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

MONDAY, SEPTEMBER 8, 2025
7:00 PM

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

A. CALL TO ORDER President Mark Aliff

B. INVOCATION Pastor Tony Amaya, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "Creek Week 2025" - Susan Finzel: Pueblo Outreach Coordinator - Fountain Creek Watershed District & Meghan Wilbar: Administrative Assistant - Fountain Creek Watershed District

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 25, 2025, as distributed.

J1 City Council Minutes for August 25, 2525

K. CONSENT AGENDA

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

L. COMMUNICATIONS

L1 Minutes of the Planning and Zoning Commission regular meeting for 7/9/2025

M. RESOLUTIONS

M1 A Resolution transferring funds in the amount of $151,127.65 from HUAN01 Street Resurfacing to Account Project HU2507; and awarding a construction contract in the amount of $131,127.65 to Doug Vaughn, LLC., for Project No. 25-075, Concrete Improvements - St. Clair Avenue Phase 1 (Pueblo Blvd to Alpine Ave), setting forth $20,000 for contingencies, and authorizing the Purchasing Agent to execute same

M2 A Resolution transferring funds in the amount of $42,002.90 from HUAN01 Street Resurfacing to Account Project HU2508; and awarding a construction contract in the amount of $36,002.90 to Balance Concrete, LLC., for Project No. 25-078, Concrete Improvements - West 3rd Street and Court Street, setting forth $6,000 for contingencies, and authorizing the Purchasing Agent to execute same

M3 A Resolution authorizing the issuance of Revocable Permit (REV-25-22) to the Pueblo's Legacy and Community Experience (P.L.A.C.E) for the use of the public right-of-way along 7th Street between Monument Avenue and Lacrosse Avenue for the purpose of hosting the community block party event

M4 A Resolution authorizing the issuance of a Revocable Permit (REV-25-23) to American Legion Post #2 for the closure of the 700 block of West 9th Street between West Street and Craig Street to host their car/bike show on September 13, 2025, from 11:00 a.m. to 8:00 p.m.

M5 A Resolution authorizing the issuance of a Revocable Permit (REV-25-25) to Colorado State University - Pueblo for the use of Troy Avenue between Alamosa Drive and Rawlings Boulevard; Rawlings Boulevard from Troy Avenue to Bartley Boulevard; Desert Flower Boulevard from Bartley Boulevard to Walking Stick Boulevard; Walking Stick Boulevard from Bartley Boulevard to Fowler Drive for the purpose of hosting a 5K Walk, Run or Roll event

M6 A Resolution confirming the appointment by the Mayor of Nicole Cera Cano and Jimmy Duffner to serve a four-year term expiring September 30, 2029, on the Pueblo Homeless Commission in the Members of the Public position

M7 A Resolution confirming the appointment by the Mayor of Sal Katz, Jr. and Angela Glasoe to serve a two-year term expiring September 30, 2027, on the Pueblo Homeless Commission in the Community Business Leaders position

M8 A Resolution ratifying the joint appointment of Ronnie Wiley, Kewanna Binder, Jimmy Duffner, John Colon, and Dennis Chappell to the Community Services Advisory Commission (CSAC)

M9 A Resolution appointing the City Clerk as the Designated Election Official for the Regular Municipal Election to be held on November 4, 2025, and Ratifying the City Clerk's certification of the content of the ballot for said election

M10 A Resolution approving a Settlement Agreement and Release of Claims between the City of Pueblo, a Colorado Municipal Corporation, and Dylan Carter, related to settlement of United States District Court of Colorado Action no. 25-CV-01343-SKC-CYC

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance approving an intergovernmental agreement between the City of Pueblo, a Colorado Municipal Corporation, and Huerfano County relating to mutual aid in the provisions of fire protection and other emergency services, and authorizing the Mayor to execute the same

N2 An Ordinance approving, and accepting, a Multimodal Transportation and Mitigation Option Funds grant award, and applicable conditions pertaining thereto, between the City of Pueblo, a Colorado Municipal Corporation, the Pueblo Area Council of Governments, and Colorado Department of Transportation establishing project no. BC2501, budgeting and appropriating $90,000.00, and authorizing the Mayor to execute same

N3 An Ordinance approving the Pueblo Crossings Filing No.4 Subdivison

N4 An Ordinance amending zoning restrictions to rezone 6201 and 6205 Sawyer Ridge Drive, Lots 1-2, Block 4, Sawyer Ridge Subdivision, from R-2, Single Family Residential Zone District to R-2U, Single Family Zone District

N5 An Ordinance amending section twenty-three of chapter four of Title XVII of the Pueblo Municipal Code relating to accessory buildings and structures

N6 An Ordinance amending the Fiscal Year 2025 Staffing Ordinance by temporarily adding one (1) Purchasing Director position within the Purchasing Department for training purposes

N7 An Ordinance approving and enacting the Collective Bargaining Agreement between the City of Pueblo and the Pueblo Association of Government Employees commencing January 1, 2026 and authorizing the Mayor to execute same

N8 An Ordinance amending Chapter 4 of Title XIV of the Pueblo Municipal Code relating to and establishing criteria, standards, rules and regulations for the appropriation and expenditure of funds in the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund, as may be lawfully extended

N9 An Ordinance approving Supplemental Agreement No. 1 to FAA Contract no. DTFAWN-13-L- 00023 between the City of Pueblo, a Colorado Municipal Corporation, and United States of America (Government), and authorizing the Mayor to execute same

N10 An Ordinance approving and authorizing the Mayor to sign a Subdivision Participation and Release form with respect to the National Opioids Settlement reached with Alvogen, Amneal, Apoxtex, Hikma, Indivior, Mylan, Sun, and Zydus opioid manufacturers, collectively the "Secondary Manufacturers Settlements."

O. APPROVAL OF CONSENT AGENDA

I move to receive and file the minutes of the Planning and Zoning Commission, approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for September 22, 2025, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 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

Q2 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Servicios de La Raza at 805 W. 4th Street in the amount of $1,000 to sponsor their program Joven Noble

Q3 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Pueblo County Historical Society in the amount of $1,000 to

sponsor Living History: Clay Jenkinson as Roosevelt & Oppenheimer at 7:00 PM at the Sangre de Cristo Arts & Conference Center on Thursday, October 23, and Friday, October 24, 2025

Q4 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Garcia Foundation, DBA Garcia Futures Project, in the amount of $750 to sponsor The PLACE at 3:30 PM on the 1300 Block of East 7th Street on Tuesday, September 16, 2025

Q5 A Resolution in support of issuing a Request for Qualifications to solicit responses from groups or individuals interested in providing marketing activities for the promotion of the city in relation to tourism, investment, relocation and improved social conversation

Q6 A Resolution in support of issuing a Request for Qualifications to solicit responses from groups or individuals interested in providing economic development activities for the benefit of the City and its citizens

R. ORDINANCES – FINAL PRESENTATION

R1 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 - *Introduced August 25, 2025 by Councilor Regina Maestri*

R2 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 - *Introduced August 25, 2025 by Councilor Regina Maestri*

R3 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*

R4 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 - *Introduced August 25, 2025 by Councilor Regina Maestri*

R5 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 - *Introduced August 25, 2025 by Councilor Regina Maestri*

R6 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 - *Introduced August 25, 2025 by Councilor Regina Maestri*

R7 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 - *Introduced August 25, 2025 by Councilor Regina Maestri*

R8 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 - *Introduced August 25, 2025 by Councilor Regina Maestri*

S. EMERGENCY ORDINANCES

S1 An Emergency Ordinance approving and accepting Airport Improvement Program (AIP) Grant Agreement No. 3-08-0046-052-2025 from the United States of America acting through the Federal Aviation Administration for funds in the amount of $2,492,390 for costs related to the Construct Hangar and Rehabilitate Taxilane (Phase II Construction) project at the Pueblo Memorial Airport, budgeting and appropriating said funds to Project No. AP1804 – South T-Hangar #1, and authorizing the Mayor to execute same

T. ADJOURN

Proclamation

"Creek Week 2025"

September 27 – October 5, 2025

WHEREAS: The City and County of Pueblo is fortunate to have extensive and diverse natural resources, such as forests, grasslands, riparian areas, lakes, creeks, and a wide variety of open spaces; and

WHEREAS: The Fountain Creek watershed, including Fountain Creek, related wetlands, existing trails and recreational facilities, is a unique and valuable resource and asset to the residents and visitors to Pueblo and southern Colorado; and

WHEREAS: The Fountain Creek Watershed District is partnering with the City of Pueblo, Pueblo County, and the neighboring communities of Fountain, Colorado Springs, El Paso County, Manitou Springs, Monument, Palmer Lake and Green Mountain Falls, along with numerous organizations and businesses to coordinate the 12th Annual "Creek Week" cleanup, which will encourage the protection, restoration and maintenance of the Fountain Creek watershed; and

WHEREAS: This 9-day litter clean-up effort kicks off in Pueblo at Runyon Lake on September 27th and runs through October 5th, 2025, all around the watershed; and

WHEREAS: We, the elected governing bodies, want to support "Creek Week" programs and activities designed to raise awareness about the littering issue within our watershed, and ask residents to volunteer to make Fountain Creek and the watershed cleaner and safer; and

WHEREAS: We acknowledge that litter removal activities such as "Creek Week" will reduce pollution in our creeks and clogs in our waterways, provide for a safer drinking water supply, enhance wildlife habitat, and maintain property values; and

WHEREAS: We encourage Pueblo businesses, churches, schools, non-profits, neighborhood associations, youth groups, service clubs and families to form a " Creek Crew" to clean up a designated site along Fountain Creek.

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 the week of September 27 – October 5, 2025, as "12th Annual Creek Week" in the City and County of Pueblo and ask everyone to get involved and support this worthwhile endeavor.

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 8th day of September 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

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

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: None.

Council Members Absent: None.

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

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

- Eleonora Bartoli - Historic Preservation
- Dave DeCenzo - PEDCO Efficiency
- Valerie Harrington - Squatters & Abandoned Properties
- Ken Danti - Energy
- Jackie Seybold - City Manager
- Nick Gradisar - City Manager

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Boston, seconded by Councilor Flores, moved to move item M1 to the regular agenda, to postpone item S10 to the October 14, 2025 agenda, and to approve the agenda as amended.

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

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES 081125

Councilor Boston, seconded by Councilor Gomez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **August 11, 2025** as distributed.

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

K. CONSENT AGENDA

L. COMMUNICATIONS

M. RESOLUTIONS

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

This Resolution was assigned as **16091**.

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

This Resolution was assigned as **16092**.

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

This Resolution was assigned as **16093**.

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

This Resolution was assigned as **16094**.

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

This Resolution was assigned as **16095**.

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

This Resolution was assigned as **16096**.

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

This Resolution was assigned as **16097**.

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

This Resolution was assigned as **16098**.

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

This Resolution was assigned as **16099**.

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

This Resolution was assigned as **16100**.

M12 A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A LEGAL SERVICES AGREEMENT WITH KAPLAN KIRSCH LLP

This Resolution was assigned as **16101**.

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

Councilor Maestri, seconded by Councilor Gomez, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for September 8, 2025, and Order the Ordinances to be published BY TITLE.

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

P. REGULAR AGENDA

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

This item was moved to the regular agenda.

A staff report and detailed review of the Resolution was given by Kirk Patrick, Stormwater Director.

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

Councilor Flores, seconded by Councilor Gomez, moved to postpone this item to September 8, 2025, meeting agenda.

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

Q. RESOLUTIONS

Q1 A RESOLUTION 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

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

- Eleonora Bartoli appeared in person to speak in favor of this resolution
- George Koncilja appeared in person to speak in favor of this resolution
- Bret Verna appeared in person to speak in favor of this resolution
- Elvis Martinez appeared via zoom to speak in favor of this resolution

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

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

This Resolution was assigned as **16102**.

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

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

- Elvis Martinez appeared via zoom to speak in favor of this ordinance

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

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

This Resolution was assigned as **16103**.

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

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

- Elvis Martinez appeared via zoom to speak in favor of this resolution

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

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

This Resolution was assigned as **16104**.

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

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

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

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

This Resolution was assigned as **16105**.

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

A staff report and detailed review of the Ordinance was given by Beritt Odom, Director of Planning & Community Development.

PUBLIC HEARING:

- Nick Gradisar appeared in person to speak in favor of this ordinance
- Brett Verna appeared in person to speak in favor of this ordinance
- Dave DeCenzo appeared in person to speak in favor of this ordinance
- Sheryl Spinozzi appeared in person to speak in favor of this ordinance
- Brett Cozzolino appeared in person to speak against this ordinance

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

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

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

This Ordinance was assigned as **11022.**

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

A staff report and detailed review of the Ordinance was given by Mayor Heather Graham.

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

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

This Ordinance was assigned as **11010.**

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

A staff report and detailed review of the Ordinance was given by Kirk Patrick, Director of Stormwater.

PUBLIC HEARING:

- Roger Melvin appeared in person to speak against this ordinance
- Alejandro Quintana appeared in person to speak against this ordinance
- Jim Spray appeared in person to speak against this ordinance
- Brett Verna appeared in person to speak against this ordinance

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

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

Councilor Flores, seconded by Councilor Gomez, moved to postpone this item to the September 8, 2025, regular City Council meeting agenda.

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

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

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

PUBLIC HEARING:

- Brian Caruso appeared in person to speak in favor of this ordinance

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

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

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

This Ordinance was assigned as **11023.**

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

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11024.**

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

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11025.**

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

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11026.**

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

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

PUBLIC HEARING:

- Alice Grimm appeared in person to speak in favor of this ordinance
- Jimmy Quintana appeared in person to speak in favor of this ordinance
- Tammy Martinez appeared in person to speak in favor of this ordinance
- Dave DeCenzo appeared in person to speak in favor of this ordinance
- Elvis Martinez appeared via zoom to speak in favor of this ordinance

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

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

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

This Ordinance was assigned as **11027.**

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

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11028.**

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

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11029.**

S10 AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE DILLON DRIVE URBAN RENEWAL PLAN

This item was postponed to the October 14, 2025, Regular City Council meeting agenda.

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

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

PUBLIC HEARING:

- Elvis Martinez appeared via zoom to speak in favor of this ordinance
- Dave DeCenzo appeared in person to speak in favor of this ordinance

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

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

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

This Ordinance was assigned as **11030.**

U. ADJOURN

President Aliff adjourned the meeting at 11:21 p.m.

Respectfully submitted,

Marisa Stoller
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, July 9, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent: None

Staff Members Present: Laura Portis, Assistant City Attorney, Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner, Mikaylin Hackly, Planner, Hannah Prinzi Planner, Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey moved to approve the agenda, seconded by Boston.

Motion Passed: 7-0

Public Meeting:

1. MSP-25-02 Master Sign Plan, Pueblo Crossings Shopping Center: A Master Sign Plan to allow for a multitenant off-premises pole sign to serve tenants of the Pueblo Crossings Shopping Center located to the northwest of the intersection of N Elizabeth St. and Wills Blvd. Staff Report by Mikaylin Hackley, Planner.

Commission Action: Bailey moved to recommend approval of the Master Sign Plan, for approval, seconded by Boston.

Motion Passed: 7-0

2. URP-25-01 Dillon Drive Urban Renewal Plan: Staff report by Beritt Odom, Principal Planner.

Applicant Jerry Pacheco spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved approve the URP, seconded by Avalos.

Motion Passed: 7-0

Public Hearing:

1. Z-25-12 Rezone, a rezoning of 711 and 715 Veta Ave., approximately 12,500 sq. ft. from R-3, One and Two-Family Residential, to RCN, Residential Charter Neighborhood to facilitate a Rearrangement of Property Boundaries. Staff Report by Beritt Odom, Principal Planner.

Hearing: Applicant Gary Amela was sworn in and spoke in support of the application. No one spoke in opposition

Commission Action: Bailey moved to recommend the rezoning application be forwarded to City Council for approval, second by Spinuzzi

Motion Passed: 7-0

2. S-25-04 Subdivision, Pueblo Crossings Fil. 4: A re-subdivision of approx. 12 acres of land known as the Pueblo Crossings Shopping Center located to the northwest of the intersection of N Elizabeth St. and Wills Blvd. Staff Report by Mikaylin Hackley, Planner.

Hearing: Applicant Jay Fisher was sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the subdivision application meet 2 staff conditions prior to forwarding to City Council for approval, second by Boston.

Motion Passed: 7-0

3. Z-25-14 Rezone: A rezoning of approx. 0.75 acres of land known as parcel #1504425007 located between Regency Blvd and Pueblo Blvd Way from Sub-Regional Business (B-2) Zone District to Multiple-Residential and Office (R-5) Zone District. Staff Report by Mikaylin Hackley, Planner.

Hearing: Applicant Brian Robinson was sworn in and spoke in support on the application. Being sworn in and speaking in opposition were Leslie Shepard, John Rivas Jr. and Pataricia Rivas.

Commission Action: Bailey moved to recommend the rezoning application be forwarded to City Council for approval, seconded by Boston.

Motion Passed: 6-1 (Avalos)

Mike Castellucci recused himself at 4:48 pm.

4. HARP-25-01 Site Plan Review: of a proposed 1,530 sq. ft. roof to cover an existing rooftop deck in a Historic Arkansas Riverwalk of Pueblo (HARP-2) Zone District located at 120 Riverwalk Place. Staff Report by Hannah Prinzi, Planner.

Hearing: Applicant Marty Garcia and Gary Anzuini were sworn in and spoke in favor of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend approval of the application seconded by Boston.

Motion Passed: 6-0

Approval of Minutes: Bailey moved to approve minutes from June 11, 2025, Planning and Zoning Commission meeting, seconded by Boston.

Motion Passed: 6-0

Old/New Business: Board continued the commissioner appointment to ZBA until the September 10, 2025, meeting.

Adjourn at 4:58 PM

Respectfully submitted,

Mike Castellucci
Chairperson

for Scott Hobson
Scott Hobson
Executive Secretary

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 8, 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 $151,127.65 FROM HUAN01 STREET RESURFACING TO ACCOUNT PROJECT HU2507; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $131,127.65 TO DOUG VAUGHN, LLC., FOR PROJECT NO. 25-075, CONCRETE IMPROVEMENTS - ST. CLAIR AVENUE PHASE 1 (PUEBLO BLVD TO ALPINE AVE), SETTING FORTH $20,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Doug Vaughn, LLC., for Project No. 25-075 Concrete Improvements - St. Clair Avenue Phase 1 (Pueblo Blvd to Alpine Ave).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of the removal and replacement of concrete sidewalk, curb and gutter, ADA curb ramps on St. Clair Ave. between Pueblo Blvd. and Alpine Ave. This Resolution awards the Construction Contract to Doug Vaughn, LLC. It also transfers project funds from Account Project HUAN01 - Street Resurfacing into said account.

FINANCIAL IMPLICATIONS:

Funds in the amount of $151,127.65 will be transferred from Account Project HUAN01, Street Resurfacing into Account Project HU2507 - Concrete Imp - St Clair Ph 1.

Funding in the amount of $131,127.65 plus $20,000.00 for contingencies shall be paid from HU2507.

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. 25-075 Bid Summary

RESOLUTION NO.16106

A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $151,127.65 FROM HUAN01 STREET RESURFACING TO ACCOUNT PROJECT HU2507; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $131,127.65 TO DOUG VAUGHN, LLC., FOR PROJECT NO. 25-075, CONCRETE IMPROVEMENTS - ST. CLAIR AVENUE PHASE 1 (PUEBLO BLVD TO ALPINE AVE), SETTING FORTH $20,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 25-075 Concrete Improvements - St. Clair Avenue Phase 1 (Pueblo Blvd to Alpine Ave) have been received and examined; and,

WHEREAS, the proposal of Doug Vaughn, LLC., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 25-075 Concrete Improvements - St. Clair Avenue Phase 1 (Pueblo Blvd to Alpine Ave) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of $151,127.65 are hereby transferred from Account Project HUAN01 Street Resurfacing to Account Project HU2507 Concrete Imp - St Clair Ph 1.

SECTION 2.

The City Council authorizes Project No. 25-075 Concrete Improvements - St. Clair Avenue Phase 1 (Pueblo Blvd to Alpine Ave) to be performed, and the contract for said project is hereby awarded to Doug Vaughn, LLC., in the amount of $131,127.65.

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…….$20,000.00

SECTION 5.

Funds for Project No. 25-075, in the amount of $151,127.65 ($131,127.65 + $20,000.00 for contingencies and additional work), shall be from Account Project HU2507, Concrete Imp - St Clair Ph 1.

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: September 8, 2025

BY: Brett Boston
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. 25-075 (HUAN01)

Concrete Improvements - St. Clair Avenue Phase 1 (Pueblo Blvd to Alpine Ave)

RESPONSE DEADLINE: August 27, 2025 at 10:30 am
Report Generated: Wednesday, August 27, 2025

VENDOR TOTALS

Vendor	Total
Doug Vaughn, LLC	$131,127.65
Balance Concrete LLC	$134,275.90
Lg Contractors	$141,958.20
Wicked Outlaw Construction	$144,177.00
Cedar Ridge Landscape, Inc	$153,897.50
Integral Consulting Services, Inc	$255,815.73
Finsterwald Landscaping and Irrigation	$269,244.09
Baha Construction, Inc.	$294,735.50

BASE BID (Table 1 of 2)

BASE BID					Baha Construction, Inc.		Balance Concrete LLC		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC		Finsterwald Landscaping and Irrigation	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Curb & Gutter	754	LF	$7.50	$5,655.00	$5.60	$4,222.40	$8.00	$6,032.00	$4.75	$3,581.50	$13.80	$10,405.20
X	2	Remove Concrete	2514	SF	$6.50	$16,341.00	$1.75	$4,399.50	$1.50	$3,771.00	$2.35	$5,907.90	$3.78	$9,502.92
X	3	Remove Curb Head	33	LF	$15.00	$495.00	$4.45	$146.85	$6.00	$198.00	$4.75	$156.75	$13.96	$460.68
X	4	Remove Asphalt	1623	SF	$6.50	$10,549.50	$2.00	$3,246.00	$1.75	$2,840.25	$2.00	$3,246.00	$3.78	$6,134.94
X	5	Construct Curb Head	1005	LF	$27.00	$27,135.00	$18.25	$18,341.25	$18.00	$18,090.00	$19.00	$19,095.00	$39.09	$39,285.45
X	6	Construct Curb & Gutter	754	LF	$49.00	$36,946.00	$29.00	$21,866.00	$38.00	$28,652.00	$28.00	$21,112.00	$52.12	$39,298.48
X	7	Construct 4-inch Concrete	4494	SF	$14.00	$62,916.00	$7.70	$34,603.80	$8.25	$37,075.50	$6.45	$28,986.30	$10.73	$48,220.62
X	8	Construct 6-inch Concrete	1841	SF	$18.00	$33,138.00	$8.80	$16,200.80	$11.75	$21,631.75	$7.20	$13,255.20	$11.44	$21,061.04
X	9	Construct Asphalt Road Patch	1623	SF	$20.00	$32,460.00	$9.10	$14,769.30	$9.00	$14,607.00	$9.00	$14,607.00	$11.00	$17,853.00
X	10	Reset Sign	8	EA	$250.00	$2,000.00	$80.00	$640.00	$50.00	$400.00	$100.00	$800.00	$250.00	$2,000.00

BASE BID					Baha Construction, Inc.		Balance Concrete LLC		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC		Finsterwald Landscaping and Irrigation	
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	Install 24"x30" Tactile Band	48	EA	$450.00	$21,600.00	$255.00	$12,240.00	$175.00	$8,400.00	$160.00	$7,680.00	$274.62	$13,181.76
X	12	Class 6 Base Material (Place and Compact)	20	TON	$150.00	$3,000.00	$55.00	$1,100.00	$55.00	$1,100.00	$45.00	$900.00	$117.00	$2,340.00
X	13	Erosion and Sediment Control	1	LS	$4,500.00	$4,500.00	$100.00	$100.00	$700.00	$700.00	$300.00	$300.00	$12,000.00	$12,000.00
X	14	Traffic Control	1	LS	$17,000.00	$17,000.00	$2,000.00	$2,000.00	$4,500.00	$4,500.00	$6,500.00	$6,500.00	$22,500.00	$22,500.00
X	15	Mobilization	1	LS	$21,000.00	$21,000.00	$400.00	$400.00	$5,900.00	$5,900.00	$5,000.00	$5,000.00	$25,000.00	$25,000.00
Total						$294,735.50		$134,275.90		$153,897.50		$131,127.65		$269,244.09

BASE BID (Table 2 of 2)

BASE BID					Integral Consulting Services, Inc		Lg Contractors		Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Curb & Gutter	754	LF	$13.04	$9,832.16	$3.75	$2,827.50	$4.00	$3,016.00
X	2	Remove Concrete	2514	SF	$5.13	$12,896.82	$2.75	$6,913.50	$3.00	$7,542.00
X	3	Remove Curb Head	33	LF	$8.97	$296.01	$2.90	$95.70	$3.00	$99.00
X	4	Remove Asphalt	1623	SF	$3.80	$6,167.40	$3.00	$4,869.00	$3.00	$4,869.00
X	5	Construct Curb Head	1005	LF	$21.95	$22,059.75	$18.00	$18,090.00	$14.00	$14,070.00
X	6	Construct Curb & Gutter	754	LF	$46.17	$34,812.18	$30.00	$22,620.00	$30.00	$22,620.00
X	7	Construct 4-inch Concrete	4494	SF	$12.44	$55,905.36	$5.00	$22,470.00	$5.00	$22,470.00
X	8	Construct 6-inch Concrete	1841	SF	$15.66	$28,830.06	$9.50	$17,489.50	$9.00	$16,569.00
X	9	Construct Asphalt Road Patch	1623	SF	$13.61	$22,089.03	$11.00	$17,853.00	$14.00	$22,722.00
X	10	Reset Sign	8	EA	$348.32	$2,786.56	$85.00	$680.00	$200.00	$1,600.00
X	11	Install 24"x30" Tactile Band	48	EA	$449.80	$21,590.40	$325.00	$15,600.00	$200.00	$9,600.00
X	12	Class 6 Base Material (Place and Compact)	20	TON	$127.50	$2,550.00	$35.00	$700.00	$50.00	$1,000.00

BASE BID					Integral Consulting Services, Inc		Lg Contractors		Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	13	Erosion and Sediment Control	1	LS	$4,000.00	$4,000.00	$1,000.00	$1,000.00	$5,000.00	$5,000.00
X	14	Traffic Control	1	LS	$10,000.00	$10,000.00	$5,750.00	$5,750.00	$12,000.00	$12,000.00
X	15	Mobilization	1	LS	$22,000.00	$22,000.00	$5,000.00	$5,000.00	$1,000.00	$1,000.00
Total						$255,815.73		$141,958.20		$144,177.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Baha Construction, Inc.	Balance Concrete LLC	Cedar Ridge Landscape, Inc	Doug Vaughn, LLC	Finsterwald Landscaping and Irrigation	Integral Consulting Services, Inc	Lg Contractors	Wicked Outlaw Construction
BID GUARANTEE	Pass	Pass	Pass	Pass	Fail	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS								
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
CERTIFICATIONS								
CERTIFICATION STATEMENT	Pass	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	No Response

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 8, 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 $42,002.90 FROM HUAN01 STREET RESURFACING TO ACCOUNT PROJECT HU2508; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $36,002.90 TO BALANCE CONCRETE, LLC., FOR PROJECT NO. 25-078, CONCRETE IMPROVEMENTS - WEST 3RD STREET AND COURT STREET, SETTING FORTH $6,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Balance Concrete, LLC., for Project No. 25-078 Concrete Improvements - West 3rd Street and Court Street.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of the removal and replacement of concrete sidewalk, curb and gutter, tree removal and other incidental items located on West 3rd Street and Court Street. This Resolution awards the Construction Contract to Balance Concrete, LLC. It also transfers project funds from Account Project HUAN01 - Street Resurfacing into said account.

FINANCIAL IMPLICATIONS:

Funds in the amount of $42,002.90 will be transferred from Account Project HUAN01, Street Resurfacing into Account Project HU2508 - Concrete Imp - W 3rd & Court.

Funding in the amount of $36,002.90 plus $6,000.00 for contingencies shall be paid from HU2508.

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

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. 25-078 Bid Summary

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

RESOLUTION NO. 16107

A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $42,002.90 FROM HUAN01 STREET RESURFACING TO ACCOUNT PROJECT HU2508; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $36,002.90 TO BALANCE CONCRETE, LLC., FOR PROJECT NO. 25-078, CONCRETE IMPROVEMENTS - WEST 3RD STREET AND COURT STREET, SETTING FORTH $6,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for 25-078 Concrete Improvements - West 3rd Street and Court Street have been received and examined; and,

WHEREAS, the proposal of Balance Concrete, LLC., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 25-078 Concrete Improvements - West 3rd and Court Street to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of $42,002.90 are hereby transferred from Account Project HUAN01 Street Resurfacing to Account Project HU2508 Concrete Imp - W 3rd & Court.

SECTION 2.

The City Council authorizes Project No. 25-078 Concrete Improvements - West 3rd Street and Court Street to be performed, and the contract for said project is hereby awarded to Balance Concrete, LLC., in the amount of $36,002.90.

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……$6,000.00

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

SECTION 5.

Funds for Project No. 25-078, in the amount of $42,002.90 ($36,002.90 + $6,000.00 for contingencies and additional work), shall be from Account Project HU2508, Concrete Imp - W 3rd & Court.

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: September 8, 2025

BY: Brett Boston
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. 25-078 (HUAN01)

Concrete Improvements - West 3rd Street and Court Street

RESPONSE DEADLINE: August 27, 2025 at 11:00 am
Report Generated: Wednesday, August 27, 2025

VENDOR TOTALS

Vendor	Total
Balance Concrete LLC	$36,002.90
Lg Contractors	$36,371.75
Doug Vaughn, LLC	$38,506.50
Cornejo Materials	$39,352.66
Cedar Ridge Landscape, Inc	$40,496.75
Wicked Outlaw Construction	$51,589.00
Baha Construction, Inc.	$61,836.00
Finsterwald Landscaping and Irrigation	$85,282.36

BASE BID (Table 1 of 2)

BASE BID					Baha Construction, Inc.		Balance Concrete LLC		Cedar Ridge Landscape, Inc		Cornejo Materials		Doug Vaughn, 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	Remove Asphalt	370	S.F.	$5.00	$1,850.00	$2.00	$740.00	$1.50	$555.00	$2.10	$777.00	$2.00	$740.00
X	2	Remove Curb and Gutter	143	L.F.	$6.00	$858.00	$5.60	$800.80	$7.00	$1,001.00	$4.00	$572.00	$5.00	$715.00
X	3	Remove Concrete	2444	S.F.	$4.00	$9,776.00	$1.75	$4,277.00	$1.50	$3,666.00	$3.00	$7,332.00	$2.50	$6,110.00
X	4	Remove Curb Head	20	L.F.	$15.00	$300.00	$4.45	$89.00	$6.00	$120.00	$3.00	$60.00	$4.00	$80.00
X	5	Remove Tree and Stump (12-inch Diameter)	1	EA.	$500.00	$500.00	$105.00	$105.00	$500.00	$500.00	$300.00	$300.00	$900.00	$900.00
X	6	Construct Curb Head	20	L.F.	$25.00	$500.00	$18.25	$365.00	$18.00	$360.00	$11.00	$220.00	$20.00	$400.00
X	7	Construct Curb and Gutter	143	L.F.	$45.00	$6,435.00	$29.00	$4,147.00	$38.00	$5,434.00	$43.50	$6,220.50	$28.00	$4,004.00
X	8	Construct 4-inch Concrete	1434	S.F.	$12.00	$17,208.00	$7.70	$11,041.80	$7.75	$11,113.50	$6.40	$9,177.60	$6.50	$9,321.00
X	9	Construct 6-inch Concrete	819	S.F.	$14.00	$11,466.00	$8.80	$7,207.20	$11.75	$9,623.25	$7.90	$6,470.10	$7.50	$6,142.50

BASE BID					Baha Construction, Inc.		Balance Concrete LLC		Cedar Ridge Landscape, Inc		Cornejo Materials		Doug Vaughn, 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	10	Construct Asphalt Roadway Patch	561	S.F.	$13.00	$7,293.00	$9.10	$5,105.10	$9.00	$5,049.00	$6.86	$3,848.46	$9.00	$5,049.00
X	11	Class 6 Base Material (Place and Compact)	5	TON	$150.00	$750.00	$55.00	$275.00	$55.00	$275.00	$35.00	$175.00	$45.00	$225.00
X	12	Erosion and Sediment Control	1	L.S.	$300.00	$300.00	$100.00	$100.00	$300.00	$300.00	$700.00	$700.00	$300.00	$300.00
X	13	Traffic Control	1	L.S.	$500.00	$500.00	$1,400.00	$1,400.00	$1,000.00	$1,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
X	14	Mobilization	1	L.S.	$4,100.00	$4,100.00	$350.00	$350.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$2,520.00	$2,520.00
Total						$61,836.00		$36,002.90		$40,496.75		$39,352.66		$38,506.50

BASE BID (Table 2 of 2)

BASE BID					Finsterwald Landscaping and Irrigation		Lg Contractors		Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Asphalt	370	S.F.	$3.78	$1,398.60	$3.00	$1,110.00	$3.00	$1,110.00
X	2	Remove Curb and Gutter	143	L.F.	$13.96	$1,996.28	$3.75	$536.25	$4.00	$572.00
X	3	Remove Concrete	2444	S.F.	$3.78	$9,238.32	$2.75	$6,721.00	$3.00	$7,332.00
X	4	Remove Curb Head	20	L.F.	$13.96	$279.20	$2.90	$58.00	$33.00	$660.00
X	5	Remove Tree and Stump (12-inch Diameter)	1	EA.	$1,851.00	$1,851.00	$500.00	$500.00	$200.00	$200.00
X	6	Construct Curb Head	20	L.F.	$52.12	$1,042.40	$18.00	$360.00	$14.00	$280.00
X	7	Construct Curb and Gutter	143	L.F.	$52.12	$7,453.16	$30.00	$4,290.00	$30.00	$4,290.00
X	8	Construct 4-inch Concrete	1434	S.F.	$10.73	$15,386.82	$5.00	$7,170.00	$5.00	$7,170.00
X	9	Construct 6-inch Concrete	819	S.F.	$11.44	$9,369.36	$9.50	$7,780.50	$9.00	$7,371.00
X	10	Construct Asphalt Roadway Patch	561	S.F.	$11.02	$6,182.22	$11.00	$6,171.00	$14.00	$7,854.00
X	11	Class 6 Base Material (Place and Compact)	5	TON	$117.00	$585.00	$35.00	$175.00	$50.00	$250.00

BASE BID					Finsterwald Landscaping and Irrigation		Lg Contractors		Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	12	Erosion and Sediment Control	1	L.S.	$8,000.00	$8,000.00	$500.00	$500.00	$2,500.00	$2,500.00
X	13	Traffic Control	1	L.S.	$15,000.00	$15,000.00	$500.00	$500.00	$11,000.00	$11,000.00
X	14	Mobilization	1	L.S.	$7,500.00	$7,500.00	$500.00	$500.00	$1,000.00	$1,000.00
Total						$85,282.36		$36,371.75		$51,589.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Baha Construction, Inc.	Balance Concrete LLC	Cedar Ridge Landscape, Inc	Cornejo Materials	Doug Vaughn, LLC	Finsterwald Landscaping and Irrigation	Lg Contractors	Wicked Outlaw Construction
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass	Fail	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS								
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
CERTIFICATIONS								
CERTIFICATION STATEMENT	Pass	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	No Response

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 8, 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 REVOCABLE PERMIT (REV-25-22) TO THE PUEBLO'S LEGACY AND COMMUNITY EXPERIENCE (P.L.A.C.E) FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG 7TH STREET BETWEEN MONUMENT AVENUE AND LACROSSE AVENUE FOR THE PURPOSE OF HOSTING THE COMMUNITY BLOCK PARTY EVENT

SUMMARY:

Attached is a resolution authorizing the issuance of a Revocable Permit (REV-25-22) to the P.L.A.C.E for the use of the public right-of-way along 7th Street between Monument Avenue and Lacrosse Avenue for the purpose of hosting the community block party event.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The committee of Pueblo's Legacy and Community Experience (P.L.A.C.E.) has submitted a Revocable Permit (REV-25-22) for the use of the public right-of-way along 7th Street between Monument Avenue and Lacrosse Avenue for the purpose of hosting the community block party event on Tuesday, September 16, 2025, 4:00 pm - 7:00 pm.

According to the application letter, this is the 2nd on Pueblo's Eastside, and they are planning a fun filled event full of community fellowship, food and entertainment to the community. Their mission is "To invigorate the pride and love for the Eastside and celebrate the beauty of its community." This event will be a great resource for families to get in touch with community resources, businesses and other great organizations that are all dedicated to the Pueblo Eastside community.

They have worked with the Lucero Library, Risley Middle School and Pueblo Community Health Center and they are all supportive of this event. They have permission from St. Leander Church for

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

overflow parking. Four port-o-lets and 2 handwashing stations as well as 12 trash totes will be supplied. Street closure services will be provided by Work Zone.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from hosting the community block party event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

RESOLUTION NO. 16108

A RESOLUTION AUTHORIZING THE ISSUANCE OF REVOCABLE PERMIT (REV-25-22) TO THE PUEBLO'S LEGACY AND COMMUNITY EXPERIENCE (P.L.A.C.E) FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG 7TH STREET BETWEEN MONUMENT AVENUE AND LACROSSE AVENUE FOR THE PURPOSE OF HOSTING THE COMMUNITY BLOCK PARTY EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-22) to the Pueblo's Legacy and Community Experience (P.L.A.C.E.) for the use of the public right-of-way along 7th Street between Monument Avenue and Lacrosse Avenue for the purpose of hosting the community block party event on Tuesday, September 16, 2025, from 4:00 pm - 7:00 pm.

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: September 8, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: 7C02EBDEFC3D43C...
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: **The P.L.A.C.E. 635 W. Corona Ste 100, Pueblo CO 81004 (719)564-0055**
2. Permitted Area: **7th Street between Monument Avenue and Lacrosse Avenue**
3. Purpose of Revocable Permit: **Street closure to facilitate a community block party event**
4. Commencement Date: **September 16, 2025** Time: **2:30 p.m.**
5. Ending Date: **September 16, 2025** Time: **8:00 p.m.**

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 26th day of August, 20 25.

PERMITTEE:

Organization or Individual: The PLACE

By: Jeanette Garcia

Title: Chairperson

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 26th day of August, 2025 by Jeanette Garcia as Chairperson.

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: F05C368F-04B9-4631-A048-7CFF14229E17

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 8, 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-25-23) TO AMERICAN LEGION POST #2 FOR THE CLOSURE OF THE 700 BLOCK OF WEST 9TH STREET BETWEEN WEST STREET AND CRAIG STREET TO HOST THEIR CAR/BIKE SHOW ON SEPTEMBER 13, 2025, FROM 11:00 A.M. TO 8:00 P.M.

SUMMARY:

Attached is a Revocable Permit (REV-25-23) submitted by the American Legion Post #2 for the closure of the 700 block of West 9th Street between West Street and Craig Street to host their car/bike show on September 13, 2025, from 11:00 a.m. to 8:00 p.m.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant has submitted a Revocable Permit application (REV-25-23) requesting the closure of the 700 block of West 9th Street between West Street and Craig Street to host their car/bike show on September 13, 2025, from 11:00 a.m. to 8:00 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from using the streets listed above.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 25-23

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

RESOLUTION NO.16109

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-23) TO AMERICAN LEGION POST #2 FOR THE CLOSURE OF THE 700 BLOCK OF WEST 9TH STREET BETWEEN WEST STREET AND CRAIG STREET TO HOST THEIR CAR/BIKE SHOW ON SEPTEMBER 13, 2025, FROM 11:00 A.M. TO 8:00 P.M.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-23) is authorized to be issued to American Legion Post #2 for the closure of the 700 block of West 9th Street between West Street and Craig Street to host their car/bike show on September 13, 2025, from 11:00 a.m. to 8:00 p.m.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 8, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

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: **American Legion Post 2 701 W. 9th St. 719-544-8245 701 W, 9th St. Pueblo, CO 81003**
2. Permitted Area: **The 700 block of W. 9th, between West Street and Craig Street.**
3. Purpose of Revocable Permit: **To host a car/bike show.**
4. Commencement Date: **September 13, 2025** Time: **11AM**
5. Ending Date: **September 13, 2025** Time: **8PM**

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 21 day of AUGUST, 2025.

PERMITTEE:
Organization or Individual: AMERICAN LEGION Post 2
By: VICKI ARAGON Vicki Aragon
Title: OFFICE MANAGER

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 22nd day of August, 2025 by Vicki Aragon as Office Manager.

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: F05C368F-04B9-4631-A048-7CFF14229E17

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 8, 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-25-25) TO COLORADO STATE UNIVERSITY - PUEBLO FOR THE USE OF TROY AVENUE BETWEEN ALAMOSA DRIVE AND RAWLINGS BOULEVARD; RAWLINGS BOULEVARD FROM TROY AVENUE TO BARTLEY BOULEVARD; DESERT FLOWER BOULEVARD FROM BARTLEY BOULEVARD TO WALKING STICK BOULEVARD; WALKING STICK BOULEVARD FROM BARTLEY BOULEVARD TO FOWLER DRIVE FOR THE PURPOSE OF HOSTING A 5K WALK, RUN OR ROLL EVENT

SUMMARY:

Attached is a Revocable Permit submitted by Colorado State University - Pueblo

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Colorado State University - Pueblo has submitted a Revocable Permit (REV-25-25) for the use of Troy Avenue between Alamosa Drive and Rawlings Boulevard; Rawlings Boulevard from Troy Avenue to Bartley Boulevard; Desert Flower Boulevard from Bartley Boulevard to Walking Stick Boulevard; Walking Stick Boulevard from Bartley Boulevard to Fowler Drive for the purpose of hosting a 5K Walk, Run or Roll event on September 13, 2025, from 8:00 a.m. to 11:00 a.m.

FINANCIAL IMPLICATIONS:

None.

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the 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 - 25-25

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

RESOLUTION NO. 16110

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-25) TO COLORADO STATE UNIVERSITY - PUEBLO FOR THE USE OF TROY AVENUE BETWEEN ALAMOSA DRIVE AND RAWLINGS BOULEVARD; RAWLINGS BOULEVARD FROM TROY AVENUE TO BARTLEY BOULEVARD; DESERT FLOWER BOULEVARD FROM BARTLEY BOULEVARD TO WALKING STICK BOULEVARD; WALKING STICK BOULEVARD FROM BARTLEY BOULEVARD TO FOWLER DRIVE FOR THE PURPOSE OF HOSTING A 5K WALK, RUN OR ROLL EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-25) is authorized to be issued to Colorado State University - Pueblo for the use of Troy Avenue between Alamosa Drive and Rawlings Boulevard; Rawlings Boulevard from Troy Avenue to Bartley Boulevard; Desert Flower Boulevard from Bartley Boulevard to Walking Stick Boulevard; Walking Stick Boulevard from Bartley Boulevard to Fowler Drive for the purpose of hosting a 5K Walk, Run or Roll event on September 13th 2025, from 8:00 a.m. to 11:00 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.

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: September 8, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

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: **Colorado State University Pueblo 2200 Bonforte Boulevard 719-549-2100**
2. Permitted Area: **Troy Avenue between Alamosa Drive and Rawlings Boulevard; Rawlings Boulevard from Troy Avenue to Bartley Boulevard; Desert Flower Boulevard from Bartley Boulevard to Walking Stick Boulevard; Walking Stick Boulevard from Bartley Boulevard to Fowler Drive**
3. Purpose of Revocable Permit: **To host a 5K Walk, Run or Roll event**
4. Commencement Date: **September 13, 2025** Time: **8:00 am**
5. Ending Date: **September 13, 2025** Time: **11:00 am**

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 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 use the Permitted Area and conduct the 5K Walk, Run or Roll event in a safe and secure manner taking proper care and protection of the public and event participants, and the Permitted Area including specifically and without limitation any location within the permitted area in which there are adjoining or adjacent streets, alleys, and sidewalks. Permittee shall be liable for breach of any provisions of this Permit in the same manner as any private party would be under Colorado law.

(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, 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 beremoved 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, asfollows:

(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 agrees 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 anypotential 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 26 day of August, 2025.

PERMITTEE:
Organization or

Individual:
By: Garrison M. Ortiz
Title: VP of University Operations & CFO, CSU Pueblo

DANIEL MINICH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214042386
MY COMMISSION EXPIRES 10/27/2025

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 26 day of August, 2025 by Garrison Ortiz as VP University Operations / CFO.

My commission expires: 10/27/2025.

Daniel Minich
Notary Public

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

By _____

Heather Graham, Mayor

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 8, 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 NICOLE CERA CANO AND JIMMY DUFFNER TO SERVE A FOUR-YEAR TERM EXPIRING SEPTEMBER 30, 2029, ON THE PUEBLO HOMELESS COMMISSION IN THE MEMBERS OF THE PUBLIC POSITION

SUMMARY:

This resolution confirms the appointment by the Mayor of Nicole Cera Cano and Jimmy Duffner to serve a four-year term expiring September 30, 2029, on the Pueblo Homeless 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:

The Pueblo Homeless Commission was formed by Resolution 16009 on June 9, 2025 with a mission of ending homelessness within the City of Pueblo.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

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: F05C368F-04B9-4631-A048-7CFF14229E17

RESOLUTION NO. 16111

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF NICOLE CERA CANO AND JIMMY DUFFNER TO SERVE A FOUR-YEAR TERM EXPIRING SEPTEMBER 30, 2029, ON THE PUEBLO HOMELESS COMMISSION IN THE MEMBERS OF THE PUBLIC POSITION

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Nicole Cera Cano and Jimmy Duffner to the Pueblo Homeless Commission; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Nicole Cera Cano and Jimmy Duffner to the Pueblo Homeless Commission to serve a four-year term expiring September 30, 2029 in the Members of the Public position 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: September 8, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 8, 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 SAL KATZ, JR. AND ANGELA GLASOE TO SERVE A TWO-YEAR TERM EXPIRING SEPTEMBER 30, 2027, ON THE PUEBLO HOMELESS COMMISSION IN THE COMMUNITY BUSINESS LEADERS POSITION

SUMMARY:

This resolution confirms the appointment by the Mayor of Sal Katz, Jr. and Angela Glasoe to serve a two-year term expiring September 30, 2027, on the Pueblo Homeless Commission in the Community Business Leaders position.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

The Pueblo Homeless Commission was formed by Resolution 16009 on June 9, 2025 with a mission of ending homelessness within the City of Pueblo.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

RESOLUTION NO. 16112

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF SAL KATZ, JR. AND ANGELA GLASOE TO SERVE A TWO-YEAR TERM EXPIRING SEPTEMBER 30, 2027, ON THE PUEBLO HOMELESS COMMISSION IN THE COMMUNITY BUSINESS LEADERS POSITION

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Sal Katz, Jr. and Angela Glasoe to the Pueblo Homeless Commission; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Sal Katz, Jr. and Angela Glasoe to the Pueblo Homeless Commission to serve a two-year term expiring September 30, 2027, in the Community Business Leaders position 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: September 8, 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

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

City Clerk's Office Item # M8

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 8, 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 RATIFYING THE JOINT APPOINTMENT OF RONNIE WILEY, KEWANNA BINDER, JIMMY DUFFNER, JOHN COLON, AND DENNIS CHAPPELL TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC)

SUMMARY:

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

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Community Services Advisory Commission (CSAC) are made on an annual basis selecting individuals to serve expiring or vacant terms. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

There are five (5) vacancies on the Community Services Advisory Commission due to resignations. All five (5) vacancies are joint appointments with Pueblo County and the City of Pueblo. One (1) term expires on April 30, 2026, two (2) terms expire on April 30, 2027, one (1) term expires on April 30, 2028, and the final term expires on April 30, 2029.

Sixteen (16) applications were received: Kewanna Binder, Dennis Chappell, John Colon, Heather Dewey, Jimmy Duffner, Amanda Marascola, Brandon Martin, Jessica McGroarty, Jason Muñoz, Jeremy Nuss, Roxanne Pignanelli, Richard Ringler, Olivia St. Onge, Emily Stewart, Ronnie Wiley, and Nancy Zimmer.

The County Commissioners met on August 26, 2025, reviewed the applicants, and forwarded Ronnie Wiley, Kewanna Binder, Jimmy Duffner, John Colon, and Dennis Chappell for appointment.

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

The Commission highly recommends applicants Wiley, Chapell, Binder, Zimmer, and Stewart.

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Memo to City CSAC 08-26-2025

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

RESOLUTION NO. 16113

A RESOLUTION RATIFYING THE JOINT APPOINTMENT OF RONNIE WILEY, KEWANNA BINDER, JIMMY DUFFNER, JOHN COLON, AND DENNIS CHAPPELL TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC)

WHEREAS, the Board of County Commissioners have duly convened and selected Ronnie Wiley, Kewanna Binder, Jimmy Duffner, John Colon, and Dennis Chappell to serve on the Community Services Advisory Commission (CSAC); it is now the desire of the Pueblo City Council to ratify said appointments; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The following individual is hereby jointly appointed to the Community Services Advisory Commission (CSAC) to complete a four-year term expiring April 30, 2029:

- Ronnie Wiley

SECTION 2.

The following individual is hereby jointly appointed to the Community Services Advisory Commission (CSAC) to complete a four-year term expiring April 30, 2028:

- Kewanna Binder

SECTION 3.

The following individuals are hereby jointly appointed to the Community Services Advisory Commission (CSAC) to complete a four-year term expiring April 30, 2027:

- Jimmy Duffner
- John Colon

SECTION 4.

The following individual is hereby jointly appointed to the Community Services Advisory Commission (CSAC) to complete a four-year term expiring April 30, 2026:

- Dennis Chappell

SECTION 5.

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

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

SECTION 6.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: September 8, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

MEMO

TO: Alyssa Parga, City Boards and Commissioner Coordinator
FROM: Tommy Farrell, Administrator
RE: Community Services Advisory Commission
DATE: August 26, 2025

Alyssa,

There are five (5) vacancies on the Community Services Advisory Commission due to resignations. All five (5) vacancies are joint appointments with the City of Pueblo. One (1) term expires on April 30, 2026, two (2) terms expire on April 30, 2027, one (1) term expires on April 30, 2028, and the final term expires on April 30, 2029.

Sixteen (16) applications were received:

- Kewanna Binder
- Dennis Chappell
- John Colon
- Heather Dewey
- Jimmy Duffner
- Amanda Marascola
- Brandon Martin
- Jessica McGroarty
- Jason Muñoz
- Jeremy Nuss
- Roxanne Pignanelli
- Richard Ringler
- Olivia St. Onge
- Emily Stewart
- Ronnie Wiley
- Nancy Zimmer

(Continued on next page)

The Board of County Commissioners have reviewed the applicants and are forwarding the following five (5) individuals for ratification by the City. I have noted the term expirations along with each name.

- Ronnie Wiley, expiring April 30, 2029
- Kewanna Binder, expiring April 30, 2028
- Jimmy Duffner, expiring April 30, 2027
- John Colon, expiring April 30, 2027
- Dennis Chappell, expiring April 30, 2026

Please let me know when City Council has taken action so I can notify the appointees.

Thank you,
Tommy

Historic Courthouse
215 W. 10 Street
Pueblo, CO 81003
county.pueblo.org

(719)583-6000 (main)
(719)583-6701 (fax)

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 8, 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: A RESOLUTION APPOINTING THE CITY CLERK AS THE DESIGNATED ELECTION OFFICIAL FOR THE REGULAR MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2025, AND RATIFYING THE CITY CLERK'S CERTIFICATION OF THE CONTENT OF THE BALLOT FOR SAID ELECTION

SUMMARY:

This Resolution appoints the City Clerk as the Designated Election Official for the November 4, 2025, Regular Municipal Election. This Resolution also directs the City Clerk to certify the content of the ballot for said election.

PREVIOUS COUNCIL ACTION:

On August 11, 2025, by Ordinance No. 11020, City Council directed that the November 4, 2025, Regular Municipal Election be conducted as part of a Coordinated Election with Pueblo County.

BACKGROUND:

C.R.S. 1-5-203 (3)(a) requires that the Designated Election Official of each political subdivision participating in a Coordinated Election to certify the order of the ballot and ballot content. Such certification is to be delivered to the County Clerk and Recorder no later than sixty (60) days before the Coordinated Election.

FINANCIAL IMPLICATIONS:

The City shall pay to the County Clerk the City's share of the actual cost of materials and services directly attributable to the City's participation in the Coordinated Election. Funding for the costs associated with conducting this Regular Municipal Election is allocated in the City Clerk's 2025 Departmental Budget.

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If this Resolution is not adopted, the City will be unable to proceed with the November 4, 2025, Regular Municipal Election.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

RESOLUTION NO. 16114

A RESOLUTION APPOINTING THE CITY CLERK AS THE DESIGNATED ELECTION OFFICIAL FOR THE REGULAR MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2025, AND RATIFYING THE CITY CLERK'S CERTIFICATION OF THE CONTENT OF THE BALLOT FOR SAID ELECTION

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Clerk shall be and hereby is appointed as the Designated Election Official for the November 4, 2025, Regular Municipal Election.

SECTION 2.

The content of the ballot for the City's Regular Municipal Election to be held on November 4, 2025, shall be as follows:

QUESTION NO. 2A - CITY OF PUEBLO SALES AND USE TAX INCREASE FOR THE GENERAL FUND

CITY OF PUEBLO SALES AND USE TAX INCREASE FOR THE GENERAL FUND SHALL THE CITY OF PUEBLO SALES AND USE TAX BE INCREASED AN ESTIMATED $26,142,985.56 ANNUALLY IN THE FIRST FISCAL YEAR BEGINNING ON JANUARY 1, 2026, AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER, BY AN INCREASE IN THE CITY'S SALES AND USE TAX RATE FROM 3.7% TO 4.7%, BY ADOPTING ORDINANCE NO. 11000, AND SUCH ADDITIONAL 1% IN SALES AND USE TAX REVENUE TO BE COLLECTED RETAINED AND SPENT AS A VOTER APPROVED REVENUE CHANGE NOTWITHSTANDING ANY REVENUE OR EXPENDITURE LIMIT CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW?

_____ YES/FOR
_____ NO/AGAINST

QUESTION NO. 2B - 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

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

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 FINDING AND DETERMINING THAT THE EXPENDITURE OF SUCH REVENUES ARE PUBLIC PURPOSES AND MUNICIPAL FUNCTIONS?

_____ YES/FOR
_____ NO/AGAINST

Ballot Question No. 2C - 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 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/FOR
_____ NO/AGAINST

Ballot Question No. 2D - 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/FOR
_____ NO/AGAINST

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

Ballot Question No. 2E - Charter Amendment - Municipal Officer Salary Increase
Shall Section 2-1 of the Charter of the City of Pueblo be amended to allow Municipal Officer salary increases take effect immediately?

_____ YES/FOR
_____ NO/AGAINST

Ballot Question No. 2F - Charter Amendment - Making it easier for City Employees to run for Public Office

Shall Section 8-9 of the Charter of the City of Pueblo be amended to remove the requirement that city employees within the classified service must take a leave of absence in order to run for public office?

_____ YES/FOR
_____ NO/AGAINST

NOMINATIONS FOR ELECTED OFFICIALS

City Council - District 1
4-year term expiring December 31, 2029
(Vote for One)

- Tiffany Estrada
- Kassidy Hall
- Dianne Danti
- Elvis R. Martinez

City Council - District 3
4-year term expiring December 31, 2029
(Vote for One)

- Joseph Perko
- Ted Hernandez

City Council - At Large
4 year term expiring December 31, 2029
(Vote for Two)

- Regina Maestri
- Colleen Grahek-Clark
- Brett Boston
- Evans Auden Gonzales Garcia
- Tom Croshal
- Nathan Harper
- Selena Ruiz Gomez

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

Member Pueblo Board of Water Board
6-Year Term Expiring December 31, 2031
(Vote for Two)

- Michael A. Cafasso
- Chris Woodka
- Philip J Reynolds IV
- Dave DeCenzo

Civil Service Commissioner
6-Year Term Expiring December 31, 2031

- Erick B Javaneau
- Steven Rodriguez

SECTION 3.

The City Clerk's certification of the content of the ballot for the November 4, 2025, Regular Municipal Election is hereby ratified in accordance with applicable law.

SECTION 4.

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

SECTION 5.

This Resolution shall take effect immediately upon final passage and approval.

INTRODUCED: September 8, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

City Clerk's Office Item # M10

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 8, 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 A SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DYLAN CARTER, RELATED TO SETTLEMENT OF UNITED STATES DISTRICT COURT OF COLORADO ACTION NO. 25-CV-01343-SKC-CYC

SUMMARY:

This Resolution approves and authorizes a General Release ("Agreement" or "Release") formalizing the settlement reached in United States District Court of Colorado Action no. 25-CV-01343-SKC-CYC concerning Dylan Carter's claims against the police department related to a warrant and resulting arrest.

PREVIOUS COUNCIL ACTION:

No prior Council action exists with respect to this matter.

BACKGROUND:

Dylan Carter ("Carter") filed a Complaint in the United States District Court of Colorado on April 29, 2025, Case No. 25-CV-01343-SKC-CYC, asserting claims against pueblo police officers, arising out of an arrest of Carter on April 30, 2023, pursuant to a warrant filed by police department officers on May 29, 2021. Both sides are desirous of settling the litigation before it proceeds further. In order to do so, the attached General Release ("Release") must be approved by the City Council.

The attached Agreement is recommended by both outside legal counsel and CIRSA as a reasonable settlement of this matter.

The Agreement requires the City to pay the sum of One Hundred Thirty-Seven Thousand Five Hundred Dollars ($137,500) to Carter.

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

FINANCIAL IMPLICATIONS:

The Release requires the City to pay the sum of One Hundred Thirty-Seven Thousand Five Hundred Dollars ($137,500) to Carter.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could decide not to approve the Agreement and Release. If this occurs, the litigation will continue in federal district court.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. General Release

Docusign Envelope ID: F05C368F-04B9-4631-A048-7CFF14229E17

RESOLUTION NO. 16115

A RESOLUTION APPROVING A SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DYLAN CARTER, RELATED TO SETTLEMENT OF UNITED STATES DISTRICT COURT OF COLORADO ACTION NO. 25-CV-01343-SKC-CYC

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The General Release ("Agreement" or "Release"), attached hereto, between the City of Pueblo, a Colorado municipal corporation, and Dylan Carter ("Carter"), having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: September 8, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AE462...
PRESIDENT OF CITY COUNCIL

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

GENERAL RELEASE

RECITALS

1. DYLAN CARTER, and any and all of his heirs, personal representatives, executors, administrators, attorneys, successors, and assigns are hereinafter collectively referred to as "**RELEASOR**."

2. THE CITY OF PUEBLO, COLORADO, a Colorado Municipal Corporation; the Colorado Intergovernmental Risk Sharing Agency ("CIRSA"); and any and all of their current or former entities, officials, officers, directors, employers, successors, assigns, attorneys, employees, agents, servants, insurers, self-insurers, reinsurers, excess insurers, and representatives of any kind, and specifically including the individually named defendants from U.S. District Court, Colorado, Case No. 25-cv-01343; are hereinafter collectively referred to as "**RELEASEES**."

3. **RELEASOR** and **RELEASEES** are collectively referred to as "the Parties."

4. **RELEASOR** filed his Complaint in this matter on April 29, 2025, in the U.S. District Court, Colorado, Case No. 25-cv-01343, hereinafter referred to as "the Civil Action." The Civil Action arose out of events that are alleged to have occurred on April 17, 2021, ("the Incident"). The factual allegations and claims made by **RELEASOR** have been and continue to be denied and disputed by **RELEASEES.**

5. Prior to the entry of this General Release, **RELEASOR** has stipulated to the voluntary dismissal with prejudice of the individually named defendants employed by the City of Pueblo in the Civil Action, each party to pay their own costs and attorney fees.

6. **RELEASOR** has decided to enter into this General Release on the terms set out in these recitals and agreement below and reach a complete resolution of any claims arising out of the Incident and/or the Civil Action as well as any and all claims of any kind **RELEASOR** may have against **RELEASEES** occurring up to the date of the execution by **RELEASOR** of this General Release for damages and/or injuries of any kind, known and unknown, foreseen and unforeseen. For the purpose of this General Release, all of the claims asserted in the Civil Action, whether remaining or dismissed, and all other actual or potential claims or disputes among the Parties shall be referred to hereafter collectively as the "Claims."

7. In entering into this General Release, it is acknowledged that both **RELEASOR** and **RELEASEES** have incurred costs and fees in pursuing and defending this litigation. **RELEASEES** assert that they enter into this agreement to avoid the cost of further litigation.

RELEASE

Release, Covenant Not to Sue, Hold Harmless, and Indemnification.

1. **RELEASOR** agrees irrevocably and unconditionally to release, discharge, and hold harmless and does release and forever discharge **RELEASEES** from any and all claims occurring up to the date of the execution by **RELEASOR** of this General Release for any and all damages and/or injuries pursuant to any federal or state statute, constitution, common law, contract or otherwise, known and unknown, foreseen and unforeseen, including but not limited to those which may now or hereafter arise out of, or result in any way from the Incident described in the recitals and/or the Civil Action, and/or which have or could have been made, as well as any and all matters relating thereto, and any and all consequences thereof.

2. **RELEASOR** understands and agrees that this General Release prevents any appeal of any of the dismissals, stipulated or otherwise, against the Parties or for any claims made in the Civil Action.

3. **RELEASOR** represents and warrants that, other than that which is set forth in the Recitals to this General Release, he has not filed or caused to be filed or asserted any claim or charge in or with any court or agency based on or related to the Incident or Claims and agrees that he will not file any claim or charge in or with any court or agency based on or related to the Incident or Claims against **RELEASEES**.

Liens, Assignments, Subrogation

4. Pursuant to the Medicare, Medicaid, and SCHIP Extension Act of 2007, **RELEASOR** hereby certifies and affirmatively represents and warrants as follows: (1) at the time of the accrued claims, **RELEASOR** was not a Medicare recipient; (2) **RELEASOR** did not receive Medicare benefits for his alleged damages arising out of the Incident; (3) **RELEASOR** has not applied and is not eligible to receive Medicare benefits as of the date of this settlement; (4) **RELEASOR** has no Medicaid liens related to the claims made in the Civil Action; and (5) **RELEASOR** has not knowingly or unknowingly misrepresented his Medicare benefit status.

5. **RELEASOR** agrees that to the extent any Medicaid, Medicare, Social Security or other lien, assignment, subrogation or other right of substitution is asserted, they will be satisfied by the consideration set forth in the General Release, to the extent the consideration set out in this General Release is sufficient to satisfy them and in accordance with the requirements of state and federal law, before the proceeds are distributed to **RELEASOR**. **RELEASOR** further certifies

and affirmatively represents that, in the event that any of **RELEASEES** are subjected to any claims by Medicaid, Medicare, Social Security or by any person, firm, corporation, hospital, court, or governmental entity under any actual or purported lien or right of substitution, assignment or subrogation, or other claim of right, **RELEASOR** will hold **RELEASEES** harmless from any such claims, demands, or judgment and agrees to indemnify and defend **RELEASEES** from any such claims, demands, or judgments together with the costs of defense, including attorney fees.

6. **RELEASOR** agrees that, should any medical bills or liens arise including any Medicare or Medicaid bills or any other liens, **RELEASOR** will be financially responsible for payment and/or reimbursement of these bills or liens.

7. **FURTHER**, **RELEASOR** personally and through his legal representatives agrees to reimburse and indemnify **RELEASEES** for any amounts which any insurance carriers, government entities, hospitals or other persons or organizations may recover for them in reimbursement for amounts paid to **RELEASOR** on his behalf as a result of the Incident by way of contribution, subrogation, indemnity, or otherwise.

8. This Release expressly reserves the rights of **RELEASEES** to pursue their legal remedies, if any, against **RELEASOR**.

Tax Obligations

9. **RELEASOR** understands and agrees that he is solely responsible for all tax obligations, including all reporting and payment obligations, that may arise as a consequence of this General Release and the monetary consideration provided to him pursuant to it. **RELEASOR** agrees that **RELEASEES** have provided no representation or advice as to how this consideration is to be characterized or allocated or as to the tax treatment or tax reporting or payment obligations for the monetary consideration set out herein.

Assumption of Risk

10. **RELEASOR** further warrants that he fully realizes that he may have sustained unknown and unforeseen losses; costs; expenses; damages; liabilities; claims; bodily, personal, or psychological injuries; damage to property; or business losses, and the consequences thereof which may be at this time, heretofore, and hereafter unknown, unrecognized, and not contemplated by **RELEASOR**, which resulted or may or will result from the Incident and all matters incident or related thereto, and that no promise or inducement has been offered except as herein set forth and that all agreements and understandings between the Parties are expressed herein and that this General Release was executed without reliance upon any statement or representation by

RELEASEES, and that **RELEASOR** is legally competent to execute this General Release. **RELEASOR** accepts full responsibility and assumes the risk of any mistake of fact or law as to any damages, losses, or injuries, whether disclosed or undisclosed, including any mistake in medical diagnosis or prognosis for any injuries, known or unknown, sustained as a result of the Incident and all matters incident and related thereto applicable to the claims and any potential claims **RELEASOR** has or may have against **RELEASEES**.

Consideration

11. **RELEASEES** agree to pay **RELEASOR** the total amount of ONE HUNDRED THIRTY-SEVEN THOUSAND, FIVE HUNDRED and 00/100 DOLLARS ($137,500.00) by tendering a check to **RELEASOR** made payable to _____.

12. It is agreed that consideration for this General Release is as set forth herein and includes the above monetary consideration which shall be full and final settlement and payment for all claims released herein and all claims that might have been asserted in any state or federal judicial or administrative forum up to the date of execution of this General Release against **RELEASEES**, including any claims for attorney fees and costs.

Voluntariness, Denial of Liability, Entire Agreement

13. **RELEASOR** has carefully read the above and foregoing General Release and knows the contents thereof and has signed the same as his own free and voluntary act and after having had the opportunity to have the same explained by counsel. **RELEASOR** expressly states that he has been advised of his right to consult additional professionals of his choice, including physicians, lawyers, and accountants, regarding any and all known and unknown, foreseen and unforeseen, damages, losses, injuries, costs, losses of services, expenses, liabilities, claims, and the consequences thereof, of whatsoever kind and nature, that **RELEASOR** may have or will incur, whether suspected or unsuspected. **RELEASOR** further expressly understands and agrees that the signing of this General Release shall be forever binding and no rescission, modification, or release of **RELEASOR** from the terms of this General Release will be made for any mistake.

14. It is expressly understood and agreed that the acceptance of the above-mentioned consideration is in full accord and satisfaction of a disputed claim and that payment of said sum is not to be construed in any way as an admission of liability on the part of **RELEASEES** but, on the contrary, **RELEASEES** specifically deny any wrongdoing, misconduct, or liability on account of the Incident or any matters related or incidental hereto, or otherwise.

15. **RELEASOR** understands and agrees that all agreements and understandings between **RELEASOR** and **RELEASEES** are embodied and expressed herein and that the terms of this General Release are contractual and not mere recitals.

16. **RELEASOR** certifies that he has fully read and understands the foregoing General Release and hereby affixes his signature this ____ day of _____, 2025, as his own free and voluntary act.

_____
DYLAN CARTER

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

SWORN TO AND SUBSCRIBED by DYLAN CARTER this ____ day of _____, 2025.

WITNESS my hand and official seal.

My commission expires: _____.

[SEAL]

_____
Notary Public

APPROVED AS TO FORM:

CIVIL RIGHTS LITIGATION GROUP

Date: _____

_____
Zachary L. Shiffler, Esq.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 8, 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 AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND HUERFANO COUNTY RELATING TO MUTUAL AID IN THE PROVISIONS OF FIRE PROTECTION AND OTHER EMERGENCY SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Ordinance approves an IGA with Huerfano County for mutual fire protection and other emergency services. The IGA is attached hereto.

PREVIOUS COUNCIL ACTION:

City of Pueblo has made numerous MAA with local governmental agencies.

BACKGROUND:

When dealing with incidents and potential incidents that are beyond the response capacity of any organization, it is important to have a plan for increasing capacity. In the fire service, other neighboring agencies are looked at to provide that increased capacity. This agreement provides the means to access additional resources in times of increased demand at no cost for the first 24 hours of the incident. It is important to understand that this agreement does not require any agency to provide aid, if for any reason, they are unable to do so at any given time.

This mutual aid agreement between the City and Huerfano County will replace the 1986 reciprocal hazardous materials incident assistance agreement. The new agreement covers the emergency aid given and received between the signing agencies. This new agreement clearly defines the time periods of assistance and the mechanism for recovering costs associated with aid that goes beyond the agreed upon time periods of "mutual aid".

FINANCIAL IMPLICATIONS:

Reimbursement of consumables to Huerfano County after the 24-hour period has expired for the incident.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Staff recommends approval.

ALTERNATIVES:

No aid for fire protection.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. HUERFANO COUNTY MAA

ORDINANCE NO.

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND HUERFANO COUNTY RELATING TO MUTUAL AID IN THE PROVISIONS OF FIRE PROTECTION AND OTHER EMERGENCY SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The Intergovernmental Agreement between Pueblo, a municipal corporation and Huerfano County, Colorado, a political subdivision of the State of Colorado relating to mutual aid in the provision of fire protection and other emergency services, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Docusign Envelope ID: 6D76934E-8E8E-44B9-93A9-0489F4EC74AA

MUTUAL AID AGREEMENT FOR ALL HAZARDS RESPONSE SERVICES BETWEEN THE AGENCIES OF PUEBLO COUNTY AND HUERFANO COUNTY

THIS MUTUAL AID AGREEMENT ("MAA"), entered into as of this 23rd day of January 2025, is made by and between the following parties:

Pueblo, a municipal corporation,
Pueblo County, Colorado, a political subdivision of the State of Colorado,
Rye Fire Protection District,
Pueblo Rural Fire District,
Pueblo West Metropolitan District,
West Park Volunteer Fire District, and
Beulah Fire Protection and Ambulance District
Huerfano Fire Protection District
La Veta Fire Protection District
Upper Huerfano Fire Protection District
Huerfano County
Huerfano County Hospital District d/b/a Spanish Peaks Regional Health Center

(Collectively the "Parties" and individually the "Party")

WHEREAS, Section 18(2)(a) and (b) of Article XIV of the Colorado Constitution and the Colorado Intergovernmental Relations Statute, Section 29-1-201, et seq., C.R.S. authorizes political subdivisions to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of the Parties, including the sharing of costs, if such agreement sets forth fully the purposes, powers, rights, obligations, and responsibilities, financial or otherwise, of the contracting parties;

WHEREAS, each Party is a political subdivision as defined in section 29-1-202(2), C.R.S. and is authorized to provide fire protection and other emergency services including but not limited to fire protection, hazardous material response, extrication, rescue, ambulance, and/or emergency medical services, within their jurisdictional boundaries and under certain circumstances outside their jurisdictional boundaries;

WHEREAS, emergencies may arise in one or another of the jurisdictions of the Parties, resulting in greater demands than a Party's personnel and equipment can handle, or emergencies of such intensity may occur that they cannot be handled by the equipment of a Party in whose jurisdiction the emergency occurs; and

WHEREAS, the establishment of a mutual aid agreement will serve a public purpose and will promote the safety, security and general welfare of the public.

NOW THEREFORE, in consideration of the mutual performance of the covenants, agreements and promises set forth herein, the Parties agree as follows:

1. Definitions. The following terms used in this Agreement are defined as follows:

a. "Responding Party" means a Party providing or requested to provide Mutual Aid within the jurisdictional boundaries of the Requesting Party.

Docusign Envelope ID: 6D76934E-8E8E-44B9-93A9-0489F4EC74AA

b. "Equipment Costs" means the costs set forth in the current FEMA Schedule of Equipment Rate or at the current Cooperator Resource Rate of the Colorado Division of Fire Prevention and Control, whichever rate applies to the event, and if the event does not qualify, it shall be the current Cooperator Resource Rate of the Colorado Division of Fire Prevention and Control.

c. "Personnel Costs" means actual hourly salary/wages paid including overtime plus the cost of the employee's actual fringe benefits. Fringe benefit cost shall be calculated based upon a percentage of the employee's hourly rate of pay.

d. "Mutual Aid" means the provision of personnel and/or equipment from a Responding Party to a Requesting Party to aid the Requesting Party with respect to fire protection and other emergency services.

e. "Requesting Party" means a Party requesting Mutual Aid be provided by a Responding Party within the jurisdictional boundaries of the Requesting Party.

3. Mutual Aid.

a. Any Party to this MAA may request Mutual Aid from another Party. Any request for Mutual Aid shall include a statement of the amount and type of personnel and/or equipment requested and shall specify the location to which the personnel and/or equipment are to be dispatched. In making any such request for Mutual Aid, the Requesting Party represents that there are sufficient funds appropriated to pay all reimbursements which may be incurred under this MAA, and the Responding Party may rely upon such representation in providing Mutual Aid.

b. Upon receipt of a request for Mutual Aid from the Requesting Party, the Responding Party may dispatch personnel and/or equipment which the Responding Party determines is available. Such determination shall be made at the Responding Party's sole and absolute discretion, which determination shall be final and conclusive. The Responding Party may dispatch less than the amount and type of personnel and/or equipment requested, but the Responding Party may not dispatch personnel and/or equipment which exceeds the amount and type of equipment and or personnel requested without the authorization of the Requesting Party.

c. The Responding Party's personnel and/or equipment shall be released by the Requesting party when the assistance of the Responding Party is no longer required or when the Responding Party determines in its sole and absolute discretion that the Responding Party's personnel and/or equipment are needed elsewhere, which determination shall be final and conclusive.

d. The Responding Party's personnel and/or equipment shall be and remain under the control of the Responding Party's commanding officer but will fall into the Requesting Party's command structure. The Responding Party's commanding officer will receive assignments and tasks from the Requesting Party's Incident Commander.

e. Mutual Aid under this MAA shall only be provided within the boundaries of the Requesting Party and shall not be provided to cover areas outside the boundaries of a Requesting Party even if the Requesting Party has an agreement to provide service to another party who is not signatory to this MAA.

Docusign Envelope ID: 6D76934E-8E8E-44B9-93A9-0489F4EC74AA

f. The Responding Party agrees that the first twenty-four (24) hours of Mutual Aid shall be provided without reimbursement of Personnel Costs and Equipment Costs by the Requesting Party to the Responding Party. For all periods of time following the first twenty-four (24) hours, the Responding Party shall be reimbursed for its Personnel Costs and Equipment Costs by the Requesting Party. The twenty-four (24) hour period referenced in this Section shall begin at the time the request is made by the Requesting Party so long as it is within the first operational period. Requests beyond the first operational period will be considered an ongoing operation and as such will be a billable response to the incident. In addition and with respect to said twenty-four (24) hour period, the Requesting Party shall reasonably pursue any and all legal reimbursement possible pursuant to state and federal laws, including but not limited to reimbursement for hazardous materials incidents, and upon full or partial payment, the Requesting Party shall distribute the reimbursement in a fair and equitable manner which is proportionate to the documented expenses of all parties who provided services with respect to the incident upon which the reimbursement is paid. The Parties acknowledge and agree that any distribution for hazardous materials incidents which may be required under this Section or otherwise under this MAA shall not impair or supersede any separate agreement a Party may have presently or hereafter to transfer and deposit any such distribution to the Pueblo County Hazmat Fund.

g. The extension of work beyond the initial twenty-four (24) hour mutual aid period shall be billable to the incident for reimbursement. If there is a mutual agreement by the parties at the time of the all-hazard incident, the Responding Party may continue to provide assistance beyond the twenty-four (24) hour period without compensation by the Requesting Party.

h. The Requesting Party shall be responsible for providing for or reimbursing the use of firefighting foam, special extinguishing agents, medical equipment and similar consumables when use is requested by the Requesting Party.

i. The Responding Party shall be self-sufficient for the first 24 hours after being requested, to include all meals and lodging. After the first 24 hours, the Requesting Party will be responsible for all meals and any lodging at the Requesting Party's preference.

j. The Responding Party will provide the Requesting Party with a bill, invoice, or demand for reimbursement along with a detailed accounting of costs incurred by the Responding Party which are subject to reimbursement pursuant to this MAA no later than sixty (60) days after the conclusion of Mutual Aid.

4. Each Party shall be expected to maintain its equipment and organize its emergency response method with both personnel and equipment to the degree necessary to meet the ordinary and routine fire protection and other emergency services occurring within its boundaries and for which the Party is organized. The Parties recognize that the dispatch of equipment and/or personnel under this MAA is voluntary and is not required, and specifically acknowledge that a Requesting Party shall not expect any other Party to provide Mutual Aid where the request arises due to a failure of the Requesting Party to organize available personnel or maintain equipment in reasonably working order and in sufficient quantity to meet the ordinary and routine fire protection and other emergency services occurring within its boundaries and for which the Party is organized. Nothing in this Agreement prevents two or more of the Parties from entering into contracts, automatic aid agreements or other methods to meet their responsibilities as agreed between those Parties.

Docusign Envelope ID: 6D76934E-8E8E-44B9-93A9-0489F4EC74AA

5. Except with respect to the reimbursements agreed to in the above Section 3, each Party waives all claims against the other Party for compensation for any loss, property damage, bodily injury, or death occurring as a direct or indirect consequence of the performance of this MAA. The Parties specifically recognize and agree that no liability of any kind or nature shall be attributed to or be assumed by a Party, its duly authorized agents and personnel, for failure or refusal to provide Mutual Aid or for withdrawal of Mutual Aid once provided pursuant to the terms of this MAA.

6. Nothing in this MAA shall be construed to alter or modify the status of employment of the personnel with their Party. Employees of a Party shall at all times remain the employees of that Party, and each Party shall be responsible for the worker's compensation coverage of its own employees and all other benefits and requirements of employment including pension, disability, level or types of training, and internal discipline.

7. Each Party is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA including any liability which may accrue by operation of Section 29-5-108, C.R.S. No provision of this MAA shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to each Party by the GIA.

8. This MAA is not intended to, nor should 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 any rights, claims, or benefits or assume any liability for or on behalf of any third party.

9. By signing this MAA, the governing body of each Party is hereby deemed to have approved the provision of Mutual Aid beyond its boundaries, and any Mutual Aid provided pursuant to this MAA shall not require any further approval by the governing body of any Party.

10. All communications made to the parties under this MAA shall be provided at the following address:

Fire Chief
City of Pueblo Fire Department
1551 Bonforte Blvd.
Pueblo, CO 81001

Bureau Chief
Emergency Services Division
Pueblo County Sheriff's Office
Pueblo County
101 W. 10th Street
Pueblo, CO 81003

Fire Chief
Rye Fire Protection District
4495 Bent Brothers Blvd./P.O. Box 19190
Colorado City, CO 81019

Docusign Envelope ID: 6D76934E-8E8E-44B9-93A9-0489F4EC74AA

Fire Chief
Pueblo Rural Fire District
29912 Highway 50 East
Pueblo, CO 81006

Fire Chief
Pueblo West Fire Department
Pueblo West Metropolitan District
P.O. Box 7005
Pueblo West, CO 81007

Fire Chief
West Park Volunteer Fire District
3926 Goodnight Ave.
Pueblo, CO 81005

Fire Chief
Beulah Fire Protection and Ambulance District
PO BOX 826
Beulah, CO 81023

Fire Chief
Huerfano Fire Protection District
301 Main St
Walsenburg, CO 81089

Fire Chief
La Veta Fire Protection District
100 Birch St
La Veta, Colorado 81055

Fire Chief
Upper Huerfano Fire Protection District
25396 Hwy 69
Gardner Co 81040

EMS Director
Huerfano County Hospital District
23500 US Hwy 160
Walsenburg, Co 81089

Chairman
Board of County Commissioners
401 Main St.
Walsenburg, CO 81089

11. Nothing in this MAA shall be construed as creating a partnership, joint venture or the creation of a separate legal entity or be deemed to delegate or be construed as the delegation or assignment of power or

authority of any Party to another Party.

12. A Party may terminate their participation in this MAA by giving ninety (90) days prior written notice to all other Parties. One Party's termination shall not cause the termination of this MAA between the other Parties, and the MAA shall continue in effect as to such other Parties. It is understood and acknowledged that the remaining Parties to the MAA will not assign any of their members or equipment to perform temporary firefighting or other duties on behalf of any Party terminating this MAA after the effective date of such termination.

13. All prior reciprocal fire protection or mutual aid agreements to provide fire protection and other emergency services between all or one or more of the Parties are hereby terminated and superseded by this MAA.

14. Miscellaneous.

a. This MAA represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings. This MAA may be amended only by an instrument in writing signed by the Parties. If any provision of this MAA is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this MAA shall continue in full force and effect. This MAA may be executed in multiple counterparts, each of which shall be deemed original, and all of which together constitute one and the same agreement.

b. Each person signing this MAA on behalf of a Party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this MAA on behalf of such Party and that this MAA is a valid and legally binding obligation of such Party enforceable against it in accordance with its terms.

c. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by any Party, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory or charter debt limitation.

d. The provisions of this MAA pertaining to insurance and reimbursement shall survive the expiration of the term of this MAA and termination of this MAA and continue in effect for a period of five years following the termination of this MAA and for such further time as it may take to completely and finally negotiate, settle, or litigate any claim or suit concerning the same.

e. This MAA shall be governed by the laws of the State of Colorado. Venue for any action arising under this MAA or for the enforcement of this MAA shall be in a state court with jurisdiction located in Pueblo County, Colorado.

f. This MAA shall not be assigned by any Party without the prior written consent of the Parties, which consent may be granted, denied, or conditioned in each of the Party's sole and absolute discretion.

Executed at Pueblo, Colorado, the day and year first above written.

Docusign Envelope ID: 6D76934E-8E8E-44B9-93A9-0489F4EC74AA

Pueblo, a Municipal Corporation

ATTEST: _____ By _____
City Clerk President of the City Council

Pueblo County, Pueblo County, Colorado, a political subdivision of the State of Colorado

ATTEST: _____ By _____
Pueblo County Clerk and Recorder Chairman of the Board of County Commissioners

Rye Fire Protection District

ATTEST: _____ By Ron Gallegos
Title: Fire Chief

Pueblo Rural Fire District

ATTEST: _____ By _____
Title: Fire Chief

Pueblo West Metropolitan District

ATTEST: _____ By _____

ATTEST: _____
Title: Fire Fi

By BRIAN K CASERTA
Title: FIRE CHIEF

West Park Volunteer Fire District

ATTEST: _____
Title: Fire Chief

By Chad Donley
Title: Asst Chief

Beulah Fire Protection and Ambulance District

ATTEST: _____
Title: CHIEF

By _____
Title: Fire Chief

Huerfano County, Colorado, a political subdivision of the State of Colorado

ATTEST: _____
Custer County Clerk and Recorder

By _____
Chairman of the Board of County Commissioners

Spanish Peaks Regional Health Center EMS

ATTEST: _____
Title: _____

By _____
Title: _____

Huerfano Fire Protection District

ATTEST: _____
Title: _____

By _____
Title: _____

La Veta Fire Protection District

ATTEST: Mickey Schmidt
Title: Chairman

By Mickey L Schmidt
Title: Chairman

ATTEST:_____ By _____
Title:_____ Title:_____

West Park Volunteer Fire District

ATTEST:_____ By _____
Title:_____ Title:_____

Beulah Fire Protection and Ambulance District

ATTEST:_____ By _____
Title:_____ Title:_____

Huerfano County, Colorado, a political subdivision of the State of Colorado

ATTEST:_____ By _____
Custer County Clerk and Recorder Chairman of the Board of County Commissioners

Huerfano County Hospital District EMS

ATTEST:_____ By Kay L. Whitley
Title:_____ Title:CEO

Huerfano Fire Protection District

ATTEST:_____ By _____
Title:_____ Title: CHAIRMAN FRANK MARTIN

La Veta Fire Protection District

ATTEST:_____ By _____
Title:_____ Title:_____

Title:_____ Title:_____

West Park Volunteer Fire District

ATTEST:_____ By _____
Title:_____ Title:_____

Beulah Fire Protection and Ambulance District

ATTEST:_____ By _____
Title:_____ Title:_____

Huerfano County, Colorado, a political subdivision of the State of Colorado

ATTEST: DocuSigned by: Erica Vigil B80EAB80CBAD4E3... By DocuSigned by: Karl S Sporleder 6F3BE3FF65A84FA...
Huerfano County Clerk and Recorder Chairman of the Board of County Commissioners

Huerfano County Hospital District EMS

ATTEST:_____ By Kay L.Whitley
Title:_____ Title: CEO

Huerfano Fire Protection District

ATTEST:_____ By _____
Title:_____ Title:_____

La Veta Fire Protection District

ATTEST:_____ By _____
Title:_____ Title:_____

Upper Huerfano Fire Protection District

ATTEST:_____ By Lewis DeLaura
Title:_____ Title: Chairman

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 8, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE APPROVING, AND ACCEPTING, A MULTIMODAL TRANSPORTATION AND MITIGATION OPTION FUNDS GRANT AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, THE PUEBLO AREA COUNCIL OF GOVERNMENTS, AND COLORADO DEPARTMENT OF TRANSPORTATION ESTABLISHING PROJECT NO. BC2501, BUDGETING AND APPROPRIATING $90,000.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a Grant Award between the City of Pueblo, A Colorado Municipal Corporation and Colorado Department of Transportation for $90,000.00.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

This is a FY25 Multimodal Transportation and Mitigation Options Funds Grant for $90,000.00 allocation. The grant provided is 100%, with a 0% match. This grant utilizes State Multimodal funding. The grant scope of work includes the following Project:

$90,000.00 – Estimated Cost

$90,000.00 Total Grant

FINANCIAL IMPLICATIONS:

The anticipated total project cost is $90,000.00. The Federal share is 100% with no City match

requirement.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

Should this Ordinance not pass, the City of Pueblo would not be able to provide the My Ride Application trip planning software for transit users.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE APPROVING, AND ACCEPTING, A MULTIMODAL TRANSPORTATION AND MITIGATION OPTION FUNDS GRANT AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, THE PUEBLO AREA COUNCIL OF GOVERNMENTS, AND COLORADO DEPARTMENT OF TRANSPORTATION ESTABLISHING PROJECT NO. BC2501, BUDGETING AND APPROPRIATING $90,000.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Awarding of 2025 Multimodal Transportation and Mitigation Option Funds Grant to the City of Pueblo, Pueblo Transit, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions

SECTION 2.

The Mayor of the City is hereby authorized to execute the Grant Award acceptance in the name of and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith. To the extent the Mayor has executed Grant Award or other documents associated therewith, City Council hereby ratifies such acceptance or actions

SECTION 3.

Project Number BC2501 is hereby established, and the amount of $90,000.00 is budgeted and appropriated, therefore

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

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: September 8, 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 APPROVING THE PUEBLO CROSSINGS FILING NO.4 SUBDIVISON

SUMMARY:

The applicant is requesting to re-subdivide approximately 12-acres known as Pueblo Crossings Shopping Center to divide one lot into three.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property is a single 12-acre lot developed with three multi-tenant commercial retail buildings that the applicant is requesting to subdivide into three individual lots for financing purposes. No new structures or development is proposed at this time. The subdivision necessitated access, parking, and maintenance agreements, all of which were provided in a submitted Declaration of Easements, Covenants, Conditions, and Restrictions.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 13, 2025 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

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

ALTERNATIVES:

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

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. S-25-04 Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE PUEBLO CROSSINGS FILING NO.4 SUBDIVISON

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

SECTION 1.

The final plat of the Pueblo Crossings Filing No. 4, being a subdivision of land legally described as:

A parcel of land located in the Southwest quarter of Section 1, Township 20 South, Range 65 West of the 6th P.M. in the County of Pueblo and State of Colorado and being more particularly described as follows:

All of Lot 2, Pueblo Crossing Filing No. 1, according to the recorded plat thereof as filed for record on December 18, 2003 at Reception No. 1542506 in the Pueblo County Records.

Containing 12.23 acres, more or less.

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-l0-l0l, et seq. Colorado

Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

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

SECTION 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

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

PUEBLO CROSSING FILING NO. 4

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 1,
TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

– DEDICATION –

KNOW ALL MEN BY THESE PRESENTS: That PUEBLO CROSSING, LLC, a Delaware Limited Liability Company being sole owner of the following property:

All of Lot 2, Pueblo Crossing Filing No. 1, recorded December 18, 2003 under Reception No. 1542506, County of Pueblo, State of Colorado.

Containing 12.23 acres, more or less

Have caused the aforegoing described property to be surveyed, platted and subdivided into lots, and has shown hereon certain easements for sanitary sewer and private utilities the same to be numbered, platted, subdivided, dimensioned as shown on the annexed plat, for the purpose of creating a subdivision to be known as PUEBLO CROSSING, FILING NO. 4.

All private utility easements shown hereon are hereby declared for the exclusive use of the lots shown hereon for private utility purposes. All improvements lying within private utility easements shall be the sole responsibility of the owner(s) of all lots within the subdivision to install, maintain and repair.

All drainage easements shown hereon, are hereby dedicated to the public for storm drainage and for the conveyance of stormwater across lot lines purposes. Drainage facilities located within drainage easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owner(s) of the lots or parcels upon which the easements are located. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair or replace the drainage facilities within such easements and to recover the costs thereof, plus easements as City deems necessary in its discretion, and to recover the costs thereof, administrative expenses from said owner(s).

All of the property shown on this plat is subject to the terms and conditions defined and described in the Declaration of Easements, Covenants, Conditions and Restrictions dated _____, and recorded in the Office of the Clerk and Recorder of Pueblo County, Colorado.

The undersigned owner(s) hereby consent to the access restrictions shown hereon.

IN WITNESS WHEREOF, Dana Haynes, Manager of PUEBLO CROSSING, LLC, a Delaware Limited Liability Company, sets their hand and seal this _____ , day of _____ , 20____ A.D.:

PUEBLO CROSSING, LLC
a Delaware Limited Liability Company

_____
Dana Haynes, Manager of Pueblo Crossing, LLC.,
a Delaware Limited Liability Company

STATE OF _____)
)SS
COUNTY OF_____)

I, _____ , a Notary Public in and for the County of _____ , State of _____ , do hereby certify that Dana Haynes, Manager of Pueblo Crossing, LLC, who is personally known to be the identical person who signed the aforegoing dedication, appeared before me this day in person and acknowledged the execution thereof to be his free and voluntary act for the uses and purposes therein set forth as the deed of said Limited Liability Company.

WITNESS my hand and notarial seal this_____ , day of_____ ,_____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public

– SURVEYOR'S CERTIFICATION –

This is to certify that we have prepared the annexed plat and that it complies with the minimum standards for Land Survey Plats as set forth in Section 38–51–106 Et. Seq., C.R.S. 1994 (as amended). We have performed the accompanying survey and it was conducted by me or under my responsible charge. All lines and dimensions are correctly shown hereon to the best of my knowledge and belief.

Date:

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, CO 81003

By: _____
Michael Leland Cuppy,
Colorado Registered Professional
Land Surveyor No. 38485
For and on Behalf of
NorthStar Engineering and Surveying, Inc.

– IMPROVEMENT CERTIFICATION –

This is to certify that the Subdivider has complied with Alternate No. 1 of Section 12–4–7(J) (1) and with Section 12–4–5 (b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Director of Public Works Date

– PLANNING COMMISSION CERTIFICATION –

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Chairperson Planning Commission Date

– NOTICE –

NOTICE is hereby given that acceptance of this platted subdivision by the City of Pueblo, does not constitute an acceptance of the dedicated public roads, park, and other public improvements for maintenance by the City. Until such dedicated public roads and other parks and public improvements meet the requirements, standards, and specifications, of the City, its subdivision ordinance, and where appropriate, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable, the City Director of Parks and Recreation, the maintenance, construction and all other matters pertaining to or affecting said dedicated public roads, parks and other roads, parks and other public improvements and rights–of–way are the sole responsibility of the Subdivider or any subsequent subsequent owner(s) of the land within this subdivision. City does not accept the private roads, easements and facilities dedicated hereon, nor shall the City be obligated to maintain, construct or repair such private roads, easements, and facilities.

– APPROVAL FOR RECORDING –

Approved by City Council of Pueblo, Colorado, by Ordinance No. _____.

This is to certify that the plat of PUEBLO CROSSING, FILING NO. 4 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
City Clerk Date

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PUEBLO CROSSING FILING NO. 4

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO

SCALE: 1" = 50'

0 25' 50' 100'

LEGEND:

P.O.B.	POINT OF BEGINNING
SF	SQUARE FEET
R.O.W.	RIGHT OF WAY

BASIS OF BEARINGS:
THE CENTERLINE OF ELIZABETH STREET, LYING EASTERLY OF LOTS 1 AND 2, PUEBLO CROSSING FILING NO. 1 AS RECORDED IN THE RECORDS OF PUEBLO COUNTY, STATE OF COLORADO, SAID LINE BEARING N14°40'02"W AND BEING MONUMENTED AS SHOWN HEREON

LOT 1
PUEBLO CROSSING
FILING NO. 3
RECEPTION NO. 2043662

LOT
3
PUEBLO CROSSING
FILING NO. 2
RECEPTION NO. 1705314

LOT
6
PUEBLO CROSSING
FILING NO. 1
RECEPTION NO. 1542506

PARCEL "A"
REARRANGEMENT OF
PROPERTY BOUNDARIES
LL-17-03
RECEPTION NO. 2077740

PARCEL "A"
REARRANGEMENT OF
PROPERTY BOUNDARIES
RECEPTION NO. 1582518

PARCEL "B"
REARRANGEMENT OF
PROPERTY BOUNDARIES
RECEPTION NO. 1582518

FOUND 2.5" ALUMINUM CAP IN RANGE BOX STAMPED "PLS 22101"
STATE PLANE COORDINATES
NORTHING 1608507.7667
EASTING 3252127.0240

FOUND PK NAIL & DISK
P.L.S. No. (ILLEGIBLE)
STATE PLANE COORDINATES
NORTHING 1608356.9583
EASTING 3252119.0073

FOUND PK NAIL & DISK
P.L.S. No. 32430
STATE PLANE COORDINATES
NORTHING 1608097.0144
EASTING 3251229.4483

FOUND No. 4 REBAR
w/ RED PLASTIC CAP
P.L.S. No. 32430
STATE PLANE COORDINATES
NORTHING 1607545.1661
EASTING 3251401.6477

FOUND PK NAIL
STATE PLANE COORDINATES
NORTHING 1607802.1604
EASTING 3252281.1285

FOUND 2.5" ALUMINUM CAP IN RANGE BOX STAMPED "PLS 16128"
STATE PLANE COORDINATES
NORTHING 1607622.4570
EASTING 3252385.7323

LOT 1
406,101 SF

LOT 2
67,230 SF

LOT 3
59,299 SF

N75°19'58"E 678.66'

926.76'

N14°42'29"W 578.09'

N14°40'02"W 578.00'

922.41'

N75°19'59"E 916.26'

248.10'

N75°19'30"E 248.10'

N14°40'02"W 289.00'

N14°40'02"W 528.00'

N14°40'02"W 239.03'

N75°19'58"E 222.97'

N75°19'58"E 217.50'

N14°40'02"W 43.93'

N14°40'02"W 38.00'

N75°19'59"E 223.10'

N75°19'59"E 248.10'

N75°19'59"E 170.00'

N14°40'02"W 15.00'

N75°19'59"E 15.00'

N14°40'02"W 24.00'

N14°40'02"W 50.00'

N14°40'02"W 14.00'

N75°19'59"E 15.00'

N14°40'02"W 15.00'

N75°19'59"E 15.00'

18' PRIVATE UTILITY EASEMENT, INGRESS-EGRESS EASEMENT AND DRAINAGE EASEMENT RECEPTION NO. 1542506

30' INGRESS-EGRESS AND DRAINAGE EASEMENT

DRAINAGE EASEMENT

SIGN EASEMENT

PARKING EASEMENT

WATER METER, FIRE HYDRANT, LIGHT POLE, & SIDEWALK EASEMENT

TELECOMMUNICATIONS EASEMENT RECEPTION NO. 1585267

30' PRIVATE UTILITY EASEMENT INGRESS-EGRESS EASEMENT RECEPTION NO. 1542506

100' UNDERGROUND ELECTRIC COMMUNICATIONS EASEMENT RECEPTION NO. 1542105

NO-BUILD EASEMENT
RECEPTION NO. 1542506

18' PRIVATE UTILITY EASEMENT, INGRESS-EGRESS EASEMENT AND DRAINAGE EASEMENT RECEPTION NO. 1542506

ELIZABETH STREET
100' DEDICATED PUBLIC R.O.W.

BASIS OF BEARINGS

LOT 1
PUEBLO CROSSING
FILING NO. 1
RECEPTION NO. 1542506

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 2500700

SHEET 2 OF 2

SUPPLEMENTAL MAP OF:
PUEBLO CROSSING FILING NO. 4

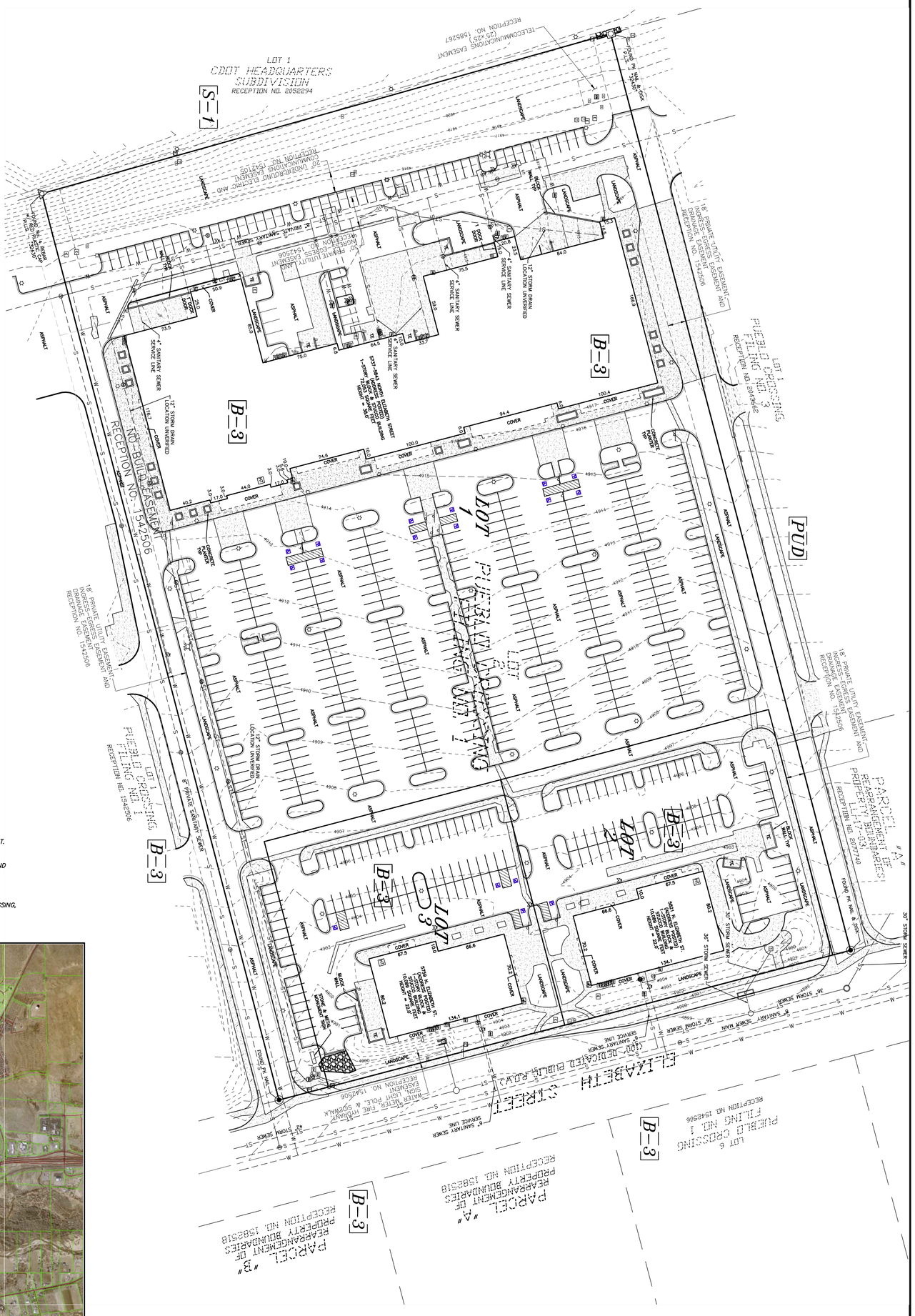
A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 27,
TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

SCALE: 1" = 50'

0 25' 50' 100'

LEGEND

- HANDICAP PARKING
- BOLLARD
- TE — TRASH ENCLOSURE
- MBX — MAILBOX
- BICYCLE RACK
- SIGN
- MANHOLE (UNKNOWN TYPE)
- STORM MANHOLE
- STORM GRATE
- CO — CLEANOUT
- SANITARY SEWER MANHOLE
- LIGHT POLE
- ELECTRIC VAULT
- EM — ELECTRIC METER
- EP — ELECTRIC POWER
- E — ELECTRICAL BOX
- GUY WIRE
- ELECTRIC POLE
- TELEPHONE VAULT
- TELEPHONE PEDESTAL
- GM — GAS METER
- WM — WATER METER
- FIRE HYDRANT
- WV — WATER VALVE
- W — WATER MANHOLE
- B-3 — CURRENT ZONING
- 4915 EXISTING CONTOUR (5 FOOT)
- 4911 EXISTING CONTOUR (1 FOOT)



BENCHMARK:

A CHISELED TRIANGLE ON EAST NOSE OF MEDIAN AT THE INTERSECTION OF EAGLERIDGE BOULEVARD AND ELIZABETH STREET.

ELEVATION = 4856.75
CITY OF PUEBLO DATUM

PER PUEBLO CROSSING, FILING NO. 1 IMPROVEMENT PLANS BY MANGINI REEVES, INC. DATED JANUARY 8, 2004.

NOTES:

1.) FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.

2.) LOCATION OF UTILITIES SHOWN HEREON PER ALTA/NSPS LAND TITLE SURVEY PREPARED BY BOOK & CLARK CORPORATION (A NV5 COMPANY) DATED OCTOBER 28, 2024 WITH LAST REVISION COMPLETED ON JANUARY 30, 2025.

3.) EXISTING CONTOURS SHOWN HEREON ARE PER PUEBLO CROSSING, FILING NO. 1 IMPROVEMENT PLANS BY MANGINI REEVES, INC. DATED JANUARY 8, 2004.

INTERSTATE NO. 25
ELIZABETH STREET
NEW ACCESS
NEW ACCESS
NEW ACCESS

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, July 9, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent: None

Staff Members Present*:* Laura Portis, Assistant City Attorney, Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner, Mikaylin Hackly, Planner, Hannah Prinzi Planner, Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey moved to approve the agenda, seconded by Boston.

Motion Passed: 7-0

Public Hearing:

2. S-25-04 Subdivision, Pueblo Crossings Fil. 4: A re-subdivision of approx. 12 acres of land known as the Pueblo Crossings Shopping Center located to the northwest of the intersection of N Elizabeth St. and Wills Blvd. Staff Report by Mikaylin Hackley, Planner.

.

Hearing: Applicant Jay Fisher was sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the subdivision application meet 2 staff conditions prior to forwarding to City Council for approval, second by Boston.

Motion Passed: 7-0

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Director Planning and Community Development

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-25-04 Pueblo Crossing, Filing No. 4

DATE: August 21, 2025

Please place the above referenced submittal on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

S-25-04

July 9, 2025

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Mikaylin Hackley, Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
SUBJECT:	Pueblo Crossings Fil. 4 Subdivision
APPLICANT:	Jay Fisher, NorthStar Engineering & Surveying Inc.
PROPERTY OWNER:	Pueblo Crossings LLC
LOCATION:	Northwest of the intersection of N Elizabeth St. and Wills Blvd
CONCURRENT REQUESTS:	MSP-25-02

REQUEST:
A re-subdivision of approx. 12 acres known as Pueblo Crossings Shopping Center to divide one lot into three.

BACKGROUND AND STAFF FINDINGS:

The subject property is a single 12-acre lot developed with three multi-tenant commercial retail buildings that the applicant is requesting to subdivide into three individual lots for financing purposes. No new structures or development is proposed at this time. The subdivision necessitated access, parking, and maintenance agreements, all of which were provided in a submitted Declaration of Easements, Covenants, Conditions, and Restrictions.

Planning staff has no concerns with the presented subdivision plat, but all final comments from the other City departments must be addressed before the plat can be presented at City Council and eventually recorded. City Wastewater had one comments on page 1 of the plat regarding the necessity of a sanitary sewer easement dedication note when no new easements are being proposed as well as two requested additions to the Declaration Document (see attached plat redlines). City Stormwater also had notes on the plat regarding the placement of a new cross-lot drainage easement as well as the dedication language on page 1 that appear to have been addressed. All Wastewater and Stormwater comments must be addressed prior to the subdivision being scheduled for City Council review and approval (see attached memo to applicant).

APPLICABLE REGULATIONS:

Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district regulations; Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

RECOMMENDED MOTION:

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation the requested Subdivision be APPROVED with the following noted:

Requests for Modifications to Requirements:	Not Applicable
Request for Deferred Filings	Not Applicable, Part II is not required for this subdivision
Plat Deficiencies:	See conditions for approval
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	Before scheduling this case for City Council, the applicant must amend the plat to meet the following conditions: 1. Redline plat and Declaration comments from City Wastewater must be addressed. 2. Redline plat comments from City stormwater must be addressed.

SITE CHARACTER AND COMPATIBILITY:

Site Character: The subject property is developed with one large retail building and two small strip malls with parking spaces and drive aisles in between.

Neighborhood Compatibility:

North: PUD (Pueblo Crossings II) Zone District; Developed with large-format retail

East: Highway and Arterial Business (B-3) Zone District; Developed with single-tenant commercial lots

South: Highway and Arterial Business (B-3) Zone District; Developed with large-format retail

West: Government Use (S-1) Zone District; Developed with CDOT office

Comprehensive Plan Compliance: The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Commercial Mixed-Use. The Commercial Mixed-Use classification calls for primary land uses of large-format retail, personal services, offices, and entertainment and secondary land uses of high-density residential.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

Minimum lot size and width: All lots would meet zone district standards for the B-3 Business Zone District, including 50’ of frontage on a public street and minimum lot area of at least 5,000 sq. ft.

REFERRAL AGENCIES AND COMMENTS:

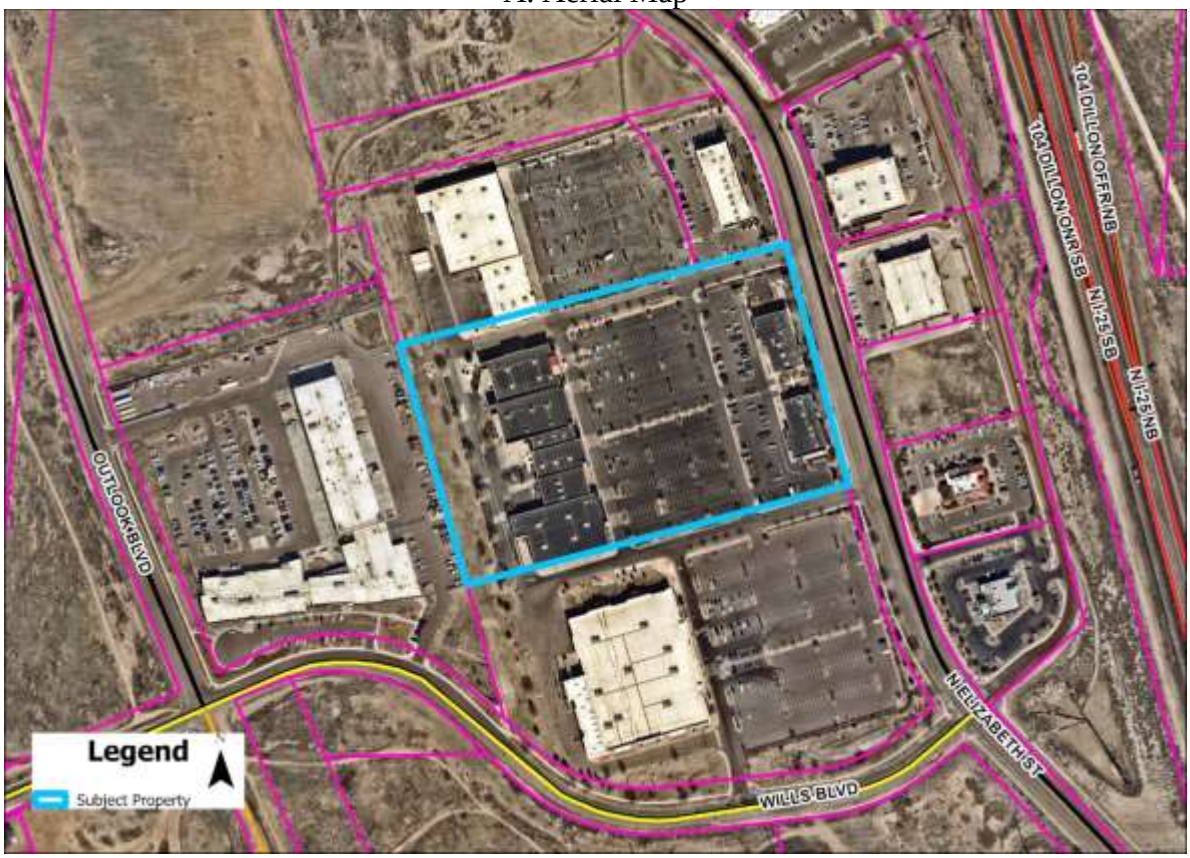
- Black Hills Energy — No comment
- CDOT — No comment
- City Fire Department — No comment
- City Law Department — No comment
- City Parks and Recreation Department — No comment
- City Public Works — No comment
- City Stormwater — See memo in attachments
- City Transportation — No comment
- City Wastewater — See memo in attachments
- Pueblo Regional Building Department — No comment

- Xcel Energy — No comment

ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo
E. Subdivision Plat
F. Supporting Documents

A. Aerial Map



B. Zoning Map

C. Comprehensive Plan Map

D. Public Notice Photo

E. Subdivision Plat & F. Supporting Documents

To see attachments, please contact Planning at planninglanduse@pueblo.us or visit us at 211 E D St.

June 24, 2025

The City Planning and Zoning Commission will hold a public hearing on requests from Jay Fisher for the approval of the following applications:

S-25-04 Subdivision, Pueblo Crossings Fil. 4: A re-subdivision of approx. 12 acres of land known as the Pueblo Crossings Shopping Center located to the northwest of the intersection of N Elizabeth St. and Wills Blvd.

The Planning and Zoning Commission meeting will be held on **July 9, 2025, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. If you cannot attend in-person, written testimony can be accepted up to 48 hours before the hearing date. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

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

June 24, 2025

The City Planning and Zoning Commission will hold a public hearing on requests from Jay Fisher for the approval of the following applications:

S-25-04 Subdivision, Pueblo Crossings Fil. 4: A re-subdivision of approx. 12 acres of land known as the Pueblo Crossings Shopping Center located to the northwest of the intersection of N Elizabeth St. and Wills Blvd.

The Planning and Zoning Commission meeting will be held on **July 9, 2025, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. If you cannot attend in-person, written testimony can be accepted up to 48 hours before the hearing date. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

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

June 24, 2025

The City Planning and Zoning Commission will hold a public hearing on requests from Jay Fisher for the approval of the following applications:

S-25-04 Subdivision, Pueblo Crossings Fil. 4: A re-subdivision of approx. 12 acres of land known as the Pueblo Crossings Shopping Center located to the northwest of the intersection of N Elizabeth St. and Wills Blvd.

The Planning and Zoning Commission meeting will be held on **July 9, 2025, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. If you cannot attend in-person, written testimony can be accepted up to 48 hours before the hearing date. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

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

June 24, 2025

The City Planning and Zoning Commission will hold a public hearing on requests from Jay Fisher for the approval of the following applications:

S-25-04 Subdivision, Pueblo Crossings Fil. 4: A re-subdivision of approx. 12 acres of land known as the Pueblo Crossings Shopping Center located to the northwest of the intersection of N Elizabeth St. and Wills Blvd.

The Planning and Zoning Commission meeting will be held on **July 9, 2025, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. If you cannot attend in-person, written testimony can be accepted up to 48 hours before the hearing date. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

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

CASE NUMBER: S-25-04

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as Pueblo Crossing Filing #4 to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

June 24, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

Owner	Street	City	State	Zip
5890 ELIZABETH ST LLC	PO BOX 675307	RANCHO SANTA FE	CA	92067-5307
CAVENDER REAL ESTATE LTD	7820 S BROADWAY AVE	TYLER	TX	75703-5241
DEPARTMENT OF TRANSPORTATION STATE	4201 E ARKANSAS AVE	DENVER	CO	80222-3406
F C P T HOLDINGS LLC + TAX DEPT.	591 REDWOOD HWY STE 1150	MILL VALLEY	CA	94941
HUTTON GROWTH OF PUEBLO EX + ATT CASSANDRA SINGLETON	736 CHERRY ST	CHATTANOOGA	TN	37402-1909
KOHLS DEPARTMENT STORES INC	P O BOX 2148	MILWAUKEE	WI	53201-2148
FATOOH/HASTINGS/HERTZ/HIGGINS/GKARPATI/LKARPATI/SISLIN , CW CAPITAL ASSET MGMT	4350 VON KARMAN AVE SUITE 200	NEWPORT BEACH	CA	92660
PUEBLO PROPERTIES LLC + C/O BRIC MANAGEMENT	8110 E 32ND ST N	WICHITA	KS	67226-2625
SYDNEY CHARLES LLC + C/O LEISLE CHUNG ,	13979 STATE HWY 83	COLORADO SPRINGS	CO	80921-3116
W L ENTERPRISES LTD	PO BOX 9024	PUEBLO	CO	81008-0024

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 8, 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 ZONING RESTRICTIONS TO REZONE 6201 AND 6205 SAWYER RIDGE DRIVE, LOTS 1-2, BLOCK 4, SAWYER RIDGE SUBDIVISION, FROM R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT TO R-2U, SINGLE FAMILY ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 6201 and 6205 Sawyer Ridge Drive, Lots 1-2, Block 4, Sawyer Ridge Subdivision, from R-2, Single Family Residential Zone District to R-2U, Single Family Residential Zone District to facilitate the construction of two single family homes that utilize reduced front yard setbacks.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant is requesting to rezone 6201 (14,380 sq. ft.) and 6205 Sawyer Ridge Drive (13,849 sq. ft.) to an R-2U zone district to bring one existing home into compliance with setback requirements, and to facilitate the construction of one future home, allowing it to benefit from reduced front yard setbacks. The existing R-2 zone district requires a 25 ft. front yard setback while the R-2U zone district allows for an 18 ft front yard setback and 20 ft front yard setback to the garage from the back of the sidewalk (not the property line). The properties were subdivided and zoned R-2 in 2005, and in 2015 a large section of the Sawyer Ridge subdivision was rezoned to R-2U. The 2015 rezone followed an irregular pattern of lots, and it appears all undeveloped lots at that time were rezoned from R-2 to R-2U to allow for smaller homes and reduced setbacks. Lots 1 and 2, Block 4 are the only two lots that remained R-2 and the only lots north of Starboard Lane that were not rezoned R-2U. While there is no mention of a rationale for the R-2U rezoning pattern, staff did speak to Joe Gagliano who designed the subdivision. Mr. Gagliano believes Lot 1 and 2 were left

zoned as R-2 because the original intent of Sawyer Ridge was large houses on large lots and both lots are larger than 13,800 sq. ft. 6205 Sawyer Ridge Drive has remained as an undeveloped lot. 6201 Sawyer Ridge Drive received a building permit in January of 2025 and was approved by staff with a reduced 18.8 ft. front yard setback from the garage to the property line. The home was completed in June of 2025 and during the final Certificate of Occupancy inspection staff noted the discrepancy, and that the home did not meet the 25-foot front yard setback, required by the R-2 Zone District. Staff spoke with the developer and discussed rezoning 6201 and 6205 Sawyer Ridge to a R-2 Zone District, to more closely match the development pattern within Block 4 of the Sawyer Ridge Subdivision. This would also bring 6201 Sawyer Ridge into compliance with R-2U front yard setbacks. The area to the south of Starboard Lane is zoned R-2 and represents larger lot development. The rest of the lots and homes to the north, east, and southeast are all zoned R-2U. Both lots meet the minimum lot width and sizes. The rezoning of Lots 1 and 2, Block 4, will create consistent zoning for all of Block 4 and allow more flexibility in the construction of the remaining lot.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 13, 2025, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-25-16 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 6201 AND 6205 SAWYER RIDGE DRIVE, LOTS 1-2, BLOCK 4, SAWYER RIDGE SUBDIVISION, FROM R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT TO R-2U, SINGLE FAMILY ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from R-2, Single Family Residential Zone District to R-2U, Single Family Residential Zone District:

Lots 1 and 2, Block 4 Sawyer Ridge Subdivision

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

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

SAWYER RIDGE SUBDIVISION

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SE 1/4 OF THE NW 1/4, A PORTION OF THE W 1/2 OF THE SE 1/4 AND PORTION OF THE E 1/2 OF THE SW 1/4 OF SECTION 2 AND A PORTION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

KNOW ALL MEN BY THESE PRESENTS: That WL Enterprises, Ltd., a New Mexico Limited Partnership, being the sole owners of the following described parcel of land:

A parcel of land being a portion of the SE 1/4 of the NW 1/4, and a portion of the W 1/2 of the SE 1/4, and a portion of the E 1/2 of the SW 1/4 of Section 2, and a portion of the NE 1/4 of the NW 1/4 of Section 11, Township 20 South, Range 65 West of the Sixth Principal Meridian, being more particularly described as follows:

BEGINNING at a point on the west line of said E½ of the SW¼ of Section 2, said point being the intersection of said west line of E 1/2 of the SW 1/4 with the westerly right of way line of Eagleridge Boulevard, from which the southwest corner of said E 1/2 of the SW 1/4 bears S 02°29'58"W (Bearings based upon the said west line of E 1/2 of the SW 1/4, monumented at each end with a 3 1/4" brass cap, P.L.S. 9009, assumed to bear N 02°29'58"E) a distance of 956.88 feet; thence N 02°29'58"E, along said west line of E½ of the SW¼, a distance of 1680.13 feet to the northwest corner of said E½ of the SW 1/4; thence N 02°29'50"E, along the west line of said SE 1/4 of the NW 1/4, a distance of 486.30 feet to a point on the southerly right of way line of Dillon Drive (formally known as Platteville Boulevard), described in that document filed for record October 5, 1992, in Book 2617 at Pages 298–299 in the records of the Pueblo County Clerk and Recorder; thence S 62°32'57"E, along said southerly right of way line, a distance of 1386.59 feet to it's intersection with the easterly right of way line of Mesa View Drive; thence along said easterly right of way line the following three (3) courses:

1. S 27°27'03"W a distance of 429.88 feet;
2. along the arc of a curve to the left, having a radius of 525.00 feet, a central angle of 72°04'55", a length of 660.49 feet;
3. S 44°37'52"E a distance of 242.72 feet to the intersection of said easterly right of way line of Mesa View Drive with the easterly right of way line of Harper Lane;

thence along said easterly right of way line of Harper Lane the following five (5) courses:

1. S 45°22'08"W a distance of 265.60 feet;
2. along the arc of a curve to the left, having a radius of 390.00 feet, a central angle of 41°19'32", a length of 281.29 feet;
3. S 04°02'36"W a distance of 450.06 feet;
4. along the arc of a curve to the right, having a radius of 450.00 feet, a central angle of 51°22'04", a length of 403.44 feet;
5. S 55°24'40"W a distance of 205.52 feet to the intersection of said easterly right of way line of Harper Lane with said westerly right of way line of Eagleridge Boulevard;

thence along said westerly right of line of Eagleridge Boulevard the following two (2) courses:

1. N 34°35'20"W a distance of 1031.22 feet;
2. along the arc of a curve to the left, having a radius of 1175.00 feet, a central angle of 8°15'05", a length of 169.22 feet to the POINT OF BEGINNING.

Said parcel contains 64.33 acres, more or less.

Has caused the aforegoing described property to be surveyed, platted and subdivided into lots and blocks and streets and has shown hereon certain easements for drainage and for all public utilities, and the same to be numbered, platted, subdivided, dimensioned and named as shown on the annexed plat, for the purpose of creating a subdivision to be known as Sawyer Ridge Subdivision.

All of the streets, easements for drainage, sidewalk and all public utilities, shown hereon, are hereby dedicated to the public for perpetual use.

Parcel "A" and Parcel "B" is hereby dedicated, as a park, to the public for perpetual use.

Parcel "C" is to be used for future development and building permits will not be issued for this parcel until a resubdivision of said Parcel "C" has been approved and utilities extended to serve the site.

Parcel "D" is hereby dedicated, for the purpose of drainage, detention and public utility, to the public for perpetual use.

A formal environmental assessment for this subdivision has not been performed; however, to the best of the undersigned owners knowledge, information, and belief, there are no known hazardous substances present within this subdivision.

Drainage facilities located within drainage easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owner(s) of the lots or parcels upon which the easements are located. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s).

Lots 1 through 36, Block 1 will require ejection pumps at basements or walk out basements.

Lots 1 through 13, Block 3 and Lots 7 through 16 and 34 through 39, Block 4 require a minimum setback of 25 feet from Mesa View Drive and Dillon Drive respectively.

In witness whereof the following have set their hand:

Wayne Lovelady — 8-5-05

WAYNE LOVELADY, GENERAL PARTNER
WL ENTERPRISES, LTD., A NEW MEXICO LIMITED PARTNERSHIP — DATE

STATE OF COLORADO)
S.S.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this 5th day of August, 2005 by Wayne Lovelady, General Partner, WL Enterprises, LTD., A New Mexico Limited Partnership.

Barbara Bravo — My Commission Expires: 06-17-06

NOTARY PUBLIC

IMPROVEMENT CERTIFICATION:

This is to certify that the Subdividers have complied with Alternate No. 4 of Title 12–4–7 (J) (1) and Section 12–4–5(b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

Daniel C Carl — 11-15-05

DIRECTOR OF PUBLIC WORKS — DATE

PLANNING COMMISSION CERTIFICATION:

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

[signature] — 08/09/05

CHAIRPERSON PLANNING COMMISSION — DATE

APPROVAL FOR RECORDING:

Approved by the City Council of Pueblo, Colorado, by Ordinance No. 7366. This is to certify that the plat of Sawyer Ridge Subdivision has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

[signature] — 11/15/2005

CITY CLERK — DATE

LAND SURVEYOR'S CERTIFICATION:

I, ROCKY L. MANGINI, a Professional Land Surveyor registered in the State of Colorado, hereby certify to WL Enterprises, Ltd. that a survey of the above described premises was conducted by me or under my direct responsible charge in October 2004 and that this plat of Sawyer Ridge Subdivision, complies with the requirements of Plats and Maps as set forth in Section 38–35.3–209 et, seq. C.R.S. 1992 and with the minimum standards for Land Surveys and Plats as set forth in Section 38–51–101 et, seq. C.R.S. 1995 (as amended).

[signature] — August 0, 2005

ROCKY L. MANGINI
PROFESSIONAL LAND SURVEYOR P.L.S. NO. 16128 — DATE

NOTICE:
Notice is hereby given that acceptance of this platted subdivision by the City of Pueblo, does not constitute an acceptance of any dedicated public roads, park, and other public improvements for maintenance by the City. Until such dedicated public roads and other parks and public improvements meet the requirements, standards and specifications of the City, its subdivision ordinance and where appropriate, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable the City Director of Parks and Recreation, the maintenance, construction, and all other matters pertaining to or affecting said dedicated public roads, parks and other public improvements and rights–of–way are the sole responsibility of the Subdivider or any subsequent owner(s) of the land within this subdivision. City does not accept the private roads, easements and facilities dedicated hereon, nor shall the City be obligated to maintain, construct or repair such private roads, easements, and facilities.

NOTES:

1. A search for recorded rights of way and easements was done by Lawyers Title Insurance Corporation, Commitment No. LTPB0000942, having an effective date of January 28, 2005 at 7:00 A.M.
2. Bearings based on the west line of the E 1/2 of the SW 1/4 of Section 2, Township 20 South, Range 65 West of the Sixth Principal Meridian, monumented at each end with a 3 1/4" brass cap P.L.S. No. 9009, assumed to bear S 02°29'58"E.

NOTICE:
According to C.R.S. 13–80–105, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certificate shown hereon.

1648360
Page: 1 of 2
11/15/2005 02:52P
Chris C. Munoz PuebloCtyClk&Rec PLAT R 21.00 D 0.00

#	DATE	REVISIONS (COMMENTS)	CHECKED BY
1	2-18-05	COMMENTS 2-17-05 LAND USE ADM. COMMENTS 2-23-05 PUBLIC WORKS ENG. COMMENTS 2-17-05 PUBLIC WORKS TRAFFIC ENG.	RMS

Mangini Reeves, Inc.
Professional Engineers and Professional Land Surveyors
4718 North Elizabeth St. – Pueblo, CO
(719) 544–0865 Fax (719) 544–0876

OWNER/TITLE: W.L. ENTERPRISES	
JOB DESCRIPTION: SAWYER RIDGE SUBDIVISION	
DETAILED BY: RMS	DATE: 2–7–05
JOB NUMBER: 04–427	SCALE: 1" = 100'
FILE NAME: 04427SUB	SHEET NO. 1 OF 2
REF JOB NO.:	

SAWYER RIDGE SUBDIVISION

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SE 1/4 OF THE NW 1/4, A PORTION OF THE W 1/2 OF THE SE 1/4 AND PORTION OF THE E 1/2 OF THE SW 1/4 OF SECTION 2 AND A PORTION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

TEXT LEGEND	SYMBOL LEGEND
N.V.A. = NO VEHICULAR ACCESS	● = FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP P.L.S. NO. 16128 ○ = SET NO. 4 REBAR WITH YELLOW PLASTIC CAP P.L.S. NO. 16128 △ = SET NO. 6 REBAR WITH 2 ½" ALUMINUM CAP IN A CAST IRON MONUMENT BOX ◈ = EJECTOR PUMP REQUIRED AT BASEMENT OR WALK OUT BASEMENT

SCALE: 1" = 100'

100' 50' 0 100' 200' 300'

SCALE IN FEET

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.14	N 83°42'30"E
L2	7.19	N 85°57'24"W
L3	19.71	N 04°02'36"E
L4	29.81	N 55°00'17"E
L5	70.95	N 46°53'07"E
L6	30.00	S 36°27'02"E
L7	25.00	S 31°40'16"W
L8	9.88	S 27°27'03"W
L9	9.88	S 27°27'03"W
L10	10.71	S 35°14'22"W
L11	10.00	S 39°22'52"E
L12	15.01	S 22°13'33"E
L13	16.94	S 22°13'33"E
L14	13.31	N 87°30'02"W
L15	12.33	S 12°05'03"E
L16	19.12	S 06°54'31"E
L17	19.70	S 27°27'03"W
L18	5.53	N 87°30'02"W
L19	8.70	S 59°28'13"W
L20	9.88	S 27°27'03"W
L21	26.96	S 62°32'57"E
L22	5.53	S 87°30'02"E
L23	12.45	S 62°32'57"E
L24	8.33	S 87°30'02"E
L25	59.84	S 87°30'02"E
L26	68.17	S 87°30'02"E
L27	75.00	S 87°30'02"E
L28	5.52	N 55°24'40"E
L29	7.19	S 85°57'24"E
L30	25.00	N 13°42'30"E
L31	11.08	S 46°33'55"E
L32	16.94	S 46°33'55"E
L33	37.69	S 02°29'58"W
L34	41.46	S 62°32'57"E
L35	27.68	S 87°30'02"E
L36	3.50	S 62°32'57"E
L37	30.00	N 87°30'02"W
L38	39.42	S 62°32'57"E
L39	60.92	S 62°32'57"E
L40	8.56	S 73°26'21"E
L41	22.77	S 88°36'11"E
L42	26.14	S 88°36'11"E
L43	13.83	N 46°56'53"E
L44	16.08	N 46°56'53"E
L45	21.96	N 02°29'58"E
L46	53.04	N 02°29'58"E
L47	81.86	S 73°26'21"E
L48	48.91	S 88°36'11"E
L49	29.91	N 46°56'53"E
L50	75.00	N 02°29'58"E
L51	30.02	N 62°32'57"W
L52	21.77	N 62°32'57"E
L53	21.77	S 62°32'57"E
L54	30.02	S 62°32'57"E
L55	25.00	N 78°01'35"W
L56	16.47	N 02°29'58"E
L57	10.00	S 62°32'57"E
L58	3.50	S 62°32'57"E
L59	30.00	S 89°40'56"E
L60	30.00	S 36°27'02"E
L61	22.00	S 53°32'56"W
L62	39.88	S 27°27'03"W
L63	48.03	S 73°26'21"E
L64	25.28	S 73°26'21"E
L65	33.88	S 85°57'24"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	60.17	230.00	14°59'22"
C2	60.17	230.00	14°59'22"
C3	36.35	450.00	4°37'40"
C4	56.05	450.00	7°08'13"
C5	56.05	450.00	7°08'13"
C6	56.05	450.00	7°08'13"
C7	56.05	450.00	7°08'13"
C8	56.05	450.00	7°08'13"
C9	7.95	450.00	1°00'46"
C10	58.59	605.00	5°32'55"
C11	58.59	605.00	5°32'55"
C12	58.59	605.00	5°32'55"
C13	58.59	605.00	5°32'55"
C14	58.59	605.00	5°32'55"
C15	58.59	605.00	5°32'55"
C16	58.59	605.00	5°32'55"
C17	58.59	605.00	5°32'55"
C18	68.27	705.00	5°32'55"
C19	68.27	705.00	5°32'55"
C20	68.27	705.00	5°32'55"
C21	68.27	705.00	5°32'55"
C22	68.27	705.00	5°32'55"
C23	56.66	765.00	4°14'37"
C24	56.66	765.00	4°14'37"
C25	56.66	765.00	4°14'37"
C26	56.66	765.00	4°14'37"
C27	56.66	765.00	4°14'37"
C28	56.66	765.00	4°14'37"
C29	56.66	765.00	4°14'37"
C30	56.66	765.00	4°14'37"
C31	135.36	230.00	33°43'15"
C32	18.72	230.00	4°39'50"
C33	69.10	230.00	17°12'51"
C34	47.54	230.00	11°50'33"
C35	NOT USED		
C36	100.26	230.00	24°58'29"
C37	23.52	230.00	5°51'28"
C38	7.56	705.00	0°36'53"
C39	14.92	52.00	16°26'21"
C40	37.14	52.00	40°55'32"
C41	45.25	52.00	49°51'17"
C42	45.25	52.00	49°51'17"
C43	93.12	52.00	102°35'56"
C44	63.96	230.00	15°56'04"
C45	28.04	230.00	6°59'02"
C46	26.78	170.00	9°01'29"
C47	41.22	170.00	13°53'37"
C48	79.35	170.00	26°44'42"
C49	20.23	230.00	5°02'22"
C50	26.38	230.00	6°34'21"
C51	92.00	230.00	22°55'06"
C52	68.00	170.00	22°55'06"
C53	53.50	52.00	58°56'44"
C54	47.27	52.00	52°05'13"
C55	48.49	52.00	53°25'34"
C56	45.00	52.00	49°34'58"
C57	68.51	52.00	75°29'22"
C58	20.08	470.00	2°26'50"
C59	46.03	230.00	11°28'03"
C60	13.32	765.00	0°59'51"
C61	44.17	52.00	48°40'10"
C62	43.93	52.00	48°24'17"
C63	43.28	52.00	47°41'29"
C64	44.58	52.00	49°06'58"

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C65	43.00	52.00	47°22'45"
C66	43.81	52.00	48°16'13"
C67	17.73	52.00	19°31'52"
C68	60.38	52.00	66°31'58"
C69	35.52	52.00	39°08'04"
C70	35.52	52.00	39°08'04"
C71	35.52	52.00	39°08'04"
C72	60.38	52.00	66°31'58"
C73	17.73	52.00	19°31'52"
C74	72.60	52.00	79°59'39"
C75	43.60	52.00	48°02'19"
C76	39.46	52.00	43°28'25"
C77	44.87	52.00	49°26'34"
C78	62.24	52.00	68°34'54"
C79	18.00	170.00	6°04'00"
C80	18.30	170.00	6°10'03"
C81	56.72	170.00	19°06'54"
C82	17.32	170.00	5°50'11"
C83	31.82	390.00	4°40'27"
C84	38.80	230.00	9°39'54"
C85	54.11	230.00	13°28'47"
C86	56.55	530.00	6°06'47"
C87	52.31	530.00	5°39'18"
C88	36.39	52.00	42°17'39"
C89	46.50	52.00	51°14'08"
C90	46.50	52.00	51°14'08"
C91	46.50	52.00	51°14'08"
C92	46.50	52.00	51°14'08"
C93	36.39	52.00	42°17'39"
C94	13.54	230.00	3°22'25"
C95	57.15	230.00	14°14'13"
C96	29.47	230.00	7°20'27"
C97	38.12	170.00	12°50'54"
C98	50.37	170.00	16°58'30"
C99	49.70	52.00	54°45'56"
C100	40.84	52.00	45°00'00"
C101	40.84	52.00	45°00'00"
C102	40.84	52.00	45°00'00"
C103	40.84	52.00	45°00'00"
C104	49.70	52.00	54°45'56"
C105	30.03	230.00	7°28'50"
C106	38.03	230.00	9°28'27"
C107	52.30	52.00	57°37'52"
C108	39.54	52.00	43°34'02"
C109	39.54	52.00	43°34'02"
C110	39.54	52.00	43°34'02"
C111	39.54	52.00	43°34'02"
C112	52.30	52.00	57°37'52"
C113	116.00	200.00	33°13'54"
C114	80.00	200.00	22°55'06"
C115	66.19	200.00	18°57'44"
C116	49.10	200.00	14°04'02"
C117	38.18	230.00	9°30'38"
C118	1.27	605.00	00°07'13"

RADIAL BEARING TABLE	
RADIAL LINE	BEARING
R1	N 01°13'09" W
R2	N 71°41'17" W
R3	S 43°56'54" E
R4	S 28°57'32" E
R5	S 27°18'53" E
R6	N 82°12'59" E
R7	N 07°47'01" W
R8	S 01°15'03" W
R9	S 00°48'37" W
R10	S 01°03'50" E
R11	N 46°34'43" E
R12	S 42°07'30" W
R13	S 47°09'35" W
R14	S 44°28'13" W
R15	N 86°50'23" E
R16	N 08°58'05" W
R17	S 74°36'56" E
R18	S 04°08'48" E
R19	N 23°57'27" W
R20	N 62°11'05" W
R21	S 19°39'18" W
R22	S 46°46'39" E
R23	N 77°10'29" W
R24	S 19°49'43" W
R25	N 57°15'54" E
R26	S 52°15'58" E
R27	N 57°15'54" E
R28	S 52°15'58" E
R29	N 57°15'54" E
R30	S 52°15'58" E
R31	N 62°41'07" E
R32	S 61°27'15" E
R33	N 37°44'02" E
R34	S 32°44'06" E
R35	N 45°29'21" E

EASEMENT LEGEND

20' PUBLIC UTILITY AND DRAINAGE EASEMENT (TYPICAL AT SHADED AREAS)

(EASE) = 10'

10' PUBLIC UTILITY EASEMENT

(P.U.E.) = 5'

TYPICAL SIDEWALK EASEMENT UNLESS NOTED OTHERWISE (NOT TO SCALE)

SIDEWALK EASEMENT (NOT TO SCALE)

EXISTING: A-1 ZONE DISTRICT

PROPOSED: R-2 ZONE DISTRICT

MONUMENTATION DETAIL (NOT TO SCALE)

1648360
Page: 2 of 2
11/15/2005 02:52
Chris C. Munoz PuebloCtyClk&Rec PLAT R 21.00 D 0.00

Mangini Reeves, Inc.
Professional Engineers and Professional Land Surveyors
4718 North Elizabeth St. – Pueblo, CO
(719) 544-0865 Fax (719) 544-0676

#	DATE	REVISIONS (COMMENTS)	CHECKED BY
1	2-18-05	COMMENTS 2-17-05 LAND USE ADM. COMMENTS 2-23-05 PUBLIC WORKS ENG. COMMENTS 2-17-05 PUBLIC WORKS TRAFFIC ENG.	RMS
2	3-1-05	FRONTAGE CHANGES TO LOTS 22-33	RMS
3	3-14-05	COMMENTS 3-11-05 PUBLIC WORKS TRAFFIC ENG.	RMS
4	8-2-05	STREET NAME CHANGES	RMS
5	10-18-05	STREET NAME CHANGES	RMS

OWNER/TITLE:	W.L. ENTERPRISES
JOB DESCRIPTION:	SAWYER RIDGE SUBDIVISION
DETAILED BY: RMS	DATE: 2-7-05
JOB NUMBER: 04-427	SCALE: 1" = 100'
FILE NAME: 04427SUB	SHEET NO. 2 OF 2
REF JOB NO.:	

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, August 13, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent: None

Staff Members Present*:* Laura Portis, Assistant City Attorney, Beritt Odom, Director of Planning and Community Development; Wade Broadhead, Senior Planner, Mikaylin Hackly, Planner, Hannah Prinzi Planner, and Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey moved to continue A-25-01 to the September 10, 2025, meeting and approve the agenda as amended, seconded by Boston.

Motion Passed: 7-0

Public Hearing:

6. Z-25-16 Rezone: 6201 and 6205 Sawyer Ridge Dr. A Rezone of approximately 28,000 sq ft from R-2, Single-Family Residential, to R-2U, Single-Family Residential, Lots 1 and 2, Block 4, Sawyer Ridge Subdivision. Staff Report by Wade Broadhead, Sr. Planner.

Hearing: Applicant Victor Quintana was sworn in and spoke in support on the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the rezoning application be forwarded to City Council seconded by Boston.

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Z-25-16

August 13, 2025

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Wade Broadhead, Sr. Planner
THROUGH:	Beritt Odom, Interim Director of Planning and Community Development
SUBJECT:	Rezone from Single Family Residential (R-2) Zone District to Single Family Residential (R-2U) Zone District
APPLICANT:	Pannunizo, Inc
PROPERTY OWNER:	Pannunzio Inc (6205 Sawyer Ridge Dr.)
LOCATION:	6201 and 6205 Sawyer Ridge Drive
CONCURRENT REQUESTS:	None

REQUEST:
The developer is applying to rezone 6201 and 6205 Sawyer Ridge Dr., Lots 1-2, Block 4, Sawyer Ridge Subdivision, from R-2 to a R-2U Zone District to facilitate the construction of two single family homes that utilize reduced front yard setbacks.

BACKGROUND AND ANALYSIS:

Pannunizo Inc., is requesting to rezone 6201 (14,380 sq. ft.) and 6205 Sawyer Ridge Drive (13,849 sq. ft.) to an R-2U zone district to bring one existing home into compliance with setback requirements, and to facilitate the construction of one future home, allowing it to benefit from reduced front yard setbacks. The existing R-2 zone district requires a 25 ft. front yard setback while the R-2U zone district allows for an 18 ft front yard setback and 20 ft front yard setback to the garage from the back of the sidewalk (not the property line).

The properties were subdivided and zoned R-2 in 2005, and in 2015 a large section of the Sawyer Ridge subdivision was rezoned to R-2U. The 2015 rezone followed an irregular pattern of lots, and it appears all undeveloped lots at that time were rezoned from R-2 to R-2U to allow for smaller homes and reduced setbacks. Lots 1 and 2, Block 4 are the only two lots that remained R-2 and the only lots north of Starboard Lane that were not rezoned R-2U. While there is no mention of a rationale for the R-2U rezoning pattern, staff did speak to Joe Gagliano who designed the subdivision. Mr. Gagliano believes Lot 1 and 2 were left zoned as R-2 because the original intent of Sawyer Ridge was large houses on large lots and both lots are larger than 13,800 sq. ft.

6205 Sawyer Ridge Dr. has remained as an undeveloped lot. 6201 Sawyer Ridge Dr. received a building permit in January of 2025 and was approved by staff with a reduced 18.8 ft. front yard setback from the garage to the property line. The home was completed in June of 2025 and during the final Certificate of Occupancy inspection staff noted the discrepancy, and that the home did not meet the 25-foot front yard setback, required by the R-2 Zone District. Staff spoke with the developer and discussed rezoning 6201 and

6205 Sawyer Ridge to a R-2 Zone District, to more closely match the development pattern within Block 4 of the Sawyer Ridge Subdivision. This would also bring 6201 Sawyer Ridge into compliance with R-2U front yard setbacks.

The area to the south of Starboard Lane is zoned R-2 and represents larger lot development. The rest of the lots and homes to the north, east, and southeast are all zoned R-2U. Both lots meet the minimum lot width and sizes. The rezoning of Lots 1 and 2, Block 4, will create consistent zoning for all of Block 4 and allow more flexibility in the construction of the remaining lot.

SITE CHARACTER AND COMPATIBILITY

Site Character: The rezoning site is currently developed with a detached residences at 6201 Sawyer Ridge Rd and an undeveloped lot at 6205 Sawyer Ridge Rd, 6201 Sawyer Ridge Rd is landscaped with a property boundary fence.

Neighborhood Compatibility:

North: R-2U, developed with single-family residences
East: R-2U, developed with single-family residences
South: R-2, undeveloped platted prairie
West: R-2, undeveloped prairie, Parcel A and Parcel B are dedicated for parks.

Comprehensive Plan Compliance: The proposed rezoning area is designated as Suburban Neighborhood and Neighborhood Mixed Use by the "Pueblo Regional Comprehensive Plan, 2022." According to the Comprehensive Plan, Suburban Neighborhoods are generally located on the fringes of Pueblo with densities of 2-5 dwelling units per acre. Suburban neighborhoods are predominately single family detached and attached homes on similarly sized lots and future development accommodates a similar mix of lot sizes and housing types. Neighborhoods have curvilinear streets and cul-de-sacs are typical in suburban neighborhoods built between the 1950s and 2000s. New neighborhoods should be designed with a mix of housing types. Pedestrian and bicycle connectivity should be provided within and between neighborhoods. Transit service is generally limited in coverage and range due to lower densities associated with most suburban neighborhoods.

The rezone will comply with the comprehensive plan by furthering traditional suburban development characterized by single-family homes on individual lots.

ZONING AMENDMENT TEST

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

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

❑ Comments **Guiding Principal 1 of the 2022 Pueblo Regional Comprehensive Plan states "rising housing costs and a constrained housing supply have made it increasingly difficult for many people to find housing that meets their needs, at a price they can afford" (p. 18). Goal 1.1 of the plan is to "expand housing options to meet the needs of existing and future residents of all ages, abilities, and income levels" (p.19).**

The proposed rezoning will reduce the setbacks to allow the existing constructed house to conform with setbacks and allow any future home on 6205 Sawyer Ridge Dr to match 6201 and the neighborhood in general.

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

❑ Comments **Not Applicable**

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

❑ Comments **Not Applicable**

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

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

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

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

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

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

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

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

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

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

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

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

❑ Comments **The plot plan was submitted for 6201 Sawyer Ridge Dr.**

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

❑ Comments **6201 Sawyer Ridge is complete, no timeframe on construction of 6205 Sawyer Ridge.**

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

❑ Comments **Developer has improved all of Sawyer Ridge Subdivision to date.**

Residential Charter Neighborhood (R-2U) Zone District Standards:
Performance standards in the R-2U are as follows:

a. The minimum front yard setback shall be eighteen (18) feet. The garage and the required off-street parking space for the lot shall be at least twenty (20) feet from the back of the public sidewalk.
b. Unless located beneath a habitable room or story, unenclosed porches, even if the porch is covered by a roof, may encroach up to eight (8) feet into the front yard setback.
c. A minimum lot area of four thousand five hundred (4,500) square feet is permissible when utilized within a block of mixed lot widths. The average lot area of the block, however, shall be at least five thousand (5,000) square feet. Alternative lot width configurations may be as narrow as forty-five (45) feet, but the average lot width of the block shall be no less than fifty (50) feet. Lot depth shall not exceed three (3) times the average lot width unless the lot abuts an alley.
d. Driveways shall be located to provide at least one (1) on-street parking space per lot within the block except lots on the turning circle of cul-de-sacs. The City Traffic Engineer shall approve all driveway curb cut locations on corner lots as provided in Section 17-4-44(h) of this Code before a building permit is issued for such lot.
e. Notwithstanding anything to the contrary in the Roadway Classification Design Standards and Policies for the City of Pueblo, adopted by Resolution 10264, or as the same may be subsequently amended, local public streets shall neither be wider than thirty-two (32) feet nor narrower than thirty (30) feet, as measured from flow-line to flow-line.
f. Homeowners' associations or individual property owners shall be responsible to install and maintain all landscaping in public rights-of-way adjoining their respective lots.

The front of the existing garage at 6201 Sawyer Ridge is located 24.5 ft away from the back of the sidewalk as measured by staff and meets the R-2U zone district regulations. The lot at 6205 will be able to conform with district regulations and the reduced setback will allow a more efficient use of the home. Both lots are over 13,800 sq. ft. and exceed the 5,000 ft minimum. Staff measured the eighteen homes that fronted Sawyer Ridge Dr north of Starboard Lane and they averaged approximately 66 linear feet frontages. Lots 1 and 2 Sawyer Ridge Dr. are 180 linear feet deep so they are less than three times as deep as the average lot width (66 ft x 3 equals 198 ft) and conform with performance standard C above.

RECOMMENDED ACTION:

If the Planning and Zoning Commission makes the necessary findings, a recommendation to City Council for approval of the rezone request is appropriate.

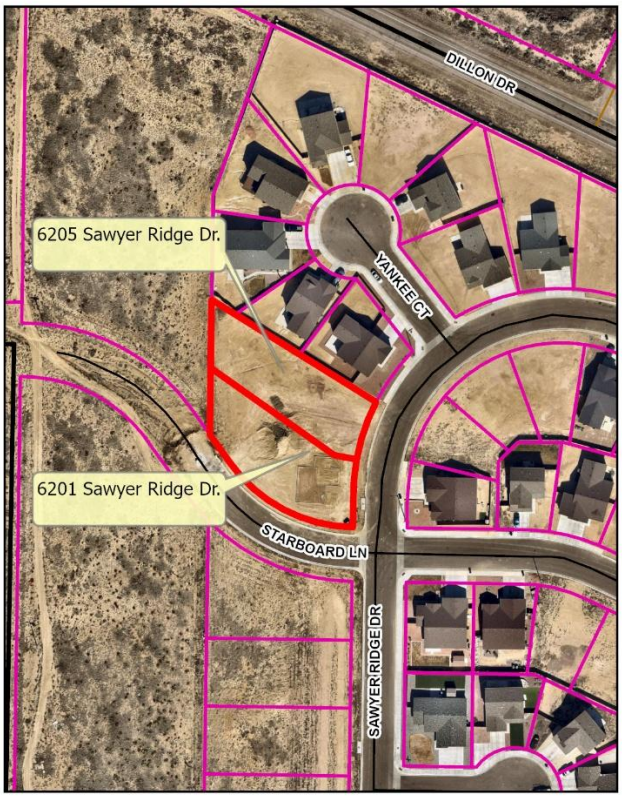
REFERRAL AGENCIES AND COMMENTS:

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

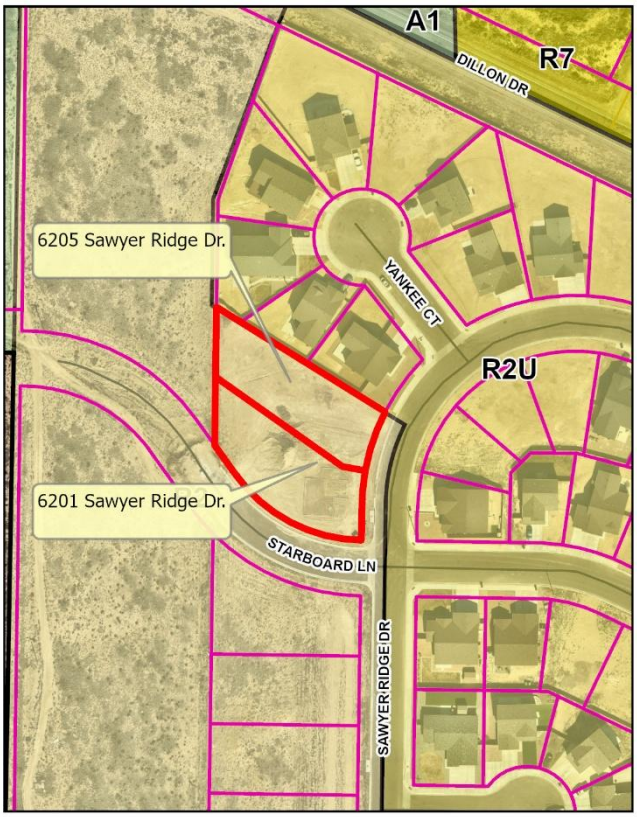
ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo and Site Photos
E. Public Notice and Site Photographs
F. Rezoning Exhibit
G. Supporting Documents

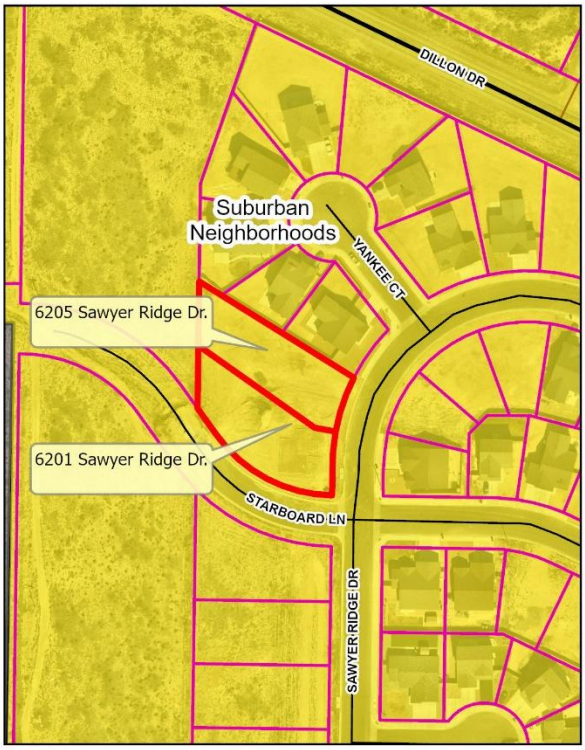
A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



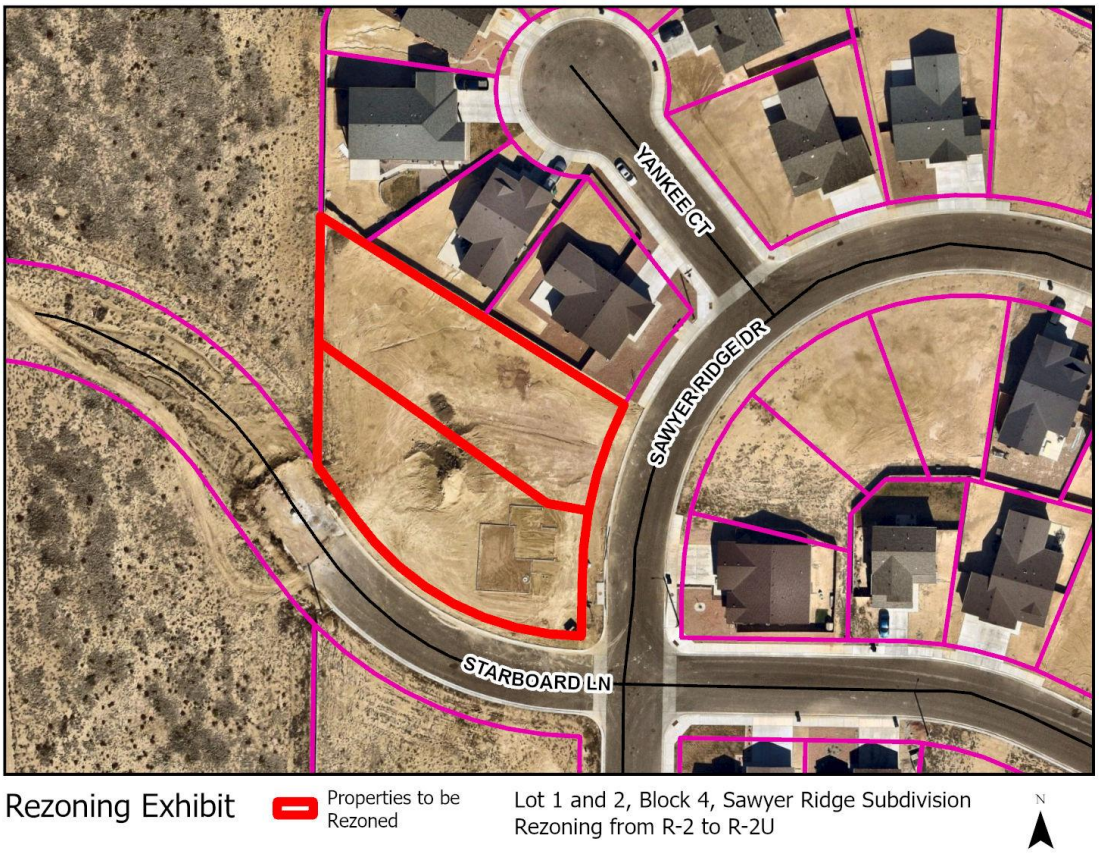
D. Public Notice Photo

6201 Sawyer Ridge public notice and site photograph. Looking west from Sawyer Ridge

D. 6201 Sawyer Ridge Dr. looking west from Sawyer Ridge Drive

D. 6205 Sawyer Ridge Dr. looking west from Sawyer Ridge Drive

D. 6201 Sawyer Ridge Drive photo showing 24.5’ setback from garage to back of sidewalk.



E. Rezoning exhibit showing an aerial map highlighting Lots 1 and 2, Block 4, Sawyer Ridge Subdivision to be rezoned from R-2 to R-2U.

Attachment F Supporting Documents: To access the supporting documents, please contact the Planning and Community Development Department at 211 E. D Street, 719-553-2280, or wbroadhead@pueblo.us

July 24, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Pannunzio Inc. for the recommendation of the following application, located at 6201 and 6205 Sawyer Ridge Drive

Z-25-16: rezone 6201 and 6205 Sawyer Ridge Drive., approximately 28,000 sq. ft. from R-2, One and Two-Family Residential, to R-2U, Single Family Residential Neighborhood.

The Planning and Zoning Commission meeting will be held on August 13th, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You are welcome to attend the meeting to express your viewpoint regarding this application. **To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing.** Please contact the planner listed below if you have questions.

Beritt Odom, Interim Director
Planning & Community Development
By **Wade Broadhead,** Sr. Planner
(719) 553-2280

July 24, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Pannunzio Inc. for the recommendation of the following application, located at 6201 and 6205 Sawyer Ridge Drive

Z-25-16: rezone 6201 and 6205 Sawyer Ridge Drive., approximately 28,000 sq. ft. from R-2, One and Two-Family Residential, to R-2U, Single Family Residential Neighborhood.

The Planning and Zoning Commission meeting will be held on August 13th, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You are welcome to attend the meeting to express your viewpoint regarding this application. **To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing.** Please contact the planner listed below if you have questions.

Beritt Odom, Interim Director
Planning & Community Development
By **Wade Broadhead,** Sr. Planner
(719) 553-2280

July 24, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Pannunzio Inc. for the recommendation of the following application, located at 6201 and 6205 Sawyer Ridge Drive

Z-25-16: rezone 6201 and 6205 Sawyer Ridge Drive., approximately 28,000 sq. ft. from R-2, One and Two-Family Residential, to R-2U, Single Family Residential Neighborhood.

The Planning and Zoning Commission meeting will be held on August 13th, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You are welcome to attend the meeting to express your viewpoint regarding this application. **To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing.** Please contact the planner listed below if you have questions.

Beritt Odom, Interim Director
Planning & Community Development
By **Wade Broadhead,** Sr. Planner
(719) 553-2280

July 24, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Pannunzio Inc. for the recommendation of the following application, located at 6201 and 6205 Sawyer Ridge Drive

Z-25-16: rezone 6201 and 6205 Sawyer Ridge Drive., approximately 28,000 sq. ft. from R-2, One and Two-Family Residential, to R-2U, Single Family Residential Neighborhood.

The Planning and Zoning Commission meeting will be held on August 13th, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You are welcome to attend the meeting to express your viewpoint regarding this application. **To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing.** Please contact the planner listed below if you have questions.

Beritt Odom, Interim Director
Planning & Community Development
By **Wade Broadhead,** Sr. Planner
(719) 553-2280

CASE NUMBER: Z-25-16

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at 6201 & 6205 Sawyer Ridge Dr. to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

July 25, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

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

July 25, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

Owner	OwnerStree	OwnerCity	Own	OwnerZip
COLONG CHERRY MAE	6228 SAWYER RIDGE DR	PUEBLO	CO	81008
DAVISSON BRUCE A	2323 STEAMBOAT CT	PUEBLO	CO	81008-9715
EGAN WALTER FRANCIS	2321 STARBOARD LN	PUEBLO	CO	81008-9716
FOWLER CODY JON/FOWLER MARLA CYTHIA	2413 YANKEE CT	PUEBLO	CO	81008
GALVAN-HERNANDEZ RICARDO	2405 YANKEE CT	PUEBLO	CO	81008
KATUURAMU DENNIS NDAHURA	6209 SAWYER RIDGE DR	PUEBLO	CO	81008
KNOCK RYAN MICHAEL	2315 STEAMBOAT CT	PUEBLO	CO	81008-9715
LIVINGSTON KYLIE LYNN/LIVINGSTON GU	6202 SAWYER RIDGE DR	PUEBLO	CO	81008-9717
MAES MICHAEL LEE II/CHARITY RAE	2414 YANKEE CT	PUEBLO	CO	81008-9721
PANNUNZIO INC	200 W CITY CENTER DR STE	PUEBLO	CO	81003-1024
PEREZ LAWRENCE M	2409 YANKEE CT	PUEBLO	CO	81008
SPANGLER COOPER RENTALS LLC	1315 E KIVA DR	PUEBLO W	CO	81007-1281
SUMMERS CHARLES THOMAS	2317 STARBOARD LANE	PUEBLO	CO	81008
SYKES BRIAN ANTHONY + SOSA SONIA A	2406 YANKEE COURT	PUEBLO	CO	81008
TOWER BERGETTA / TOWER MICHAEL	2322 STARBOARD LN	PUEBLO	CO	81008
VODOPICH MILES / VODOPICH DONNA	2328 STARBOARD LN	PUEBLO	CO	81008-9716
WHITHAM FARMS LLC	816 PTARMIGAN RUN	LOVELAND	CO	80538-1830

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 8, 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 SECTION TWENTY-THREE OF CHAPTER FOUR OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO ACCESSORY BUILDINGS AND STRUCTURES

SUMMARY:

Attached for consideration is a text amendment that will update Chapter 4 of Title XVII of the Pueblo Municipal Code relating to architectural compatibility standards for attached accessory buildings and structures.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

As written, the Pueblo Municipal Code requires that all attached accessory structures (i.e., garages, carports, porches, and decks) be “architecturally compatible” with the principal structure, meaning “constructed of similar material and details, which shall include similar siding material and color, and similar roofing material, color and pitch.” Through this text amendment, staff proposes that this strict compatibility requirement is overly prohibitive for certain attached accessory structures, specifically those structures that 1) have a roof pitch no greater than 2:12, 2) have no more than 3 enclosed sides, and 3) are placed to the side or rear of their principal structure. The roof material on structures with a maximum pitch of 2:12 is not visible at eye level; therefore, any nonmatching material on an accessory structure with that pitch would not disrupt the visual uniformity of a property. Additionally, common roofing materials for principal structures, namely shingles, can be both cost prohibitive and difficult—if not structurally impossible—to install on structures with low-pitch roofs. By allowing flexibility in roof material, more property owners could develop their properties with desirable attached accessory structures. Considering this, staff posits that requiring such structures to simply “match or be complimentary in color to the principal structure” will achieve the intent of the accessory structure code by maintaining the visual aesthetics of the

property while also making development of accessory structures more attainable for property owners.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 13, 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, Title XVII of the Pueblo Municipal Code will not be amended to reflect the proposed change to compatibility standards for accessory buildings and structures.

RECOMMENDATION:

Approve the proposed Ordinance.

ATTACHMENTS:

1. TA-25-02 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION TWENTY-THREE OF CHAPTER FOUR OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO ACCESSORY BUILDINGS AND STRUCTURES

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

SECTION 1.

Section 17-4-23 (b) of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-4-23. Accessory buildings and structures

. . .

(b) Attached accessory structures, including but not limited to private garages, carports, porches and decks, built as an integral part of the principal structure shall not be subject to size limitations, provided that they are smaller than the habitable portion of the principal structure. Attached accessory structures shall be attached to and shall not exceed the height of the principal structure. [architecturally compatible with the principal structure, and shall not exceed the height of the principal structure.] Attached accessory structures shall be architecturally compatible with the principal structure (as defined in Sec. 17-4-23 (c) (5) b.) unless they meet the following criteria, in which case only the color of the accessory structure must match or be complimentary to the principal structure:

1. The structure has a roof pitch no greater than 2:12,
2. The structure is enclosed on no more than three (3) sides, and
3. The structure is located to the side or the rear of the principal structure

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately 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 _____.

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

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

city of PUEBLO colorado

Planning & Zoning Commission

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, August 13, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent: None

Staff Members Present*:* Laura Portis, Assistant City Attorney, Beritt Odom, Director of Planning and Community Development; Wade Broadhead, Senior Planner, Mikaylin Hackly, Planner, Hannah Prinzi Planner, and Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey moved to continue A-25-01 to the September 10, 2025, meeting and approve the agenda as amended, seconded by Boston.

Motion Passed: 7-0

Public Hearing:

1. TA-25-02 Text Amendment: An Ordinance amending sections of the Pueblo Municipal Code Section 17-4-23 relating to architectural compatibility of accessory structures.

.

Hearing: Mikaylin Hackley provided staff report. Kathleen Herrera was sworn in and spoke in support of the text amendment. No one spoke in opposition

Commission Action: Bailey moved to recommend the Text Amendment application be forwarded to City Council for approval, second by Spinuzzi.

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

TA-25-02

August 13, 2025

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Mikaylin Hackley, Planner
THROUGH:	Beritt Odom, Interim Director of Planning and Community Development
SUBJECT:	AN ORDINANCE AMENDING SECTION TWENTY-THREE OF CHAPTER FOUR OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO ACCESSORY BUILDINGS AND STRUCTURES

BACKGROUND AND ANALYSIS:

The proposed text amendment is intended to ease architectural compatibility standards for attached accessory structures with a roof pitch of 2:12 or smaller to reduce permitting barriers in situations where such flexibility would not visually detract from the neighborhood.

As written, the Pueblo Municipal Code requires that all attached accessory structures (i.e., garages, carports, porches, and decks) be "architecturally compatible" with the principal structure, meaning "constructed of similar material and details, which shall include similar siding material and color, and similar roofing material, color and pitch." Through this text amendment, staff proposes that this strict compatibility requirement is overly prohibitive for certain attached accessory structures, specifically those structures that 1) have a roof pitch no greater than 2:12, 2) have no more than 3 enclosed sides, and 3) are placed to the side or rear of their principal structure.

The roof material on structures with a maximum pitch of 2:12 is not visible at eye level; therefore, any non-matching material on an accessory structure with that pitch would not disrupt the visual uniformity of a property. Additionally, common roofing materials for principal structures, namely shingles, can be both cost prohibitive and difficult—if not structurally impossible—to install on structures with low-pitch roofs. By allowing flexibility in roof material, more property owners could develop their properties with desirable attached accessory structures. Considering this, staff posits that requiring such structures to simply "match or be complimentary in color to the principal structure" will achieve the intent of the accessory structure code by maintaining the visual aesthetics of the property while also making development of accessory structures more attainable for property owners.

RECOMMENDED ACTION:

If the Planning and Zoning Commission finds the proposed Text Amendment is appropriate, staff recommends a recommendation of APPROVAL of the Text Amendment to be forwarded to City Council.

ATTACHMENTS:

A. Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION TWENTY-THREE OF CHAPTER FOUR OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO ACCESSORY BUILDINGS AND STRUCTURES

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

(brackets indicate matter being deleted, underscoring indicating matter being added)

SECTION 1.

Section 17-4-23 (b) of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-4-23. Accessory buildings and structures

. . .

(b) Attached accessory structures, including but not limited to private garages, carports, porches and decks, built as an integral part of the principal structure shall not be subject to size limitations, provided that they are smaller than the habitable portion of the principal structure. Attached accessory structures shall be attached to and shall not exceed the height of the principal structure. [architecturally compatible with the principal structure, and shall not exceed the height of the principal structure.] Attached accessory structures shall be architecturally compatible with the principal structure (as defined in Sec. 17-4-23 (c) (5) b.) unless they meet the following criteria, in which case only the color of the accessory structure must match or be complimentary to the principal structure:

1. The structure has a roof pitch no greater than 2:12,

2. The structure is enclosed on no more than three (3) sides, and

3. The structure is located to the side or the rear of the principal structure.

. . .

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective 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 _____.

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

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
CITY OF PUEBLO

Published Tuesday, July 29, 2025

NOTICE OF PUBLIC HEARING

Take notice that at **3:30 P.M., on the 13th of August, 2025**, in the City Council Chambers, 1 City Hall Place, the Planning and Zoning Commission of Pueblo will hold a hearing for the following:

TA-25-02: An Ordinance amending sections of the Pueblo Municipal Code Section 17-4-23 relating to architectural compatibility of accessory structures.

TA-25-03: An Ordinance amending sections of the Pueblo Municipal Code Sections 17-2-1 & 17-4-29 relating to occupancy limits & Special Area Plan fees respectively.

A draft of the proposed text amendments will be posted on www.pueblo.us/PandZ under "Most Recent Agenda" and be on file in the office of Planning and Community Development for viewing and printing, typically by the Friday prior to the meeting.

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

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

_____

Beritt Odom
Interim Land Use Administrator
(719) 553-2259

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 8, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Naomi Hedden, Director Purchasing
Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY TEMPORARILY ADDING ONE (1) PURCHASING DIRECTOR POSITION WITHIN THE PURCHASING DEPARTMENT FOR TRAINING PURPOSES

SUMMARY:

The Purchasing 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 Purchasing Director, and the additional FTE shall be abolished upon the anticipated retirement of the current incumbent in January of 2026.

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 Purchasing Department is requesting to temporarily add one (1) additional Purchasing Director to authorized staffing. This appointed leadership position is responsible for leading the Purchasing Department and oversight of all purchasing activities for the City of Pueblo. Additionally, the position supervises all Purchasing staff and handles all compliance, and management of purchasing processes and other related activities of the City.

The current Purchasing Director has announced plans to retire at the end of January 2026. 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 director position 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 November after the Civil 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 Purchasing Director via retirement.

FINANCIAL IMPLICATIONS:

Funding for the wages and benefits for the position will come from the General Fund. The cost for the three months of the additional position is approximately $38,864 as outlined below.

Cost Item	Approximate Cost (3 months)	
Salary	$	28,256
Retirement (PERA)	$	4,176
Health Insurance	$	5,929
Dental Insurance	$	74
Life Insurance	$	18
Medicare	$	410
Estimated Position Cost for 3 months	$	38,864

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 Purchasing Director which would be operationally detrimental to the department and the City organization.

RECOMMENDATION:

Approval of the ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY TEMPORARILY ADDING ONE (1) PURCHASING DIRECTOR POSITION WITHIN THE PURCHASING DEPARTMENT FOR TRAINING PURPOSES

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

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

SECTION 1.

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

The following positions shall be authorized for FY 2025:

Purchasing	
Director of Purchasing	[1[2
Purchasing/Contracts Administrator	2
Purchasing Specialist	1
Total	**[4] 5**

SECTION 2.

Effective February 1, 2026, the position established pursuant to above Section 1 shall be abolished and the 2025 Staffing Ordinance shall be amended as follows:

Purchasing	
Director of Purchasing	[2]1
Purchasing/Contracts Administrator	2
Purchasing Specialist	1
Total	**[5] 4**

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 Purchasing 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: September 8, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor
Robert Jagger, Deputy City Attorney
Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE APPROVING AND ENACTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES COMMENCING JANUARY 1, 2026 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a proposed Ordinance which would approve and enact the collective bargaining agreement between the City of Pueblo and the Pueblo Association of Government Employees ("Union") commencing January 1, 2026. Pursuant to §8-14(l) of the City Charter, any collective bargaining agreement negotiated between the Union and the City shall be reduced to writing, executed by the parties, and enacted by Ordinance.

PREVIOUS COUNCIL ACTION:

Not Applicable.

BACKGROUND:

The current collective bargaining agreement between the City and Union expires on December 31, 2025. Pursuant to the requirements of the City Charter, the City and Union commenced negotiations with respect to a contract in March of this year. Through the negotiation process, the parties have successfully reached an agreement with respect to a successor contract beginning January 1, 2026. Pursuant to §8-14(l) of the Charter, such an agreement is required to be executed and enacted as an Ordinance.

The successor contract contains the following specific changes with respect to the prior contract:

Article 15. Wages

For 2026, the monthly pay rate for each class, grade, step, or position of employees covered by the Agreement shall be increased by 3.25% over the amount set by ordinance establishing the 2025 pay levels.

If, and in the event that, the City exercises its option to extend the term of this Agreement for the period January 1, 2024, through December 31, 2024, and January 1, 2025, through December 31, 2025, the monthly pay rate for each class, grade, step, or position of employees covered by this Agreement shall be increased over the amount set by Ordinance establishing the previous year pay levels by an amount equal to the Regional Adjustment multiplied by the CPI Index for the time periods relevant to year as outlined in the methodology above.

For purposes of the foregoing calculation, the following terms have the following meanings:

"Regional Adjustment" means the quotient obtained by dividing the 2022 average annual cost of living index for the Pueblo, CO Metro (Pueblo Urban Area) by the 2022 average annual cost of living index for the Denver¬ Aurora-Lakewood CO Metro (Denver Urban Area). The average annual cost of living index for each area shall be the composite index of the same name as published by the Council for Community and Economic Research (C2ER); and

"CPI Index" means the percentage increase for the period from January 2021 to January 2022 according to the following CPI index published by the United States Department of Labor's Bureau of Labor Statistics:
Population Coverage: CPI-W
Area Coverage: Denver-Aurora-Lakewood Colorado Series Items: All Items
Base Period: 1982-1984=100

Article 15 Wages and Other Payment – Shift Differential

With respect to afternoon shift, differential pay increased from $.40 to $.80 per hour, and with respect to graveyard shift, differential pay increase from $.70 to $1.10 per hour.

Article 15 Wages and Other Payment – Dispatch Training Coordinator Pay

Increase training duty pay to $25 per shift per trainee.

Article 15 Wages and Other Payment – CDL Training Incentive Pay

Increase training duty pay to $25 per shift per trainee.

Article 17 Tools

Maximum annual tool reimbursement increased from $500 to $700.

Article 25 Health, Hospitalization, and Dental Insurance

City contribution towards health insurance will be increased by fifty percent (50%) of any increase between the HMO Tier 1 premium for such coverage tier in the current year and the recommended HMO Tier 1 premium for such coverage tier in the subsequent year.

Article 32 Term.

The term of the agreement is for 3 years subject to the City approving any subsequent year contract extension on or before March 15th of the then current year. The City will know the amount of the wage increase for the subsequent year prior to the time the decision to extend the contract has to be made. If not extended by City, the parties will commence the negotiation process for a successor contract in compliance with the requirement of Section 8-14, City Charter.

Various **Housekeeping Items**

In addition to the above items, there were also various "housekeeping" changes that were made throughout the Contract and Appendices including (a) update job class titles that have been added, eliminated, or changed throughout the duration of the current contract term and (b) update union dues provision including removal of unused and prohibited agency shop provisions.

FINANCIAL IMPLICATIONS:

The total estimated cost of the contract for 2026 including the across-the-board wage increase of 3.25% plus step increases is approximately $1,054,167.

The cost with respect to the Shift Differential Increase is approximately $15,692.

The cost with respect to the Dispatch Training Coordinator Pay Increase is approximately $15,820.

The cost with respect to the CDL Training Incentive Pay Increase is approximately $751.

The cost with respect to the Tool Reimbursement Increase is approximately $1,500.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The requirements of §8-14(l) of Charter require the agreement be enacted as an Ordinance.

RECOMMENDATION:

City Administration recommends approval of this Ordinance.

ATTACHMENTS:

1. PAGE 2026 CBA clean
2. Appendix D and E

ORDINANCE NO.

AN ORDINANCE APPROVING AND ENACTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES COMMENCING JANUARY 1, 2026 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, pursuant to the requirement of Section 8-14, City Charter, the corporate authorities of the City of Pueblo and the sole and exclusive bargaining agent of the classified employees in the general services bargaining unit, i.e. Pueblo Association of Government Employees, have negotiated a collective bargaining agreement commencing January 1, 2026 (the "Labor Agreement"); and

WHEREAS, pursuant to Section 8-14(l) of the Charter of the City of Pueblo, the Labor Agreement shall be signed by said bargaining agent and the corporate authorities and shall be enacted as an ordinance by the corporate authorities; NOW THEREFORE,

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

SECTION 1.

The Collective Bargaining Agreement between the City of Pueblo and the Pueblo Association of Government Employees commencing January 1, 2026, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and enacted as an Ordinance.

SECTION 2.

The Mayor is authorized to execute the Collective Bargaining Agreement in the name of the City.

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 Labor Agreement to effectuate the policies and procedures described herein.

SECTION 4.

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

Mayor and City Council

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF PUEBLO

AND

PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES

COMMENCING JANUARY 1, 2026

TABLE OF CONTENTS

ARTICLE	PAGE
PREAMBLE	4
DEFINITIONS	5
ARTICLE 1. RECOGNITION	6
ARTICLE 2. UNION SECURITY – DUES DEDUCTION	7
ARTICLE 3. MANAGEMENT RIGHTS	11
ARTICLE 4. DISCIPLINE AND DISCHARGE	12
ARTICLE 5. GRIEVANCE AND ARBITRATION	14
ARTICLE 6. STRIKES AND LOCKOUTS	17
ARTICLE 7. SENIORITY, TRANSFERS AND PROMOTIONS	18
ARTICLE 8. GENERAL PROVISIONS	26
ARTICLE 9. SPECIAL CONFERENCES	27
ARTICLE 10. UNION REPRESENTATION	29
ARTICLE 11. UNION BULLETIN BOARDS	31
ARTICLE 12. PROBATION	32
ARTICLE 13. RESIGNATION	34
ARTICLE 14. EMPLOYEE PERSONNEL FILE	35
ARTICLE 15. WAGES AND OTHER PAYMENTS	36
ARTICLE 16. UNIFORM AND PROTECTIVE CLOTHING	43
ARTICLE 17. TOOLS	44
ARTICLE 18. HOURS OF WORK	45
ARTICLE 19. OVERTIME	50
ARTICLE 20. LEAVES AND OTHER ABSENCES	52

ARTICLE 21. LIGHT DUTY 59
ARTICLE 22. MEAL PERIODS AND REST PERIODS 60
ARTICLE 23. HOLIDAYS 61
ARTICLE 24. VACATION 63
ARTICLE 25. HEALTH, HOSPITALIZATION AND DENTAL INSURANCE 66
ARTICLE 26. RESERVED 68
ARTICLE 27. NEW CLASSES 69
ARTICLE 28. OTHER CONDITIONS 70
ARTICLE 29. WAIVER AND NOTICE 71
ARTICLE 30. SEVERABILITY 72
ARTICLE 31. ENTIRE AGREEMENT 73
ARTICLE 32. TERM OF AGREEMENT 74
ARTICLE 33. WELLNESS PROGRAM 75
APPENDIX A 77
APPENDIX B 79
APPENDIX C 81
APPENDIX D Attached (8 pages)
APPENDIX E Attached (4 pages)

PREAMBLE

THIS AGREEMENT entered into by and between the City of Pueblo, hereinafter referred to as the City, and the Pueblo Association of Government Employees, hereinafter referred to as the Union. The City and the Union may also hereinafter be referred to severally as a party and jointly as the parties.

It is the intent and purpose both of the City and the Union to set forth herein their entire Agreement, establishing wages, hours, and other conditions of employment; providing for prompt and equitable adjustment of grievances; and achieving and maintaining harmonious labor relations.

DEFINITIONS

Certain terms used in this Agreement shall be defined as follows:

"Employee" shall mean any person holding a position in the classified service, which is included in the Bargaining Unit defined in Appendix A of this Agreement.

"Mayor" shall mean the Mayor, the Deputy Mayor in the absence or disability of the Mayor or the Mayor's designee. Pursuant to Section 20.4 of Ordinance No. 9134 amending the Charter and creating the Mayor form of government ("Charter Amendment"), the office of City Manager and the functions, powers and duties of said office shall continue until the first Mayor elected under the Charter Amendment takes office. The provisions of this Agreement including all references to Mayor shall be construed consistent with the purpose and intent of said Section and the Charter Amendment.

"Director" shall mean the Director of Human Resources or his/her designee.

"Department Head" shall include those persons appointed as Department Directors or the designee of a Director.

"Day" shall mean calendar day unless otherwise modified or defined herein. Unless otherwise specified herein, other words used in this Agreement shall have the same meanings as are given them in Section 6-3-1 of the Code of Ordinances.

Article and section titles or captions contained herein are descriptive but not substantive.

ARTICLE 1. RECOGNITION

The City recognizes the Pueblo Association of Government Employees as the sole and exclusive representative of the employees in the Bargaining Unit set forth in Appendix A of this Agreement for the term of this Agreement, for the purpose of negotiating with the City with respect to wages, rates of pay, hours, grievance and disciplinary procedures which may result in arbitration, working conditions, and all other terms and conditions of employment except disciplinary measures and the application thereof to individual employees; provided, however, that the application of discipline to individual employees may be grieved and such grievance processed in accordance with the provisions of this Agreement.

ARTICLE 2. UNION SECURITY – DUES DEDUCTION

Section 1. REQUIREMENT AND NONDISCRIMINATION. No employee shall be required to become a member of the Union as a condition of his/her employment or continued employment by the City, and there shall be no discrimination by either party against any employee on account of membership or non-membership in the Union.

Section 2. DISCRETION TO JOIN. Any employee may or may not join the Union, at the individual's sole discretion.

Section 3. DUES DEDUCTION. Upon receipt of a signed authorization from an employee, the City shall deduct monthly from the pay of such employee: (a) the amount of normal Union dues and assessments uniformly required of Union members, and (b) initiation fees uniformly required of all Union members. Any revocation of such authorization shall be effective the month following the date received by the City but not earlier. Upon receipt of a revocation by the Finance Department, the City shall forward a copy of the revocation to the Union.

Any signed authorization submitted by an employee after January 1, 2008, must recite and set forth the language contained in Section 9 of this Article.

Section 4. NOTIFICATION. The Union, through a duly authorized officer or officers of the Union, will notify the City in writing as to the amount of dues, assessments, and initiation fees to be deducted from the pay of any employees. Any changes in Union membership dues, assessments, and initiation fees will be certified to the City and such notification shall be provided at least one month in advance of the effective date of any such change.

Section 5. NO EARNINGS. If an employee has no earnings due him for the pay period in question, no deductions will be made for that employee for that period. The collection of money described herein other than for the current period shall not be the responsibility of the City.

Section 6. PAYMENT. The sole responsibility of the City will be to pay over to the Union any sums actually deducted from the pay of employees on a current basis. Any funds deducted as herein provided shall be made payable to Pueblo

Association of Government Employees and remitted to the Union Treasurer, or agent designated in writing by the Union within thirty (30) days of such deduction. To be effective, the designation of agent in writing shall: (a) be personally served upon the Director of Finance of City at least thirty days prior to its effective date, (b) identify the agent by name including name of entity officer authorized to receive such deduction if the agent is other than an individual, and mailing address, (c) state that such agent has authority to receive the payments under and with specific reference to this Section and (d) signed by the President of the Union with an acknowledgment of signature. The agent so designated may be required to provide additional information reasonably requested by the Director of Finance prior to such designation becoming effective. Any termination of such designation shall be in writing and personally served upon the Director of Finance of City at least thirty days prior to the effective date of such termination.

Section 7. HOLD HARMLESS. The Union agrees to save the City harmless from any action growing out of this Article and commenced by any employee, citizen, or other person including without limitation any officer, agent or member of Union against the City or the City Council or any employee or agent of either. The Union assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the Union or designated agent of Union. The Union agrees that in the event of any litigation against the City, its agent, or employees arising out of this provision, it will co-defend and indemnify and hold harmless the City, its agent, or employees from any monetary award or any costs arising out of such litigation, including but not limited to attorney's fees. If there arises any conflicting claims with respect to the funds, the City may, at its sole discretion, file an action in interpleader to resolve the disagreement. The City shall be indemnified, defended and held harmless by the Union, for all costs, including reasonable attorney fees, in connection with the aforesaid interpleader action.

Section 8. NO RIGHT TO MONEY UNTIL PAID. No party shall have any right or interest whatsoever in any money authorized withheld under Sections 3 and 6 of this Article until such money is actually paid over to them. The City or any

of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the last known address of the Treasurer of the Union or designated agent of Union, the City and its officers and employees shall be released from all liability to the employee or to the assignees under such assignments.

Section 9. AUTHORIZATION FOR UNION DUES DEDUCTIONS.

I hereby voluntarily authorize the Department of Finance of the City of Pueblo to deduct from my regular earnings, the Union dues, initiation fees and assessments, in the amount certified by the duly authorized officer of the Pueblo Association of Government Employees, and further authorize the remittance of such amount(s) to said Union in accordance with the currently effective Agreement between the City of Pueblo and said Union. This authorization is revocable by a notice in writing by certified mail to the Department of Finance of the City of Pueblo and with a copy to the Union. Any revocation received by the Department of Finance shall only be effective with respect to my regular earnings earned in the month following the date received.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and, further and separately, relieve the City, any Department of the City, the Union and all their officers, representatives or agents from liability therefor.

_____
Print Name

_____
Signature

_____
Date

ARTICLE 3. MANAGEMENT RIGHTS

Section 1. UNION RECOGNITION. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its authority, discretions, responsibilities, and powers of authority as set forth under the Constitution and the Statutes of the State of Colorado and the Charter of the City of Pueblo.

Section 2. VESTED IN CITY AND DISCIPLINE AND DISCHARGE FOR JUST CAUSE. Except as otherwise specifically provided herein, the management of the City, the direction of the work force, including but not limited to, the right to hire, the right to discipline or discharge for just cause, the right to decide job qualifications, the right to lay-off, the right to establish or abolish positions, the right to make rules and regulations governing conduct and safety, the right to determine the mission of the City and the means and methods by which it is to be achieved, the right to determine schedules of work, the right to subcontract work, together with the right to determine the methods, processes and manners of performing work, are vested in the City.

ARTICLE 4. DISCIPLINE AND DISCHARGE

Section 1. NEWLY HIRED PROBATIONARY EMPLOYEES. A newly hired probationary employee may be disciplined or discharged at any time during the full initial probationary period with or without reasons. Such a probationary employee shall have no right to appeal his or her discipline or discharge under this Agreement; however, such employee shall have the right to appeal such action pursuant to Section 6-10-1 of the Code of Ordinances.

Section 2. CITY'S AUTHORITY. The Union recognizes that the City has the authority to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. Any non-probationary employee who is subject to discipline may appeal same pursuant to the grievance procedure or to the Civil Service Commission pursuant to Title VI of the 1971 Code of Ordinances of the City, but not both. The filing of any appeal to one forum constitutes a waiver of any right to appeal to the other forum.

Section 3. DUE PROCESS. When the City is considering suspension without pay or discharge, the involved employee shall be given a written statement indicating the reasons or grounds for such action and giving notice of the time and place of a meeting with the employee. The meeting time shall be not less than seven calendar days after date of the notice.

The written statement and notice of meeting shall be considered given to the employee if personally delivered or, if unable to be personally delivered, four (4) days after the statement has been mailed by First Class mail to the employee.

The employee may, on or before the date and time of the meeting, file a written response thereto setting forth in detail an explanation of or defenses, if any, to the reasons or grounds contained in the statement. At such meeting the employee may also make an oral statement regarding the charges.

The employee shall have the right to the presence of a Union representative at such meeting but shall have no right to a continuance of such meeting to secure the presence of a particular Union representative.

The Department Head will consider the employee's written response, if any, and oral statement, if any, if timely received, before taking final action on the termination or suspension.

This Article remains subject to the limitations contained in section 8-14(b) of the City Charter.

Section 4. FILING OF GRIEVANCE. Any grievance challenging the discharge or termination of an employee may be commenced at the step prior to the final step of the grievance procedure, provided that it is filed not later than seven (7) calendar days after the date of the action taken by the City.

Section 5. REMOVAL FROM PERSONNEL FILE.

a) In the event discipline is imposed and it is established through the grievance procedure that such discipline was not warranted, such disciplinary action shall be removed from the employee's personnel file. Any disciplined employee may be represented, at his or her option, by the Union during the processing of any grievance concerning such discipline.

b) If an employee has not received a disciplinary action, excluding demotion, suspension or dismissal, for a period of two years (24 months), he/she may request that all disciplinary action, excluding demotion, suspension, and dismissal, over two years (24 months) old be removed from his/her file maintained in the City Human Resources Department. Such removal should not be unreasonably denied by the City.

ARTICLE 5. GRIEVANCE AND ARBITRATION

Section 1. A grievance is a claim that the City has violated an express provision of this Agreement. Any employee may discuss any grievable matter with an immediate supervisor on an informal basis without resorting to this grievance procedure, provided that no such informal discussion shall extend any time limit provided herein.

Section 2. A grievance shall be initiated either by an aggrieved employee or by the Union acting on behalf of one or more employees. Unless the grievance arises at a higher administrative level, it shall be presented by the employee and/or Union representative to the immediate supervisor of the employee within fourteen (14) days after the date on which the employee or the Union knew or reasonably should have known the facts giving rise to the grievance. The supervisor shall meet with the employee and/or Union representative within seven (7) days after receipt of the grievance and shall respond to both the Union and the grievant within seven (7) days after the meeting is concluded.

Section 3. If the grievance is not resolved under Section 2 above, it shall be presented to the involved Department Head by a Union representative and/or the grievant within seven (7) days after receipt of the supervisor's response under Section 2. The Department Head shall meet with a Union representative and/or the grievant within seven (7) days after the grievance is presented and shall respond to both the Union and the grievant within seven (7) days after the meeting is concluded.

Section 4. If the grievance is not resolved under Section 3 above, it shall be presented by a Union representative to the Mayor within seven (7) days after the receipt of the response of the Department Head under Section 3. The Mayor shall meet with a Union representative and the grievant within ten (10) days after the

grievance is presented and shall respond to the Union representative within ten (10) days after the meeting is concluded.

Section 5. If the grievance is not resolved under Section 4 above, the Union may request the appointment of an arbitrator pursuant to the American Arbitration Association's then current Labor Arbitration Rules by filing the appropriate Demand. Any such request and Demand shall be filed with the American Arbitration Association within fifteen (15) days following receipt of the answer of the Mayor. Arbitration shall be pursuant to the then current rules of the American Arbitration Association and the Colorado Uniform Arbitration Act. The decision of the Arbitrator shall be final and binding on the City, the employee, and the Union.

The arbitrator's fee and his other expenses shall be shared equally by the City and the Union provided that each party shall be required to compensate its own representatives and witnesses and pay the cost of production of its documentary evidence. Either party may at its own expense retain a certified shorthand reporter to record and transcribe the proceedings. Either party may provide the arbitrator with a transcript of the proceedings. Either party may order a copy of the transcript at its own expense.

Section 6. The City and the Union shall each have the right to investigate all circumstances relating to any grievance and shall assist each other in the conduct of any such investigation.

Section 7. Any grievance processed at Section 2 or beyond shall be reduced to writing, either on paper or by electronic medium such as e-mail, and shall include each of the following: The matter complained of; the date of its occurrence and the date the grievant or the Union first became aware of the matter; the sections or provisions of this Agreement which were allegedly violated; the disposition sought; the signature of the employee or Union representative; and the date the grievance

is filed. Any response by the City at Section 2 or beyond shall be reduced to writing, either on paper or by electronic medium such as e-mail.

Section 8. Grievances which arose prior to the effective date of this Agreement and the immediately preceding Agreement are not substantively arbitrable and shall not be subject to the grievance procedure described herein, and provided that grievances properly filed which arose prior to the effective date of this Agreement may be arbitrated under the provisions of the Agreement under which they arose.

Section 9. All claims for back wages shall be reduced by the amount, if any, of unemployment compensation benefits received by the employee and any compensation received for other employment obtained subsequent to removal from the City payroll.

Section 10. The failure of the City to file a timely response at any step of the grievance procedure shall be deemed to be a rejection of the grievance effective on the last day for timely response.

Section 11. The parties may mutually agree in writing to extend any time limitation contained in this Article. The parties recognize that such extensions are contrary to the spirit of this grievance procedure and shall be agreed on only for good cause.

Section 12. The findings and decision of the arbitrator shall be consistent with applicable Colorado law and with the express terms of this Agreement. The arbitrator shall have no power or authority to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

ARTICLE 6. STRIKES AND LOCKOUTS

Section 1. LOCKOUTS. No lockout of employees covered by this Agreement shall be instituted by the City during the term of this Agreement.

Section 2. STRIKES. The Union specifically agrees that employees in the classified service of the City are prohibited from engaging or participating in any strike, work stoppage, work slowdown, or mass absenteeism involving employees of the City of Pueblo.

Violation of this Article by any employee shall be cause for discipline or discharge. In addition, the City shall not be required to pay any employee any portion of his or her salary including fringe benefits while engaged in activity in violation of this Section.

The Union agrees not to encourage, condone, assist, or participate in any action prohibited by this Section.

Section 3. INJUNCTIVE RELIEF. The parties are specifically authorized to seek injunctive relief without first attempting to resolve any dispute relating to violation of this Article through the grievance procedure. The parties may, at their independent option, seek compensation for damages from the other party through the provisions of Article 5, Grievance and Arbitration.

ARTICLE 7. SENIORITY, TRANSFERS AND PROMOTIONS

Section 1. CITY SENIORITY - DEFINED. Unless otherwise set forth in this Agreement, seniority means an employee's length of continuous service with the City since his last date of hire.

Section 2. INFORMATION REGARDING SENIORITY. The City agrees to make available to the Union necessary information to resolve seniority conflicts as needed.

Section 3. BREAK IN SERVICE. Approved leaves shall not constitute a break in service for purposes of this Article. Employees who resign, are discharged, or retire shall be considered as having a break in service if they are subsequently employed in any capacity by the City, and, notwithstanding any provision of prior agreements to the contrary, for the purposes of this Article, such employees shall receive no credit for prior service.

Section 4. DEPARTMENTAL SENIORITY. Departmental seniority is defined as the continuous length of service in a department, measured from the date the employee was assigned in that department.

Section 5. TRANSFERS - DEFINED. A transfer is a change in an employee's position within a job title classification within such employee's department or in any other department or division of the City, which does not result in a change in the transferred employee's rate of pay.

Section 6. PROMOTIONS - DEFINED. A promotion is an appointment of an employee to a job title classification within such employee's work department or in any other department or division of the City, which does result in an increase in the promoted employee's rate of pay. A promoted employee shall be placed on the salary schedule at the step which results in not less than a five percent (5%)

increase in salary, or at the top of the salary schedule for the new position, whichever is less.

Section 7. DEMOTIONS - DEFINED. A demotion is a personnel action resulting in an employee's assignment to a job title classification within such employee's department or in any other department or division of the City, which results in a decrease in the demoted employee's rate of pay.

Section 8. LAYOFF.

A. When employees are laid off, the employees in the Department and class affected shall be laid off in the following order:

1. Unclassified part-time or temporary employees who perform substantially the same duties as the class affected;

2. Probationary.

3. Permanent.

Probationary and permanent employees shall be laid off within a Department and class in inverse order of their seniority as defined by Section 1 of this Article.

When an employee's position is abolished, that employee shall have the option to exercise his/her bumping rights, as defined in Section 10 of this Article, within his/her Department. The employee who is ultimately left without a position in his/her Department, if any, shall then have the option to exercise his/her Section 10 bumping rights City-wide.

Section 9. RECALL. Employees shall be recalled from layoff to positions within any class previously occupied on a permanent basis and for which they currently meet the minimum qualifications, according to their seniority as defined in Section 1 of this Article. No new employees shall be hired into any such classes until all such employees with reinstatement rights to such classes desiring to return to work have been recalled.

Section 10. BUMPING. When an employee is laid off, he/she shall be permitted to bump (replace an employee with less seniority) in accordance with this Section. Such employee may, if he/she so desires, bump the least senior employee in an equal or lower job class previously held by that employee on a permanent basis, provided the bumping employee has greater seniority than the employee whom he/she bumps and provided he/she currently meets the minimum qualifications of the job class. If the least senior employee's work schedule substantially differs from the work schedule of the bumping employee, the bumping employee shall have the option to bump instead the least senior employee with substantially the same work schedule, within the parameters contained herein.

Section 11. TRANSFERS AND PROMOTIONS. When filling vacancies, the City shall consider for transfer employees within the same class. The City will post notices of vacancies for ten (10) calendar days and will place a copy of the notice in the Union mailbox in the City Clerk's office.

Employees who file with the City written requests for consideration to transfer to vacancies that have been posted shall be considered; however, no such request shall be considered until all employees with applicable reinstatement or bumping rights have been accommodated.

If a position is not filled through reinstatement, demotion, reemployment, or transfer, the City shall fill the position from a civil service eligible list in the following manner:

(a) The Director shall forward a copy of the appropriate class specification to the Civil Service Commission, with a request for certification of the appropriate number of highest ranking eligible for appointment. The Civil Service Commission shall certify the following number of highest-ranking persons on the appropriate eligible list:

(1) For classifications assigned to Appendix C (open/closed), the Commission shall certify the names of the five highest ranking persons on the appropriate eligible list;

(2) For the entry level position of Emergency Services Dispatcher and Office Assistant, the Commission shall certify the names of the ten highest ranking persons on the appropriate eligible list; and

(3) For classifications assigned to Appendix B (closed), the Commission shall certify the names of the three highest ranking persons on the appropriate eligible list;

(b) The Director may also request from the Commission further information relating to the persons certified and to their application, examination, or certification process.

(c) Removal and certification of next highest eligible.

(1) If any person certified pursuant to above subsection (a) or otherwise hereunder fails to accept appointment to the position or fails to appear for an employment interview, that person shall be removed from the list and the name of person next highest on the eligible list shall be certified. Pursuant to the requirements of Civil Service Rule 31, the Civil Service Commission may retain on the eligible list the name of a person who refused an appointment or failed to appear for an employment interview only upon that person's timely request and for just cause.

(2) If any person certified pursuant to above subsection (a) or otherwise hereunder declines an employment interview, that person shall be removed from the list and the name of the person next highest on the eligible list shall be certified. Except for entry level positions including Wastewater Utility Worker, Water Reclamation Facility Worker, Airport Operations/Maintenance Worker, Office Assistant, Utility Worker, and Emergency Services Dispatcher and

pursuant to the requirements of Civil Service Rule 31, the Civil Service Commission shall retain on the list the name of a person who declines an employment interview upon that person's timely request. Irrespective of whether such person is retained on the list, the next highest eligible on the appropriate list shall be certified if requested by the Director.

With respect to the entry level positions including Wastewater Utility Worker, Water Reclamation Facility Worker, Airport Operations/Maintenance Worker, Office Assistant, Utility Worker, and Emergency Services Dispatcher and pursuant to the requirements of Civil Service Rule 31, the Civil Service Commission may retain on the eligible list the name of a person who declines an employment interview only upon that person's timely request and for just cause.

(3) The Director may request removal from the list the name of a person who does not otherwise qualify for or meet a requirement of the position. The Civil Service Commission shall grant such request and certify the name of the next highest ranking eligible on the list, if the person so removed does not actually qualify or meet requirements.

(d) If more than one vacancy is to be filled from an eligible list, the Director may request certification of an additional name for the second and each subsequent vacancy.

(e) If less than three names appear or remain on an eligible list, not including persons retained on the list pursuant to above subsection (c), the Mayor may either request that the Commission establish a new eligible list, or may accept a certification of less than three names; provided that in the case of a recruitment for entry level positions other than Emergency Services Dispatcher including Wastewater Utility Worker, Water Reclamation Facility Worker, Airport Operations/Maintenance Worker, or Utility Worker, or Emergency Services Dispatcher, the Mayor may request a new eligible list if less than five names remain

on the existing list, or may accept a certification of less than five names, and in the case of the entry level position of Emergency Services Dispatcher and Office Assistant, the Mayor may request a new eligible list if less than ten names remain on the existing list, or may accept a certification of less than ten names.

(f) If a person certified for appointment from an eligible list is rejected or passed over twice, the Mayor may request removal of the person from that eligible list. The Civil Service Commission may deny such request upon the basis of the person's qualifications.

(g) After a certification, the Director shall select a committee of at least three (3) persons to evaluate the persons certified. No member of the Bargaining Unit shall be allowed or required to serve as a member of the committee. Not more than one (1) member of a division of a department may be a member of the committee.

(h) After consultation with the involved department or bureau head and the committee, the Director shall forward the names of all persons certified and recommendations to the Mayor, who shall make the final appointment.

(i) The City shall notify each eligible certified for a vacancy of the appointment and the appeal rights available hereunder. If not appointed, the highest ranking eligible for each vacancy may appeal his rejection to the Civil Service Commission by filing a written notice of appeal within seven (7) days after receipt of the notice of appointment. The Commission shall hear the appeal within five (5) days of the filing of the notice of appeal. The City and the individual appointed shall also be notified of the hearing and be given an opportunity to be heard. The person filing the appeal shall have the burden of proving that the Mayor's appointment was arbitrary, capricious, or a clearly unwarranted abuse of discretion. If the Commission sustains the appeal, the appointment shall be vacated and the

appellant shall be appointed to the position by the Mayor pursuant to the decision of the Commission retroactive to the date of the original appointment.

(j) The Commission shall render its decision within five (5) days after the hearing which shall be final and binding subject only to judicial review pursuant to Rule 106, CRCP.

(k) Regardless of length of service or seniority, employees inside or outside of the Bargaining Unit shall be limited to a maximum of ten (10) seniority points on all civil service entry level or promotional examinations.

Classes within the Bargaining Unit shall be either closed classes, which are open only to members of the Bargaining Unit, or classes that may be closed or open to all applicants, as determined by the Mayor. Classes that are closed classes are listed in Appendix B. Classes that may be closed or open are listed in Appendix C.

Civil Service examinations for all classes in Appendix B shall be open only to employees within the Bargaining Unit who meet the qualifications for such classes. If the Civil Service Commission, after announcement of an examination and acceptance of applications for a class in Appendix B, determines that there are no qualified employee applicants available, the Commission may open such examination to non-employee applicants.

If the Mayor determines that a class in Appendix C is to be a closed class, examinations for such a class shall be conducted in accordance with the preceding paragraph. If the Mayor determines that a class in Appendix C is to be an open class, examinations for such a class shall be open to all applicants.

Section 12. RECLASSIFICATION. Whenever a position is reclassified, the incumbent in such position who has performed all duties of the position in a satisfactory manner for a period of one year or more shall be deemed qualified for

appointment along with the three highest ranking eligibles on the eligible list from which the reclassified position is to be filled.

ARTICLE 8. GENERAL PROVISIONS

Section 1. UNION AND NON-UNION ACTIVITIES. The parties agree not to interfere with the rights of employees to become members of the Union or to refrain from becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City or the Union or any employer representative or any Union representative against any employee because of Union membership or nonmembership, or as a result of an employee's lawful exercise of rights granted by the City Charter or this Agreement. The Union recognizes its responsibilities as the sole and exclusive bargaining agent and agrees to represent all employees in the Bargaining Unit without discrimination, interference, restraint, or coercion.

Section 2. NONDISCRIMINATION.

A. The City and the Union recognize that under State or Federal Law, neither party may discriminate against any employee because of race; age as defined; creed; color; sex; sexual orientation; handicap; or national origin.

B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

C. The City and the Union recognize that neither party may discriminate against, or in any way favor, any employee because of such employee's political opinions or affiliations as provided in the Pueblo City Charter.

ARTICLE 9. SPECIAL CONFERENCES

The City and the Union agree to set up a Labor Management Committee ("Committee") which shall consist of two (2) representatives appointed by the Union President and two (2) representatives appointed by the Mayor. If the Committee meets with respect to a subject which affects more than one (1) department, the composition of the Committee will be increased to three (3) representatives of the Union and three (3) representatives of the City as may be reasonably necessary depending on the complexity of the issue. Either party may bring in a subject matter expert to provide additional or needed information and to assist in the understanding of any particular subject under discussion.

The Committee shall discuss matters of concern to either the Union, the department, and/or the City as a whole. Statements by Committee members made during Labor Management meetings shall not be used as evidence or admissions in any grievance or arbitration proceeding between the parties. The failure of any party to reach agreement on any subject raised pursuant to this Article shall not be indicative of bad faith, nor shall such failure initiate the grievance procedures available under this Agreement.

Unless otherwise agreed upon, the Committee shall meet on a monthly basis at a time and place mutually agreed upon between the parties. Either party may request additional meetings as may be reasonably needed, and such meetings will occur at a time and place mutually agreed upon. Union shall notify the Director at least 48 hours in advance of any LMI meeting indicating which representatives and/or subject matter experts will be attending so that the Director can make arrangements with the employees' supervisors for scheduling purposes. No employee may attend any LMI meeting without 48 hours advance notice to the Director.

The Committee's discussion of an issue does not affect whether that issue is or is not a mandatory or permissive subject of bargaining.

ARTICLE 10. UNION REPRESENTATION

Section 1. UNION REPRESENTATION. The City agrees that the representatives of P.A.G.E. may confer with Bargaining Unit employees during break periods in a manner so as to not interrupt the work of employees. Additionally, said representatives may confer with members of the management staff at mutually agreeable times and places.

Section 2. NEW BARGAINING UNIT EMPLOYEES. When the City engages new employees in Bargaining Unit positions, it shall notify the Union of the name, class, and department of all such new employees within ten (10) days of employment.

Section 3. UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES. The City agrees that during working hours, on the City's premises, or at the site of negotiations or grievance proceedings, and without loss of pay, Union officers and stewards shall be allowed to:

- Attend negotiations, grievances and special conferences;
- Collect Union dues, initiation fees, and assessments (if these funds are not collected through payroll deductions);
- Post Union notices;
- Transmit communications, authorized by the local Union or its officers, regarding grievances, arbitrations, and collective bargaining negotiations to the City or its representatives.

All such time off shall be with the approval of the employee's supervisor and subject to such supervisor's work and schedule requirements. Such approval shall not be unreasonably withheld. Abuse of this provision may be the subject of discipline.

Members of the Union as may be elected or designated as officers, stewards, or members of the negotiating committee to represent the Union shall be granted leave from duty, with no loss of pay under the terms and conditions set forth in this Article.

Officers of the Union and the Union Executive Board Members shall be granted Union business leave with pay to attend meetings of the Union or special conferences, if said meetings occur during a regular tour of duty. The maximum of off-duty hours allowed hereunder shall not exceed two hundred forty (240) per calendar year. It is understood that those Union officials granted leave hereunder shall be on call during attendance at such meetings. The privileges granted herein shall not be abused or unreasonably exercised. Union members using paid Union business leave shall notify their supervisor when leaving duty and when reporting back to duty.

Section 4. NUMBER OF REPRESENTATIVES. The Union shall designate a sufficient number of stewards to assure that each Department or Division, and each shift within each Department or Division, shall have a steward. No more than one (1) steward or Union officer at a time shall investigate any grievance on duty time; provided, however, two (2) stewards or Union officer(s) shall be allowed to attend a step 3 grievance meeting.

No more than four (4) employees at a time shall attend negotiations on duty time.

ARTICLE 11. UNION BULLETIN BOARDS

The Union shall have the right to post on the bulletin boards designated by the Department Head at all work locations where available, notices pertaining to Union matters, all of which pertain to the City. No other postings will be allowed. Should the available bulletin boards be insufficient, the Union may erect suitable bulletin boards in locations mutually agreeable.

ARTICLE 12. PROBATION

Section 1. NEW HIRE. A newly hired employee other than an Emergency Services Dispatcher shall serve a probationary period of six (6) months from the date of his most recent initial appointment. For a newly hired employee in the classification of Emergency Services Dispatcher, the probationary period shall be nine (9) months from the date of his most recent initial appointment. Any probationary period may be extended for an additional period not to exceed six (6) months upon mutual agreement of the affected employee and Department Head. A newly hired employee will not be allowed to transfer or demote to any position other than an entry level job (Office Assistant or Utility Worker) during the probationary period.

Section 2. PROBATION AFTER PROMOTION. A newly promoted employee other than an Emergency Services Dispatcher shall serve a probationary period in the higher-level class for a period of six (6) months from the date of appointment to the higher class. For a newly promoted employee in the classification of Emergency Services Dispatcher, the probationary period shall be nine (9) months from the date of appointment to the higher class. Any probationary period may be extended for an additional period not to exceed six (6) months upon mutual agreement of the affected employee and Department Head.

Newly promoted employees shall have their probationary period reduced by the amount of time, if any, spent during temporary duty in a higher class of a full shift or longer, in accordance with Article 15, Section 4, of this Agreement, when such temporary duty was in the class to which the employee was subsequently promoted. Only such temporary duty within the three (3) years preceding promotion shall be considered, and the maximum reduction of the probationary period shall be three (3) months.

Section 3. PROBATION AFTER TRANSFER OR DEMOTION TO A POSITION NOT PREVIOUSLY HELD. An employee demoted into a position not previously held shall serve a probationary period of six (6) months from the date of the demotion; provided, however, an employee demoted into a position not previously held and within the Emergency Services dispatcher classification shall serve a probationary period of nine (9) months. An employee transferred into a position shall serve a probationary period of 90 days, provided that the employee and the Department Head may mutually agree to continue such probationary period for an additional 90 days.

Section 4. RETURN TO PREVIOUS CLASS. A newly promoted, transferred or demoted employee may be returned to the previous class if the employee is unable to satisfactorily perform the duties of the new position. Such employee may grieve the return to the previous class under Article 5 of this Agreement.

ARTICLE 13. RESIGNATION

Section 1. NOTICE. An employee shall provide to the City at least seven (7) days' notice in writing of his intention to resign. Once the employee ceases employment, the employee may seek reemployment under the reemployment procedures.

Section 2. ABSENCE WITHOUT LEAVE. All unauthorized absences without leave shall be grounds for disciplinary action. Reduction of pay shall be made for all periods of unauthorized absences.

Section 3. UNAUTHORIZED ABSENCES FOR MORE THAN FIVE (5) DAYS. Any unauthorized absence of more than five (5) consecutive working days shall be deemed to be and shall constitute a resignation from employment by the employee.

ARTICLE 14. EMPLOYEE PERSONNEL FILE

Employees may inspect all documents contained in the employee's own personnel file as provided by the Colorado Open Records Law.

ARTICLE 15. WAGES AND OTHER PAYMENTS

Section 1. WAGE INCREASES DURING CONTRACT. Effective January 1, 2026, the monthly pay rate for each class, grade, step, or position of employees covered by this Agreement shall be increased by three and twenty-five hundredths' percent (3.25%) over the amount set by ordinance establishing the 2025 pay levels.

If, and in the event that, the City exercises its option to extend the term of this Agreement for the period January 1, 2027, through December 31, 2027, the monthly pay rate for each class, grade, step, or position of employees covered by this Agreement shall be increased over the amount set by Ordinance establishing the 2026 pay levels by an amount equal to the Regional Adjustment multiplied by the CPI Index. For purposes of the foregoing calculation, the following terms have the following meanings:

"Regional Adjustment" means the quotient obtained by dividing the 2025 average annual cost of living index for the Pueblo, CO Metro (Pueblo Urban Area) by the 2025 average annual cost of living index for the Denver- Aurora-Lakewood CO Metro (Denver Urban Area). The average annual cost of living index for each area shall be the composite index of the same name as published by the Council for Community and Economic Research (C2ER); and

"CPI Index" means the percentage increase for the period from January 2025 to January 2026 according to the following CPI index published by the United States Department of Labor's

Bureau of Labor Statistics:
Population Coverage: CPI-W
Area Coverage: Denver-Aurora-Lakewood Colorado Series

Items: All Items
Base Period: 1982-1984=100

If, and in the event that, the City exercises its option to extend the term of this Agreement for the period January 1, 2028, through December 31, 2028, the monthly pay rate for each class, grade, step, or position of employees covered by this Agreement shall be increased over the amount set by Ordinance establishing the 2027 pay levels by an amount equal to the Regional Adjustment multiplied by the CPI Index. For purposes of the foregoing calculation, the following terms have the following meanings:

"Regional Adjustment" means the quotient obtained by dividing the 2026 average annual cost of living index for the Pueblo, CO Metro (Pueblo Urban Area) by the 2026 average annual cost of living index for the Denver- Aurora-Lakewood CO Metro (Denver Urban Area). The average annual cost of living index for each area shall be the composite index of the same name as published by the Council for Community and Economic Research (C2ER); and

"CPI Index" means the percentage increase for the period from January 2026 to January 2027 according to the following CPI index published by the United States Department of Labor's Bureau of Labor Statistics:

Population Coverage: CPI-W
Area Coverage: Denver-Aurora-Lakewood Colorado Series
Items: All Items
Base Period: 1982-1984=100

Section 2. LONGEVITY COMPENSATION. Commencing with the month following completion of five (5) years of actual continuous service as a full-

time employee of the City, each such employee shall receive in addition to all other compensation for full-time service, the amount of Thirty-Two Dollars and Fifty Cents ($32.50) per month; following ten (10) years of such service, Thirty-Seven Dollars and Fifty Cents ($37.50) per month; following fifteen (15) years of such service, Forty-Seven Dollars and Fifty Cents ($47.50) per month; following twenty (20) years of such service, Fifty-Two Dollars and Fifty Cents ($52.50) per month. In no event shall longevity compensation exceed Fifty-Two Dollars and Fifty Cents ($52.50) per month.

Section 3. LONGEVITY COMPENSATION DURING LEAVES.

A. Longevity compensation as stated above shall be paid to an employee while on authorized leave with pay. Such longevity compensation shall not be paid to an employee for any month during which such employee shall be absent on leave without pay for more than one-half the working time prescribed for that employee's job classification. Absence without leave as defined in Section 6-6-12 of the 1971 Code of Ordinances of the City shall forfeit all longevity pay for the month in which such absence occurs.

B. For the purposes of this Section periods of authorized leave without pay shall not accrue as part of the actual continuous service necessary to qualify for longevity compensation. Service as a permanent part-time employee may be accrued as a part of the actual continuous service necessary to qualify for longevity compensation under this Section; provided, such service of permanent part-time employment be accrued on a percentage basis, i.e., two years of half-time service would accrue as one year of full-time service; and, provided further, that periods of permanent part-time service and full-time service are continuous.

C. Periods of time during which an employee in the classified service is off work due to lay-off or reduction in force and is on a valid reinstatement list shall not constitute a break in continuity of service; provided, however, such periods of time shall not be accrued as a part of the actual continuous service necessary to qualify for longevity compensation.

Section 4. RATE OF PAY FOR WORK IN HIGHER CLASSIFICATION. In any case when an employee is assigned work in a position in a higher class within

the PAGE Bargaining Unit, for a period amounting to one hour or more within a pay period, the employee shall be paid One Hundred Percent (100%) of the difference in pay between the employee's actual rate of pay and the lowest step in the salary schedule for the higher class that would provide a minimum increase of 3 percent or the highest step in the higher class, whichever is less. The employee shall be paid only for such hours actually worked.

In any case when an employee is assigned work in a position in a higher class outside the PAGE Bargaining Unit for a period amounting to one hour or more within a pay period, the employee shall be paid Seventy-Five Percent (75%) of the difference in pay between the employee's actual rate of pay and the lowest step in the salary schedule for the higher class that would provide a minimum increase of 3 percent for the actual period of such service.

For purpose of this Section only, Emergency Services Dispatchers who are assigned to and perform the duties of the supervisor in the Communication Center for a period of one (1) hour or more shall receive for each such hour step up pay of One Hundred (100%) percent of the difference between the employee's actual rate of pay and the lowest step in the salary schedule for the Emergency Services Dispatch Supervisor class that would provide a minimum increase of 3 percent.

In the event there is a valid eligibility list for a higher class, employees who have placed themselves on the current valid eligibility list for that higher class and who are on the crew, shift, or sector in which the temporary vacancy occurs shall be given opportunities to fill temporary vacancies in that higher class for the educational value to the employee and the department. In the event no such valid eligibility list exists, the employee in the next lower class with the most seniority in such lower class who is on the crew, shift, or sector in which the temporary vacancy occurs shall, with his consent, be assigned temporary duty in the higher class, unless the department furnishes proof of the inability of the employee to perform.

If no employee consents to such assignment, the Department Head may, at the Department Head's sole discretion, assign an employee temporary duty in a higher class; provided, however, no employee shall be assigned temporary duty in a higher class where the employee is not competent to perform such assignment.

Section 5. SHIFT DIFFERENTIALS. This Section shall apply only in those departments where two or more shifts are worked in any particular classification.

A. Full-time permanent employees who are assigned to work the afternoon shift shall receive an additional Seventy Cents ($.70) per hour for each hour worked on such shift.

B. Full-time permanent employees who are assigned to work the graveyard shift shall receive an additional One Dollar and Ten Cents ($1.10) per hour for each hour worked on such shift.

The shift differential amount paid is based on the start time of the shift and shall apply to each hour worked for the entirety of the shift.

Section 6. MILEAGE. An employee who is required and specifically authorized to operate his personally-owned automobile in the conduct of City business shall be paid the amount allowed by the Internal Revenue Service for each mile of usage of the personal automobile on City business. The City may, at its option, where an employee requests the City to exercise the within described option, where an employee regularly utilizes his personal car in the conduct of City business, estimate the average number of miles traveled per month and authorize a monthly allowance on the basis of such estimate at the rate allowed by the Internal Revenue Service per mile. Such estimated payment shall be in lieu of any claims for payment based upon actual mileage driven.

Section 7. TUITION REIMBURSEMENT. Upon recommendation of the Department Head and after prior approval by the Mayor, the City shall reimburse a permanent, full-time employee upon successful completion of an approved course or courses in education or vocational training. The course or training must be related to the work, be designed to improve competence in the job, and be of value to the employee's service to the City. The employee must conclude the course or training with a grade of "Pass," "C," or better in order to be entitled to reimbursement. The amount to be reimbursed will not exceed eighty percent (80%) of the cost of tuition, fees, and required books. If, and in the event, the course or training is of value to the employee's service to the City but is not related to the employee's work or is not designed to improve the employee's competence

in the job, the City will reimburse up to fifty percent (50%) of the cost of tuition, fees, and required books, not to exceed Five Hundred Dollars ($500.00) per year. This Article shall apply to employees completing the 30 hours of educational or vocational training after January 1, 1987.

SECTION 8. BILINGUAL COMPENSATION. Certain positions in the City may be required to be filled by employees who possess bilingual capabilities. The City reserves the right to determine the number of positions, where the positions are located, competency levels, and the second language required for each. Employees that hold these positions will be paid an additional Fifty Dollars ($50.00) per month for their capabilities. These positions will be bid on a yearly basis by seniority among all department personnel who meet the competency level required by the City.

SECTION 9. DISPATCH TRAINING INCENTIVE PAY. Communications Training Officers (CTO's) shall be selected by the City based upon the City's judgment relative to experience, knowledge, employment history, his/her ability to successfully monitor and train new/probationary employees and meet established qualifications for the CTO program.

Communications personnel with the CTO designation shall receive training incentive pay of twenty five dollars ($25.00) per shift per trainee when performing specific approved training duties. "Training duties" shall include, but are not limited to, "one-on-one" training, "double plug-in training," classroom instruction, materials preparation time, completion of Daily Observation Reports (DORs), and other training projects approved by the Dispatch Manager or his/her designee. Employees who sit with new/probationary employees, civilians, or other City personnel for the purpose of observing dispatch operations, and without being ordered to otherwise train, shall not be considered "in training" and shall not be eligible for training incentive pay.

CTO employees who fail to meet established expectations for the training program shall be relieved of responsibility under the program, at the City's discretion. Employees may re-apply for inclusion in the program after six (6) months and upon satisfactory demonstration that they meet program expectations.

SECTION 10. CDL TRAINING INCENTIVE PAY. CDL Trainers shall be selected by the City based upon the City's judgment relative to experience, knowledge, employment history, his/her ability to successfully monitor and train new/probationary employees and meet established qualifications for the CDL program.

CDL drivers with the CDL trainer designation shall receive training incentive pay of twenty five dollars ($25.00) per shift per trainee when performing specific approved training duties. "Training duties" shall include, but are not limited to, CDL classroom topics and hands-on training including with respect to changes to the federal regulations and other training projects approved by the Department Head or his/her designee.

CDL Trainers who fail to meet established expectations for the training program shall be relieved of responsibility under the program, at the City's discretion. Employees may re-apply for inclusion in the program after six (6) months and upon satisfactory demonstration that they meet program expectations.

ARTICLE 16. UNIFORM AND PROTECTIVE CLOTHING

Section 1. UNIFORMS. Any employee who is authorized and required to wear an official uniform, shall have that uniform provided, maintained, and laundered by the City.

Section 2. SPECIAL FOOTWEAR. All employees who are authorized and required to wear special footwear shall be paid the sum of Two Hundred dollars ($200.00) in January of each year. Such employees initially appointed during a year shall receive said footwear allowance with their initial paycheck.

ARTICLE 17. TOOLS

All employees who are required by the nature of their employment to use tools to accomplish their job assignment, and are required to provide their own tools, shall be reimbursed, upon presentation of receipts, for the cost of such tools up to maximum of Seven Hundred Fifty Dollars ($750.00) per year. Tools belonging to the City and employees shall be clearly marked or inscribed to identify ownership. Upon termination of employment with the City, all tools, except those purchased by the employee, shall remain the property of the City.

ARTICLE 18. HOURS OF WORK

Section 1. WORK DAY. The regular hours of work each day shall be eight (8) hours exclusive of lunch periods, within a twenty-four (24) hour period.

Section 2. WORK WEEK. The work week shall consist of five eight-hour days for a total of forty (40) hours.

Section 3. FLEX TIME. The Department Head, with the approval of the Mayor, may implement a flex time program within a department or a part thereof when, in the Department Head's judgment, consideration of the operational needs of the department would so allow. Assignment of employees to a flex time program within a department or a part thereof shall be based upon the operational needs of the department and such basis for assignment shall be consistently applied to each employee within the department or part thereof in which the flex time program is implemented.

The Department Head, with the approval of the Mayor, may revoke a flex time program at any time by giving notice of revocation to the Union and the employees assigned to the flex time program at least thirty (30) days prior to the date of revocation. During the period after notice and before revocation, the Union shall have the opportunity to present its view and suggestions with respect to the revocation; provided, however, the revocation shall not be subject to grievance and arbitration under this agreement.

Section 4. REPORTING. The Department Head shall establish procedures for reporting absence for each department or portion thereof. Such procedures shall be consistent with Article 20, Section 8 of this Agreement.

Section 5. CALL-BACK TIME. Any employee called back to work prior to the beginning of his next regular shift shall be selected pursuant to Section 7 of this Article and shall be compensated at the rate of time and one-half in cash or time and one-half off. An employee called back for work shall be compensated at the overtime rate for a minimum of four (4) hours. This provision shall not apply to those employees assigned to and compensated for stand-by purposes. Also, this provision does not apply to callbacks two (2) hours before and in conjunction with

commencement of the regular shift. In this case the employee will be paid a minimum of two hours at the overtime rate.

Section 6. STAND-BY TIME. Any employee assigned and required to hold himself available for call-backs shall be paid stand-by pay in the sum of One Dollar Twenty-Five Cents ($1.25) per hour in addition to all other compensation. Any employee on stand-by who is called back to work prior to the beginning of his next regular shift shall be compensated at the rate of time and one-half for a minimum of two hours.

Such stand-by assignments shall be fairly and equitably made upon a rotating basis to employees within the affected class and departments who volunteer for and are qualified to perform such duty. If sufficient employees do not volunteer for such duty, it shall be assigned upon a rotating basis within the appropriate class and departments. Any employee assigned and required to hold himself available for call backs shall be provided with a remote telecommunication device and shall be available for and able to report for work.

Section 7. OVERTIME ASSIGNMENTS. Non-emergency overtime shall be distributed fairly and equitably, on a rotating basis, within a class, section in the Police Department, and department. In order to accomplish the fair and equitable rotation of overtime distribution, a seniority list, in order of departmental seniority, shall be established for each class within each department. An employee must indicate in writing his willingness to perform overtime work in order to be placed on the appropriate list. Any employee on sick leave is not eligible for overtime for that 24-hour period unless such sick leave is used for a doctor or dentist appointment or attendance at a funeral. Overtime shall be distributed by offering it to employees in order of their placement on the appropriate list. Subject to the following exceptions, an employee's name shall be rotated to the bottom of the list when the employee accepts and works an overtime shift or portion thereof:

(1) In the Department of Aviation and the Streets Division of the Bureau of Public Works, an employee shall not be rotated to the bottom of the list until the employee has received a minimum of four (4) hours of overtime: and

(2) In the Wastewater Department, any employee who refuses or fails to work offered overtime shall have their name rotated to the bottom of the list following the name of the employee who actually worked such overtime. The following example is provided as illustration of the foregoing:

The order of the list is A,B,C,D, and employee A refuses the overtime, but B works such overtime. The new order would be C,D,B,A after rotation.

The following procedure shall apply to overtime assignments in the Police Department Communications Center: (For actual procedure to be used at the Police Department Communications Center reference Intra-Department Communication dated March 22, 2006.)

(1) In order of seniority the on-duty civilians will be offered all of the overtime if the vacated shift is two (2) hours or less. If the vacancy remains, the on-coming civilians in order of seniority will be offered the entire amount of the shift, if the vacated shift is two (2) hours or less. In order of seniority, the on-duty civilians will be offered the first one-half (1/2) of the vacated shift, exceeding two (2) hours. In order of seniority, the on-coming civilians will be offered the last one-half (1/2) of the vacated shift exceeding two (2) hours.

(2) If the vacancy remains, the most senior civilian with the day off will be offered the vacated shift.

(3) If the vacated shift cannot be filled by civilian personnel assigned to the Communication Center, it may be filled by other qualified Police Department personnel.

The parties recognize that certain tasks are inherently individual in nature, and work on an overtime basis necessary for an individual to complete such task is not subject to the provisions of this Section.

Section 8. SHIFT ROTATION. Emergency Service Dispatchers and other employees whose shift assignments were rotated on a regular, calendar-based cycle, during the term of the Agreement prior to this Agreement, shall continue such method of accomplishing the rotation of shifts. No change in an employee's

shift may be made by the City unless the employee is given notice in advance of three (3) shifts, including the one in which the employee is notified.

Section 9. SHIFT ASSIGNMENT. Employees assigned to a department or division/section thereof where two or more shifts are worked, shall be assigned to one of the shifts by the following procedures:

A. Shift assignments shall be bid on a seniority basis on a minimum of once per year.

B. Shift seniority shall be the length of service in a class within the department or division/section thereof. If departments or divisions/sections thereof are combined, seniority shall be integrated.

C. An employee may be transferred to another shift on a temporary basis for a period not to exceed sixty (60) calendar days per year for training purposes or other verifiable department needs.

D. Probationary employees may be assigned to any shift for training purposes, but it is understood that as much training as possible be done on the shift this employee will ultimately fill.

E. The Department Head may involuntarily transfer an employee to another shift within the same division, but such transfer shall be for just cause only, subject to the grievance procedure.

F. No change in an employee's shift may be made by the City, except due to a verifiable emergency, unless the employee is given notice in advance of seventy-two (72) hours. If less than 72 hours' notice is given, the employee shall be entitled to time and one-half for each hour in the first new shift which differs from the hours worked in the former shift, unless such employee is already receiving time and one half for such hour(s) under another provision of this Agreement. For each hour worked in the new shift which differs from hours worked in the former shift, the employee shall be paid shift differential irrespective of whether or not the hours worked in the new shift become the employee's regular assignment.

G. When a vacancy on a shift is filled or when a probationary employee completes his/her probation period vacating a more favorable training slot, the

vacancy shall be filled by bidding process on a seniority basis. If not filled in this manner, the least senior employee will fill the vacancy.

H. Employees may, with supervisor approval, trade shift assignments with the most senior employee desiring the trade.

Section 10. SPECIAL DUTY ASSIGNMENT**.** Departments may transfer employees within the same class or similar classes occupying the same line of promotion for seasonal work demands, special projects, cross training, and job development. The City will generally seek volunteers who have the necessary skills and certifications for the duty assignment. If volunteers are not available, or if more employees are qualified than is needed for the assignment, the City shall make the assignment based on seniority. Issues regarding duty assignment will be brought back to the Labor Management Committee established under Article 9 of this Agreement. Callout will be done on a rotating basis; the employee with most seniority would be offered it first then rotated to the bottom of the volunteer list. If no one volunteers for the assignment, the lowest person on the list would be assigned and then rotated to the top of the volunteer list.

ARTICLE 19. OVERTIME

Section 1. OVERTIME COMPENSATION. Employees will be compensated for overtime at the rate of time and one-half, in either cash or compensatory time, at the discretion of the employee for any overtime required. The overtime rate for each hour of overtime shall be computed as follows: 1 ½ times the sum of the basic monthly rate plus longevity pay, divided by 173.83, plus 1 ½ times the hourly shift differential, if any, for each overtime hour worked, plus 1 ½ times the hourly step-up pay, if any, for each overtime hour worked. Overtime pay shall be paid within the pay period and no later than the following pay period.

Section 2. COMPENSATORY TIME. The City retains the right to assign overtime. The payment of overtime or granting of compensatory time is left to the discretion of the City; provided, however, an employee shall not be forced to take compensatory time if the employee elects to be paid for the overtime work. The City will not be unreasonable in the granting of accrued compensatory time off and when it can be taken. The City's stated business reason shall be consistently applied to all employees in the same work unit regarding which employee must take the overtime option.

Section 3. DAILY. All work performed in excess of eight (8) hours in any work day shall be compensated at the overtime rate.

Section 4. WEEKLY. All work performed in excess of forty (40) hours in the designated work week shall be compensated at the overtime rate. For the purpose of this Section, the term "work performed" shall include compensatory time, vacation and paid personal leave actually taken. No other paid or unpaid leave shall be included as "work performed" or otherwise included in calculating hours worked up to or in excess of forty (40) hours. There shall be no duplication or pyramiding of overtime pay and employees shall not be paid more than once, for more than one reason or under more than one provision of this Agreement for the same hours worked. The work week for purposes of overtime under this Section commences on Sunday at 12:01 a.m. and ends at midnight on the following Saturday.

Section 5. COURT TIME. In the event a general services employee from the communication center is required to participate in a judicial proceeding outside of his or her normal work shift, he or she will be compensated for no less than two (2) hours at the rate of time and one-half, or for actual hours worked at the rate of time and one-half if more than two (2) hours. If the employee is required to participate or be available to participate during such time that the employee would have been on a regularly scheduled day either the day before or the day after a vacation or personal day or, if the day he or she is scheduled to be available is on a vacation day or a personal day the employee shall have the option to take a cash payment of time and one-half for the entire day or one-half time plus an additional day off.

Once the subpoena is served, an employee will not be allowed to schedule a vacation day or personal day on the date of the court proceeding. If the employee is subpoenaed while on sick or injured leave the employee will be considered in work status for that day.

ARTICLE 20. LEAVES AND OTHER ABSENCES

Section 1. SICK LEAVE.

A. PAID SICK LEAVE BENEFITS. Paid sick leave to the extent the same is accrued and unused shall be granted to permanent full-time employees and probationary employees in case of actual illness or disability occurring without negligence of the employee; or for an amount consistent with that required under the Healthy Families and Workplaces Act each calendar year for an illness of the employee's spouse or child, parent, or a member of the employee's immediate household, subject to verification thereof. A medical certificate issued and signed by the employee's physician which provides adequate verification that a legitimate medical reason for the absence existed and which provides enough detail so the City will understand what, if any, restrictions exist upon the employee's return to work shall be required for any absence for which paid sick leave is claimed by the employee exceeding four (4) consecutive working days; provided, further, the Mayor, in any case of suspected abuse of sick leave privileges, may require such medical certificate for any absence for which paid sick leave is claimed by the employee. Requests for sick leave for an employee's last scheduled work shift before a vacation or scheduled time-off, or for his first scheduled work shift after a vacation or scheduled time-off, may be indicative of such abuse. Use or attempted use of paid sick leave benefits for any reason other than actual illness or disability shall be deemed an activity unbecoming an employee of the City. Disability caused by injury while on duty and maternity leave shall be compensated as hereinafter set forth.

B. SICK LEAVE; ACCRUAL.

1. Each permanent full-time employee hired before 01/01/96 shall accrue paid sick leave at the rate of one and one-half days for each calendar month of completed full-time duty to a maximum accrual of two hundred (200) days. An employee hired on or after January 1, 1996, shall accrue paid sick leave at the rate of one day for each calendar month of completed full-time duty to a maximum accrual of two hundred (200) days.

2. Probationary employees shall accrue paid sick leave benefits during their probationary period.

C. SICK LEAVE; BENEFITS UPON SEPARATION.

1. Upon separation for any reason other than death, discharge, retirement, or resignation with more than 20 years continuous service, an employee hired prior to January 1, 1996, whose sick leave accumulation exceeds seventy-five (75) days shall be paid at his regular rate of pay for the amount of sick leave accumulated over seventy-five (75) days, but not to exceed seventy-five (75) days.

2. Effective January 1, 2004, upon separation due to retirement, death, or resignation with 20 or more years continuous service, an employee hired prior to January 1, 1996 whose sick leave accumulation exceeds fifteen (15) days shall be paid at his regular rate of pay for the amount of sick leave accumulated over fifteen (15) days, but not to exceed one hundred twenty 120 days. For the purpose of this section, an employee separating due to lay-off, after twenty or more years of service, may elect to be paid off as if they are retiring or elect to leave their sick leave accrual with the City in anticipation of rehire.

3. In the event of death, such sum shall be paid to the beneficiary designated by the employee and, if no beneficiary is designated, to the surviving spouse and, in the event there is no surviving spouse, such sum shall be paid to the estate of such employee.

4. Separation benefits shall be paid immediately upon the effective date of separation.

5. Employees hired on or after January 1, 1996, shall not be reimbursed for unused sick leave upon separation. These employees will have the option to receive compensation for ten (10) days of sick leave each year at one-half (1/2) pay. However, before an employee may exercise this option, he must have a minimum of twenty-four (24) days of unused accrued sick leave to his credit, and his accrual may not be reduced to less than twenty-four (24) days by the exercise of this option.

6. Employees hired prior to January 1, 1996, shall have the option of electing the new plan, however, they must waive all benefits under Sections 20 (c)(1), 20 (c)(2), 20 (c)(3), and 20 (c)(7) of this Article. Once this election is made, the employee may not return to the old plan. This election to enter the new plan must be made prior to January 1, 1996. Employees who opt into the new plan shall accrue sick leave at one day for each month of completed full-time service with the City.

7. Employees hired prior to January 1, 1996, who have not elected the new plan, and who have at least 15 years of service and 120 days of accrued, unused sick leave to their credit, may annually sell back up to 10 days of sick leave for 1/2 pay. The number of sick leave days sold back to the City shall be deducted from the employee's accrual, but his accrual will be increased by future sick leave accrued but unused, to the maximum of 200 days. The amount of days available for buy-back under Sections 20 (c)(1) and 20 (c)(2) shall be permanently reduced by one-half of the days sold back to the City.

Section 2. INJURY LEAVE.

A1. Each employee covered by this Agreement who is injured while in the performance of his duties inside or outside the City limits shall be paid injury leave in a sum equal to the employee’s full salary for the period of disability not to exceed one (1) calendar year from the date of the injury, except that an employee who undergoes surgery for such duty injury shall be entitled to a total of one year of paid injury leave during a period ending 18 months from the date of injury whenever he/she may be disabled and unable to work as a result of such a duty injury. Even though the period of time during such an employee who undergoes surgery for a duty related injury is 18 months from the date of such injury, the total amount of said injury leave to which an employee is entitled shall in no event exceed the sum equal to one year of such employee’s full salary.

A. If benefits are reduced by 50% under the provisions of the Worker's Compensation Act of Colorado due to the willful failure to use safety devices, willful failure to obey safety rules, or intoxication of the employee, injury leave benefits otherwise payable under this Section shall be denied.

B. Injury leave benefits as set forth herein are maximum benefits for each injury. Employees on injury leave shall be granted all benefits provided other employees covered by this Agreement the same as if they were in active service of the City.

C. Worker's Compensation temporary disability benefits paid to an employee for the same period of time he receives injury leave benefits hereunder shall be reimbursed to the City, provided; that no amount shall be reimbursed until such time as the temporary disability benefits are actually paid. In the event an employee receives temporary disability benefits for the period he received injury leave benefits, he shall endorse to the City the check received by him for the purpose of paying such benefits. Receipt of injury leave benefits hereunder by an employee shall operate as and be a partial assignment to the City of said employee's interest in and to any cause of action against a third party as defined in C.R.S. 1973 8-52-100, et. seq., as amended, to the extent of injury leave benefits paid or payable hereunder by the City to said employee. During such time as he is receiving injury leave benefits hereunder and for a period of sixty (60) days from and after the receipt of the final payment thereof, said employees shall have an exclusive right to engage the services of an attorney-at-law to settle or to otherwise dispose of said cause of action which shall not be settled or otherwise disposed of without the written consent of the City. If said employee engages the services of an attorney as aforesaid, the City shall not be liable for costs or attorney fees in connection therewith; however, in lieu thereof, the City agrees to limit its pro rata share of any recovery so effected to seventy-five percent (75%) of injury leave benefits paid or payable to the employee hereunder. If said employee fails to engage the services of an attorney, as aforesaid, the City may take such action as it deems advisable for the recovery of one hundred percent (100%) of all injury leave benefits paid to said employee, and said employee will cooperate with the City in such action as it may take and furnish any and all papers and information in his possession deemed by the City to be necessary in connection therewith.

Section 3. FUNERAL LEAVE.

In addition to all leave benefits authorized under the terms of this Agreement, employees shall be entitled to funeral leave benefits pursuant to the terms of this Article.

A. **Parent, spouse, spousal equivalent as defined in PMC Section 6-3-1 (33.1), child, brother, sister, and grandchild** - Each employee shall be entitled to funeral leave for a period of ten (10) consecutive workdays commencing with the day of notification of death. Funeral leave shall be a special administrative leave, which is not accrued, not subject to any maximum, and not charged against any other accrued leave benefits.

B. **Immediate family defined as grandparent, mother-in-law, father-in-law, or other relative residing in the same household as the employee** - Each employee shall be entitled to funeral leave for a period of ten (10) consecutive workdays commencing with the day of notification of death. Funeral leave shall be paid leave and charged to employee's sick leave provided employee has a sufficient amount of sick leave accrued.

C. **Person not a member of immediate family** - Each employee shall be entitled to paid leave for a period of one (1) calendar day per year in order to attend the funeral of a person other than a member the immediate family. Funeral leave shall be paid leave and charged to employee's sick leave provided employee has a sufficient amount of sick leave accrued.

D. **Co-worker** – In the event of death of a departmental employee, employees of said department may be granted one-half (1/2) day's funeral leave, not to exceed 4 hours, for attendance of the funeral provided that the work schedule can be arranged by the Department Head so as not to materially impair the ability of the department to perform its public duties.

	RELATIONSHIP	LEAVE AMOUNT	LEAVE TYPE
Section A	Parent	10 days	Administrative Leave (paid)
	Spouse	10 days	Administrative Leave (paid)
	Child	10 days	Administrative Leave (paid)
	Brother / Sister	10 days	Administrative Leave (paid)
	Grandchild	10 days	Administrative Leave (paid)
Section B	Mother-in-Law	10 days	Sick Leave or Vacation provided employee has sufficient amount of leave accrued
	Father-in-Law	10 days	Sick Leave or Vacation provided employee has sufficient amount of leave accrued
	Other Relative Residing in Same Household as Employee	10 days	Sick Leave or Vacation provided employee has sufficient amount of leave accrued
Section C	Person other than Immediate Family Member	1 day	Sick Leave or Vacation provided employee has sufficient amount of leave accrued
Section D	Co-Worker	4 hours	Sick Leave or Vacation provided employee has sufficient amount of leave accrued

Section 4. TIME OFF TO VOTE. Each employee working for the City on any election day shall be allowed such time off, with pay, as is necessary to vote. This section shall not apply to any employee whose hours of employment on the day of the election are such that there are three (3) or more hours between the time of opening and the time of closing of the polls during which the employee is not employed on the job.

Section 5. COURT LEAVE.

A. Employees called for jury duty during working hours shall be granted leave. Employees shall receive their regular pay based on the hours they are normally scheduled to work during such time of service, provided that they pay to the City any jury duty fees, excluding mileage and parking reimbursement, which they receive. Mileage compensation, as well as jury duty or witness fees earned during holidays or vacation, shall be retained by the employee. An employee who reports to the court for jury duty but is excused for the day shall report to his/her job assignment within a reasonable time.

B. Employees who are subpoenaed to appear in court shall receive time off with pay upon turning over to the Employer any fees they receive for appearing. This provision shall not apply in any instance where the employee is a party in any fashion to the court action in question unless the employee's involvement arises out of performance by the employee of his/her regular duties and responsibilities for the City.

Section 6. MILITARY LEAVE. Any permanent employee who presents official orders requiring his attendance for a period of training or active duty as a member of the United States Armed Forces shall be entitled to military leave for a period or periods not to exceed a total of fifteen (15) calendar days in any one year. Military leave shall be in addition to, and may not be concurrent with, authorized vacation leave. The City shall pay such employee his full pay, minus the amount of his military base pay for any scheduled work day spent on military leave. Upon his return to work from a military leave, each employee shall provide to the City a copy of his military pay voucher so that the amount of City pay owed to him can be determined.

Section 7. MATERNITY/PATERNITY LEAVE.

A. An employee shall be granted leave for the birth of the employee's child. Maternity leave shall commence at the time of the child's birth or at the time recommended by the mother's physician and such leave shall expire upon the physician's written recommendation or six weeks from the date of birth, whichever first occurs.

B. Paternity leave shall not exceed three (3) weeks and shall commence at the time of the birth of the child, unless otherwise agreed by the employee and the appropriate supervisor.

C. An employee may utilize either sick leave or vacation leave for maternity or paternity leave purposes.

Section 8. ABSENCE WITHOUT LEAVE. Any employee covered by this Agreement who finds it necessary to be absent from duty due to emergency shall report the reasons therefore to his supervisor or department at least one hour before working time on the first day of such absence, and thereafter as reasonably established by the Department Head pursuant to Article 18. If this is not possible, the employee shall report to his supervisor or department at the earliest possible time and shall state the reasons for his failure to report at least one hour before working time. Failure of an employee to so report may be grounds for disciplinary action.

ARTICLE 21. LIGHT DUTY

Section 1. If, as a result of service connected injury or illness, an employee is temporarily disabled and unable to efficiently perform the duties of his position, but is able to efficiently perform the duties of some other position in which a vacancy exists and which position is compatible with the employee's skills and abilities, then the Department Head(s) may refer the employee for placement in such vacant position for a period not to exceed six (6) months. Upon approval of the Department Head, Director, and the Mayor, the employee may be so employed. Such assignment shall be called light duty.

Section 2. The salary and benefits of an employee on light duty shall be at least equal to the salary and benefits at which he was employed at the time of his injury or illness.

Section 3. Upon presentation of a doctor's certificate stating that the employee is physically capable of performing all the duties of the position in which he was classified to work at the time of his injury or illness, he shall be returned to full duty at that classification. If the Department Head determines that the work of the employee upon return to work is not satisfactory, the Department Head may cause the employee to be reexamined to determine his ability to perform.

Section 4. Any employee who refuses to cooperate in the placement program, by failure to accept or continue in the employment offered, shall, as of any such refusal, be disciplined.

ARTICLE 22. MEAL PERIODS AND REST PERIODS

Section 1. MEAL PERIODS. The City agrees to continue providing an unpaid meal period at or near the middle of the work-shift for all employees except emergency services dispatchers and Airport Ops/Maintenance Workers and Airport Ops/Maintenance Specialists assigned to security.

Emergency services dispatchers and Airport Ops/Maintenance Workers and Airport Ops/Maintenance Specialists assigned to security, Community Service Officers (CSOs) and Real Time Crime Technicians shall be provided a lunch break at or near the middle of the work-shift when conditions reasonably permit. During such time as the employee is eating, he or she will be fully responsible for the performance of his or her assigned duties unless other qualified and assigned dispatchers and Airport Ops/Maintenance Workers and Airport Ops/Maintenance Specialists assigned to security are present and able to perform such duties.

The City will provide an opportunity and materials for washing up prior to eating.

Section 2. REST PERIODS. In all work groups where on the date of execution of this Agreement authorized practices existed with respect to rest periods (coffee breaks, etc.), these practices shall continue for the duration of this Agreement. In addition to any regularly scheduled breaks, employees shall be entitled to reasonable and necessary time for the purpose of going to restroom facilities.

ARTICLE 23. HOLIDAYS

Section 1. DESIGNATION. The following days are hereby declared holidays for all employees:

A. The first day of January (New Year's Day)

B. The third Monday in January (Martin Luther King, Jr. Day)

C. The third Monday in February (Presidents Day)

D. The last Monday in May (Memorial Day)

E. The fourth day of July (Independence Day)

F. The first Monday of September (Labor Day)

G. The second Monday in October (Columbus Day)

H. The fourth Thursday in November (Thanksgiving Day)

I. The day after Thanksgiving

J. The twenty-fifth day of December (Christmas Day)

K. Two personal days (to be used any time with Departmental approval). In the Police Department Communication Center, the employee will be allowed two (2) shifts.

Section 2. SATURDAY AND SUNDAY OBSERVATION. When any holiday listed above falls on Saturday, the preceding Friday shall be observed as the holiday; when the holiday falls on Sunday, the following Monday shall be observed as the holiday.

For those employees scheduled to work on a Saturday or Sunday holiday, that day shall be considered the holiday. For those employees scheduled not to work on a Sunday or Monday holiday, the preceding Saturday shall be considered the holiday. In addition to the above, any day may be designated as a holiday by proclamation of the Council President upon approval of the City Council.

Section 3. WORK ON A HOLIDAY. The Mayor, Department Head, or immediate supervisor may require any employee to work on a holiday. Eligible employees who are required to work on the actual day of the holiday listed in Section 1 (A – J) of this Article shall be paid two times their regular rate of pay for each hour or fraction thereof of work performed on such day, in addition to their

regular monthly compensation. If the date that the employee works is a holiday for that employee, under Section 2 of this Article, then the employee shall be paid one and one-half times the regular rate of pay for the hours actually worked in addition to their regular monthly compensation.

Section 4. JUNETEENTH DAY. Subject to and conditioned upon similar amendments being made and becoming effective with respect to Section 6-6-1, P.M.C., and the City's collective bargaining agreements with the International Association of Fire Fighters Local No. 3 and International Brotherhood of Police Officers Local 537, Juneteenth Day (June 19th) shall be recognized as a declared holiday in addition to those designated in Section 1 of this Article.

ARTICLE 24. VACATION

Section 1. ENTITLEMENT.

Every employee shall be allowed vacation leave with pay at the rate set forth in the following schedule:

SERVICE REQUIRED	ANNUAL ACCRUAL	ACCRUAL RATE
0 -- 6 Months	0 Shifts	0 hours for each full month service *
7 months -- 60 months	12 Shifts (8 Hours)	8 hours for each full month service
61 months -- 120 months	15 Shifts (8 Hours)	10 hours for each full month service
121 months -- 180 months	18 Shifts (8 Hours)	12 hours for each full month service
181 months -- 240 months	21 Shifts (8 Hours)	14 hours for each full month service
241 months or more	24 Shifts (8 hours)	16 hours for each full month service

* Notwithstanding the above language, every employee other than an employee in the Emergency Services Dispatcher classification shall be credited with 40 hours vacation upon successful completion of the initial probationary period. An employee in the Emergency Services Dispatcher classification shall be credited with 40 hours vacation upon successful completion of the initial six months of service.

Section 2. HOW TAKEN. Vacation credit may be accumulated to a maximum of twice the amount accrued annually by the particular employee at any one time, and such leave may be granted in minimum and maximum periods as provided by the Department Head concerned; provided vacation leave will not be granted in excess of vacation credit earned prior to the starting day of leave.

Section 3. VACATION RECORDS. Each Department Head shall keep the necessary records of vacation leave allowance. Vacation schedules shall be worked out between the Department Head and the employees of his department. The employee in the classification with the longest consecutive length of service, as defined in Rule 37 of the Civil Service Rules, with the City shall be given first choice, the next senior employee second choice, and the like for succeeding conflicts, if any. For the purpose of vacations in the Police Department Communication Center for members of the Bargaining Unit, there shall be created three (3) vacation rosters, by shift, and for the purpose of compiling a seniority list, the Senior Dispatcher Classification and the Dispatcher Classification shall be combined and the employees on the shift will choose their vacations on the basis of seniority on the combined seniority list by shift. The Department Head shall have the right to determine how many employees in a classification may be off on vacation at any one time.

For the purpose of scheduling vacations in the Streets Division, the following shall apply:

1. Vacations shall be scheduled for each area crew. For each area crew, there shall be two (2) vacation rosters, each of which shall have combined classifications.

2. The first vacation roster on each crew shall contain the classification of Crew Leader, Street Inspector, and Equipment Operator IV and Equipment Operator II. Within those classifications, the employee with the longest consecutive service within the Department shall be given first choice to schedule vacation, the next senior employee second choice and, the like for succeeding employees.

3. The second vacation roster for each crew shall contain the combined classifications of Sweeper Operator, Equipment Operator I, and Laborer. Within those classifications, the employee with the longest consecutive service within the department shall be given first choice to schedule vacation, the next senior employee second choice, and the like for succeeding employees.

4. Six (6) employees on each crew shall be allowed vacation at the same time, three from the first vacation roster and three from the second vacation roster on each crew.

Section 4. PAY IN LIEU OF VACATION. If, in the discretion of the Mayor, an emergency exists, an employee may be granted the equivalent in money of vacation leave to which such employee is entitled for that year; but it is the policy of the council that each employee shall be granted a full amount of vacation leave each year.

Any employee who has reached the age of fifty (50) years and has a minimum of fifteen (15) years of service with the City, or any employee regardless of age who has a minimum of twenty (20) years of service with the City, may sell eighty (80) hours of vacation and two (2) personal days one time per year for no more than three years.

Section 5. CREDIT FOR HOLIDAY WORKED. In lieu of other holiday benefits, Emergency Services Dispatchers, and Code Enforcement Officers shall be credited with one additional working shift of vacation for each holiday set forth in Article 23, except for personal holiday(s), at the end of each completed year of service. Said employees shall not receive an additional vacation day for personal holiday(s).

ARTICLE 25. HEALTH, HOSPITALIZATION AND DENTAL INSURANCE

Section 1. HEALTH, ACCIDENT, HOSPITALIZATION AND MAJOR MEDICAL INSURANCE. Health insurance shall be as provided or otherwise determined pursuant to the August 26, 2019 Self-Funded Health Benefit Plan Amendment to the Labor Agreement, a copy of which is attached hereto and labelled Appendix E; provided, however, subsection 1.b. shall be amended to read as follows:

> Premiums and Contributions. Premiums shall be determined by City based upon the recommendation of City's insurance broker consultant, the plan design chosen pursuant to above Subsection 1.a., and the funding level acceptable to City. Employees who are eligible and select an offered plan shall pay the cost of any applicable premium by payroll deduction subject to the contributions herein provided. The City shall pay 95% of the actual premium for an individual policy per month but not to exceed $985.80. The City shall pay 78% of the actual cost of a premium toward the cost of a single plus spouse, single plus child or children or family policy per month for employees but not to exceed $1,756.90 with respect to a single plus spouse plan or $1,598.31 with respect to a single plus child or children plan or $2,057.39 with respect to a single plus family plan ("Contribution Cap"). The Contribution Cap applicable to each coverage tier, i.e. individual, single plus spouse, single plus child or children or family coverage tier, shall be increased by fifty percent (50%) of any increase between the HMO Tier 1 premium for such coverage tier in the current year and the recommended HMO Tier 1 premium for such coverage tier in the subsequent year. If the employee elects coverage under a PPO option, if offered, the City's contribution to payment for such PPO shall be in the same dollar amount as if the employee had elected coverage under the HMO Tier 1 option for the same coverage tier. If an employee elects coverage under a high deductible health plan with Health Savings Account ("High Deductible

HSA"), if offered, the City's monthly contribution for the High Deductible HSA shall be One Hundred Dollars ($100.00) per month less than monthly contribution required for the City's HMO Tier 1 plan, at the same coverage tier, and the City will contribute Sixty Six Dollars and 67 Cents ($66.67) per month to each employee's health savings account under such High Deductible HSA.

Section 2. DENTAL POLICY. The City shall pay $24.66 monthly toward the full cost of an individual employee policy or family policy for employees.

ARTICLE 26. RESERVED

ARTICLE 27. NEW CLASSES

Section 1. NEW CLASSES. In the event of the creation of a new class during the term of this Agreement, the parties shall meet and confer in good faith respecting such class within twenty (20) days from the creation thereof. The parties may, if they mutually agree, amend this Agreement by memorandum of understanding to make special provisions for such new class.

Section 2. PROVIDING DATA. Both parties agree they are mutually obligated to provide all reasonable required data in their possession to the other party in respect of the discussions referred to in Section 1 hereof.

Section 3. MEETINGS. The parties agree to schedule joint meetings between representatives of the Union and representatives of City management as follows:

a) meetings under this section shall be held not more than once each quarter;

b) Union presence at such meetings shall be limited to the Union president or designee and not more than four (4) additional Union representatives;

c) requests for such meetings must be initiated by the Union or the City on not less than 30 days' written notice to the other party;

d) such meetings shall not be substitute for the grievance procedure in this agreement;

e) no final agreement or final action shall be done at such meetings.

ARTICLE 28. OTHER CONDITIONS

1. During the term of this Agreement, no existing practice affecting a mandatory subject of bargaining, as defined in Section 8-14 of the Charter of the City of Pueblo, shall be changed, except by mutual written agreement of the parties.

The term "existing practice affecting a mandatory subject of bargaining" does not include any right reserved to the City under Article 3 of this Agreement.

2. In accordance with City Council Resolution No. 7157, smoking by any member of the Bargaining Unit is prohibited in all public buildings which are owned, leased or controlled by the City of Pueblo, except in designated smoking areas, if any, located in restaurants operated under concession or management agreements with the City.

Smoking by any member of the Bargaining Unit is prohibited in or on all City owned or leased vehicles at all times.

3. In each department in which a CIRSA safety committee is established, the safety committee shall include a Bargaining Unit member. The Union reserves the right to designate the member of the Bargaining Unit who will serve on the safety committee.

ARTICLE 29. WAIVER AND NOTICE

Section 1. WAIVER. Failure of either party to enforce, or insist upon, the performance of any term, condition, or provision of this Agreement in any one or more instances shall not be deemed a waiver of such term, condition, or provision. No term, condition or provision of this Agreement shall be deemed waived by either party unless such waiver is reduced to writing and signed by an agent of the party who has actual authority to give such waiver. If such written waiver is given, it shall apply only to the specific case for which the waiver is given and shall not be construed as a general or absolute waiver of the term, condition, or provision which is the subject matter of the waiver.

Section 2. NOTICE REQUIREMENTS. Where any provision of this Agreement requires that any notice or information be given by one party to the other party within a specified time, such requirement will not be met unless such notice is personally served upon the official of the other party designated to receive such notice under the terms of this Agreement or left at such person's regular business office during normal business hours with his administrative support staff within the limits specified in this Agreement. The Union shall provide to the City the names of not less than three (3) authorized representatives. Service of any notice required under the terms of this Agreement upon such an authorized representative shall be effective service upon the Union.

ARTICLE 30. SEVERABILITY

Should any provision of this Agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. However, if any provision of this Agreement should be declared invalid by any court of competent jurisdiction, then the parties to this Agreement shall meet within fifteen (15) days from the date they learn of such declaration and negotiate in good faith for the purpose of agreeing upon a lawful provision which would accomplish the intent of the parties as expressed by the provision declared invalid.

ARTICLE 31. ENTIRE AGREEMENT

AGREEMENT COVERS ALL MATTERS. The Union and the City agree that this Agreement and the July 10, 2012, Memorandum of Understanding, a copy of which is attached hereto and labeled Appendix D, covers all matters affecting wages, rate of pay, hours, grievance procedures, working, and other terms and conditions of employment. These matters are not available for further negotiations during the administration of this Collective Bargaining Agreement, except as specifically provided for herein. During the terms of this Agreement, neither the City nor the Union shall utilize this Article to avoid processing matters set forth in this Agreement through the settlement of disputes provisions.

ARTICLE 32. TERM OF AGREEMENT

This Agreement shall be effective January 1, 2026, and all of its provisions shall remain fully effective through December 31, 2026, and may be extended by the City for two (2) successive one (1) year terms.

The decision to extend the term of this Agreement shall be made by the City Council on or before the 15th day of March 2026, or 2027, whichever the case may be. The extended term shall be upon the same terms and conditions, except that wages during each extended term shall be as provided or otherwise determined pursuant to Section 15.1 of the Agreement and health insurance during each extended term shall be as provided or otherwise determined pursuant to Section 25.1 of the Agreement. If the City Council shall fail to extend the term of the Agreement as stated above, then either party may commence negotiations for a successor agreement by serving notice pursuant to the City Charter on or before April 1, 2026, or April 1, 2027, as the case may be.

ARTICLE 33. WELLNESS PROGRAM

The City will maintain a wellness program which may be made City-wide at the option of the City. The plan will be managed by the City and subject to amendment by the City with input from the representative designated by the Union.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2025.

PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES

_____

President

CITY OF PUEBLO

_____

Mayor

_____

Secretary

ATTEST:

_____

City Clerk

APPROVED:

_____

City Attorney

APPENDIX A

CITY OF PUEBLO

P.A.G.E.

BARGAINING UNIT

The Bargaining Unit shall consist of all non-supervisory employees in the classified service of the City of Pueblo, except Fire Fighters, Police Officers and Stage Hands. Specifically **excluded** are the following Class B, mid-management positions:

Accountant II
Accounting Manager
Administrative Assistant
Airport Operations/Maintenance Supervisor
Assistant Accounting Manager
Assistant Director/Human Resources
Assistant Director/Information Technology
Assistant Director/Parks and Recreation
Assistant WWTP Superintendent
Budget Analyst
CDGB/HOME & Housing Administrator
Civil Engineer/Construction
Civil Engineer/Drainage
Civil Engineer/Public Works
Civil Engineer/Transportations
Civil Engineer/Wastewater
Civil Service Administrator
Code Enforcement Manager
Community Initiative to Reduce Violence (CIRV) Program Manager
Community Service Supervisor
Construction Manager
Court Administrator
Crime Analyst
Deputy City Clerk
Deputy Director Public Works
Deputy Fire Chief
Dispatch Manager
Engineering Manager
Executive Assistant
Facilities Maintenance Superintendent
Fleet Superintendent
Grant & Resources Development Administrator

Grant Coordinator/Financial Empowerment
Grant Analyst
HR Analyst I
HR Analyst II
Landscape Architect
Legal Assistant
MPO Manager
MS4 Permit Coordinator
Non-Profit Compliance Coordinator
Outdoor Recreation Administrator
Paralegal
Parks Supervisor
PD Community Engagement Manager
Police Captain
Police Deputy Chief
Police Records Manager
Pretreatment Manager
Principal Planner
Purchasing Contracts Administrator
Recreation Supervisor
Regulatory Compliance Specialist
SCADA Administrator
Senior Business Systems Analyst
Senior GIS Administrator
Senior HR Analyst
Senior Integration Administrator
Senior Media Systems Administrator
Senior Network Administrator
Senior Network Communications Specialist
Senior Security Administrator
Senior Systems Administrator
Senior Tax Auditor
Shops Supervisor
Stormwater Coordinator
Stormwater Engineering Manager
Stormwater Utility Maintenance Supervisor
Street Maintenance Supervisor
Tax Audit Manager
Tax Auditor II
Traffic Control Supervisor
Traffic Engineer
Wastewater Collections Supervisor
Wastewater Engineering Supervisor
Wastewater Maintenance Supervisor
Wastewater Treatment Plant Lab Supervisor
Wastewater Treatment Plant Superintendent

APPENDIX B

CLOSED CLASSES

Accounting Technician II
Accounting Technician III
Accounting Technician IV
Administrative Technician
Airport Operations/Maintenance Specialist
Area Crew Leader
Associate Engineer I
Associate Engineer II
Associate Engineer II – Stormwater Utility
Associate Engineer II – Wastewater
Associate Field Engineer
Aviation Operations Technician
Business Systems Analyst
Civil Service Technician
Code Enforcement Officer
Court Technician II
Emergency Services Dispatch Supervisor
Equipment Operator I
Equipment Operator II
Equipment Operator IV
Fire Support Technician
Gardener
HR Records Technician
Investigations Technician
Inspector – Stormwater Utility
Inspector - Wastewater
Lab Analyst II
Lab Analyst III
Land Use Records Technician
Land Use Technician
Land Use Technician II
Law Department Technician
Lead Code Enforcement Officer
Lead Court Technician
Legal Support Assistant
Municipal Records & Technical Coordinator
Network Communications Specialist II
Parks Area Crew Leader
Park Caretaker I
Park Caretaker II
Park Caretaker II - Irrigation
Park Caretaker II - Playground
Park Maintenance Mechanic

Parks & Recreation Technician
Parts Clerk
Police Investigations Technician
Police Payroll Technician
Police Records Technician
Police Services Technician
Property and Evidence Technician
Purchasing Contracts/Coordinator
Senior Airport Operations/Maintenance Specialist
Senior Office Assistant
Senior PC Network Technician
Senior Wastewater Treatment Plant Maintenance Mechanic
Streets Maintenance Mechanic
Stormwater Crew Leader
Surveyor
Sweeper Operator
Traffic Control Utility Worker II
Traffic Control Utility Worker III
Traffic Signs and Marking Specialist
Wastewater Operator A
Wastewater Operator B
Wastewater Inventory/Control Specialist
Wastewater Treatment Plant Instrument & Controls Specialist
Wastewater Treatment Plant Maintenance Mechanic
Wastewater Utility Worker I
Wastewater Utility Worker II
Wastewater Utility Worker III
Wastewater Utility Worker IV
Water Reclamation Worker I
Water Reclamation Worker II

APPENDIX C

CLASSES WHICH ARE OPEN OR CLOSED
UPON DETERMINATION OF MAYOR

Abandoned Vehicle Coordinator
Abatement Worker
Accountant I
Airport Operations/Maintenance Worker
Aviation Security/Contracts Coordinator
Building Custodian
Carpenter
Civil Service Analyst
Code Enforcement Officer
Community Development Specialist
Community Outreach Specialist
Community Risk Reduction Coordinator
Community Service Coordinator
Community Service Officer
Community Service Specialist
Court Marshall
Court Technician
Crime Data Technician
Dispatch Training Coordinator
Electrician
Emergency Services Dispatcher
Fleet Mechanic
Fleet Service Writer
GIS Coordinator
GIS Specialist I
GPS Technician
Horticulture Specialist
Housing and Community Development Coordinator II
Housing and Community Development Specialsit
HVAC Technician
Inspector - Construction
Lab Analyst
Laboratory Pretreatment Specialist
Licensing Coordinator
Media Systems Administrator
Network Communication Specialist I
Marketing and Recruitment Specialist
Marketing and Social Media Specialist
Mason
Media Systems Specialist
Office Assistant
Painter

Park Ranger
Parking Enforcer
Parks Senior Mechanic/Welder
Payroll Coordinator
PC Network Technician
Permit Compliance Specialist – SW
Permit Compliance Specialist – WW
Planner
Plumber
Pretreatment Specialist
Probation Officer
Program Coordinator/Aquatics
Program Coordinator/El Centro del Quinto Sol
Program Coordinator/Forestry
Program Coordinator/Horticulture
Program Coordinator/Housing
Program Coordinator/Ice Arena
Program Coordinator/Marketing
Program Coordinator/Park Rangers
Program Coordinator/Sports
Public Works Asset Coordinator
Public Works Projects Coordinator
Purchasing Specialist
Real Time Crime Center Technician
Senior Facilities Maintenance Technician
Senior Planner
Senior Traffic Signal Technician
Social Media Specialist
Solid Waste Coordinator
Survey Party Chief
Survey Party Chief-LS
System Administrator
Tax Compliance Technician
Tax Auditor
Traffic Engineering Analyst
Traffic Signal Technician
Transportation Planning Technician
Trash Removal Coordinator
Utility Locate Technician
Utility Worker
Wastewater Data Technician
Wastewater Data Technician II
Wastewater Maintenance Coordinator
Water Reclamation Worker
WW Utility Worker

APPENDIX D

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into this 27th day of June, 2012 by and between the Pueblo Association of Government Employees ("Union") and Pueblo, a Municipal Corporation ("City").

WHEREAS, Union is desirous of implementing a ten (10) hour a day work day within certain divisions of the Wastewater Department.

WHEREAS, the City is agreeable to implementing a ten (10) hour work day on a trial basis and subject to certain limitations and conditions.

NOW, THEREFORE, in consideration of the foregoing, the Union and City stipulate; acknowledge and agree as follows:

1. A work schedule shall be implemented wherein: (a) the regular hours of work each day shall be ten (10) hours exclusive of lunch periods, within a twenty-four (24) hour period; and (b) the work week shall consist of four (4) ten-hour days for a total of forty (40) hours (herein the "4 x 10 Schedule").

2. With respect to employees assigned to the 4 x 10 Schedule, the terms and conditions of employment and related provisions of the labor agreement between the Union and City shall be amended as follows:

(a) Article 13, Section 3:

UNAUTHORIZED ABSENCES FOR MORE THAN FOUR (4) DAYS. Any unauthorized absence of more than four (4) consecutive working days shall be deemed to be and shall constitute a resignation from employment by the employee

(b) Article 18, Sections 1 and 2:

Section 1. WORKDAY. The regular hours of work each day shall be ten (10) hours exclusive of lunch periods within a twenty-four (24) hour period.

Section 2. WORK WEEK. The work week shall consist of four ten-hour days for a total of Forty (40) hours.

(c) Article 19, Section 3:

Section 3. DAILY. All work performed in excess of ten (10) hours in any work day shall be compensated at the overtime rate.

(d) Article 20:

Section 1. SICK LEAVE.

A. PAID SICK LEAVE BENEFITS. Paid sick leave to the extent the same is accrued and unused shall be granted to permanent, full-time employees and probationary employees in case of actual illness or disability occurring without negligence of the employee; or for a maximum of twenty-four (24) hours in each calendar year for an illness of the employee's spouse or child, parent, or a member of the employee's immediate household, subject to verification thereof. A medical certificate subscribed by the employee's physician on forms supplied by the City shall be required for any absence for which paid sick leave is claimed by the employee exceeding three (3) consecutive working days; provided, further, the City Manager, in any case of suspected abuse of sick leave privileges, may require such medical certificate for any absence for which paid sick leave is claimed by the employee. Requests for sick leave for an employee's last scheduled work shift before a vacation or scheduled time-off, or for his first scheduled work shift after a vacation or scheduled time-off, may be indicative of such abuse. Use or attempted use of paid sick leave benefits for any reason other than actual illness or disability shall be deemed an activity unbecoming an employee of the City. Disability caused by injury while on duty and maternity leave shall be compensated as hereinafter set forth.

B. SICK LEAVE; ACCRUAL.

1. Each permanent full-time employee hired before 01/01/96 shall accrue paid sick leave at the rate of twelve (12) hours for each calendar month of completed full-time duty to a maximum accrual of one thousand six hundred (1,600) hours. An employee hired on or after January 1, 1996, shall accrue paid sick leave at the rate of eight (8) hours for each calendar month of completed full-time duty to a maximum accrual of one thousand six hundred (1,600) hours.

2. Probationary employees shall accrue paid sick leave benefits during their probationary period.

3. Temporary and temporary part—time employees shall not accrue paid sick leave benefits.

C. SICK LEAVE; BENEFITS UPON SEPARATION.

1. Upon separation for any reason other than death, discharge, retirement, or resignation with more than 20 years continuous service, an employee hired prior to January 1, 1996, whose sick leave accumulation exceeds six hundred (600) hours shall be paid at his regular rate of pay for the amount of sick leave accumulated over six hundred (600) hours, but not to exceed six hundred (600) hours.

2. Effective January 1, 2004, upon separation due to retirement, death, or resignation with 20 or more years continuous service, an employee hired prior to January 1, 1996 whose sick leave accumulation exceeds one hundred twenty (120) hours shall be paid at his regular rate of pay for the amount of sick leave accumulated over one hundred twenty (120) hours, but not to exceed nine hundred and sixty (960) hours. For the purpose of this section, an employee separating due to lay-off, after twenty or more years of service, may elect to be paid off as if they are retiring or elect to leave their sick leave accrual with the city in anticipation of rehire.

3. In the event of death, such sum shall be paid to the beneficiary designated by the employee and, if no beneficiary is designated, to the surviving spouse and, in the event there is no surviving spouse, such sum shall be paid to the estate of such employee.

4. Separation benefits shall be paid immediately upon the effective date of separation.

5. Employees hired on or after January 1, 1996, shall not be reimbursed for unused sick leave upon separation. These employees will have the option to receive compensation for eighty (80) hours of sick leave each year at one-half (1/2) pay. However, before an employee may exercise this option, he must have a minimum of one hundred and ninety-two (192) hours of unused accrued sick leave to his credit, and his accrual may not be reduced to less than one hundred and ninety-two (192) hours by the exercise of this option.

6. Employees hired prior to January 1, 1996, shall have the option of electing the new plan, however, they must waive all benefits under Sections 20(c)(1), 20(c)(2), 20(c)(3), and 20(c)(7) of this Article. Once this election is made, the employee may not return to the old plan. This election to enter the new plan must be made prior to January 1, 1996. Employees who opt into the new plan shall accrue sick leave at eight (8) hours for each month of completed full-time service with the City.

7. Employees hired prior to January 1, 1996, who have not elected the new plan, and who have at least 15 years of service and nine hundred and sixty (960) hours of accrued, unused sick leave to their credit, may annually sell back up to eighty (80) hours of sick leave for 1/2 pay. The number of sick leave hours sold back to the City shall be deducted from the employee's accrual, but his accrual will be increased by future sick leave accrued but unused, to the maximum of one thousand six hundred (1,600) hours. The amount of hours available for buy-back under Sections 20(c)(1) and 20(c)(2) shall be permanently reduced by one-half of the hours sold back to the City.

(e) Article 23, Section 1, Subsection K:

K. Sixteen hours of personal leave. Personnel leave shall not be accumulated and may be only taken if there is sufficient personal leave time and/or vacation time to cover a complete work day.

(f) Article 24, Section 1:

Section 1. ENTITLEMENT.

Every employee shall be allowed vacation leave with pay at the rate set forth in the following schedule:

SERVICE REQUIRED	ANNUAL ACCRUAL	ACCRUAL RATE
0 - 6 Months	0 hours	0 hours for each full month service*
7 months - 60 months	ninety-six (96) hours	8 hours for each full month service
61 months - 20 months	one hundred and twenty (120) hours	10 hours for each full month service
21 months - 180 months	one hundred and forty-four (144) hours	12 hours for each full month service
181 months or more	one hundred and sixty-eight (168) hours	14 hours for each full month service

*Notwithstanding the above language every employee shall be credited with forty (40) hours vacation upon successful completion of the initial probationary period.

(g) Article 24, Section 4:

Section 4. PAY IN LIEU OF VACATION.

If in the discretion of the City Manager an emergency exists an employee may be granted the equivalent in money of vacation leave to which such employee is entitled for that year but it is the policy of the council that each employee shall be granted a full amount of vacation leave each year.

Any employee who has reached the age of fifty 50 years and has a minimum of fifteen 15 years of service with the City or any employee regardless of age who has a minimum of twenty 20 years of service with the City may sell eighty (80)

hours of vacation and sixteen (16) hours personal leave one time per year for no more than three years.

3. Employees in the Operations, Lab and Maintenance Division of the Wastewater Department may be authorized to work the 4 x 10 Schedule upon approval by the Director of the Wastewater Department; provided, however, such authorization may be withdrawn upon seven days notice to the employee, and at which time, the employee shall return to the eight-hour shift under the labor agreement between Union and City. It is further understood and agreed that an employee in the Operations Division may be transferred from a 4x10 Schedule to an eight hour shift(s) and back to a 4x10 Schedule for the purpose of covering scheduled vacation or other scheduled leave ("Vacation Transfer Assignments") without complying with the foregoing seven (7) day notice requirement. The decision to authorize or withdraw authorization to work the 4 x 10 Schedule and the authority to require Vacation Transfer Assignments shall not be subject to the grievance and arbitration procedures set forth in the labor agreement between Union and City.

4. Interpretation of any conflicting provision of the labor agreement between the parties, shift assignments with respect to implementing the 4x10 Schedule in the Operations Division shall be as set forth in the schedule attached hereto and labeled Exhibit A.

5. Any employee who works a holiday as defined in Section 23.1 of the parties labor agreement shall work a ten hour work day for the holiday, shall receive holiday pay, but shall not receive any overtime pay for the work performed during the ten hour work day for the holiday.

6. This Memorandum of Understanding is temporary and subject to termination by the City at any time, in its sole discretion, with or without cause. Notice of such termination shall be mailed to Union in the manner provided in the parties' labor agreement and at least 10 days prior to the effective date of termination. The decision to terminate this Memorandum of Understanding shall not be subject to the grievance and arbitration procedures set forth in the labor agreement between Union and City.

7. This Memorandum of Understanding shall have no precedental value with respect to the terms and conditions of employment shall not be relied upon as identifying or establishing any past practice between the parties and shall not be construed in any manner as limiting or affecting the management rights of City.

8. For purposes of implementation, the City shall have up to two weeks to commence the 4 x 10 Schedule after execution of this Memorandum of Understanding.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION
By _____
City Manager

PUEBLO ASSOCIATION OF
GOVERNMENT EMPLOYEES
By _____
President

Operations work schedule
Exhibit A
4x10s

Day	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
Date	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	27	28	29	30	31
Jesik See note #2	1	2	2	0	0	1	1	2	2	2	0	0	1	1	2	2	2	0	0	1	1	2	2	2	0	0	1	1	1	2	2
Goodman	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1
Autobee	0	0	0	2	2	2	2	0	0	0	2	2	2	2	0	0	0	2	2	2	2	0	0	0	2	2	2	2	0	0	0
Sleet	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0
Sigler See note #1	0	1	1	1	1	1	0	0	1	1	1	1	1	0	0	1	1	1	1	1	0	0	1	1	1	1	1	0	0	1	1
Zimmermann	0	0	0	2	2	2	2	0	0	0	2	2	2	2	0	0	0	2	2	2	2	0	0	0	2	2	2	2	0	0	0
Arellano	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0
McGowan See note #2	1	2	2	0	0	1	1	2	2	2	0	0	1	1	2	2	2	0	0	1	1	2	2	2	0	0	1	1	1	2	2
Krueger	1	1	1	0	0	1	1	1	1	1	0	0	1	1	1	1	1	0	0	1	1	1	1	1	0	0	1	1	1	1	1
Keeney	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1

Note # 1 Thursday, Friday, Monday – 7:30am 4pm Saturday, Sunday – 8:30am 4:30pm
Note #2 Monday, Tuesday, Wednesday – 8:30am 5pm or 7:30am 4pm, Thursday, Friday 4:30pm 12:30am 10 hour day shift 6:30am 5pm afternoon 10 4:30pm 2:30am

SCHEDULE SUBJECT TO CHANGE PURSUANT TO MOU

ADDENDUM NO. 1

This Addendum No. 1 is entered into this 26th day of August, 2014 by and between Pueblo, a Municipal Corporation ("City"), and the Pueblo Association of Government Employees ("Union").

WHEREAS, City and Union executed the Memorandum of Understanding attached as Appendix D to the parties' labor agreement ("MOU").

WHEREAS, City and Union wish to amend the MOU in the manner and solely upon the conditions herein set forth.

NOW, THEREFORE, in consideration of the foregoing, the City and Union agree as follows:

1. Paragraph five (5) of the MOU is amended to read as follows:

> Any employee who works a holiday as defined in Section 23.1 of the parties labor agreement shall work a ten hour day for the holiday, shall receive holiday pay, but shall not receive any overtime pay for the work performed during the ten hour work day for the holiday. Holiday pay shall be received on an eight (8) hour shift basis; provided, however, an employee may request to work an additional two hours during the work week in which the holiday occurs in lieu of using two hours of paid leave time. Any such requests must be filed and approved prior to the work week in which the holiday occurs. The decision to grant or deny such a request shall not be subject to the grievance and arbitration procedures set forth in the parties' labor agreement other than upon the basis that the decision was arbitrary, capricious and not based upon any business purpose. Irrespective of any provision of the labor agreement to the contrary, no overtime pay shall be received for any such two hours worked.

2. The MOU as amended by this Addendum No. 1 shall remain in full force and effect.

Executed in Pueblo, Colorado as of the date first above written.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By _____
City Manager

PUEBLO ASSOCIATION OF
GOVERNMENT EMPLOYEES

By _____
President

APPENDIX E

AMENDMENT TO THE COLLECTIVE
BARGAINING AGREEMENT

This amendment to the collective bargaining agreement ("Amendment") is executed this 26th day of August, 2019, by and between Pueblo, a municipal corporation ("City"), and Pueblo Association of Government Employees ("Union") (collectively the "Parties").

WHEREAS, City and Union are parties to a collective bargaining agreement commencing January 1, 2019 and ending December 31, 2019 ("Labor Agreement").

WHEREAS, the Parties are interested in transitioning from a fully-insured to a self-funded health insurance plan ("Self-Funded Health Benefit Plan").

WHEREAS, in order to proceed with such transition, City desires and Union is willing to agree to certain terms and conditions which will be applicable to such Self-Funded Health Benefit Plan.

NOW THEREFOR, in consideration of the foregoing and the mutual covenants herein contained, the Parties stipulate, acknowledge and agree as follows:

1. If the City elects after consultation with the Union to transition to a Self-Funded Health Benefit Plan to be available in calendar year 2020 and thereafter, the following terms and conditions shall govern such plan, shall bind the Parties and shall supersede any conflicting or inconsistent provision of the Labor Agreement:

a. Plan Design. If a Self-Funded Health Benefit Plan is provided to covered employees of Amalgamated Transit Union Division No. 662 ("Transit"), the City, Transit, International Association of Fire Fighters Local No.3, International Brotherhood of Police Officers Local 537 and Union shall meet as a committee and confer with respect to determining the health plan design and benefits to be provided under such plan. Each party shall have one vote for a total of five (5) votes with respect to selecting such health plan design. The majority vote of the committee shall determine the plan and benefits; provided, however, if no majority vote is cast or if the plan and benefits selected will result in any increase in the current premiums, the Mayor shall determine and select such plan and benefits.

Alternatively, if a Self-Funded Health Benefit Plan is not provided to covered employees of Transit, the City, International Association of Fire Fighters Local No. 3, International Brotherhood of Police Officers Local 537 and Union shall meet as a committee and confer with respect to determining the health plan design and benefits to be provided under such plan. Each party shall have one vote for a total of four (4) votes with respect to selecting such health plan design. The majority vote of the committee shall determine the plan and benefits; provided, however, if no majority vote is cast or if the plan and benefits selected will result in any increase in the

current premiums, the Mayor shall determine and select such plan and benefits.

b. Premiums and Contributions. Premiums shall be determined by City based upon the recommendation of City's insurance broker consultant, the plan design chosen pursuant to above Subsection 1.a., and the funding level acceptable to City. Employees who are eligible and select an offered plan shall pay the cost of any applicable premium by payroll deduction subject to the contributions herein provided. The City shall pay 95% of the actual premium for an individual policy per month but not to exceed $824.67. The City shall pay 78% of the actual cost of a premium toward the cost of a single plus spouse, single plus child or children or family policy per month for employees but not to exceed $1,433.75 with respect to a single plus spouse plan or $1,303.40 with respect to a single plus child or children plan or $1,680.72 with respect to a single plus family plan ("Contribution Cap"). The Contribution Cap applicable to each coverage tier, i.e. individual, single plus spouse, single plus child or children or family coverage tier, shall be increased by fifty percent (50%) of any increase between the HMO Tier 1 premium for such coverage tier in the current year and the recommended HMO Tier 1 premium for such coverage tier in the subsequent year. If the employee elects coverage under a PPO option, if offered, the City's contribution to payment for such PPO shall be in the same dollar amount as if the employee had elected coverage under the HMO Tier 1 option for the same coverage tier. If an employee elects coverage under a high deductible health plan with Health Savings Account ("High Deductible HSA"), if offered, the City's monthly contribution for the High Deductible HSA shall be One Hundred Dollars ($100.00) per month less than monthly contribution required for the City's HMO Tier 1 plan, at the same coverage tier, and the City will contribute Sixty Six Dollars and 67 Cents ($66.67) per month to each employee's health savings account under such High Deductible HSA.

c. Self-Funded Contracts and Documents. All contracts, programs and documents necessary to transition to and administer the Self-Funded Health Benefit Plan shall be determined and selected by City including but not limited to all costs and expenses of administrations, any third-party administration, if selected, stop loss policy, if selected, HIPAA privacy and security policies, and plan administration policies and procedures.

d. Plan assets. All assets of the Self-Funded Health Benefit Plan, including but not limited to premiums, reserves and reimbursements, shall be the property of the City to be used solely for providing benefits for enrolled employees and assuring funding of the Self-Funded Health Benefit Plan at a risk level acceptable to City.

2. For calendar year 2020, the Union waives any present or future right, contingent or otherwise, that it may have to negotiate any change to the terms and conditions of this Amendment in any successor collective bargaining agreement. The intent and purpose of the foregoing waiver is that the Self-Funded Health Benefit Plan available in calendar year 2020 shall be subject to and governed by the terms and conditions of this Amendment, and this Amendment shall be construed and applied consistent with such intent and purpose. Notwithstanding the foregoing, the City shall not be prohibited or otherwise limited by this Amendment from asserting or otherwise maintaining in any future negotiation of a successor collective bargaining agreement that any term or condition of this Amendment is not a mandatory subject of bargaining.

3. If the City provides a Self-Funded Health Benefit Plan in calendar year 2020 and if the City elects to extend the term of the successor collective bargaining agreement for calendar year 2021 or 2022, the Union may commence negotiations after receipt of notice of such election with respect to the terms and conditions of this Amendment by serving notice pursuant to Section 8-14, City Charter, on or before April 1, 2020 or April 1, 2021, as applicable. If the Union exercises its option to open negotiations with respect to the terms and conditions of this Amendment, no other provision of the collective bargaining agreement shall be opened for negotiations.

4. With respect to any provision relating to determining plan design during any subsequent calendar year negotiation for a successor collective bargaining agreement after 2020, including any reopening as set forth in above Section 3, the parties expressly stipulate and agree that the then current provisions for determining plan design shall govern the method and manner in which the plan design is selected for the following calendar year even though such provisions may be amended in the successor agreement.

5. Should the City elect to discontinue the Self-Funded Health Benefit Plan, the provisions of the Labor Agreement applicable to a fully-insured health benefit plan shall be reinstated; provided, however, any changes in the Contribution Caps shall be maintained.

6. Union expressly stipulates, acknowledges and agrees that City is materially relying upon the faithful performance of each and every provision of this Amendment, and without this Amendment, including each and every provision, the City would not consider proceeding with a transition from a fully funded health insurance plan to a Self-Funded Health Benefit Plan.

7. This Amendment represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings with respect to the subject matter of this Amendment. This Amendment may be amended only by an instrument in writing signed by the Parties. If any provision of this Amendment is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Amendment shall continue in full force and effect. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement.

8. This Amendment shall be construed in accordance with and governed by the laws of the State of Colorado.

9. This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

10. The persons signing this Amendment on behalf of Union represent and warrant that such parties and Union have the requisite power and authority to enter into, execute, and deliver this Amendment and that this Amendment is a valid and legally binding obligation of Union enforceable against Union in accordance with its terms.

Executed at Pueblo, Colorado, the day and year first above written.

UNION
PUEBLO ASSOCIATION OF
GOVERNMENT EMPLOYEES

By _____
President

By _____
~~Secretary~~ VP.

CITY
Pueblo, a municipal corporation

By _____
Mayor

ATTEST:

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 8, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XIV OF THE PUEBLO MUNICIPAL CODE RELATING TO AND ESTABLISHING CRITERIA, STANDARDS, RULES AND REGULATIONS FOR THE APPROPRIATION AND EXPENDITURE OF FUNDS IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND, AS MAY BE LAWFULLY EXTENDED

SUMMARY:

Attached is a proposed Ordinance which expands the definition of “primary job” and “capital improvement project” and “project” to include projects of economic significance which act as economic catalysts. It is the intent of Council that any allocated but unexpended funds roll over from year-to-year and be added to the amount allocated by Council on a yearly basis in order to accumulate revenue for the purpose of completing Economic Catalyst Projects, promoting Place Making, or preventing Economic Leakage.

PREVIOUS COUNCIL ACTION:

The Half-Cent Sales Tax Criteria Ordinance was amended by City Council by Ordinance No. 8509, dated August 27, 2012, Ordinance No. 8801 dated November 24, 2014, and Ordinance No. 9698 dated April 13, 2020.

BACKGROUND:

The 1992-2026 Sales and Use Tax Capital Improvement Projects Fund, commonly referred to as the half-cent sales tax fund (the “Fund”) was established by voters years ago and has been extended multiple times for the purpose of funding job-creating capital improvement projects within the City. By voter-approved Ordinance 8197 dated November 2, 2010, City voters delegated to City Council the authority and responsibility to initially establish and then amend, by ordinance, appropriate criteria, standards, rules and regulations for the appropriation and expenditure of monies in the Fund.

FINANCIAL IMPLICATIONS:

The Fund currently contains more than $70 million dollars in unobligated funds. The proposed ordinance would authorize City Council to spend half-cent sales tax funds, either through a loan or a direct investment, for primary jobs, which would include economic catalyst projects, to prevent economic leakage, and to promote place making projects.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

A no-action alternative will maintain the status quo.

RECOMMENDATION:

None.

ATTACHMENTS:

1. Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XIV OF THE PUEBLO MUNICIPAL CODE RELATING TO AND ESTABLISHING CRITERIA, STANDARDS, RULES AND REGULATIONS FOR THE APPROPRIATION AND EXPENDITURE OF FUNDS IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND, AS MAY BE LAWFULLY EXTENDED

WHEREAS, the people of the City of Pueblo have repeatedly extended the one-half percent sales and use tax rate for job-creating projects within the City and the Pueblo Memorial Airport Industrial Park; and

WHEREAS, the people of Pueblo by Ordinance Numbers 5668, 5978 and 8197 have authorized and directed the City Council to establish by ordinance the criteria, standards, rules and regulations for the appropriation and expenditure of revenues contained within the 1992-2026 Sales and Use Tax Capital Improvement Fund, as may be lawfully extended (the "Fund"); and

WHEREAS, primary job creation is spurred by investment in infrastructure that will encourage economic development; and

WHEREAS, primary job creation is spurred by encouraging projects of economic significance that will act as economic catalysts and further expand the City of Pueblo's sales tax base; and

WHEREAS, the long-term management and maintenance of the community is crucial for economic development by ensuring a vibrant, attractive, and sustainable environment that will attract and retain residents, businesses, and investment; NOW THEREFORE,

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

SECTION 1.

Chapter 4 of Title XIV of the Pueblo Municipal Code, as amended, is hereby amended to read as follows:

Sec. 14-4-85.1. Sales and Use Tax Capital Improvement Project Fund; definitions.

. . .

(2) *Capital improvement project* or *project* means a project or improvement of a permanent or fixed nature and includes the acquisition of property (both real property and tangible personal property, except inventory or property held for sale to customers in the ordinary course of business), the construction, extension, remodeling or rehabilitation of buildings or structures within which individuals are customarily employed or which are customarily used to house machinery or equipment, and the installation or extension of streets, sanitary sewer, water or other utilities required to serve a project **or Economic Catalyst Project, promote Place Making, or prevent Economic Leakage**. *Capital improvement project* or *project* also means a regional tourism project, approved by the Colorado Economic Development Commission, which qualifies for state sales tax increment revenue pursuant to the Colorado Regional Tourism Act, C.R.S. 24-46-301 *et seq*.

. . .

(3.1) Economic Catalyst Project means a project that has a substantial impact on the economic well-being of the City, community, or region by substantially stimulating economic growth and development, creating new jobs, increasing consumer spending, expanding the tax base, or attracting further investment in the City, community, or region.

(3.2) Economic Leakage means the reduction of economic activity within the City caused by the outflow of resources, such as money and tax revenues from the local economy, hindering growth and expansion of the community.

. . .

(6.5) Place Making means the process and act of creating high-quality public spaces and amenities that encourage people to want to live, work, play, and learn in the City, community, or region.

. . .

(7) *Primary job* means**:**

(a) a full-time position in private sector employment by manufacturing, business, commercial or service industries producing, assembling or distributing products or providing services primarily or ultimately for sale, consumption, or use outside of the City and County of Pueblo, Colorado**;[**.**]**

(b) [*Primary job* also means**]** employment resulting from a regional tourism project, approved by the Colorado Economic Development Commission, which qualifies for state sales tax increment revenue pursuant to the Colorado Regional Tourism Act, C.R.S. 24-46-301 *et seq.**;* **and**

(c) employment resulting from an Economic Catalyst Project.

SECTION 2.

Chapter 4 of Title XIV of the Pueblo Municipal Code, as amended, is hereby amended to read as follows:

Sec. 14-4-85.3. – Sales and Use Tax Capital Improvement Projects Fund; approval, criteria and standards.

. . .

(b) Each of the following criteria and standards must be met before City Council may by resolution approve an application for funds:

. . .

(9) Beginning October 1, 2025 and continuing until December 31, 2026, Council may expend on one or more Economic Catalyst, Economic Leakage or Place Making Projects, in aggregate, up to ten percent (10%) of the total

uncommitted fund balance existing in the Sales and Use Tax Capital Improvement Fund as of September 1, 2025. Notwithstanding anything to the contrary, beginning January 1, 2026, and each year thereafter, City Council shall determine by ordinance, no later than the 31st of March, the amount that may be expended on Economic Catalyst, Economic Leakage, or Place Making Projects, in aggregate for that year, which may not exceed the total of unexpended amount allocated for the previous year plus 10% of the total revenue generated by the one-half-percent sales and use tax imposed by Section 14-4-63(1) and Section 14-4-85(b), during the previous fiscal year.

SECTION 3.

Sec. 14-4-85.5. Sales and Use Tax Capital Improvement Project Fund; special categories.

(1) Acquisition of land and construction of so-called shell buildings or the acquisition, remodeling and renovation of existing buildings for the purpose of **preventing Economic Leakage, or** making such buildings available for **Place Making, or** applicants or potential applicants who meet the standards and criteria of this Chapter.

. . .

(3) Land acquisition, infrastructure development and professional services associated therewith **to prevent Economic Leakage and** to establish and facilitate **Place Making or** the creation of *primary jobs* within the City and enhance the City's tax base, including but not limited to establishment and development of one (1) or more industrial parks or development sites.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement which are necessary or appropriate to implement the transactions described therein.

SECTION 5.

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

Action by City Council:

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

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: September 8, 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 SUPPLEMENTAL AGREEMENT NO. 1 TO FAA CONTRACT NO. DTFAWN-13-L- 00023 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND UNITED STATES OF AMERICA (GOVERNMENT), AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a Supplement to a Small Lease for Real Property between the City of Pueblo, a Colorado Municipal Corporation, and United States of America (Government), and authorizing the Mayor to execute same

PREVIOUS COUNCIL ACTION:

Pueblo City Council approved Resolution 12745 on July 22, 2013, authorizing Small Lease for Real Property NO. DTFAWN-13-L- 00023. The term on this agreement ended on September 30, 2022. The City has been negotiating rate increases for this leased space since 2020. The lease rates as approved will be applied retroactively from the end of the lease term as determined by Article 5.

BACKGROUND:

The City owns the Pueblo Memorial Airport Terminal Building, located at 31201 Bryan Circle, which can be leased. The FAA currently occupies Approximately 1,230 square feet of office space and sixteen (16) dedicated parking spaces adjacent to the office space. Ten (10) of these spaces are located directly in front of the leased premises, and six (6) are located on the air side adjacent to the office. Additionally, the FAA occupies seven (7) parking spaces which are used specifically for placement of its Connex/storage container/containment unit in airport public parking lot.

FINANCIAL IMPLICATIONS:

The previous lease rate was $1,589.49 monthly with 17 parking places included in the base rate. Effective October 1, 2022, through July 1, 2025, the lease rate will be calculated at $2,182.22 monthly. This is a monthly increase of $583.73 from October 1, 2022, to June 30, 2025, and an increase of $1,168.73 from July 1, 2025, until the lease expires on September 30, 2030. If approved, this will garner $22,769.28 in back rent and an additional $1,168.73 monthly until the end of the contract term.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the current leases will remain in effect.

RECOMMENDATION:

It is the recommendation of the Department of Aviation that this Ordinance be approved.

ATTACHMENTS:

1. 31201 Bryan Circle Suite 110 2025 09 22 LEASE AGREEMENT FINAL unsigned
2. 31201 Bryan Circle Suite 110 2012 10 01 LEASE AGREEMENT FINAL SIGNED

ORDINANCE NO.

AN ORDINANCE APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO FAA CONTRACT NO. DTFAWN-13-L- 00023 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND UNITED STATES OF AMERICA (GOVERNMENT), AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo is the owner and operator of the Pueblo Memorial Airport together with the land on which said Airport is situated; and

WHEREAS, the United States of America Department of Transportation Federal Aviation Administration is desirous of leasing certain property owned by the City of Pueblo; now therefore,

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

SECTION 1.

A certain Supplemental Agreement No. 1 to Small Lease for Real Property NO. DTFAWN-13-L- 00023 ("Agreement"), by and between the City of Pueblo, a Municipal Corporation, and United States of America (Government), to lease space at the Pueblo Memorial Airport, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Lease on behalf of the City of Pueblo, and the City Clerk shall affix the Seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Lease to effectuate the terms and conditions described therein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

U.S. Department of Transportation Federal Aviation Administration **SUPPLEMENTAL AGREEMENT**	SUPPLEMENTAL AGREEMENT NO. 1 TO FAA CONTRACT NO.DTFAWN-13-L- 00023

Terminal Building, Pueblo Airport
31201 Bryan Circle
Pueblo, CO 81001

THIS AGREEMENT, made and entered into this date by and between CITY OF PUEBLO, CO hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, this supplemental agreement extends the lease term through September 30, 2029

WHEREAS, this supplemental agreement modifies the rental amount of the lease

WHEREAS, this supplemental agreement amends the lease to include additional clauses and modify others as set forth below

WHEREAS, this supplemental agreement amends the lease to remove references to clauses required by recent Executive Orders and other applicable legal authorities.

WHEREAS, this supplemental agreement amends the lease to include an additional requirement for FAA to remove specific property upon expiration of the lease term.

WHEREAS, this supplemental agreement amends the lease to include a waiver of lessor's responsibility to replace the carpet for the upcoming 8-year term, in consideration for lessor's re-painting of the interior walls of the leased space, and repair of foundational issues within the space.

WHEREAS, the parties hereto desire to amend the above real estate contract effective as of October 1, 2022

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said real estate contract is amended, as follows:

Article 2 is hereby deleted in its entirety and replaced with the following:

2. DESCRIPTION - The LESSOR hereby leases to the GOVERNMENT the following described premises: Approximately 1,230 square feet of office space located at the Terminal Building, Pueblo Airport, located at 31201 Bryan Circle, Pueblo, Colorado 81001. As shown on Attachment B - Office Floor Plan

Along with SIXTEEN (16) dedicated parking spaces which shall be marked "FAA USE ONLY". TEN (10) of these spaces shall be located directly in front of the leased premises, and SIX (6) shall be located on the air side adjacent to the office, as shown on Attachment C- Vehicle Parking Spaces. Parking spaces are listed with the rental rates shown in Clause 5.

Along with SEVEN (7) parking spaces which shall be held for FAA exclusively, specifically for placement of its Connex/ Storage container/ containment unit. These spaces are listed with the rental rates shown in Clause 5.

Article 3 is hereby deleted in its entirety and replaced with the following:

3. TERM - To have and to hold, for the term commencing on **OCTOBER l, 2012** and continuing through **SEPTEMEBER 30, 2029** inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

Article 5 is hereby deleted in its entirety and replaced with the following

5. **Consideration (Standard Space) (MODIFIED) 6.2.4-1**
A. The Government shall pay annual rent for the premises, payable in monthly installments in arrears, at the following rate(s)(monthly installments may vary based on rounding):

10/01/2012 through 09/30/2022		
-	Parking Spaces (#)	MONTHLY RENT
Base Rent		$1,598.49
Standard Parking	17	Included
Total		**$1,598.49**

10/01/2022 through 06/30/2025		
-	Parking Spaces (#)	MONTHLY RENT
Base Rent	-	$2,182.22
Standard Parking	17	Included
Total	**17**	**$2,182.22**

07/01/2025 through 09/30/2030		
-	Parking Spaces (#)	MONTHLY RENT
Base Rent	-	$2,182.22
Standard Parking *	16	$480.00
Connex Parking **	7	$105.00
Total	**23**	**$2,767.22**

** Standard parking spaces are charged at a rate of $30/month per space.*
*** The Connex Parking is located in a different lot than the standard parking and is granted specifically for placement of the FAA's Connex unit. The parking spaces taken by this unit are charged at a rate of $15/month per space.*

B. Payment shall be made in arrears, without the submission of invoices or vouchers.

Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this contract. Payments shall be considered paid on the day an electronic funds transfer is made.

C. Payment shall be made in full to: City of Pueblo

Article 6 is hereby modified to include new language as follows:

The lessor shall repaint all of the interior walls within the leased space. This re-painting will be completed no later than December 31, 2025. The government agrees to waive its requirement for the upcoming carpet replacement due in 2028, in consideration for lessor's completion of this task.

Article 7 sections 'h' and 'i' are hereby deleted in their entirety and replaced as follows:

h. System for Award Management - Real Property (04/2022) 6.4.1-1

(a) Definitions. As used in this clause:
"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the Unique Entity Identifier (UEI) or the Electronic Funds Transfer indicator, into the SAM database.
"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.
"Unique Entity Identifier (UEI)" (also known as the Unique Entity ID) means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing Unique Entity Identifiers.
"Electronic Funds Transfer indicator" means a 4-characher suffix to the Unique Entity Identifier. This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
"Contractor" is synonymous with "Offeror" "Lessor" or "Grantor" for real property leases, easements, or other contracts.

(b)(1) By submission of an offer, the Contractor acknowledges the requirement that a prospective awardee will be registered in the SAM database prior to award, during performance, and through final payment of any contract.
(2) The Contractor must enter, in the space below, the contractor's UEI that identifies the Contractor's name and address exactly as stated in the offer. The UEI will be used by the RECO to verify that the Contractor is registered in the SAM database.
UEI: _NJK3BNUDRHJ7_____
(c) If the Contractor does not have a UEI, it should contact www.sam.gov directly to obtain one. The Contractor should be prepared to provide the following information:
(1) Company* legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(3) Company Physical Street Address, City, State, and Zip Code.
(4) Company Mailing Address, City, State and Zip Code (if separate from physical).
(5) Company Telephone Number.
(6) Date the company was started.
(7) Number of employees at your location.
(8) Chief executive officer/key manager.
(9) Line of business (industry).
(10) Company Headquarters name and address (reporting relationship within your entity).

* Individual (non-corporate) lessors/grantors of real property that are not normally in the business of leasing real property should consider leasing to the Government as a separate business (usually a sole proprietorship) then provide the pertinent ownership information as a sole proprietor when providing this information to www.sam.gov.

(d) If the offeror does not become registered in the SAM database in the time prescribed by the RECO, the RECO may proceed to award to the next otherwise successful registered offeror.

(e) Processing time should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of the solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after initial registration, the Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i)If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor must provide the responsible RECO a minimum of one business day's written notification of its intention to:

(A) Change the name in the SAM database;
(B) Comply with the requirements of AMS regarding novation and change-of-name agreements; and
(C) Agree in writing to the timeline and procedures specified by the RECO. The Contractor must provide the RECO notification and sufficient documentation to support the legally changed name and then execute the appropriate supplemental agreement provided by the RECO to document the name change.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement/supplemental agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the Payment by Electronic Funds Transfer- System for Award Management clause of this contract.

(2) The Contractor must not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees must be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the Payment by Electronic Funds Transfer- System for Award Management clause of this contract.
(h) Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.sam.gov or by calling 866-606-8220.

i. Payment by Electronic Funds Transfer- System for Award Management (09/2021) 6.4.2-1
A. Method of payment.
i. Unless waived by the RECO, all payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (A)(ii) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
ii. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either:
a. Accept payment by check or some other mutually agreeable method of payment; or
b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (D) of this clause).
B. Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor must be responsible for providing the updated information to the SAM database.
C. Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
D. Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
E. Liability for uncompleted or erroneous transfers.
i. If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for
a. Making a correct payment;
b. Paying any prompt payment penalty due; and
c. Recovering any erroneously directed funds.
ii. If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and
a. If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
b. If the funds remain under the control of the payment office, the Government will not make payment, and the provisions of paragraph (D) of this clause will apply.

F. EFT and prompt payment. A payment will be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
G. EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor must require as a condition of any such assignment, that the assignee must register separately in the SAM database and will be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
H. Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
I. Payment information. The payment or disbursing office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (A) of this clause, the Government will mail the payment information to the remittance address contained in the SAM database.

Article 7 is hereby modified to add sections 'j', 'k', 'l', 'n', and 'o' as follows:

j. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (07/2023) 6.9.5
(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—
(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening.
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.
(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses

covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5).
(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5). This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:
(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

k. Covered Telecommunications Equipment or Services- Representations (09/2021) 6.9.5-1
(a) Definitions. As used in this provision, “covered telecommunications equipment or services” has the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment” clause in this contract.
(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for covered telecommunications equipment or services.
(c) Representations.
1. The offeror represents that it _____ does, _____ does not **provide** covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
2. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____ does, _____ does not **use** covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

l. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2 NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(1). Additionally, The offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(2).

PROVISION/CLAUSE:
(a) Definitions. As used in this provision--
Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
Nothing in this prohibition will be construed to—

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year

2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.
Nothing in this prohibition will be construed to-
(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that that it [ ]does, [ ]does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision-
If the Offeror has responded “will” in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—
(1) For covered equipment
(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;
(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-
(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or
(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this

provision.
Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded "does" to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment
(i)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;
(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.
(4) For covered services-
(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

n. Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (01/2024) 6.9.8

(a) *Definitions*. As used in this provision*, Covered article*, *FASCSA order*, *Intelligence community*, *National security system*, *Reasonable inquiry*, *Sensitive compartmented information*, *Sensitive compartmented information system*, and *Source* have the meaning provided in the AMS Real Property Clause 6.9.8-1, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) *Prohibition*. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of AMS Real Property Clause 6.9.8-1, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) *Procedures*.
(1) The Offeror must search for applicable FASCSA orders of the type identified in paragraph (b)(1) of AMS Real Property Clause 6.9.8-1 in the System for Award Management (SAM). Issued FASCSA Orders may be identified by selecting the "View FASCSA Orders" button from the SAM homepage (https://www.sam.gov) and viewing or downloading FASCSA orders from the Supply Chain Security Orders webpage.
(2) The Offeror must review the SIR for any FASCSA orders that are not in SAM but are effective and do apply to the SIR and resultant contract (see AMS Guidance T3.8.9.C.4.c.(2)(A)(ii)).
(3) FASCSA orders issued after the publication date of the SIR do not apply unless the order is subsequently added to the SIR via amendment.

(d) *Representation*. By submission of this offer, the offeror represents that it has conducted a "reasonable inquiry" (as defined in AMS Real Property Clause 6.9.8-1), and that the offeror does not propose to provide or use in response to this SIR any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the SIR was issued, except as waived by the SIR, or as disclosed in paragraph (e) *Disclosures*, below.

(e) *Disclosures*. The purpose for this disclosure is so the FAA may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror must provide the following information as part of the offer:
(1) Name of the product or service provided to the Government;
(2) Name of the covered article or source subject to a FASCSA order;
(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;
(4) Brand;
(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(6) Item description; and
(7) Reason why the applicable covered article or the product or service is being provided or used.

(f) *FAA review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (e) *Disclosures*, to determine if any waiver may be sought. A Contracting Officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

o. Federal Acquisition Supply Chain Security Act Orders—Prohibition (01/2024) 6.9.8-1

(a) *Definitions*. As used in this clause—
Covered article, as defined in 41 U.S.C. 4713(k), means—

(1) "Information technology," as defined in 40 U.S.C. 11101, including cloud computing services of all types;
(2) "Telecommunications equipment" or "telecommunications service," as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of

FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;
(3) The National Security Agency;
(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;
(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable Inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition*.

(1) Unless an applicable waiver has been issued by the issuing official, Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

Yes X No ☐ DHS FASCSA orders

Yes ☐ No X DoD FASCSA orders

Yes ☐ No X DNI FASCSA orders

(2) The Contractor must search for applicable FASCSA orders of the type identified in paragraph (b)(1) of this clause in the System for Award Management (SAM). Issued FASCSA Orders may be identified by selecting the "View FASCSA Orders" button from the SAM homepage (https://www.sam.gov) and viewing or downloading FASCSA orders from the Supply Chain Security Orders webpage.

(3) The FAA may identify in the SIR additional FASCSA orders that are not in SAM, which are effective and apply to the SIR and resultant contract.

(4) A FASCSA order issued after the publication date of the SIR applies to this contract only if added by an amendment to the SIR or by modification to the contract. However, see paragraph (c) of this clause.

(5) *Contractor request for waivers*.

(i) *Required disclosures*. If the contractor wishes to ask for a waiver of the requirements of an existing order identified in a SIR or contract for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor must disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item Description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *FAA review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A Contracting Officer

may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement*.

(1) During contract performance, the Contractor is required to:

(i) Comply with all FASCSA orders identified under paragraph (b) of this clause; and

(ii) Review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor must conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3) If the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a covered source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause, the Contractor must submit a report to the Contracting Officer.

(4) The Contractor must report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor must describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal*. Upon notification from the contracting officer, during the performance of the contract, the Contractor must promptly make any necessary changes or modifications to remove

any covered article or any product or service produced or provided by a source that is subject to an applicable Governmentwide FASCSA order.

(e) *Subcontracts*.

(1) The Contractor must insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the SIR additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor must notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the SIR that are not in SAM apply to the contract and all subcontracts.

Article 7 section 'm' is hereby modified to delete the reference to EQUAL OPPORTUNITY

Attachment A, III. Section C MISCELLANEOUS, C1 Non-Restoration, is hereby modified to add the following:

This clause will not apply to the Connex container unit referred to in Clause 2 of the lease. FAA will have the responsibility to promptly remove this item at the expiration of the lease term. This structure may not be abandoned in place.

All other terms and conditions of the real estate contract shall remain in full force and effect.

☒Lessor is required to sign this document and return 2 copies to the issuing office.

IN WITNESS WHEREOF, the parties subscribed their names and date.
Lessor

_____ _____
Signature Date

UNITED STATES OF AMERICA

_____ _____
Real Estate Contracting Officer Date

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

SMALL LEASE for REAL PROPERTY

Lease No: DTFAWN-13-L-00023

Pueblo, CO 81001

Date of Lease: OCTOBER 1, 2012

1. THIS LEASE (9/98), entered into by and between CITY OF PUEBLO, CO, whose interest in the property hereinafter described is that of Owner, hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION (10/96) - The LESSOR hereby leases to the GOVERNMENT the following described premises: Approximately 1,490 square feet of office space located at the Terminal Building, Pueblo Airport, located at 31201 Bryan Circle, Pueblo, Colorado 81001. As shown on Attachment B – Office Floor Plan

Along with TEN (10) FAA dedicated parking spaces located directly in front of the leased premises. These parking spaces shall be marked "FAA USE ONLY". (Parking spaces are included in the rental rate shown in Clause 5 and are calculated at $10 per space per month, for a total monthly charge of $100). As shown on Attachment C – Vehicle Parking Spaces

At no charge, four (4) parking spaces on the air side adjacent to the office and three (3) parking spaces outside the Air Operations Area (adjacent and southwest of the leased premises). As shown on Attachment C- Vehicle Parking Spaces

3. TERM (1/01) - To have and to hold, for the term commencing on **OCTOBER 1, 2012** and continuing through **SEPTEMEBER 30, 2022** inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

This lease succeeds lease **Lease No: DTFA11-95-L-15154** which expired on September 30, 2012.

4. CANCELLATION -The GOVERNMENT may terminate this lease at any time, in whole o in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after October 1, 2012 by giving at least 30 days- notice in writing to the LESSOR. Lessor may terminate this lease by giving at least 180 days notice. No rental will accrue after the effective date of termination. Said notice will be computed commencing with the day after the date of mailing.

5. RENTAL (10/96) - Rent in the amount of **$1,598.49** per **MONTH** will be payable to the LESSOR in arrears and will be due on the first workday of each month, without the submission of invoices or vouchers. Subject to available appropriations. Rent will be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a month will be prorated. Checks will be made payable to:

6. SERVICES AND UTILITIES (To be provided by LESSOR as part of rent. Services will be Building Standard, unless level of service is prescribed elsewhere in the lease.) (10/96)

Services, utilities, and maintenance will be provided daily, extending from 6:30 a.m. to 5:30 p.m. except Saturday, Sunday, and Federal holidays. Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The GOVERNMENT will have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and GOVERNMENT office machines without additional payment.

ELECTRICITY

WATER (hot & cold)

SNOW REMOVAL

~~TRASH REMOVAL – Daily~~

CHILLED DRINKING WATER

HVAC 68 to 74 DEG. F

DAILY TOILET SUPPLIES & CLEANING

~~DAILY JANITORIAL SERV. & SUPPLIES Daily dusting.~~

GROUND MAINTENANCE

~~WINDOW WASHING Frequency washed twice yearly.~~

~~CARPET CLEANING Frequency daily vacuuming and shampooed twice yearly.~~

INITIAL & REPLACEMENT LAMPS, TUBES, & BALLASTS

EXTERIOR & INTERIOR DOOR LOCKS AND HARDWARE Designed to accept 7-pin removable cores manufactured "Best Lock", which will be supplied by the Government.

CARPET REPLACEMENT- Includes moving and return of furniture when replacing carpeting every 8 years or when the following happens:

1) Backing or underlayment is exposed.
2) There are noticeable variations in surface color or texture.

Utilities Not Provided by the Lessor (10/96)
If the cost of utilities is not included as part of the rental consideration, the LESSOR must specify which utilities are excluded. The LESSOR will provide separate meters for utilities to be paid for by FAA. When FAA is to pay for utilities, the LESSOR will furnish the RECO, prior to occupancy by the FAA, written verification of the meter numbers and certification that these meters will measure FAA usage only. Proration is not permissible. If the cost of utilities for heating, ventilation, and air conditioning is not included as part of the rental considerations, an automatic control system will be provided to assure compliance with heating and air conditioning provisions included in this specifications package.

7. GENERAL CLAUSES:

a. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenantable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the LESSOR and no further rental will be due.

b. MAINTENANCE OF THE PREMISES (10/96) - The LESSOR will maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the LESSOR under this lease, in good repair and tenantable condition.

c. FAILURE IN PERFORMANCE (10/96) - In the event the LESSOR fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the GOVERNMENT on this lease.

d. ACCESSIBILITY (10/06) - The Building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et al, and all applicable state and local accessibility laws and regulations.

e. CONTRACT DISPUTES (11/03)

All contract disputes and arising under or related to this lease contract will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A LESSOR may seek review of a final FAA decision only after its administrative remedies have been exhausted.

All Contract Disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323,Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

f. PROTEST (11/03)

Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
Offerors initially will attempt to resolve any issues concerning potential protests with the RECO.

Protests will be in writing and will be filed at:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323,
Washington, DC 20591
Telephone: (202) 267-3290; or
Facsimile: (202) 267-3720

At the same time as filing the protest with the ODRA, the protestor will serve a copy of the protest on the RECO.

A protest is considered to be filed on the date it is received by the ODRA and will be filed: (1)Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or (2) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

The full text of the Contract Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

g. LESSORS SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the LESSOR and the LESSOR's heirs, executors, administrators, successors, and assigns.

h. PAYMENT BY ELECTRONIC FUND TRANSFER (OCT-06)

(a) Method of payment.

1. All payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) or (a) (3) of this lease. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer. Payment information transfer refers to the payment information normally sent with a payment to assist the Contractor in associating the payment to specific contracts.
2. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either;

a. Accept payment by check or
b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

3. In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change.

(b) Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor will be responsible for providing the updated information to the CCR database (Reference Clause, "Central Contractor Registration - Real Property"). If the Contractor is granted an exemption from CCR, the Contractor will follow

the requirements of alternate clause "Contractor Payment Information - Non-CCR".

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Contractor under this contract until correct EFT information is entered into the CCR database, and any invoice or contract financing request submitted during this period of noncompliance will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. In such instances, the late interest payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for incomplete or erroneous transfers.

1. If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for,

(i) Making a correct payment;
(ii) Paying any late payment penalty due; and
(iii) Recovering any erroneously directed funds.

2 If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and,

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
(ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph (d) "Suspension of Payment."

(f) EFT and payment terms. A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Contractor will require that the assignee register separately in the CCR database and that the assignee agree that payments will be made by EFT in accordance with the terms of this clause. The requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor or the CCR registered assignee is incorrect EFT information within the meaning of paragraph (d) "Suspension of Payment" clause.

(h) EFT and Change of Name or Ownership Changes. If the Contractor transfers ownership of the property under lease or changes its business name, it will follow the requirements of section (g) of clause, "Central Contractor Registration - Real Property."

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The accounting office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Contractor can obtain detailed payment information by registering for the US Treasury PAID system. This can be done on the internet by logging onto the website: https://fmsapps.treas.gov/paid/. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.

i. CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06)

(a) The Central Contractor Registration system the FAA's required method to receive vendor information. However you have been granted an exception to CCR and therefore must provide your initial payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.

(b) The Contractor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government's reliance on incomplete or inaccurate information provided by the Contractor. Failure to provide accurate

information or adequate notice of changes to vendor payment information can result in a determination of "incorrect information" as defined in paragraph d, "Suspension of Payment" of clause "Payment by Electronic Fund Transfer - Real Property."

m. The following clauses are incorporated by reference: Upon request the full text will be provided by the RECO.

DEFAULT BY LESSOR (10/96)

COMPLIANCE WITH APPLICABLE LAWS (10/96)

OFFICIALS NOT TO BENEFIT (10/96)

COVENANT AGAINST CONTINGENT FEES (8/02)

ANTI-KICKBACK (10/96)

EXAMINATION OF RECORDS (10/96)

ASSIGNMENT OF CLAIMS (10/96)

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96)

NO WAIVER (10/96)

INTEGRATED AGREEMENT (10/96)

EQUAL OPPORTUNITY (10/96)

AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM

ERA VETERANS (10/96)

AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96)

SEISMIC SAFETY FOR EXISITING BULDINGS (1/07)

CCR (10/06)

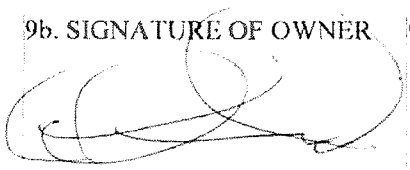
INSPECTION (10/96)

ALTERATIONS (10/96)

8. ATTACHMENTS (8/02) -

X See herein attached - Attachment A –
Attachment B - Office Floor Plan
Attachment C – Vehicle Parking Spaces

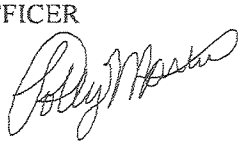
IN WITNESS WHEREOF, the parties hereto have signed their names:

9a. NAME AND TITLE OF LESSOR/OWNER *(Type or Print)*	9b. SIGNATURE OF OWNER	9c. DATE
Stephen G. Nawrocki President of City Council		7/22/13

(10/96)

THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA

UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

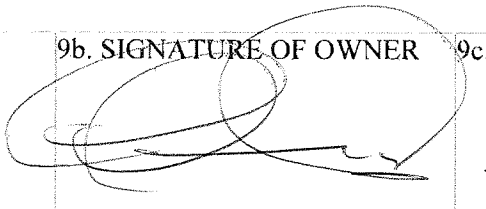
10a. NAME OF REAL ESTATE CONTRACTING OFFICER *(Type or Print)*	10b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER	10c. DATE
Polly Martin		7/24/13

(10/96)

8. ATTACHMENTS (8/02) -

X See herein attached - Attachment A –
Attachment B - Office Floor Plan
Attachment C – Vehicle Parking Spaces

IN WITNESS WHEREOF, the parties hereto have signed their names:

9a. NAME AND TITLE OF LESSOR/OWNER *(Type or Print)*	9b. SIGNATURE OF OWNER	9c. DATE
Stephen G. Nawrocki President of City Council		7/22/13

(10/96)

THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA

UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

10a. NAME OF REAL ESTATE CONTRACTING OFFICER *(Type or Print)*	10b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER	10c. DATE

(10/96)

ATTACHMENT A

for Small Lease

Lease Number

No: DTFAWN- 13 - L 00023

I. SECTION A - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS

A1-General Health and Safety Standards (8/02)

Local Health, Environmental (OSHA and EPA), and Safety Standards and Building Codes will be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance or testing done in the leased premises and areas connected to or integrated with the leased premises. Whenever FAA Standards require work processes or precautions to be provided, the LESSOR will coordinate with the FAA during the work so that proper requirements are met.

II. SECTION B - SAFETY AND FIRE PREVENTION

B1-Fire and Safety Requirements (4/12)

The facility, its systems and appurtenances must be in compliance with the following fire protection and life safety requirements (FLS):

1. State and local building codes in affect at the time of construction or most recent modification, whichever is later.
2. State and local fire safety and fire prevention codes.
3. National Fire Protection Association, Life Safety Code (NFPA 101), latest edition at the time of lease signing.
4. All Occupational Safety & Health Administration requirements including 29 CFR 1910 and 29 CFR 1960, and their associated agreements.

Where compliance with the literal requirements of these standards has not been achieved, the Lessor must document, in writing to the FAA , the specific deviation(s) from these standards and what alternative methods have been employed by the Lessor and accepted by the local jurisdiction (where applicable), as an alternative method of compliance. Furthermore, where alternative methods of compliance are used in lieu of literal compliance with the FLS requirements listed herein, the approach shall be documented by a Fire Protection Engineer and presented to the FAA for review and concurrence.

The specific list of requirements identified in items C1 (1 through 4 above) includes:

1. Federal Aviation Administration Order including:
   a. FAA Order 3900.19B, FAA Occupational Safety and Health Program
2. FLS Codes Promulgated by the International Code Congress including:
   a. International Building Code
   b. International Fire Code
   c. International Mechanical Code
3. National Fire Protection Association Codes & Standards including:
   a. NFPA 10: Standard for Portable Fire Extinguishers
   b. NFPA 13: Standard for the Installation of Sprinkler Systems
   c. NFPA 14: Standard for the Installation of Standpipe Systems
   d. NFPA 20: Standard for the Installation of Stationary Fire pumps
   e. NFPA 24: Standard for the Installation of Private Fire Service mains and Their Appurtenances
   f. NFPA 70: National Electrical Code
   g. NFPA 72: National Fire Alarm and Signaling Code
   h. NFPA 75: Standard for the Protection of Information Technology Equipment
   i. NFPA 90A: Standard for the Installation of Air-Conditioning and Ventilating Systems
   j. NFPA 92: Standard for Smoke Control Systems
   k. NFPA 101: Life Safety Code
   l. NFPA 110: Standard for Emergency and Standby Power Systems
4. Occupational Safety & Health Administration regulations including:
   a. OSHA 29 CFR 1910, Occupational Safety and Health Standards (including Subpart E, Exit Routes and Emergency Planning, & Subpart L, Fire Protection
   b. OSHA / FAA Agreement titled FAA Alternate Standard for Fire Safety in Airport Traffic Control Towers, (1998 signature date) (a.k.a. 1960.20)

As provided in this section, all codes, standards, orders and directives refer to the current edition in place at the signing of this lease. If construction or modifications to the leased premises are undertaken at any time during the term of this Lease, all fire protection and life safety systems must be brought into compliance according to the then-current edition of NFPA and local codes and standards.

The building shall, as required by applicable codes, be equipped with automatic sprinklers which conform to NFPA No. 13; be maintained by the Lessor in accordance with NFPA No. 25 ; be electrically supervised and monitored; and shall have water-flow alarm switches connected to automatically notify the local fire department or central station (NFPA No. 72). Notification of the fire department or central station shall be accomplished through the building fire alarm system. Regardless of local code requirements, when the leased space (including garage areas under lease by the FAA) is on the 6th floor and above, or below grade, sprinklers are required. Furthermore, leased buildings serving National Airspace System (NAS) air traffic control operations and constructed after June 2012, shall be fully protected with an automatic, electrically supervised sprinkler system designed and installed in accordance with the requirements of NFPA 13.

A manual fire alarm system must be provided, maintained, and tested by the Lessor in accordance with NFPA Standard No. 72 (National Fire Alarm and Signaling Code) under the following circumstances:

1. Occupancy of the space is by 10 or more persons, or
2. Space is more than 1000 square feet in area, or
3. Building is three (3) or more stories in height, or
4. Building contains more than 50,000 square feet gross floor area.

The fire alarm system wiring and equipment must be electrically supervised and equipped with an automatic fire department notification system, and must conform to NFPA Standards No. 70 and 72. Engineered smoke control systems, if present, shall be maintained in accordance with the manufacturer's recommendations and must meet performance requirements of NFPA 92.

Fire-safety mechanisms, equivalent to the requirements stated above in this clause, may be accepted, at the discretion of the RECO, if certified by a Professional Fire Protection Engineer, licensed in the subject property's state.

Portable fire extinguishers matching the hazards accommodated by the lease must be provided, inspected, and maintained by the Lessor in accordance with NFPA Standard No.10.

When the leased space is located in multi-tenant buildings, the Lessor shall be fully responsible for:

1. Development of a building Emergency Action Plan (EAP) and Fire Prevention Plan (FPP)
2. Publishing and making copies of the EAP and FPP available to all FAA leased space occupants
3. Conducting fire evacuation drills, at least annually
4. Conducting review and modification of the EAP and FPP at least annually
5. Inviting FAA representation in development, review and modification of the EAP and FPP

The FAA facility manager shall be responsible for the development of the tenant specific EAP and FPP for their lease space and in single tenant buildings.

B2-Halon (4/12)

Halon must not be used as a fire extinguishing system in any FAA leased space.

B3-Indoor Air Quality (4/12)

The Lessor shall control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO2), and formaldehyde (HCHO), are not exceeded. The indicator levels for office area are as follows: CO-9 parts per million (PPM) time weighted average (TWA - 8-hour sample); CO2 - 1,000 PPM (TWA); HCHO - 0.1 PPM (TWA). All indoor air contaminant levels in leased space will be kept below appropriate OSHA regulations or Consensus standards, whichever is stricter. Air quality and facility cleaning will be adequate to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water will be controlled to prevent the growth of these.

During working hours, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality.*

The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc.). The FAA is responsible for addressing IAQ problems resulting from its own activities.

MSDS will be provided to the FAA facility manager as well as a copy sent to the RECO for all cleaning solutions used in the FAA spaces.

B4 - Electrical Safety (4/12)

The Lessor shall ensure electrical safety requirements are met, including grounding, bonding, shielding, control of electrostatic discharge (ESD), and lightning protection requirements, in accordance with:

1. 29 CFR 1910, Subpart S, *Electrical*
2. FAA Standard HF-STD-001, *Human Factors Design Standard,* Chapter 12.4, Electrical Hazards
3. DOT Specification FAA-G-2100H, *Electronic Equipment, General Requirements*
4. National Fire Protection Association (NFPA) 70, *National Electrical Code*
5. NFPA 70E, *Electrical Safety in the Workplace*
6. American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE) Standard 1100-2005, *Recommended Practice for Powering and Grounding Electrical Equipment*
7. DOT Standard FAA-STD-019E, *Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Equipment*

All hazards associated with electrical equipment shall be marked with labels indicating the hazard, in accordance with FAA-G-2100H, Chapter 3.3.5.5, *Markings, Signs, Tags and Symbols.*

The Lessor shall ensure that personnel are protected from arc flash hazards, in accordance with NFPA 70E, *Electrical Safety in the Workplace* and that arc flash warning labels are

posted on affected panels, with warning labels meeting the requirements of American National Standards Institute (ANSI) *Z53, Series of Standards for Safety Signs and Tags*.

B5 – EOSH Requirements (4/12)

The Lessor shall provide space, services, and equipment that comply with the following:

1. 29 CFR 1910, *Occupational Safety and Health Standards (General Industry)*
2. FAA Order 3900.19B, *FAA Occupational and Health Program*
3. FAA Standard HF-STD-001, *Human Factors Design Standard*
4. National Fire Protection Association (NFPA) 70, *National Electrical Code*, and NFPA 70E, *Electrical Safety in the Workplace*
5. Relevant fire codes and building codes

Any equipment used or otherwise provided by the Lessor or Lessor's contractors or agents that presents a potential safety hazard shall be marked with appropriate warning labels or placards, in accordance with 29 CFR 1910.145, *Specifications for Accident Prevention Signs and Tags*, FAA HF-STD-001, *Human Factors Design Standard*, Chapter 12.16, Safety Labels and Placards, and American National Standards Institute (ANSI) Z535.4, *Product Safety Signs and Labels*.

All equipment described herein shall be designed and installed to be free of mechanical hazards that may injure personnel (sharp projections, unguarded moving parts, etc.), in accordance with FAA-G-2100H, Electronic Equipment, General Requirements, Section 3.3.5.4.

B6 – Fall Protection (4/12)

The Lessor shall ensure proper fall protection safety systems (railings, toe boards, etc.) are in place for all work areas where FAA personnel are required to perform work at four feet or more above the next lowest level (platforms, catwalks, etc.), in accordance with FAA Order 3900.19B, *FAA Occupational Safety and Health Program*, Chapter 10, 29 CFR 1910, *Occupational Safety and Health Standards (General Industry)*, and 29 CFR 1926, *Safety and Health Regulations for Construction*.

B7 – Hazardous Materials (4/12)

The facility and equipment provided by the Lessor shall minimize the use of lead and mercury, in accordance with FAA Order 1050.10C, *Prevention, Control, and Abatement of FAA Environmental Pollution*; be free of Class I ozone-depleting substances (ODSs), HCFC-22, HCFC-141b, and HCFC-142b, in accordance with 40 CFR Part 82, *Protection of Stratospheric Ozone*; and be free of polychlorinated biphenyls (PCBs), in accordance with 40 CFR Part 761.

The Lessor shall ensure that FAA personnel are protected from asbestos hazards, in accordance with 29 CFR 1910.1001, *Asbestos*, and FAA Order 1050.20A, *Airway Facilities Asbestos Control Program.*

B8 – Seismic Safety for Equipment (4/12)

The lessor shall ensure that building installed equipment is properly anchored to protect personnel during a seismic event, in accordance with DOT Specification FAA-G-2100H, *Electronic Equipment, General Requirements*, Section 3.3.5, Personnel Safety and Health, and requirements for the seismic zone in which the facility is located.

B9-OSHA Requirements (10/96)

The LESSOR will provide space, services, equipment, and conditions that comply with Occupational Safety and Health Administration (OSHA) safety and Health standards (29 CFR 1910 and 1926).

B10-Radon (10/96)

Radon levels in leased premises to the FAA will not equal or exceed the EPA action level for homes of four (4) picocuries per liter (PCI/L). If radon levels are found to be at or above 4 PCI/L, the LESSOR will develop and promptly implement a plan of corrective action.

B11-Refrigerants (8/02)

The LESSOR will identify which refrigerants are used in the HVAC systems in the spaces covered by this lease. The lease will provide for use of refrigerants consistent with EPA and ASHRAE requirements.

B12-Warranty Of Space (4/12)

A. Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Lessor warrants that all space leased to the Government under this contract, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of the lease contract, comply with the asbestos containing material (ACM) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act (TSCA). The RECO shall notify the Lessor in writing of any failure to comply with asbestos requirements, within 30 days after the discovery thereof. All construction by the Lessor is required to comply with the OSHA regulations for Asbestos.

B. The leased premises shall be free of all asbestos-containing material, PCB's, Radon, and other environmentally hazardous substances. If either ACMs or PCBs are found to be in the leased space, the Government reserves the right to require the Lessor, at no cost to the GOVERNMENT, to take whatever corrective action required by the Toxic Substance Control Act, EPA regulations and state requirements. All facilities constructed prior to 1981 are to have an asbestos building survey conducted by a qualified inspector, including a visual examination and bulk sampling. All ACM survey reports must be sent to the RECO.

C. If the Lessor fails, after receipt of notice, to make correction within 30 days the Government shall have the right to make the required correction and do any of the following: a.) charge to the Lessor the costs occasioned to the FAA; b.) withhold the costs from the rent; or c.) terminate the lease agreement. Any such termination of the Lease pursuant to this provision shall be at no cost to FAA.

D. The rights and remedies of the FAA in this clause are not exclusive, and are in addition to any other rights and remedies provided by law and under this contract.

E. Definitions.

1. "Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.
2. "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the space leased to the Government, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, public spaces, engineering spaces in the same ventilation zone as the leased space and common use space (e.g., lobbies, hallways). Following such abatement actions, the Lessor shall adhere to the FAA's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term, and (iii) with regard to PCBs, it involves the removal or retrofitting, in accordance with EPA regulations, of any PCB equipment present in the building.

III. SECTION C MISCELLANEOUS

C1 - Non-Restoration (10/96)

The FAA will have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the LESSOR in writing.

C2 - Occupancy Permit (8/02) - The premises offered will have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Offeror will complete and provide a certified copy of "FAA Safety & Environmental Checklist" form, in lieu of an occupancy permit, at the contracting officers discretion. The leased premises, all accesses to the leased premises, building operations, equipment, services, or utilities furnished by the LESSOR, and activities of other occupants, will be free of safety, health, and fire hazards. When such hazards are detected, they must be promptly corrected at the LESSOR's expense.

IV. SECTION D SECURITY REQUIREMENTS

D1 - Facility Security (4/12)

Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this lease. The Lessor shall provide or make accommodation to provide for all the security requirements listed herein for the leased premises covered by this lease agreement: NONE

The local SSE will determine any additional security upgrades that are required to meet accreditation and shall conduct a final security assessment of the building. The Lessor shall provide maintenance services to the security upgrades installed by the Lessor within the leased premises and covered under this lease.

E2 – Contractor Personnel Suitability Requirements (4/12)

A. This clause applies to the extent that this lease requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

1. Facilities;
2. Sensitive information; and/or;
3. Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.
   Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

B. Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the lease. Those designated risk levels are:
[To be entered by the RECO based on the 1600-77(s) approved by the SSE]

C. If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the RECO a point

of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each lease may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations it determines necessary. This lease may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:
Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

NONE

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

D. The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

E. The RECO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at its own expense. Once action has been taken, the contractor will report the action to the RECO and SSE.

F. No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

G. The contractor must notify the RECO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the lease. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

H. The RECO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to

provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

I. The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

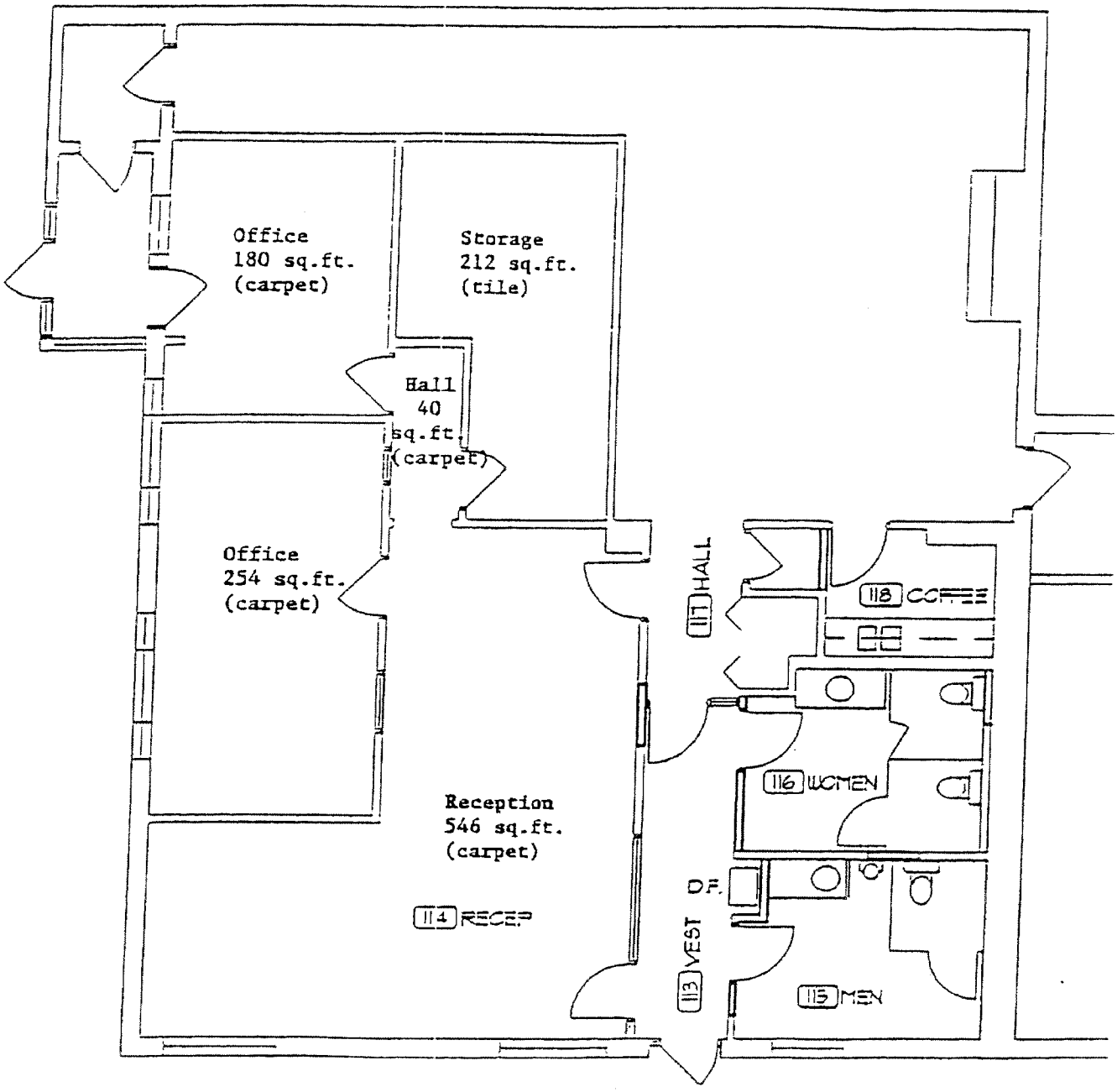
J. Failure to submit information required by this clause within the time required may be determined by the RECO a material breach of the lease.

K. If subsequent to the effective date of this lease, the security classification or security requirements under this lease are changed by the Government and if the changes cause an increase or decrease in direct lease costs or otherwise affect any other term or condition of this lease, the lease will be subject to an equitable adjustment.

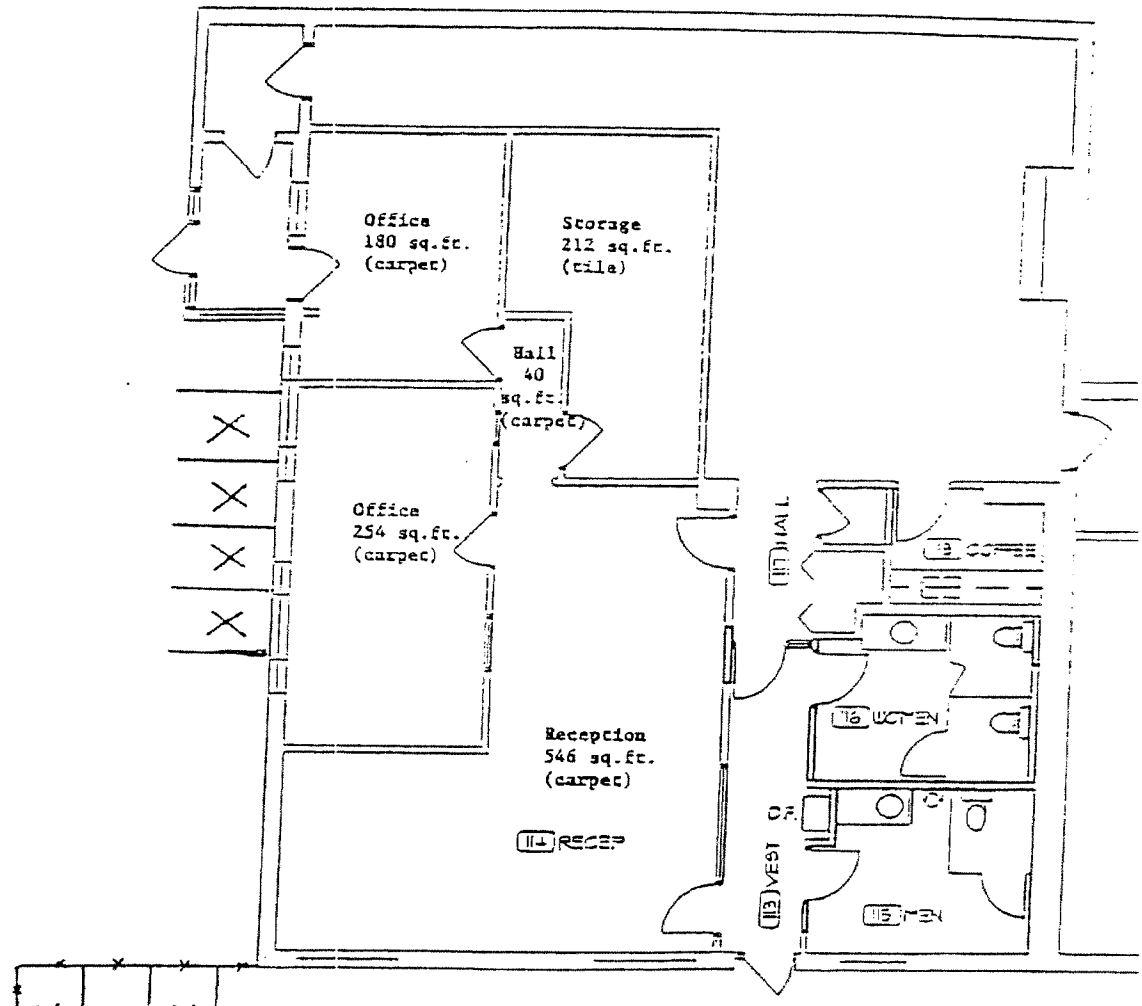
L. The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (K) but excluding any reference to the Changes clause of this lease, in all subcontracts under this lease that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

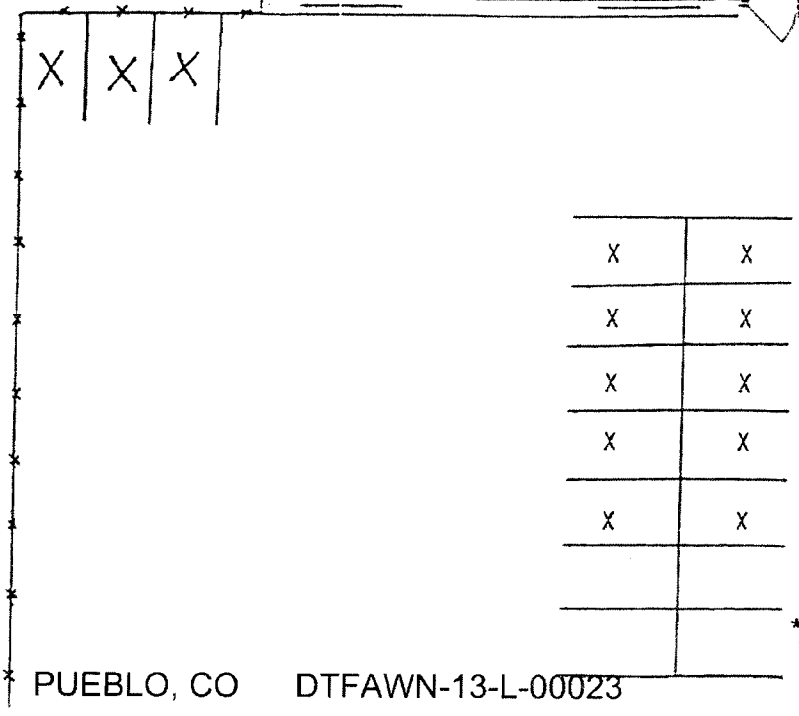
M. Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

Attachment B
Office Floor Plan
Lease No. DTFAWN-13-L-00023



Attachment C
Vehicle Parking Spaces
Lease No. DTFAWN-13-L-00023





THESE SPACES TO BE MARKED "FAA USE ONLY"

**parking spaces not to scale*

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 8, 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 ALVOGEN, AMNEAL, APOXTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS OPIOID MANUFACTURERS, COLLECTIVELY THE "SECONDARY MANUFACTURERS SETTLEMENTS."

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 Secondary Manufacturers Settlement. 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 October 8, 2025.

FINANCIAL IMPLICATIONS:

The state of Colorado stands to receive an estimated $75.6 million if enough local governments join the settlement, and the City of Pueblo would receive a small portion of those funds according to the distribution schedule.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to participate in the settlement.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Settlement_Participation_Form

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBDIVISION PARTICIPATION AND RELEASE FORM WITH RESPECT TO THE NATIONAL OPIOIDS SETTLEMENT REACHED WITH ALVOGEN, AMNEAL, APOXTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS OPIOID MANUFACTURERS, COLLECTIVELY THE "SECONDARY MANUFACTURERS SETTLEMENTS."

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 Secondary Manufacturers Settlement (reached with eight opioids manufacturers: Alyogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus), a copy of which is attached hereto, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Participation and Release Form for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

Pursuant to Ordinance No. 10406, all distributed funds under the settlement are budgeted and appropriated into Fund No. 226 - Opioid Abatement Settlement and shall only be used for payment of eligible expenses.

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Docusign Envelope ID: 83ED894D-D1B3-4020-8554-51707ADB31CF

EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity: Pueblo city	State: CO
Authorized Official:	
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 each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:

   a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
   b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
   c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
   d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
   e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
   f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
   g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
   h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.

2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

Docusign Envelope ID: 83ED894D-D1B3-4020-8554-51707ADB31CF

authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/.*

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.[1]

8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,[2] 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 Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

[1] *See* Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

[2] *See* Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.

Docusign Envelope ID: 83ED894D-D1B3-4020-8554-51707ADB31CF

Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.

11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.

13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void ***only as to*** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.

Docusign Envelope ID: 83ED894D-D1B3-4020-8554-51707ADB31CF

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 8, 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: September 8, 2025

BY: Roger Gomez
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: AFDDA755-0CDC-4E86-8AC4-B5E4DD26BFC4

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 8, 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 SERVICIOS DE LA RAZA AT 805 W. 4TH STREET IN THE AMOUNT OF $1,000 TO SPONSOR THEIR PROGRAM JOVEN NOBLE

SUMMARY:

Attached for consideration is a request for support of Servicios de La Raza at 805 W. 4th Street in the amount of $1,000 to sponsor Joven Noble, the organizations youth mental health program.

PREVIOUS COUNCIL ACTION:

Council supported their Children's Day event in 2024 for $2,000. This is the first request for this program.

BACKGROUND:

City Council Member Sarah Martinez is requesting $1,000 to sponsor Servicios de La Raza's youth mental health program Joven Noble.

Joven Noble translates to noble young man/woman in scared circles. The comprehensive healing-centered, indigenous-based, cultural rites of passage program is designed to provide support groups focused on life skills, cultural identity, and leadership development for adolescent males aged 12 -24 as well as mixed cohort(s) of both male and female youth. Their therapists work with cohorts over 12 weeks, focusing on the prevention of substance abuse, teen pregnancy, relationship violence, gang violence, and school failure.

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 Servicios de La Raza.

Docusign Envelope ID: AFDDA755-0CDC-4E86-8AC4-B5E4DD26BFC4

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 - Servicios de la Raza
2. SOS - La Raza Services, INC. pulled 7.23.25
3. 2025 Contingencies (Council) Servicios de La Raza - Joven Noble

Docusign Envelope ID: AFDDA755-0CDC-4E86-8AC4-B5E4DD26BFC4

RESOLUTION NO. 16116

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO SERVICIOS DE LA RAZA AT 805 W. 4TH STREET IN THE AMOUNT OF $1,000 TO SPONSOR THEIR PROGRAM JOVEN NOBLE

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 Servicios de La Raza to sponsor Joven Noble, their youth mental health program.

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: September 8, 2025

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by:
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	Velia Rincon
Date	08/01/2025
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Servicios de La Raza
Organization Website	www.serviciosdelaraza.org
Please share your business or organizations mission/goals	Our Mission: We make resources available to ALL. Servicios de La Raza empowers individuals and strengthens communities by providing and advocating for culturally responsive health and human services and opportunities. Goal: Free access to mental health services for youth ages 11 and up in English and Spanish. Our specialized clinic provides culturally and linguistically responsive outpatient mental health and substance misuse services to underserved and uninsured populations in alignment with positive youth development. Objective: Assist youth (over a 12-month period) in Pueblo who are struggling with mental health or substance misuse in developing coping skills, holistic health opportunities, and community connections.
Sponsorship request for	Program
Requested Amount	$5,000
Describe how contribution will be used	Funds would support general funding of youth mental health programming including general supplies, incentives, and snacks/meals.
Program Title	Joven Noble
Location	805 W. 4th Street Pueblo, CO 81003
Participation Fee	$0.00
What population does this program serve?	youth ages 12 -24
Program Description	Our youth behavioral health programming is starting Joven Noble (noble young man/woman) scared circles. The comprehensive healing-centered, indigenous based, cultural rites of passage program is designed to provide support groups

	focused on life skills, cultural identity, and leadership development for adolescent males ages 12 -24 as well as mixed cohort(s) of both male and female youth. Our therapist(s) will work with cohorts over 12 weeks focusing on the prevention of substance abuse, teen pregnancy, relationship violence, gang violence, and school failure.
Sponsorship Benefits	youth behavioral health programming
Company/Organization Classification	• Non-Profit
Is your organization currently in good standing with the Secretary of State?	Yes
Have you applied for CSAC funding?	Yes
What other organizations or entities are you requesting funding from?	We requested youth behavioral health funding from the Packard Youth Action Council as well as the El Pomar Foundation and hope to be considered by the Southern Colorado Community Foundation for future funding.
What population(s) does your organization primarily serve? (multi select)	• Disadvantaged – low income • Youth • Adults • Families • Individuals with substance abuse disorders
How many individuals did your organization serve last year?	Statewide the whole organization served 99,593 clients. https://issuu.com/sdlr/docs/annual_report_23_24
Please upload supporting documents such as sponsorship request letter, event flyer etc.	Joven Noble. Pueblo Flyer.pdf

Payment Details

Make check payable to	Servicios de La Raza
Address	805 W. 4th Street, Pueblo, CO. 81003
Phone Number	719-369-4728

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

Joven Noble

Joven Noble Sacred Circles is a Cultural Rites of Passage program designed to provide support groups focused on

life skills, cultural identity, and leadership development for adolescent males ages 12 to 24

alongside continued service in the community and mentorship.

Four Core Teachings

- Acknowledgement (Conocimiento)
- Understanding (Entendimiento)
- Integration (Integración)
- Movement (Movimiento)

SCAN FOR INTEREST FORM

PALABRA

SERVICIOS DE LA RAZA
SERVICES FOR THE PEOPLE

National Compadres Network

805 West 4th St. Pueblo Co, 81003

For questions, contact 720-496-4170

www.serviciosdelaraza.org

Joven Noble

Círculos Sagrados Joven Noble es un programa de Ritos Culturales de Paso diseñado para brindar grupos de apoyo enfocados en

habilidades para la vida, identidad cultural y desarrollo de liderazgo para adolescentes varones de 12 a 24 años,

junto con el servicio continuo en la comunidad y la tutoría.

Cuatro enseñanzas fundamentales

- Conocimiento (Acknowledgement)
- Entendimiento (Understanding)
- Integración (Integration)
- Movimiento (Movement)

ESCANEA PARA FORMULARIO

PALABRA

SERVICIOS DE LA RAZA
SERVICES FOR THE PEOPLE

National Compadres Network

805 West 4th St. Pueblo Co, 81003

Preguntas, contacte 720-496-4170

www.serviciosdelaraza.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,

LA RAZA SERVICES, INC.

is a

Nonprofit Corporation

formed or registered on 03/23/1972 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 19871240066 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/22/2025 that have been posted, and by documents delivered to this office electronically through 07/23/2025 @ 16:28:00 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/23/2025 @ 16:28:00 in accordance with applicable law. This certificate is assigned Confirmation Number 17518179 .

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
9/8/25	Garcia Foundation - The PLACE		$ 750.00		$ 21,759.88
9/8/25	Servicios de La Raza - Joven Noble		$ 1,000.00		$ 20,759.88
					$ 20,759.88

Docusign Envelope ID: AFDDA755-0CDC-4E86-8AC4-B5E4DD26BFC4

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 8, 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 PUEBLO COUNTY HISTORICAL SOCIETY IN THE AMOUNT OF $1,000 TO SPONSOR LIVING HISTORY: CLAY JENKINSON AS ROOSEVELT & OPPENHEIMER AT 7:00 PM AT THE SANGRE DE CRISTO ARTS & CONFERENCE CENTER ON THURSDAY, OCTOBER 23, AND FRIDAY, OCTOBER 24, 2025

SUMMARY:

Attached for consideration is a request for support of Pueblo County Historical Society in the amount of $1,000 to sponsor Living History: Clay Jenkinson as Roosevelt & Oppenheimer, a Chautauqua event starting at 7:00 PM at the Sangre de Cristo Arts & Conference Center on Thursday, October 23, and Friday, October 24, 2025. Sponsorship funds will be used to help cover expenses associated with hosting the event in order to help keep ticket prices accessible at $25.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Sarah Martinez is requesting $1,000 to sponsor Pueblo County Historical Society's Chautauqua event. These performances will take place on Thursday, October 23, and Friday, October 24, 2025 at 7:00 PM at the Sangre de Cristo Arts & Conference Center.

Historic Pueblo, Inc. and the Pueblo County Historical Society are proud to present a two-night Chautauqua event at the Sangre de Cristo Art Center on October 23 (Robert Oppenheimer) and October 24 (Theodore Roosevelt). Hosted by local non-profits and presented at the Sangre de Cristo Arts Center, the event is designed to be both educational and accessible. These programs aim to enrich Pueblo’s cultural landscape

Docusign Envelope ID: AFDDA755-0CDC-4E86-8AC4-B5E4DD26BFC4

and stimulate thoughtful dialogue around leadership, innovation, and public responsibility—core themes that continue to shape our local and national identity. These performances offer audiences an engaging mix of theatrical performance, historical insight, and civic reflection.

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 Pueblo County Historical Society.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

ATTACHMENTS:

1. Sponsorship Request Packet - Chautauqua Event Living History Clay Jenkinson as Roosevelt & Oppenheimer
2. SOS - Pueblo County Historical Society Pulled 8.4.25
3. 2025 Contingencies (Council) Pueblo County Historical Society - Living History Clay Jenkinson as Roosevelt and Oppenheimer

Docusign Envelope ID: AFDDA755-0CDC-4E86-8AC4-B5E4DD26BFC4

RESOLUTION NO. 16117

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO PUEBLO COUNTY HISTORICAL SOCIETY IN THE AMOUNT OF $1,000 TO SPONSOR LIVING HISTORY: CLAY JENKINSON AS ROOSEVELT & OPPENHEIMER AT 7:00 PM AT THE SANGRE DE CRISTO ARTS & CONFERENCE CENTER ON THURSDAY, OCTOBER 23, AND FRIDAY, OCTOBER 24, 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 Pueblo County Historical Society to sponsor Living History: Clay Jenkinson as Roosevelt & Oppenheimer at 7:00 PM at the Sangre de Cristo Arts & Conference Center, Thursday, October 23, and Friday, October 24, 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: September 8, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A1F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDEFC3D43C...
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	Carla Hendrickson
Date	07/28/2025
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Historic Pueblo Inc., Pueblo County Historical Society
Organization Website	https://www.historicpueblo.org/ https://pueblohistory.org/
Please share your business or organizations mission/goals	Historic Pueblo, Inc.: Preserve. Educate. Celebrate Pueblo's history. We support strengthening community engagement to ensure that Pueblo's past continues to inspire its future. Pueblo County Historical Society: to foster interest in history, especially the history of Pueblo County.
Sponsorship request for	Event
Requested Amount	$1,000
Describe how contribution will be used	The City of Pueblo's $1,000 sponsorship will be used to help cover key expenses associated with hosting two evenings of historical Chautauqua performances in October 2025. These include: - Speaker fees and travel for nationally recognized humanities scholar Clay Jenkinson, portraying Robert Oppenheimer and Theodore Roosevelt; -Venue rental and technical services to ensure a high-quality audience experience at the Sangre de Cristo Arts Center; - Community outreach and promotion to reach diverse audiences across Pueblo. This support allows us to keep ticket prices accessible at $25, helping ensure broad community participation while fostering civic pride, cultural enrichment, and educational engagement.
Event Title	Living History: Clay Jenkinson as Roosevelt & Oppenheimer
Event Date	10/23/2025
Event Time	7:00 PM (MDT)
Event Location	Sangre de Cristo Art Center

Admission to this event is	Paid
IF PAID IS SELECTED Cost of Admission	$25
Event Description:	Historic Pueblo, Inc. and the Pueblo County Historical Society are proud to present a two-night Chautauqua event at the Sangre de Cristo Art Center on October 23 (Robert Oppenheimer) and October 24 (Theodore Roosevelt). These performances will be led by acclaimed humanities scholar Clay Jenkinson - host of the podcast and radio show. Listening to America, former voice of NPR's The Thomas Jefferson Hour, and frequent collaborator on Ken Burns documentaries. The event offers audiences an engaging mix of theatrical performance, historical insight, and civic reflection. Roosevelt's legacy of conservation and leadership will be explored one evening while Jenkinson's Oppenheimer on the first evening will explore his scientific genius and moral complexity during the dawn of the atomic age. Hosted by local nonprofits and presented at the Sangre de Cristo Arts Center, the event is designed to be both educational and accessible, with $25 ticket pricing made possible through community sponsorships. These programs aim to enrich Pueblo's cultural landscape and stimulate thoughtful dialogue around leadership, innovation, and public responsibility—core themes that continue to shape our local and national identity.
Does your organization hold multiple events per year?	Yes
If yes, please list the event titles and a short description.	The Pueblo County Historical Society hosts a dinner program the 2nd Thursday of each month. In general these programs generally draw speakers from a distance of 150 miles or less. In August dinner guests will meet and hear from Zebulon and Clarissa Pike.
Sponsorship Benefits	A City sponsorship directly aligns with Council's commitment to enhancing quality of life, expanding cultural opportunities, and positioning Pueblo as a regional hub for arts, education, and civic dialogue. In return, the City will be recognized across all promotional platforms, printed materials, and social media, and receive four VIP seats for each evening's performance plus an opportunity to meet Mr. Jenkinson. A $1,000 investment will help: keep ticket prices affordable and accessible to a broad audience; · support high-quality, engaging educational programming for Pueblo youth and adults; · demonstrates City Council's continued commitment to civic dialogue, history, and the humanities.
Company/Organization Classification	• Non-Profit
Is your organization currently in good standing with the Secretary of State?	Yes
Have you applied for CSAC funding?	No
What other organizations or entities are you requesting funding from?	We are actively seeking support from a range of local and regional organizations, including local energy companies, banks, credit unions, funeral homes, and construction firms: El Pomar Foundation, Rawlings Foundation, Southern Colorado Community Foundation, Caring for Colorado, the Packard Foundation, and Pueblo County. In addition to sponsorships, we are offering a limited number of higher-priced VIP tickets that include premium seating and an opportunity to meet Clay Jenkinson. Proceeds from these VIP tickets will help offset event costs and support accessibility for general admission attendees.
What population(s) does your	• Adults

organization primarily serve? (multi select)	• Families • Senior Citizens
How many individuals did your organization serve last year?	Pueblo County Historical Society has ~800 members. Non-members and members are served by the library with no cost but for copies.
Please upload supporting documents such as sponsorship request letter, event flyer etc.	CJ Sponsorship_President Aliff_ 25July25.pdf

Payment Details

Make check payable to	Pueblo County Historical Society
Address	203 West B St. Pueblo, CO. 81003
Phone Number	719-543-6772

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**

Sponsorship Opportunity: A Celebration of History, Civic Pride, and Community Enrichment

President Aliff,

Historic Pueblo, Inc. and the Pueblo County Historical Society are proud to present a two-night Chautauqua event at the Sangre de Cristo Art Center on October 23 (Robert Oppenheimer) and October 24 (Theodore Roosevelt). These performances will be led by acclaimed humanities scholar Clay Jenkinson - host of the podcast and radio show, *Listening to America*, former voice of NPR's *The Thomas Jefferson Hour*, and frequent collaborator on Ken Burns documentaries.

With an anticipated audience of 400 - 500 attendees each night, these programs offer an investment in Pueblo's cultural life, civic pride, and downtown vitality. These historical portrayals - Oppenheimer and Roosevelt (who visited Pueblo and our state more than once) - embody innovation, public service, and resilience: values that mirror Pueblo's own story of grit, growth, and community spirit.

We respectfully invite the City of Pueblo to join us as a $1,000 sponsor of this signature event. Your support will help cover essential costs - speaker fees, travel, venue and technical services, and outreach - allowing us to offer accessible tickets at $30.

A City sponsorship directly aligns with Council's commitment to enhancing quality of life, expanding cultural opportunities, and positioning Pueblo as a regional hub for arts, education, and civic dialogue. In return, the City will be recognized across all promotional platforms, printed materials, and social media, and receive four VIP seats for each evening's performance plus an opportunity to meet Mr. Jenkinson.

A $1,000 investment:

- Helps keep ticket prices affordable and accessible to a broad audience;
- Supports high-quality, engaging educational programming for Pueblo youth and adults;
- Demonstrates City Council's continued commitment to civic dialogue, history, and the humanities

We hope you'll help bring this high-caliber, thought-provoking experience to the heart of Pueblo. If you have questions, I would welcome the opportunity to respond via email or a brief visit.

Thank you for your consideration.
Carla

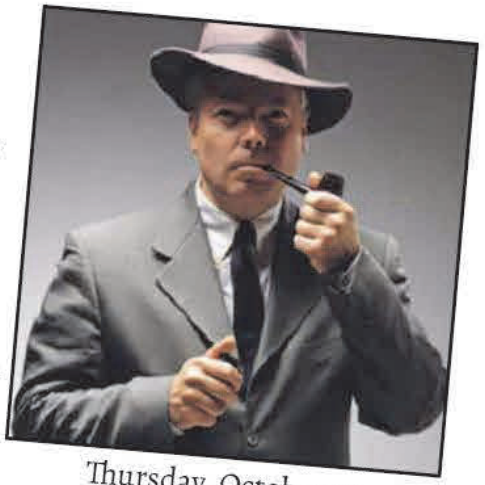
Carla Hendrickson | 719-583-1633 | 970-565-8907 (c)
carlahendrickson@gmail.com
Event Committee Chair

John Wendt, Ph.D. | 719-543-6772
Pueblo County Historical Society
A 501(c)3, EIN 84-0851563
https://pueblohistory.org

Corinne Koehler | 719-252-5389
Historic Pueblo, Inc.
A 501(c)3, EIN 33-1006168
https://www.historicpueblo.org

Clay Jenkinson — live on stage in Pueblo

American humanities scholar, author, Chatauqua performer, well-known for his portrayal of our 3rd president on the *Thomas Jefferson Hour* and *Listening to America* radio programs and for his appearances on Ken Burns documentaries. Jenkinson will bring to life J. Robert Oppenheimer and Theodore Roosevelt.



Thursday, October 23

Save the Dates!

Thursday & Friday, October 23 & 24

Sangre de Cristo Arts Center • Pueblo, Colorado

Friday, October 24

Theodore Roosevelt

- 26th U.S. President
- Soldier and naturalist
- Established U.S. National Parks

J. Robert Oppenheimer

- Theoretical physicist
- Led WWII's Manhattan Project
- Called the "father of the atomic bomb"

Details and ticketing information to be announced soon.

Presented by

The Pueblo County Historical Society *and* **Historic Pueblo, Inc.**

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,

PUEBLO COUNTY HISTORICAL SOCIETY

is a

Nonprofit Corporation

formed or registered on 01/27/1976 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 19871297544 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/01/2025 that have been posted, and by documents delivered to this office electronically through 08/04/2025 @ 13:34:56 .

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 08/04/2025 @ 13:34:56 in accordance with applicable law. This certificate is assigned Confirmation Number 17554526 .

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
9/8/25	Garcia Foundation - The PLACE		$ 750.00		$ 21,759.88
9/8/25	Servicios de La Raza - Joven Noble		$ 1,000.00		$ 20,759.88
9/8/25	Pueblo County Historical Society - Living History: Clay Jenkinson as Roosevelt and Oppenheimer		$ 1,000.00		$ 19,759.88

Docusign Envelope ID: AFDDA755-0CDC-4E86-8AC4-B5E4DD26BFC4

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 8, 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 GARCIA FOUNDATION, DBA GARCIA FUTURES PROJECT, IN THE AMOUNT OF $750 TO SPONSOR THE PLACE AT 3:30 PM ON THE 1300 BLOCK OF EAST 7TH STREET ON TUESDAY, SEPTEMBER 16, 2025

SUMMARY:

Attached for consideration is a request for support of Garcia Futures Project in the amount of $750 to sponsor The PLACE at 3:30 PM on the 1300 Block of East 7th Street, between Risley Middle School and Lucero Library, on Tuesday, September 16, 2025. This sponsorship tier includes recognition from the MC, on banners, and on t-shirts provided to visitors and volunteers.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2023 and 2024 for $1,000.

BACKGROUND:

City Council Member Sarah Martinez is requesting $750 to sponsor Garcia Futures Project's event The PLACE. The event will take place on Tuesday, September 16, 2025, at 3:30 PM on the 1300 Block of East 7th Street.

The PLACE is a community block party that brings over 65 organizations together, featuring career opportunities and resources for families. Visitors will enjoy complimentary food, drinks, and entertainment. Attendees will have access to resource booths providing invaluable information to support Pueblo youth and their families. Some of the booths featured will be Parks and Recreation, the Police Explorers, State Patrol, Black Hills Energy, St. Mary Corwin, Parkview, Kaiser, Medicare, Educational Institutions, and the U.S. Military.

Docusign Envelope ID: AFDDA755-0CDC-4E86-8AC4-B5E4DD26BFC4

Sponsorship funds will be used to cover operational costs such as permits, street closure expenses, trash containers, restrooms, handwashing stations, security, liability insurance, banners, entertainment, food & drink, and provision of Pueblo Proud shirts for volunteers and visitors.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $750 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to Garcia Foundation, DBA Garcia Futures Project.

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 - Garcia Foundation - The PLACE
2. SOS - Garcia Futures Project pulled 7.29.25
3. 2025 Contingencies (Council) Garcia Foundation - The PLACE

Docusign Envelope ID: AFDDA755-0CDC-4E86-8AC4-B5E4DD26BFC4

RESOLUTION NO. 16118

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO GARCIA FOUNDATION, DBA GARCIA FUTURES PROJECT, IN THE AMOUNT OF $750 TO SPONSOR THE PLACE AT 3:30 PM ON THE 1300 BLOCK OF EAST 7TH STREET ON TUESDAY, SEPTEMBER 16, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $750 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to Garcia Foundation, DBA Garcia Futures Project, to sponsor The PLACE at 3:30 PM on the 1300 Block of East 7th Street on Tuesday, September 16, 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: September 8, 2025

BY: Joe Latino
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: 7C02EBDEFC3D43C...
CITY CLERK

city of PUEBLO colorado

Sponsorship Request

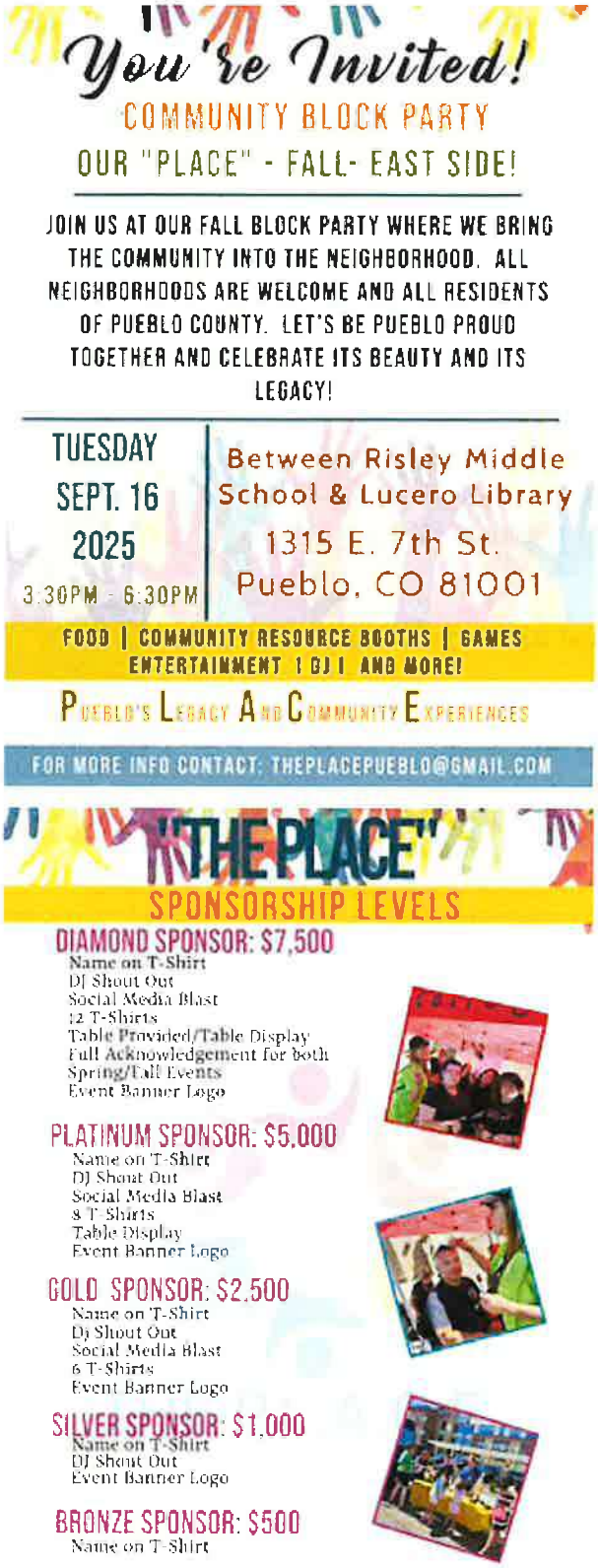
**Please submit requests at least one month in advance to allow for adequate processing time

Requestor Name	Jeanette Garcia
Date	07/29/2025
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Garcia Foundation dba Garcia Futures Project
Organization Website	www.garciafutures.org
Please share your business or organizations mission/goals	Goals of the PLACE: To provide a safe networking opportunity by bringing the community into the neighborhoods; to provide career opportunities, and to share resources for families, youth, seniors,veterans, and others available in our community. Mission: To addressing a missing link in supporting the adolescents in our Pueblo Community through events that support families and their path to a brighter future..
Sponsorship request for	Event
Requested Amount	$1000
Describe how contribution will be used	Contributions will be used to pay for the permit, the work zone closure of the street expense, trash containers, the toilets and handwashing stations, security, liability insurance, banners, DJ and entertainment, complimentary food, drink and Pueblo Proud shirts for over 65 resource volunteers and 1,100 visitors to the event. This will be our 6th community event organized by a group of 5 committee volunteers including three GF board members.
Event Title	The PLACE (Pueblo's Legacy And Community Experiences)
Event Date	09/16/2025
Event Time	3:30 PM (MDT)
Event Location	1300 Block of East 7th Street, Pueblo, Colorado
Admission to this event is	Free
Event Description:	Community Block party by bringing over 65 resource organizations featuring career opportunities and resources for families, free entertainment, Pueblo Proud shirts with free food and drink upon visiting 4, 8, and 12 resource booths gaining

Parkview, Kaiser, Medicare, Educational Institutions, Military,

Does your organization hold multiple events per year?	Yes
If yes, please list the event titles and a short description.	Om Pueblo City, In May 2023, the PLACE had its initial community block party on 1300 East 7th, Pueblo. In September 2023, the PLACE held its fall event at Cesar Chavez/Huerta Academy on the Westside. The following April, 2024, it was held on East Orman between Central and Keating; the fourth was at Pueblo Academy of Arts on Lehigh September, 2024 (formerly Pitts). The last event held in Pueblo West in April 2025. Over 65 resource booths and between 900 and 1100 citizens have attended these five PLACE events. Supporting our 6th event on the Eastside by City of Pueblo is most appreciated
Sponsorship Benefits	Name on back of shirt, DJ shout out, event banner logo and specialty treat
Company/Organization Classification	• Non-Profit
Is your organization currently in good standing with the Secretary of State?	Yes
Have you applied for CSAC funding?	No
What other organizations or entities are you requesting funding from?	Blackhills, CHFA, CSUP, PCC, Sunwest Credit Union, Pueblo Community Health Center, Pueblo Library
What population(s) does your organization primarily serve? (multi select)	• Disadvantaged – low income • Youth • Adults • Families • Senior Citizens • LGBTQ+ • Veterans • Persons with disabilities • Unhoused individuals • Individuals with substance abuse disorders
How many individuals did your organization serve last year?	over 2,000

documents such as sponsorship request letter, event flyer etc.



Payment Details

Make check payable to	Garcia Foundation
Address	8 Mirada Court, Pueblo CO 81005
Phone Number	719-406-3802

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the City of Pueblo

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

You're Invited!

COMMUNITY BLOCK PARTY

OUR "PLACE" - FALL- EAST SIDE!

JOIN US AT OUR FALL BLOCK PARTY WHERE WE BRING THE COMMUNITY INTO THE NEIGHBORHOOD. ALL NEIGHBORHOODS ARE WELCOME AND ALL RESIDENTS OF PUEBLO COUNTY. LET'S BE PUEBLO PROUD TOGETHER AND CELEBRATE ITS BEAUTY AND ITS LEGACY!

TUESDAY
SEPT. 16
2025
3:30PM - 6:30PM

Between Risley Middle School & Lucero Library
1315 E. 7th St.
Pueblo, CO 81001

FOOD | COMMUNITY RESOURCE BOOTHS | GAMES
ENTERTAINMENT | DJ | AND MORE!

PUEBLO'S LEGACY AND COMMUNITY EXPERIENCES

FOR MORE INFO CONTACT: THEPLACEPUEBLO@GMAIL.COM

"THE PLACE"

SPONSORSHIP LEVELS

DIAMOND SPONSOR: $7,500

Name on T-Shirt
DJ Shout Out
Social Media Blast
12 T-Shirts
Table Provided/Table Display
Full Acknowledgement for both
Spring/Fall Events
Event Banner Logo

PLATINUM SPONSOR: $5,000

Name on T-Shirt
DJ Shout Out
Social Media Blast
8 T-Shirts
Table Display
Event Banner Logo

GOLD SPONSOR: $2,500

Name on T-Shirt
Dj Shout Out
Social Media Blast
6 T-Shirts
Event Banner Logo

SILVER SPONSOR: $1,000

Name on T-Shirt
DJ Shout Out
Event Banner Logo

BRONZE SPONSOR: $500

Name on T-Shirt

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,

Garcia Futures Project

is a

Nonprofit Corporation

formed or registered on 06/27/2017 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 20171498710 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/25/2025 that have been posted, and by documents delivered to this office electronically through 07/29/2025 @ 10:14:25 .

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 07/29/2025 @ 10:14:25 in accordance with applicable law. This certificate is assigned Confirmation Number 17535453 .

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
9/8/25	Garcia Foundation - The PLACE		$ 750.00		$ 21,759.88
					$ 21,759.88
					$ 21,759.88

Docusign Envelope ID: AFDDA755-0CDC-4E86-8AC4-B5E4DD26BFC4

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 8, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Regina Maestri, Councilor

SUBJECT: A RESOLUTION IN SUPPORT OF ISSUING A REQUEST FOR QUALIFICATIONS TO SOLICIT RESPONSES FROM GROUPS OR INDIVIDUALS INTERESTED IN PROVIDING MARKETING ACTIVITIES FOR THE PROMOTION OF THE CITY IN RELATION TO TOURISM, INVESTMENT, RELOCATION AND IMPROVED SOCIAL CONVERSATION

SUMMARY:

Attached for consideration is a Resolution in support of issuing a Request for Qualifications ("RFQ") to solicit responses from groups or individuals qualified to provide marketing activities for the promotion of the City in relation to tourism, investment, relocation, and improved social conversation.

PREVIOUS COUNCIL ACTION:

The City of Pueblo has previously entered into agreements with nonprofits to decrease the negative social conversation regarding the City and work with the City on marketing initiatives to promote the City.

BACKGROUND:

This resolution stems from direction by City Council Member Regina Maestri to pursue the aforementioned RFQ.

FINANCIAL IMPLICATIONS:

Financial implications may include costs associated with the issuing of the RFQ in the event this resolution passes.

Docusign Envelope ID: AFDDA755-0CDC-4E86-8AC4-B5E4DD26BFC4

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

ATTACHMENTS:

None

Docusign Envelope ID: AFDDA755-0CDC-4E86-8AC4-B5E4DD26BFC4

RESOLUTION NO. 16119

A RESOLUTION IN SUPPORT OF ISSUING A REQUEST FOR QUALIFICATIONS TO SOLICIT RESPONSES FROM GROUPS OR INDIVIDUALS INTERESTED IN PROVIDING MARKETING ACTIVITIES FOR THE PROMOTION OF THE CITY IN RELATION TO TOURISM, INVESTMENT, RELOCATION AND IMPROVED SOCIAL CONVERSATION

WHEREAS, City Council is vitally interested in promoting the City's positive attributes; and

WHEREAS, City Council desires to have marketing activities on behalf of the City be aggressively pursued for the benefit of the City and its citizens; and

WHEREAS, City Council requests City staff create and issue a Request for Qualifications to solicit responses from groups or individuals interested in providing marketing activities for the promotion of the City in relation to tourism, investment, relocation, and improved social conversation; 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 develop a Request for Qualifications to be issued for the purpose of soliciting responses from groups or individuals interested in providing marketing activities for the promotion and benefit of the City and its citizens.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: September 8, 2025

BY: Roger Gomez
MEMBER OF CITY COUNCIL

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

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

Docusign Envelope ID: AFDDA755-0CDC-4E86-8AC4-B5E4DD26BFC4

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 8, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Regina Maestri, Councilor

SUBJECT: A RESOLUTION IN SUPPORT OF ISSUING A REQUEST FOR QUALIFICATIONS TO SOLICIT RESPONSES FROM GROUPS OR INDIVIDUALS INTERESTED IN PROVIDING ECONOMIC DEVELOPMENT ACTIVITIES FOR THE BENEFIT OF THE CITY AND ITS CITIZENS

SUMMARY:

Attached for consideration is a Resolution in support of issuing a Request for Qualifications ("RFQ") to solicit responses from groups or individuals qualified to provide economic development activities for the benefit of the City and its citizens as it relates to the Sales and Use Tax Capital Improvement Project Fund, Sec. 14-4-85.1- 85.9 P.M.C. (the "½ cent sales tax").

PREVIOUS COUNCIL ACTION:

The City of Pueblo entered into a non-exclusive Economic Development Contract on January 1, 2008 with the Pueblo Economic Development Corporation. This contract has automatically renewed for successive one-year terms through the date of this background paper.

BACKGROUND:

This resolution stems from direction by City Council Member Regina Maestri to pursue the aforementioned RFQ for economic development activities.

FINANCIAL IMPLICATIONS:

Financial implications may include costs associated with the issuing of the RFQ in the event this resolution passes.

Docusign Envelope ID: AFDDA755-0CDC-4E86-8AC4-B5E4DD26BFC4

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

ATTACHMENTS:

None

Docusign Envelope ID: AFDDA755-0CDC-4E86-8AC4-B5E4DD26BFC4

RESOLUTION NO. 16120

A RESOLUTION IN SUPPORT OF ISSUING A REQUEST FOR QUALIFICATIONS TO SOLICIT RESPONSES FROM GROUPS OR INDIVIDUALS INTERESTED IN PROVIDING ECONOMIC DEVELOPMENT ACTIVITIES FOR THE BENEFIT OF THE CITY AND ITS CITIZENS

WHEREAS, City Council is vitally interested in the economic development and wellbeing of the City and its citizens; and

WHEREAS, City Council desires to have economic development activities aggressively pursued for the benefit of the City and its citizens, as it relates to the Sales and Use Tax Capital Improvement Project Fund, Sec. 14-4-85.1-85.9, P.M.C. (the "½ cent sales tax"); and

WHEREAS, City Council requests City staff create and issue a Request for Qualifications to solicit responses from groups or individuals interested in providing economic development activities for the benefit of the City and its citizens; 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 develop a Request for Qualifications to be issued for the purpose of soliciting responses from groups or individuals interested in providing economic development activities for the benefit of the City and its citizens.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: September 8, 2025

BY: Roger Gomez
MEMBER OF CITY COUNCIL

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

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

Docusign Envelope ID: FAA1CDA1-FCE0-4123-AE01-D9AFA797419D

City Clerk's Office Item # R1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 8, 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. This ordinance also expresses intent of the City to issue these bonds in 2026 to the Tava Square Apartments.

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 proposed 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,

Docusign Envelope ID: FAA1CDA1-FCE0-4123-AE01-D9AFA797419D

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. City of Pueblo 2025 PAB Carryforward
6. Redline-Bkground and Tava Square PAB Allocation-4915-0550-1796-v1 and Bkground and Tava Square PAB Allocation-4915-0550-1796-v2

Docusign Envelope ID: FAA1CDA1-FCE0-4123-AE01-D9AFA797419D

ORDINANCE NO. 11031

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 private activity bond volume cap allocation (the “State Ceiling”) among the Colorado Housing and Finance Authority (the "Authority") and other governmental units in the State; and

WHEREAS, pursuant to Section 24-32-1706 of the Allocation Act, the City of Pueblo has been awarded a portion of the 2025 State Ceiling in the amount of $7,334,977 (the "2025 Allocation") for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2025 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 by carrying forward a portion, or all, of such 2025 Allocation in accordance with the provisions of the Allocation Act; and

WHEREAS, in order to carry forward the City’s 2025 Allocation, the City wishes to declare its intention to issue single family or multifamily revenue bonds, in one or more series, in connection with financing residential facilities for low- and middle-income families or persons intended for use as the sole place of residence by the owners or intended occupants thereof, which facilities may include Tava Square Apartments, and which facilities will be located within the boundaries of the City and other participating jurisdictions; and

WHEREAS, the City of intends to issue single family or multifamily revenue bonds, in one or more series, in an amount not to exceed $7,334,977 of its direct private activity bond volume cap allocation for 2025 (plus any additional amounts that the City may be awarded from the statewide balance pursuant to the Allocation Act); NOW, THEREFORE,

Docusign Envelope ID: FAA1CDA1-FCE0-4123-AE01-D9AFA797419D

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

SECTION 1.

The City hereby approves the carryforward of its 2025 Allocation and in connection therewith declares its intent to issue its revenue bonds to finance single family or multifamily projects in one or more series (the "Bonds") in an aggregate principal amount not to exceed $7,334,977 (plus any additional amounts that the City may be awarded from the statewide balance pursuant to the Allocation Act), which shall be used in connection with financing residential facilities for low- and middle-income families or persons intended for use as the sole place of residence of the owners or intended occupants thereof, which facilities may include Tava Square Apartments, and which facilities will be located within the boundaries of the City and other participating jurisdictions.

SECTION 2.

In connection with the management and preservation of the City's private activity bond volume cap allocations, the City is hereby authorized to execute any Internal Revenue Service ("IRS") form and to enter into assignment agreements and delegation agreements with other Colorado "issuing authorities" as defined in Section 24-32-1703(12), Colorado Revised Statutes, as amended. The Director of Budget and Finance or an authorized representative of the City is hereby City Council of the City (the "Council") that this Ordinance shall also apply to any amounts that are awarded to the City from the statewide balance or other issuing authorities pursuant to the Allocation Act. The appropriate officers of the City are hereby authorized to apply for an award from the statewide balance pursuant to the Allocation Act.

SECTION 3.

The Council hereby finds that:

(a) the Bonds shall not constitute any multiple-fiscal year or indirect debt or other financial obligation whatsoever of the City or the State or any political subdivision of the State within the meaning of any provision or limitation of the State Constitution or statutes, and the Bonds shall not constitute or give rise to a pecuniary liability of the City or a charge against the City's general credit or taxing powers, or ever be deemed to be an obligation or agreement of any Council member, officer, director, agent or employee of the City in such person's individual capacity, and none of such persons shall be subject to any personal liability by reason of the issuance of the Bonds;

(b) the issuance of the Bonds in connection with financing such residential facilities will promote the public purposes set forth in the Act, including, without limitation, assisting persons or families of low- and middle-income in obtaining adequate, safe and sanitary housing;

(c) it is the City's intent that this Ordinance constitutes an official indication of the present intention of the City to issue the Bonds, as herein provided.

Docusign Envelope ID: FAA1CDA1-FCE0-4123-AE01-D9AFA797419D

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 August 25, 2025.

Final adoption of Ordinance by City Council on September 8, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 9/10/2025 | 8:44 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Docusign Envelope ID: FAA1CDA1-FCE0-4123-AE01-D9AFA797419D

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

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

KUTAKROCK

Kutak Rock LLP
2001 16th Street, Suite 1800, Denver, CO 80202
office 303.297.2400

September 8, 2025

Colorado Department of Local Affairs
Division of Housing
1313 Sherman Street, Room 320
Denver, CO 80203

Re: Request of the City of Pueblo, Colorado for Carryforward Treatment of its 2025 Private Activity Bond Volume Cap Allocation

Ladies and Gentlemen:

As bond counsel to the City of Pueblo, Colorado ("Pueblo"), we are submitting this opinion in compliance with the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the "Colorado Allocation Act").

Representatives of Pueblo have informed us that the City Council (the "Council") of Pueblo has adopted an inducement ordinance (the "Ordinance") on September 8, 2025 stating that Pueblo intends to issue up to $7,334,977 of qualified mortgage or qualified residential rental revenue bonds (the "Bonds"), in one or more series, for financing residential facilities for low- and middle-income families or persons intended for use as the sole place of residence by the owners or intended occupants thereof, which facilities may include Tava Square Apartments, and which facilities will be located within the boundaries of the City (collectively, the "Project").

In connection with the proposed issuance of any Bonds to finance the Project, we are of the opinion that the Bonds would constitute qualified "private activity bonds" within the meaning of Sections 141 and 143 of the Internal Revenue Code of 1986, as amended (the "Code") and, therefore, require a private activity bond volume cap allocation pursuant to the Colorado Allocation Act prior to their issuance in order to satisfy Section 146 of the Code. Pueblo is authorized under the laws and Constitution of the State of Colorado to issue its Bonds to finance the Project. We are also of the opinion that the Bonds for the Project have a carryforward purpose, as defined in Section 146(f)(5) of the Code, which qualifies for carryforward treatment under Section 146(f) of the Code.

The scope of our engagement has not extended beyond the examinations and the rendering of the opinions expressed herein. The opinions expressed above are limited to the laws of the State of Colorado and of the United States of America. This letter may not be relied upon by any person other than the addressee hereof for any purpose without our prior written consent.

Very truly yours,

Mario Trimble

City Clerk's Office Item #

Background Paper for Proposed ORDINANCE

COUNCIL MEETING DATE: August 25, 2025

TO: President Mark Aliff and Members of City Council

CC: Heather Graham, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Melissa Cook, Director of Housing and Citizen Services

SUBJECT: AN ORDINANCE AUTHORIZING THE CITY OF PUEBLO TO CARRY OVER $7,334,977 IN PRIVATE ACTIVITY BOND ALLOCATION, EXPRESSING INTENT OF THE CITY OF PUEBLO TO ISSUE ITS PRIVATE ACTIVITY BONDS AND AURHORIZING THE MAYOR TO EXECUTE PRELIMINARY ACTIONS IN CONNECTION THEREWITH

SUMMARY:

This Ordinance will allow the City of Pueblo to carry over $7,334,977 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. This ordinance also expresses intent of the City to issue these bonds in 2026 to the Tava Square Apartments.

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 proposed 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:

Proposed Ordinance
2025 Private Activity Bond Attorney Certification
2025 Private Activity Bond Allocation notification from the State of Colorado

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF PUEBLO TO CARRY OVER $7,334,977 IN PRIVATE ACTIVITY BOND ALLOCATION, EXPRESSING INTENT OF THE CITY OF PUEBLO TO ISSUE ITS PRIVATE ACTIVITY BONDS AND AURHORIZING 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~~ private activity bond volume cap allocation (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~~been awarded a portion of the 2025 State Ceiling in the amount of $7,334,977 (the "2025 Allocation") 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 by carrying forward a portion, or all, of such 2025 Allocation in accordance with the provisions of the Allocation Act; and

WHEREAS, in order to carry forward the City's 2025 Allocation, the City wishes to declare its intention to issue single family or multifamily revenue bonds, in one or more series, in connection with financing residential facilities for low- and middle-income families or persons intended for use as the sole place of residence by the owners or intended occupants thereof, which facilities may include Tava Square Apartments, and which facilities will be located within the boundaries of the City and other participating jurisdictions; 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~~intends to issue single family or multifamily revenue bonds, in one or more series, in an amount not to exceed

$7,334,977 of its direct private activity bond volume cap allocation for 2025 (plus any additional amounts that the City may be awarded from the statewide balance pursuant to the Allocation Act). 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.~~

The City hereby approves the carryforward of its 2025 Allocation and in connection therewith declares its intent to issue its revenue bonds to finance single family or multifamily projects in one or more series (the "Bonds") in an aggregate principal amount not to exceed $7,334,977 (plus any additional amounts that the City may be awarded from the statewide balance pursuant to the Allocation Act), which shall be used in connection with financing residential facilities for low- and middle-income families or persons intended for use as the sole place of residence of the owners or intended occupants thereof, which facilities may include Tava Square Apartments, and which facilities will be located within the boundaries of the City and other participating jurisdictions.

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.~~

In connection with the management and preservation of the City's private activity bond volume cap allocations, the City is hereby authorized to execute any Internal Revenue Service ("IRS") form and to enter into assignment agreements and delegation agreements with other Colorado "issuing authorities" as defined in Section 24-32-1703(12), Colorado Revised Statutes, as amended. The Director of Budget and Finance or an authorized representative of the City is hereby City Council of the City (the "Council") that this Ordinance shall also apply to any amounts that are awarded to the City from the statewide balance or other issuing authorities pursuant to the Allocation Act. The appropriate officers of the City are hereby authorized to apply for an award from the statewide balance pursuant to the Allocation Act.

SECTION 3

~~The carry forward with the intent to issue of $7,334,97 of the City of Pueblo's 2025 Allocation is hereby approved.~~

The Council hereby finds that:

(a) the Bonds shall not constitute any multiple-fiscal year or indirect debt or other financial obligation whatsoever of the City or the State or any political subdivision of the State within the meaning of any provision or limitation of the State Constitution or statutes, and the Bonds shall not constitute or give rise to a pecuniary liability of the City or a charge against the City's general credit or taxing powers, or ever be deemed to be an obligation or agreement of any Council member, officer, director, agent or employee of the City in such person's individual capacity, and none of such persons shall be subject to any personal liability by reason of the issuance of the Bonds;

(b) the issuance of the Bonds in connection with financing such residential facilities will promote the public purposes set forth in the Act, including, without limitation, assisting persons or families of low- and middle-income in obtaining adequate, safe and sanitary housing;

(c) it is the City's intent that this Ordinance constitutes an official indication of the present intention of the City to issue the Bonds, as herein provided.

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

Summary report: Litera Compare for Word 11.7.0.54 Document comparison done on 8/29/2025 1:33:36 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4915-0550-1796/1/Bkground and Tava Square PAB Allocation.docx	
Modified DMS: nd://4915-0550-1796/2/Bkground and Tava Square PAB Allocation.docx	
Changes:	
Add	13
~~Delete~~	9
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	22

Docusign Envelope ID: F397780D-E1DC-48C7-8912-349EE57A57E4

City Clerk's Office Item # R2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 8, 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

Docusign Envelope ID: F397780D-E1DC-48C7-8912-349EE57A57E4

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.

Docusign Envelope ID: F397780D-E1DC-48C7-8912-349EE57A57E4

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

Docusign Envelope ID: F397780D-E1DC-48C7-8912-349EE57A57E4

ORDINANCE NO. 11032

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

Docusign Envelope ID: F397780D-E1DC-48C7-8912-349EE57A57E4

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 August 25, 2025.

Final adoption of Ordinance by City Council on September 8, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB482...
President of City Council

Action by the Mayor:

☒ Approved on 9/10/2025 | 8:45 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Docusign Envelope ID: F397780D-E1DC-48C7-8912-349EE57A57E4

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

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.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 8, 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 25, 2025.

Final adoption of Ordinance by City Council on September 8, 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: 9AD30DB3-15B6-4AB7-BD37-E48329E63775

City Clerk's Office Item # R4

Background Paper for Proposed Presentation

COUNCIL MEETING DATE: September 8, 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.

Docusign Envelope ID: 9AD30DB3-15B6-4AB7-BD37-E48329E63775

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

Docusign Envelope ID: 9AD30DB3-15B6-4AB7-BD37-E48329E63775

ORDINANCE NO. 11033

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.

Docusign Envelope ID: 9AD30DB3-15B6-4AB7-BD37-E48329E63775

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 August 25, 2025.

Final adoption of Ordinance by City Council on September 8, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 9/10/2025 | 8:45 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

COLORADO
Department of Local Affairs
Division of Local Government

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

Docusign Envelope ID: 44B1D6BE-CF53-47B4-A95E-3F92BE5DFEFF

City Clerk's Office Item # R5

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 8, 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,

Docusign Envelope ID: 44B1D6BE-CF53-47B4-A95E-3F92BE5DFEFF

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

Docusign Envelope ID: 44B1D6BE-CF53-47B4-A95E-3F92BE5DFEFF

ORDINANCE NO. 11034

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.

Docusign Envelope ID: 44B1D6BE-CF53-47B4-A95E-3F92BE5DFEFF

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 August 25, 2025.

Final adoption of Ordinance by City Council on September 8, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 9/10/2025 | 8:43 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Docusign Envelope ID: 44B1D6BE-CF53-47B4-A95E-3F92BE5DFEFF

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...

_____
City Clerk

COLORADO
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

Docusign Envelope ID: 8C3C23FA-C5FE-4BFB-BC8E-D9432109E8CF

City Clerk's Office Item # R6

Background Paper for Proposed Presentation

COUNCIL MEETING DATE: September 8, 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

Docusign Envelope ID: 8C3C23FA-C5FE-4BFB-BC8E-D9432109E8CF

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

Docusign Envelope ID: 8C3C23FA-C5FE-4BFB-BC8E-D9432109E8CF

ORDINANCE NO. 11036

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.

Docusign Envelope ID: 8C3C23FA-C5FE-4BFB-BC8E-D9432109E8CF

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 August 25, 2025.

Final adoption of Ordinance by City Council on September 8, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 9/10/2025 | 8:44 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

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

INITIAL HERE

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

INITIAL HERE

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:

INITIAL HERE

(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.

INITIAL HERE

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: _____

Docusign Envelope ID: A63C50AD-2F9B-40D4-8634-D938BF9801DF

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 8, 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

Docusign Envelope ID: A63C50AD-2F9B-40D4-8634-D938BF9801DF

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

Docusign Envelope ID: A63C50AD-2F9B-40D4-8634-D938BF9801DF

ORDINANCE NO. 11036

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:

Docusign Envelope ID: A63C50AD-2F9B-40D4-8634-D938BF9801DF

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 August 25, 2025.

Final adoption of Ordinance by City Council on September 8, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: A63C50AD-2F9B-40D4-8634-D938BF9801DF

Action by the Mayor:

☒ Approved on 9/10/2025 | 8:43 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 8, 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. 11037

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 August 25, 2025.

Final adoption of Ordinance by City Council on September 8, 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

Docusign Envelope ID: A63C50AD-2F9B-40D4-8634-D938BF9801DF

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 8, 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

Docusign Envelope ID: A63C50AD-2F9B-40D4-8634-D938BF9801DF

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

Docusign Envelope ID: A63C50AD-2F9B-40D4-8634-D938BF9801DF

ORDINANCE NO. 11036

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:

Docusign Envelope ID: A63C50AD-2F9B-40D4-8634-D938BF9801DF

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 August 25, 2025.

Final adoption of Ordinance by City Council on September 8, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: A63C50AD-2F9B-40D4-8634-D938BF9801DF

Action by the Mayor:

☒ Approved on 9/10/2025 | 8:43 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

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: September 8, 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 EMERGENCY ORDINANCE APPROVING AND ACCEPTING AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-052-2025 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF $2,492,390 FOR COSTS RELATED TO THE CONSTRUCT HANGAR AND REHABILITATE TAXILANE (PHASE II CONSTRUCTION) PROJECT AT THE PUEBLO MEMORIAL AIRPORT, BUDGETING AND APPROPRIATING SAID FUNDS TO PROJECT NO. AP1804 – SOUTH T-HANGAR #1, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance will approve and accept an Airport Improvement Program (AIP) grant agreement from the United States of America acting through the Federal Aviation Administration (FAA) to provide funding for costs related to the Construct Hangar and Rehabilitate Taxilane (Phase II Construction) project, budgeting and appropriating funds to AP1804 – South T-Hangar #1. A large portion of this project is to rehabilitate taxilanes that have deteriorated into a potential safety concern. Continued deterioration will result in damage to City property, persons and or aircraft.

PREVIOUS COUNCIL ACTION:

Ordinance No. 9308, passed and approved on July 9, 2018, established Project No. AP1804 – South T-Hangar #1 budgeting and appropriating funds from insurance claim for damage to t-hangars.

Ordinance No. 10728, passed and approved on June 25, 2024, accepted CDOT Grant 24-PUB-01 to reimburse the City 2.5% of the total design cost.

Ordinance No. 10774 passed and approved on September 9, 2024, accepted FAA Grant No. 3-08-0046-051-2024 to reimburse the City 95% of the total design cost.

Ordinance No. 10812, passed and approved on October 15, 2024, approved a sub-agreement for Professional Engineering Services between the City of Pueblo and Dibble and Associates Consulting Engineers, Inc., for engineering design services for the project.

Ordinance No. 10971, passed and approved on June 23, 2025, accepted CDOT Grant 24-PUB-01 to reimburse the City 2.5% of the total construction cost.

BACKGROUND:

The City owned a set of ten T-Hangars that were built in the late 1970s. In May of 2015, the Airport was hit by a severe hailstorm that damaged the roof. Then, in July of 2016, the T-Hangars were further damaged by a DC-10 that severely damaged the northernmost hangar unit. Insurance funds have been received and used to seed a project to construct new hangars. The damaged hangars were disassembled and donated to Otero County for use at Fowler Airport. The 2022 Airport Master Plan identified the need to construct new general aviation hangars and rehabilitate deteriorating and potentially unsafe taxilane infrastructure at the Pueblo Memorial Airport. The FAA has awarded a grant from the Bi-partisan Infrastructure Legislation (BIL) funds to reimburse 95% of project costs.

Emergency ordinances for the immediate preservation or protection of public health, property or safety may be introduced at a regular meeting or at any special meeting provided the subject thereof has been included in the notice of such meeting. An emergency ordinance shall be presented the first time and published as provided in the case of other ordinances and may be read a second and final time with or without amendment at any regular or special meeting subsequent to such publication. An emergency ordinance shall contain a specific statement of the emergency, and shall require the affirmative vote of a majority of the Council Membership for adoption as an emergency measure. No ordinance making a grant or any franchise or any special privilege shall ever be passed as an emergency ordinance.

FINANCIAL IMPLICATIONS:

The total estimated project cost is $2,623,569. The FAA AIP Grant is (95%) of the total project costs not to exceed $2,492,390. Funds will be budgeted and appropriated to Project No. AP1804-South T-Hangar #1. Local and State matching funds totaling $131,178.42 were budgeted and appropriated in previous ordinances.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the grant will not be accepted from the federal

government and the project will not occur. City property will continue to deteriorate becoming unsafe and unusable.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. PUB-NMG-3-08-0046-052-2025-Grant Agreement Draft
2. FAA AIP GRANT 3-08-0046-052-2025 CERTIFICATION

ORDINANCE NO. 11038

AN EMERGENCY ORDINANCE APPROVING AND ACCEPTING AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-052-2025 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF $2,492,390 FOR COSTS RELATED TO THE CONSTRUCT HANGAR AND REHABILITATE TAXILANE (PHASE II CONSTRUCTION) PROJECT AT THE PUEBLO MEMORIAL AIRPORT, BUDGETING AND APPROPRIATING SAID FUNDS TO PROJECT NO. AP1804 – SOUTH T-HANGAR #1, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo has received a Grant Agreement from the Federal Aviation Administration (FAA) for costs related to the Construct Hangar and Rehabilitate Taxilane (Phase II Construction) project; and

WHEREAS, the FAA notified the City that acceptance of the Grant Agreement for Phase II Construction project must be completed by September 18, 2025; and

WHEREAS, failure to approve and accept the Grant Agreement by September 18, 2025 will cause the City to forfeit $197,111.00 in rollover funds and result in the further deterioration of the Pueblo Municipal Airport's Taxilane infrastructure endangering the safety of the public and the preservation of property; and

WHEREAS, approval of this Grant Agreement is necessary for the immediate preservation or protection of property and safety; NOW, THEREFORE

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

SECTION 1.

The Federal Aviation Administration Grant Agreement No. 3-08-0046-052-2025 ("Grant Agreement"), a copy of which is attached hereto and made a part hereof by reference, by and between the City of Pueblo, a Municipal Corporation, and the United States of America through the Federal Aviation Administration ("FAA"), making available $2,492,390.00 in federal funds for costs related to the Construct Hangar and Rehabilitate Taxilane (Phase II Construction) project, after having been approved as to form by the City Attorney, is here by accepted and approved

SECTION 2.

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

SECTION 3.

Funds in the amount of $2,492,390.00 shall be accepted pursuant to the Grant

Agreement and budgeted and appropriated to Project No. AP1804-South T-Hangar #1.

SECTION 4.

Pursuant to the Grant Agreement, the FAA may make unilateral amendments to the grant terms and its obligation thereunder, including the increasing or decreasing of its grant obligation. In accordance therewith, such amendments shall be effective without the need for an additional ordinance or other action by City Council. Should the FAA increase the maximum grant obligation, said funds shall be automatically budgeted and appropriated to Project No. AP1804-South T-Hangar #1 without the need for further action.

SECTION 5.

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

SECTION 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

U.S. Department of Transportation Federal Aviation Administration

Airports Division Northwest Mountain Region Colorado, Utah, Wyoming

Denver Airports District Office: 26805 E 68th Ave, Ste 224 Denver, CO 80249-6339

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

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

Dear Mayor Graham:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. 3-08-0046-052-2025 at Pueblo Memorial Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 18, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Tolulope Odeyemi, (303) 342-1267, tolulope.o.odeyemi@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{{Sig_es_:signer1: signature}}

Jesse A. Lyman
Manager, Denver Airports District Office

DRAFT

U.S. Department of Transportation Federal Aviation Administration

FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	**{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}**	
Airport/Planning Area	Pueblo Memorial Airport	
Airport Infrastructure Grant Number	3-08-0046-052-2025	[Contract No. DOT-FA25NM-1163]
Unique Entity Identifier	NJK3BNUDRHJ7	

TO: City of Pueblo, Colorado

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated January 22, 2025 and amended on August 26, 2025, for a grant of Federal funds for a project at or associated with the Pueblo Memorial Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Pueblo Memorial Airport (herein called the "Project") consisting of the following:

Construct Hangar and Rehabilitate Taxilane (Construction)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act(IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the

benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $2,492,390.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $2,492,390 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

DRAFT

than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the

project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 18, 2025, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

   a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

   b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

DRAFT

13. **Informal Letter Amendment of IIJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial

DRAFT

grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

DRAFT

22. **Trafficking in Persons.**

1. Posting of contact information.

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:

i. Severe forms of trafficking in persons;

ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;

iii. The use of forced labor in the performance of this grant; or any subaward; or

iv. Acts that directly support or advance trafficking in person, including the following acts;

a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

d) Charging recruited employees a placement or recruitment fee; or

e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;

ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

a) Associated with performance under this Grant; or

b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR

DRAFT

Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or

      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with performance under this Grant; or

         b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA’s right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions.* For purposes of this Grant award, term:

   a. “Employee” means either:

      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or

      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.

   b. “Private entity” means:

      i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

      ii. The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt

DRAFT

bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **IIJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated January 2022, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in

consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024**. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

    https://www.congress.gov/bill/118th-congress/house-bill/3935/text

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**
    a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
    b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
        (1) additional conditions on the award;

(2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

(3) any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

DRAFT

SPECIAL CONDITIONS

35. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as described by 49 U.S.C. § 47106(a)(6).

36. **Airport Layout Plan (ALP).** The Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said ALP is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an ALP in accordance with 49 U.S.C. § 47107(a)(16).

37. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

    a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

    b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

    c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

        1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

            i. Location of all runways, taxiways, and aprons;

            ii. Dimensions;

            iii. Type of pavement; and,

            iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

        2. Inspection Schedule.

            i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

            ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

        3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

DRAFT

i. Inspection date;

ii. Location;

iii. Distress types; and

iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

38. **Project Containing Paving Work in Excess of $500,000.** The Sponsor agrees to:

a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);

4. Qualifications of engineering supervision and construction inspection personnel;

5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

DRAFT

d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

39. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

40. **Duffy Plaintiff Special Term**. Pursuant to the court's preliminary injunction order in State of California v. Duffy, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

    *The challenged immigration enforcement condition:

    "[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

DRAFT

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

{{Sig_es_:signer1:signature:dimension(height=12mm, width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{N_es_:signer1:title }}

(Title of FAA Official)

DRAFT

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated **{{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}**

CITY OF PUEBLO, COLORADO

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: **{{N_es_:signer2:fullname }}**

(Typed Name of Sponsor's Authorized Official)

Title: **{{*Ttl_es_:signer2:title }}**

(Title of Sponsor's Authorized Official)

DRAFT

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es_:signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Colorado__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at **{{DateTime_es_:signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: {{Sig_es_:signer3:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

DRAFT

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

DRAFT

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

DRAFT

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

DRAFT

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

DRAFT

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

DRAFT

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

DRAFT

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

DRAFT

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

DRAFT

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

DRAFT

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

    1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

    2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

DRAFT

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

DRAFT

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

DRAFT

other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

    1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

    2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

    1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

DRAFT

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Pueblo, Colorado**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

DRAFT

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

DRAFT

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of January 22, 2025.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

DRAFT

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

DRAFT

GRANT CERTIFICATION

To: Mark Aliff, President of the City Council
Heather Graham, Mayor

Re: Grant No. 3-08-0046-052-2025

Construct Hangar and Rehabilitate Taxilane (Phase II Construction)

I hereby certify that I have reviewed and am familiar with the attached documents, and to the best of my knowledge and belief, the City has the present ability to comply with all special conditions, certifications and assurances therein contained.

Name (print) Greg Pedroza Date: 8/27/25

Signature:

Title: Director of Aviation