) selected by the Finance Director through a request-for-proposals or informal competitive process (a "Financing"); and

WHEREAS, pursuant to the Financing, the City is to enter into a Lease Purchase Agreement (the “Lease”) with the Corporation, and simultaneously therewith the Corporation is to

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enter into a Purchase and Assignment Agreement (the "Assignment") with the Bank, assigning the Corporation's right to receive rents and other benefits under the Lease to the Bank; and

WHEREAS, there has been presented to the City and made available to the Council in connection herewith proposed forms of the Lease and the Assignment; and

WHEREAS, City Council, as the governing body of the City, deems it for the benefit of the City and for the efficient and effective administration thereof to enter into the Lease in order to achieve the acquisition and installation of the Equipment on the terms and conditions therein provided; and

WHEREAS, in accordance with the City's established procurement process, Trane U.S., Inc. has been selected by the City to complete the Project, and accordingly the Council desires to approve and award the construction contract between Trane and the City (the "Construction Contract") and budget and appropriate the funds made available under the Lease for application to the costs of the Project, including costs of the Financing, in accordance with the terms of the Lease; NOW, THEREFORE,

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

SECTION 1.

Ratification of Actions. All action heretofore taken, not inconsistent with the provisions of this Ordinance, by the Council or the officers of the City directed toward the completion of the Project and the preparation of the form of the Lease are hereby ratified, approved and confirmed.

SECTION 2.

The Project. The City is hereby authorized to obtain lease-purchase financing through the Lease to complete the Project within 12 months of the date hereof. All title to, or other indicia of ownership of, the Equipment is to be initially issued in the Corporation's name.

SECTION 3.

Maximum Principal Amount; Interest Rate; Term. The principal amount to be financed shall not exceed Eight Million Eight Hundred Thousand Dollars ($8,800,000.00), the interest component of rental payments to be made by the City shall accrue at a rate not to exceed five and half percent (5.50%), and the term of any Lease hereunder shall not exceed twenty (20) years. Rental payments may be made annually, semi-annually, or at any other convenient interval as determined by the Finance Director.

SECTION 4.

Findings; Authorizations. The Council hereby finds and determines, pursuant to the City's home rule powers and the laws of the State of Colorado, that the completion of the Project is necessary, convenient, and in furtherance of the governmental purposes of the City and in the best interests of the City and its citizens; and the Council hereby authorizes the same by means of lease-purchase financing. The City hereby elects to apply all of the provisions of the Supplemental Public Securities Act, Part 2 of Article 57, Title 11, C.R.S. (the "Supplemental Securities Act"), to the extent applicable and not inconsistent herewith, to the Lease.

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SECTION 5.

Agency Relationship. Pursuant to the Lease, the City shall act as the agent of the Corporation solely for the purpose of acquiring the Equipment. The City will do all things necessary to effect the acquisition of the Equipment free and clear of any encumbrances and subject the same to any security interests as may be contemplated under the Lease.

SECTION 6.

Approval and Execution of Documents; Authorized Officers. The Lease and the Assignment, in substantially the forms presented to the City and made available to the Council prior to the final adoption of this Ordinance, are in all respects approved, authorized and confirmed. The Mayor is hereby authorized and directed to execute and deliver, and the City Clerk is hereby authorized and directed to affix the seal of the City to, and attest, the Lease and the Assignment hereunder in substantially the forms filed with the City Clerk, with such changes as are not inconsistent with the intent of this Ordinance and as approved by the City Attorney. The Council hereby designates the Finance Director to act as "Authorized Officer" under the Lease. Prior to the execution of the Lease, the final terms of the Financing, the description and price of the Equipment subject to the Lease, and the schedule of rental payments allocated to the Equipment under the Lease shall be approved by a certificate executed by the Finance Director (the “Final Terms Certificate”).

SECTION 7.

Additional Documents. The City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City in connection with the matters authorized by this Ordinance. The Mayor and the Authorized Officer are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Ordinance.

SECTION 8.

No General Obligation or Other Indebtedness. The obligation of the City to make rental payments under the Lease is subject to annual appropriation by the Council and constitutes an undertaking of the City to make current expenditures. Such payments are subject to termination and nonrenewal by the City in accordance with the provisions of the Lease. No provision of this Ordinance or any Lease hereunder shall be construed as constituting or giving rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any home rule, constitutional or statutory debt limitation nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the current fiscal year.

SECTION 9.

Expression of Need. The City hereby declares its current need for the Equipment. It is hereby declared to be the present intention and expectation of the Council that each Lease will be renewed annually until title to all of the Equipment is acquired by the City pursuant to the Lease; but this declaration shall not be construed as contractually obligating or otherwise binding the City.

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SECTION 10.

Reasonable Rentals. The Council hereby determines and declares that, after execution and delivery of the Lease, the rental payments due thereunder, so long as they are within the limits provided in this Ordinance, will represent the fair value of the use of the Equipment and the purchase price, as defined therein, will represent, as of any date upon which the City may exercise its option to purchase such Equipment, the fair purchase price of such Equipment. The Council further hereby determines and declares that, after the execution and delivery of the Lease, the rental payments due thereunder will not exceed a reasonable amount so as to place the City under an economic or practical compulsion to renew the Lease or to exercise its option to purchase the Equipment pursuant to the Lease. In making such determinations, the Council has given consideration to the cost of acquiring and installing the Equipment, the uses and purposes for which the Equipment will be employed by the City, the benefit to the citizens of the City by reason of the acquisition and use of the Equipment pursuant to the terms and provisions of the Lease, the City's option to purchase the Equipment, and the expected eventual vesting of title to, or other indicia of ownership of, the Equipment in the City. The Council hereby determines and declares that, after execution and delivery of each Lease, the maximum duration of the portion of the Lease allocable to any item of Equipment separately identified in the payment schedule appended thereto will not exceed the weighted average useful life of such item of Equipment.

SECTION 11.

Construction Project. In furtherance of the Project the Council hereby takes the following actions:

(a) Funds in the amount of $8,800,000.00 are hereby deposited, budgeted and appropriated into Project Account CI2512 – PMJC HVAC Replacement.

(b) The City Council approves the construction contract between Trane U.S., Inc. and the City of Pueblo and authorizes the work to be performed. The contract for said project is hereby awarded to Trane U.S., Inc., in the amount of $7,954,518.00.

(c) In addition to the amount of the Construction Contract award amount set forth, as aforementioned, an additional amount is hereby authorized for contingencies, additional work, and issuance-related expenses in the amount of $845,482.00.

(d) Funds for the Project, also known as the PMJC HVAC Replacement project work, including associated contingencies, any additional work, and issuance-related expenses in the amount of $8,800,000.00 shall be paid from Project Account CI2512 – PMJC HVAC Replacement.

SECTION 12.

Confirmation of Prior Acts. All prior acts and doings of the officials, agents and employees of the City which are in conformity with the purpose and intent of this Ordinance and in furtherance of the purchase of the Equipment are in all respects ratified, approved and confirmed. The officers and employees of the City of Pueblo are authorized to effect the transactions, policies and procedures described herein.

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SECTION 13.

Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 14.

Repealer. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

SECTION 15.

Emergency Declaration. The immediate enactment of this Ordinance is necessary to preserve and protect public property and to preserve and protect the health, safety, and welfare of the public and occupants of the Pueblo Municipal Justice Center facility.

SECTION 16.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 11, 2025.

Final adoption of Ordinance by City Council on August 25, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

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Action by the Mayor:

☒ Approved on 8/27/2025 | 9:09 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

PUBLIC IMPROVEMENT CONTRACT DOCUMENTS

PROJECT NO.: 25-092 PMJC HVAC REPLACEMENT

City of Pueblo

230 S. Mechanic St.

Pueblo, CO 81003

City of Pueblo

PUBLIC IMPROVEMENT CONTRACT DOCUMENTS

PMJC HVAC REPLACEMENT

I. SPECIAL PROVISIONS .....

II. LABOR PROVISIONS .....

III. GENERAL PROVISIONS .....

IV. VENDOR SUBMISSIONS.....

Attachments:

A - Contract Documents

B – Trane Proposal

1. SPECIAL PROVISIONS

1.1. GENERAL INSTRUCTIONS

All specifications included in the Special Provisions shall have precedence over and will govern in the event of a conflict with other sections contained in this document.

1.2. STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS

The 2025 Standard Construction Specifications and Standard Details for City of Pueblo, Colorado, adopted November 11, 2024, and as most recently amended, shall control the construction and quality of materials for this project except where specifically modified by the Special Provisions. Unless specifically modified by the Special Provisions, the 2025 Standard Construction Specifications and Standard Details shall control with respect to any inconsistencies with the Plans. The 2025 Standard Construction Specifications and Standard Details are not included in this bid package but are available on the City of Pueblo's website at https://www.pueblo.us/475/2025-Construction-Standards. By submitting a bid, the Contractor acknowledges possession of a copy of said document.

1.3. SPECIFICATION LANGUAGE

Specifications may be written in abbreviated style with incomplete sentences. Omission of words such as "The General Contractor shall", "Conforming to", "shall be", etc., are intentional; omitted words shall be supplied by inference. Where words "approved", "satisfactory", "directed", "submitted", etc., are used it shall be assumed that the words "Project Manager" follows, such as "approved by the Project Manager".

~~1.4. APPROVED EQUAL~~

~~1.5. INCONSISTENCIES~~

1.6. PREPAYMENT OF CITY SALES AND USE TAX

(This section applies only to public improvement construction projects $1,000,000 and over.)

The Contractor shall make application for, and prepayment of, City sales and use tax on the estimated percentage basis being forty percent (40%) of the total Project bid as awarded, including Base Bid plus those Alternates selected. Application and prepayment shall be made within fourteen (14) days of the date authorized to proceed with construction of the Project as set forth in the Notice to Proceed. All applications and prepayments shall be coordinated directly with City's Division of Sales and Use Tax, Attention: Tax Audit Manager, 1 City Hall Place, Pueblo, Colorado 81003.

Finance Department policy sets the threshold at $1,000,000. Any contractual obligations below this amount will not generally be required to make a pre-payment of Use Tax.

1.7. PERA LIABILITY

Contractor shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement.

Awarded Contractor will be required to submit a completed Colorado PERA Questionnaire form. This form is available to view at https://www.pueblo.us/DocumentCenter/View/19915/PERA-Form and is included by reference in this Contract.

1.8. CONTRACTOR EVALUATION

Pursuant to Ordinance No. 6510, dated February 14, 2000, the Department of Public Works shall evaluate the performance of Contractor using the Contractor/Consultant Satisfaction Program form. This form is available to view at https://www.pueblo.us/1737/Information and is included by reference in this Contract. The evaluation shall be utilized to review Contractor performance, increase communication, and foster positive business relationships. Evaluation shall also record documentation of Contractor's overall performance. Material failure to perform in accordance with the terms of one or more contracts, or materially unsatisfactory performance of one or more contracts, may be justification for disqualifying future bids by Contractor.

1.9. SYSTEM FOR AWARD MANAGEMENT (SAM.gov) REGISTRATION

Contractors must be registered on SAM.gov to be considered for award and must submit proof of registration and good standing with their bid. **Note: This is a free registration.** Please visit https://www.sam.gov to register or for more information.

1.10. SITE INVESTIGATION

By submitting a bid, Contractor acknowledges the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, uncertainties of weather, physical conditions at the site, the character/quality of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the work, and all other matters which can in any way affect the work or the cost thereof under this Contract. Failure by Contractor to acquaint themself with all the available information concerning these conditions will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.

1.11. PRE-CONSTRUCTION CONFERENCE

The Contractor shall attend a pre-construction conference with the Project Manager, City employees, representatives of the utility companies, and/or other interested parties prior to any construction. **Preconstruction meeting will be scheduled 7-10 days after notice of award is issued.**

Documents Required to be submitted at Pre-Construction Conference

- Contractor Organization with 24-hour emergency contact
- Schedule
- Traffic Control Plan
- Material Submittals

1.12. SAFETY REGULATIONS

The Contractor shall be aware of and shall comply with all State and Federal Safety regulations which are applicable to the work included under this Contract. Enforcement will be by the proper State and Federal regulatory agencies.

If any construction activity is deemed to be unsafe for inspection, Contractor shall, upon notification, discontinue work until the deficiencies are corrected and the job can be properly inspected.

1.13. EMERGENCY REPAIR OR PROTECTIVE WORK BY THE CITY OF PUEBLO

As referenced in Sections PROTECTION OF THE PUBLIC, WORK, AND PROPERTY and ACCIDENT PREVENTION of the GENERAL PROVISIONS , it is the Contractor's responsibility to provide adequate barricades, protective devices and safety measures, and to employ other precautionary means for the adequate protection of the public, the work, and public/private property from injury or loss. Should the City become aware of any condition or circumstance arising from the work, or with respect to any excavation or areas disturbed by Contractor which, in the opinion of the Project Manager, creates or results in any imminent or unreasonable risk to the health/safety of the public or to public/private property, the City may undertake emergency work or repairs. Such work may include, by way of illustration, provision of barricades, traffic control devices or flagmen, deployment or warning signs, repair of lines under construction, repair of collapsed excavations or sinkholes, placement of sandbags or dams, and other emergency efforts. The determination of the necessity during the construction and warranty periods for the City to do any such emergency work or repairs shall rest entirely with the Project Manager. The cost of emergency work done by the City, including the actual cost of labor, equipment, and materials, plus 100 percent, shall be deducted from any amounts otherwise owed to Contractor, or may be invoiced to Contractor, or the same amount shall be recovered from Contractor's performance bond.

1.14. REPRESENTATIVE AVAILABLE FOR EMERGENCY CALLS

The Contractor shall provide the name, address and phone number of a representative who may be reached at any time during the life of the Contract regarding repairs, detours, barricading, etc. This information shall be furnished in writing to the Project Manager.

1.15. DUST PREVENTION

During construction and until final acceptance by the Project Manager, Contractor shall be responsible for controlling dust emissions in the construction area. No earthwork activities shall be performed when the wind speed exceeds thirty (30) miles per hour. All fill areas shall be compacted on a daily basis to 95% minimum compaction. Any mud or dirt carry out onto paved surfaces shall be cleaned up on a daily basis. Contractor shall promptly comply with all directives from the Project Manager relating to dust control. If Contractor fails to comply or provide adequate means to control dust, a stop-work order will be issued until the problem is corrected.

1.16. UTILITY LOCATIONS

The accuracy of information furnished in regard to underground utilities is not guaranteed. The utility locations are approximate and may not include all utilities. Contractor shall determine the exact location

of all utilities before commencing work. Contractor shall be fully responsible for any damage which might occur due to Contractor's failure to locate and protect all utilities. Contractor shall repair or have repaired, at no cost to the City, any damage to utilities.

Existing utilities include gas, water, service lines, meters, meter cans, buried telephone cables, buried power lines, pedestals, utility poles, sanitary sewer, manholes and services, and any other existing utility.

1.17. OVERHEAD AND/OR UNDERGROUND HIGH VOLTAGE POWER LINES

Unless danger against contact with high voltage overhead and/or underground lines has been effectively guarded against, Contractor shall not perform any function/activity upon any land, building, highway, or other premises if at any time during the performance of any function/activity it could move or be placed within ten (10) feet of any high voltage overhead and/or underground line. If work is to be performed within ten (10) feet of high voltage overhead and/or underground lines, the public utility must first be notified to arrange for safety provisions. Contractor may perform the work only after arrangements, including coordination and payment of fees, if applicable, have been made with the utility company.

1.18. CONCRETE PERMITS

The "no fee" permit shall be obtained from the City Engineering Division at 211 E. "D" Street. Any concrete work placed without benefit of both permit and inspection by the Public Works Department will not be paid for.

1.19. COORDINATION OF CONSTRUCTION ACTIVITIES

Contractor and subcontractors shall coordinate work with all other construction activities and contractors; and cooperate with them to facilitate general progress of the work. Each trade shall afford other trades every reasonable opportunity for installation and storage of materials.

1.20. COMPLETE WORK ON TIME

Failure to complete the work by the allotted (TBD) calendar days shall result in the assessing of liquidated damages according to GENERAL PROVISIONS.

1.21. LAYING OUT WORK

Contractor shall locate all general reference points and take such action as necessary to prevent their destruction. Contractor shall lay out their own work and be responsible for all lines, elevations, and measurements of the building, grading, utilities, and other work executed under this Contract. Contractor shall exercise proper precaution to verify figures shown on the drawing before laying out work and will be responsible for any error resulting from failure to exercise such precautions.

~~1.22. CONSTRUCTION STAKING~~

1.23. HOURS OF WORK

The Project Manager and the Inspection Division are available from 7:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:00 p.m., Monday through Friday, excluding holidays. Any work done outside of these hours must be approved by the Project Manager.

1.24. MOBILIZATION

This item shall consist of mobilizing of personnel, equipment, and supplies to the project site in preparation for work on the project. Item shall include all costs incurred which must be performed prior to beginning the other items.

Partial payments for mobilization will be made each month as the work progresses. These payments will be made as follows:

A. When ten percent (10%) of the project bid amount is earned, fifty percent (50%) of the amount bid for mobilization will be paid.

B. When fifty percent (50%) of the project bid amount is earned, one hundred percent (100%) of the amount bid for mobilization will be paid.

C. The sum of all payments shall not exceed the original amount bid for the item, regardless of the fact that Contractor may have, for any reason, shut down the work on the project or moved equipment away and then back again.

Note: Payments for materials on hand will be included as a percent of original project bid amount earned until said materials have been incorporated into the work and accepted and paid for by the City.

1.25. CONSTRUCTION TRAFFIC CONTROL

Contractor shall submit a traffic control plan prepared by a Certified Traffic Control Supervisor at the preconstruction conference for approval by the City's Traffic Engineer.

Where possible, crosspans may be constructed full width with proper street closures; however, the time of closure must be kept to a minimum. To expedite the curing, the minimum 28-day compressive strength shall be increased to 4500 psi (increased to seven (7) sacks per cubic yard). The additional cost for the added cement shall be paid by the Contractor.

All traffic control procedures, signing, lighting and barricades shall conform to the latest edition of the Manual on Uniform Traffic Control Devices, and shall be set up and maintained by a Certified Traffic Control Supervisor.

Construction traffic control shall be paid as "Traffic Control." Periodic payments for this item shall be based upon the percentage of work completed compared to the original bid amount.

1.26. TRAFFIC CONTROL SUPERVISOR

The Traffic Control Supervisor shall be certified as a Worksite Traffic Supervisor by the American Traffic Safety Services Association (ATSSA) or Colorado Contractors Association (CCA). A copy of the Traffic Control Supervisor's Certification shall be provided to the Project Manager at the project pre construction conference

1.27. TRAFFIC CONTROL DEVICES – SIGNS

Contractor shall be responsible for all permanent traffic control devices (signs) within the construction area. If permanent devices conflict with construction activities, Contractor shall be responsible for placement of temporary traffic control devices and the removal/reinstallation of permanent devices.

All work shall be in accordance with the Manual of Uniform Traffic Control Devices. All regulatory signs (Stop, Yield, One Way, Do Not Enter, etc.) shall be maintained in either a temporary or permanent manner. Temporary devices shall be in place prior to the removal of permanent devices. Contractor shall be held fully responsible for any claims resulting from negligence in failing to act or maintain any traffic control device.

Contractor shall be responsible for maintaining the condition of any sign that is temporarily removed. Should there be any damage to devices (signs, poles, bases, and hardware) Contractor shall be financially responsible to the City for replacement of said devices.

Contractor shall contact Traffic Maintenance at (719) 553-2300 for approval of the specific location in which the devices are to be reinstalled. Contractor shall obtain underground utility locates prior to reinstalling devices.

The Traffic Engineer or designee will evaluate existing signage for replacement with new materials. If required, the City will provide all replacement materials to the Contractor prior to reinstallation. Where new devices are required per the construction drawings all signs, posts, bases, and hardware shall be supplied by the City. Contractor shall contact the Traffic Engineer at (719) 553-2722 to order signs providing the City at least two-week notification to obtain the necessary material.

1.28. PRESERVATION OF HISTORIC STREET NAME CURB STAMPS

Older areas within the City may have street names stamped into the top of the concrete curb at street intersections where new curb ramps are to be constructed. Contractor shall preserve the portion of concrete curb with the historic street name and reinstall it behind the new curb and gutter.

Prior to any demolition, the Contractor shall verify if any street names are stamped in the existing curb head. If any street names exist the Contractor shall notify the Construction Inspector for documentation of the curb stamp and condition. If the condition of the existing concrete curb allows, the Contractor shall neatly saw cut the portion of curb containing the street name as needed to remove the portion intact. The Contractor shall reinstall the portion of curb with the street name directly behind the new curb and gutter adjacent to the new curb ramp.

1.29. PROTECTION OF CONCRETE FROM TRAFFIC AND VANDALISM

All concrete shall be protected from traffic for a period of fourteen (14) days, or as directed by the Project Manager. The Contractor shall provide necessary supervision and/or barriers to protect all concrete from traffic or vandalism. Any concrete damaged by traffic and/or vandalism will be rejected. Replacement of damaged concrete shall be paid for entirely by the Contractor.

1.30. ASPHALT AND CONCRETE REMOVAL

Asphalt and concrete shall be removed to the lines and grades established by the Project Manager. Any removal outside those lines and grades not approved by the Project Manager, will not be paid for by the City. Contractor shall properly dispose of all removed items from the construction site.

Saw cutting to remove asphalt and concrete to a neat line shall not be paid for separately but shall be included in the cost of the asphalt and concrete removal bid item.

1.31. CURB AND GUTTER CONSTRUCTION AND PAYMENT

Contractor shall schedule their work to minimize the inconvenience to the public. Property owners shall be notified well in advance of any work that interferes with access to private driveways. Access to driveways shall be restored no later than fifteen (15) days after the concrete is placed.

Sections of curb and gutter shall not be considered for partial payment until backfill and restoration (if applicable) are completed.

Under the bid item labeled “Const. Curb and Gutter”, the Contractor shall construct curb and gutter to match existing type (6” Std. 9”x30” pan, Roll top, etc.). Payment for all types of curb and gutter will be the unit price in the Bid Schedule.

1.32. TACTILE BAND FOR CURB RAMPS

The base of the curb ramp area only shall include a Tactile Band. The Tactile Band shall be cast iron castings containing truncated domes. Castings shall meet the requirements of Americans with Disabilities Act Accessibility Guidelines (ADAAG) for Accessible Public Rights-of-Way. Castings shall be cast-in-place truncated dome tactile system, Neenah R-4984, East Jordan Iron Works 7005, or approved equal at the sizes shown on the plans. Radial castings shall be East Jordan Iron Works 7006-20 (20’ radius), 7006-25 (25’ radius), 7006-30 (30’ radius) or approved equal, placed as shown on the plans. All work associated with this item shall be paid for under the “Install Tactile Band” bid item.

1.33. EROSION AND SEDIMENT CONTROL

Contractor shall submit and comply with, an Erosion and Sediment Control Plan. This plan is considered incidental to the construction and shall not be paid for separately. Contractor shall take this into consideration in preparing their bid.

To comply with current state and federal permit regulations the City must meet minimum requirements for all construction sites less than one (1) acre to provide necessary Best Management Practices (BMPs) and prevent illicit discharges from the site. The minimum requirements which the Contractor must provide and comply with are as follows:

A. Provide an Erosion and Sediment Control Plan that shall include the minimum following items:

   1. Stockpile BMPs protection.

   2. Concrete washout BMPs.

   3. Vehicle tracking control BMPs.

4. Site sediment containment BMPs.
5. Downstream secondary defense BMPs, if applicable.
6. Any additional BMPs required due to site specific conditions.

B. Prior to any construction, including site grading and excavation, an approved Erosion and Sediment Control Plan shall be posted on site and all required BMPs installed.

C. Contractor shall maintain and update the Erosion and Sediment Control Plan as construction dictates. The current and correct plan shall remain on-site and be readily accessible to the City Stormwater Inspector at all times.

D. Contractor or the Contractor's representative shall, at a minimum, inspect the site every two (2) weeks and within twenty-four (24) hours of any precipitation or snowmelt event that causes surface erosion. (i.e., that results in stormwater running across the ground).

E. Contractor shall be responsible for maintaining all required BMPs to prevent erosion and sediment from leaving the construction site.

F. Failure to comply with the requirements to prevent illicit discharges from the construction site is unlawful and a municipal offense which may result in the issuance of a summons and complaint to the Pueblo Municipal Court. Persons who are convicted of violating any provision of the Pueblo Municipal Code are subject to fines of up to one thousand dollars ($1,000) and/or one (1) year imprisonment for each day the violation continues.

G. Information regarding acceptable BMPs and proper installation can be found in the Urban Drainage and Flood Control District (UDFCD) Urban Storm Drainage Criteria Manual Volume 3, CDOT Erosion Control & Stormwater Quality Guide, and City of Pueblo approved details.

1.34. BUILDER'S RISK INSURANCE

Builder's Risk Insurance (installation floater) will be required for any buildings or structures on this project. The insurance shall include both existing buildings/structures and new construction. Contractor shall submit to the City proof of Builder's Risk Insurance per Section 3, General Provisions, 3.27.E.

1.35. PERMITS AND FEES

It shall be the Contractor's responsibility to investigate and assess the requirements for all necessary environmental, drainage, and construction permits. The total cost of all permits or fees which may be required shall be included in the bid proposal. No additional payment shall be allowed for any permits or fees required to complete the project. Contractor shall comply with all conditions of the permits. City and/or other agency fines are the sole responsibility of the Contractor.

Following is a list of potential permits required for the project. Contractor shall be responsible for verifying this list and adding/obtaining any additional permits needed for the project.

- Air Quality Permit

- Permitting Agency: Pueblo County/Colorado Department of Public Health and Environment
- Responsibility to Obtain: Contractor

- CDPHE Stormwater Construction Permit
  - Permitting Agency: Colorado Department of Public Health and Environment
  - Responsibility to Obtain: Contractor
- Excavation Permit
  - Permitting Agency: City of Pueblo
  - Responsibility to Obtain: Contractor
- Concrete Permit
  - Permitting Agency: City of Pueblo
  - Responsibility to Obtain: Contractor
- Traffic Control Permit
  - Permitting Agency: City of Pueblo
  - Responsibility to Obtain: Contractor
- Fugitive Particulate Emissions Control Plan
  - Permitting Agency: Colorado Department of Public Health and Environment
  - Responsibility to Obtain: Contractor

1.36. ADVISING PROPERTY OWNERS OF CONSTRUCTION ACTIVITIES

The contractor shall prepare and hand deliver a door hanger of advisement for each business, residence or apartment unit that fronts on the street to be paved. The contractor shall be responsible for all printing costs. This notification shall be delivered and attached to the front doorknob of the inner door in conjunction with the placement of “NO PARKING” signs in the block such that a minimum 24-hours of advanced warning is given to the residents. Payment for all labor and materials for this item shall be included in the Traffic Control bid item. Separate door hangers shall be used to inform the property owners of additional road closures for each occurrence.

1.37. MANHOLE SURFACE PREPARATION

The surface to be epoxy coated shall be cleaned and abraded to ensure a clean and rough surface with sufficient profile to provide a good bond between the epoxy coating and the substrate per SSPC-SP 13/NACE 6 – Surface Preparation of Concrete. This shall be performed with mechanical cleaning such as sandblasting or water blasting with equipment capable of at least 5,000 psig or an alternate means and methods approved by the Engineer. To prevent debris from entering into the Collection System, screening must be set in downstream invert prior to cleaning. All material removed from concrete

surfaces will be removed from the manhole and hauled to the City of Pueblo Wastewater Treatment Plant at 1300 South Queens Avenue for disposal. The Contractor shall coordinate with the Engineer to perform pre and post-cleaning inspections of the rehabilitated manholes. The Contractor shall not continue the manhole rehabilitation process until the Engineer has performed the post-cleaning inspection and has given authorization to continue with patching or epoxy coating.

It is the Contractor's responsibility to determine the means and methods of surface preparation for the epoxy coating to meet the specifications called out in the Epoxy Coating Section in the Special Provisions. The manufacturer's technical representative shall be on site during surface preparation and the application of epoxy coating to the extent necessary to assure compliance with the specification called out in the Epoxy Coating Section in the Special Provisions including all applicable warranties. All means and methods shall be approved by the Engineer prior to commencing work. Any and all costs associated with preparing the surface for epoxy shall be included in the line item for epoxy coating.

If any material is found in the Collection System refer to Sanitary Sewer Cleaning Section in the Special Provisions.

Cleaning with equipment that produce pressures of at least 5,000 psig, any other form of surface preparation and the removal of debris shall be incidental to the cost to epoxy existing manholes. A primer or surface conditioner shall be applied if recommend by the coating manufacture following surface preparation and before epoxy coating application process.

Any additional cleaning required beyond methods that are capable of pressures of 5,000 psig may be paid under the **"Additional Manhole Cleaning"** line item. The Contractor is responsible to inspect the manhole prior to bidding to determine the severity of deterioration. The Engineer must provide written authorization before additional manhole cleaning begins. Any additional cleaning performed that is not approved by the Engineer, will not be paid for by the City.

The Contractor shall make a video of the manhole from rim to invert, including the bench before placing epoxy coating. The condition of the invert must be clearly recorded. Videos must be submitted prior to any epoxy coating being performed.

MANHOLE STEPS

All existing manhole steps shall be removed and properly disposed of prior to epoxy coating by the Contractor, at no additional cost to the city. New manholes will not have steps installed.

2. LABOR PROVISIONS

2.1. CONTRACTOR BONDS

Payment and performance bonds are required to be filed prior to issuance of Notice to Proceed. The specific requirements for such bonds are set forth in Section CONTRACT SECURITY of the GENERAL PROVISIONS.

2.2. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

In accordance with §1.8 of the Pueblo Municipal Code (entire Code included by reference), all contractors shall meet and comply with the following provisions which shall be contained in all municipal contracts:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. The Contractor will take affirmative action in all areas of employment to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. Areas of employment shall mean and include, but shall not be limited to, the following: initial employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoffs, terminations, rates of pay, terms of compensation and selection for training, including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination and equal employment opportunity paragraph. Failure to subscribe to and accept the nondiscrimination and equal employment requirements of this Chapter shall render a bidder ineligible for a municipal contract award and ineligible to participate in the work for which a municipal contract award is made. (§§1.8.3 and 1.8.4 of the PMC; Ord. No. 4479, 5-22-78)

B. It is the policy of the City to provide equal opportunity in employment without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. It is hereby deemed and declared to be for the public welfare and in the best interests of the City to require bidders and contractors furnishing and providing work, services, supplies and materials to the City under municipal contracts not to discriminate in the hiring and promoting of employees in order to further equal employment opportunities for members of minority groups and women. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. (§1.8.3 of the PMC; Ord. No. 4479, 5-22- 78; Ord. No. 8453 §2, 2-27-12)

C. Contractor will meet or comply with the letter and spirit of Chapter 8, Title 1 of the Pueblo Municipal Code (as amended) and applicable State statutes. If the municipal contract involves

construction work or the providing of supplies or materials in excess of ten thousand dollars ($10,000.00) in the building and construction trades industry, Contractor shall have adopted and file with the City a copy of the Contractor's complying Affirmative Action Program. A complying Affirmative Action Program shall be a written affirmative action program meeting all the requirements of Chapter 60 of Title 41, Code of Federal Regulations (41 CFR, Chapter 60), including all parts and subparts thereof. This requirement applies regardless of whether Federal financial assistance has been provided for this project.

D. In the event of Contractor's non-compliance with the requirements of Chapter 8, Title 1 of the Pueblo Municipal Code (as amended), the Contract may be cancelled, terminated, or suspended, in whole or in part, and Contractor may be declared ineligible for further contracts with the City of Pueblo.

E. Contractor will include the provisions of the above listed paragraphs (a) through (d) in every sub-contract entered in to by Contractor to provide and furnish work, services, supplies, or materials under a City project.

2.3. COMPLIANCE REVIEW

A. The City of Pueblo shall have the power to review, upon not less than five (5) days notice, and during normal business hours, the employment practices of Contractor during the performance of every such City project, and of subcontractors during the performance of every sub-contract awarded thereunder, to obtain information relating to compliance or non-compliance with non-discrimination and equal employment requirements.

B. When a written complaint is filed and an investigation by the City indicates that there has been a violation of this provision, or when a compliance review by the City indicates that a contractor or subcontractor has violated this provision, the City shall issue and cause to be served on said Contractor or subcontractor a Notice of Violation. Such notice shall specify the violations and shall direct the Contractor or subcontractor to respond in writing within ten (10) days to show cause why the sanctions of the provision should not be imposed. The City shall forward a copy of the Notice of Violation and the response of the Contractor or subcontractor to the City Mayor within thirty (30) days from the date of such notice.

C. The City Mayor or authorized City representative shall review the Notice of Violation and response and shall determine whether any violations have occurred. If the City representative has determined that a violation has occurred, they may impose such sanctions as deemed appropriate, including, but not limited to, suspending or terminating the Contract involved or any portion or portions thereof, or causing to be removed from the list of eligible pre-qualified contractors the names of contractors or subcontractors found to be in noncompliance with the non-discrimination and equal employment opportunity requirements of the provision and the provision of any such contract or subcontract awarded thereunder until such time as the City is satisfied that such contractors or subcontractors are in compliance with said requirements.

2.4. FEDERAL REQUIREMENTS GOVERN

Federal requirements govern. Whenever the provisions and requirements of this Chapter, or of the bidding specifications, conflict in any way or to any degree with the nondiscrimination and equal employment opportunity requirements of the United States and any such contract under consideration is funded in whole or in part by the United States or is otherwise subject to requirements having the force of law of the United States, such requirements of the United States shall govern and control. (Ord. No. 4479, 5-22-78)

2.5. COMPLIANCE

By submitting a bid Contractor agrees to abide by the provisions herein set forth and will require any and all subcontractors to comply with said provisions.

3. GENERAL PROVISIONS

The provisions of this Section are of a general nature and are intended to apply to contract work of all types. Whenever any of these provisions do not apply to a specific contract, the exceptions are noted in SPECIAL PROVISIONS.

3.1. BIDDING AND CONTRACT EXECUTION: DEFINITIONS

The following terms, as used in these Contract Documents, are respectively defined as follows:

A. **City:** City of Pueblo, Colorado

B. **Closing Time:** The scheduled closing time for the receipt of bids and the opening thereof.

C. **Contractor:** The person, persons, firm, or corporation to whom the within Contract is awarded by the City and who is subject to the terms of said Contract. Also, the agents, employees, workers, or assignees of said Contractor.

D. **Engineer:** Unless otherwise stated in the Special Provisions, Engineer shall mean the Director of Public Works of Pueblo, Colorado, or their authorized agents.

E. **Work:** All work contemplated by the Contract Documents and Specifications including materials, labor, supervision, and use of tools necessary to complete the project in full compliance with the terms of the Contract.

F. **Notice:** Where in any section of the Contract Document there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given (as to the City) when written notice shall be delivered to the Engineer or shall have been placed in the United States Mail addressed to the Purchasing Department at the place where the bids, or proposals for the Contract were opened; (as to the Contractor) when a written notice shall be delivered to the chief representative of the Contractor at the site of the project to be constructed under the Contract or when such written notice shall have been placed in the United States mail addressed to the Contractor at the place stated in the papers prepared by them to accompany their proposal as the address of their permanent place of business; (as to the Surety) on the performance and payment bonds when a written notice is placed in the United States mails addressed to the Surety at either the home office of such Surety or when such notice is placed in the United States mails addressed to the Commissioner of Insurance of the State of Colorado.

G. **Project:** The entire improvement proposed by the City to be constructed in whole or in part pursuant to the Contract Documents.

H. **Subcontractor:** A person, firm, or corporation, other than the Contractor, supplying labor and materials, or labor only, on work at the site of the project, having a direct contract with the Contractor and including one who furnishes material worked to a special design according to the plans and specifications of this work, but not including one who merely furnishes material not so worked.

I. **Surety:** The person, firm, or corporation that has executed, as surety, the Contractor's Performance and Payment Bonds.

3.2. BIDDING AND CONTRACT EXECUTION: SITE EXAMINATION

A. Bidders shall inform themselves of the conditions under which the work is to be performed, concerning the site of the work, the structure of the ground, obstacles which may be encountered, availability of labor and all other relevant matters concerning the work to be performed. Where soil reports or test boring logs indicating underground conditions are provided or shown on the plans, such information shall be considered only as indicative of conditions as observed at the time and place indicated, and the City in no way warrants the accuracy or reliability of said reports or boring logs and is not responsible for any deduction, interpretation or conclusion drawn therefrom by the Contractor. Contractor acknowledges that the City shall not be held responsible for any variance in conditions or unforeseen conditions encountered at the time of actual construction. It shall be the responsibility of the Contractor to satisfy themself by such methods as they deem necessary prior to the letting as to underground conditions, structures, and obstacles to be encountered.

B. The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any matter or thing concerning which they might fully have informed themself, prior to the bidding. Misunderstanding as to the amount of work, availability of materials or labor shall be no cause for failure to enter into the Contract or to perform the same.

C. The successful Contractor will be required to employ, so far as possible, such methods and means in the carrying out of their work as will not cause any interruption or interference with any other Contractor.

3.3. BIDDING AND CONTRACT EXECUTION: SPECIFICATION REQUIREMENTS

A. The bidder is expected to base their bid on materials and equipment complying fully with the plans and specifications, and in the event they name in their bid, materials or equipment which do not conform, they will be responsible for furnishing materials and equipment which fully conform at no change in their bid price.

B. Before submitting a bid, each Contractor should read the complete specifications and plans, including all related documents contained herein, all of which contain provisions applicable not only to the successful bidder, but also to their subcontractors.

3.4. BIDDING AND CONTRACT EXECUTION: SUSPENSION AND DEBARMENT

A. Bidder acknowledges that as of the solicitation submittal date, neither the Contractor, nor its subcontractor(s), is (a) debarred, suspended, or subject to any proceeding for debarment or suspension with a final determination still pending; declared ineligible or voluntarily excluded (as such terms are defined in any of the Debarment Regulations) from participating in procurement or non-procurement transactions with any Federal, State, or City government

department or agency pursuant to any of the Debarment Regulations, or (b) indicted, convicted or had a Judgment rendered against the Contractor, or its subcontractor(s) for any of the offenses listed in any of the Federal, State, or City's Debarment Regulations and no event has occurred and no condition exists that is likely to result in the debarment or suspension of the Contractor, or its subcontractor(s), from contracting with the City of Pueblo, Federal or State government, or any agency or instrumentality thereof.

3.5. BIDDING AND CONTRACT EXECUTION: STATEMENT OF BIDDER'S PLANT AND FINANCIAL CONDITION

A. Each bidder shall be prepared to submit the following data within seven (7) days upon demand of the Purchasing Agent.

1. A statement that the bidder maintains a permanent place of business and address thereof;
2. A statement of the equipment which the bidder proposes to use on the project, together with a statement identifying that equipment previously mentioned which the bidder owns and that which bidder does not own, but is certain they will be able to rent or otherwise procure for use on the project;
3. A financial statement, duly sworn to and in form approved by the City, listing assets and liabilities;
4. Statement listing projects of similar nature which the bidder has constructed or in the construction of which the bidder was actively engaged in a responsible capacity;
5. A statement that the bidder: (i) is not presently debarred or suspended by the Colorado State purchasing director or the head of any Colorado purchasing agency, (ii) is not listed on any federal government list of debarments, suspensions or voluntary exclusions, including but not limited to, the List of Parties Excluded From Federal Procurement or Nonprocurement Programs maintained by the General Services Administration, and (iii) neither bidder nor any person or firm who has an interest in bidder's firm is a person or firm ineligible to be awarded a federal government contract by virtue of any provision of federal law. In the event bidder cannot truthfully make the required statement, bidder shall furnish a detailed statement indicating the reasons therefore.

B. By submitting a bid, bidder authorizes the City to obtain information concerning bidder's performance on other projects it has performed during the prior five (5) years, including those listed by bidder and those not listed which City may become aware of. The bidder also waives and releases all claims against owners, architects, and engineers, and their agents and representatives, relating to or arising from the furnishing of such information to the City concerning bidder's performance on prior projects. In order to effectuate the intent of this clause, bidder may be required by City to execute information release authorization forms.

C. Any bidder may be required by the City to submit additional data to satisfy the City that such bidder is prepared to fulfill the Contract if it is awarded to them.

D. The failure of bidder to furnish any information which is or may be required to be furnished under this section shall be grounds for determining bidder not responsible.

3.6. BIDDING AND CONTRACT EXECUTION: CONDITIONS IN A BIDDER'S PROPOSAL

A bidder shall not stipulate in their proposal any conditions not contained in the Contract Documents.

3.7. BIDDING AND CONTRACT EXECUTION: QUANTITIES

Bidders must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer as to the correctness of any quantities listed in the proposal and shall not after submission of their proposal, dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.

3.8. BIDS: DATA SHEETS

Where data sheets concerning equipment to be furnished are included in the Specification Documents as a part of the proposal, the bidder shall furnish the required information by filling in the data sheets complete in every detail. In the event that such data sheets are insufficient, or do not readily lend themselves to the correct description of the equipment, the bidder shall file with the bid additional statements setting out the necessary information. Failure to furnish such information as is required on the data sheets will be considered as grounds for rejecting the bid.

3.9. BIDS: SUBMISSION AND CONSIDERATION OF BIDS

A. All bids are to be made only on forms furnished by the City. No bid will be accepted which does not contain an adequate or reasonable price for each and every item named in the bidding schedule on the Contract bid form.

B. The City reserves the right to waive any or all informalities in bids.

C. The City reserves the right to reject any or all bids, or any or all parts of bids

D. A Colorado resident bidder shall be allowed a preference against a nonresident bidder to the extent authorized by, and subject to the limitations of, Articles 18 and 19 of Title 8, Colorado Revised Statutes; provided however, that this paragraph shall be suspended to the extent any such preference is inconsistent with a requirement of federal law or the terms and conditions of any grant or cooperative agreement to which the City is a party which relates to the Project.

3.10. BIDS: BID SECURITY

A. No bid will be received unless accompanied by a certified check, cashier's check, money order, bid bond or other suitable collateral, in the amount of not less than five percent (5%) of the amount of the Total Base Bid plus all Bid Alternates, payable to the City as a guarantee that if the bid is accepted, the bidder will execute and file the proposed Contract and bonds within ten

(10) business days from the date of the award of the Contract. On failure of the successful bidder to execute the Contract and furnish bonds, they shall forfeit the deposit as agreed as liquidated damages, and the acceptance of the bid will be contingent upon the fulfillment of this requirement by the bidder.

B. The bid security of the three lowest formal bidders for each contract may be held until the Contract is executed and approved and then returned to the bidders. The balance of bid securities submitted will be returned within seven (7) days after the opening of bids.

3.11. BIDS: SIGNING OF BIDS

A. Bids which are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

B. Bids which are signed for a co partnership should be signed by all of the co-partners or by an attorney in fact. If signed by an attorney in fact, there should be attached to the bid a power of attorney evidencing authority to sign the bid.

C. Bids which are signed for a corporation should have the correct corporate name thereof and should be signed by the president or vice president.

D. If bids are signed for any other legal entity, the authorization of the person signing for such legal entity should be attached to the bid.

3.12. BIDS: MODIFICATION OF BIDS

Modification of bids already submitted will be permitted, provided such modification be in writing and transmitted to the Purchasing Agent of the City prior to closing time. Such modification shall not reveal the total amount of the original or revised bid.

3.13. BIDS: WITHDRAWAL OF BIDS

Any bidder may withdraw their bid any time prior to the closing time, but no bid shall be withdrawn for a period of one hundred twenty (120) days after closing time. Negligence or mistake on the part of the bidder shall not constitute a right to withdraw after closing time. Any bid received after closing time will be rejected.

3.14. BIDS: DUPLICATION OF BIDS

If more than one bid be offered by one party, all such bids shall be returned unopened. If duplicate bids are not discovered until after opening, such duplication shall be cause for immediate rejection of such bids. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a direct bid on their own behalf.

3.15. BIDS: ALTERNATES

A. If the bid form includes alternates, each bidder shall bid on each alternate unless otherwise directed in the Special Conditions or other Contract Documents.

B. Each bidder must submit such special data, if any, in respect to such alternate which any section of the Contract Documents requires to be submitted with each bid.

3.16. BIDS: SUPPLEMENTAL UNIT PRICES

A. On a lump sum contract, or partial lump sum contract, the City reserves the right to reject any or all supplemental unit prices which it deems to be excessive or unreasonable.

B. In cases where any part or all of the bidding is to be received on a unit price basis, the quantities stated are not intended to govern. The quantities stated, on which unit prices are to be invited are approximate only, and each bidder will be required to make their own estimates of amounts, and to calculate their unit price bid accordingly. Bids will be compared on the basis of the stated number of units in the proposal form. Such estimated quantities, while made from the best information available, are approximate only. Payment on the Contract will be based on actual number of units installed on the completed work. In the event of an error in the extension of prices, the unit price bid shall govern.

3.17. CONTRACTS: AWARD OF CONTRACT

A. The Contract shall be awarded to the responsible bidder submitting the lowest and most responsive bid within one hundred twenty (120) days from the date of opening of said bids. Award shall be at the sole discretion of the City.

B. Subject to execution of the Contract by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated is equal to or in excess of the contract price; provided, however, that if construction is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Contractor shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

3.18. CONTRACTS: DEFINITION OF AWARD

The Contract shall be deemed to have been awarded when formal Notice of Award shall have been duly served upon the intended awardee (i.e., the bidder to whom the City contemplates awarding the Contract) by the Purchasing Agent of the City.

3.19. CONTRACTS: EXECUTION OF CONTRACTS AND BONDS

A. The successful bidder shall enter into a written contract agreement with the City on the form attached hereto. The bidder must comply with all State and Federal Laws as to provision of Workers' Compensation. Such contract agreement shall be subject to the Charter of Pueblo, the Code of Ordinances, City of Pueblo, and the Ordinance, if any, creating any Special Improvement District formed to carry out this project.

B. Each contract shall be executed in one (1) original counterpart, unless instructed otherwise in Notice of Award, and there shall be executed original counterparts of the Contractor's

Performance Bond and Payment Bond in equal number to the executed original counterparts of the Contract. Not less than two (2) copies of such executed documents will be retained by the City and one (1) copy will be delivered to the Contractor. The successful contractor must provide workers' compensation insurance and public liability and property damage insurance as outlined in the General Provisions of the Contract. The costs of executing the bonds and contract and insurance, including all notarial fees and expense, are to be paid by the Contractor to whom the Contract is awarded.

3.20. CONTRACT: CONTRACT SECURITY

The Contractor shall furnish a good and sufficient Performance Bond and Payment Bond on the forms attached hereto each in an amount not less than the full amount of the contract price, as security for the faithful performance of the Contract and for the payment of all persons performing labor and furnishing material in connection with the work. Said bonds shall be executed by a corporate surety duly authorized to issue bonds in the State of Colorado. Said bonds shall also be complete surety for all guarantees of materials and workmanship required by any provision of the Contract Documents or the specifications. If at any time during the continuance of the Contract a Surety on either of the Contractor's bonds becomes irresponsible or insolvent the City shall have the right to require additional and sufficient sureties which the Contractor shall furnish within ten (10) days after written notice to do so.

3.21. CONTRACTS: VERBAL AGREEMENTS

No verbal agreements or conversations with any agent or employee of the City, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

3.22. CONTRACTS: SCHEDULE OF UNIT PRICES

A. Promptly following the execution of the Contract Documents for all lump sum contracts, the Contractor shall prepare and transmit to the Engineer two copies of an itemized breakdown showing the unit quantities of each major construction item and the corresponding unit prices. Such unit prices shall contain all costs including profit, of each item complete in place. The total cost of all the items shall equal the contract price for the project. This breakdown when approved by the Engineer, will be used primarily in determining payment due the Contractor on periodical estimates. If, in the opinion of the Engineer, any unit price submitted by the Contractor is unbalanced, a detailed breakdown of the items contained in the unit will be required.

B. For contracts bid on a unit price basis, unit bid prices for substantially completed work will be used in determining payment due the Contractor on periodical estimates. Partially completed units may be paid for in periodical estimates.

3.23. SUBCONTRACTS: SUBCONTRACTORS

A. The Contractor shall as soon as possible after the execution of the Contract, notify the City in writing of the names of the subcontractors proposed on the Contract, and shall not employ any subcontractor that the City objects to as incompetent, unfit or otherwise disqualified. Additionally, Contractor shall not employ in the work any subcontractor, nor obtain materials from any supplier, who is (1) debarred or suspended by the Colorado state purchasing director or head of any Colorado purchasing agency or (2) listed on any federal government list of debarments, suspensions or voluntary exclusions, including but not limited to, the List of Parties Excluded from Federal Procurement or Nonprocurement Programs maintained by the General Services Administration.

B. The Contractor agrees to be fully responsible to the City for the acts or omissions of their subcontractors and of anyone employed directly or indirectly by the Contractor or subcontractors and this contract obligation shall be in addition to the liability imposed by law upon the contractor.

C. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City.

D. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General Provisions and the SPECIAL PROVISIONS of the Contract, Plans and Specifications as far as applicable to their work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City.

3.24. SUBCONTRACTS: ASSIGNMENT OF CONTRACT

No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the written approval of the City and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the City shall not relieve the Contractor of the obligations incurred by them under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations."

3.25. SUBCONTRACTS: OTHER CONTRACTS

The City may award other contracts for additional work, at the site of the project (or other locations) and the Contractor shall fully cooperate with such other contractors and carefully fit their own work to that provided under other contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

3.26. INDEMNITY AND INSURANCE: INDEMNITY

The Contractor and their sureties shall indemnify, defend and save harmless the City of Pueblo and all of its officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damage received or sustained by any person or persons or property, on account of any negligent act or fault of the Contractor, their agents or employees, in performance of said Contract; or on account of the failure of the Contractor to provide necessary barricades, warning lights or signs; and shall forthwith pay any judgment, with costs, which may be obtained against the City, its officers, agents or employees, growing out of such injury or damage.

3.27. INDEMNITY AND INSURANCE: CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until Contractor has obtained at their own expense and without cost to the City all insurance required under this paragraph and such insurance has been approved by the City Attorney, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The Contractor shall maintain such insurance until the final acceptance by the City of all construction covered by the Contract.

A. **Commercial General Liability Insurance:** The Contractor shall secure and maintain during the period of this Contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Contractor with respect to all work performed by them and all their subcontractors under the Contract, to be written on a Commercial General Liability policy form CG 00 01. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall be endorsed naming the City of Pueblo, its agents, officers, and employees as additional insureds, subject to Contractor's manuscript additional insured endorsement. To the extent that Contractor's work, or work under their direction, may require blasting, explosive conditions, or underground operations, the commercial general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of building, or damage to underground property. The policy shall also provide coverage for contractual liability assumed by Contractor under the provisions of the Contract, and "Completed Operations and Projects Liability" coverage.

B. **Comprehensive Automobile Liability Insurance:** The Contractor shall procure and maintain during the period of the Contract and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Contractor from any and all claims arising from the use both on and off the site of the project of

automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired, or used by Contractor.

C. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the period of this Contract and for such additional time as work on this project is being performed, Workers' Compensation Insurance, including Occupational Disease Provisions, fully complying with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado. Such insurance shall be obtained notwithstanding that Contractor may have no employees as defined under said Act or that Contractor might otherwise avail itself of an exemption under the Act from any legal requirement to obtain such coverage. Such insurance shall cover all employees of Contractor performing work on the project irrespective of whether such employees may be shareholders, managers, partners or owners of Contractor or exempt employees under the Act. If any class of employees engaged in hazardous work under this Contract at the site of the project is not protected by the Workers' Compensation Statute, the Contractor shall provide, and similarly shall cause each subcontractor to provide, special insurance for the protection of such employees not otherwise protected. Workers' Compensation policy shall contain an endorsement waiving subrogation against the City.

D. **Inland Marine/Installation Floater Insurance:** All tools and equipment that the Contractor has at the job site or is owned by the Contractor and/or subcontractors are the responsibility of the Contractor, respectively. When specified in SPECIAL PROVISIONS Contractor shall obtain an installation floater to cover that portion of the work to be constructed, installed, altered or repaired by contractor. The installation floater policy must include coverage for the fixtures, materials, supplies, machinery and equipment used in or incidental to the construction project as well as property kept off-site or while in transit. Coverage must also include property of others in the contractor's care, custody or control including but not limited to materials paid for by City pursuant to General Provisions Section 5.63 of this contract. The City shall be named as loss payee on the policy with coverage extending through the final completion date for all materials or supplies purchased for the project. The City of Pueblo assumes no responsibility for protection, maintenance, or repair of any tools or equipment used on this project.

E. **Installation Floater Insurance:** The Contractor shall secure and maintain during the period of this Contract, Installation Floater Insurance coverage (including vandalism) upon 100% of the cost of the entire project which is the subject of this Contract and including completed work, work in progress, and materials delivered to the site for incorporation therein. Such insurance shall include as loss payee the City, its officers, agents and employees, and any other person with an insurable interest designated by the City as an Additional Named Insured. Such insurance may have a $2,500 maximum deductible clause, which deductible amount shall be the responsibility of the Contractor. In the event the project site is located within the floodway or floodplain, or located within 500 feet of any lake, stream, river or other natural watercourse, the policy shall contain a flood endorsement.

F. **Any Subcontractor Performing Work for the Contractor:** Any subcontractor performing work for the Contractor under the Contract shall provide certificates of insurance protection to the Contractor and to the City of Pueblo, Colorado, of the same type and in the same amounts as required by the Contractor.

G. **The Insurance Coverage:** The insurance coverage enumerated in the above subparagraphs constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain, at their own cost and expense, any additional kinds and amounts of insurance that, in their own judgement, may be necessary for their proper protection in the prosecution of the work.

H. **Certificates of Insurance:** Certificates of Insurance for Workers' Compensation Insurance, Commercial General Liability Insurance, and Comprehensive Automobile Liability Insurance shall be filed with the City prior to the execution of the Contract. Certificates for Inland Marine/Installation Floater Insurance shall also be filed with the City when such insurance is required for the project. Said insurance shall not thereafter be canceled, permitted to expire, or be changed without 30 days advance written notice to the City.

3.28. GUARANTEES, PATENTS, PERMITS: GUARANTEES

A. All work shall be constructed in compliance with applicable building and construction codes and must be guaranteed for a period of two (2) years from the date of final acceptance, or for such other period as may be required in the SPECIAL PROVISIONS.

B. In placing orders for equipment, the Contractor shall purchase same only under a written guarantee from the respective manufacturer that the equipment supplied will function satisfactorily as an integral part of the completed project in accordance with the plans and specifications. Furthermore, the Contractor shall require that the manufacturer agree in writing at the time the order for equipment is placed, that they will be responsible for the proper functioning of the equipment in cooperation with the Contractor, and that whenever necessary during the installation period or tuning up period following construction period the manufacturer will supply, without additional cost to the City, such superintendence and mechanical labor and any additional parts and labor needed to make the equipment function satisfactorily, even if same was not shown on approved shop drawings.

C. The provisions of this section concerning guarantee by Contractor shall be construed in a manner consistent with the requirements and limitations of 23 CFR § 635.413.

D. Product manufactured by Contractor that includes required startup and is sold in North America will not be warranted by Contractor unless Contractor performs the product start-up.

E. City of Pueblo understands that Contractor is not the manufacturer of any third-party product(s) and any warranties, claims, statements, representations, or specifications are those of the third-

party manufacturer, not Contractor, and City of Pueblo is not relying on any warranties, claims, statements, representations, or specifications regarding the third-party product that may be provided by Contractor or its affiliates, whether oral or written. The warranty and liability set forth in this agreement are in lieu of all other warranties and liabilities, whether in contract or in negligence, expressed or implied, in law or in fact, including implied warranties of merchantability and fitness for a particular purpose and/or others arising from course of dealing or trade. Contractor makes no representation or warranty of any kind, including warranty of merchantability or fitness for particular purpose. Additionally, contractor makes no representation or warranty of any kind regarding preventing, eliminating, reducing or inhibiting any mold, fungus, bacteria, virus, microbial growth, or any other contaminants (including Covid-19 or any similar virus) collectively, "contaminants", whether involving or in connection with equipment, any component thereof, services or otherwise. In no event shall Contractor have any liability for he prevention, elimination, reduction or inhibition of the growth or spread of such contaminants involving or in connection with any equipment, third-party product, or any component thereof, services or otherwise and City of Pueblo hereby specifically acknowledges and agrees thereto.

3.29. GUARANTEES, PATENTS, PERMITS: PERMITS, SURVEYS, AND COMPLIANCE WITH LAWS

A. Except as may otherwise be indicated in the Contract Documents, the Contractor shall procure at their own expense all permits, licenses, and bonds necessary for the prosecution of their work, and/or required by Municipal, State, and Federal regulations and laws, including, but not limited to, permits for transportation of materials and equipment, blasting, environmental permits, and any other permit required for the project or Contractor's operations, regardless of whether the necessity for such permit is disclosed in the plans and specifications.

B. The City will furnish all site surveys, easements, and rights of way necessary for construction of any permanent works required in the specifications, where such work is to be done on property other than the City's.

C. The Contractor shall give all notices, pay all fees and taxes, including City Sales and Use Taxes, and comply with all Federal, State and Municipal laws, ordinances, rules, and regulations and building and construction codes bearing on the conduct of the work. This Contract as to all matters not particularly referred to and defined herein shall notwithstanding be subject to the provisions of all pertinent ordinances of the Municipality within whose limits the work is constructed, which ordinances are hereby made part hereof with the same force and effect as if specifically set out herein.

D. This Contract is specifically subject to the provisions of the Charter of Pueblo, all applicable portions of the 1971 Code of Ordinances of Pueblo, Colorado, and of the ordinance, resolution or order of the City Council authorizing this improvement. The aggregate payment on this Contract may not exceed the estimates of the Engineer nor the amount budgeted for the

project. If the cost of the improvement to be constructed under this Contract is to be assessed upon the owners of land benefited by such improvements, upon complaint of any such landowner that the improvement in not being constructed in accordance with the Contract, the Council may consider the complaint and make such order in the premises as shall be just, and such order shall be final and conclusive.

3.30. GUARANTEES, PATENTS, PERMITS: DEFENSE OF CLAIMS OR SUITS BY REASON OF PATENT INFRINGEMENT

The Contractor shall protect and indemnify City of Pueblo from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Contractor and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Contractor shall promptly be notified and given full opportunity to negotiate a settlement. Contractor does not warrant against infringement by reason of City of Pueblo's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, City of Pueblo agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

~~3.31. GUARANTEES, PATENTS, PERMITS: LICENSE OR ROYALTY FEES~~

3.32. PLANS AND SPECIFICATIONS

A. All work shall be executed in strict conformity with the plans and specifications, and the Contractor shall do no work without proper drawings and instructions.

B. The City will furnish to the Contractor one (1) complete set of Contract Documents, including drawings. Additional copies of same or any part thereof shall be furnished at the expense of the Contractor.

C. Figured dimensions on the plans shall be taken as correct but shall be checked by the Contractor before starting construction. Any errors, omissions, or discrepancies shall be brought to the attention of the Engineer and their decision thereon shall be final. All notes on the plans shall be followed. Corrections of errors, or omissions on the drawings or specifications may be made by the Engineer when such correction is necessary for the proper execution of the work.

3.33. PLANS AND SPECIFICATIONS: INTENT OF CONTRACT DOCUMENTS

A. The sections of the Contract Documents and the contract plans are complementary, and what is called for by anyone shall be binding as if called for by all. The intention of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation, and all other expense as may be necessary for the proper execution of the work.

B. Any work shown on the plans and not covered in the specifications or included in the specifications and not shown on the plans shall be executed by the Contractor as though shown both on the plans and included in the specifications. If the plans and specifications should be contradictory in any part, the specifications shall govern.

C. If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical layout, or any errors or omissions in plans or layout, the Contractor shall immediately so inform the Engineer, and the Engineer shall promptly verify them. Any work done after such discovery without written consent of the Engineer authorizing same shall be done at the Contractor's risk.

D. Any minor items not specifically called for in the plans and specifications, but which are necessary to complete the work ready for use in accordance with the requirements of good practice, as determined by the Engineer, shall be included as a part of the Contractor's bid price and furnished at no additional cost to the City.

E. In interpreting the Contract Documents, words describing materials or work which have a well known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be constructed in accordance with such well known meaning recognized by architects, engineers, and the trade.

~~3.34. PLANS AND SPECIFICATIONS: INTERPRETATION OF CONTRACT DOCUMENTS~~

3.35. PLANS AND SPECIFICATIONS: STANDARD MANUFACTURER

Wherever the terms "standard", "recognized" or "reputable" manufacturer are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment, or supplies of the nature called for by the specifications for a reasonable period of time prior to the date set for opening of bids, and who can demonstrate to the satisfaction of the City that said manufacturer has successfully installed equipment, materials, or supplies of the type proposed to be furnished in at least three instances and that the performance of such materials, equipment, or supplies for a period of over twelve months prior to the date fixed for opening bids shall, prima facie, be deemed to have been engaged in such business for a reasonable length of time.

3.36. PLANS AND SPECIFICATIONS: MATERIALS AND WORKMANSHIP

A. The Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, heat, transportation, and other facilities necessary for the execution and completion of the Contract. Unless otherwise stipulated in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for their purpose. The Contractor shall furnish to the Engineer, for their approval, the name of the manufacturer of machinery, mechanical and other equipment, which the Contractor contemplates installing, together with their performance capacities and other pertinent information.

B. If not otherwise provided, material or work called for in this Contract shall be furnished and performed in accordance with well known established practice and standards recognized by architects, engineers, and the trade in so far as possible.

C. When required by the specifications, or when called for by the Engineer, the Contractor shall furnish for approval full information concerning the materials or articles which the Contractor contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection. All materials and workmanship shall be guaranteed by the Contractor and Surety for a period of time as set forth in Section 3.28 or for such period as may be required in the SPECIAL PROVISIONS.

D. No material of any kind shall be installed in the project until it has been inspected and approved by the Engineer. All material rejected shall be immediately removed from the site of the work and not again offered for inspection. Any materials or workmanship found at any time to be defective shall be remedied at once regardless of previous inspections.

E. At any time during the course of construction of this project when in opinion of the Engineer, provisions of the plans, specifications, or contract provisions are being violated by the Contractor or their employees, the Engineer shall have the right and authority to order all construction to cease or material to be removed, until arrangements satisfactory to the Engineer are made by the Contractor for resumption of the work in compliance with the provisions of the Contract.

3.37. PLANS AND SPECIFICATIONS: SHOP DRAWINGS

A. The Contractor, as soon as possible after approval of the source and the purchase of items of materials and equipment, shall submit to the Engineer all shop or setting drawings and schedules required for the work, including those pertaining to structural and reinforcing steel. The Contractor shall make any corrections in the drawings required by the Engineer, and resubmit same without delay.

B. Three final copies of all shop or setting drawings shall be submitted to the Engineer, who after checking will retain two copies and return one copy to the Contractor. The Engineer's approval of shop drawings of equipment and material shall extend only to determining the conformity of such equipment and materials with the general features of the design drawings prepared by the Engineer. Shop drawings are not part of the Contract Documents and do not modify the Contract Specifications. It shall be the responsibility of the Contractor to determine the correctness of all dimensions and minor details of such equipment and materials so that when incorporated in the work correct operations will result.

3.38. ENGINEER, INSPECTION, AND TESTING: AUTHORITY OF ENGINEER

A. The Engineer shall decide all questions which may arise as to the fulfillment of the Contract on the part of the Contractor and their decision thereon shall be final and conclusive. The Engineer shall have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

B. If, in the opinion of the Engineer, the work being done by the Contractor is in violation in any way with the terms of the Contract, the Engineer shall forthwith notify the Contractor to cease said violation.

C. The Engineer shall, upon presentation to them, make prompt decisions in writing on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. All such decisions of the Engineer shall be final and conclusive.

D. The Contractor shall submit schedules which shall show the order in which the Contractor proposes to carry on the work, but the right to stipulate the order in which the Contract shall be carried out is reserved to the Engineer.

E. In the event either City or Contractor remains dissatisfied with the final decision of the Engineer hereunder, the City or Contractor may seek judicial review thereof pursuant to Rule 106, C.R.C.P. In no event shall the Contractor slow or stop the work while a determination is pending under this section, and the City will continue to make payment in accordance with the Contract Documents except as to any amount in dispute.

3.39. ENGINEER, INSPECTION, AND TESTING: TESTING OF MATERIALS

A. Attention of the Contractor is directed to the materials tests required on this Contract. All laboratory tests shall be approved by an approved testing laboratory. The specific test requirements are set forth in the sections of these specifications which describe the materials or apparatus to be tested. The Contractor shall furnish the Quality Control materials to be tested and shall pay transportation charges and costs of testing on any samples required to be submitted to the laboratory.

B. Where certified test reports are required to be furnished by the manufacturer, the Contractor shall furnish duplicate copies of the reports before the material will be approved for use.

3.40. ENGINEER, INSPECTION, AND TESTING: STAKING WORK

A. The Engineer will set control stakes for general layout and all necessary grade stakes for construction work. The protection and care of such stakes shall be the responsibility of the Contractor. The Contractor may, at the discretion of the Engineer, be required to pay the cost of replacing stakes which are lost or destroyed. The detail layout of structures and staking of individual items shall be done by the Contractor subject to verification by the Engineer as to

compliance with the contract plans and specifications. In any case, the Contractor shall be responsible for the correctness and accuracy of the detail layout of finished structures.

B. Any personnel engaged in the surveying work on the project by the Contractor or their subcontractors, who is judged by the Engineer to be incompetent shall be removed from the work and replaced by competent personnel.

3.41. ENGINEER, INSPECTION, AND TESTING: FAILURE TO COMPLETE WORK ON TIME

In case the Contractor shall fail to fully perform and complete the work in conformity with the provisions and conditions of the Contract within the specified time limit set forth in the Proposal or within such further time as, in accordance with the provisions of this agreement shall be fixed or allowed for such performance and completion, the Contractor shall and will pay to the City of Pueblo for each and every day of the additional time in excess of the contract time and any granted extensions thereof, to the extent that the delay resulting in liability is caused by the actions of the Company and its subcontractors, but not to the extent caused by the City of Pueblo, other contractors, others, or events beyond the Company's reasonable Control, the sum given in the following schedule which said sum per calendar day is agreed upon, fixed and determined by the parties hereto; provided, however, in no event shall Company be liable for liquidated damages in an accumulated amount which exceeds Five Hundred Thousand Dollars ($500,000). The amounts shown are considered to be liquidated damages to reimburse the City for the additional costs caused by delayed completion and in no case constitute a penalty. The amounts set forth below may be reduced or supplemented for project specific considerations as provided for in SPECIAL PROVISIONS.

LIQUIDATED DAMAGES

ORIGINAL CONTRACT AMOUNT	AMOUNT OF LIQUIDATED DAMAGES PER DAY
Less than $49,999	$200.00
$50,000 to $99,999	$250.00
$100,000 to 249,999	$300.00
$250,000 to $499,999	$400.00
$500,000 to $999,999	$500.00
$1,000,000 and above	$1,000.00 plus any additional amount specified in Special Provisions

3.42. ENGINEER, INSPECTION, AND TESTING: INSPECTION

A. The Engineer and their authorized representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper and safe facilities for such access and for inspection.

B. The Engineer shall have the right to reject materials and workmanship which are defective, or require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the City. If the Contractor does

not correct such condemned work and remove rejected materials within a reasonable time fixed by written notice, the City may remove them and charge the expense to the Contractor.

C. Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor, and materials. If such work is found to be defective in any material respect due to fault of the Contractor or their subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) percent, will be allowed the Contractor.

D. All materials to be incorporated in the work, all labor performed, all tools, appliances, and methods used shall be subject to the inspection and approval or rejection of the Engineer.

E. If the Engineer shall point out to the Contractor, their foreman or agent any neglect or disregard of the contract provisions, such neglect or disregard shall be remedied and further defective work shall be at once discontinued.

F. The Contractor shall execute the work only in the presence of the Engineer or authorized inspectors, unless provision has been made for the work to proceed without complete engineering supervision or inspection. The presence of the Engineer or Inspector shall in no way relieve the Contractor of the responsibility of this Contract, or be any warrant for the furnishing of bad material or poor workmanship.

G. The inspection and supervision of the work by the Engineer is intended to aid the Contractor in applying labor, materials, and workmanship in compliance with the contract provisions. Such inspection and supervision, however, shall not operate to release the Contractor from any of their contract obligations.

3.43. CONTRACTOR'S WORKING CONDITIONS: SUPERINTENDENCE

A. The Contractor shall give their personal superintendence to the work or have at the site of the work at all times a competent foreman, superintendent, or other representative satisfactory to the Engineer and having authority to act for the Contractor. All directions given to them shall be as binding as if delivered to the Contractor. Such directions shall be confirmed upon written request to the Engineer by the Contractor or their superintendent.

B. In so far as it is practicable and except in the event of discharge by the Contractor or in the event of proven incompetence, the individual who has been designated to represent the Contractor shall so act and shall follow without delay instructions of the Engineer in the prosecution of the work in conformity with the Contract.

3.44. CONTRACTOR'S WORKING CONDITIONS: LABOR

A. The Contractor shall employ none but competent and skilled workers and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among their employees. The Engineer shall have the authority to order removal from the work of any Contractor's employee who refuses or neglects to observe any of the provisions of these plans or specifications, or who is incompetent, unfaithful, abusive, threatening, or disorderly in their conduct, and any such person shall not again be employed on this project without permission of the Engineer.

B. Colorado labor shall be employed to perform the work to the extent of not less than eighty percent (80%) of each type of class of labor in the several classifications of skilled and common labor employed on this project, as required and defined in Article 17 of Title 8 of C.R.S.; provided, however that this subsection (b) shall be suspended and of no effect to the extent prohibited or inconsistent with a requirement of federal law or regulation or the terms and conditions of any grant or cooperative agreement to which the City is a party and which concerns the Project.

C. If required, Contractor shall comply with all of the Davis-Bacon Act. Contractor shall be responsible for educating its officers, employees, representatives, contractors, and subcontractors regarding the applicable Davis-Bacon wages to be paid on this project. Contractor shall be responsible for requesting additional classifications, if necessary, and appealing any wage decisions to the Department of Labor or other applicable governmental entity. Contractor assumes the risk of an unfavorable wage determination.

3.45. CONTRACTOR'S WORKING CONDITIONS: USE OF JOB SITE AND PRIVATE LAND

A. The Contractor shall confine their equipment, apparatus, the storage of materials and operations of their workers to limits indicated by law, ordinances, permits or directions of the City and shall not encumber the premises with their materials.

B. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The Contractor shall enforce the Engineer's instructions regarding signs, advertisements, fires, and smoke.

C. The Contractor shall not use any vacant lot or private land as a plant site, depository for materials, or as a spoil site without the written authorization of the owner (or their agent) of the land, a copy of which authorization shall be filed with the City. The Contractor shall not interrupt, constrict, or alter established drainage ways on vacant lots or private land without first obtaining permission from the Engineer and the property owner.

3.46. CONTRACTOR'S WORKING CONDITIONS: PROTECTION OF THE PUBLIC, WORK, AND PROPERTY

A. The Contractor shall provide and maintain all necessary watchmen, barricades, red lights, and warning signs and take all necessary precautions for the protection of the public. The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the City's property from injury or loss arising in connection with the Contract. The Contractor shall make good any damage, injury, or loss to their work and to the property of the City, except such as may be due to errors in the Contract Documents, or caused by agents or employees of the City.

B. The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect the City's and adjacent property from injury arising from or in connection with this Contract.

C. The Contractor will be responsible for any and all damage to property, public or private, that may be caused by their operations in the performance of this Contract, and the Contractor shall defend any suit that may be brought against themself or the City on account of damage inflicted by their operations, and shall pay any judgements awarded to cover such damage; provided, however, that if either party to this Contract should suffer injury or damages in any manner because of any wrongful act or neglect of the other party or of anyone employed by them, then they shall be reimbursed by the other party for such damage. Notice of pending claim for such reimbursement shall be made in writing to the party responsible within a reasonable time of the first observance of such damage, and the claim shall be filed and adjusted prior to the time of final payment.

3.47. CONTRACTOR'S WORKING CONDITIONS: ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable local ordinances, State, and Federal laws, and building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

3.48. CONTRACTOR'S WORKING CONDITIONS: INTERFERENCE WITH TRAFFIC

In executing the work on this project the Contractor shall not unnecessarily impede or interfere with traffic on public highways or streets. Any question as to what constitutes unnecessary interference with traffic or a hazard to traffic shall be determined by the Engineer and the Traffic Engineer of the City. The Contractor shall confer with and keep Police and Fire Departments of the City fully informed as to street or alleys which are to be closed to traffic for construction purposes. The Contractor shall be responsible for coordination of their work with all affected utilities.

3.49. CONTRACTOR'S WORKING CONDITIONS: SANITARY CONVENIENCES

The Contractor shall provide and maintain at the site of the construction work at all times, suitable sanitary facilities for use of those employed on this Contract without committing any public nuisance. Pit type toilets shall be of proper design and fly tight. All toilet facilities shall be subject to the approval of the Pueblo City County Health Department.

3.50. CONTRACTOR'S WORKING CONDITIONS: WORK IN BAD WEATHER

No construction work shall be done during stormy, freezing or inclement weather, except such as can be done satisfactorily, and in a manner to secure first class construction throughout, and then only subject to the permission of the Engineer.

3.51. CONTRACTOR'S WORKING CONDITIONS: COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

3.52. CLEANUP AND FINAL COMPLETION: CLEANING UP AND FINAL INSPECTION

A. The Contractor shall at all times keep the site of the work free from accumulations of waste materials or rubbish caused by their employees or work and at the completion of the work they shall remove all their rubbish from and about the work and all their tools, equipment, scaffolding and surplus materials and shall leave their work clean and ready to use. In case of dispute, the City may remove the rubbish and surplus materials and charge the cost to the Contractor. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the City therefore.

B. All sewers, conduits, pipes and appurtenances and all tanks, pump wells, chambers, buildings, and other structures shall be kept clean during construction; and as the work or any part thereof approaches completion, the Contractor shall systematically and thoroughly clean and make any needed repairs to them. The Contractor shall furnish at their own expense, suitable tools and labor for removing all water and cleaning out all dirt, mortar, and foreign substances. Any undue leakage of water into the structures such as to make the work, in the opinion of the Engineer, fall short of first class work, shall be promptly corrected by the Contractor at their own expense. Cleaning and repairs shall be arranged, so far as practical, to be completed upon finishing the construction work. Notice to begin the final cleaning, and repairing, if such is needed, will be given by the Engineer, who at the same time will make their final inspection of the work. The Engineer will not approve the final estimate of any portion of the work until after the final inspection is made and the work found satisfactory.

3.53. CLEANUP AND FINAL COMPLETION: CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting or patching of their work that may be required to make its several parts fit together or to receive the work of other contractors shown upon, or reasonably implied by, the plans and specifications of the completed project.

B. Any cost caused by defective or ill timed work shall be borne by the party responsible therefore.

C. The Contractor shall not endanger any work by cutting, digging or otherwise, and shall not cut or alter the work of any other contractor without the consent of the Engineer.

3.54. CLEANUP AND FINAL COMPLETION: FINAL TESTS

After completion of the work the Contractor shall make any and all tests required by the specifications or by municipal or state regulations, and where so provided in said regulations shall furnish the City with certificates of inspection by the municipal or state regulatory bodies. The Contractor shall also make all tests required by the National Board of Fire Underwriters for the purpose of determining insurance rates or other protection of City or the Public.

3.55. CLEANUP AND FINAL COMPLETION: CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law.

3.56. CLEANUP AND FINAL COMPLETION: TERMINATION FOR CAUSE

A. In the event the Contractor shall be adjudged as bankrupt, or shall make a general assignment for the benefit of their creditors, or a receiver shall be appointed on account of their insolvency, or if they shall persistently or repeatedly refuse or should fail to supply enough properly skilled workers or proper materials, or shall fail to maintain required insurance, or shall fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, or ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provisions of the Contract, the City may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract, and unless within ten days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten days cease and terminate. In the event of any such termination, the City shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within thirty days from the date of the mailing to such Surety of a notice of termination, the City may take over the work and prosecute the same to completion for the account and at the expense of the Contractor, and the Contractor and their Surety shall be liable to the City for any excess cost thereby occasioned the City. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and

administrative services, such excess shall be paid to the Contractor. The expense incurred by the City herein provided, and the damages incurred through the Contractor's default, shall be determined by the Engineer whose decision thereon shall be final and conclusive.

B. Where the Contract has been terminated by the City, said termination shall not affect or terminate any of the rights of the City as against the Contractor and their Surety then existing or which may thereafter accrue because of such default. Any retention by the City of the moneys due the Contractor under the terms of the Contract shall not release the Contractor or their Surety from liability for their default.

3.57. CLEANUP AND FINAL COMPLETION: FINAL ACCEPTANCE OF THE WORK

A. The Contract shall be deemed as having been finally accepted by the City upon authorization of final payment issued by the Engineer.

B. Use of part of the improvement by the City before completion of the entire project is not to be construed by the Contractor as an acceptance by the City of that part so used.

3.58. CLEANUP AND FINAL COMPLETION: COMMENCEMENT AND COMPLETION OF WORK

A. The Contractor shall commence work within three (3) calendar days of the date of execution of the Contract (unless otherwise stated in the Bid Form), and complete the Contract within the number of calendar days from the date of the Notice to Proceed as stated in the Bid Form.

B. The dates fixed for commencement and completion of the work shall be extended for a period equivalent to the time lost because of severe and unusual weather, non delivery of properly ordered materials, or other cause over which the Contractor is not responsible. The Contractor shall document reasons for requesting any such extensions in a letter to the Engineer, and the Engineer shall fix the period of extensions, if any, their decision being binding upon both parties. If satisfactory execution and completion of the Contract shall require work or materials in substantially greater amounts or quantities than those set forth in the Contract, then the contract time shall automatically be increased in the same proportions as the cost of the additional work bears to the original contracted for. No allowance will be made for delays or suspension of the prosecution of the work due to the fault of the Contractor or their subcontractors or suppliers.

3.59. CLEANUP AND FINAL COMPLETION: LIQUIDATED DAMAGES

A. In the event that the Contract has not been completed within the specified time (including any approved time extensions as described in Paragraph COMMENCEMENT AND COMPLETION OF WORK) the amounts set forth in Paragraph FAILURE TO COMPLETE WORK ON TIME will be deducted from the amount paid the Contractor, as liquidated damages.

B. No other liquidated damages will be charged for noncompletion within the specified time unless specifically stated in the Special Provisions.

3.60. CLEANUP AND FINAL COMPLETION: WAIVER OF STATUTORY LIMITATIONS AND CONDITIONS

The rights and remedies available to City under the Contract Documents, including the City's right to recover liquidated damages, are in addition to, and not limited by, any rights, remedies and limitations provided under law. By bidding upon and entering into this Contract, the Contractor specifically waives all provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statues including, without limitations, those relating to defects in the work under the Contract, limitation of damages and notice of claim process.

3.61. MEASUREMENT AND PAYMENT: MEASUREMENT OF WORK

A. If the bid for the work under this Contract is on a unit price basis, the actual number of units of each item of work to be constructed may be more or less than the corresponding number given in the bid form or plans, but no variation will be made in the contract unit prices on the account. No extra measurement of any kind will be allowed in measuring the units of work under this Contract, but the actual units of work shall be considered and all lengths will be measured on the centerline of the work, whether straight or curved. The Contractor will be paid the contract price for each unit of work done, which price will include the cost of all work described in the unit specifications.

B. The method of measurement shall be as described in that part of the specifications covering the particular units of work or materials furnished.

3.62. MEASUREMENT AND PAYMENT: PAYMENTS

A. The Contractor shall prepare and submit to the Engineer a detailed estimate of the work performed during the preceding calendar month, and at the time of completion of the work under the Contract, the Contractor shall prepare and submit to the Engineer a detailed estimate of the work performed since the last calendar month for which the Contractor has submitted an estimate, such estimates to be used after approval as a basis for periodical and final payments. In City's sole and absolute discretion, City may require certifications of payment by any supplier, subcontractor, and materialmen of Contractor with respect to the work performed.When approved, one copy of such estimate will be returned to the Contractor.

B. Not later than the 21st day after approval of periodic estimate and receipt of all other required payment submittals as detailed in SPECIAL PROVISIONS, the City will make partial payment to the Contractor on the basis of a duly certified and approved estimate and certifications, if required, of the work performed by the Contractor during the preceding calendar month. The City, at its discretion, may include in such monthly estimates payment for materials that will eventually be incorporated in the project, provided that such material is suitably stored on the site of the project at the time of submission of the estimate for payment. Payment for materials

on hand but not in place, unless otherwise provided in the Special Provisions, shall be based on the Contractor's cost of such materials stored at the job site, as evidenced by material bills and freight bills. No additional allowances will be made for handling or drayage by the Contractor's forces, nor overhead, insurance, profit, or other incidental costs. The Contractor shall, if required by the Engineer, present certified copies of receipted bills and freight bills for such materials. Such material when so paid for by the City shall become the property of the City, and in case of default on the part of the Contractor, the City may use or cause to be used by others these materials in construction of the project.

C. The City will retain a percentage of the amount of each periodical estimate until the final completion and acceptance by the City of all work included in this Contract. Unless otherwise specified in SPECIAL PROVISIONS , the percentage retained shall be 10%, except that the retainage on the periodic estimate considered to be the final estimate may be reduced by the Engineer to an amount deemed by them sufficient to complete minor work, effect minor repairs or perform minor cleanup, provided, however, that in no event may retainage be reduced to less than five percent (5%) of the original contract amount. Nothing in this section shall be construed to limit or restrict the City's right to withhold additional amounts pursuant to Section WAIVER OF STATUTORY RETENTION LIMITS of these General Provisions.

D. Final payment of the percentage retained by the City on the monthly periodical estimates and on the final estimate will be paid to the Contractor not more than thirty (30) days after final acceptance by the City of the work on this Contract and publication of the statutorily required Notice of Final Settlement.

3.63. MEASUREMENT AND PAYMENT: WAIVER OF STATUTORY RETENTION LIMITS

Contractor acknowledges that the City will retain up to 10% of each periodical estimate as set forth in paragraph PAYMENTS (c) above. By bidding upon and entering into this Contract, the Contractor knowingly and voluntarily waives any and all right or entitlement it may have for a lesser percentage to be retained from payments pursuant to Section 24-91-103(1)(a) of the Colorado Revised Statutes.

3.64. MEASUREMENT AND PAYMENT: CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATIONS THEREOF

A. The City may withhold, in addition to retained percentages, from any payment to the Contractor, such an amount or amounts as may be necessary to cover:

1. Claims filed with the City for labor or materials furnished in connection with the work;
2. Correction of defective work not promptly remedied by Contractor;
3. Amounts owed to their suppliers, subcontractors, and workers;
4. An amount sufficient to ensure completion if a reasonable basis exists to believe that the Contract cannot be completed for the balance then unpaid;

5. Damage caused by Contractor to another contractor or public or private property;
6. Excess cost of field engineering and inspection;
7. City Sales and Use Tax to which the City is entitled;
8. Liquidated damages.

B. The City may disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The City will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

C. Neither the final payment nor any part of the retained percentage shall become due until 30 days after publication of Notice of Final Settlement on the Project and after the Contractor shall have delivered to the City a complete release for themself and all materialmen and subcontractors of all claims or liens arising out of the Contract, or receipt in full in lieu thereof. The Contractor may, however, furnish a bond, satisfactory to the City Attorney, to indemnify the City against any claim or lien. If any claim or lien remains unsatisfied after all payments are made, the Contractor and their Surety shall be liable to the City for all moneys that the latter may be compelled to pay in discharging such claim or lien, including all costs and reasonable attorney's fees.

3.65. MEASUREMENT AND PAYMENT: UNCORRECTED WORK

All work performed incorrectly or of incorrect materials shall be replaced before final payment. Final payment will be withheld until such corrections have been accomplished.

3.66. MEASUREMENT AND PAYMENT: CHANGE ORDERS

A. The Engineer, in writing, may direct that changes be made in the work to be performed or the materials to be furnished pursuant to the provisions of this Contract. A written change order which causes any increase in the original contract price shall include a statement that lawful appropriations have been made sufficient to cover the costs of the change order.

B. Adjustments, if any, in the amounts to be paid to the Contractor by reason of any such change shall be determined by one or more of the following methods:

1. By unit prices contained in the Contractor's original bid and incorporated in this construction contract;
2. By a supplemental schedule of prices contained in the Contractor's original bid and incorporated in this construction contract; or by schedule of unit prices approved by Engineer pursuant to GENERAL PROVISIONS, CONTRACTS: SCHEDULE OF UNIT PRICES;
3. By an acceptable lump sum bid from the Contractor;

4. On a cost plus limited basis not to exceed a specified limit (defined as the cost of labor, materials, and insurance plus a specified percentage of the cost of such labor, materials, and insurance; provided the specified percentage does not exceed fifteen (15) percent of the aggregate cost of such labor, materials, and insurance and shall in no event exceed a specified limit). Provided, however, that the aggregate payment of all work shall in no case exceed the estimate of the Engineer.

C. No claims for an addition to the contract sum shall be valid unless authorized in writing as aforesaid.

D. In cases where a lump sum bid is submitted by the Contractor in excess of $500.00 (Five Hundred Dollars) and the Engineer considers the bid so submitted is excessive or unreasonable for the changes or added work contemplated, the City reserves the right to request a bid for the same changed items from other contractors. If a bid for such added work is obtained from other contractors at a lesser amount, the City reserves the right to make an award for such work to another contractor unless the Contractor on this Contract agrees to do the added or changed work for the price named by the other contractor.

E. It shall be expressly understood and hereby agreed to by the Contractor that no claim for extra work will be recognized by the City unless claim for such added work has been filed by the Contractor within ten (10) days after such alleged extra work was performed.

3.67. MEASUREMENT AND PAYMENT: SIGNIFICANT CHANGES IN CHARACTER OF THE WORK

A. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.

B. If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alternations or changes are in themselves significant changes to the character of the work, or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding loss of anticipated profit, will be made to the contract price. The basis for adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon for any reason what so ever, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

C. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.

D. As used in this section, the term “significant change” shall be construed to apply only to the following circumstances:

1. When the character of the work as altered differs substantially and materially in kind or nature from that involved or included in the original proposed construction, or

2. When a major item of work is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed. A major item is defined to be any item having an original contract value in excess of 10 percent of the original contract amount.

3.68. CONTRACTOR'S RIGHT TO TERMINATE: CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by them, or if the Engineer should fail without cause to issue any estimate within thirty (30) days after it is due, then the Contractor may, upon ten (10) days written notice to the City of Pueblo, stop work or terminate the Contract and recover from the City payment for all work executed plus any loss sustained upon any plant or material plus reasonable profit and damages.

3.69. FORCE MAJEURE

Contractor’s duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Contractor shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company’s election (i) remain in effect but Contractor’s obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days’ notice to City of Pueblo, in which event City of Pueblo shall pay Contractor for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Contractor. Without limiting the foregoing, “Event of Force Majeure” includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Contractor; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

3.70. LIMITATION OF LIABILITY

Neither Contractor nor City shall be liable for any special, indirect consequential, or punitive or exemplary damages including without limitation business interruption, lost data, lost revenue, lost profits, lost dollar savings, or lost energy use savings, including contaminants liabilities, even if a party has been advised of such possible damages or if same were reasonably foreseeable and regardless of whether the cause of action is framed in contract, negligence, any other tort, warranty, strict liability, or

product liability). This provision is not intended to apply to or limit Contractor's obligations and liabilities as they apply to direct damages, with respect to indemnity as set forth in §3.26, insurance as set forth and up to the amounts specified under §3.41 or provided for in the SPECIAL PROVISIONS.

3.71. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. In no event will Contractor be liable under this agreement or otherwise for any indemnification, action or claim, whether based on warranty, contract, tort or otherwise, for any bodily injury (including death), damage to property, or any other liabilities, damages or costs related to contaminants (including the spread, transmission, mitigation, elimination, or contamination thereof) collectively "contaminant liabilities" and City of Pueblo hereby expressly releases contractor from any such contaminants liabilities.

3.72. CONTRACTOR'S RIGHT TO TERMINATE: HAZARDOUS MATERIALS

Contractor's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal, or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). City warrants and represents that, except as set forth in a writing signed by Contractor, there are no Hazardous Materials on the Work site that will in any way affect Contractor's Work and City has disclosed to Contractor the existence and location of any Hazardous Materials in all areas within which Contractor will be performing the Work. Should City become aware of or suspect the presence of Hazardous Materials, Contractor may immediately stop work in the affected area and shall notify City. City will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. If and only to the extent allowed by law, City shall be responsible for and shall indemnify Contractor (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site that City has failed to disclose to Contractor, and that Contractor has not brought onto the Work site. Contractor shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Contractor be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials

4. VENDOR SUBMISSIONS

The answers to following questions constitutes the Contractor's Bid Proposal.

4.1. CONFIRMATION OF UNDERSTANDING AND OFFER*

Contractor is responsible for obtaining, reading, and carefully examining the entire Contract Documents package, including any Addenda, prior to submitting a proposal. Confirming below will serve as the Contractor's acknowledgement of understanding and ability to comply with all requirements and conditions of this project and that all mandatory submittals are included in this proposal. **Confirmation must be made by an agent who is legally authorized to bind the company.**

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

Quantities shown on the pricing schedule are subject to additions or reductions. The City reserves the right to adjust the required quantities as necessary. Additional quantities shall be furnished by Contractor at the unit price quoted. The time allowed for construction shall be adjusted in direct proportion to the difference of the adjusted quantities to the estimated quantities.

By confirming below Contractor acknowledges that they have examined the quantities shown against the plans and specifications and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the work to be completed. Downloaded plans/drawings must be printed as "Actual Size"; scaling is NOT correct when printed using other options. It is the Contractor's sole responsibility to ensure plans are printed correctly and to inform third-party printers of this information. The City is not responsible for errors resulting from Contractor's failure to follow this requirement.

The Contractor, if awarded the Contract, agrees to complete and file the Contract Agreement and Payment and Performance Bonds within ten (10) days of the date of Notice of Award, and further agrees to complete the work within TBD calendar days from Notice to Proceed. Liquidated damages will be assessed in accordance with the GENERAL PROVISIONS.

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

☐ Please confirm

*Response required

4.2. NAME, TITLE, AND CONTACT INFORMATION*

Enter the Name, Title, and Contact Information, **including phone number and email address**, of the person providing the Confirmation of Understanding and Offer.

*Response required

4.3. ACKNOWLEDGEMENTS

*4.3.1. INSURANCE REQUIREMENTS**

Bidder hereby acknowledges understanding of the insurance requirements as set forth in GENERAL PROVISIONS, INDEMNITY AND INSURANCE: CONTRACTOR'S INSURANCE and certifies that they are in compliance with these requirements or will be upon award.

Please confirm your acknowledgment of the above statement:

☐ Please confirm

*Response required

*4.3.2. SALES AND/OR USE TAX INFORMATION**

CITY OF PUEBLO SALES OR USE TAX –

The Contractor and any Subcontractors shall pay all applicable City of Pueblo Sales or Use taxes. All General Contractors and Subcontractors are mandated to be licensed with the City of Pueblo Sales Tax Office. Please refer any questions on City Sales or Use Taxes to the City of Pueblo, Department of Finance. Their telephone number is (719) 553-2659.

Please note, there are NO tax-exempt projects within the City of Pueblo.

STATE OF COLORADO SALES OR USE TAX –

The exemption of building materials from State Sales or Use Tax in Colorado Revised Statutes applies only to the State of Colorado Sales or Use Taxes. Please refer any questions on State Taxes to the State of Colorado, Department of Revenue.

PUEBLO COUNTY SALES OR USE TAX –

The State of Colorado collects all sales or use tax for the County of Pueblo; therefore, any exemption allowed by the State applies to the County.

Please confirm you acknowledge the above statements:

☐ Please confirm

*Response required

4.4. CERTIFICATIONS

*4.4.1. CERTIFICATION STATEMENT**

By confirming below, Contractor certifies and affirms that all statements below are true and binding.

This firm or any officer or partner of this firm:

- Has not been convicted of a criminal offense related to obtaining or performing a public or private contract or subcontract.
- Has not been convicted under local, state, or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense

indicating a lack of business integrity or honesty which directly affects responsibility as a City contractor.

- Has not been convicted under local, state, or federal antitrust statutes arising out of the submission of bids or proposals.
- Has not failed to perform or unsatisfactorily performed in accordance with the terms of one or more contracts with public or private entities within the previous five years.
- Is not currently under suspension or debarment by the City or any other governmental entity based upon a settlement agreement or a final administrative or judicial determination issued by a federal, state, or local governmental entity.
- Is qualified and financially able to timely perform the work.
- Is licensed or able to be duly licensed to perform the work on the date of the contract award.
- Is not delinquent in making payment of any City taxes for which the tax liability has been finally determined and no further right of appeal exists.

Do you confirm that the above statements are true?

☐ Yes
☐ No

*Response required

When equals "No"

*4.4.2. EXPLANATION OF NEGATIVE RESPONSE**

A clear and concise explanation must be provided detailing which statement(s) cannot be confirmed as true and why.

*Response required

ATTACHMENTS A – CONTRACT DOCUMENTS

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____, by and between the City of Pueblo, a Colorado Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and Trane U.S. Inc. DBA Trane, hereinafter referred to in the Contract Documents as "Contractor".

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

Bid No: **25-092**

Bid Name: **PMJC HVAC REPLACEMENT**

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

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

Construction and installation of the above enumerated work for the City shall be completed and ready for use in accordance with the time of completion described in the Proposal Form of this Contract. This time shall be extended only for those periods set forth in the Contract Documents and in accordance with the requirements of same.

The work and material for the project covered by the Contract Documents shall be completely installed and delivered to the City within the time above stated, clear and free from any and all liens, claims and demands of any kind.

The full compensation to be paid to the Contractor by the City, pursuant to the terms of this Contract, shall be payable as provided in the Contract Documents.

This Contract consists of the following components, parts, and documents, all of which taken together constitute and are referred to as the Contract Documents, and the same are incorporated as part of the Contract as if set out herein verbatim, whether the same have been attached hereto or not:

Contract (This Instrument)

Performance Bond

Payment Bond

Notice to Proceed

Contractor's Proposal

Expressly and without limitation, SPECIAL PROVISIONS, LABOR PROVISIONS, AND GENERAL PROVISIONS.

The Standard Construction Specifications and Standard Details for City of Pueblo, Colorado, adopted November 11, 2024, and as most recently amended, are hereby included by reference and all provisions thereof shall be applicable.

Title XII, Chapter 2, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 3476, and amended by Ordinance No. 4476 and 5229, shall be considered a part of this contract.

Title I, Chapter 8, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 4479, shall be considered a part of the contract.

All the covenants and agreements set forth in the Contract Documents shall inure to the benefit of and be binding upon City and Contractor and their respective heirs, legal successors and assigns and shall be governed by the laws of the State of Colorado.

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

(Signature Page Follows)

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

Trane U.S. Inc. DBA Trane

_____

Print Name: _____

Title _____

PUEBLO, A MUNICIPAL CORPORATION

By _____
Naomi Hedden, Director of Purchasing

ATTEST:

_____
Marisa Stoller, City Clerk

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

_____
Danny Nunn, Director of Finance

APPROVED AS TO FORM:

_____
Robert P. Jagger, Deputy City Attorney

PERFORMANCE BOND

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

That we Trane U.S. Inc. DBA Trane, hereinafter called "Principal" and

_____

Surety

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

$7,954,518.00

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

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

Bid No: **25-092**

Bid Name: **PMJC HVAC REPLACEMENT**

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

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

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

(Performance Bond – Page 2)

IN WITNESS WHEREOF, this instrument is executed this the ____ day of _____, 20___.

_____
Principal

ATTEST:

By _____
Principal Secretary

By _____

Title _____

(SEAL)

_____
(Address)

By _____
(Witness as to Principal)

_____
(Address)

_____
Surety

ATTEST:

By _____
(Surety) Attorney-In-Fact

By _____
Attorney-In-Fact

(SEAL)

_____
(Address)

By _____
(Witness as to Surety)

_____
(Address)

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

PAYMENT BOND

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

That we Trane U.S. Inc. DBA Trane, hereinafter called "Principal" and

_____

Surety

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

$7,954,518.00

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

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

Bid No: **25-092**

Bid Name: **PMJC HVAC REPLACEMENT**

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

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

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

(Signature Page Follows)

(Payment Bond – Page 2)

IN WITNESS WHEREOF, this instrument is executed this the ____ day of _____, 20___.

_____
Principal

ATTEST:

By _____
Principal Secretary

By _____

Title _____

(SEAL)

_____
(Address)

By _____
(Witness as to Principal)

_____
(Address)

_____
Surety

ATTEST:

By _____
(Surety) Attorney-In-Fact

By _____
Attorney-In-Fact

(SEAL)

_____
(Address)

By _____
(Witness as to Surety)

_____
(Address)

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

NOTICE TO PROCEED

_____ __, 2025

«AWD_VEND»

«ADDRESS»

«CITY», «STATE» «Zip»

Bid No: **25-092**

Bid Name: **PMJC HVAC REPLACEMENT**

You are hereby authorized to proceed on _____, 2025, or within three (3) consecutive calendar days thereafter with construction of the above referenced project as set forth in the Contract Documents.

Sincerely,

Charles E. Roy, P.E.
Acting Director of Public Works

Attachment: Proposal from Trane

THIS ASSIGNMENT EVIDENCES AN OBLIGATION EXEMPTED OR ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER FEDERAL AND STATE OF COLORADO SECURITIES LAWS. UNDER NO CIRCUMSTANCES SHALL THIS ASSIGNMENT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED OR DISPOSED OF WITHOUT COMPLIANCE WITH THE REQUIREMENTS OF THE LEASE REFERRED TO HEREIN AND WITH ANY APPLICABLE STATE OR FEDERAL SECURITIES LAWS.

PURCHASE AND ASSIGNMENT AGREEMENT

Equipment Lease Purchase Agreement
(HVAC Replacement)
dated [_____, 2025]
Between the City of Pueblo, Colorado Municipal Building Corporation, a Colorado nonprofit corporation, as Lessor, and the City of Pueblo, a home rule municipality and political subdivision of the State of Colorado, as Lessee

Dated as of [_____, 2025]

This Purchase and Assignment Agreement (the "Assignment") is made as of the date stated above between _____ (the "Purchaser") and the "Seller" identified below:

Seller means: The City of Pueblo, Colorado Municipal Building Corporation, a Colorado non-profit corporation;

Lessee means: the City of Pueblo, a home rule municipality and political subdivision of the State of Colorado;

Lease means: Equipment Lease Purchase Agreement (HVAC Replacement), together with all exhibits, schedules, addenda and attachments thereto, dated as of [_____, 2025], a copy of which is attached hereto.

Section 1. Definitions

"*Conditional Title*" shall mean Seller's conditional title to the Equipment described in the Lease.

"*Equipment*" shall mean all of the property identified in the Lease, together with all parts, attachments, accessions and additions now or hereafter related thereto, and all substitutions and replacements thereof, wherever located.

"*Liens*" shall mean any liens, encumbrances, security interests and claims of any nature whatsoever.

"*Purchase Price*" means the amount specified in Section 18 hereof.

"*Related Documents*" shall mean any escrow agreement, guarantee, letter of credit, security agreement, credit enhancement or support agreement, insurance, indemnity, warranty or other agreement, executed in connection with or in any way related to the Lease or any Equipment.

"*Rental Payments*" shall mean all remaining rental payments which are described in Section 19 below and all other amounts payable by Lessee in connection with the Lease which are scheduled for payment by Lessee on or after the effective date of this Assignment.

Capitalized terms used herein and not otherwise defined shall have the same meanings, respectively, as provided in the Lease.

Section 2. Sale and Assignment; Grant of Security Interest in the Equipment.

2.1 Effective upon the date of Purchaser's payment of the Purchase Price (the "Effective Date"), Seller hereby sells, transfers and assigns to Purchaser and its successors and assigns without recourse (except as otherwise expressly provided herein) all of Seller's present and future right, title and interest in and to the Lease, the Rental Payments, the Related Documents and any proceeds of any of the foregoing, including, without limitation, any insurance proceeds and claims against third parties (collectively, the "Sold Property") to have and to hold for its and their own use and benefit forever.

2.2 The above assignment is an assignment of rights and benefits only under the Lease and the Related Documents, ***not*** an assignment or transfer of any obligations or liabilities of Seller under the Lease or any Related Documents. **SELLER AGREES THAT IT ALONE SHALL BE LIABLE FOR, AND SHALL FAITHFULLY AND PROMPTLY PERFORM, ALL OF ITS OBLIGATIONS UNDER THE LEASE, ANY RELATED DOCUMENTS AND UNDER ANY SERVICE OBLIGATIONS, WHETHER SUCH OBLIGATIONS ARISE BEFORE OR AFTER THE ACCEPTANCE DATE**. Seller shall comply with all of its warranty, maintenance, service, supply or other obligations, if any, relating to the Equipment ("Service Obligations"), including, without limitation such obligations included in the Lease or any Related Documents. Nothing herein shall relieve Seller from, or cause Purchaser to be liable for, the performance of any Service Obligations.

2.3 The above sale and assignment is intended to be an absolute and unconditional sale and is not intended as a loan by Purchaser to Seller. Accordingly, in the event of bankruptcy of Seller, the Sold Property shall not be part of Seller's estate. However, if the above sale and assignment is deemed to be a loan by Purchaser to Seller, then Seller shall be deemed to have granted to Purchaser, and hereby grants to Purchaser, a continuing first priority security interest in the Sold Property and all proceeds thereof as collateral security for all Secured Obligations (as defined in Section 2.4 below), and this Assignment shall be deemed a security agreement with respect to such loan.

2.4 Seller and Purchaser expressly acknowledge and agree that: (a) under the Lease, Seller has retained Conditional Title to the Equipment; and (b) the Sold Property that is sold and assigned by Seller to Purchaser does not include Conditional Title to or any other title to or ownership interest in the Equipment. As collateral security for the Secured Obligations (as defined below), Seller hereby grants to Purchaser a first priority security interest in any and all of the

Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Seller agrees to execute and deliver to Purchaser all necessary documents to evidence and perfect such security interest, including, without limitation, UCC financing statements and any amendments thereto. "Secured Obligations" means all of the following: (i) Lessee's obligations to pay all Rental Payments and all other amounts due and payable under the Lease; (ii) Lessee's obligation to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under the Lease; (iii) Seller's obligation to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Seller under this Assignment; and (iv) Purchaser's right to receive from Seller following a termination of the Lease pursuant to Section 4.03(a) or (c) of the Lease by Purchaser, only from the proceeds of the sale, disposition of, or the re-letting of the Equipment, an amount equal to the total unpaid principal component of Rental Payments under the Lease, and late payment charges or default interest, past due finance charges, moneys due to release liens of any kind whatsoever, taxes and any other charges authorized or required to be paid by Lessee that have not been paid, less any amounts received directly by Purchaser from such subsequent purchaser, assignee or sublessee.

Section 3. Seller's Representations. Seller represents to Purchaser that:

3.1 Seller has the power, authority and legal right to execute, deliver and perform this Assignment, the Lease and the Related Documents, none of which breach the provisions of Seller's Certificate or Articles of Incorporation or By-Laws or any material agreement by which Seller or its property is bound.

3.2 Except for the consent to assignment of Lessee (which has been duly executed and delivered by Lessee), no consent of any governmental body or any other party is required in connection with the execution, delivery and performance of this Assignment, the Lease or the Related Documents.

3.3 There is no legal action or proceeding before any court or governmental body pending against Seller or, to the best of Seller's knowledge, Lessee which involves in any way this Assignment or the Sold Property. The terms and conditions of this Assignment and, to the best of Seller's knowledge, the terms and conditions of the Lease and the Related Documents, do not violate any applicable state or federal law.

3.4 Good and marketable title to the Sold Property has been duly vested in Purchaser free and clear of any Liens other than the rights of Lessee under the Lease. Seller has not sold, assigned or transferred any of the Sold Property or any interest in the Sold Property to any party other than Purchaser.

3.5 The Equipment is free and clear of any Liens other than the Conditional Title and the security interest granted by Seller to Purchaser as set forth in Sections 2.3 and 2.4 above (the "Security Interests") and the rights of Lessee under the Lease.

3.6 Seller has delivered to Purchaser one of the signed originals of the Lease and the Related Documents.

3.7 The Lease, the Related Documents and this Assignment, together with all signatures appearing thereon, are genuine, are in full force and effect and are valid and legally binding agreements of Seller, Lessee and, if any, each guarantor, except as such enforceability may be affected by bankruptcy, insolvency or similar laws. No default has occurred under the Lease by either Seller or, to the best of Seller's knowledge, Lessee.

3.8 Seller shall provide Purchaser notice of the delivery and unconditional acceptance of the Equipment by Lessee. The Equipment shall comply with all warranties, all purchase orders or purchase contracts and all other specifications relating to the Equipment. Lessee does not have, and has not asserted, any right of offset, defense or counterclaim to any of its obligations under the Lease.

3.9 All statements, documents, information, representations and warranties made or furnished by Seller to Purchaser relating to the financial condition of Seller or Lessee or to this Assignment or the Sold Property are, when so furnished, in all material respects true, accurate and complete.

3.10 The Lease and the Related Documents which are delivered to Purchaser with this Assignment collectively constitute the entire agreement between Seller and Lessee as to the lease and/or sale of the Equipment.

Section 4. Covenants.

4.1 Seller agrees that it (a) shall not have any further or future interest in or rights to any of the Sold Property, (b) shall not have any right to amend, modify, compromise, release, terminate or permit prepayment of the Lease or any Related Documents without the prior written consent of the Registered Owner, (c) shall not have any right to upgrade any Equipment or to accept the return of any Equipment; and (d) shall not take any action which may impair the payment of Rental Payments or the validity or enforceability of the Lease or any Related Documents; provided, that Seller shall be entitled to collect and retain the Retained Payments. "Retained Payments" shall mean any rental payments or other payments paid or payable to Seller which are specifically identified in Section 17 below. Seller agrees that it shall not sell, assign, transfer or otherwise dispose of any of the Equipment or any interest therein to any party other than a sale to Lessee pursuant to the express terms and conditions of the Lease without the prior written consent of the Registered Owner and only so long as all proceeds of any such sale to Lessee are paid directly by Lessee to the Registered Owner of this Assignment.

4.2 If Seller receives any Rental Payments, then Seller shall receive such payments in trust for the Registered Owner and shall immediately deliver the same to the Registered Owner in the form received, duly endorsed by Seller for deposit by the Registered Owner.

4.3 At Seller's cost and expense, Seller shall execute and deliver to Purchaser such assignments, notices of assignment, UCC financing statements, assignments of financing statements and other documents, in form and substance satisfactory to Purchaser, and Seller shall take such other actions, as Purchaser may reasonably request from time to time to evidence, perfect, maintain and enforce Purchaser’s rights in the Sold Property or the Security Interest and/or to enforce or exercise Purchaser’s remedies under the Lease and any Related Documents.

Purchaser may, where permitted by law, file such UCC financing statements without Seller's signature.

4.4 Seller shall pay directly, and shall indemnify and hold Purchaser harmless on an after-tax basis from, all Taxes as are, or may become, due in connection with Seller's sale or assignment of the Sold Property or with Seller's acquisition of the Equipment. "Taxes" shall mean all taxes, governmental levies or assessments and other governmental charges of any nature whatsoever.

4.5 Seller shall defend the Purchaser's Interest in the Sold Property set forth in Section 2 hereof, the Security Interests granted to Purchaser and the representations, warranties and covenants set forth in Sections 3 and 4 hereof forever against all claims or demands.

4.6 Notwithstanding anything herein to the contrary, Seller and Purchaser do hereby agree that (i) Seller retains Conditional Title to the Equipment, (ii) Seller does hereby sell, transfer and assign the Sold Property to Purchaser, (iii) such Sold Property includes Seller's rights and benefits only under the Lease and the Related Documents, ***not*** any obligations or liabilities of Seller under the Lease or any Related Documents and (iv) Seller hereby grants to Purchaser a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof in accordance with the provisions of Section 2.4 hereof. Purchaser has received no additional interest in or rights to the Sold Property or the Equipment beyond the rights and interests described in this agreement and no such rights or benefits will be created in the future by virtue of this agreement without further action agreed upon by both Seller and Purchaser.

Section 5. Billing and Collection.

5.1 Purchaser and Seller agree that upon the signing of this Assignment, Seller shall ***not*** invoice the Lessee for any Rental Payments, Purchaser shall send invoices for Rental Payments directly to the Lessee and Purchaser will require Rental Payments to be made directly to Purchaser.

5.2 Seller hereby irrevocably constitutes and appoints Purchaser and any officer, employee or agent of Purchaser, with full power of substitution, as its true and lawful attorney- in-fact with full irrevocable power and authority in the name of Seller or Purchaser to collect, receive and endorse any checks and other instruments relating to any Rental Payments or any payments due from any party named in any Related Document and to exercise all rights and remedies under the Lease, including with respect to the sale and subleasing of the Equipment in the Event of Nonappropriation or Event of Default. This power of attorney is a power coupled with an interest and is irrevocable. The powers conferred on Purchaser under this paragraph are solely to protect Purchaser's interests in the Sold Property and the Equipment and shall not impose any obligation on Purchaser to exercise any such powers. Purchaser shall be accountable only for amounts it actually receives as a result of the exercise of such powers.

Section 6. Governing Law; Jurisdiction. This Assignment shall be deemed to have been made in and shall be governed by and interpreted in accordance with the laws of the State of Colorado. In connection with any litigation relating to this Assignment, Seller and Purchaser irrevocably consent to the jurisdiction of any federal or State court in Colorado.

Section 7. Late Charges. If any amount payable by Seller under this Assignment is not paid when due (whether at the stated maturity, by acceleration or otherwise), Seller shall pay Purchaser interest on such overdue amount calculated at the rate of 5% per annum, but in no event higher than that permitted by applicable law, until such overdue amount is paid in full.

Section 8. Assignment. Seller may not assign its rights or obligations hereunder to any other party. Purchaser may sell, assign or otherwise dispose of its rights to and/or interests in the Sold Property and the Security Interests, in whole but not in part, together with its other rights or obligations under this Assignment, in whole but not in part, at any time, provided that such assignment is made in compliance with the provisions of Section 12.01 of the Lease. Any prohibited assignment shall be null and void.

Section 9. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and assigns.

Section 10. Execution in Counterparts. This Assignment hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11. Severability. In the event any provision of this Assignment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12. Amendments, Changes and Modifications. This Assignment may be amended or modified only in writing signed by Seller and Purchaser.

Section 13. Litigation. If either party institutes a lawsuit arising out of this Assignment as against the other party, then the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any judgment or other relief.

Section 14. Waiver. Purchaser shall not be required to exercise any powers or to take any action to preserve, collect, enforce, defend or protect its rights in the Lease, the Rental Payments, the Security Interests, the Related Documents or the Equipment or to maintain, repair, protect, preserve or insure the Equipment. Purchaser may at any time agree to amend, modify, supplement, compromise, waive, release, cancel or terminate any term or condition of the Lease or the Related Documents except Section 12.01 of the Lease. Any actions taken by Purchaser under this Section shall be without notice, liability or accountability to Seller.

Section 15. Notices. All notices provided for in this Assignment shall be in writing and shall be effective five days after being sent by regular United States mail, postage prepaid, to Seller or Purchaser at their respective addresses set forth below or shall be effective when actually delivered to Seller or Purchaser if sent by overnight delivery service or other methods. Any changes in such addresses shall be by similar notice as provided for herein.

Section 16. Miscellaneous. The provisions of this Assignment shall not be modified, amended or waived, orally or by course of conduct, but only by written instrument referring hereto and executed by the parties hereto. All section headings of this Assignment are inserted for convenience only and shall not be deemed to constitute a part hereof. If any provision of this

Assignment is invalid or in contravention of any applicable law or regulation, such provision shall be severable without affecting the validity or enforceability of any other provisions of this Assignment. This Assignment shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective successors and permitted assigns. This Assignment constitutes the entire agreement between Seller and Purchaser as to the matters herein described.

Section 17. Purchase Conditions. Purchaser shall not be obligated to pay the Purchase Price unless all of the following conditions are satisfied in full to the satisfaction of Purchaser: (a) Seller has signed and delivered the Assignment and Purchaser has accepted it; (b) one (1) counterpart originals of the Lease and the Related Documents have been delivered to Purchaser with this Assignment; (c) Purchaser has received all requested Uniform Commercial Code financing statements, assignments, amendments, partial releases and/or terminations and all requested manufacturers' Certificates of Origin/Assignments of Title and Title Application Forms for any Equipment subject to Certificate of Title Laws; (d) Purchaser has received evidence of insurance coverage, and related certificates of insurance naming Purchaser loss payee and additional insured, as requested by Purchaser; (e) Lessee has signed and delivered directly to Purchaser a consent to assignment; (f) Purchaser has received such opinions, documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Purchaser may request; (g) Purchaser has received an opinion of Lessee's counsel and such other documents and information (including, without limitation, landlord or mortgagee waivers, resolutions, incumbency certificates, essential use certificates, escrow agreements and arbitrage certificates) previously identified by Purchaser or otherwise reasonably requested by Purchaser; (h) the Equipment shall have been delivered, installed and accepted in writing by Lessee; and (i) the Lease, all Related Documents, Lessee's consent to assignment, the opinion of Lessee's counsel, relating to validity of the Lease and the federal tax-exemption of the interest component of Rental Payments, and all other documents shall be satisfactory in form and substance to Purchaser. To the extent that it is not possible to satisfy any condition in this section because Seller has not yet completed the acquisition of the Equipment, Seller hereby covenants to complete such acquisition and as soon as practicable thereafter satisfy such outstanding condition.

Section 18. Purchase Price. $_____ payable to Seller on the Effective Date.

Section 19. Rent Due. Seller represents that, as of the Effective Date, the following information about the Lease is true and complete (and all payment information excludes taxes, if any):

Number of Rental Payments Remaining:
Amount of Each Rental Payment:

Total of Remaining Rental Payments:
Frequency of Rental Payment:
Next Rental Payment Due:

Section 20. Seller's Retained Payments. None.

[The next page is the signature page]

Section 21. Jury Waiver. **BOTH PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS ASSIGNMENT**.

BRANCH BANKING & TRUST COMPANY	**THE CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION**
By:_____	By:_____
Title:	Title: President
Address:	Address: c/o City of Pueblo One City Hall Place Pueblo, CO 81003

Acceptance Date: [_____, 2025]

EQUIPMENT LEASE PURCHASE AGREEMENT
(HVAC REPLACEMENT)

by and between

CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION,
as Lessor

and

THE CITY OF PUEBLO, COLORADO,
as Lessee

dated as of
_____, 2025

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EQUIPMENT LEASE PURCHASE AGREEMENT

THIS EQUIPMENT LEASE PURCHASE AGREEMENT (this "Lease"), entered into as of _____, 2025, by and between **THE CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION**, a Colorado nonprofit corporation (together with any assignee thereof collectively referred to herein as "Lessor") and **THE CITY OF PUEBLO, COLORADO** ("Lessee"), a home rule municipality and political subdivision duly organized and existing under the laws of the State of Colorado (the "State");

W I T N E S S E T H :

WHEREAS, Lessee desires to lease/purchase the certain equipment described in Exhibit B to this Lease (the "Equipment") pursuant to the terms of this Lease; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor the Equipment, subject to the terms and conditions of and for the purposes set forth in this Lease; and

WHEREAS, Lessor, simultaneously with the execution and delivery of this Lease, shall apply or cause to be applied by its assignee moneys sufficient to effect the purchase of the Equipment; provided, however, that, in order to effect the purchase of the Equipment, Lessor shall appoint Lessee its agent for the purpose of purchasing the Equipment on behalf of Lessor and transfer to Lessee moneys sufficient to purchase the Equipment to be leased hereunder; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Lease for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

COVENANTS OF LESSEE

Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows (capitalized words used herein and not otherwise defined shall have the meanings assigned to them in Article II of this Lease):

(a) Lessee is a home rule municipality and political subdivision duly organized and existing under the Constitution and laws of the State.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(c) Lessee is authorized under the Constitution and laws of the State to enter into this Lease, and the transaction contemplated hereby, and to perform all of its obligations hereunder.

(d) Lessee has been duly authorized to execute and deliver this Lease and the payment schedule attached hereto as Exhibit A, and further represents and warrants that it has taken all such action as necessary to make this Lease the valid and binding obligation of Lessee, enforceable according to its terms, and Lessee has complied with its usual and customary purchasing practices in connection with the acquisition by Lessor of the Equipment hereunder for use by Lessee.

(e) During the term of this Lease, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.

(f) During the period this Lease is in force, Lessee will annually provide, if requested by Lessor, current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Lease as may be reasonably requested by Lessor or its assignee. So long as the requested items are available publicly on a website, delivery of physical copies shall not be required.

(g) Each Unit of Equipment acquired under this Lease will have a useful life in the hands of Lessee that is in excess of the sum of the Original Term and all Renewal Terms specifically relating to it.

(h) The Equipment is, and during the period this Lease is in force shall remain, personal property of Lessor.

(i) The City has implemented and maintains in effect policies and procedures designed to ensure compliance by the City and its directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the City and its officers and employees and, to the knowledge of the City, its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the City or to the knowledge of the City, any of its directors, officers or employees, or (b) to the knowledge of the City, any agent of the City that will act in any capacity in connection with or benefit from the Site Lease or this Lease, is a Sanctioned Person. Neither this Lease, any borrowing hereunder, the use of proceeds or other transaction contemplated by this Lease will violate any Anti-Corruption Law or applicable Sanctions.

(j) The City will maintain in effect and enforce policies and procedures designed to ensure compliance by the City and its directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

(k) The City shall not use, and shall procure that its directors, officers, employees and agents shall not use, the proceeds of this Lease or the Equipment (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (B) for the purpose of funding, financing or facilitating any activities,

business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (C) in any manner that would result in the violation of any Sanctions applicable to any party hereto. Notwithstanding any provisions to contrary contained herein, any violation of this provision shall constitute an immediate Event of Default hereunder.

ARTICLE II

DEFINITIONS

The following terms will have meanings indicated below unless the context clearly requires otherwise:

"*Accrual Date*" means _____, 2025, the date upon which Lessor executed and delivered the Assignment in exchange for payment or reimbursement of the Acquisition Cost of the Equipment.

"*Acquisition Cost(s)*" means the total cost of preparation, execution and delivery of this Lease and acquisition, including payment of any delivery charges, and preparation of the Equipment for Lessee's use.

"*Anti-Corruption Laws*" means all laws, rules, and regulations of any jurisdiction applicable to the City from time to time concerning or relating to bribery or corruption.

"*Assignment*" means the Purchase and Assignment Agreement dated _____, 2025, pursuant to which Lessor is assigning its right, title and interest in this Lease to _____, the initial Registered Owner thereof.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Defeasance Securities*" means bills, certificates of indebtedness, notes, bonds or similar securities which are direct, non-callable obligations of the United States of America or which are fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, to the extent funds of Lessee may be invested in such investments under the laws of the State at the time of such investment.

"*Individual Payment Schedule*" means the payment schedule specifically allocated in Exhibit A hereto to an individual Unit of Equipment identified in Exhibit B hereto.

"*Interest Rate*" means _____%

"*Lease Term*" means, collectively, the Original Term and all Renewal Terms provided for in this Lease.

"*Original Term*" means the period from the date hereof through December 31, 2025.

"*Paying Agent*" means the Director of Finance of the City.

"*Purchase Price*" means the amount which Lessee may, in its discretion, pay to Lessor in order to purchase the Equipment.

"*Registered Owner*" means the registered owner of the Assignment, according to the records maintained by the Registrar. The initial Registered Owner is _____.

"*Registrar*" means the Director of Finance of the City.

"*Rental Payments*" means the rental payments payable by Lessee for each Unit of Equipment pursuant to the provisions of this Lease and any applicable Individual Payment Schedule during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the Lease Term. Rental Payments shall be payable by Lessee to Lessor (if there is no Assignment) or the Registered Owner of the Assignment, in the amounts and at the times during the Lease Term set forth in Exhibit A hereto.

"Restricted Account" means the City of Pueblo's Project Account CI2512 – PMJC HVAC Replacement, to be established by Lessee for the purpose of holding the deposit provided in Section 3.01 hereof, in accordance with this Lease.

"*Sanctions*" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State.

"*Sanctioned Country*" means, at any time, a country or territory which is itself the subject or target of any Sanctions (at the time of this Lease, Cuba, Iran, North Korea, Sudan and Syria).

"*Sanctioned Person*" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b).

"*Transfer Agent*" means the Director of Finance of the City.

"*Unit*" means, with respect to any item of equipment, a discrete item or group of items identified in the description attached hereto as Exhibit B.

"*Vendor*" means the manufacturer/contractor of any of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III

DEPOSIT OF MONEYS; ACQUISITION AND LEASE OF EQUIPMENT

Section 3.01. Deposit of Moneys; Transfers Upon Acceptance. Lessor and Lessee agree that Lessor or, in the event of assignment by Lessor, the Registered Owner of the

Assignment, as Lessor's assignee, shall apply or cause to be applied to the purchase of the Equipment the principal amount of $_____ less any Acquisition Costs paid at closing, which net amount is certified by Lessee to be sufficient to effect the same ; provided, however, that, in the event all or any portion of the Equipment is not yet available for purchase as of such date, Lessee shall establish the Restricted Account and deposit the Net Sale Proceeds therein. Funds in the Restricted Account shall be disbursed as provided in Sections 3.04 and 11.02 hereof.

Section 3.02. Lessee As Agent; Acquisition of the Equipment. To the extent that Lessor has not made arrangements directly with the Vendor of any Unit for the ordering, delivery or acceptance thereof by Lessor, Lessor hereby appoints Lessee as its agent solely for the purpose of acquiring the Equipment and Lessee hereby accepts such appointment. Lessee and Lessor will do all things necessary to effect the acquisition of the Equipment free and clear of any encumbrances and to subject the same to any security interests contemplated hereunder. Lessor shall not be responsible for the obligations of the Vendor, and a failure by the Vendor to perform shall not affect Lessee's obligation to make Rental Payments under this Lease. Lessee agrees that the Equipment will be acquired in accordance with the terms, conditions and specifications therefor on file with Lessor and in any event not later than 36 months from the date hereof.

Upon completion of acquisition of the Equipment satisfactory to Lessee and after authorization by Lessor, but in any event not later than 30 days following completion of such acquisition, Lessee shall deliver to Lessor, or Lessor shall obtain directly, all of the following in form and substance satisfactory to Lessor: (a) evidence of insurance with respect to the Equipment in compliance with Section 8.03 of this Lease; (b) Vendor invoice(s) relating to the Equipment and, if such invoice(s) has (have) been paid by Lessee, evidence of payment thereof; (c) the manufacturer's certificate of origin/assignment of title and title application form for equipment subject to applicable laws; and (d) any other documents or items reasonably required by Lessor to evidence its title to the Equipment and its grant of a security interest in the Equipment to the Registered Owner.

Section 3.03. Payment of Acquisition Costs. Payment to the Vendor(s) of the Acquisition Cost(s) of the Equipment shall be made by or at the direction of Lessor. In the event such moneys are insufficient to pay all Acquisition Costs, either Lessor or the Registered Owner shall advance additional funds as necessary to pay in full of the Acquisition Costs (provided, that any such advance by the Registered Owner shall be in its sole discretion) upon the execution and delivery of an appropriate amendment to Exhibit A hereto, or, at Lessee's option, Lessee shall pay the remaining Acquisition Costs from its own funds.

Section 3.04. Disbursements from Restricted Account. Funds in the Restricted Account shall be available to reimburse Lessee for the purchase of the Equipment upon satisfaction of the delivery, inspection and acceptance of the Equipment by Lessee, or in the event the Equipment has not yet been delivered to and accepted by Lessee at the time of reimbursement for purchase of such Equipment, delivery to Lessor of a payment and performance bond by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better in a sum equal to the entire amount to become payable under the related vendor agreement for the Equipment, naming Lessor as a co-obligee, and otherwise in form and substance acceptable to Lessee.

ARTICLE IV

LEASE TERM

Section 4.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment in accordance with the provisions of this Lease, to have and to hold for the Lease Term.

Section 4.02. Commencement of Lease Term. The Original Term of this Lease shall commence on the Accrual Date and shall terminate immediately following the last day of Lessee's then current fiscal year. The Lease Term will be subject to renewal at the end of the Original Term or any Renewal Term for an additional year (each a "Renewal Term"), upon the appropriation of funds for the ensuing fiscal year's Rental Payments, unless Lessee gives written notice to Lessor not less than 90 days prior to the end of the Original Term or Renewal Term then in effect, or such other notice as may be provided in Article VI hereof, of Lessee's intention to terminate this Lease at the end of the Original Term or Renewal Term, upon receipt by Lessor of any Rental Payments due for the then current year. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit A hereto.

Section 4.03. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term in the event of nonappropriation of funds pursuant to Section 6.06 hereof;

(b) the exercise by Lessee of the option to purchase the Equipment granted under the provisions of Article IX or XI hereof;

(c) a default by Lessee and Lessor's election to terminate this Lease under Article XIII; or

(d) the payment by Lessee of all Rental Payments, late payment charges, past due finance charges, moneys due to release liens of any kind whatsoever, taxes and any other charges authorized or required to be paid by Lessee hereunder.

This Lease will automatically terminate in whole upon the last day of the last Renewal Term upon payment of the amounts set forth in Section 4.03(d).

ARTICLE V

ENJOYMENT OF EQUIPMENT

Lessor hereby covenants to afford Lessee during the Lease Term the quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI

RENTAL PAYMENTS

Section 6.01. Rental Payments Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt, indebtedness or multiple fiscal year financial obligation of Lessee in contravention of any applicable constitutional or statutory limitation or requirement, nor shall anything herein constitute a pledge of the general tax revenues, funds or moneys of Lessee. Rental Payments shall be in consideration of Lessee's use of the Equipment during the year in which such payments are due.

Section 6.02. Payment of Rental Payments. The Paying Agent shall pay Rental Payments, exclusively from legally available moneys appropriated from Lessee's general fund and such other legally available funds as may be designated by Lessee in lawful money of the United States of America to Lessor or, in the event of assignment by Lessor, to the Registered Owner of the Assignment, as Lessor's assignee, in the amounts and no later than the dates set forth in Exhibit A; provided, that if Lessor or the Registered Owner, as the case may be, receives any Rental Payment later than 10 days from the scheduled due date, then Lessee shall also pay upon written demand as a late charge an amount equal to 5% of such overdue Rental Payment amount, limited, however, to the maximum amount allowed by law. Presentation and/or surrender of any document memorializing this transaction shall not be required.

Section 6.03. Interest and Principal Components. A portion of each Rental Payment payable hereunder is paid as, and represents payment of, interest, and the balance of the Rental Payment payable hereunder is paid as, and represents payment of, principal. Exhibit A hereto sets forth the interest component and the principal component of each Rental Payment during the Original Term and all Renewal Terms of the Lease. So long as an Event of Default has occurred and is continuing, at the written election of Lessor and/or its assignee to Lessee, as additional rentals, Lessee shall pay additional interest component during said Event of Default in the amount equal to 200 basis points (2%) of the outstanding principal component of Rentals Payments.

Section 6.04. Rental Payments To Be Unconditional. The obligations of Lessee to make the Rental Payments required under this Article VI and other sections of this Lease, and to perform and observe the covenants and obligations contained herein, shall be absolute and unconditional in all events, except as expressly provided in this Lease. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, Lessee shall make all Rental Payments when due and shall not withhold any Rental Payments, nor shall Lessee assert any right of withholding, setoff or counterclaim against its obligation to make such payments required under this Lease. Lessee's obligation to make Rental Payments during the Original Term or any Renewal Term shall not be abated through accident or unforeseen circumstances.

Section 6.05. Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of Section 6.06 below, to continue the lease of the Equipment through the Original Term and all Renewal Terms and to make the Rental Payments as the same shall become due hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms will be on hand or available for appropriation. The officer of the Lessee responsible for preparation of the annual budget shall include in the proposed budget in each year funds for the payment of Rental Payments hereunder, provided that the decision to appropriate such amounts shall remain within the sole discretion of Lessee's City Council.

Section 6.06. Nonappropriation. In the event sufficient funds are not appropriated for the Rental Payments required to be paid in the next occurring Renewal Term (an "Event of Nonappropriation"), then Lessee may terminate this Lease in whole, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Lease beyond the then current Original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original or Renewal Term, but failure to provide such notice shall not operate to extend the then current Original or Renewal Term or result in any liability to Lessee. If this Lease is terminated under the provisions of this Section 6.06, Lessee agrees peaceably to deliver the Equipment to Lessor at the location or locations specified by Lessor. To the extent lawful, Lessee agrees that if funds are appropriated to make Rental Payments for a succeeding fiscal year, it will not terminate this Lease during such fiscal year. Following an Event of Nonappropriation, if Lessee shall continue in possession of the Equipment after the termination hereof, Lessor shall have the right to recover the fair rental value thereof for such time as Lessee shall continue in possession. Fair rental value for this purpose shall be calculated by prorating the Rental Payments which would have come due had this Lease not been so terminated.

ARTICLE VII

TITLE TO EQUIPMENT; SECURITY INTEREST

During the term of this Lease, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessor, subject to the interest and rights of Lessee hereunder and to encumbrances created or suffered to exist by Lessor, including, without limitation, liens granted by Lessor upon the Equipment as security for payments due to the Registered Owner of the Assignment. Whether the Acquisition Cost is funded by Lessor's assignee rather than Lessor itself, through the sale of the Assignment, or by Lessor's sale of the Assignment to the Registered Owner after such Acquisition Cost is paid by Lessor, Lessor may encumber its title to the Equipment to secure such Registered Owner.

ARTICLE VIII

MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of Equipment by Lessee. Lessee agrees at all times during the Lease Term, at Lessee's own cost and expense, to cause maintenance to be performed in such a way so as to make all necessary and proper repairs, replacements and renewals of such

component parts as may from time-to-time be required and to maintain, preserve and keep the Equipment in good repair, working order and condition. To the extent of the provisions of this Lease and except as may otherwise be agreed to, neither Lessor nor any of its assignees shall have responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

Section 8.02. Taxes, Other Governmental Charges and Utility Charges. The parties to this Lease contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to (i) the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment or (ii) the Rental Payments; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee may elect to pay only such installments as have accrued during the time this Lease is in effect.

Section 8.03. Provisions Regarding Insurance. At its own expense Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided based upon actuarially sound insurance criteria as are consistent with generally accepted insurance industry standards with respect to the Equipment, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events and in such amount as is reasonably acceptable to Lessor or the Registered Owner, as the case may be, and which name Lessor and/or its assignee as additional named insured and as a Lender Loss Payee thereunder. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Lease. Lessee shall furnish to Lessor and/or its assignee certificates evidencing such coverage throughout the Lease Term. Any insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor or the Registered Owner.

Lessee shall notify Lessor within five business days of any event of damage to or destruction of the Equipment.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment but in no event less than the applicable Purchase Price.

Any insurance policy maintained pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof.

In the event that Lessee has received a notice of cancellation or modification that is material and adverse to the interests of Lessor, Lessee shall immediately furnish to Lessor and/or its assignee a new insurance policy or certificate evidencing such policy replacing the cancelled

or modified policy and effective on or before the effective date of such cancellation or modification.

Section 8.04. Advances. In the event Lessee shall fail to maintain the full insurance coverage required by this Lease or shall fail to keep the Equipment in good repair and operating condition, Lessor or the Registered Owner of the Assignment may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same or may cause to be made such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by Lessor or the Registered Owner of the Assignment shall become additional rent for the then current Original Term or Renewal Term, which amounts Lessee agrees to pay.

Section 8.05. Tax Covenants. The following covenants are made for the benefit of the Registered Owner(s) of the Assignment. Lessee will not make or direct any use of the proceeds of the obligation provided herein or any other funds of Lessee which will cause such obligation to be an "arbitrage bond" within the meaning of Section 148 of the Code, to be "federally guaranteed" within the meaning of Section 149 of the Code, or to be a "private activity bond" within the meaning of Section 141(a) of the Code. To that end, so long as any Rental Payments are unpaid, Lessee, with respect to such proceeds and such other funds, will comply with all requirements of such Code sections and all regulations of the United States Department of the Treasury issued thereunder to the extent that such requirements are, at the time, applicable and in effect. Furthermore, to the extent applicable pursuant to Section 148(f) of the Code, Lessee covenants to complete or cause to be completed all reporting requirements and remit all required arbitrage rebate payments to the United States of America. Lessee covenants that the Equipment will be used only for the purpose of performing one or more governmental or proprietary functions of Lessee, and the Equipment will not be used in a trade or business of any person or entity other than Lessee on a basis different from the general public. Lessee will not use or permit the use of the Equipment by any person for a "private business use" within the meaning of Section 141(b) of the Code in such manner or to such extent as would result in the inclusion of the interest component of Rental Payments received hereunder in gross income for federal income tax purposes under Section 103 of the Code.

Lessor and Lessee shall at all times do and perform all acts and things permitted by law which are necessary or desirable in order to assure that the interest component of the Rental Payments will not be included in the gross income of Lessor for federal income tax purposes.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided herein, if prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty; or (b) title to, or the temporary use of, the Equipment or any Unit or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor (or the Registered Owner, if

applicable) will cause the Net Proceeds (as defined below) of any insurance claim or condemnation award to be applied to the prompt repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or its assignee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

Section 9.02. Insufficiency of Net Proceeds. Subject to Lessee's right to terminate this Lease under Section 6.06 hereof, if the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete the repair or replacement of damaged property and pay any costs in excess of the amount of Net Proceeds or (b) pay to Lessor the amount of the applicable Purchase Price, applying Net Proceeds to such payment.

ARTICLE X

DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 10.01. Disclaimer of Warranties. AS BETWEEN LESSOR AND LESSEE, DELIVERY OF EQUIPMENT TO LESSEE AND ACCEPTANCE OF THE SAME BY LESSEE SHALL CONSTITUTE LESSEE'S ACKNOWLEDGEMENT THAT THE EQUIPMENT IS IN GOOD ORDER AND CONDITION AND IS OF THE MANUFACTURE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSEE IS SATISFIED THAT THE SAME IS SUITABLE FOR ITS PURPOSE, AND THAT NEITHER LESSOR NOR ANY ASSIGNEE OF LESSOR MAKES ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, ITS VALUE, DESIGN, CAPACITY, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR INTENDED USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO, AND LESSOR AND ITS ASSIGNEES HEREBY DISCLAIM ALL SUCH REPRESENTATIONS AND WARRANTIES. IN NO EVENT SHALL ANY ASSIGNEE OF LESSOR BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM OR PRODUCTS OR SERVICES PROVIDED FOR IN THIS LEASE.

Section 10.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time-to-time whatever claims and rights, including warranty claims with respect to the Equipment, which Lessor may have against any Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor or any assignee, if any, of Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor or its

assignee with respect to this Lease, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that no assignee of Lessor makes, or has made, any representation or warranties whatsoever as to the existence or availability of such warranties of any Vendor of the Equipment.

Section 10.03. Use of the Equipment. Lessee will not use, operate or maintain the Equipment or cause the Equipment to be used, operated or maintained improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Lease. Lessee shall provide or cause to be provided all permits and licenses, if any, necessary for the operation of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Lease.

Lessee shall notify Lessor within five business days if Lessee has actual knowledge of the assertion or filing of any claim or litigation arising in connection with the Equipment or the use thereof.

ARTICLE XI

PREPAYMENT

Section 11.01. Optional Prepayment. Lessee is hereby granted the option to purchase the Equipment on any date, upon 30 days' advance written notice to Lessor and to the Registered Owner of the Assignment, if this Lease has been assigned by Lessor, all but not less than all of its obligations under this Lease in accordance with the terms of this Article XI. Upon payment of the Purchase Price, at the request of Lessee, Lessor's or the Registered Owner's security interest in the Equipment will be terminated, this Lease shall terminate in whole, the Equipment so purchased shall be the sole and separate property of Lessee, and Lessor, or the Registered Owner if there is an Assignment, shall deliver such bills of sale, releases, assignments or other instruments as reasonably requested by Lessee to evidence Lessee's title to such Equipment, free and clear of liens and encumbrances created by Lessor and/or it assigns:

(a) at the end of the Lease Term, upon payment in full of Rental Payments due hereunder, plus all past due charges and other amounts hereunder then due and owing, if any; or

(b) if the Lease Term is terminated pursuant to Article IX of this Lease, in the event of total damage, destruction or condemnation of the Equipment and, if Lessee is not on such date in default under this Lease, upon payment of the then applicable Purchase Price to Lessor plus accrued interest on the then applicable Purchase Price at the Interest Rate thereon to the date of settlement thereof plus all past due charges and other amounts hereunder then due and owing, if any, subject to Lessee's right to terminate this Lease under Section 6.06 hereof.

Nothing herein shall prevent Lessee from depositing cash or Defeasance Securities in trust for the timely payment of such Rental Payments in accordance with the provisions of this Lease.

Section 11.02. Mandatory Prepayment from Excess Restricted Account Proceeds. Upon termination of the Restricted Account at the conclusion of the acquisition of the Equipment, any funds remaining in the Restricted Account shall be transferred by Lessee to Lessor and applied by Lessor on each successive Rental Payment Date thereafter to pay all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months, and any remaining amounts thereafter shall be applied by Lessor as prepayment to the applicable unpaid Principal Portion of Rental Payments owing under this Lease in the inverse order of the Rental Payment Dates.

ARTICLE XII

ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING

Section 12.01. Assignment. This Lease, and Lessor's right to receive payments hereunder, may be assigned and reassigned in whole but not in part to one or more assignees or subassignees by Lessor at any time at or subsequent to the execution hereof, and Lessee expressly consents to such assignment; provided, however, that no such assignment or reassignment shall be effective against Lessee and Lessee shall not be required to recognize any purported assignment or transfer or make payment to anyone other than Lessor unless and until (a) Lessee shall have received notice of the assignment or reassignment, disclosing the name and address of the assignee or subassignee; (b) such assignment shall be effective only upon the entry of the name of the assignee or subassignee as Registered Owner upon the registration books of Lessee maintained by the Registrar and only by means of the transfer, on the records of the Registrar and Transfer Agent, of a written Assignment in substantially the form set forth in Exhibit C hereto; (c) such Assignment and any subsequent transfer of such Assignment shall be made or transferred only to (i) a "qualified institutional buyer" as defined in Rule 144A promulgated by the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended, or (ii) an "Accredited Investor" as defined in Regulation D under the Securities Act of 1933, as amended; and (d) in the event that such Assignment or any subsequent transfer is made to a bank or trust company as trustee for holders of certificates or other instruments representing interests in this Lease, or rights to receive amounts hereunder, such bank or trust company agrees to maintain, or cause to be maintained on behalf of and as agent for Lessee, a book-entry system by which a record of the names and addresses of such holders as of any particular time is kept and agrees, upon request of Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment and evidence satisfactory to the Registrar and Transfer Agent of compliance with such conditions to transfer, the Registrar shall reflect in a book entry the assignee designated in such notice of assignment, and the Paying Agent shall thereafter make all payments to the Registered Owner designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time-to-time have against Lessor, or any assignee. Lessor agrees to execute all documents, including notices of assignment and chattel mortgages or

financing statements as may be reasonably requested by such permitted assignees or subassignees to protect their interests in the Equipment and in this Lease.

Section 12.02. No Sale, Assignment or Subleasing by Lessee. This Lease and the interest of Lessee in the Equipment may not be sold, assigned, subleased or encumbered by Lessee without the prior written consent of Lessor, which consent may be withheld in the total discretion of Lessor or its assignee taking into account, among other things, the treatment for federal income tax purposes of the interest component of the Rental Payments.+

Section 12.03. Audited Financial Statements. The City shall provide its audited financial statements to the Registered Owner annually within 270 days after the close of the City's Fiscal Year, but in no event prior to their acceptance by the City Council, in an electronic format which may include, but is not limited to a PDF document posted on the City's official website at: https://www.pueblo.us. Also, during the Lease Term, the City covenants and agrees to provide to the Registered Owner any additional information that the Registered Owner may reasonably request from time to time. The City shall provide within 60 days after the commencement of a Fiscal Year, a copy of the City's final annual budget for such Fiscal Year in an electronic format which may include, but is not limited to a PDF document posted on the City's official website at: https://www.pueblo.us/.

Section 12.04. Release and Indemnification Covenants. Except for the intentional or negligent acts of Lessor or any of its employees or agents thereof arising out of (a) entering into this Lease; and/or (b) any liability, obligation, loss, claim or damage arising out of or in connection with any misstatement of a material fact or failure to make a statement of material fact by Lessor or any assignee thereof (other than a misstatement by Lessee) in connection with any offer, sale or other transfer of this Lease or any interest herein, to the extent permitted by the laws and Constitution of the State, Lessee shall, to the extent permitted by law, protect, hold harmless and indemnify Lessor from and against any and all liability, obligations, losses, claims and damages, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Lease in connection with the ownership or intended ownership, delivery, rejection, storage or return of any item of Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of Equipment resulting in damage to property or injury to or death to any person. To the extent permitted by law, Lessee's obligation to protect, hold harmless and indemnify Lessor under this Section 12.04 shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of the Lease Term for any reason.

ARTICLE XIII

EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default Defined. The following shall be "events of default" under this Lease and the terms "event of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) failure by Lessee to observe and perform any covenant, condition or Lease on its part to be observed or performed, other than as referred to in Section 13.01(a) or 13.01(c), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action deemed appropriate by Lessor in its sole discretion, is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) failure by Lessee to maintain insurance on the Equipment in accordance with Section 8.03 hereof;

(d) a determination by Lessor that any representation or warranty of Lessee was materially false or misleading when made; and

(e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter.

The foregoing provisions of this Section 13.01 are subject to (a) the provisions of Section 6.06; and (b) if by reason of force majeure Lessee is unable in whole or in part to carry out its Lease on its part herein contained, other than the obligations on the part of Lessee contained in Article VI and Section 8.03 hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies, orders or restraints of any kind of the government of the United States of America or of the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

Section 13.02. Remedies on Default. Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing, Lessor or, if the rights of Lessor have been assigned as permitted hereby, the Registered Owner of the Assignment shall have the right, at its sole option and without further demand or notice, to take one or any combination of the following remedial steps:

(a) with or without terminating this Lease, (i) enter upon the location and retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, holding Lessee liable for the rents and other amounts payable by Lessee hereunder to the end of the Original Term or the then current Renewal Term; or (ii) require Lessee to assemble, pack, return and pay the costs of returning the Equipment,

within 10 days, to a location specified by Lessor and sell, lease or sublease the Equipment for the account of Lessee, holding Lessee liable for the rents and other amounts payable by Lessee hereunder to the end of the Original Term or the then current Renewal Term; and

(b) require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently past due under this Lease and all remaining Rental Payments due under this Lease for which Lessee has appropriated funds when the default had occurred, provided, however, that, upon such payment by Lessee, Lessor or, if the rights of Lessor have been assigned as permitted hereby, the Registered Owner of the Assignment, shall refrain from taking the remedial steps described in (a) above until the end of the then-current Renewal Term; and

(c) require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred as a result (directly or indirectly) of the default and/or of Lessor's actions under this Section 13.02, including, without limitation, any reasonable attorney fees and expenses and any reasonable costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment; and

(d) take whatever action at law or in equity may appear necessary or desirable to enforce its rights as Lessor of the Equipment.

Section 13.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive, and every such remedy shall be cumulative and in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. Any repossession or subsequent sale or lease by Lessor or the Registered Owner of any item of Equipment shall not bar an action against Lessee for a deficiency, except that Lessee shall not be liable in any event for Rental Payments in excess of the amount appropriated by it and the other amounts expressly permitted by Section 6.06 hereof, and the bringing of any action against or the entry of judgment against Lessee shall not bar the right of Lessor or the Registered Owner to repossess any or all of the Equipment. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time-to-time and as often as may be deemed expedient.

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Notices. All notices, assignments, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the following addresses, provided that either party may provide a new address by notice to the other:

If to Lessee: City of Pueblo, Colorado
One City Hall Plaza
Pueblo, Colorado 81003

If to Lessor: City of Pueblo, Colorado Municipal Building Corporation
c/o City of Pueblo
One City Hall Plaza
Pueblo, Colorado 81003

If to the initial Registered
Owner of the Assignment:
Attention:

Section 14.02. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and permitted assigns, including the Registered Owner.

Section 14.03. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, and the invalid or unenforceable provision shall be reformed and revised to be enforceable to the full extent permissible under the laws of the State.

Section 14.04. Amendments. The terms of this Lease shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by Lessor and Lessee, nor shall any such amendment that affects the rights of the Registered Owner be effective without such Registered Owner's consent.

Section 14.05. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.06. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Colorado.

Section 14.07. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

Section 14.08. Entire Agreement. This Lease constitutes the entire agreement between Lessor and Lessee as to the matters herein described. No waiver, consent, modification or change of terms of this Lease shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no agreements, understandings, obligations, representations or warranties, express or implied, not specified herein regarding this Lease or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Lease which are in addition to or inconsistent with the terms and conditions of this Lease will not be binding on Lessor and will not apply to this Lease. Lessee by the signature below of its authorized representative acknowledges that it has read this Lease, understands it, and agrees to be bound by its terms and conditions.

Section 14.09. Waiver of Jury Trial. LESSEE, LESSOR AND THE REGISTERED OWNER EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS LEASE.

Section 14.10. No Rating, CUSIP Number or Securities Depository. This Lease has not and is not expected to be, rated by a nationally recognized organization which regularly rates such obligations, assigned a CUSIP number or registered with or made eligible for registration with any securities depository, including but not limited to the Depository Trust Company, New York, New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Lessor has executed this Lease in its corporate name and Lessee has caused this Lease to be executed in its corporate name and attested by its duly authorized officer, all as of the date herein first mentioned.

CITY OF PUEBLO, COLORADO
MUNICIPAL BUILDING CORPORATION

By _____
President

CITY OF PUEBLO, COLORADO

By _____
Mayor

Attest

_____
City Clerk

EXHIBIT A

TOTAL RENTAL PAYMENTS

Date	Principal Component	Interest Component[1]	Total	Purchase Price/ Lease Balance

[1] The Interest Component is calculated at the Interest Rate of ____% (calculated based on a 360-day year of twelve 30-day months).

EXHIBIT B

DESCRIPTION OF EQUIPMENT

Type of Equipment	VIN, Serial Number or Other Identification	Original Acquisition Cost [1]

[1] Includes allocable portion of costs of execution and delivery of the Lease.

EXHIBIT C

FORM OF ASSIGNMENT

[Please see Tab 2]