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

MONDAY, OCTOBER 27, 2025
7:00 PM

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

A. CALL TO ORDER — President Mark Aliff

B. INVOCATION — Michael Atlas-Acuna, President, Temple Emanuel Board of Directors

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW AND APPROVAL OF AGENDA

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

I. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated October 14, 2025, as distributed.

I1 City Council Minutes 10/14/2025

J. PUBLIC HEARINGS

J1 Proposed 2026 Annual Budget

This Public Hearing is held for the purpose of receiving public testimony as it pertains to the 2026 Proposed Annual Budget per the requirements of Section 7-9 of the Charter for the City of Pueblo. ***Required Council Action:*** Open the Hearing, Receive Public Testimony, and Close the Hearing. **Council discussion is not required and there is no Council action at this time.**

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 9/10/2025

M. RESOLUTIONS

M1 A Resolution authorizing the transfer of $400,000 from the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund for the purpose of providing upkeep and maintenance to buildings held for the purpose of job creating capital projects.

M2 A Resolution Transferring $400,000 from Project No. LT2408 - Park Construction Eagleridge Park into Project No. LT2503 - Ray Aguilera Park Perimeter, Awarding a Construction Contract in the amount of $380,883.35 to Acorn Construction Company and setting forth $19,116.65 for contingencies for Project No. 25-087 Ray Aguilera Park Perimeter and Authorizing the Purchasing Agent to Execute Same

M3 A Resolution establishing a new Account Project HU2513 Concrete Imp - St Clair Ph 2; transferring funds in the amount of $197,510.80 from HUAN01 Street Resurfacing to Account Project HU2513; and awarding a construction contract in the amount of $167,510.80 to Balance Concrete, LLC., for Project No. 25-076, Concrete Improvements - St. Clair Avenue Phase 2 (Airlane Ave to Prairie Ave), setting forth $30,000 for contingencies, and authorizing the Purchasing Agent to execute same

M4 A Resolution awarding a construction contract in the amount of $123,633.00 to Industrial Constructors / Managers, Inc. and setting forth $12,363.30 for contingencies and additional work for Project No. 25-073 (WWAN04) FY2025 Wastewater Secondary Clarifier #2 Rehabilitation at the James R. Dilorio Water Reclamation Facility and authorizing The Purchasing Agent to execute the same.

M5 A Resolution awarding a construction contract in the amount of $36,493 to Lg Contractors, a Limited Liability Company, for Project No. 25-054, Concrete Improvements - 101 West Riverwalk, setting forth $5,500 for contingencies, and authorizing the Purchasing Agent to execute same

M6 A Resolution ratifying an emergency construction contract in the amount of $6,649.51 with Parker Excavating, Inc., for Emergency Sanitary sewer point repair at 3016 Vail Ave., Project No. 24-033 (WWAN03) and approving the Purchasing Agent’s execution of the same.

M7 A Resolution ratifying an emergency construction contract in the amount of $6,338.99 with Parker Excavating, Inc., for Emergency Sanitary sewer point repair at 116 Colorado Ave., Project No. 24-033 (WWAN03) and approving the Purchasing Agent’s execution of the same.

M8 A Resolution authorizing the issuance of a Revocable Permit (REV-25-36) to the Bessemer Historical Society d/b/a Steelworks Center of the West to host the Bessemer Trunk or Treat

M9 A Resolution authorizing the issuance of a Revocable Permit (REV-25-37) to Chicks Crispy Chicken to host a trunk or treat event with grand opening ribbon cutting

M10 A Resolution approving a Professional Services Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Community Development Strategies, LLC, for consulting work for HUD related programs, and authorizing the Purchasing Agent to execute same

M11 A Resolution awarding a construction contract in the amount of $54,884 to Cleary Building Corp, for Project No. 25-091, Elmwood Golf Course Maintenance Shed, setting forth

$8,000 for contingencies, and authorizing the Purchasing Agent to execute same

M12 A Resolution authorizing funds in the amount of $305,628.24 from the Black Hills Energy Underground Utility Fund to be expended for the purpose of relocating overhead electric facilities underground for a facility construction project for the Board of Water Works

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance amending sections 17-4-42 and 17-4-43 to Title XVII of the Pueblo Municipal Code relating to minimum parking requirements within applicable transit service areas

N2 An Ordinance amending section two of chapter two, section fifty-one of chapter four, and sections four and ten of chapter ten of Title XVII of the Pueblo Municipal Code relating to off-premises signs

N3 An Ordinance approving an agreement between Axon Enterprise, Inc., A Delaware Corporation, and the City of Pueblo, a Colorado Municipal Corporation, for the purchase and installation of interview room video systems, software, storage, and related services, and authorizing the Mayor to execute same

N4 An Ordinance approving a purchase agreement and related documents between Circle K Stores Inc., a Texas Corporation, and The City of Pueblo, a Colorado Municipal Corporation, and authorizing the Mayor to execute same

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 November 10, 2025, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Pueblo Choral Society in the amount of $1,000 to sponsor Old Fashioned Christmas 2025 at 7:00 PM at Memorial Hall on December 17, 2025

Q2 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to the Pueblo Downtown Association in the amount of $1,500 to sponsor the 2025 Pueblo Parade of Lights at 5:30 PM starting in Mesa Junction and ending in Downtown Pueblo on November, 29, 2025

Q3 A Resolution authorizing the transfer of $750,000 to project ED0801, RMS/IQOR Lease: Pope Block previously established in the 1992-2026 Sales and Use Tax Capital Improvements Project Fund.

Q4 A Resolution establishing Project Account CI2521 - Greyhound Park Blight Removal, transferring funds in the amount of $500,000 from Project Account CI2113 - American Rescue Plan Act and depositing and appropriating $500,000 into Project Account CI2521 - Greyhound Park Blight Removal

R. QUASI-JUDICIAL PROCEEDINGS

R1 An Ordinance amending zoning restrictions to rezone 151 North Bradford Avenue from B-3, Highway and Arterial Business Zone District to R-6, Multiple-Residential and Commercial Zone District - *Introduced October 14, 2025 by Councilor Brett Boston*

R2 An Ordinance extending the deferred filings period for the Memorial Heights Subdivision to May 31, 2026 - *Introduced October 14, 2025 by Councilor Brett Boston*

R3 An Ordinance approving the Villa Bella Subdivision, Filing No. 2 - *Introduced October 14, 2025 by Councilor Brett Boston*

S. ORDINANCES – FINAL PRESENTATION

S1 An Ordinance approving an agreement in the amount of One Hundred Thousand Dollars to provide Eviction Prevention Assistance between the County of Pueblo and The City of Pueblo, a Colorado Municipal Corporation, and authorizing the Mayor to execute same - *Introduced October 14, 2025 by Councilor Brett Boston*

S2 An Ordinance establishing Project No. CI2518, the Small Business Window Repair Mini-Grant Program, and budgeting and appropriating $50,000 in funds accrued from deposit interest related to the American Rescue Plan Act revenue into said Project No. CI2518 - *Introduced October 14, 2025 by Councilor Brett Boston*

S3 An Ordinance approving and accepting a grant agreement and applicable conditions pertaining thereto with the Colorado Department of Transportation (CDOT) for the "A Step Towards Reducing Traffic Fatalities" grant, in the amount of $36,000, from October 1, 2025 through September 30, 2026, establishing project number PS2508, budgeting and appropriating funds into project PS2508, budgeting and appropriating funds into project PS2508, and authorizing the Mayor to execute same - *Introduced October 14, 2025 by Councilor Brett Boston*

S4 An Ordinance approving a 1st amendment to an intergovernmental agreement between the City of Pueblo ("City"), a Colorado Municipal Corporation, and the Federal Highway Administration ("FHWA"), from the RAISE grant program, award number 693JJ32440495, relating to the West Side Connector Project, and authorizing the mayor to execute same - *Introduced October 14, 2025 by Councilor Brett Boston*

S5 An Ordinance electing to certify Abatement Assessment Roll No. 2025-1 to the County Treasurer and to have the County Treasurer collect in the same manner as other taxes - *Introduced October 14, 2025 by Councilor Brett Boston*

S6 An Ordinance establishing project account ED2503 - St Charles Ind Pk Infrastructure, transferring $8,000,000.00 from the unappropriated fund balance of the half-cent sales tax fund for economic development, and budgeting and appropriating $8,000,000.00 into project account ED2503 - *Introduced October 14, 2025 by Councilor Brett Boston*

S7 An Ordinance approving and accepting a Quitclaim Deed from Ruth Lorraine Guerin for property legally described as Lots 43-46, Block 15, Sunnyside Subdivision, County of Pueblo, State of Colorado - *Introduced October 14, 2025 by Councilor Brett Boston*

S8 An Ordinance approving and authorizing the Mayor to sign a License Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Trussworks Operations, LLC, a Delaware limited liability company - *Introduced October 14, 2025 by Councilor Brett Boston*

S9 An Ordinance approving a sublease agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Pueblo Depot Activity Development Authority, and authorizing the Mayor to execute same - *Introduced October 14, 2025 by Councilor Brett Boston*

T. COUNCIL MEMBER CONFLICT OF INTEREST

Councilor Joe Latino may ask to be excused from the meeting due to a conflict of interest with agenda item number U-1.

U. COMMUNICATIONS

U1 A Citizen filed an ethics complaint against Councilor Joe Latino

V. ADJOURN

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
TUESDAY, OCTOBER 14, 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, Chief of Staff Brian McCain, Deputy City Attorney Harley Gifford, City Clerk Marisa Stoller.

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

- Salvadore Torres - Pueblo Veteran Ritual Team
- Payton Roth - HUP House
- Nancy Miller - Public Engagement/Council Mandatory
- Elvis Martinez - Code Enforcement, campaign finance, special meeting, exposure without names
- John Farley - Atlas
- Ken Danti - Energy

G. COUNCIL MEMBER AND MAYOR COMMENTARY

Mayor Graham shared that Council had been given the proposed budget and that she is open to any questions. She congratulated the 3 new police officers that graduated from the academy today.

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

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

J. READING AND APPROVAL OF MINUTES

Councilor Boston, seconded by Councilor Gomez, moved to dispense with the reading and approve the Minutes of the Regular Meetings dated **September 22, 2025** and **September 29, 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.

J1 CITY COUNCIL MINUTES 09/22/25

J2 CITY COUNCIL MINUTES 09/29/25

K. CONSENT AGENDA

City Clerk Marisa Stoller read the Consent Agenda into the record.

L. COMMUNICATIONS

L1 MINUTES OF THE PLANNING AND ZONING COMMISSION REGULAR MEETING FOR 08/13/2025

M. RESOLUTIONS

M2 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $17,288.95 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2550 GLADIOLA ST., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

This Resolution was assigned as **16139**.

M3 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $8,667.43 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1807 LAKE AVE., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

This Resolution was assigned as **16140**.

M4 A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE 20.17-ACRE AREA COMMONLY KNOWN AS THE QUARTZ ROAD ANNEXATION FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS

This Resolution was assigned as **16141**.

M5 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-31) TO THE HARP AUTHORITY FOR THE USE OF VICTORIA AVENUE FROM THE HARP PARKING LOT AT 101 SOUTH VICTORIA AVENUE TO GREENWOOD STREET FOR THE PURPOSE OF FACILITATING A "FRIGHT NIGHT" TRICK-OR-TREAT EVENT

This Resolution was assigned as **16142**.

M6 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-33) TO THE YMCA OF PUEBLO FOR THE USE OF ONE LANE OF SPAULDING AVENUE AND ONE LANE OF PARKER BOULEVARD FOR THEIR 2025 YMCA SPOOKY SPRINT 5K RUN/WALK EVENT

This Resolution was assigned as **16143**.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS TO PROVIDE EVICTION PREVENTION ASSISTANCE BETWEEN THE COUNTY OF PUEBLO AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N3 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE "A STEP TOWARDS REDUCING TRAFFIC FATALITIES" GRANT, IN THE AMOUNT OF $36,000, FROM OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026, ESTABLISHING PROJECT NUMBER PS2508, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2508, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2508, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N4 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 151 NORTH BRADFORD AVENUE FROM B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT TO R-6, MULTIPLE-RESIDENTIAL AND COMMERCIAL ZONE DISTRICT

N5 AN ORDINANCE EXTENDING THE DEFERRED FILINGS PERIOD FOR THE MEMORIAL HEIGHTS SUBDIVISION TO MAY 31, 2026

N6 AN ORDINANCE APPROVING THE VILLA BELLA SUBDIVISION, FILING NO. 2

N8 AN ORDINANCE APPROVING A 1ST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO ("CITY"), A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL HIGHWAY ADMINISTRATION ("FHWA"), FROM THE RAISE GRANT

PROGRAM, AWARD NUMBER 693JJ32440495, RELATING TO THE WEST SIDE CONNECTOR PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N9 AN ORDINANCE ELECTING TO CERTIFY ABATEMENT ASSESSMENT ROLL NO. 2025-1 TO THE COUNTY TREASURER AND TO HAVE THE COUNTY TREASURER COLLECT IN THE SAME MANNER AS OTHER TAXES

N11 AN ORDINANCE APPROVING AND ACCEPTING A QUITCLAIM DEED FROM RUTH LORRAINE GUERIN FOR PROPERTY LEGALLY DESCRIBED AS LOTS 43-46, BLOCK 15, SUNNYSIDE SUBDIVISION, COUNTY OF PUEBLO, STATE OF COLORADO

N12 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND TRUSSWORKS OPERATIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

N13 AN ORDINANCE APPROVING A SUBLEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO DEPOT ACTIVITY DEVELOPMENT AUTHORITY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

O. APPROVAL OF CONSENT AGENDA

Councilor Boston, seconded by Councilor Latino, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for October 27, 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 AUTHORIZING THE TRANSFER OF $400,000 FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND FOR THE PURPOSE OF PROVIDING UPKEEP AND MAINTENANCE TO BUILDINGS HELD FOR THE PURPOSE OF JOB CREATING CAPITAL PROJECTS.

This item was moved to the Regular Agenda.

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

Councilor Maestri, seconded by Councilor Gomez, moved to postpone the Resolution to the October 27, 2025 agenda.

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

N2 AN ORDINANCE ESTABLISHING PROJECT NO. CI2518 AND BUDGETING AND APPROPRIATING FUNDS ACCRUED FROM DEPOSIT INTEREST RELATED TO THE AMERICAN RESCUE PLAN ACT REVENUE INTO SAID PROJECT NO. CI2518

This item was moved to the regular agenda.

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

Councilor Boston, seconded by Councilor Gomez, moved to approve the Ordinance on first reading.

Councilor Martinez, seconded by Councilor Boston, moved to amend the Ordinance by changing the title to "An Ordinance establishing Project No. CI2518, the Small Business Window Repair Mini-Grant Program, and budgeting and appropriating $50,000 in funds accrued from deposit interest relating to the American Rescue Plan Act revenue into said Project No. CI2518," passing the ordinance on first reading, setting the public hearing for October 27, 2025 and ordering the ordinance to be published by title.

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

N7 AN ORDINANCE APPROVING A PURCHASE AGREEMENT AND RELATED DOCUMENTS BETWEEN CIRCLE K STORES INC., A TEXAS CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

This item was removed from the consent agenda.

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

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

Councilor Maestri, seconded by Councilor Gomez, moved to postpone the Ordinance first reading to October 27, 2025.

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

N10 AN ORDINANCE ESTABLISHING PROJECT ACCOUNT ED2503 - ST CHARLES IND PK INFRASTRUCTURE, TRANSFERRING $8,000,000.00 FROM THE UNAPPROPRIATED FUND BALANCE OF THE HALF-CENT SALES TAX FUND FOR ECONOMIC DEVELOPMENT, AND BUDGETING AND APPROPRIATING $8,000,000.00 INTO PROJECT ACCOUNT ED2503

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

Councilor Flores, seconded by Councilor Boston, moved to approve the Ordinance on first presentation, setting the public hearing for October 27, 2025, and ordering the ordinance

be published by title.

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

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

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

- Elvis Martinez appeared via zoom to speak on this Resolution.

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

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

Q2 A RESOLUTION ADOPTING AND APPROVING THE PAVEMENT DESIGN CRITERIA FOR THE CITY OF PUEBLO DATED SEPTEMBER 22, 2025

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

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

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

This Resolution was assigned as **16144**.

Q3 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $2,372,832.16 TO H.W. HOUSTON CONSTRUCTION, LLC, FOR PROJECT NO. 25-020 PUB TAXILANE REHAB AND NEW HANGAR CONSTRUCTION AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

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

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

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

This Resolution was assigned as **16145**.

Q4 A RESOLUTION AUTHORIZING THE TRANSFER OF $750,000 TO PROJECT ED0801, RMS/IQOR LEASE: POPE BLOCK PREVIOUSLY ESTABLISHED IN

THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENTS PROJECT FUND.

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

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

Councilor Maestri, seconded by Councilor Gomez, moved to postpone the Resolution to the October 27, 2025 agenda.

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

Q5 A RESOLUTION ESTABLISHING PROJECT NO. CI2519 - CITY PARK TENNIS COURT RENOVATION AND TRANSFERRING $609,631 FROM CAPITAL PROJECT CI1108 - CP TENNIS CLUBHOUSE RENOVATION INTO PROJECT NO. CI2519

A staff report and detailed review of the Resolution was given by Mike Sexton, Assistant Director of Parks & Recreation.

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

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

This Resolution was assigned as **16146**.

Q6 A RESOLUTION OF THE CITY COUNCIL OF PUEBLO, COLORADO EXPRESSING SUPPORT FOR HOSTING A BUC-EE'S TRAVEL CENTER IN THE CITY OF PUEBLO

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

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

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

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

This Resolution was assigned as **16147**.

Q7 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO BROADWAY THEATRE LEAGUE - PUEBLO IN THE AMOUNT OF $2,500 TO SPONSOR THEIR 2025-2026 SEASON

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

Councilor Latino, seconded by Councilor Boston, 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 **16148**.

Q8 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO HABITAT FOR HUMANITY IN THE AMOUNT OF $1,000 TO SPONSOR RAMP UP PUEBLO

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

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 **16149**.

Q9 A RESOLUTION ESTABLISHING PROJECT ACCOUNT CI2521 - GREYHOUND PARK BLIGHT REMOVAL, TRANSFERRING FUNDS IN THE AMOUNT OF $500,000 FROM PROJECT ACCOUNT CI2113 - AMERICAN RESCUE PLAN ACT AND DEPOSITING AND APPROPRIATING $500,000 INTO PROJECT ACCOUNT CI2521 - GREYHOUND PARK BLIGHT REMOVAL

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

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

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

This Resolution was assigned as **16150**.

Q10 A RESOLUTION ESTABLISHING PROJECT NO. CI2510 – CONVERGYS SITE REDEVELOPMENT, TRANSFERRING $85,309.57 FROM PROJECT PL0804 - SANTA FE & 1ST STREET (CITY CENTER) IMPROVEMENT PROJECT; $188,251.67 FROM PROJECT CI1901 - DEMOLITION/ABATEMENT OF DANGEROUS BUILDINGS, $149,324.52 FROM PROJECT CI1809 - 2018 ABATEMENT/DEMO OF BUILDINGS; $71,914.23 FROM PROJECT CI1605 - 2016 ABATEMENT AND DEMOLITION OF DANGEROUS BUILDINGS; AND $105,200.01 FROM PROJECT CIAN23 - DEMOLITION OF UNSAFE STRUCTURES INTO PROJECT NO. CI2510, AND APPROPRIATING A TOTAL OF $600,000.00 INTO PROJECT NO. CI2510 - CONVERGYS SITE REDEVELOPMENT

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

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

Councilor Boston, seconded by Councilor Maestri, moved to postpone this Resolution to November 10, 2025.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez,

Councilor Latino, Councilor Maestri. **Nays:** Councilor Martinez. Motion Passed 6-1.

R. QUASI-JUDICIAL PROCEEDINGS

R1 AN ORDINANCE APPROVING THE TOWNHOMES AT RIVER'S RUN, A SPECIAL AREA PLAN

A staff report and detailed review of the Ordinance was given by Beritt Odom, Director of Planning & Community Development. Ms. Odom requested that the Planning & Zoning documents for this item, Case #S24-06 dated December 11, 2024, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

- Aaron Hega appeared in person 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 **11048.**

R2 AN ORDINANCE APPROVING A SPECIAL AREA PLAN FOR THE TOWNHOMES AT RIVER'S RUN SUBDIVISION

A staff report and detailed review of the Ordinance was given by Beritt Odom, Director of Planning & Community Development. Ms. Odom requested that the Planning & Zoning documents for this item, Case #SAP24-02 dated December 11, 2024, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

- Dave DeCenzo appeared in person 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 **11049.**

S. ORDINANCES – FINAL PRESENTATION

S1 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 Charles Roy, Acting Director of Public Works.

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

S2 AN ORDINANCE ESTABLISHING ACCOUNT PROJECT HU2512 - DILLON ROUNDABOUT CONSTRUCTION, AND TRANSFERRING, BUDGETING AND APPROPRIATING $2,000,000 FROM PROJECT ACCOUNT HU9999, FASTER PROJECTS TO BE DETERMINED, TO SAID PROJECT ACCOUNT HU2512

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

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 **11050.**

S3 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A 4TH AMENDMENT AND RESTATEMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO ("CITY"), A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT: TAP M086-082 (22971) RELATING TO THE NORTHERN AVE TRAIL PHASE III PROJECT, BUDGETING AND APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF $513,841 FOR SAID PROJECT, AND AWARDING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,436,813.01 TO MORTON ELECTRIC, INC. FOR PROJECT NO. 25-001R, CONCRETE AND SIGNAL IMPROVEMENTS - NORTHERN AVENUE TRAIL PHASE 3 REBID AND SETTING FORTH $185,047.99 FOR CONTINGENCIES

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

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 **11051.**

S4 AN ORDINANCE TRANSFERRING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $400,000 FROM CI2415, STREET REHABILITATION TO PL2202, LAKE & ORMAN ROUNDABOUT PROJECT

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

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 **11052.**

S5 AN ORDINANCE AMENDING SECTION ONE OF CHAPTER TWO OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO DEFINITIONS AND SECTION TWENTY-NINE OF CHAPTER FOUR OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO SPECIAL AREA PLANS

A staff report and detailed review of the Ordinance was given by Beritt Odom, Director of Planning & Community Development. Ms. Odom requested that the Planning & Zoning documents for this item, Case #TA25-03 dated August 13, 2025, be made part of the record for this hearing. So ordered by President Aliff.

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 **11053.**

S6 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF

COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, ESTABLISHING PROJECT NUMBER PS2511, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2511, AUTHORIZING THE MAYOR TO EXECUTE SAME, AND RATIFYING THEIR SIGNATURE THERETO

A staff report and detailed review of the Ordinance was given by Chris Noeller, Chief of Police.

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 **11054.**

S7 AN ORDINANCE APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE CONSTRUCTION ADMINISTRATION FOR THE CONSTRUCT HANGAR AND REHABILITATE TAXILANE (CONSTRUCTION) PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

Councilor Latino, seconded by Councilor 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 **11055.**

S8 AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO STATE FAIR AUTHORITY, A SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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 **11056.**

S9 AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE DILLON DRIVE URBAN RENEWAL PLAN

A staff report and detailed review of the Ordinance was given by Cherish Deeg, PURA.

PUBLIC HEARING:

- Tony Acri appeared in person to speak in favor of this ordinance
- Avik Amean appeared in person to speak in favor of this ordinance
- Randy Thurston 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 **11057.**

T. COUNCIL MEMBER CONFLICT OF INTEREST

U. COMMUNICATIONS

U1 A CITIZEN FILED AN ETHICS COMPLAINT AGAINST COUNCILOR MAESTRI

Councilor Maestri was recused from the meeting.

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

Councilor Boston, seconded by Councilor Martinez, moved to accept the communication

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Martinez. **Nays:** Councilor Latino. Motion Passed 5-1.

Councilor Martinez, seconded by Councilor Boston, moved to investigate the complaint.

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

V. ADJOURN

President Aliff adjourned the meeting at 11:32 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, September 10, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 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; Hannah Prinzi, Planner; and Cindy Capritta, Land Use Tech.

Staff Members Absent:

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

Motion Passed: 7-0

Public Meeting:

A-25-01 Annexation: Pueblo Airport Annexation *Continued from August 13, 2025*

Hannah Prinzi provided staff report for the Pueblo Airport Annexation.

Commission Action: Bailey moved to recommend the application for the Pueblo Airport Annexation be forwarded to City Council seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

Z-25-15 Rezone: A rezoning of 151 N Bradford Ave, approximately 0.30 acres between E 2nd St and E City Center Dr, from a Highway and Arterial Business (B-3) to Multiple-Residential and Commercial (R-6) Zone District. Staff report by Hannah Prinzi, Planner.

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

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

Motion Passed: 7-0

Z-25-17 Rezone: A rezoning of 3230 W. 12th, approximately 0.51 acres at the corner of Thomas Ave and W 12th St, from an Agricultural Four (A-4) to Industrial (I-2) Zone District. Staff report by Hannah Prinzi, Planner.

Hearing: Applicant Jaqueline Smith was sworn in and spoke in favor of the application. Dennis Pratt was sworn in and spoke in opposition.

Commission Action: Bailey moved to recommend the rezoning application be forwarded to City Council for approval with 1 staff condition to be completed before Council scheduling, second by Spinuzzi.

Motion Passed: 7-0

TA-25-05 Text Amendment: An Ordinance amending Sections 17-4-42 and 17-4-43 of Title XVII of the Pueblo Municipal Code relating to minimum off-street parking requirements in Applicable Transit Service Areas. Staff report by Hannah Prinzi, Planner.

Hearing: No one appeared in support or opposition.

Commission Action: Bailey moved to recommend approval of the text amendment be forwarded to City Council, seconded by Spinuzzi.

Motion Passed: 7-0

Approval of Minutes:

1. Minutes from August 13, 2025

Old/New Business:

Adjourn at 4:24 PM

Respectfully submitted,

Mike Castellucci
Chairperson

Beritt Odom
Executive Secretary

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Danny Nunn, Director of Finance

SUBJECT: A RESOLUTION AUTHORIZING THE TRANSFER OF $400,000 FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND FOR THE PURPOSE OF PROVIDING UPKEEP AND MAINTENANCE TO BUILDINGS HELD FOR THE PURPOSE OF JOB CREATING CAPITAL PROJECTS.

SUMMARY:

This Resolution provides additional funding needed for the maintenance and upkeep of buildings used for the purpose of job creating capital projects.

PREVIOUS COUNCIL ACTION:

Funding for upkeep of buildings has been routinely approved when needed.
Resolution 13838, December 11, 2017 authorizing $400,000
Resolution 14078, November 12, 2018 authorizing $400,000
Resolution 14402, April 27, 2020 authorizing $341,000
Resolution 14828, March 14, 2022 authorizing $400,000

BACKGROUND:

There are several buildings owned by either the City of Pueblo, Pueblo Development Foundation, or PEDCO, that are held and maintained for the purpose of job creating capital projects. The buildings have been constructed for use by future industrial prospects (shell buildings) or have been vacated by former tenants. The appearance and upkeep of these buildings is of vital importance when presenting them to prospective tenants. In order to maintain the appearance and integrity of the buildings, they require that insurance be carried, utilities remain connected and on, and that general maintenance be done.

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FINANCIAL IMPLICATIONS:

The amount of $400,000 is available and shall be transferred from the Economic Development Half Cent Tax fund to Project EDBLDG for the maintenance and upkeep of City-owned buildings.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

If this Resolution is not approved, the appearance and integrity of the buildings could be jeopardized.

RECOMMENDATION:

City Staff recommends approval of the Resolution

ATTACHMENTS:

None

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RESOLUTION NO. 16161

A RESOLUTION AUTHORIZING THE TRANSFER OF $400,000 FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND FOR THE PURPOSE OF PROVIDING UPKEEP AND MAINTENANCE TO BUILDINGS HELD FOR THE PURPOSE OF JOB CREATING CAPITAL PROJECTS.

WHEREAS, certain buildings are maintained for the purpose of job creating capital improvement projects; and

WHEREAS, additional funds are periodically provided, as necessary, for the costs incurred in maintaining the appearance and integrity of the buildings; NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The amount of $400,000 shall be transferred to Project EDBLDG for expenses related to the maintenance and upkeep of City owned buildings. Funds shall be transferred from the Projects to be Determined account within the 1992 – 2026 Sales and Use Tax Capital Improvements Project Fund.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage

INTRODUCED: October 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 27, 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: A RESOLUTION TRANSFERRING $400,000 FROM PROJECT NO. LT2408 - PARK CONSTRUCTION EAGLERIDGE PARK INTO PROJECT NO. LT2503 - RAY AGUILERA PARK PERIMETER, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $380,883.35 TO ACORN CONSTRUCTION COMPANY AND SETTING FORTH $19,116.65 FOR CONTINGENCIES FOR PROJECT NO. 25-087 RAY AGUILERA PARK PERIMETER AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution transferring funds from Project No. LT2408 – Park Construction Eagleridge Park into Project No. LT2503 – Ray Aguilera Park Perimeter and awarding a construction contract to Acorn Construction Company for Project No. 25-087 Ray Aguilera Park Perimeter.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

This fence will be installed around the perimeter of Ray Aguilera Park and tie into the existing ballfield fence. There will be pedestrian gates and parking lot gates that staff will be able to open during park hours.

FINANCIAL IMPLICATIONS:

The total project cost is $380,883.35 with a contingency of $19,116.65. Funding for this project is available in Project No. LT2408 that will be transferred into Project No. LT2503.

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BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

The perimeter fence around Ray Aguilera Park will not be installed if this Resolution is not approved.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-087 Bid Summary

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

RESOLUTION NO.16162

A RESOLUTION TRANSFERRING $400,000 FROM PROJECT NO. LT2408 - PARK CONSTRUCTION EAGLERIDGE PARK INTO PROJECT NO. LT2503 - RAY AGUILERA PARK PERIMETER, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $380,883.35 TO ACORN CONSTRUCTION COMPANY AND SETTING FORTH $19,116.65 FOR CONTINGENCIES FOR PROJECT NO. 25-087 RAY AGUILERA PARK PERIMETER AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of $400,000 shall be transferred from Project No. LT2804 – Park Construction Eagleridge Park into Project No. LT2503 – Ray Aguilera Park Perimeter. Funds shall only be expended and used for this Project.

SECTION 2.

A contract for Project 25-087 Ray Aguilera Park Perimeter is hereby awarded to said bidder for a total amount of $380,883.35 with $19,116.65 in contingencies.

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 the same.

SECTION 4.

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

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A1F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02FBDFFC3D43C...
CITY CLERK

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

EVALUATION TABULATION

IFB No. 25-087 (LT2503)

Ray Aguilera Park Perimeter Fence and Gates

SELECTED VENDOR TOTALS

Vendor	Total
Acorn Construction Company	$380,883.35
Cedar Ridge Landscape, Inc	$453,541.25

BASE BID

BASE BID					Acorn Construction Company		Cedar Ridge Landscape, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Montage II Classic 3 Rail Ornamental Fencing	1701	L.F.	$135.50	$230,485.50	$160.00	$272,160.00
X	2	26' x 6' Dual Track Aluminum Ornamental Cantilever Gates	3	EA.	$10,080.00	$30,240.00	$16,000.00	$48,000.00
X	3	23' x 6' Dual Track Aluminum Ornamental Cantilever Gates	2	EA.	$10,080.00	$20,160.00	$14,000.00	$28,000.00
X	4	22' x 6' Dual Track Aluminum Ornamental Cantilever Gates	2	EA.	$10,080.00	$20,160.00	$12,000.00	$24,000.00
X	5	6' x 6' Walk Gate	4	EA.	$3,080.00	$12,320.00	$3,000.00	$12,000.00
X	6	Install Irrigation Pipe (1"- 1 1/2 " Diameter)	1	LF	$24.00	$24.00	$10.00	$10.00
X	7	Install Irrigation Pipe (2"-3" Diameter)	1	LF	$47.00	$47.00	$15.00	$15.00
X	8	Relocate Existing Irrigation Head	1	EA.	$147.00	$147.00	$60.00	$60.00

BASE BID					Acorn Construction Company		Cedar Ridge Landscape, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	9	Install Irrigation Head Assembly (Rainbird 5000)	1	EA.	$305.00	$305.00	$95.00	$95.00
X	10	Install Irrigation Head Assembly (Rainbird 6500)	1	EA.	$360.00	$360.00	$120.00	$120.00
X	7	Install Bollards	12	EA.	$900.00	$10,800.00	$650.00	$7,800.00
X	8	Erosion and Sediment Control	1	LS	$500.00	$500.00	$1,000.00	$1,000.00
X	9	Traffic Control	1	LS	$2,500.00	$2,500.00	$1,800.00	$1,800.00
X	10	Mobilization	1	LS	$12,410.00	$12,410.00	$19,500.00	$19,500.00
Total						$340,458.50		$414,560.00

ALTERNATE BID NO. 1

ALTERNATE BID NO. 1					Acorn Construction Company		Cedar Ridge Landscape, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	11	Install Breeze, Depth = 4"	5945	S.F.	$4.00	$23,780.00	$3.00	$17,835.00
X	12	Install Weed Fabric Barrier	5945	S.F.	$0.33	$1,961.85	$0.75	$4,458.75
X	13	Install Metal Edging 3/16" Thick	1287	L.F.	$9.00	$11,583.00	$12.50	$16,087.50
X	14	Traffic Control	1	LS	$3,100.00	$3,100.00	$600.00	$600.00
Total						$40,424.85		$38,981.25

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 27, 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 ESTABLISHING A NEW ACCOUNT PROJECT HU2513 CONCRETE IMP - ST CLAIR PH 2; TRANSFERRING FUNDS IN THE AMOUNT OF $197,510.80 FROM HUAN01 STREET RESURFACING TO ACCOUNT PROJECT HU2513; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $167,510.80 TO BALANCE CONCRETE, LLC., FOR PROJECT NO. 25-076, CONCRETE IMPROVEMENTS - ST. CLAIR AVENUE PHASE 2 (AIRLANE AVE TO PRAIRIE AVE), SETTING FORTH $30,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution transferring funds from HUAN01 to HU2513, awarding a Construction Contract to Balance Concrete, LLC., for Project No. 25-076 Concrete Improvements - St. Clair Avenue Phase 2 (Airlane Ave to Prairie Ave).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of the removal and replacement of concrete sidewalk, curb and gutter and the construction of ADA curb ramps along St. Clair Avenue from Airlane Avenue to Prairie Avenue. This Resolution awards the Construction Contract to Balance Concrete, LLC. It also establishes a new Account Project HU2513 - Concrete Imp - St Clair Ph 2 and transfers project funds from Account Project HUAN01 - Street Resurfacing into said account.

FINANCIAL IMPLICATIONS:

Funds in the amount of $197,510.80 will be transferred from Account Project HUAN01, Street Resurfacing into Account Project HU2513 - Concrete Imp - St Clair Ph 2.

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

Funding in the amount of $167,510.80 plus $30,000.00 for contingencies shall be paid from HU2513.

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. 25-076 Bid Summary

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

RESOLUTION NO. 16151

A RESOLUTION ESTABLISHING A NEW ACCOUNT PROJECT HU2513 CONCRETE IMP - ST CLAIR PH 2; TRANSFERRING FUNDS IN THE AMOUNT OF $197,510.80 FROM HUAN01 STREET RESURFACING TO ACCOUNT PROJECT HU2513; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $167,510.80 TO BALANCE CONCRETE, LLC., FOR PROJECT NO. 25-076, CONCRETE IMPROVEMENTS - ST. CLAIR AVENUE PHASE 2 (AIRLANE AVE TO PRAIRIE AVE), SETTING FORTH $30,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for 25-076 Concrete Improvements - St. Clair Phase 2 (Airlane Ave to Prairie Ave) 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. 25-076 Concrete Improvements - St. Clair Avenue Phase 2 (Airlane Ave to Prairie Ave) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Account Project HU2513 - Concrete Imp - St Clair Ph 2 is hereby established.

SECTION 2.

Funds in the amount of $197,510.80 are hereby transferred from Account Project HUAN01 - Street Resurfacing to Account Project HU2513 - Concrete Imp - St Clair Ph 2.

SECTION 3.

The City Council authorizes Project No. 25-076 Concrete Improvements - St. Clair Avenue Phase 2 (Airlane Ave to Prairie Ave) to be performed, and the contract for said project is hereby awarded to Balance Concrete, LLC., in the amount of $167,510.80.

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.

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.

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

Contingencies and Additional Work……$30,000.00

SECTION 6.

Funds for Project No. 25-076, in the amount of $197,510.80 ($167,510.80 + $30,000.00 for contingencies and additional work), shall be from Account Project HU2513, Concrete Imp - St Clair Ph 2.

SECTION 7.

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 8.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 27, 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

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

EVALUATION TABULATION

IFB No. 25-076 (HUAN01)

Concrete Improvements - St. Clair Avenue Phase 2 (Airlane Ave to Prairie Ave)

RESPONSE DEADLINE: October 1, 2025 at 10:30 am
Report Generated: Wednesday, October 1, 2025

VENDOR TOTALS

Vendor	Total
Balance Concrete LLC	$167,510.80
Lg Contractors	$169,076.44
Cedar Ridge Landscape, Inc	$174,368.50
Doug Vaughn, LLC	$175,453.30
Nunez Construction, Inc	$233,348.10
JTorres Construction	$264,612.81

BASE BID

BASE BID				Balance Concrete LLC		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC		JTorres Construction		Lg Contractors		Nunez Construction, Inc	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Remove Asphalt	2172	SF	$1.90	$4,126.80	$1.50	$3,258.00	$2.00	$4,344.00	$3.45	$7,493.40	$2.50	$5,430.00	$3.50	$7,602.00
2	Remove Curb & Gutter	555	LF	$5.50	$3,052.50	$4.75	$2,636.25	$4.75	$2,636.25	$12.57	$6,976.35	$2.00	$1,110.00	$30.00	$16,650.00
3	Remove Concrete	1099	SF	$1.65	$1,813.35	$1.50	$1,648.50	$2.35	$2,582.65	$4.44	$4,879.56	$2.20	$2,417.80	$3.50	$3,846.50
4	Remove Reinforced Concrete	2739	SF	$2.65	$7,258.35	$2.00	$5,478.00	$2.50	$6,847.50	$6.44	$17,639.16	$5.00	$13,695.00	$4.50	$12,325.50
5	Remove Shrubs	86	SF	$7.80	$670.80	$4.00	$344.00	$4.00	$344.00	$25.00	$2,150.00	$1.99	$171.14	$9.00	$774.00
6	Construct Curb Head	1012	LF	$18.15	$18,367.80	$18.00	$18,216.00	$18.00	$18,216.00	$13.99	$14,157.88	$15.00	$15,180.00	$15.00	$15,180.00
7	Construct Curb & Gutter	555	LF	$28.90	$16,039.50	$29.00	$16,095.00	$28.00	$15,540.00	$46.90	$26,029.50	$27.00	$14,985.00	$35.00	$19,425.00
8	Construct 4-inch Concrete	5018	SF	$7.60	$38,136.80	$7.50	$37,635.00	$6.45	$32,366.10	$10.92	$54,796.56	$5.00	$25,090.00	$6.95	$34,875.10
9	Construct 6-inch Concrete	1899	SF	$8.70	$16,521.30	$9.25	$17,565.75	$7.20	$13,672.80	$12.30	$23,357.70	$8.50	$16,141.50	$9.00	$17,091.00
10	Construct 7-inch Reinforced Concrete	2806	SF	$10.60	$29,743.60	$12.00	$33,672.00	$14.00	$39,284.00	$13.75	$38,582.50	$11.00	$30,866.00	$14.00	$39,284.00

BASE BID				Balance Concrete LLC		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC		JTorres Construction		Lg Contractors		Nunez Construction, Inc	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
11	Construct Asphalt Road Patch	2020	SF	$9.00	$18,180.00	$9.00	$18,180.00	$9.00	$18,180.00	$12.21	$24,664.20	$10.50	$21,210.00	$7.25	$14,645.00
12	Relocate Sign	8	EA	$105.00	$840.00	$60.00	$480.00	$100.00	$800.00	$275.00	$2,200.00	$100.00	$800.00	$300.00	$2,400.00
13	Install Tactile Band 24"x30"	38	EA	$255.00	$9,690.00	$170.00	$6,460.00	$160.00	$6,080.00	$375.00	$14,250.00	$250.00	$9,500.00	$225.00	$8,550.00
14	Class 6 Base Material (Place and Compact)	28	TON	$55.00	$1,540.00	$50.00	$1,400.00	$45.00	$1,260.00	$87.00	$2,436.00	$35.00	$980.00	$400.00	$11,200.00
15	Erosion and Sediment Control	1	LS	$100.00	$100.00	$400.00	$400.00	$300.00	$300.00	$4,500.00	$4,500.00	$1,000.00	$1,000.00	$4,500.00	$4,500.00
16	Traffic Control	1	LS	$1,100.00	$1,100.00	$5,000.00	$5,000.00	$7,000.00	$7,000.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$10,000.00	$10,000.00
17	Mobilization	1	LS	$330.00	$330.00	$5,900.00	$5,900.00	$6,000.00	$6,000.00	$10,500.00	$10,500.00	$5,500.00	$5,500.00	$15,000.00	$15,000.00
Total					$167,510.80		$174,368.50		$175,453.30		$264,612.81		$169,076.44		$233,348.10

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Balance Concrete LLC	Cedar Ridge Landscape, Inc	Doug Vaughn, LLC	JTorres Construction	Lg Contractors	Nunez Construction, Inc
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS						
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass
CERTIFICATIONS						
CERTIFICATION STATEMENT	Pass	Pass	Pass	Pass	Pass	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response	No Response	No Response	No Response	No Response	No Response

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $123,633.00 TO INDUSTRIAL CONSTRUCTORS / MANAGERS, INC. AND SETTING FORTH $12,363.30 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 25-073 (WWAN04) FY2025 WASTEWATER SECONDARY CLARIFIER #2 REHABILITATION AT THE JAMES R. DIIORIO WATER RECLAMATION FACILITY AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME.

SUMMARY:

This Resolution awards a construction contract to Industrial Constructors / Managers, Inc. for Project No. 25-073 (WWAN04), FY2025 Wastewater Secondary Clarifier #2 Rehabilitation at the James R. DiIorio Water Reclamation Facility (WRF). The project will replace the damaged AR plate.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The WRF treats all the wastewater for the City of Pueblo, and the Secondary Clarifier is the final step in the separation of the solids from the water. The plate in the secondary clarifier is worn out and is causing issues with the seals. The suction manifold will need to be replaced due to the age and lack of suction it is producing. The scum trough will need to be repaired due to the ware of the arms that rub while going under the trough and which has almost rubbed completely through the trough. Without this rehabilitation, it puts the facility at risk not to have a backup in case of an outage of another clarifier. To protect the public interest, this secondary clarifier requires rehabilitation. Specifically, this project will consist of removing the old suction manifold, scum trough and removing the old wear plate from the bottom of the clarifier, installing a new wear plate, grouting

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

the wear plate, installing the suction manifold, installing the refurbished scum trough and installing new manifold gaskets and seals.

FINANCIAL IMPLICATIONS:

The cost of the construction project was bid at $123,633.00 with contingencies of $12,363.30 Funds are available from the Sewer User Funds and appropriated to Project No. 25-073 (WWAN04).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 10-27-25 2nd Clarifier bid tabulations
2. 10-27-25 Secondary Clarifier site map

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

RESOLUTION NO. 16152

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $123,633.00 TO INDUSTRIAL CONSTRUCTORS / MANAGERS, INC. AND SETTING FORTH $12,363.30 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 25-073 (WWAN04) FY2025 WASTEWATER SECONDARY CLARIFIER #2 REHABILITATION AT THE JAMES R. DIIORIO WATER RECLAMATION FACILITY AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME.

WHEREAS, competitive bids for Project No. 25-073 (WWAN04) FY2025 Wastewater Secondary Clarifier #2 Rehabilitation at the James R. DiIorio Water Reclamation Facility have been received and examined; and

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-073 (WWAN04) FY2025 Wastewater Secondary Clarifier #2 Rehabilitation at the James R. DiIorio Water Reclamation Facility to be performed, and the contract for said project is hereby awarded to Industrial Constructors / Managers, Inc., in the amount of $123,633.30.

SECTION 2.

Funds for Project 25-073 (WWAN04) shall be from the Sewer User Funds.

SECTION 3.

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

SECTION 4.

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

Contingencies and Additional Work……$12,363.30.

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

SECTION 5.

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

INTRODUCED: October 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A1F51823AB462...
PRESIDENT OF CITY COUNCIL

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

EVALUATION

Wastewater Secondary Clarifier #2 Rehabilitation

Following

4 followers

Public Improvement Invitation for Bid · Wastewater · 89000, 89013, 89053, 89087, 89095... show all

Project ID: 25-073 (WWAN04)

Release Date: Tuesday, August 12, 2025 · **Due Date:** Thursday, September 11, 2025 10:00am

Posted Tuesday, August 12, 2025 1:33pm

Bid Unsealed Thursday, September 11, 2025 10:03am by Teresa May Burns · Pricing Unsealed Thursday, September 11, 2025 10:03am by Teresa May Burns

All dates & times in Mountain Time

Project Documents | Responses | Bid Tabulations

Bid Tabulations

Report

Selected Vendor Totals

Sort By Highest | Export This Table

#1 Industrial Constructo...	#2 Clean Infusion	#3 Velocity Constructors...	#4 GSE Construction Co...	#5 Swinerton Energy, Inc
$123,633.00	$174,105.00	$178,245.00	$218,900.00	$260,569.00

Grand Total Cost

Show All Columns | Export This Table

Grand Total Cost			Clean Infusion	GSE Construction ...	Industrial Constru...	Swinerton Energy,...	Velocity Construct...
Line Item	**Description**	**Unit of Measure**	**Unit Cost**	**Unit Cost**	**Unit Cost**	**Unit Cost**	**Unit Cost**
1	Total Cost for rehabilitation of the Secondary Clarifier #2 as outlined in this Invitation for Bid (IFB).	Lump Sum	$174,105.00	$218,900.00	$123,633.00	$260,569.00	$178,245.00
	Total		**$174,105.00**	**$218,900.00**	**$123,633.00**	**$260,569.00**	**$178,245.00**

Columns


E Ilex St.
E Ilex St.
S Queens Ave.
Stockyard Rd.

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 27, 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 $36,493 TO LG CONTRACTORS, A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-054, CONCRETE IMPROVEMENTS - 101 WEST RIVERWALK, SETTING FORTH $5,500 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Lg Contractors, LLC., for Project No. 25-054, Concrete Improvements - 101 West Riverwalk.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of the removal and replacement of concrete sidewalk, steps and paving, and other incidental items. The Resolution awards the Construction Contract to Lg Contractors, LLC.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $41,993.00 will be paid from Account Project No. CI2515 101 Riverwalk Unit 2

BOARD/COMMISSION RECOMMENDATION:

None.

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STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-054 Bid Summary

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

RESOLUTION NO. 16153

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $36,493 TO LG CONTRACTORS, A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-054, CONCRETE IMPROVEMENTS - 101 WEST RIVERWALK, SETTING FORTH $5,500 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, bids for Project No. 25-054, Concrete Improvements - 101 West Riverwalk have been received and examined; and,

WHEREAS, the proposal of Lg Contractors, 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. 25-054 Concrete Improvements - 101 West Riverwalk to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-054, Concrete Improvements - 101 West Riverwalk, to be performed, and the contract for said project is hereby awarded to Lg Contractors, LLC., in the amount of $36,493.00.

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…….$5,500.00

SECTION 4.

Funds for Project No. 25-054 (including contingencies and additional work), in the amount of $41,993.00 shall be from Account Project No. CI2515 101 Riverwalk Unit 2.

SECTION 5.

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

SECTION 6.

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

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

EVALUATION TABULATION

IFB No. 25-054 (CI2515)

Concrete Improvements - 101 West Riverwalk

RESPONSE DEADLINE: October 8, 2025 at 10:00 am
Report Generated: Wednesday, October 8, 2025

VENDOR TOTALS

Vendor	Total
Lg Contractors	$36,493.00
Cedar Ridge Landscape, Inc	$40,549.75

BASE BID

BASE BID					Cedar Ridge Landscape, Inc		Lg Contractors	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Remove Curb and Gutter	44	L.F.	$6.00	$264.00	$3.00	$132.00
X	2	Remove Concrete	183	LS	$2.00	$366.00	$3.00	$549.00
X	3	Remove Reinforced Concrete	1439	S.F.	$2.25	$3,237.75	$5.00	$7,195.00
X	4	Remove Asphalt	73	S.F.	$2.00	$146.00	$3.00	$219.00
X	5	Remove Concrete Steps	100	L.F.	$15.00	$1,500.00	$8.00	$800.00
X	6	Remove Curbhead	5	L.F.	$6.00	$30.00	$5.00	$25.00
X	7	Remove/Reset Handrails	3	EA.	$250.00	$750.00	$300.00	$900.00
X	8	Remove/Reset Curb Stops	4	EA.	$75.00	$300.00	$150.00	$600.00
X	9	Construct Curb and Gutter	44	L.F.	$38.00	$1,672.00	$30.00	$1,320.00
X	10	Construct 4" Concrete	25	S.F.	$8.50	$212.50	$5.00	$125.00
X	11	Construct 4" Colored Concrete	158	LS	$17.00	$2,686.00	$9.00	$1,422.00
X	12	Construct 6" Concrete	1439	S.F.	$11.50	$16,548.50	$9.00	$12,951.00
X	13	Construct Asphalt Roadway Patch	73	S.F.	$9.00	$657.00	$11.00	$803.00
X	14	Grind Concrete Hazard	16	LF	$20.00	$320.00	$10.00	$160.00

BASE BID					Cedar Ridge Landscape, Inc		Lg Contractors	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	15	Construct Curbhead	5	L.F.	$18.00	$90.00	$15.00	$75.00
X	16	Construct 6" Reinforced Concrete Steps	100	L.F.	$60.00	$6,000.00	$25.00	$2,500.00
X	17	Install Class 6 Base Material	4	TON	$50.00	$200.00	$35.00	$140.00
X	18	Install Concrete Curb Stops	2	EA.	$150.00	$300.00	$150.00	$300.00
X	19	Install Parking Lot Striping	222	L.F.	$10.00	$2,220.00	$3.50	$777.00
X	20	Erosion and Sediment Control	1	LS	$300.00	$300.00	$1,500.00	$1,500.00
X	21	Traffic Control	1	LS	$1,200.00	$1,200.00	$1,500.00	$1,500.00
X	22	Mobilization	1	LS	$1,550.00	$1,550.00	$2,500.00	$2,500.00
Total						$40,549.75		$36,493.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Cedar Ridge Landscape, Inc	Lg Contractors
BID GUARANTEE	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass
ACKNOWLEDGEMENTS		
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass
INSURANCE REQUIREMENTS	Pass	
COLORADO LABOR REQUIREMENT:	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass
CERTIFICATIONS		
CERTIFICATION STATEMENT	Pass	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response	No Response

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $6,649.51 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 3016 VAIL AVE., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc., for emergency sanitary sewer point repairs at 3016 Vail Ave.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While the Wastewater Department collection crew was performing a routine inspection of sewer mains, they discovered a broken pipe segment 135 feet from the upstream manhole near 3016 Vail Ave. They also discovered another broken pipe segment at 124 feet from the downstream manhole. These defects will further deteriorate the pipe, increase the chance of collapse and block the flow in the sewer main. An emergency repair was performed to repair the two defects to prevent further deterioration of the pipe and possible blockage of the sewer main.

The repair work was performed under the Sanitary Sewer Point Repair multi-year contract under which two contractors were qualified via competitive bid. An estimate was prepared, and Parker Excavating was the lowest bidder and accepted the work.

The cost breakdown for the project is as follows:

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Sanitary Sewer Replacement-related			
Total:	$	6,161.77	93%
Surface Improvement Related			
Total:	$	487.74	7%
Grand Total:	$	6,649.51	100%

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 10-27-25 3016 Vail Ave Emergency Point Repair Attachment

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

RESOLUTION NO. 16154

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $6,649.51 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 3016 VAIL AVE., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

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

WHEREAS, the point repair work was awarded to Parker Excavating, Inc., under the 2024-2026 multi-year point repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 3016 Vail Ave. with Parker Excavating, Inc., Project No. 24-033 (WWAN03) - Emergency Point Repair awarded to said bidder in the amount of $6,649.51.

SECTION 2.

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

SECTION 3.

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

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including contract change order in the amount of $1,206.51 and any other payment authorized under the contract are hereby ratified

INTRODUCED: October 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

2024-2026 Emergency Sanitary Sewer Point Repair					3016 Vail Ave Ave	
Date 07/23/2025						
Project Number: 24-033 (WWAN03)					**Miller Pipeline, LLC**	**Parker Excavating, Inc.**
Item	**Description**	**Estimated**				
1	Remove and Replace 8” PVC Less than 10’ Deep	1-20	LF	20	$ 5,000.00	$ 3,000.00
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
2	Remove and Replace 8” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
3	Remove and Replace 10” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
4	Remove and Replace 10” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
5	Remove and Replace 12” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
6	Remove and Replace 12” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
7	Remove and Replace 15” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
8	Remove and Replace 15” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
9	Remove and Replace 4” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
10	Remove and Replace 4” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
11	Remove and Replace 6” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
12	Remove and Replace 6” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
13	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 8" and 10" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
14	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
15	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
16	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
17	Remove and Replace 7” Reinforced Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
18	Remove and Replace 6” Reinforced Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
19	Remove and Replace 4” Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
20	Remove and Replace Standard Curb and Gutter	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -

21	Install or Remove and Replace 6" Curb Head	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
22	Install Extra Lean Concrete (FlowFill)	1-20	CY		$ -	$ -
		21-100	CY		$ -	$ -
		>100	CY		$ -	$ -
23	Class 6 Base Course for Gravel Surfaced Alleys	TN		10	$ 400.00	$ 330.00
24	Remove Camera/Cleaning Head/Tap Cutter	HR			$ -	$ -
25	Remove and Replace 48” Diameter Manhole	with 1 Invert	EA		$ -	$ -
		with 2 Inverts	EA		$ -	$ -
		with 3 Inverts	EA		$ -	$ -
		with 4 Inverts	EA		$ -	$ -
26	Remove and Replace 60” Diameter Manhole	with 1 Invert	EA		$ -	$ -
		with 2 Inverts	EA		$ -	$ -
		with 3 Inverts	EA		$ -	$ -
		with 4 Inverts	EA		$ -	$ -
27	Calcium Aluminate Coat 48-inch Manhole	1-10	VF		$ -	$ -
		11-15	VF		$ -	$ -
		>15	VF		$ -	$ -
28	Calcium Aluminate Coat 60-inch Manhole	1-10	VF		$ -	$ -
		11-15	VF		$ -	$ -
		>15	VF		$ -	$ -
29	Rebuild Manhole Bench and Trough 48-inch Manhole	LS			$ -	$ -
30	Rebuild Manhole Bench and Trough 60-inch Manhole	LS			$ -	$ -
31	Reinstate Services - 4"	EA		1	$ 350.00	$ 388.00
32	Reinstate Services - 6"	EA			$ -	$ -
33	Mobilization	LS		1	$ 1,750.00	$ 1,725.00
				Total	$ 7,500.00	$ 5,443.00
				With Contingency	$ 9,000.00	$ 6,531.60

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03) Change Order No. : ONE 10/3/2025

Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
3016 Vail Ave

Contractor : PARKER EXCAVATING INC.
1428 Stockyard Rd., Pueblo, CO 81001

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (1-20LF)	($1,500.00)	
2	CLASS 6 BASE COURSE FOR GRAVEL SURFACED ALLEYS	($86.13)	
3	REINSTATE SERVICES - 4"	($388.00)	
5	TRAFFIC CONTROL		$360.77
6	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (1-20LF)		$1,800.00
7	CLASS 6 BASE COURSE FOR GRAVEL SURFACED ALLEYS		$243.87
8	REINSTATE SERVICES - 4"		$776.00
	TOTAL (Decrease) / Increase	($1,974.13)	$3,180.64

Net Adjustment This Change Order	$	1,206.51
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	5,443.00
Total Adjusted Contract Amount To Date	$	6,649.51

Reason For Change: Actual Field Quantities.

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

Prepared by: _____ Date:_____
Wastewater Civil Engineer

Reviewed by: _____ Date:_____
Wastewater Engineering Manager

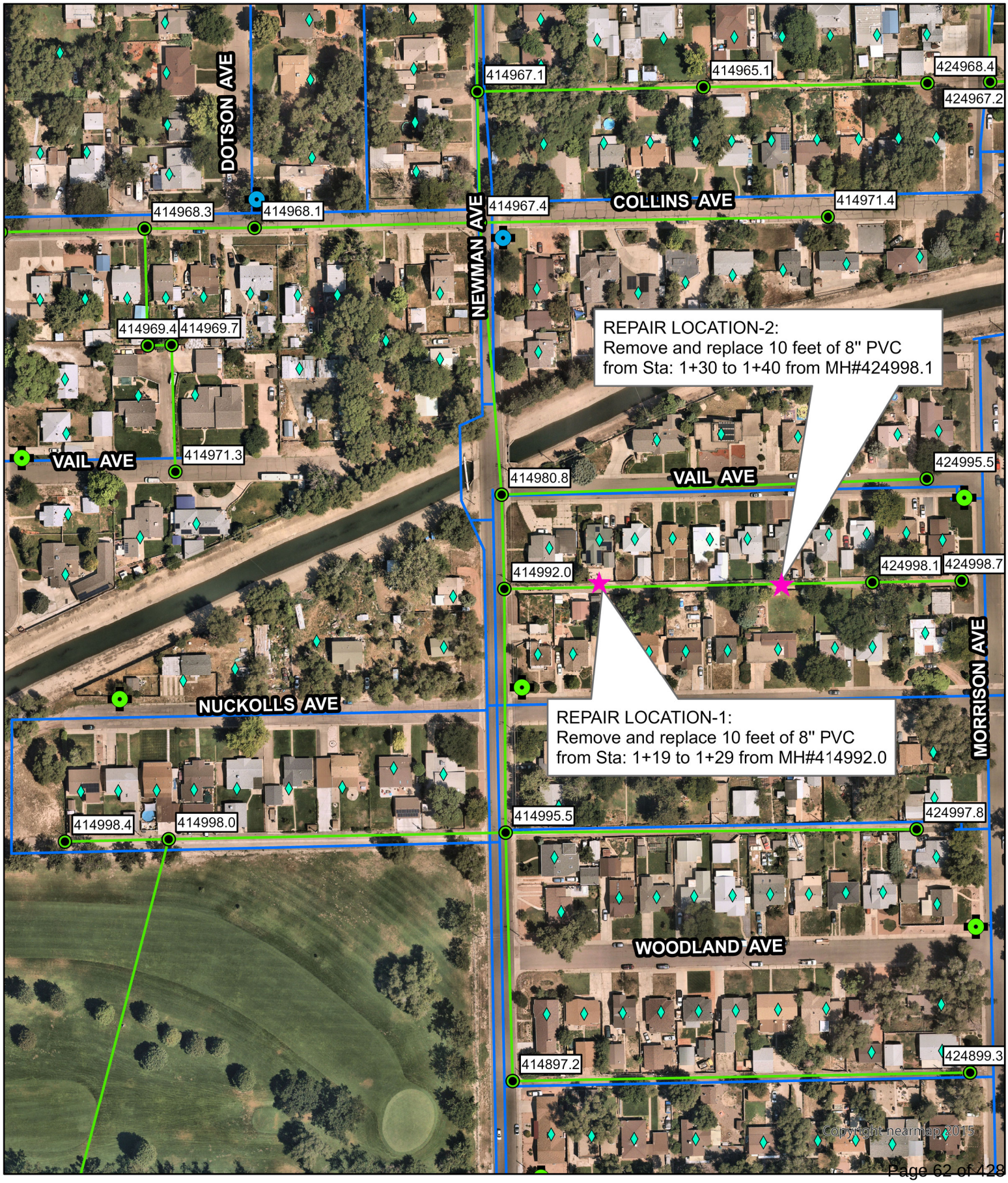
Accepted by: _____ Date:_____
Contractor's Representative

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

Approved by: _____ Date:_____
Director of Wastewater

FORM CO100.1299

24-033 (WWAN03)
2024-2026 Emergency Sanitary Sewer Point Repair
3016 Vail Ave



Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $6,338.99 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 116 COLORADO AVE., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc., for emergency sanitary sewer point repairs at 116 Colorado Ave.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

On March 17, 2025, the City of Pueblo Public Works Department reported that while a boring company was potholing, they found a crack in the sewer main near 116 Colorado Ave. The City witnessed the crack when they washed the soil around the pipe to show the severity of the defect, and the pipe fell apart and created a hole in the sewer main. An emergency repair was performed to patch the hole to prevent further deterioration of the pipe and possible blockage of the sewer main.

The repair work was performed under the Sanitary Sewer Point Repair multi-year contract under which two contractors were qualified via competitive bid. An estimate was prepared, and Parker Excavating was the lowest bidder and accepted the work.

The cost breakdown for the project is as follows:

Sanitary Sewer Replacement-related

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Total:	$	5,930.99	94%
Surface Improvement Related			
Total:	$	408.00	6%
Grand Total:	$	6,338.99	100%

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 10-27-25 116 Colorado Ave Emergency Point Repair Attachment ML

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

RESOLUTION NO. 16155

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $6,338.99 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 116 COLORADO AVE., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

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

WHEREAS, Funds for Project 24-033 (WWAN03) - Emergency Point Repair shall be from the Sewer User Fund.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 116 Colorado Ave. with Parker Excavating, Inc., Project No. 24-033 (WWAN03) - Emergency Point Repair awarded to said bidder in the amount of $6,338.99.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff B7A4F51824AB462...
PRESIDENT OF CITY COUNCIL

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

2024-2026 Emergency Sanitary Sewer Point Repair					116 Colorado Ave	
Date 03/18/2025						
Project Number: 24-033 (WWAN03)					Miller Pipeline, LLC	Parker Excavating, Inc.
Item	**Description**	**Estimated**				
1	Remove and Replace 8” PVC Less than 10’ Deep	1-20	LF	10	$ 2,500.00	$ 1,500.00
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
2	Remove and Replace 8” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
3	Remove and Replace 10” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
4	Remove and Replace 10” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
5	Remove and Replace 12” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
6	Remove and Replace 12” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
7	Remove and Replace 15” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
8	Remove and Replace 15” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
9	Remove and Replace 4” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
10	Remove and Replace 4” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
11	Remove and Replace 6” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
12	Remove and Replace 6” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
13	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 8" and 10" Pipe	1-20	LF	20	$ 2,200.00	$ 2,040.00
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
14	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
15	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
16	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
17	Remove and Replace 7” Reinforced Concrete	1-20	SF		$ -	$ -
		21-100	SF	100	$ 2,300.00	$ 1,950.00
		>100	SF		$ -	$ -
18	Remove and Replace 6” Reinforced Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
19	Remove and Replace 4” Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
20	Remove and Replace Standard Curb and Gutter	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -

21	Install or Remove and Replace 6" Curb Head	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
22	Install Extra Lean Concrete (FlowFill)	1-20	CY	10	$ 1,950.00	$ 1,640.00
		21-100	CY		$ -	$ -
		>100	CY		$ -	$ -
23	Class 6 Base Course for Gravel Surfaced Alleys	TN			$ -	$ -
24	Remove Camera/Cleaning Head/Tap Cutter	HR			$ -	$ -
25	Remove and Replace 48” Diameter Manhole	with 1 Invert	EA		$ -	$ -
		with 2 Inverts	EA		$ -	$ -
		with 3 Inverts	EA		$ -	$ -
		with 4 Inverts	EA		$ -	$ -
26	Remove and Replace 60” Diameter Manhole	with 1 Invert	EA		$ -	$ -
		with 2 Inverts	EA		$ -	$ -
		with 3 Inverts	EA		$ -	$ -
		with 4 Inverts	EA		$ -	$ -
27	Calcium Aluminate Coat 48-inch Manhole	1-10	VF		$ -	$ -
		11-15	VF		$ -	$ -
		>15	VF		$ -	$ -
28	Calcium Aluminate Coat 60-inch Manhole	1-10	VF		$ -	$ -
		11-15	VF		$ -	$ -
		>15	VF		$ -	$ -
29	Rebuild Manhole Bench and Trough 48-inch Manhole	LS			$ -	$ -
30	Rebuild Manhole Bench and Trough 60-inch Manhole	LS			$ -	$ -
31	Reinstate Services - 4"	EA			$ -	$ -
32	Reinstate Services - 6"	EA			$ -	$ -
33	Mobilization	LS		1	$ 1,750.00	$ 1,725.00
				Total	$ 10,700.00	$ 8,855.00
				With Contingency	$ 12,840.00	$ 10,626.00

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03) Change Order No. : ONE 10/2/2025

Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
116 Colorado Ave

Contractor : PARKER EXCAVATING INC.
1428 Stockyard Rd., Pueblo, CO 81001

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (1-20LF)	($1,500.00)	
2	ASPHALT PATCH – 4” HMA ON 4” CLASS 6 ABC FOR 8" AND 10" PIPE (1-	($1,632.00)	
3	REMOVE AND REPLACE 7" REINFORCED CONCRETE (21-100SF)	($1,950.00)	
4	INSTALL EXTRA LEAN CONCRETE (FLOWFILL) (1-20CY)	($1,640.00)	
6	T & M		$3,466.05
7	TRAFFIC CONTROL		$739.94
	TOTAL (Decrease) / Increase	($6,722.00)	$4,205.99

Net Adjustment This Change Order	$	(2,516.01)
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	8,855.00
Total Adjusted Contract Amount To Date	$	6,338.99

Reason For Change: Actual Field Quantities.

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

Prepared by: _____ Date:_____
Wastewater Civil Engineer

Reviewed by: _____ Date:_____
Wastewater Engineering Manager

Accepted by: _____ Date:_____
Contractor's Representative

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

Approved by: _____ Date:_____
Director of Wastewater

FORM CO100.1299

24-033 (WWAN03)
2024 -2026 Emergency Sanitary Point Repair
116 Colorado Ave



Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 27, 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-25-36) TO THE BESSEMER HISTORICAL SOCIETY D/B/A STEELWORKS CENTER OF THE WEST TO HOST THE BESSEMER TRUNK OR TREAT

SUMMARY:

Attached is a Revocable Permit (REV-25-36) submitted by the Bessemer Historical Society d/b/a Steelworks Center of the West to host the Bessemer Trunk or Treat for the closure of W. Arroyo Avenue between E. Evans Avenue and E. Routt Avenue on October 30, 2025, from 11:00 a.m. to 11:00 p.m.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant has submitted a Revocable Permit application (REV-25-36) requesting the closure of W. Arroyo Avenue between E. Evans Avenue and E. Routt Avenue to host the Bessemer Trunk or Treat on October 30, 2025, from 11:00 a.m. to 11:00 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

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 - 25-36

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

RESOLUTION NO. 16156

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-36) TO THE BESSEMER HISTORICAL SOCIETY D/B/A STEELWORKS CENTER OF THE WEST TO HOST THE BESSEMER TRUNK OR TREAT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-36) is authorized to be issued to the Bessemer Historical Society d/b/a Steelworks Center of the West for the closure of W. Arroyo Avenue between E. Evans Avenue and E. Routt Avenue to host the Bessemer Trunk or Treat on October 30, 2025, from 11:00 a.m. to 11:00 p.m.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 27, 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

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: **Bessemer Historical Society d/b/a Steelworks Center of the West 215 Canal Street Pueblo, CO 81004 719-564-9086 215 Canal Street Pueblo, CO 81004**
2. Permitted Area: **The closure of W. Arroyo Avenue between Evans Avenue and E. Routt Avenue**
3. Purpose of Revocable Permit: **To host the Bessemer Trunk or Treat**
4. Commencement Date: **October 30, 2025** Time: **11:00 am**
5. Ending Date: **October 30, 2025** Time: **11:00 pm**

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 11th day of October, 20 25.

PERMITTEE:
Organization or Individual: Bessemer Historical Society dba Steelworks Center of the West
By: Christina Trujillo
Title: Executive Director

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 11th day of October, 20 25 by Christina Trujillo as executive director, BHS.

My commission expires: 7-13-2026.

LEAHA ZINANTI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174048643
MY COMMISSION EXPIRES JULY 13, 2026

Leaha Zinanti
Notary Public

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

By _____

Heather Graham, Mayor

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 27, 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-25-37) TO CHICKS CRISPY CHICKEN TO HOST A TRUNK OR TREAT EVENT WITH GRAND OPENING RIBBON CUTTING

SUMMARY:

Attached is a Revocable Permit (REV-24-16) submitted by the American Legion 2.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant has submitted a Revocable Permit application (REV-24-16) requesting the closure of the 700 block of West 9th Street between Craig Street and West Street to host their car/bike show on August 17, 2024, from 6:00 a.m. to 3:00 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. REV-25-37

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

RESOLUTION NO. 16157

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-37) TO CHICKS CRISPY CHICKEN TO HOST A TRUNK OR TREAT EVENT WITH GRAND OPENING RIBBON CUTTING

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-37) is authorized to be issued to Chicks Crispy Chicken for the closure of Colorado Avenue between W. Evans Avenue and W. Abriendo Avenue to host a trunk or treat event with grand opening ribbon cutting on October 31, 2025, from 3:00 p.m. to 9:00 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: October 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: 2C02EB0FEC3D43C...
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: **Chicks Crispy Chicken 106 Colorado ave 7199249693 106 Colorado ave oueblo co 81004**
2. Permitted Area: **To close Colorado Avenue between W. Evans Avenue and West Abriendo Avenue**
3. Purpose of Revocable Permit: **To host a trunk or treat event with grand opening ribbon cutting**
4. Commencement Date: **October 31, 2025** Time: **3:00**
5. Ending Date: **October 31, 2025** Time: **9:00**

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 _____ day of _____, 20_____.

PERMITTEE:
Organization or Individual: _____
By: _____
Title: _____

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the _____ day of _____, 20_____ by _____ as _____.

My commission expires: _____.

_____

Notary Public

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

By _____

Heather Graham, Mayor

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

City Clerk's Office Item # M10

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: October 27, 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: A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND COMMUNITY DEVELOPMENT STRATEGIES, LLC, FOR CONSULTING WORK FOR HUD RELATED PROGRAMS, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution approves an Agreement for professional services relating to Bid No. 25-037, Consulting for HUD related programs.

PREVIOUS COUNCIL ACTION:

City Council established the Project CD2401, and budgeted and appropriated $290,000.00 in grant funds from the United States Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program.

City Council established the Project HO2410, and budgeted and appropriated $76,589.00 in grant funds from the United States Housing and Urban Development (HUD) HOME Investment Partnership Program.

BACKGROUND:

The Department of Housing and Urban Development has increasing regulations on both program eligibility and environmental requirements. The City of Pueblo operates two main programs that use HUD funding, the Community Development Block Grant (CDBG) and HOME Investment Partnership Program. These increased regulations result in a need for professional services to consult on an ad-hoc basis. These services will be funded through the administrative portion of the allocated grant funding.

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FINANCIAL IMPLICATIONS:

The total Project budget will be funded from:
CD2410, Community Development Block Grant Program Administration - $5,800.00.
HO2410, HOME Investment Partnership Act - $5,800

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

Denying this Resolution will result in no services for this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-047 Community Development - HUD Consultant Agmt

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

RESOLUTION NO. 16158

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND COMMUNITY DEVELOPMENT STRATEGIES, LLC, FOR CONSULTING WORK FOR HUD RELATED PROGRAMS, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, proposals for Project No. 25-047 Professional Services for HUD Consulting Services have been received and examined; and

WHEREAS, Community Development Strategies, LLC has been selected to provide professional services for said Project; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Agreement for Professional Services dated October 27, 2025, between the City of Pueblo, A Colorado Municipal Corporation, and Community Development Strategies, LLC, of which a copy is attached hereto and on file at the office of the City Clerk, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Funds in the amount of $5,800.00 shall be paid from CD2401, Community Development Block Grant Administration, and funds in the amount of $5,800.00 shall be paid from HO2410, HOME Investment Partnership Program Administration

SECTION 3.

The Purchasing Agent is hereby authorized to execute and deliver said Agreement on behalf of the City of Pueblo, and the City Clerk shall affix the Seal of the City thereto and attest same.

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

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.

INTRODUCED: October 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: 7C02EBDEFC3D43C...
CITY CLERK

PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN CITY OF PUEBLO AND
COMMUNITY DEVELOPMENT STRATEGIES, LLC

25-047

CONSULTANT FOR HUD-RELATED ACTIVITIES

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND COMMUNITY DEVELOPMENT STRATEGIES, LLC

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation (hereinafter referred to as "City") and Community Development Strategies, LLC, an Oregon Limited Liability Company authorized to do business in Colorado (hereinafter referred to as "Consultant"), for Consultant to render certain professional consulting and related services for City in connection with Bid 25-047 Consultant for HUD-related Activities, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

A. Consultant shall satisfactorily provide professional advice, technical assistance, consulting, and related services for future Housing and Citizen Services regarding US Department of Housing and Urban Development (HUD) related activities and other projects on an as needed basis for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services"). Such Services shall include all usual and customary professional services incidental to the work on the Project. This Agreement follows the selection of Consultant by City pursuant to a Request for Proposals (RFP). All of the requirements of the RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.

B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

C. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work, analysis, communications, data, documents, evaluations, reports, reviews, and other services, including that performed by Consultant's subconsultants and subcontractors, irrespective of City's approval of or acquiescence in same. Consultant shall

be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and City's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

B. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.

C. Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. At the time of each project assigned to Consultant by City, Consultant and City shall agree upon a schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that each project's schedule will account for all reasonably anticipated delays, including the availability of information which must be obtained from any third parties.

D. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Services described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (1) Consultant considers the work beyond the scope of this Agreement, (2) the reasons that Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.

E. Consultant acknowledges that, due to the nature of the services for this project, related professional services, and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and subconsultants identified in Schedule 3 ("Identification of Personnel, Subcontractors, and Task Responsibility") attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, subconsultant, or assignment of principal responsibility, in which

case Consultant will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

3. CITY'S RESPONSIBILITIES

A. City agrees to advise Consultant regarding City's Project requirements and to provide all relevant information, data and previous reports accessible to City which Consultant may reasonably require.

B. City shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind City as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of $5000 or 5% of the maximum agreement price.

C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any analysis, communications, data, documents, evaluations, reports, reviews, and other services or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

D. City shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of City and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for City to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of City but must be procured from others.

E. Notify Consultant whenever City becomes aware of any substantial development or occurrence which materially affects the scope or timing of Consultant's services.

4. TIME FOR PERFORMANCE

Consultant's shall be assigned each project on an as needed basis and a work schedule shall be agreed upon by City and Consultant for each project. The Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of each project. Each project's work schedule may be adjusted by mutual agreement of all parties.

5. PAYMENT

A. The cost of Services shall be as set forth in the attached Schedule 2, Fee Schedule.

B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that services have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.

C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."

D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

E. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERM AND TERMINATION

A. All prices quoted shall be honored for three (3) years unless there is an industry-wide price increase or decrease, which must be substantiated by a letter from the supplier or manufacturer. The agreement may be renewed in two (2) successive one-year periods by a separate written extension signed by both parties.

B. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all analysis, communications, data, documents, evaluations, reports, reviews, summaries, work product and materials, and all other information as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.

C. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were

incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

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

E. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

Analysis, communications, data, documents, evaluations, reports, reviews, work product, and all other instruments procured or produced by the Consultant in the performance of this Agreement shall be the sole property of the City and the City is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Consultant agrees that the City shall have access at all reasonable times to inspect and make copies of all analysis, communications, data, documents, evaluations, reports, reviews, work product, pertaining to the work to be performed under this Agreement. In the event City uses the information provided hereunder for another project independent from Project, without adaptation by Consultant, City shall hold harmless Consultant from all loss, claims, injury, and judgments arising from the use of such information for such other project.

7.2. Advertising

Unless specifically approved in advance in writing by City, Consultant shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Consultant’s employees. If Consultant wishes to include representations in advertising or promotional materials, it shall submit a draft of same and printer’s proof of the proposed advertising or promotional materials to the City for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national

origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Housing and Citizen Services Department, Attn: Melissa Cook, Director, 2631 E. 4th St., Pueblo, CO, 81001; or to the Consultant, Community Development Strategies, LLC, Attn: Doug Carlson, Managing Director, 16373 SW Edminston Rd., Wilsonville, OR, 97070. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Bid 25-047 Consultant for HUD-related Activities are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.6. Subcontracts

A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.

B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Consultant.

C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such

consultants or key personnel except after giving notice of a proposed change to City and receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Consultant may be assigned by it without the written consent of the City. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

7.8. Amendments

No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representatives of both Consultant and City.

7.9. Choice of Law, Jurisdiction, and Venue

Colorado law, the Pueblo City Charter, the Pueblo Municipal Code, and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference that conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the County of Pueblo.

7.10. Severability

If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.11. Appropriations

A. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

B. Financial obligations of the City payable after the current City Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

8. DISPUTES

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which the designated Agreement representatives cannot resolve shall be referred in writing to the Mayor's Office for the City for a final determination of the issue. The Parties agree that participation in this administrative procedure shall be a condition precedent to the initiation of litigation, except in the case of an emergency or other conditions that entitle either Party to seek injunctive or emergency relief from a court of competent jurisdiction, in which no participation in the preceding alternative dispute resolution process shall be required.

9. REQUIRED FEDERAL, STATE, AND/OR GRANT PROVISIONS

A. Consultant understands that City may be funding the Project in whole or part with funds provided by Federal, State, local, and other grants as they may become available. Consultant agrees it is subject to and shall comply with all applicable provisions and regulations of Federal, State, local and grant requirements for each project which the award has been made.

B. Consultant shall comply with the attached Special Funding Requirements and Additional Funding Requirements for Department of Housing and Citizen Service Projects and any/all other Federal, State, and local laws applicable to its activities.

C. All records with respect to any matters covered by this Agreement shall be available for inspection by City and or applicable agency for Federal, State, local, and/or granting agency for each project at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.

D. If any of the work to be performed by Consultant under this Agreement is funded in whole or in part with federal or state funds, then this Agreement shall be construed to include all applicable terms required by the federal or state assistance agreement and integrated federal or state regulations. By executing this Agreement, Consultant agrees to be bound by all such mandatory federal or state requirements, irrespective of Consultant’s actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

10. INSURANCE

10.1. Conditions

A. Consultant agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages

because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth below.

B. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, arising out of negligent acts, errors or omissions of Consultant, their employees, subcontractors, and consultants.

10.2. Minimum Requirements

A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement.

B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. Alternate coverage of combined single limit, each accident, in an amount of not less than $1,000,000 may be accepted at the discretion of the Purchasing Director. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles whether owned, leased, hired or used by Consultant.

C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

D. Professional Liability Insurance with coverage of not less than $1,000,000 in a form and with a deductible acceptable to City.

10.3. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the City, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b). No term or

condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

11. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant certifies that it has complied with the United States Immigration Reform and Control Act of 1986. Consultant represents and warrants that to the extent required by said Act, all persons employed by Consultant for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

13. PERA LIABILITY

The Consultant shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Consultant shall complete the Colorado PERA Questionnaire and the completed form shall be included as an Additional Information of the signed Agreement.

14. SCHEDULES

The following Schedules are attached to and made a part of this Agreement:

- Schedule 1 - "Scope of Services" consisting of 2 pages.
- Schedule 2 - "Fee Schedule" consisting of 1 page.
- Schedule 3 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 4 pages.
- Schedule 4 - "Special Funding Requirements & Additional Funding Requirements for Department of Housing and Citizen Service Projects" consisting of 8 pages.

15. SIGNATURE

A. This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (1) an original, and all of which taken together shall constitute one and the same agreement, (2) a valid and binding agreement and fully admissible under state and federal law, and (3) enforceable in accordance with its terms.

B. This Agreement, together with all Project Documents incorporated by reference , constitutes the entire Agreement between City and Consultant with respect to their subject matter, and may not be amended a modified except by written document signed by both parties.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

Attest_____
Marisa Stoller, City Clerk

[SEAL]

COMMUNITY DEVELOPMENT STRATEGIES, LLC

By_____
Doug Carlson, Managing Member

BALANCE OF APPROPRIATION EXISTS FOR THIS AGREEMENT AND FUNDS ARE AVAILABLE.

_____
Danny Nunn, Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW

_____
Laura Portis, Assistant City Attorney

Attachments: Schedules 1 – 4 and Additional Information for Agreement

Schedule 1

Scope of Services

Excerpt from Request for Proposal dated May 20, 2025, Section 3

3.1. Objective

The City of Pueblo Housing and Citizen Services Department is seeking a qualified Consultant experienced with US Department of Housing and Urban Development (HUD) to provide advice and technical assistance on an as needed basis for the Scope of Services shown below.

3.2. Minimum Qualifications

The Consultant firm shall have experienced professionals in the housing industry. At a minimum, Consultant shall have experience with the following types of work:

A. Environmental Reviews

   1. Experience reviewing and interpreting environmental Reviews and Assessments including Part 50, Part 58, Phase 1 and Phase 2.

   2. Experience determining mitigation based on environmental hazards

B. HUD Regulatory Issues

   1. Experience reading, interpreting, and implementing HUD regulations

   2. Best practices regarding HUD regulatory implementation

   3. Experience with CDBG an HOME funding sources

C. CDBG/HOME Plans

   1. Experience with CAPER, Annual Action Plan, and 5-year Consolidated Plans

   2. Experience working in IDIS preferred

3.3. Scope of Service

A. Work tasks will be assigned on an as needed basis.

B. All deliverables must be submitted in electronic format as agreed upon at time of task assignment.

C. All work completed shall be available for use by the Housing and Citizen Services Department staff.

D. It is anticipated that the Consultant shall provide, at a minimum, advice and technical assistance for individual projects that may include the following:

   1. Regulatory issues

   2. Grant and financing opportunities

   3. Reporting and administrative requirements

4. Environmental Review Record (ERR)
5. Grant activity coordination and communication
6. Program design of homeowner and rental rehabilitation services
7. Analysis of Impediments to Fair Housing assessment
8. Annual Plan
9. Consolidated Annual Performance and Evaluation Report (CAPER)
10. Other HUD related reporting and documentation as needed

3.4. Project Implementation

A. The intent of this project is to qualify one Consultant for future work as needed.

B. At the time of each project or work task, Project Manager will request a Proposal from the Consultant.

   1. The project Proposal shall include an hourly consultant fee, with a not-to-exceed amount.
   2. Most projects or tasks will be small in nature, such as interpreting a regulation or specific questions as to how a regulation may apply to a specific situation.

C. The Project Manager will evaluate the Proposal and determined if the project will be awarded to Consultant.

D. Based on the work task/project, a subsequent Professional Services Agreement may be required for review/approval of City Council.

E. Additional work and/or cost overages during the project must be pre-authorized with written approval of the City's Project Manager.

F. If the City and Consultant are unable to agree on a scope of work and fee structure for a project, the City retains the right to negotiate with other firms able to provide services for the project.

G. The term of the Professional Consulting Services Agreement is outlined in Section 6.5.

Schedule 2

Fee Schedule

Consultant's Response to Request for Proposal dated June 17, 2025 , Page 10

Fee Schedule

CDS, LLC understands that this award will be made on a cost-reimbursement basis with a not to exceed limit established by the city. For budgeting purposes, we are providing the hourly labor staff proposed for this engagement.

Position	Subject Matter Expert	Labor Rate/Hr.
Senior Consultant, CEO	Carlson	**$225**
Associate	Admin Support, TBD	**$70**
Other Costs – CDS, LLC will add additional consulting support as needed in consultation with the city. CDS, LLC will be reimbursed for any additional direct costs incurred, including travel.		

Schedule 3

Identification of Personnel, Subcontractors, and Task Responsibility

Consultant's Response to Request for Proposal dated June 17, 2025 ,
Page 1 – 4 of Proposal Attachment

COMMUNITY DEVELOPMENT STRATEGIES, LLC

16373 SW Edminston Road
Wilsonville, OR, 97070
Ph: 971-278-4418
doug.carlson@cdstrategy.com

Qualifications Highlights

- Federal Program Administration
- Project Management
- Change Management
- Equity and Inclusion
- Capacity Building
- Budgeting and Planning
- Communications

Certifications and Trainings

- Excellence in Government Fellow, Partnership for Public Service
- Certified HUD HOME Program Specialist
- Homeownership Finance Certification – National Development Council
- Advisor, HUD Leadership Development Program
- Evaluator, Harvard University "Innovations in American Government"

Education

- MA - Public Administration Harvard University
- BA – Political Science Boise State University

Doug Carlson

CEO, Managing Director, Community Development Strategies

RELEVANT EXPERIENCE

Skilled consultant, trainer, and facilitator, focused on improving the performance and capacity of public sector agencies to deliver equity based affordable housing, services, capital projects and economic opportunity for low- and moderate-income households. Subject matter expert in federal grants management, finance, public affairs, community-based initiatives, and public-private partnerships.

PROJECT EXPERIENCE

HOME-ARP Webinars, Products and Direct TA, U.S. Department of Housing and Urban Development, 09/2021–Present
Consultant/Subcontractor. Under subcontract with ICF and other HUD technical assistance firms, prepare materials, support or present webinar content on multiple topics related to the HOME-ARP program. Assisted with the development of tools and products for program delivery on written agreements, rental housing, acquisition/relocation, and other requirements. Provide direct technical assistance to multiple Participating Jurisdictions (PJs) on allocation plan development, policies and procedures, and program implementation. The webinars, tools and products and direct TA services are utilized in combination to increase capacity and utilization of HOME-ARP program resources.

HUD Program Consulting Services, City of Seattle, Seattle, WA, 06/2023–Present
Executive-in-Charge. Under subcontract with TDA Consulting, facilitate a comprehensive array of consulting services for the city's CDBG, HOPWA, HOME and ESG programs as well as their related HUD systems (IDIS, SAGE). Provide remote day-to-day support to the city with a focus on mentoring, leadership and addressing immediate needs resulting from management and staff turnover. Direct consultant support for Consolidated Planning and reporting, budget and expenses, program compliance, systems improvement, policies and procedures, and training. Results include reconciliation of HUD formula grant program expenses back to 2016, resolution of multiple HUD compliance findings, assistance with staff recruitment and submission of the city's 2023 and 2024 Action Plans, and 2024-2028 Consolidated Plan.

Dallas Leadership Training, City of Dallas, Dallas, TX, 03/2024–Present
Consultant/Subcontractor. Under subcontract with TDA Consulting, assist with mentoring, leadership development, and training for city of Dallas housing staff. The program includes a combination of individualized support and group training based on the interests and individual needs of staff, monthly group training, and participation in an emotional intelligence workshop.

HOME-ARP Allocation Plan, State of Washington, Olympia, WA, 06/2023-03/2024
Consultant/Subcontractor. Under subcontract with the Cloudburst Group, aided in revising and resubmitting the state's HOME-ARP Allocation Plan, supporting the following tasks: activity selection, production goals, preferences, and implementation planning; draft plan revisions and public participation, final plan development and submission to HUD. The state successfully resubmitted their revised plan and received HUD approval within one week. Future support to the state will focus on program policies and procedures, written agreements, and other related templates.

IOWA HOME-ARP Technical Assistance, State of Iowa, Des Moines, IA, 06/2023–02/2024
Trainer/Consultant. Under subcontractor with the Cloudburst Group, supported the following tasks for the state: Identify successful models, best practices, and potential partners for Iowa's HOME-ARP program; provide training on PSH models and HOME-ARP regulatory requirements; present recommendations for program implementation; support external capacity building implementation. After a six-month period of assistance, the state has successfully launched its HOME-ARP program, including development of an application process and rating and ranking criteria. Staff capacity was also significantly increased through training and technical assistance.

HOME Fundamentals Training, TDA Consulting, Various Locations, 01-2022 – Present
Trainer/Consultant. Utilize Subject Matter Expertise to conduct multi-day, in-person training session on HOME Fundamentals for new and existing PJ staff at state and local level. Sessions enhance and expand knowledge of HOME program requirements and increase capacity to effectively develop and maintain affordable housing. In calendar year 2023, delivered trainings in Portland, OR, Los Angeles, CA and San Antonio, TX.

EMPLOYMENT HISTORY

Community Development Strategies, LLC, CEO, Managing Director, Wilsonville, Oregon
June 2020- present

CEO of independent consulting firm providing technical assistance, leadership development, and capacity building to state and local governments and nonprofit agencies.

Utilize subject matter expertise in federal grant and loan programs, and relationships with federal agencies to facilitate affordable housing development, preservation, and management of housing units, rent assistance, homeless diversion and services, and disaster response and recovery. Design and deliver workshops, clinics, conferences, facilitations, and other training courses related to federal housing and community development programs, cross-cutting federal requirements, and operations, including guidance on equity and inclusion, re-housing strategies, coordinated investment planning, and spending strategies. Develop program policies and procedures, application processes and other templates for the CDBG, HOME, HOME-ARP, HTF and ESG programs. Facilitate client relationships with federal agencies related to audit and compliance issues, program performance, and addressing regulatory standards.

Assist clients with overcoming organizational bias, procedural, and technical barriers to improve performance. Undertake assessments, surveys, and discussions to identify barriers and provide recommendations for improvement, training, and/or technical assistance to address deficiencies.

U.S. Department of Housing and Urban Development (HUD), CPD Director, Oregon State Office

Guided the strategic and financial oversight of HUD housing and community development programs in two states, including but not limited to: HOME, CDBG HTF, ESG, and Continuum of Care. Authorized to act on behalf of the Secretary to oversee and direct awards exceeding $2 billion from 1997-2020. Worked in close partnership state and local staff, elected officials, non-profit agencies, community groups and the private sector to plan and implement HUD-assisted housing, homeless, and community and economic development projects. Provided training and guidance to public agencies and not-for-profits, on regulatory compliance, HOME and CDBG written agreements, policies and procedures, organizational capacity-building, program design, performance analysis, underwriting and portfolio management. Provided technical assistance support through HUD Community Compass program to improve grantee performance. Coordinated program compliance reviews, including risk assessment and monitoring.

Accomplishments during this period include:

- Development of more than 15,000 affordable rental housing units
- Homeownership assistance to more than 10,000 households
- Rehabilitation of over 20,000 owner-occupied homes
- Business assistance resulting in the creation/retention of more than 1,000 new, full-time jobs

U.S. Department of HUD, Field Office Director, Oregon State Office

Served as the principal management official and agency representative for the HUD Oregon state field office. Responsible for the strategic leadership of the office, including planning and decision making; education, outreach activities and communications for sixty-five employees.

Represented the agency to elected officials, local partners, and customers on a broad spectrum of HUD programs, initiatives, projects, and other assigned events. Worked in collaboration with HUD program directors, elected officials, industry groups, public housing authorities, State housing agencies, and homeless service providers to implemented HUD's Strategic Plan, Continuity of Operations Plan (COOP) and related annual management plan goals and objectives.

CPD Representative, U.S. Department of HUD, Oregon State Office

Managed a portfolio of $40 million in HUD CDBG, HOME, ESG and competitive awards in two states. Reviewed grantee Consolidated Plans and Action Plans, annual reports, and related performance reports. Analyzed grantee policies and procedures and compliance with federal program laws and regulations. Conducted risk assessments and performed annual on-site compliance monitoring. Provided technical assistance and training on HUD program planning, reporting, compliance and cross-cutting requirements.

Project Manager, City of Boise, Idaho

Managed the city's CDBG program and ESG suballocations from state. Developed policies and procedures for grant program compliance. Reviewed and assessed subrecipient financial grant and program management. Supported redevelopment of city's downtown core area and rehabilitation of affordable housing units.

RECENT PRESENTATIONS

VAWA Compliance for HUD Properties [Conference presentation]. HFA 2024 Institute, Washington, DC, United States. https://www.ncsha.org/wp-content/uploads/VAWA-Compliance-for-HUD-Properties-Presentation.pdf

Conducted multiple virtual CDBG-CV, ESG-CV and HOME-ARP webinars, 07-2020-Present, HUD, Washington, DC, United States. HUD Exchange

AWARDS

HUD Secretary's Award - Exceptional Program Office Achievements, 2014
Senior Fellow, Partnership for Public Service, 2010
Ira A. Jackson Public Service Fellow, Harvard University, 1998

Schedule 4

Special Funding Requirements & Additional Funding Requirements for Department of Housing and Citizen Service Projects

Excerpt from Request for Proposal dated May 20, 2025, Section 8

8.1. Special Funding Contract Requirements

For use with FEMA, ARPA, SLFRF, and/or other state and federal grant funds and cooperative agreements.

This bid attachment shall be added to all City bid projects with the potential utilization of federal or state fund projects (including projects utilizing FEMA, ARPA, SLFRF, or grant funds). The following clauses mirror the Federal Required Contract Provisions available at www.fema.gov/procurement-disaster-assistance-team.

A. Although some of the funding contract requirements below are for greater amounts than anticipated in this award, the specific sections are included for possible future work task/projects.

B. Definitions

1. Agreement: For the purposes of this bid and/or project, agreement shall indicate a contract between City and Contractor.
2. Contractor: Awarded bidder, consultant, and/or engineer contracted or under agreement with the City for a specified duration or for specific project work.
3. Contract:: Any form of agreement, award, written contract, issued purchase order, purchase agreement, etc. as issued by the City as a result of a formal or informal bid, cooperative agreement, or other award as determined appropriate by the Purchasing Director and/or City Mayor and/or City Council.

C. Notice

1. The project(s) and contracts utilizing funds from a federally established fund, disaster relief program, state program, or other grant fund are subject to the sections contained herein and signature of the bid by the Contractor shall constitute Contractor's agreement to all terms within this bid, agreement, and/or contract.
2. Failure to adhere to all federal, FEMA, state, grant, and City project requirements may mean suspension or department by the City of Pueblo, the federal government, and other FEMA awarded projects (as per 2 CFR, Part 180, Implementing Executive Orders 12549 and 12689). It is the Contractor's responsibility to adhere to any federal fund project requirements that may be revised, added, stipulated by the situation or federal fund advisor, etc. Additionally, Contractor must adhere to the terms of the grant award as applicable for each project, including all federal laws, executive orders, federal regulations, state oversight regulations,

etc. Failure to adhere to these and all other project requirements may mean suspension or department (see section below).

3. As indicated in each Section, some clauses determined nonapplicable for this project may be removed.

8.2. Remedies

Applicable to all contracts/agreements in excess of $250,000; 2 CFR, Part 200, Appendix II(A)

A. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

B. The City may withhold any amount that may be due Contractor as the City deems necessary to protect the City against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the City in procuring from third parties replacement products and services necessary to complete the project.

C. City may deny payment for products not received and services not performed, or that due to Contractor's actions/inactions cannot be delivered/performed, or if they were delivered/performed and are reasonably of no value to the City, provided that any denial of payment shall be equal to the value of the City's obligations for products/services not delivered/performed.

8.3. Termination for Cause and Convenience

Applicable to all contracts/agreements in excess of $10,000; 2 CFR, Part 200, Appendix II(B)

A. Termination for Cause. Contractor's failure to perform or observe any covenant, condition, provision, or term of the contract shall constitute Contractor's default. In the event of Contractor's default, the City shall have the right to exercise its legal and equitable remedies as listed above and may immediately terminate the agreement upon written notice to Contractor.

B. Termination for Convenience. City shall have the option, in its sole discretion, to terminate the contract at any time during the term for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination including date on which termination shall become effective.

C. Within 30 days after specified termination, Contractor shall submit to City a final invoice for actual property shipped, received, and accepted and/or services (partial or in full) accepted as complete by the City's authorized representative. All invoices shall be pro-rated for exact amount of product received or work submitted. City shall not pay any additional costs for loss of work or contract, administrative or work costs after termination date, costs to subcontractors or subconsultants for loss of work, or any other conditions. The City's payment obligation under this Section shall survive termination of the contract.

8.4. Equal Employment Opportunity

This section is required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(C)

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant

thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through H in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

    1. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8.5. Rights to Inventions Made Under a Contract/Agreement

Applicable to contracts for performance of experimental, developmental, or research work; 2 CFR, Part 220, Appendix II(F)

If the Contractor qualifies as a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the federal funding contract, the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

8.6. Clean Air Act and The Federal Water Pollution Control Act

Contracts in excess of $150,000; 2 CFR, Part 200, Appendix II(G)

A. Clean Air Act:

    1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract meeting or exceeding $150,000.

B. Federal Water Pollution Control Act:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract meeting or exceeding $150,000.

8.7. Debarment and Suspension

Required for all federal, state, grant, and cooperative agreement programs; 2 CFR, Part 200, Appendix II(H)

A. This contract is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).

B. The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.8. Byrd Anti-lobbying Amendment

Award of $100,000 or more; 2 CFR, Part 200, Appendix II(I) - ***Complete the required form in the VENDOR QUESTIONNAIRE***

Contractors must sign and submit to the City the Byrd Anti-lobbying Amendment Certification. Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8.9. Procurement of Recovered Materials

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(J)

A. In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:

   1. Competitively within a timeframe providing for compliance with the contract performance schedule.

   2. Meeting contract performance requirements.

   3. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

8.10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Required for all federal grant and cooperative agreement programs used to purchase telecommunications and video surveillance services or equipment; 2 CFR, Part 200, Appendix II(K)

The Contractor and all of its subcontractors acknowledge and will comply with the requirements of 2 C.F.R. § 200.216, including the prohibition on spending federal loan or grant funds to procure or obtain the prohibited equipment, services, or systems covered by the provision.

8.11. Domestic Preferences for Procurement

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(L)

To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, Contractor and all of its subcontractors will to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all contracts and purchase orders that Contractor may enter into.

8.12. Access to Records

This section from Recommended Contract Provision No. 1; Required for all City federally funded projects

A. The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.

8.13. Changes

This section from Recommended Contract Provision No. 2; Required for all City federally funded projects

A. The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.

B. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and change still meets any funding submittal and expiration dates.

8.14. Department of Homeland Security Seal, Logo, and Flags

This section from Recommended Contract Provision No. 3; Required for all City federally funded projects

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal fund and or grant administrator approval.

8.15. Compliance with Federal Law, Regulations, and Executive Orders

This section from Recommended Contract Provision No. 4; Required for all City federally funded projects

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

8.16. No Obligation by Federal Government

This section from Recommended Contract Provision No. 5; Required for all City federally funded projects

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

8.17. Fraud and False or Fraudulent or Related Acts

This section from Recommended Contract Provision No. 6; Required for all City federally funded projects

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims or Statements) applies to the Contractor's actions pertaining to this contact.

8.18. Additional Funding Requirements for Department of Housing and Citizen Service Projects

Based on the funding source for this project, the Consultant must agree to all items on the CERTIFICATIONS REQUIRED FOR DEPARTMENT OF HOUSING AND CITIZEN SERVICE PROJECTS. ***Complete the required form in the VENDOR QUESTIONNAIRE***

Additional Information for Agreement

Proposer's Agreement to Special Funding Requirements

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

Affirmative Action Plan

PERA Questionnaire

Insurance Certificate(s)

Add waivers for auto insurance and worker's comp prior to signature

CERTIFICATION REGARDING
BYRD ANTI-LOBBYING

Award of $100,00 or more; 2 CFR, Part 200, Appendix II(I)

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor signed below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False claims and Statements, apply to this certification and disclosure, if any.

Contractor Company Name: Community Development Strategies, LLC

Signature: Douglas Carlson Date:6/14/25

Printed Name/Title: CEO, Managing Director

24-142 Consultant for Preparation of 2025-2029 Consolidated Plan

CERTIFICATIONS REQUIRED FOR

DEPARTMENT OF HOUSING AND CITIZEN SERVICE PROJECTS

Subrecipient ("Consultant") hereby certifies that the grant will be conducted and administered in compliance with:

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;

(4) Section 3 of the Housing and Urban Development Act of 1968, as amended;

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;

(7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

(8) The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

(12) The applicable regulations, policies, guidelines and requirements of 2 CFR 200 as they relate to the acceptance and use of federal funds under this federally assisted program;

(25) No CDBG funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).

(Sections 9-11 and 13-24 were determined not applicable for this project.)

Company Name: Community Development Strategies, LLC

Authorized Signature: Douglas Carlson Date: 6/14/25

Signer's Printed Name/Title: CEO, Managing Director

SAM.GOV®

REVIEWED
By Christina Garcia at 9:46 am, Jun 23, 2025

COMMUNITY DEVELOPMENT STRATEGIES LL

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
MJKJUKE22JF3	**(blank)**	**Federal Assistance Awards Only**
Registration Status	Expiration Date	
Active Registration	**Jun 19, 2026**	
Physical Address	Mailing Address	
16373 SW Edminston RD **Wilsonville, Oregon 97070-9514** **United States**	**16373 SW Edminston RD** **Wilsonville, Oregon 97070** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**Community Development Strategies, Llc**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Oregon 06	**Oregon / United States**	**www.cdstrategy.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jun 23, 2025	**Jun 19, 2025**	**Jun 17, 2025**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Mar 1, 2020	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Partnership or Limited Liability Partnership	**Business or Organization**	**Limited Liability Company**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**(blank)**

Points of Contact

Electronic Business

Douglas Carlson

16373 SW Edminston RD
Wilsonville, Oregon 97070
United States

Government Business

Douglas Carlson

16373 SW Edminston RD
Wilsonville, Oregon 97070
United States

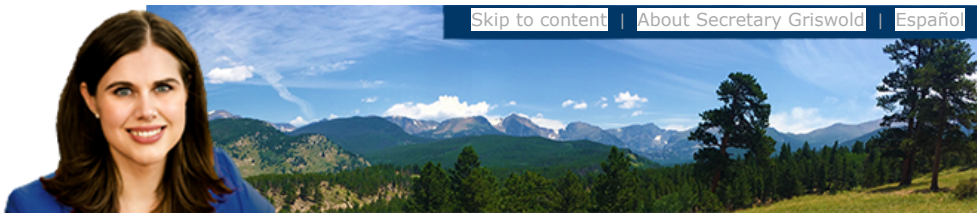
Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title

Disaster Response

This entity does not appear in the disaster response registry.



Summary

For this Record...

Filing history and documents
Get a certificate of good standing
File a form

Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Business Home

Business Information
Business Search

FAQs, Glossary and Information

Details			
Name	Community Development Strategies, LLC		
Status	Good Standing	**Formation date**	09/12/2025
ID number	20258011052	**Form**	Foreign Limited Liability Company
Periodic report month	September	**Jurisdiction**	Oregon
Principal office street address	16373 SW EDMINSTON RD, WILSONVILLE, OR 97070, OR, United States		
Principal office mailing address	16373 SW EDMINSTON RD, WILSONVILLE, OR 97070, OR, United States		

Registered Agent	
Name	Northwest Registered Agent LLC
Street address	1500 N GRANT ST, STE N, Denver, CO 80203, United States
Mailing address	1500 N GRANT ST, STE N, Denver, CO 80203, United States

Filing history and documents
Get a certificate of good standing
Get certified copies of documents
File a form
Set up secure business filing
Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Back

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,

Community Development Strategies, LLC

is an entity formed or registered under the law of Oregon , 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 20258011052 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/10/2025 that have been posted, and by documents delivered to this office electronically through 09/15/2025 @ 08:25:32 .

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 09/15/2025 @ 08:25:32 in accordance with applicable law. This certificate is assigned Confirmation Number 17685258 .

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."



AFFIRMATIVE ACTION PLAN

Community Development Strategies, LLC does not discriminate against any employee or applicant or employment because of race, color, religion, sex, national origin, creed or age.

Community Development Strategies, LLC will take affirmative action to ensure applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, creed or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transer, recruitment or recruitment of advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Sincerely,

Douglas Carlson

Signature

Doug Carlson

Printed Name

CEO, Managing Member

Title (must be signed by Managing Member, President, Vice President, or Secretary)

9/3/25

Date

COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No_X__. (If you answered "no" please proceed to signature section at bottom of this page.)

(b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? For purposes of responding to this question, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation. Yes ____, No____.

If you answered "yes" please state which of the above entities best describes your business:
_____.

(c) If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Please provide the name, address, date of birth, and social security number of each such PERA Retiree. If more than two, please attach a supplemental list.

Name	Address	DOB	Social Security Number
Name	Address	DOB	Social Security Number

Failure to accurately complete, sign and return this document to the City of Pueblo may result in you being denied the privilege of doing business with the City of Pueblo.

Company Name: Community Development Strategies, LLC

Authorized Signature: Douglas Carlson Title: CEO, Managing Member

Printed Name: Douglas Carlson Date: 9/11/25

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hiscox Insurance Company Inc	10200
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED: COMMUNITY DEVELOPMENT STRATEGIES, LLC, 16373 SW EDMINSTON RD, WILSONVILLE, OR 97070

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			P100.302.336.6	06/01/2025	06/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ S/T Gen. Agg.
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Pueblo, its agents, officers and employees are listed as additional insureds. 25-047 Consultant for HUD-related Activities

CERTIFICATE HOLDER

City of Pueblo, a Municipal Corporation, 230 S. Mechanic Street, Pueblo, CO 81003

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary J Boyd

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	**CONTACT NAME:**	
	PHONE (A/C, No, Ext): (888) 202-3007	**FAX (A/C, No):**
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Hiscox Insurance Company Inc	10200
INSURED COMMUNITY DEVELOPMENT STRATEGIES, LLC 16373 SW EDMINSTON RD WILSONVILLE, OR 97070	**INSURER B :**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**		N / A				E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			P100.297.577.6	06/01/2025	06/01/2026	Each Claim: $ 250,000 Aggregate: $ 250,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Pueblo, its agents, officers and employees are listed as additional insureds. 25-047 Consultant for HUD-related Activities

CERTIFICATE HOLDER

City of Pueblo Co, a Municipal Corporation, 230 S. Mechanic Street, Pueblo, CO 81003

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary J Boyd

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Add Waiver of Auto Insurance

Add Waiver of Worker's Comp Insurance

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

City Clerk's Office Item # M11

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 27, 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 $54,884 TO CLEARY BUILDING CORP, FOR PROJECT NO. 25-091, ELMWOOD GOLF COURSE MAINTENANCE SHED, SETTING FORTH $8,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Cleary Building Corp, for Project No. 25-091, Elmwood Golf Course Maintenance Shed.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

This project will consist of excavation, installation of a 4-inch concrete pad, furnishing and installing a 30’ x 46’ metal building, and other incidental items at Elmwood Golf Course, 3904 Thatcher Avenue.

FINANCIAL IMPLICATIONS:

Funding in the amount of $50,000.00 (contract) will be paid from Account Project EW2502, Storage Building Addition Maintenance.

Funding in the amount of $12,884.00 (contract and contingencies) will be paid from the Elmwood Golf Course operating account 50161100 57050 - Buildings.

BOARD/COMMISSION RECOMMENDATION:

None.

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STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-091 Bid Summary

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

RESOLUTION NO. 16159

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $54,884 TO CLEARY BUILDING CORP, FOR PROJECT NO. 25-091, ELMWOOD GOLF COURSE MAINTENANCE SHED, SETTING FORTH $8,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 25-091, Elmwood Golf Course Maintenance Shed have been received and examined; and,

WHEREAS, the proposal of Cleary Building Corp was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 25-091, Elmwood Golf Course Maintenance Shed to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-091, Elmwood Golf Course Maintenance Shed, to be performed, and the contract for said project is hereby awarded to Cleary Building Corp, in the amount of $54,884.00.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work…….$8,000.00

SECTION 4.

Funds for Project No. 25-091, in the amount of $50,000.00, shall be from Account Project EW2502, Storage Building Addition Maintenance.

SECTION 5.

Funds for Project No. 25-091, in the amount of $12,884.00, for contract and contingencies, shall be from Elmwood Golf Course Operating Account 50161100 57050 - Buildings.

SECTION 6.

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

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.

The Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

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

EVALUATION TABULATION

IFB No. 25-091 (EW2502)

Elmwood Golf Course Maintenance Shed

RESPONSE DEADLINE: October 1, 2025 at 10:00 am
Report Generated: Wednesday, October 1, 2025

VENDOR TOTALS

Vendor	Total
Cleary Building Corp	$54,884.00
R.D.R Construction	$85,800.00
Fortis General Contracting	$113,999.00
KR Construction Group Inc.	$245,103.43

BASE BID

BASE BID					Cleary Building Corp		Fortis General Contracting		KR Construction Group Inc.		R.D.R Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Site Preparation for New Building	1	L.S.	$4,680.00	$4,680.00	$7,000.00	$7,000.00	$69,900.00	$69,900.00	$7,500.00	$7,500.00
X	2	Furnish and Install One (1) 30 foot by 48 foot Metal Shed Building	1	L.S.	$37,316.00	$37,316.00	$81,000.00	$81,000.00	$131,375.03	$131,375.03	$49,000.00	$49,000.00
X	3	Construct 4" Concrete w/Fiber Mesh 4000 PSI	1440	S.F.	$8.95	$12,888.00	$10.00	$14,400.00	$23.26	$33,494.40	$15.00	$21,600.00
X	4	Erosion and Sediment Control	1	L.S	$0.00	$0.00	$5,000.00	$5,000.00	$5,100.00	$5,100.00	$1,200.00	$1,200.00
X	5	Mobilizaiton	1	L.S.	$0.00	$0.00	$5,100.00	$5,100.00	$5,234.00	$5,234.00	$6,350.00	$6,350.00
X	6	Traffic Control	1	L.S.	$0.00	$0.00	$1,499.00	$1,499.00	$0.00	$0.00	$150.00	$150.00
Total						$54,884.00		$113,999.00		$245,103.43		$85,800.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Cleary Building Corp	Fortis General Contracting	KR Construction Group Inc.	R.D.R Construction
BID GUARANTEE		Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS				
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass
CERTIFICATIONS				
CERTIFICATION STATEMENT	Pass	Pass		Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response	No Response	No Response	No Response

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING FUNDS IN THE AMOUNT OF $305,628.24 FROM THE BLACK HILLS ENERGY UNDERGROUND UTILITY FUND TO BE EXPENDED FOR THE PURPOSE OF RELOCATING OVERHEAD ELECTRIC FACILITIES UNDERGROUND FOR A FACILITY CONSTRUCTION PROJECT FOR THE BOARD OF WATER WORKS

SUMMARY:

This Resolution authorizes the expenditure of funds in the amount of $305,628.24 from Black Hills Energy Underground Utility Fund to relocate overhead electric facilities underground in support of the proposed Board of Water Works maintenance facility located at the northwest corner of W. 3rd Street and West Street.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Resolution will approve the use of funds for the purpose of undergrounding the main-line three-phase electrical distribution lines adjacent to the new Board of Water Works Maintenance Facility at W. 3rd Street and West Street.

The existing distribution lines extend north-to-south approximately 341 linear feet along West Street between W. 4th Street and W. 3rd Street, and 371 linear feet east-to-west through the alley between W. 4th Street and W. 3rd Street. The lines should be relocated underground as part of the project on the site. Funds for undergrounding distribution lines on public projects within the City are available for this purpose, subject to Council's approval of this Resolution.

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

FINANCIAL IMPLICATIONS:

Funds in the amount of $305,628.24 will be approved for expenditure from the underground funds account held by Black Hills Energy on behalf of the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this resolution.

STAKEHOLDER PROCESS:

Not applicable to this resolution.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 85A77DD9-7C40-451D-9ACE-237997391FE5

RESOLUTION NO. 16160

A RESOLUTION AUTHORIZING FUNDS IN THE AMOUNT OF $305,628.24 FROM THE BLACK HILLS ENERGY UNDERGROUND UTILITY FUND TO BE EXPENDED FOR THE PURPOSE OF RELOCATING OVERHEAD ELECTRIC FACILITIES UNDERGROUND FOR A FACILITY CONSTRUCTION PROJECT FOR THE BOARD OF WATER WORKS

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in an amount of $305,628.24 are hereby authorized and made available to be expended from the Black Hills Energy Underground Utility Fund for the purpose of relocating overhead electric facilities on West Street and in the intersecting alley located between W. 4th Street and W. 3rd Street.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 27, 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

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING SECTIONS 17-4-42 AND 17-4-43 TO TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO MINIMUM PARKING REQUIREMENTS WITHIN APPLICABLE TRANSIT SERVICE AREAS

SUMMARY:

Attached for consideration is a text amendment that will update Chapter 4, sections 42 and 43 of Title XVII of the Pueblo Municipal Code relating to minimum parking requirements within applicable transit service areas.

PREVIOUS COUNCIL ACTION:

On October 23rd, 2017, City Council approved Ordinance No. 9190 related to amending off street parking requirements.

On August 26th, 2019, City Council approved Ordinance No. 9525 amending the Zoning Code.

BACKGROUND:

During the 2024 Legislative Session, House Bill 24-1304 was signed into law. This state legislation concerns parking requirements within Metropolitan Planning Organizations (MPO). More specifically, it limits local governments in an MPO from enforcing parking minimums for three development types within Applicable Transit Service Areas as designated on the Minimum Parking Requirements Map created and maintained by the Department of Local Affairs (DOLA). The three development types are as follows:

1. Adaptive re-use of an existing building for strictly residential purposes,
2. Adaptive reuse of an existing building for a mix of uses in which at least 50% of the resulting use is residential, and
3. Newly constructed multifamily residential development.

Within the City of Pueblo, the Applicable Transit Service Area encompasses areas within one-quarter mile of public bus routes than have a planned or scheduled frequency of 30 minutes or more on weekdays. The legislation does not prohibit developers from voluntarily providing off-street parking in this area; it simply prohibits the City from requiring parking. The state legislation includes a narrow exception where the City may impose a minimum parking requirement within the Applicable Transit Service Areas in two scenarios. If a proposed residential development contains 20 or more units, or is a regulated affordable housing project, then the City may require up to one off-street parking space per dwelling unit. If the City imposes the requirement of one parking space per dwelling unit, the City must also publish specific findings that demonstrate how the project will have a substantially negative impact if parking is not required. The proposed Text Amendment complies with state legislation, removing off-street parking minimum requirements for the three development types within the Applicable Transit Service Area. It also incorporates the exception so that, if a high-density residential project with 20 more dwelling units or affordable housing project is proposed within the Applicable Transit Service Area, staff may pursue up to one off-street parking space per dwelling unit.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their September 10, 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 current City Engineering and traffic standards.

RECOMMENDATION:

Approve the proposed Ordinance.

ATTACHMENTS:

1. TA-25-05 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING SECTIONS 17-4-42 AND 17-4-43 TO TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO MINIMUM PARKING REQUIREMENTS WITHIN APPLICABLE TRANSIT SERVICE AREAS

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

SECTION 1.

Section 17-4-42 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-4-42. – Off-street parking residential.

(a) Each [single-family home or two-family dwelling] one-family or two-family residence constructed or relocated after the effective date of the ordinance from which this provision is derived shall provide on the building site at least one (1) accessible and usable off-street parking space for each dwelling unit unless additional off-street parking spaces are required by the Roadway Classification Design Standards and Policies. Said parking space may be open or covered; however, no portion of the building site which is required for front or side yard setbacks shall be used as a part of the required off-street parking spaces. The parking space shall be permanent in character, shall be provided with a permanent driveway to a public or private [roadway] right of way, and both the parking space and the driveway shall be paved with asphalt concrete, Portland cement concrete, pavers, or equivalent material. Any addition more than five hundred (500) gross square feet in living spaces or the construction or expansion of a covered parking area, regardless of square footage, may require public improvements including concrete or asphalt paving, curb and gutter, sidewalk and driveway in the public right-of-way. Public improvements associated with a covered parking area shall be only the improvements which provide access from the street to the garage. When a building permit is issued, the applicant shall deposit with the City fifty percent (50%) of the value of the public improvements. A deposit will be reimbursed upon acceptance of the completed public improvements. The Director of Public Works may modify installing any or all public improvements if existing conditions, neighborhood pattern, or the proximity of construction to public facilities warrant modification.

(1) Exceptions.

a. No off-street parking shall be required for residential adaptive re-use development within those areas designated by statute and identified by the HB24-1304 Minimum Parking Requirements Map maintained by the Colorado Department of Local Affairs. For the purposes of this section, adaptive re-use means the conversion of an existing structure from the use for which it was constructed to a new use by maintaining elements of the structure and adapting such elements to a new use.

(b) [Each residential structure containing three (3) or more dwelling units] Multifamily residences hereafter constructed or relocated shall provide on the building site at least one and one-half (1½) accessible and usable off-street parking spaces for each dwelling unit. [Residential structures containing three (3) or more dwelling units which are specifically designed and occupied exclusively by persons sixty

(60) years of age or older or handicapped, and which are wholly or partially financially supported by public funds or a nonprofit tax-exempt institution, shall provide on the building site at least three-fourths (¾) of an accessible and usable off-street parking space for each dwelling unit.] Said parking spaces may be located on any portion of the building site, shall be permanent in character, shall be provided with a permanent driveway to [the] a public or private right-of-way, and both the parking spaces and driveway shall be paved with asphalt concrete, Portland cement concrete, pavers, or equivalent materials.

(1) Exceptions.

a. Multifamily residences which are specifically designed and occupied exclusively by persons sixty (60) years of age or older or handicapped, and which are wholly or partially financially supported by public funds or a nonprofit tax-exempt institution, shall provide on the building site at least three-fourths (¾) of an accessible and usable off-street parking space for each dwelling unit.

b. No off-street parking shall be required for multifamily residential adaptive re-use development within those areas designated by statute and identified by the HB24-1304 Minimum Parking Requirements Map maintained by the Colorado Department of Local Affairs. For the purposes of this section, adaptive re-use means the conversion of an existing structure from the use for which it was constructed to a new use by maintaining elements of the structure and adapting such elements to a new use.

c. No off-street parking shall be required for newly constructed multifamily development within those areas designated by statute and identified by the HB241304 Minimum Parking Requirements Map maintained by the Colorado Department of Local Affairs, unless the following requirements are met, in which case one parking space per dwelling unit shall be provided.

1. The multifamily development is a new development project containing 20 or more dwelling units, or contains regulated affordable housing as defined in C.R.S. 29-36-102.
2. Within 90 days after receipt of a complete application for the proposed multifamily development, the City has published, in a daily newspaper of wide distribution and general circulation, written findings that not imposing or enforcing a minimum parking standard in connection with the proposed multifamily development would have substantial negative impact on:
    a. Safe pedestrian, bicycle, or emergency access to the multifamily development, or;
    b. Existing on-or off-street parking spaces within one-eighth mile of the multifamily development.
3. The findings required in Subsection (2) must:

    a. Be supported by substantial evidence in support of such findings;
    b. Include parking utilization data collected from the area within one-eighth mile of the multifamily development;
    c. Demonstrate that the City's implementation of strategies to manage demand for on-street parking in the area within one-eight mile of the multifamily development would not be effective to mitigate the substantial negative impacts contained in such findings; and
    d. Have been reviewed and approved by a professional engineer, as

defined in C.R.S. 12-120-202(7).

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

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, September 10, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 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; Hannah Prinzi, Planner; and Cindy Capritta, Land Use Tech.

Staff Members Absent:

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

Motion Passed: 7-0

Public Meeting:

TA-25-05 Text Amendment: An Ordinance amending Sections 17-4-42 and 17-4-43 of Title XVII of the Pueblo Municipal Code relating to minimum off-street parking requirements in Applicable Transit Service Areas. Staff report by Hannah Prinzi, Planner.

Hearing: No one appeared in support or opposition.

Commission Action: Bailey moved to recommend approval of the text amendment be forwarded to City Council, seconded by Spinuzzi.

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

TA-25-05

September 10th, 2025

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Hannah Prinzi, Planner
THROUGH:	Beritt Odom, Interim Director of Planning and Community Development
SUBJECT:	AN ORDINANCE AMENDING SECTIONS 17-4-42 AND 17-4-43 TO TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO MINIMUM PARKING REQUIREMENTS WITHIN APPLICABLE TRANSIT SERVICE AREAS

BACKGROUND AND ANALYSIS:

During the 2024 Legislative Session, House Bill 24-1304 was signed into law. This state legislation concerns parking requirements within Metropolitan Planning Organizations (MPO). More specifically, it limits local governments in an MPO from enforcing parking minimums for three development types within Applicable Transit Service Areas as designated on the Minimum Parking Requirements Map created and maintained by the Department of Local Affairs (DOLA). The three development types are as follows:

1. Adaptive re-use of an existing building for completely residential purposes,
2. Adaptive reuse of an existing building for a mix of uses in which at least 50% of the resulting use is residential, and
3. Newly constructed multifamily residential development.

Within the City of Pueblo, the Applicable Transit Service Area encompasses areas within one-quarter mile of public bus routes than have a planned or scheduled frequency of 30 minutes or more on weekdays. To be clear, the legislation does not prohibit developers from voluntarily including off-street parking in this area; it simply prohibits the City from requiring parking.

The state legislation includes a narrow exception where the City may impose a minimum parking requirement within the Applicable Transit Service Areas in two scenarios. If a proposed residential development contains 20 or more units, or is a regulated affordable housing project, then the City may require up to one off-street parking space per dwelling unit. However, the City must also publish specific findings that demonstrate how the project will have a substantially negative impact if parking is not required. The City is required to publish these findings within 90 days and report the use of the exception to DOLA.

The proposed Text Amendment complies with the above state legislation, removing off-street parking minimum requirements for the three development types within the Applicable Transit Service Area. It also incorporates the exception so that, if a high-density residential project with 20 more dwelling units or affordable housing project is proposed within the Applicable Transit Service Area, staff may pursue up to one off-street parking space per dwelling unit.

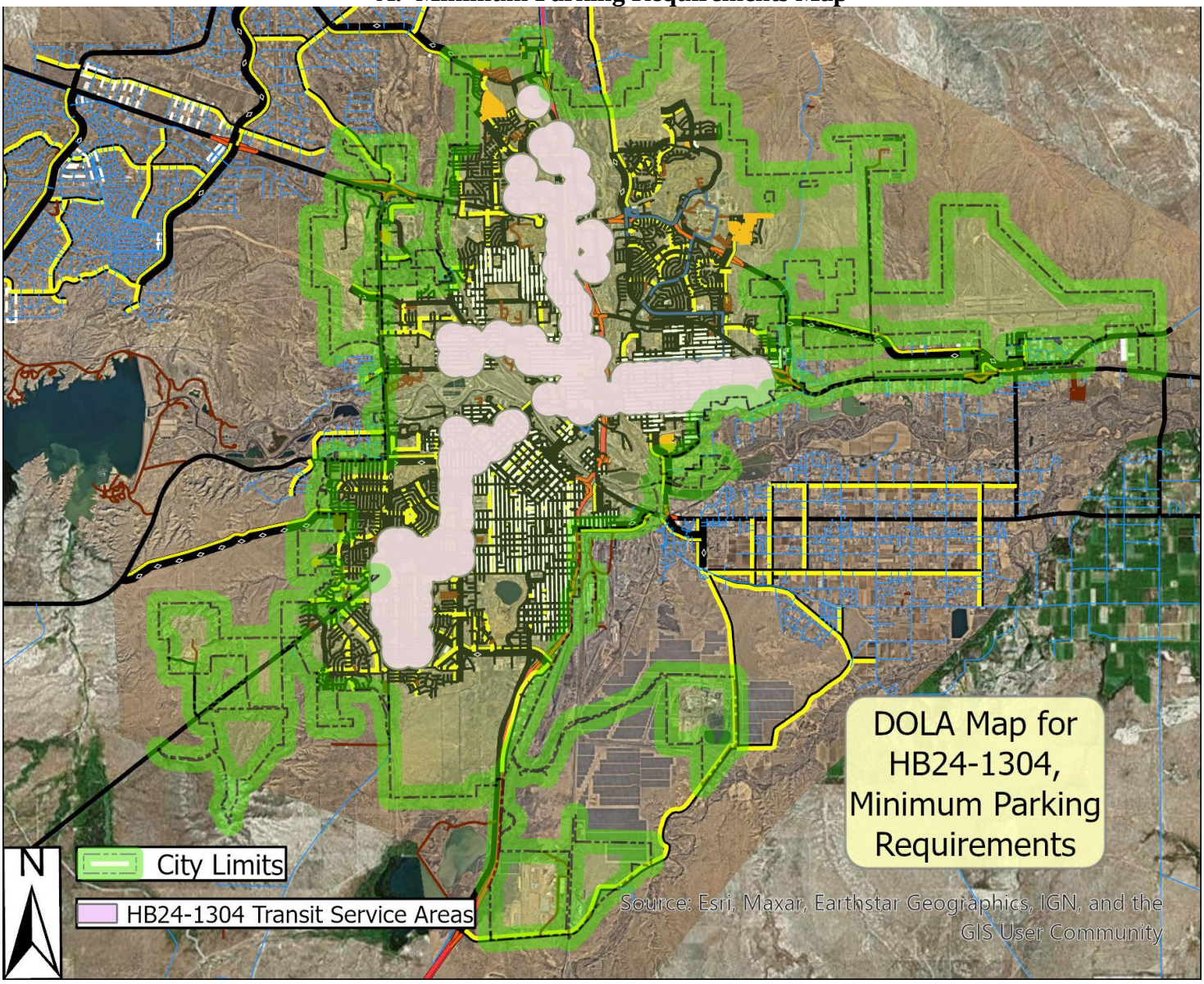
RECOMMENDED ACTION:

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.

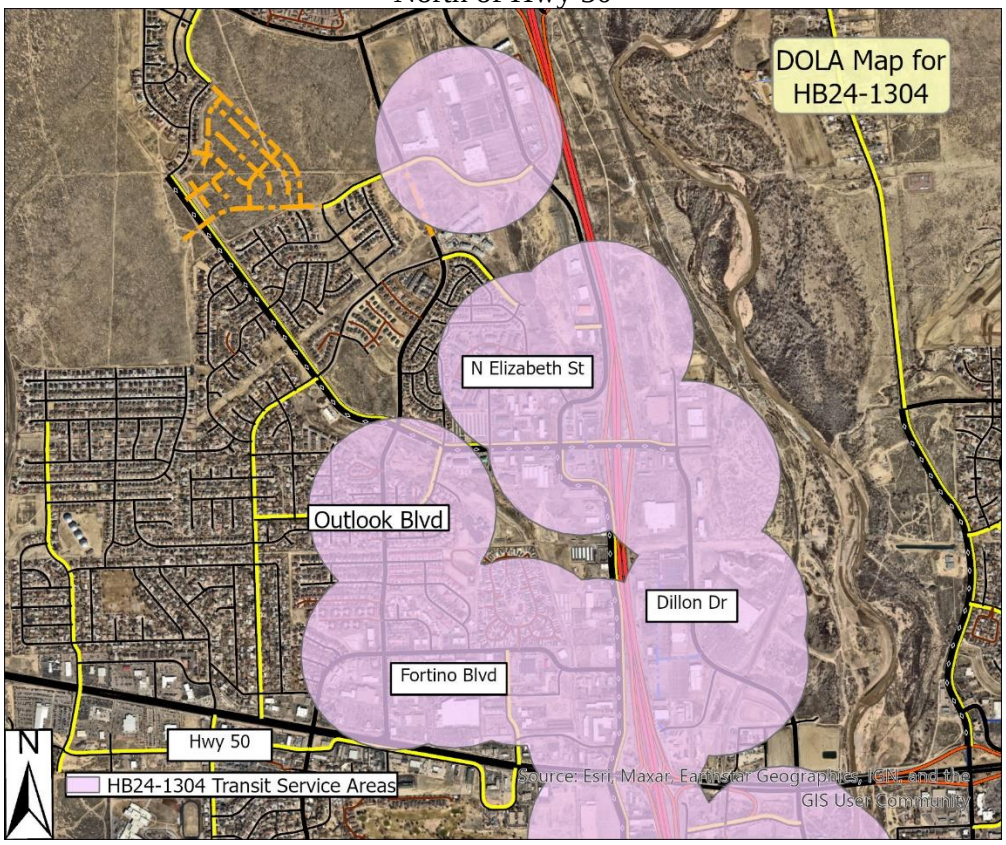
ATTACHMENTS:

A. Minimum Parking Requirements Map
B. Proposed Ordinance

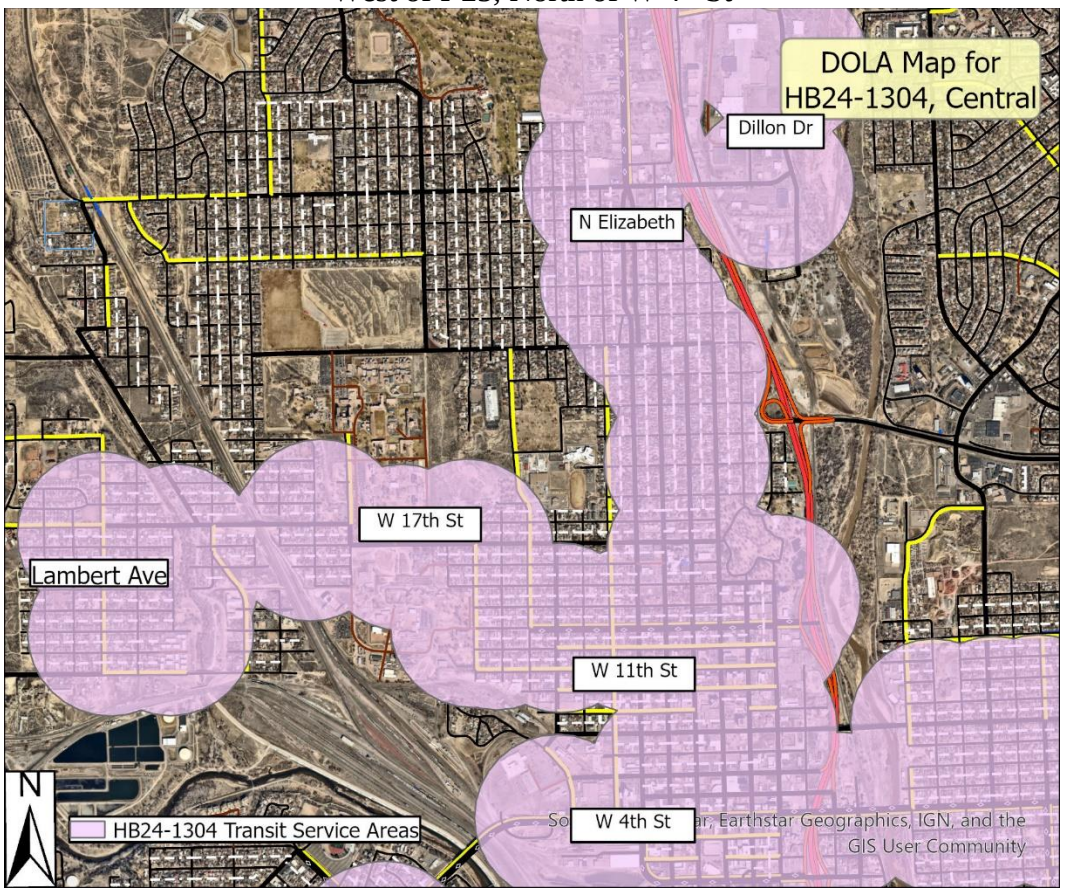
A. Minimum Parking Requirements Map



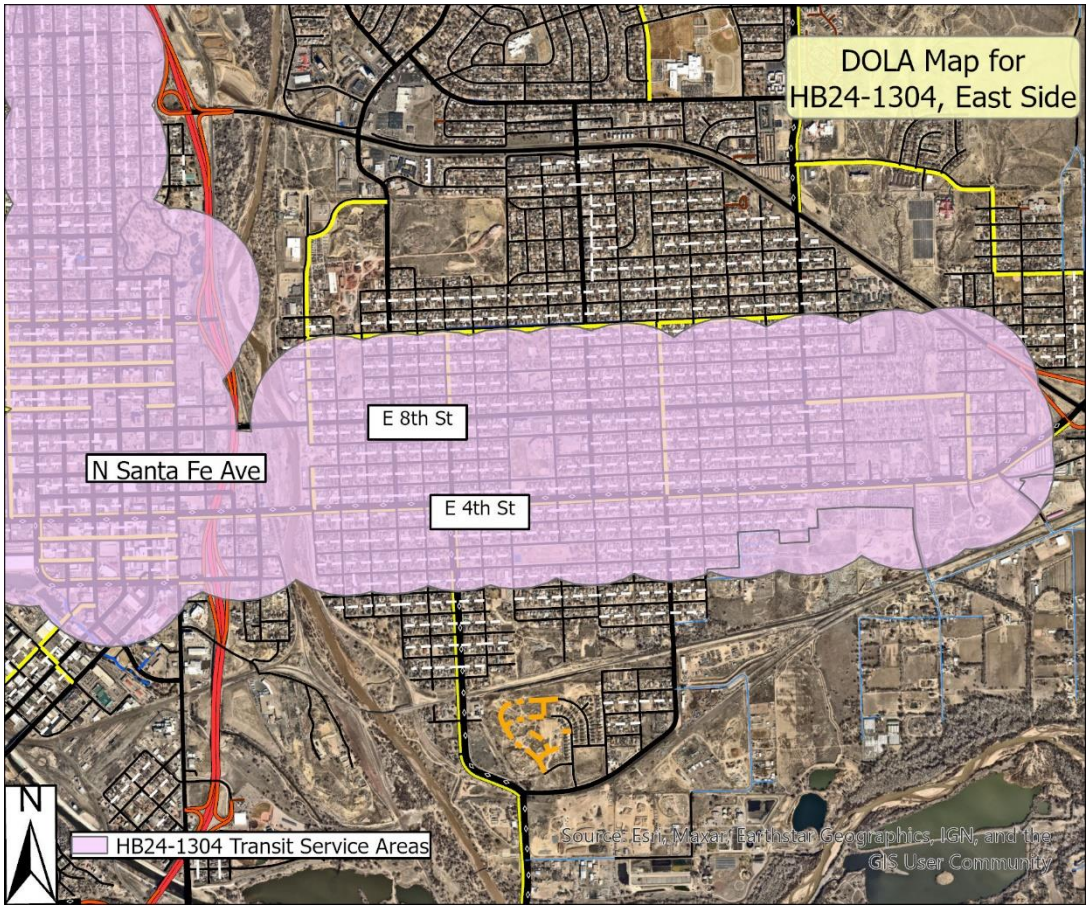
North of Hwy 50



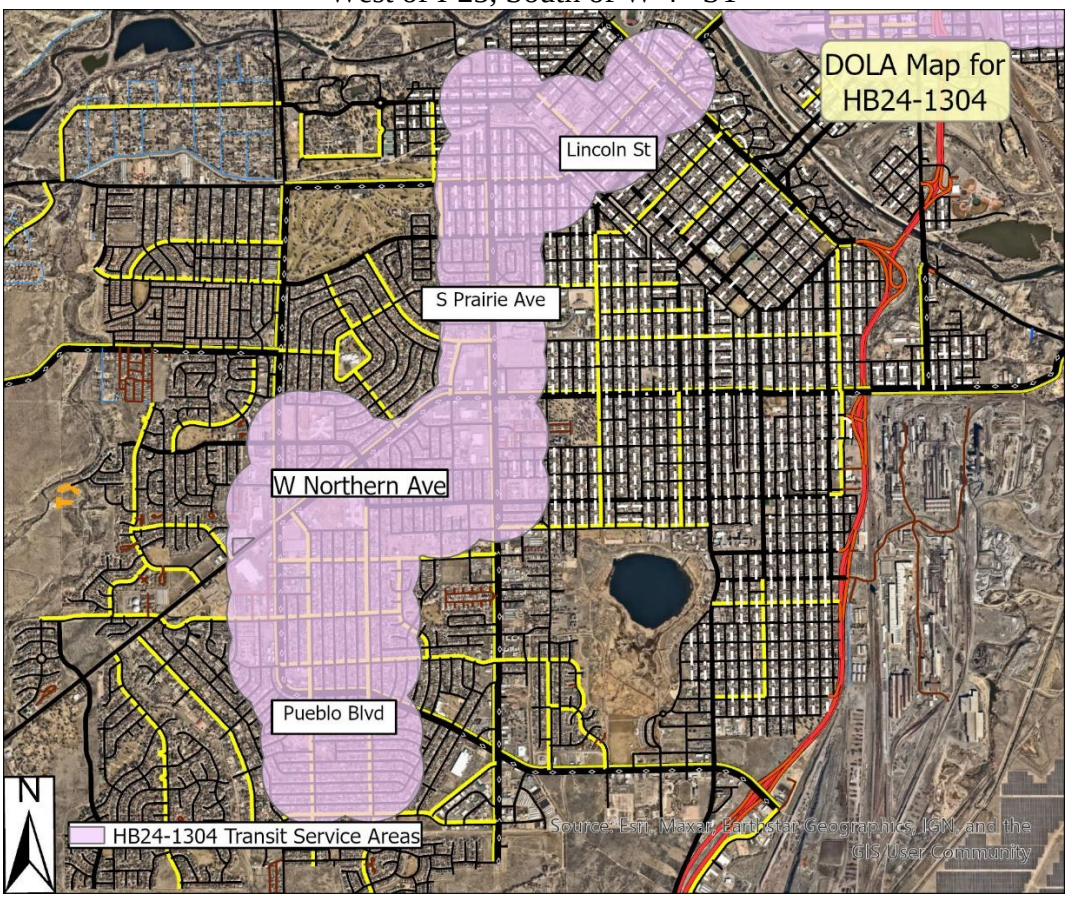
West of I-25, North of W 4th St



East of I-25



West of I-25, South of W 4th ST



B. Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 17-4-42 and 17-4-43 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 17-4-42 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-4-42. – Off-street parking residential.

(a) Each [single-family home or two-family dwelling] one-family or two-family residence constructed or relocated after the effective date of the ordinance from which this provision is derived shall provide on the building site at least one (1) accessible and usable off-street parking space for each dwelling unit unless additional off-street parking spaces are required by the Roadway Classification Design Standards and Policies. Said parking space may be open or covered; however, no portion of the building site which is required for front or side yard setbacks shall be used as a part of the required off-street parking spaces. The parking space shall be permanent in character, shall be provided with a permanent driveway to a public or private [roadway] right of way, and both the parking space and the driveway shall be paved with asphalt concrete, Portland cement concrete, pavers, or equivalent material. Any addition more than five hundred (500) gross square feet in living spaces or the construction or expansion of a covered parking area, regardless of square footage, may require public improvements including concrete or asphalt paving, curb and gutter, sidewalk and driveway in the public right-of-way. Public improvements associated with a covered parking area shall be only the improvements which provide access from the street to the garage. When a building permit is issued, the applicant shall deposit with the City fifty percent (50%) of the value of the public improvements. A deposit will be reimbursed upon acceptance of the completed public improvements. The Director of Public Works may modify installing any or all public improvements if existing conditions, neighborhood pattern, or the proximity of construction to public facilities warrant modification.

    (1) Exceptions.

        a. No off-street parking shall be required for residential adaptive re-use development within those areas designated by statute and identified by the HB24-1304 Minimum Parking Requirements Map maintained by the Colorado Department of Local Affairs. For the purposes of this section, adaptive re-use means the conversion of an existing structure from the use for which it was constructed to a new use by maintaining elements of the structure and adapting such elements to a new use.

(b) [Each residential structure containing three (3) or more dwelling units] Multifamily residences hereafter constructed or relocated shall provide on the building site at least one and one-half (1½) accessible and usable off-street parking spaces for each dwelling unit. [Residential

structures containing three (3) or more dwelling units which are specifically designed and occupied exclusively by persons sixty (60) years of age or older or handicapped, and which are wholly or partially financially supported by public funds or a nonprofit tax-exempt institution, shall provide on the building site at least three-fourths (¾) of an accessible and usable off-street parking space for each dwelling unit.] Said parking spaces may be located on any portion of the building site, shall be permanent in character, shall be provided with a permanent driveway to [the] a public or private right-of-way, and both the parking spaces and driveway shall be paved with asphalt concrete, Portland cement concrete, pavers, or equivalent materials.

(1) Exceptions.

a. Multifamily residences which are specifically designed and occupied exclusively by persons sixty (60) years of age or older or handicapped, and which are wholly or partially financially supported by public funds or a nonprofit tax-exempt institution, shall provide on the building site at least three-fourths (¾) of an accessible and usable off-street parking space for each dwelling unit.

b. No off-street parking shall be required for multifamily residential adaptive re-use development within those areas designated by statute and identified by the HB24-1304 Minimum Parking Requirements Map maintained by the Colorado Department of Local Affairs. For the purposes of this section, adaptive re-use means the conversion of an existing structure from the use for which it was constructed to a new use by maintaining elements of the structure and adapting such elements to a new use.

c. No off-street parking shall be required for newly constructed multifamily development within those areas designated by statute and identified by the HB241304 Minimum Parking Requirements Map maintained by the Colorado Department of Local Affairs, unless the following requirements are met, in which case one space per dwelling unit shall be provided.

1. The multifamily development is a new development project containing 20 or more dwelling units, or contains regulated affordable housing as defined in C.R.S. 29-36-102.
2. Within 90 days after receipt of a complete application for the proposed multifamily development, the City has published, in a daily newspaper of wide distribution and general circulation, written findings that not imposing or enforcing a minimum parking standard in connection with the proposed multifamily development would have substantial negative impact on:
    a. Safe pedestrian, bicycle, or emergency access to the multifamily development, or;
    b. Existing on-or off-street parking spaces within one-eighth mile of the multifamily development.
3. The findings required in Subsection (2) must:
    a. Be supported by substantial evidence in support of such findings;
    b. Include parking utilization data collected from the area within one-eighth mile of the multifamily development;
    c. Demonstrate that the City's implementation of strategies to manage demand for on-street parking in the area within one-eight mile of the multifamily development would not be effective to mitigate the substantial negative impacts contained in such findings; and

d. Have been reviewed and approved by a professional engineer, as defined in C.R.S. 12-120-202(7).

SECTION 2.

Section 17-4-43 of the Pueblo Municipal Code is hereby amended to read as follows:

Section 17-4-43. Off-street parking nonresidential.

(a) Application. The off-street parking requirements herein contained shall apply only to nonresidential and mixed-use buildings and uses newly instituted, constructed, moved, extended or enlarged by more than ten thousand (10,000) square feet of gross floor area, not to exceed one hundred percent (100%) of an existing structure in I-2 and I-3 zones, and one thousand (1,000) square feet of gross floor area not to exceed one hundred percent (100%) of existing structure in all other zone districts, and shall not apply to buildings lawfully repaired or improved where no increase of floor area is made. The regulations in this Section shall apply to all parking spaces, lots, garages, buildings or portions thereof to be provided in meeting the requirements of this Section. The addition of an adjacent building, whether attached or detached, shall constitute an increase in floor space and shall be included in any calculation of area to meet the requirements of this Section. Additional increases in floor area, based on the above zone districts, shall be a maximum allowable limit of expansion whether cumulative or not based on structure size after 2017. All required parking spaces shall be permanent in character and provided with a permanent driveway to a public or private right of way. The driveway and parking spaces shall be paved with asphalt, concrete, Portland cement concrete, [or] pavers, or equivalent materials.

(b) Required number of parking spaces.

…

a. (18) Mixed uses. In the case of mixed uses within the same building or structure, the requirements for off-street parking facilities shall be the sum of the requirements for each use based upon the area occupied by the individual use. However, no off-street parking shall be required for adaptive reuse development in which more than fifty percent (50%) of the gross floor area of the development is multifamily use within those areas designated by the statute and identified in the HB24-1304 Minimum Parking Requirements Map maintained by Colorado Department of Local Affairs, unless the following requirements are met, in which case one space per dwelling unit shall be provided.

1. The multifamily development is a new development project containing 20 or more dwelling units, (OR contains regulated affordable housing as defined in C.R.S. 29-36-102;
2. Within 90 days after receipt of a complete application for the proposed multifamily development, the City has published writing findings that not imposing or enforcing a minimum parking standard in connection with the proposed multifamily development would have substantial negative impact on:

e. Safe pedestrian, bicycle, or emergency access to the multifamily development, or;

f. Existing on-or off-street parking spaces within one-eighth mile of the multifamily development

3. The findings required in Subsection (2) must:
    g. Be supported by substantial evidence in support of such findings:
    h. Include parking utilization data collected from the area within one-eighth mile of the multifamily development;
    i. Demonstrate that the City's implementation of strategies to manage demand for on-street parking in the area within one-eight mile of the multifamily development would not be effective to mitigate the substantial negative impacts contained in such findings; and
    j. Have been reviewed and approved by a professional engineer, as defined in C.R.S. 12-120-202(7).

SECTION 3.
The officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Ordinance to implement the policies and procedures described herein.

SECTION 4.
This Ordinance shall become effective thirty (30) days after the date of final action by the Mayor and City Council.

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
CITY OF PUEBLO

Published Tuesday, August 26, 2025

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Take notice that at **3:30 P.M., on the 10th day of September, 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-25-05: An Ordinance amending Sections 17-4-42 and 17-4-43 of Title XVII of the Pueblo Municipal Code relating to minimum off-street parking requirements in Applicable Transit Service Areas. Staff report by Hannah Prinzi, Planner.

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

Any person may appear before the Planning and Zoning Commission at the time and place stated above to be heard on the proposed amendment. 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
Administrative Official
(719) 553-2259

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 27, 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 TWO OF CHAPTER TWO, SECTION FIFTY-ONE OF CHAPTER FOUR, AND SECTIONS FOUR AND TEN OF CHAPTER TEN OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO OFF-PREMISES SIGNS

SUMMARY:

Attached for consideration is a text amendment that will amend Chapter 2, 4 and 10 of Title XVII of the Pueblo Municipal Code in order to allow Public-Private Partnership signs.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The purpose of the proposed text amendment is to amend the definition of and regulations regarding off premises signs in order to allow Public-Private Partnership Signs (PPP Signs) on properties zoned Government Use (S-1) District and on City-owned properties under the review and guidance of the Planning and Zoning Commission and City Council. Sections 1 and 2 of the proposed Ordinance will correct an existing inconsistency in the Pueblo Municipal Code (PMC) by streamlining all regulations about off-premises signs into Chapter 10, the sign code, rather than having conflicting information in the Use Definitions and Use Table. In the Use Table, allowed uses-by-right are designated with a “P” for permitted, an “S” for Special Use Permit needed, or a “C” for Conditional Use Permit. With the addition of PPP Signs, the basic “P,” “S,” or “C” designation cannot appropriately capture the nuance of where and how PPP Signs may be permitted through site plan review and could cause confusion. Staff finds that describing all off-premises sign regulations in Chapter 10 and removing this redundant information in Chapter 2 will improve the overall understanding and layout of the PMC. Section 3 of the ordinance adds the definition of PPP Signs to the sign code and establishes that they will be operated through leases or license agreements

between private entities and the City. Section 4 of the ordinance amends the table in the sign code that regulates off-premises signs. PPP Signs are added in S-1 zone districts and on any other City-owned properties. Discretion regarding the number of signs per lot, maximum sign area, maximum sign height, and spacing between signs is deferred to the Planning and Zoning Commission for Development Plan Review, which is the same process as all other development types in S-1 zone districts. The table also contains other small amendments for clarity including correcting a typo where the digit "1" is used rather than the capital letter "I," and removing a clause that off-premises signs may never be Electronic Variable Message signs as the proposed PPP Sign use would contradict that clause.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 12, 2025 Regular Meeting, voted 6-0 to recommend approval, commissioner Boston absent.

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 allow Public-Private Partnership signs.

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. DRAFT Ordinance PPP Signs
2. TA-25-06 Combined Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION TWO OF CHAPTER TWO, SECTION FIFTY-ONE OF CHAPTER FOUR, AND SECTIONS FOUR AND TEN OF CHAPTER TEN OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO OFF-PREMISES SIGNS

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

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION TWO OF CHAPTER TWO, SECTION FIFTY-ONE OF CHAPTER FOUR, AND SECTIONS FOUR AND TEN OF CHAPTER TEN OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO OFF-PREMISES SIGNS

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

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

SECTION 1.

Section 17-2-2 (136) of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-2-2. Use definitions.

For the purpose of this Title, certain terms or words used herein shall be interpreted as follows:

. . .

(136) Reserved. [Sign, billboard (off-premises sign) means a sign structure advertising an establishment, merchandise, event, service or entertainment, which is not sold, produced, manufactured or furnished at the property on which the sign is located; and any other outdoor advertising prohibited by the provisions of Section 43-1-415, C.R.S. and Section 24-4-103, C.R.S.]

SECTION 2.

Section 17-4-51 (c) of the Pueblo Municipal Code is hereby amended to read as follows:

(c) Permitted Use Table

Table of Uses

USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																		
				A-1	A-2	A-3	A-4	R-1	R-2	R-2U	R-3	R-4	R-5	R-6	R-7	R-8	RCN	O-1	B-1	B-2	B-3	B-4	B-P	CCN (Major)	CCN (Minor)	H-B	HARP-1	HAPR-2	HARP-3	I-1	I-2	I-3	S-1	S-2	S-3	S-4	S-5
PUBLIC AND INSTITUTIONAL USES (CONT.)																																						
Public and Institutional	**Charitable institution**	**(32)**		S	S						S	S	S	P			S			S	P	P	P	S	S					S	S							
	Community correctional facility or program	**(39)**												S							S	S									S							
	Homeless shelter	**(71)**	**§ 17-4-9**											S							S	S		S	S													
	Library	**(81)**												P					S	S	P	P		S		S	S	S	S				P				S	
	Museum	**(98)**										P	P							S	P	P		S	S	S	S	S	S				P				S	
	Parks, trails and open space	**(107)**		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		P		P		P	
Religious	**Convent / Monastery**	**(44)**		S	S									P										S	S													
	Religious institution	**(125)**		P	P	S	S	S	S	S	S	S	P	P	S	S	S		S	S	P	P	S	S	S	S	S	S	S			S						
	Wedding facility	**(157)**		P	P	S	S	S	S	S	S	S	P	P			S		S	S	P	P	S	S	S	S	S	S	S	S	S	S						
Other Public and Institutional Uses	**Antenna**	**(5)**	**§ 17-4-61 thru 17-4-69**																													P						
	Community center	**(38)**		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	P	S	S	S	S	S	S	S	S	S		P				S	
	Governmental use, other	**(64)**																															P					
	Non-governmental use, other	**(100)**																															S					
	Public utilities	**(117)**	**§ 17-4-30**	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	S	S	S	S	P	P	P	P		S		S	
	[Sign, billboard]	**[(136)]**	**[§ 17-10-01 thru 17-10-14]**	[P]	[P]									[S]																[P]	[S]	[P]				[S]		
	Solar Array	**(138)**		P	P																										S	P	P	P				P
	Tower (Antenna)	**(147)**	**§ 17-4-61 thru 17-4-69**	C	C																C	C				S	S	S	S	C	C	C			C			
	Wind Turbine	**(159)**	**§ 17-4-70 thru 17-4-72**	S	S	S	S														S	S	S							S	S	S						

SECTION 3.

Section 17-10-04 (e) of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-10-04. Computations, measurements, rules and definitions.
. . .

(e) Definitions. For purposes of this Chapter the following words shall have the meanings herein set forth:
. . .

(27.1) Sign, Public-Private Partnership (PPP) means off-premises signs that may be Electronic Variable Message (EVM) signs that are installed, maintained, and operated upon land zoned for government use or any City-owned land by a private party licensed by the City. Agreements regarding PPP signs (which may be leases or license agreements) may be entered into at the discretion of the City Council. PPP signs are not considered “public improvements.”

SECTION 4.

Section 17-10-05 (i) of the Pueblo Municipal Code is hereby amended to read as follows:

(i) Off-premises sign.

Zone District	Maximum Number Per Lot	Maximum Area	Maximum Height	Spacing Between Signs
R-6	[-] Determined by spacing*	300 sq. ft.	30[’] ft.	[300'] See notes*
A-1, A-2, [1]I-1, [1]I-2, [1]I-3	[-] Determined by spacing*	400 sq. ft.	40[’] ft.	[300'] See notes*
S-1 and all City-owned property in any Zone District (PPP Signs)	Determined by Planning & Zoning Commission Development Plan Review	Determined by Planning & Zoning Commission Development Plan Review	Determined by Planning & Zoning Commission Development Plan Review	Determined by Planning & Zoning Commission Development Plan Review
Notes: *Spacing determined by CDOT along State and Federal highways. **All existing legal nonconforming signs shall continue as legal nonconforming. ***Cap—24 additional billboard structures and faces. Cap is subject to review by City Council once the cap is reached. Billboard structures and faces that are removed and relocated to another location shall be exempted from the cap.				

[In no case may an electronic variable message sign be used as an off-premises sign.]

SECTION 5.

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 6.

This Ordinance shall become effective thirty (30) days after the date of final action by the Mayor and City Council.

Action by City Council:

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

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

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, October 8, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 with Chairman Mike Castellucci presiding.

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

Commissioners Absent: Brett Boston

Staff Members Present*:* Laura Portis, Assistant City Attorney; Beritt Odom, Director of Planning and Community Development; Mikaylin Hackley, Planner; Hannah Prinzi, Planner; and Riane Ledford, Planner.

Staff Members Absent: None

Approval of the Agenda: Bailey moved to amend the agenda, moving the 2026-2030 Proposed Capital Improvement Plan before MSP-25-04, Master Sign Plan, Pueblo Springs Apartments and approve the amended agenda, seconded by Spinuzzi.

Motion Passed: 6-0, Boston absent

Public Hearing:

TA-25-06 Text Amendment: An Ordinance amending Section 2 of Chapter 2, Section 51 of Chapter 4, and Sections 4 and 10 of Chapter 10 of Title 17 of the Pueblo Municipal Code relating to off-premises signs. Staff report by Mikaylin Hackley, Planner.

Hearing: No one spoke in favor or opposition of the proposed amendment.

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

Motion Passed: 6-0, Boston absent

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
CITY OF PUEBLO

Published Tuesday, September 23, 2025

NOTICE OF PUBLIC HEARING

Take notice that at **3:30 P.M., on the 8th of October, 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-25-06: An Ordinance amending Section 2 of Chapter 2, Section 51 of Chapter 4, and Sections 4 and 10 of Chapter 10 of Title 17 of the Pueblo Municipal Code relating to off-premises signs.

A draft of the proposed text amendment 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
Land Use Administrator
(719) 553-2259

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

TA-25-06

October 8, 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 TWO OF CHAPTER TWO, SECTION FIFTY-ONE OF CHAPTER FOUR, AND SECTIONS FOUR AND TEN OF CHAPTER TEN OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO OFF-PREMISES SIGNS

BACKGROUND AND ANALYSIS:

The purpose of the proposed text amendment is to amend the definition of and regulations regarding off-premises signs in order to allow Public-Private Partnership Signs (PPP Signs) on properties zoned Government Use (S-1) District and on City-owned properties under the review and guidance of the Planning and Zoning Commission and City Council.

Sections 1 and 2 of the proposed ordinance correct an existing inconsistency in the Pueblo Municipal Code (PMC) by streamlining all regulations about off-premises signs into Chapter 10, the sign code, rather than having conflicting information in the Use Definitions and Use Table. In the Use Table, allowed uses-by-right are designated with a "P" for permitted, an "S" for Special Use Permit needed, or a "C" for Conditional Use Permit. With the addition of PPP Signs, the basic "P," "S," or "C" designation cannot appropriately capture the nuance of where and how PPP Signs may be permitted through site plan review and could cause confusion. Staff finds that describing all off-premises sign regulations in Chapter 10 and removing this redundant information in Chapter 2 will improve the overall understanding and layout of the PMC.

Section 3 of the ordinance adds the definition of PPP Signs to the sign code and establishes that they will be operated through leases or license agreements between private entities and the City.

Section 4 of the ordinance amends the table in the sign code that regulates off-premises signs. PPP Signs are added in S-1 zone districts and on any other City-owned properties. Discretion regarding the number of signs per lot, maximum sign area, maximum sign height, and spacing between signs is deferred to the Planning and Zoning Commission for Development Plan Review, which is the same process as all other development types in S-1 zone districts. The table also contains other small amendments for clarity including correcting a typo where the digit "1" is used rather than the capital letter "I," and removing a clause that off-premises signs may never be Electronic Variable Message signs as the proposed PPP Sign use would contradict that clause.

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 be forwarded to City Council.

ATTACHMENTS: **A. Proposed Ordinance**

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION TWO OF CHAPTER TWO, SECTION FIFTY-ONE OF CHAPTER FOUR, AND SECTIONS FOUR AND TEN OF CHAPTER TEN OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO OFF-PREMISES SIGNS

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

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

SECTION 1.

Section 17-2-2 (136) of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-2-2. Use definitions.

For the purpose of this Title, certain terms or words used herein shall be interpreted as follows:

. . .

(136) Reserved. [Sign, billboard (off-premises sign) means a sign structure advertising an establishment, merchandise, event, service or entertainment, which is not sold, produced, manufactured or furnished at the property on which the sign is located; and any other outdoor advertising prohibited by the provisions of Section 43-1-415, C.R.S. and Section 24-4-103, C.R.S.]

SECTION 2.

Section 17-4-51 (c) of the Pueblo Municipal Code is hereby amended to read as follows:

(c) Permitted Use Table

Table of Uses

USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																		
				A-1	A-2	A-3	A-4	R-1	R-2	R-2U	R-3	R-4	R-5	R-6	R-7	R-8	RCN	O-1	B-1	B-2	B-3	B-4	B-P	CCN (Maior)	CCN (Minor)	H-B	HARP-1	HAPR-2	HARP-3	I-1	I-2	I-3	S-1	S-2	S-3	S-4	S-5	
PUBLIC AND INSTITUTIONAL USES (CONT.)																																						
Public and Institutional	**Charitable institution**	**(32)**		S	S						S	S	S	P			S			S	P	P	P	S	S					S	S							
	Community correctional facility or program	**(39)**												S							S	S										S						
	Homeless shelter	**(71)**	**§ 17-4-9**											S							S	S		S	S													
	Library	**(81)**												P					S	S	P	P		S		S	S	S	S				P				S	
	Museum	**(98)**										P	P							S	P	P		S	S	S	S	S	S				P				S	
	Parks, trails and open space	**(107)**		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		P		P		P	
Religious	**Convent / Monastery**	**(44)**		S	S									P										S	S													
	Religious institution	**(125)**		P	P	S	S	S	S	S	S	S	P	P	S	S	S		S	S	P	P	S	S	S	S	S	S	S			S						
	Wedding facility	**(157)**		P	P	S	S	S	S	S	S	S	P	P			S		S	S	P	P	S	S	S	S	S	S	S	S	S	S						
Other Public and Institutional Uses	**Antenna**	**(5)**	**§ 17-4-61 thru 17-4-69**																													P						
	Community center	**(38)**		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	P	S	S	S	S	S	S	S	S	S		P				S	
	Governmental use, other	**(64)**																															P					
	Non-governmental use, other	**(100)**																															S					
	Public utilities	**(117)**	**§ 17-4-30**	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	S	S	S	S	P	P	P	P		S		S	
	[Sign, billboard]	**[(136)]**	**[§ 17-10-01 thru 17-10-14]**	[P]	[P]									[S]																[P]	[S]	[P]				[S]		
	Solar Array	**(138)**		P	P																										S	P	P	P				P
	Tower (Antenna)	**(147)**	**§ 17-4-61 thru 17-4-69**	C	C																C	C				S	S	S	S	C	C	C			C			
	Wind Turbine	**(159)**	**§ 17-4-70 thru 17-4-72**	S	S	S	S														S	S	S							S	S	S						

SECTION 3.

Section 17-10-04 (e) of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-10-04. Computations, measurements, rules and definitions.

. . .

(e) Definitions. For purposes of this Chapter the following words shall have the meanings herein set forth:

. . .

(27.1) Sign, Public-Private Partnership (PPP) means off-premises signs that may be Electronic Variable Message (EVM) signs that are installed, maintained, and operated upon land zoned for government use or any City-owned land by a private party licensed by the City. Agreements regarding PPP signs (which may be leases or license agreements) may be entered into at the discretion of the City Council. PPP signs are not considered "public improvements."

SECTION 4.

Section 17-10-05 (i) of the Pueblo Municipal Code is hereby amended to read as follows:

(i) Off-premises sign.

Zone District	Maximum Number Per Lot	Maximum Area	Maximum Height	Spacing Between Signs
R-6	[-] Determined by spacing*	300 sq. ft.	30[’] ft.	[300'] See notes*
A-1, A-2, [1]I-1, [1]I-2, [1]I-3	[-] Determined by spacing*	400 sq. ft.	40[’] ft.	[300'] See notes*
S-1 and all City-owned property in any Zone District (PPP Signs)	Determined by Planning & Zoning Commission Development Plan Review	Determined by Planning & Zoning Commission Development Plan Review	Determined by Planning & Zoning Commission Development Plan Review	Determined by Planning & Zoning Commission Development Plan Review
Notes: *Spacing determined by CDOT along State and Federal highways. **All existing legal nonconforming signs shall continue as legal nonconforming. ***Cap—24 additional billboard structures and faces. Cap is subject to review by City Council once the cap is reached. Billboard structures and faces that are removed and relocated to another location shall be exempted from the cap.				

[In no case may an electronic variable message sign be used as an off-premises sign.]

SECTION 5.

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 6.

This Ordinance shall become effective thirty (30) days after the date of final action by the Mayor and City Council.

Action by City Council:

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

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: October 27, 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 AN AGREEMENT BETWEEN AXON ENTERPRISE, INC., A DELAWARE CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR THE PURCHASE AND INSTALLATION OF INTERVIEW ROOM VIDEO SYSTEMS, SOFTWARE, STORAGE, AND RELATED SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a proposed Ordinance approving a Master Services and Purchasing Agreement between the City of Pueblo and Axon Enterprise, Inc., including Quote No. Q-688987-45943BM-4 dated 10/13/2025.

PREVIOUS COUNCIL ACTION:

City Council has previously approved agreements with Axon for body worn cameras and related services.

BACKGROUND:

The Pueblo Police Department (PPD) continues to enhance its digital evidence capabilities. This agreement expands the Department's use of Axon technology to include interview room video systems, including covert and overt cameras, microphones, servers, touch panels, and cloud-based storage.

Axon's integrated system provides secure, high-quality video and audio recording, metadata tagging, and seamless evidence management through Evidence.com. The system includes features such as automatic activation, live streaming, and redaction tools, improving transparency, accountability, and operational efficiency.

This purchase includes:

Interview room hardware (covert/overt cameras, microphones, servers, touch panels)
Unlimited cloud storage for interview room video
Software licenses and maintenance
Installation services
Extended warranties

The total cost of the agreement is $138,924.60, with an estimated contract start date of December 15, 2025, and a term of 60 months.

FINANCIAL IMPLICATIONS:

Funds in the amount of $139,000 will be reallocated from the Police Department's salary savings for the purchase of software, and machinery and equipment in accordance with this agreement.

BOARD/COMMISSION RECOMMENDATION:

Not applicable for this Ordinance.

STAKEHOLDER PROCESS:

Not applicable for this Ordinance.

ALTERNATIVES:

Council may choose not to approve the agreement, which would delay or prevent the implementation of the interview room video system.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Axon Quote #Q-688987-45943BM-4

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN AXON ENTERPRISE, INC., A DELAWARE CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR THE PURCHASE AND INSTALLATION OF INTERVIEW ROOM VIDEO SYSTEMS, SOFTWARE, STORAGE, AND RELATED SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Master Services and Purchasing Agreement between the City of Pueblo and Axon Enterprise, Inc., including Quote No. Q-688987-45943BM-4 dated 10/13/2025 and appendices, copies of which are attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Funds in the amount of $139,000 will be transferred from Police department salary savings to Police department software and machinery and equipment within the General Fund.

SECTION 3.

The Mayor of the City of Pueblo is hereby authorized and directed to execute said Master Services and Purchasing Agreement and related Quote in the name of the City and the City Clerk is hereby authorized and directed to affix the official seal of the City of Pueblo and attest same.

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 agreement to effectuate 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

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-688987-45943BM

Issued: 10/13/2025

Quote Expiration: 11/14/2025

Estimated Contract Start Date: 12/15/2025

Account Number: 105756

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Pueblo Police Department - CO 200 S Main St Pueblo, CO 81003-3525 USA	Pueblo Police Department - CO 200 S Main St Pueblo CO 81003-3525 USA Email: 84-6000615

SALES REPRESENTATIVE	PRIMARY CONTACT
Brian Moutinho Phone: +1 9168062275 Email: bmoutinho@axon.com Fax:	James Martin Phone: (719) 549-1200 Email: jmartin@pueblo.us Fax: (719) 5532479

Quote Summary

Program Length	52 Months
TOTAL COST	$138,924.60
ESTIMATED TOTAL W/ TAX	$138,924.60

Discount Summary

Average Savings Per Year	$3,757.37
TOTAL SAVINGS	$16,281.92

Payment Summary

Date	Subtotal	Tax	Total
Nov 2025	$138,924.60	$0.00	$138,924.60
Total	**$138,924.60**	**$0.00**	**$138,924.60**

Quote Unbundled Price:	**$155,206.52**
Quote List Price:	**$155,206.52**
Quote Subtotal:	**$138,924.60**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1			$1,518.00	$0.00	$0.00	$0.00	$0.00
74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	5			$64.00	$64.00	$320.00	$0.00	$320.00
50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	4			$356.00	$0.00	$0.00	$0.00	$0.00
74116	AXON INTERVIEW - COVERT ENCLOSURE	4			$110.00	$110.00	$440.00	$0.00	$440.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4			$209.00	$209.00	$836.00	$0.00	$836.00
50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	4			$700.00	$700.00	$2,800.00	$0.00	$2,800.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	7			$209.00	$209.00	$1,463.00	$0.00	$1,463.00
50298	AXON INTERVIEW - CAMERA - OVERT DOME	7			$985.00	$985.00	$6,895.00	$0.00	$6,895.00
50295	AXON INTERVIEW - SERVER - PRO	2			$5,413.00	$5,413.00	$10,826.00	$0.00	$10,826.00
50322	AXON INTERVIEW - TOUCH PANEL PRO	6			$2,532.00	$2,532.00	$15,192.00	$0.00	$15,192.00
A la Carte Software									
50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	6	52		$1,500.00	$0.00	$0.00	$0.00	$0.00
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	52		$27.82	$13.91	$4,339.92	$0.00	$4,339.92
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	11	52		$110.19	$110.19	$63,028.68	$0.00	$63,028.68
A la Carte Services									
85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	6			$5,000.00	$5,000.00	$30,000.00	$0.00	$30,000.00
A la Carte Warranties									
101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	6			$464.00	$464.00	$2,784.00	$0.00	$2,784.00
Total							**$138,924.60**	**$0.00**	**$138,924.60**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	4	1	11/15/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	7	1	11/15/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	1	11/15/2025
A la Carte	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	4	1	11/15/2025
A la Carte	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	1	11/15/2025
A la Carte	50295	AXON INTERVIEW - SERVER - PRO	2	1	11/15/2025
A la Carte	50298	AXON INTERVIEW - CAMERA - OVERT DOME	7	1	11/15/2025
A la Carte	50322	AXON INTERVIEW - TOUCH PANEL PRO	6	1	11/15/2025
A la Carte	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	5	1	11/15/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	74116	AXON INTERVIEW - COVERT ENCLOSURE	4	1	11/15/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	6	12/15/2025	04/14/2030
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	12/15/2025	04/14/2030
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	11	12/15/2025	04/14/2030

Services

Bundle	Item	Description	QTY
A la Carte	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	6

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	6		

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	200 S Main St	Pueblo	CO	81003-3525	USA

Payment Details

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Bill	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	6	$2,784.00	$0.00	$2,784.00
Upfront Bill	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	6	$0.00	$0.00	$0.00
Upfront Bill	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	$4,339.92	$0.00	$4,339.92
Upfront Bill	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	11	$63,028.68	$0.00	$63,028.68
Upfront Bill	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	4	$0.00	$0.00	$0.00
Upfront Bill	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	7	$1,463.00	$0.00	$1,463.00
Upfront Bill	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	$836.00	$0.00	$836.00
Upfront Bill	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	4	$2,800.00	$0.00	$2,800.00
Upfront Bill	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	$0.00	$0.00	$0.00
Upfront Bill	50295	AXON INTERVIEW - SERVER - PRO	2	$10,826.00	$0.00	$10,826.00
Upfront Bill	50298	AXON INTERVIEW - CAMERA - OVERT DOME	7	$6,895.00	$0.00	$6,895.00
Upfront Bill	50322	AXON INTERVIEW - TOUCH PANEL PRO	6	$15,192.00	$0.00	$15,192.00
Upfront Bill	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	5	$320.00	$0.00	$320.00
Upfront Bill	74116	AXON INTERVIEW - COVERT ENCLOSURE	4	$440.00	$0.00	$440.00
Upfront Bill	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	6	$30,000.00	$0.00	$30,000.00
Total				**$138,924.60**	**$0.00**	**$138,924.60**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/13/2025

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Melissa Cook, Director Department of Housing & Citizen Services

SUBJECT: AN ORDINANCE APPROVING A PURCHASE AGREEMENT AND RELATED DOCUMENTS BETWEEN CIRCLE K STORES INC., A TEXAS CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a purchase agreement between the City of Pueblo, a Colorado Municipal Corporation, and Circle K Stores, to purchase an approximate 1.73 acre property currently located at the 1200 block of Orman.

PREVIOUS COUNCIL ACTION:

No previous Council action has been taken.

BACKGROUND:.

In 2024, Circle K Stores expressed interest in redeveloping the blighted property located in the 1200 block of Orman Avenue, commonly referred to as the Convergy's site. Through an existing contract with the property owner, Circle K plans to demolish the deteriorated Convergy's building and construct a new retail store on the southern 1.32 acre portion of the site. The northern portion, which is approximately 1.73 acres, will be sold to the City of Pueblo, a Colorado Municipal Corporation.
The City intends to purchase the northern parcel for $600,000, with the land delivered graded and ready for development. The purpose of this acquisition is to position the site for future residential development by identifying qualified housing developers.

FINANCIAL IMPLICATIONS:

The City intends to use existing Capital Improvement General Funds allocated in the project account CI2510, Convergy's Site Development.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council can choose not to fund this project.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Northern Orman City Agreement
2. Northern Orman Earnest Money Promissory-4928-9566-0653-v2

ORDINANCE NO.

AN ORDINANCE APPROVING A PURCHASE AGREEMENT AND RELATED DOCUMENTS BETWEEN CIRCLE K STORES INC., A TEXAS CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, there exists a need for affordable housing in the City of Pueblo, a Colorado Municipal Corporation; and

WHEREAS, there exists a need to address blighted buildings in the City of Pueblo, a Colorado Municipal Corporation, and

WHEREAS, the City of Pueblo, a Colorado Municipal Corporation, has created, budgeted and appropriated a project account for the Convergy's Site Redevelopment; NOW, THEREFORE,

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

SECTION 1.

The City of Pueblo Affordable Housing Development Agreement between Circle K Stores Inc., a Texas Corporation, and the City of Pueblo, a Colorado Municipal Corporation, (the “Agreement”) for the purchase of property, and the associated documents, specifically the promissory note, (the “Documents”) copies of which are attached hereto and incorporated herein, having been approved as to form by the City Attorney, are hereby approved.

SECTION 2.

The $600,000.00 in funds are available in CI2510, Convergy's Site Development and will be dedicated to this Agreement and the associated project.

SECTION 3.

The Mayor is hereby authorized to execute the Agreement and the associated Documents as needed and upon closing of the transaction in the name and on behalf of the City of Pueblo, a Colorado Municipal Corporation, where the Mayor may execute the Agreement and Documents by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo, a Colorado Municipal Corporation.

SECTION 4.

The Mayor is hereby authorized to execute a purchase agreement when requested and in the name and on behalf of the City of Pueblo, a Colorado Municipal Corporation, by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo, a Colorado Municipal Corporation.

SECTION 5.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Agreement and Documents to effectuate the transactions described therein.

SECTION 6.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 7.

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

Action by City Council:

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

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

PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS
(NORTHERN & ORMAN – CITY LAND EXCHANGE)

City:	City of Pueblo, a Colorado municipal corporation 211 East D Street Pueblo, Colorado 81003 Attention: Ms. Beritt Odom Telephone: 719-553-2244 Facsimile: ___-___-____ E-Mail: bodom@pueblo.us
with a copy to:	City of Pueblo, a Colorado municipal corporation 1 City Hall Place, 3rd Floor Pueblo, Colorado 81003 Attention: Carla Sikes, City Attorney Telephone: 719-562-3896 Facsimile: ___-___-____ E-Mail: csikes@pueblo.us
Circle K:	Circle K Stores Inc., a Texas corporation 5500 South Quebec Street, Suite 100 Greenwood Village, Colorado 80111 Attention: Jon Douglas, Real Estate Development Manager Telephone: (720) 341-5246 E-Mail: jon.douglas@circlek.com
with a copy to:	Haynes and Boone, LLP 112 E. Pecan, Suite 2400 San Antonio, Texas 78205 Attention: George Hinchey Telephone: (210) 978-7415 E-Mail: George.hinchey@haynesboone.com
Escrow Agent:	Chicago Title of Texas, LLC Attention: Allyson Shirar 13737 Noel Rd., Suite 100 Dallas, Texas 75240 Telephone: (972) 619-4649 E-mail: Allyson.Shirar@ctt.com
Escrow #:	_____

City Property:	Approximately 10,000 square feet located at 819 West Northern Avenue, Pueblo, Colorado 81004, designated as County Assessor Parcel No. 1501319003, and legally described and/or generally depicted on **Exhibit "A"** (the "**City Land**"), together with all improvements and appurtenances thereto.
Acquisition Property:	Approximately 149,000 square feet located at 1228 East Orman Avenue, Pueblo, Colorado 81004, designated as County Assessor Parcel Nos. 1501319002 and 1501319001, and legally described and/or generally depicted on **Exhibit "B"** (the "**Acquisition Land**"), together with all improvements and appurtenances thereto.
Circle K Property:	Approximately 60,000 square feet located at 1228 East Orman Avenue, Pueblo, Colorado 81004, designated as County Assessor Parcel Nos. 1501319002 and 1501319001, and legally described and/or generally depicted on **Exhibit "C"** (the "**Circle K Land**"), together with all improvements and appurtenances thereto. For clarification purposes, the Circle K Land is a portion of the Acquisition Land.
Exchange Property:	Approximately 99,000 square feet located at 1228 East Orman Avenue, Pueblo, Colorado 81004, designated as County Assessor Parcel Nos. 1501319002 and 1501319001, and legally described and/or generally depicted on **Exhibit "C"** (the "**Exchange Land**"), together with all improvements and appurtenances thereto. For clarification purposes, the Exchange Land is a portion of the Acquisition Land.
Purchase Price:	The purchase price to be paid by City for the Exchange Property at Closing (as defined below) shall be Six Hundred Thousand and No/100 Dollars ($600,000.00).
Investigation Period:	Ninety (90) days from the Effective Date (as defined below).
Governmental Approval Period:	One Hundred Eighty (180) days from the expiration of the Investigation Period, subject to any applicable extensions.
Extension Periods:	Two (2) 60-day extensions of the Governmental Approval Period.
Acquisition Date:	The date as defined in Section 5.07.
Closing Date:	Thirty (30) days after the earlier of (i) expiration of the Governmental Approval Period or (ii) the Acquisition Date, provided, however, upon ten (10) days prior written notice, Circle K may cause the Closing Date to occur simultaneously with the Acquistion Date (for a simultaneous closing with the Acquisition Contract).

THE TERMS LISTED ABOVE ARE DEFINED TERMS THAT ARE REFERRED TO THROUGHOUT THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS.

RECITALS

A. City is the Owner of the City Property legally described and/or generally depicted on **Exhibit "A"**.

B. Circle K is currently negotiating the purchase of the Acquistion Property legally described and/or generally depicted on **Exhibit "B"**.

C. Subject to the successful acquisition by Circle K of the Acquisition Property in accordance with the terms of the Acquisition Contract (as defined below) and the terms and conditions hereof, Circle K desires to convey the Exchange Property legally described and/or generally depicted on **Exhibit "C"** to the City in exchange for (i) the City's payment of the Purchase Price (defined below) and (ii) the City's conveyance of the City Property to Circle K (as further described in Sections 1.02 and 1.03, the "**Exchange Transaction**").

ARTICLE I
AGREEMENT, EXCHANGE

Section 1.01. Agreement. This Purchase Agreement and Escrow Instructions (inclusive of all exhibits, this "**Contract**") will constitute a binding and effective agreement of City and Circle K effective as of the "**Effective Date**" (as defined in Section 1.04).

Section 1.02. Circle K Exchange. Subject to the terms and conditions set forth in this Contract and in consideration of the City's agreement in Section 1.03, Circle K agrees to convey to the City the Exchange Property, and the City hereby agrees to accept from Circle K the Exchange Property and pay the Purchase Price.

Section 1.03. City Exchange. Subject to the terms and conditions set forth in this Contract and in consideration of Circle K's agreement in Section 1.02, City agrees to convey to Circle K the City Property and Circle K hereby agrees to accept from City the City Property.

Section 1.04. Effective Date. The term "**Effective Date**" means the date upon which Escrow Agent has in its possession at least one fully executed original or electronic counterpart of this Contract and, by its execution below, accepts this Contract as its escrow instructions. Escrow Agent will indicate the date of the Effective Date on Escrow Agent's Acceptance attached at the end of this Contract.

Section 1.05. Close of Escrow. The completion of the Exchange Transaction and closing of the Escrow (referred to interchangeably as the "**Closing**" or the "**Close of Escrow**") will occur on or before the Closing Date or any earlier date agreed to between City and Circle K.

Section 1.06. Escrow Instructions. This Contract, including the "**Additional Escrow Instructions**" attached as **Exhibit "D"**, will constitute the sole escrow instructions to Escrow Agent, and no standard form escrow instructions of Escrow Agent will be used for this Escrow.

Section 1.07. Earnest Money and Purchase Price. City agrees to execute a promissory note in favor of Circle K in the amount of $25,000.00 and deposit the same with the Escrow Agent no later than five (5) days after execution of this Contract (the "**Earnest Money Promissory Note**"). The Earnest Money Promissory Note shall be in the form and substance of the attached Schedule 1.07 attached hereto and made part hereof for all purposes. Circle K agrees to deposit $25,000.00 with the Escrow Agent no later than five (5) days after the Effective Date (the "**CK Earnest Money**"). The City Earnest Money and the CK Earnest Money being collectively referred to herein as the "**Earnest Money**". If the Escrow closes, the City Earnest

Money Promissory Note will be cancelled and returned to the City. To consummate its purchase of the Exchange Property, City agrees to pay the Purchase Price to Circle K in cash ("**Closing Cash**") through Escrow on the Closing Date.

Section 1.08. AS IS CONDITION. Except as it relates to (i) City's representations and warranties as set forth in this Contract and (ii) matters set forth in the closing documents pursuant to the transaction contemplated herein to include, without limitation, the warranty of title contained in the Deed, Circle K acknowledges that it will be acquiring the City Property based solely upon its inspection and investigation of the City Property and that Circle K will be purchasing the City Property "AS IS" "WHERE IS" and "WITH ALL FAULTS" based upon the condition of the City Property as of the Effective Date. EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND ANY CLOSING DOCUMENTS PURSUANT TO THE TRANSACTIONS CONTEMPLATED IN THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, City's REPRESENTATIONS AND WARRANTIES IN SECTION 3.03), CITY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE CITY PROPERTY. THIS PROVISION SHALL SURVIVE CLOSING**.**

Except as it relates to (i) Circle K's representations and warranties as set forth in this Contract and (ii) matters set forth in the closing documents pursuant to the transaction contemplated herein to include, without limitation, the warranty of title contained in the Deed, City acknowledges that it will be acquiring the Exchange Property based solely upon its inspection and investigation of the Exchange Property and that City will be purchasing the Exchange Property "AS IS" "WHERE IS" and "WITH ALL FAULTS" based upon the condition of the Exchange Property as of the Effective Date. EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND ANY CLOSING DOCUMENTS PURSUANT TO THE TRANSACTIONS CONTEMPLATED IN THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, Circle K's REPRESENTATIONS AND WARRANTIES IN SECTION 3.04), CIRCLE K MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EXCHANGE PROPERTY. THIS PROVISION SHALL SURVIVE CLOSING**.**

Section 1.09. Release. IF CITY ELECTS TO ACQUIRE CIRCLE K'S INTEREST IN THE PROPERTY UNDER THE TERMS OF THIS CONTRACT, CITY, FOR ITSELF AND ITS AFFILIATES, ANY PERMITTED ASSIGNEE, ANY LENDER, AND ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, PARTNERS, MEMBERS, AGENTS, ATTORNEYS, CONSULTANTS, CONTRACTORS, ADVISORS, AND OTHER REPRESENTATIVES, AND THEIR RESPECTIVE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES, AND ASSIGNS, AGREES, EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND ANY CLOSING DOCUMENTS PURSUANT TO THE TRANSACTIONS CONTEMPLATED IN THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, CIRCLE K'S REPRESENTATIONS AND WARRANTIES IN SECTION 3.04), TO ACCEPT THE EXCHANGE PROPERTY AT THE CLOSING AS-IS, WHERE-AS WITH ALL FAULTS, AND WAIVE AND RELEASE ALL OBJECTIONS, SUITS, CAUSES OF ACTION, DAMAGES, LIABILITIES, LOSSES, DEMANDS, PROCEEDINGS EXPENSES AND CLAIMS AGAINST CIRCLE K (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) (COLLECTIVELY, "CLAIMS") ARISING FROM OR RELATED TO THE EXCHANGE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE EXCHANGE PROPERTY, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY EXIST OR ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH THE EXCHANGE PROPERTY (INCLUDING WITHOUT LIMITATION THE PHYSICAL, OPERATIONAL, ENVIRONMENTAL, AND STRUCTURAL CONDITION OF THE PROPERTY) OR ANY LAW OR REGULATION

APPLICABLE THERETO, INCLUDING WITHOUT LIMITATION ANY CLAIMS OR OTHER MATTERS RELATING TO THE USE, PRESENCE, DISCHARGE OR RELEASE OF HAZARDOUS MATERIALS ON, UNDER, IN, ABOVE OR ABOUT THE PROPERTY, EXCEPTING (A) ANY CLAIMS BY CITY AGAINST CIRCLE K FOR A BREACH OR DEFAULT (WHETHER OCCURRING PRIOR TO OR SUBSEQUENT TO CLOSING) UNDER THIS CONTRACT BY CIRCLE K AND (B) ANY CLAIMS BROUGHT BY A THIRD PARTY ARISING OUT OF CIRCLE K'S ACTS OR OMISSIONS WITH RESPECT TO THE EXCHANGE PROPERTY PRIOR TO CLOSING. CITY ACKNOWLEDGES AND AGREES THAT CIRCLE K HAS AGREED TO ENTER INTO THIS CONTRACT IN CONSIDERATION FOR AND IN RELIANCE UPON THE LIMITATIONS OF LIABILITY CONTAINED IN THIS CONTRACT, THAT THE TRANSACTION CONTEMPLATED HEREIN IS BASED IN PART ON SUCH LIMITATIONS OF LIABILITY, THAT THE PURCHASE PRICE IS BASED IN PART ON SUCH LIMITATIONS OF LIABLIITY, AND THAT CIRCLE K WOULD NOT HAVE AGREED TO EXECUTE THIS CONTRACT OR EXCHANGE THE EXCHANGE PROPERTY TO CITY ON TERMS THAT DID NOT INCLUDE SUCH LIMITATIONS OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND ANY CLOSING DOCUMENTS PURSUANT TO THE TRANSACTIONS CONTEMPLATED IN THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, CIRCLE K'S REPRESENTATIONS AND WARRANTIES IN SECTION 3.04), THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION EXTEND TO ALL CLAIMS OF ANY NATURE AND KIND WHATSOEVER, KNOWN OR UNKNOWN, SUSPECTED OR NOT SUSPECTED, AND, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, CITY WAIVES ANY PROVISIONS OF APPLICABLE LAW THAT OTHERWISE MAY LIMIT OR PROHIBIT SUCH WAIVERS AND RELEASES. THE PROVISIONS OF THIS SECTION WILL SURVIVE CLOSING OR ANY EARLIER TERMINATION OF THIS CONTRACT.

IF CIRCLE K ELECTS TO ACQUIRE CITY'S INTEREST IN THE PROPERTY UNDER THE TERMS OF THIS CONTRACT, CIRCLE K, FOR ITSELF AND ITS AFFILIATES, ANY PERMITTED ASSIGNEE, ANY LENDER, AND ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, PARTNERS, MEMBERS, AGENTS, ATTORNEYS, CONSULTANTS, CONTRACTORS, ADVISORS, AND OTHER REPRESENTATIVES, AND THEIR RESPECTIVE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES, AND ASSIGNS, AGREES, EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND ANY CLOSING DOCUMENTS PURSUANT TO THE TRANSACTIONS CONTEMPLATED IN THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, CITY'S REPRESENTATIONS AND WARRANTIES IN SECTION 3.03), TO ACCEPT THE CITY PROPERTY AT THE CLOSING AS-IS, WHERE-AS WITH ALL FAULTS, AND WAIVE AND RELEASE ALL OBJECTIONS, SUITS, CAUSES OF ACTION, DAMAGES, LIABILITIES, LOSSES, DEMANDS, PROCEEDINGS EXPENSES AND CLAIMS AGAINST CITY (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) (COLLECTIVELY, "CLAIMS") ARISING FROM OR RELATED TO THE CITY PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE CITY PROPERTY, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY EXIST OR ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH THE CITY PROPERTY (INCLUDING WITHOUT LIMITATION THE PHYSICAL, OPERATIONAL, ENVIRONMENTAL, AND STRUCTURAL CONDITION OF THE PROPERTY) OR ANY LAW OR REGULATION APPLICABLE THERETO, INCLUDING WITHOUT LIMITATION ANY CLAIMS OR OTHER MATTERS RELATING TO THE USE, PRESENCE, DISCHARGE OR RELEASE OF HAZARDOUS MATERIALS ON, UNDER, IN, ABOVE OR ABOUT THE PROPERTY, EXCEPTING (A) ANY CLAIMS BY CIRCLE K AGAINST CITY FOR A BREACH OR DEFAULT (WHETHER OCCURRING PRIOR TO OR SUBSEQUENT TO CLOSING) UNDER THIS CONTRACT BY CITY AND (B) ANY CLAIMS BROUGHT BY A THIRD PARTY ARISING OUT OF CITY'S ACTS OR OMISSIONS WITH RESPECT TO THE CITY PROPERTY PRIOR TO CLOSING. CIRCLE K ACKNOWLEDGES AND AGREES THAT CITY HAS AGREED TO ENTER INTO THIS CONTRACT IN CONSIDERATION FOR AND IN RELIANCE UPON THE LIMITATIONS OF

LIABILITY CONTAINED IN THIS CONTRACT, THAT THE TRANSACTION CONTEMPLATED HEREIN IS BASED IN PART ON SUCH LIMITATIONS OF LIABILITY, AND THAT CITY WOULD NOT HAVE AGREED TO EXECUTE THIS CONTRACT OR CITY THE EXCHANGE PROPERTY TO CIRCLE K ON TERMS THAT DID NOT INCLUDE SUCH LIMITATIONS OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND ANY CLOSING DOCUMENTS PURSUANT TO THE TRANSACTIONS CONTEMPLATED IN THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, CITY'S REPRESENTATIONS AND WARRANTIES IN SECTION 3.03), THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION EXTEND TO ALL CLAIMS OF ANY NATURE AND KIND WHATSOEVER, KNOWN OR UNKNOWN, SUSPECTED OR NOT SUSPECTED, AND, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, CIRCLE K WAIVES ANY PROVISIONS OF APPLICABLE LAW THAT OTHERWISE MAY LIMIT OR PROHIBIT SUCH WAIVERS AND RELEASES. THE PROVISIONS OF THIS SECTION WILL SURVIVE CLOSING OR ANY EARLIER TERMINATION OF THIS CONTRACT.

ARTICLE II
DUE DILIGENCE DOCUMENTS

Section 2.01. Title. Within five (5) days after the Effective Date, Escrow Agent will provide Circle K with a preliminary title report or title commitment for an ALTA extended owner's policy of title insurance for the City Property in the amount reasonably requested by Circle K and complete and legible copies of all instruments and documents referred to as exceptions to title, including a copy of the so-called vesting deed (collectively, the "**Circle K Report**"). The Circle K Report must be issued by Escrow Agent or an acceptable title insurance underwriter, must include all title requirements for closing, and must be dated with an effective date and time after the Effective Date. Within five (5) days after the Effective Date, Escrow Agent will provide City with a preliminary title report or title commitment for an ALTA extended owner's policy of title insurance for the Exchange Property in the amount reasonably requested by City and complete and legible copies of all instruments and documents referred to as exceptions to title, including a copy of the so-called vesting deed (collectively, the "**City Report**"). The City Report must be issued by Escrow Agent or an acceptable title insurance underwriter, must include all title requirements for closing, and must be dated with an effective date and time after the Effective Date.

Section 2.02. Survey. During the Investigation Period, Circle K, at Circle K's cost, shall cause to be prepared an ALTA/NSPS Land Title Survey ("**CK Survey**") of the Acquisition Property and City Property (which may be in the form of one survey of both properties). The Survey will be certified to Circle K, City, and Escrow Agent, and Circle K will cause a copy of the Survey to be delivered to City and Escrow Agent. The Survey will be the basis for determining the final legal description for the Circle K Property, the Exchange Property and the City Property. The parties acknowledge that the exact measurements of the Acquisition Property, the Exchange Property and the Circle K Property are to be determined during the Investigation Period and agreed upon by the parties in their commercially reasonable discretion.

Section 2.03. Environmental. During the Investigation Period, Circle K, at Circle K's cost, may cause to be prepared a Phase I Environmental Site Assessment and, if necessary or desirable, a Phase II report (collectively, the "**ESA**") of the Acquisition Property and the City Property in accordance with any current ASTM Standards. If prepared, Circle K will cause a copy of the ESA to be delivered to City and for the City to be an additional party certified in the ESA.

Section 2.04. Due Diligence Documents. Within five (5) days after the Effective Date, City will deliver to Circle K copies of all existing surveys, leases, environmental reports, water reports, soil tests, topography studies, archaeological tests, engineering reports, traffic studies, maintenance records, marketing studies, maintenance reports, appraisals, zoning reports, zoning stipulations, development agreements, cost estimates, infrastructure plans, licenses, tax abatement agreements, revenue sharing arrangements, and

similar records relating to the City Property that were delivered to or performed by or for City or its affiliates and/or that are in the possession of, or are readily available to, City, its agents, or its affiliates (collectively, the "**Due Diligence Documents**"). The Investigation Period shall be automatically extended one (1) day for each day that delivery of the Due Diligence Documents is delayed beyond the five (5) day period set forth above.

Section 2.05. Exchange Diligence Documents. Within five (5) days after receipt, Circle K will deliver to City copies of any due diligence related documents received by Circle K under the Acquisition Contract (collectively, the "**Exchange Diligence Documents**"). In all instances, the Exchange Diligence Documents are provided as an accommodation to City and are provided without warranty for accuracy or completeness of any kind and are delivered AS-IS, WHERE-IS and with all FAULTS. City acknowledges and agrees that City will rely solely upon City's due diligence investigation and City's experience, expertise and subjective good faith judgment as to all such matters. Furthermore, City hereby releases Seller and the Acquisition Contract Seller from any claims related to the accuracy of such information in the Exchange Diligence Documents provided to the City, and City further waives any claims related to or arising from the City's reliance on such Exchange Diligence Documents.

ARTICLE III
INTERIM CITY OBLIGATIONS AND REPRESENTATIONS

Section 3.01. Interim Acts of City and Circle K. City with respect to the City Property and Circle K with respect to the Exchange Property, each agree as to the respective property that, from the Effective Date until the Closing or earlier termination of this Contract, without the prior written consent of the other party, they will not (except as may be set forth in the Acquisition Contract as it relates to the Acquisition Property, to include, without limitation, the Exchange Property): (a) enter into any lease or other oral or written agreement affecting their respective property, (b) permit any modifications or additions to their respective property (including, but not limited to, changing the native grade of such property), (c) grant any easements or other encumbrance with respect to their respective property, and/or (d) allow any liens to attach to their respective property before the Closing.

Section 3.02. Work on Property. To the extent that there is any work performed on the City Property by City, City's agents, or independent contractors engaged by City prior to the Closing, all invoices, liens, and/or payment requests will be paid in full by City by no later than the Closing. If requested by Circle K or Escrow Agent, City will deliver unconditional lien releases to Circle K and Escrow Agent for all work performed by City, City's agents, or any independent contractor engaged by City.

Section 3.03. Representations and Warranties of City. City represents and warrants to Circle K as follows:

(a) City is the owner of marketable fee simple title to the City Property. The City Property has access to one or more public roadways.

(b) To City's knowledge, except as disclosed in the Due Diligence Documents, the City Property is not now being used and, to City's knowledge, has not previously been used for the generation, transportation, treatment, storage, or disposal of any hazardous or toxic wastes or substances that are subject to regulation under any federal, state, or local laws or regulations ("**Hazardous Waste Laws**"). To City's knowledge, except as disclosed in the Due Diligence Documents, there have been no past or current releases or substantial threats of a release of a hazardous or toxic waste or substance from or unto the City Property that are or may be subject to regulation under the Hazardous Waste Laws.

(c) To City's knowledge, there are no intended public improvements that will or could result in any charges being assessed against the City Property and that will or could result in a lien or encumbrance upon the City Property or its owners.

(d) To City's knowledge, there is no pending or contemplated condemnation or taking by inverse condemnation of all or any portion of the City Property by any Governmental Authorities.

(e) The act of entering into this Contract and the completion of this transaction will not in any way violate any agreements to which City is a party or any laws to which City is subject.

(f) This Contract has been duly authorized and executed on City's behalf and constitutes the valid and binding agreement of City, enforceable in accordance with its terms. City is not prohibited from consummating this transaction by the terms of its governing document or any judicial or governmental order or stay.

(g) Other than this Contract, City has not entered into any written or oral agreement or option under which City is or could become obligated to sell or dedicate all or any portion of the City Property and City will not enter into this type of agreement or option with respect to the City Property during the term of the Escrow.

(h) To City's knowledge, there are no wells, drilling holes, wellheads, or underground storage tanks located on or under the surface of the City Property.

(i) City has not entered into any oral or written agreement with any third party that would subject the Property to any land use regulation, restriction, condition, or stipulation.

(j) To City's knowledge, there are no parties in adverse possession of the City Property, and no party uses or is in possession of the City Property other than City.

(k) City is not a Prohibited Person[1] as defined in the USA PATRIOT Act, Public Law 107-56, as amended.

(l) The City Property is not subject to any land use regulation, restriction, condition or stipulation that may be imposed by any oral or written agreement between City and any third

[1] A "**Prohibited Person**" shall mean any person, organization, or entity: (i) listed in the Annex to, or is otherwise subject to, the provisions of Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "**Executive Order**"); (ii) owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) with whom a party is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering legal requirements, including the PATRIOT Act and the Executive Order; (iv) that commits, threatens, or conspires to commit or supports "**terrorism**" as defined in the Executive Order; (v) that is named as a "specifically designated national" or "blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, http://www.treas.gov/offices/eotffc/ofac/sdn, or at any replacement website or other replacement official publication of the list or is named on any other U.S. or foreign government or regulatory list maintained for the purpose of preventing terrorism, money laundering, or similar activities; (vi) that is covered by IEEPA, OFAC, or any other law, regulation, or executive order relating to the imposition of economic sanctions against any country, region, or individual pursuant to United States law or United Nations resolution; or (vii) that is an affiliate (including any principal, officer, immediate family member, or close associate) of a person or entity described in one or more of the above clauses of this definition of Prohibited Person.

party that would prevent or impair Circle K's contemplated development and operation of the City Property.

(m) The City Property is zoned B-4 by the City/Town of Pueblo, Colorado and there are no stipulations or restrictions against the use and development of the City Property as a convenience store.

(n) The City Property is not subject to any lease or occupancy license that would give anyone other than Circle K the right to use or occupy the City Property after the Closing Date.

All City representations and warranties contained in this Contract are true on and as of the Effective Date, will be true on and as of the Close of Escrow, and will survive the Close of Escrow and the execution, delivery, and recordation of the conveyancing deed. Should City, at any time after the Effective Date and prior to Closing, learn that any of the foregoing representations and warranties are no longer true and correct, City shall promptly notify Circle K of such fact, stating with specificity the nature and extent to which City's representations and warranties have changed. Any breach of the warranties or representations made to City by Circle K under this Contract shall be deemed an Event of Default under Section 8.05 herein, and shall be subject to Circle K's remedies as set forth therein.

Section 3.04. Circle K Representations and Warranties. Circle K represents and warrants to City as follows:

(a) Circle K has the full power to execute, deliver, and carry out the terms and provisions of this Contract and has taken all necessary action to authorize the execution, delivery, and performance of this Contract;

(b) The execution and delivery of this Contract is not prohibited by, will not conflict with, constitute grounds for termination of, or result in the breach of any agreements or instruments to which Circle K is now a party or by which it is bound, or any order, rule, or regulation of any court or any other governmental agency or official; and

(c) Circle K has provided the Exchange Diligence Documents as provided to Circle K under the Acquisition Contract.

(d) This Contract constitutes the valid and binding agreement of Circle, enforceable in accordance with its terms, subject to the provisions of Sections 5.06 and 5.07 below.

ARTICLE IV
TITLE AND SURVEY CONTINGENCY

Section 4.01. Title and Survey Matters.

(a) Notwithstanding anything to the contrary in this Contract and without the need to make any formal written objections, Circle K objects to and City shall deliver the City Property free of: (i) all deeds of trust and/or mortgages and any ancillary encumbrances, including but not limited to, assignments of leases and rents and UCC-1 financing statements; (ii) any restrictions prohibiting use of the Property as or for a convenience store, for the sale of motor vehicle fuels, and/or any restrictions on hours of operation; (iii) all judgment liens, mechanic's liens, notices of lis pendens, tax liens, attachments, and any other matters evidencing monetary encumbrances (other than liens for non-delinquent property taxes); and (v) notices of lease, possession, or occupancy rights to all or part of the Property. In the event the Circle K Report identifies any such

encumbrances and City does not remove such encumbrances or does not commit to such removal on or before Closing, then at any time thereafter, Circle K may terminate this Contract and in such instance the CK Earnest Money shall be returned to Circle K and the City Earnest Money shall be returned to City and the parties shall owe no further duty to each other save and except those which survive Closing. If Circle K fails to terminate and proceeds to Closing, then such conveyance of the City Property will be made subject to such encumbrances.

(b) Notwithstanding anything to the contrary in this Contract and without the need to make any formal written objections, City objects to and Circle K shall deliver the Exchange Property free of: (i) all deeds of trust and/or mortgages and any ancillary encumbrances, including but not limited to, assignments of leases and rents and UCC-1 financing statements; (ii) all judgment liens, mechanic's liens, notices of lis pendens, tax liens, attachments, and any other matters evidencing monetary encumbrances (other than liens for non-delinquent property taxes); (iii) any options or rights of purchase or first refusal; and (iv) notices of lease, possession, or occupancy rights to all or part of the Property. In the event the City Report identifies any such encumbrances and Circle K does not remove such encumbrances or does not commit to such removal in writing on or before Closing, then at any time thereafter, City may terminate this Contract and in such instance the CK Earnest Money shall be returned to Circle K and the City Earnest Money shall be returned to City and the parties shall owe no further duty to each other save and except those which survive Closing. If City fails to terminate and proceeds to Closing, then such conveyance of the Exchange Property will be made subject to such encumbrances.

ARTICLE V
OTHER CIRCLE K CONTINGENCIES

Section 5.01. Circle K Investigations. Circle K will have until the end of the Investigation Period within which to conduct and consider any feasibility studies, physical inspections, environmental testing, due diligence investigations, economic studies, marketing reports, utility studies, soil tests, other tests or investigations, or any other matter concerning the City Property (collectively, the "**Circle K Investigations**") deemed necessary by Circle K, in its sole discretion, to determine the economic, physical, developmental, and operational feasibility of Circle K's purchase of the City Property. Circle K's obligation to consummate the transaction contemplated herein is conditioned on Circle K's approval of the results of the Circle K Investigations and the Due Diligence Documents, in Circle K's sole discretion. Circle K has the absolute right to terminate this Contract for any reason during the Investigation Period, and shall not be obligated to close the transaction for the consummation of the transaction contemplated herein unless Circle K delivers to City, prior to the end of the Investigation Period, written notice that Circle K has waived its right to terminate this Contract pursuant to this Section 5.01 (the "**Exercise Notice**"). The date on which Circle K delivers the Exercise Notice to City (so long as it is delivered on or prior to the end of the Investigation Period) is referred to herein as the "**Going Forward Date**" and the Investigation Period shall end on the Going Forward Date. If Circle K fails to timely deliver the Exercise Notice to City prior to the expiration of the Investigation Period, then this Contract shall immediately terminate at 11:59 p.m. local time at the City Property on the last day of the Investigation Period and both parties shall be fully released herefrom, except as otherwise expressly provided in this Contract, as of 11:59 p.m. local time at the City Property on the last day of the Investigation Period; provided, however, the CK Earnest Money shall be returned to Circle K and the City Earnest Money shall be returned to City.

Section 5.02. Right of Entry. City grants to Circle K and Circle K's agents, employees, and contractors the right to enter upon the City Property, at all reasonable times during the term of this Escrow, to conduct any Circle K Investigations. City agrees (at no cost to City) to cooperate in a reasonable manner with Circle K and its agents, employees, and contractors in the performance of the Circle K Investigations. To the extent Circle K damages or disturbs the City Property, Circle K will return the City Property to

substantially the same condition that existed immediately prior to the Circle K Investigations. Circle K agrees to indemnify, defend, and hold City harmless for, from, and against any claim, damage, liability, cost (including reasonable court costs and attorney fees), or loss for property damage or bodily injury arising as a direct consequence of Circle K Investigations, excluding any conditions which previously existed upon the City Property. This inspection indemnity of Circle K will survive the cancellation of this Contract and Escrow and the Closing.

Section 5.03. Credits. City is not aware of any City credits, including impact fee credits, tap fee credits, or any other credits related to the demolition or improvements on the Acquisition Property but to extent such City credits exist (whether such exist as of the Effective Date or arise after the Effective Date by virtue of the demolition of the improvements on the Acquisition Property), agrees that such City credits will inure to the benefit of Circle K. The provisions of this Section 5.03 shall survive Closing and delivery of the deeds.

Section 5.04. Entitlement Approvals.

(a) Circle K's obligation to close this Escrow and consummate the purchase of the Property is conditioned upon Circle K's ability to obtain from the applicable Governmental Authorities on or before the expiration of the Governmental Approval Period, all necessary final and written permits and approvals necessary for Circle K to develop and operate the City Property (together with the Circle K Property) as a convenience store (including, at Circle K's election, a quick serve restaurant and/or a car wash) selling alcoholic beverages, motor vehicle fuels, and lottery tickets (or other allowable gaming), including, without limitation, any zoning changes, zoning variances, Circle K's Site Plan approvals, use permits, liquor licenses, special use permits, gaming license, beer and wine license, subdivision approvals, lot divisions, other land use entitlements and building permits and approvals necessary for Circle K's intended development of the City Property (together with the Circle K Property), subject to only those conditions, stipulations, costs and other matters as are acceptable to Circle K in its sole and absolute discretion (collectively, the "**Entitlement Approvals**"). If Circle K delivers notice to City on or before the expiration of the Governmental Approval Period, as may be extended by Circle K, that Circle K has been unable to obtain any of the Entitlement Approvals Circle K desires or which may otherwise be required, then this Contract and the Escrow will be immediately deemed cancelled, and the cancellation will be governed by the provisions of Section 5.10.

(b) Intentionally Omitted.

(c) City will cooperate in all reasonable respects with Circle K in applying for and obtaining the Entitlement Approvals, but all costs for any applications will be solely those of Circle K.

(d) Circle K may extend the Governmental Approval Period for the Extension Periods by notifying City and Escrow Agent in writing prior to the expiration of the then-applicable Governmental Approval Period and depositing with Escrow Agent the Extension Deposit within five (5) days after the commencement of such Extension Period.

Section 5.05. Intentionally Omitted.

Section 5.06. Management Approval. This transaction is subject to the approval of Circle K's (or its corporate parent's) senior management and/or Board of Directors ("**Management Approval**"). Circle K shall use reasonable efforts to obtain Management Approval no later than the expiration of the Governmental

Approval Period. In the event Management Approval is not received, then Circle K may terminate this Contract and such termination shall be governed by the terms of Section 5.10.

Section 5.07. Contingent Closing. City acknowledges that Circle K is currently in negotiations for the acquisition of the Acquisition Property by way of a purchase and sale agreement with the existing owner of the Acquisition Property (the "**Acquisition Contract**"). In the event that Circle K does not enter into the Acquisition Contract on or before the expiration of the Investigation Period, then this Contract shall automatically terminate and such termination shall be governed by the terms of Section 5.10. City further acknowledges that Circle K is under no duty to acquire the Acquisition Property and this Contract and the transaction contemplated herein is subject to Circle K acquiring such Acquisition Property. In the event Circle K enters into the Acquisition Contract but does not acquire the Acquisition Property for any reason whatsoever, then, notwithstanding anything in this Contract to the contrary, this Contract shall immediately terminate and such termination shall be governed by the terms of Section 5.10. In the event Circle K acquires the Acquisition Property, such date of acquisition shall be referred to herein as the "**Acquisition Date**".

Section 5.08. Intentionally Omitted.

Section 5.09. Intentionally Omitted.

Section 5.10. Failure of Condition. If Circle K properly provides written notice of its election to cancel this Contract and the Escrow, the cancellation will be immediate, neither City nor Circle K will have any further obligation or responsibility to the other to perform under this Contract; provided, however the Title Company shall immediately refund the CK Earnest Money to Circle K and the City Earnest Money to City. Circle K's failure to timely deliver a written notice of cancellation for a failure of any of the contingencies described above will be deemed a waiver of Circle K's right to cancel this Contract for a failure of that condition.

ARTICLE VI
CLOSING

Section 6.01. Non-Foreign Affidavit. At the Closing, each party shall deliver to the other a sworn affidavit stating, under penalty of perjury, that such party is not a "foreign person" as defined in the Internal Revenue Code of 1986, as amended ("**Code**").

Section 6.02. City Other Properties.

(a) At the Closing, if City directly owns or leases other real property or acquires/leases other real property within 10 years from the date of Closing (excluding the City Property but including the Exchange Property), any part of which is closer than 1/4 mile to any part of the Circle K Property (called the "**Burdened Property**"), City, at Closing, will execute and cause to be recorded against the Burdened Property a declaration of restrictions, running with the land in form and substance satisfactory to Circle K, containing the following use restrictions and protections for Circle K and the Circle K Property:

> No part of the Burdened Property will be used as a (i) fueling facility; (ii) car wash; (iii) mobile food truck; (iv) store, kiosk or retail facility selling items typically sold in a convenience store (including, without limitation, coffee, cigarettes, beer/wine/liquor and lottery tickets, and/or (iv) "convenience store" as commonly known in the retail trade in the state of Colorado as of the date hereof, including without limitation such stores operated by such operators of convenience stores as Circle K (or its affiliates), 7-11, ARCO ampm, or QuikTrip (collectively, the "**Convenience Store Restrictions**").

(b) Notwithstanding anything to the contrary in this Contract, Circle K will have the right to enforce any violation of the above declaration by any remedy available at law or in equity, including the right to injunctive relief without the necessity of posting a bond.

Section 6.03. Closing Deliveries. City, on the Closing Date, will deposit with Escrow Agent (for disbursement to Circle K) the Closing Cash and (for recordation, if applicable, and delivery to Circle K): a special warranty deed for the City Property in the form (and compliant with local requirements) as is substantially attached as **Exhibit "E"**, subject to those title and/or survey matters in the Circle K Title Report (the "**Deed**"), the declaration required in Section 6.02, a bill of sale for any personal property located on the City Property, an assignment of any transferable permits, licenses, warranties, and entitlements related to the City Property (if Circle K elects to do so in a separate document), the declaration of restrictions contemplated in Section 6.02 above, and the Tax Proration Agreement (as defined below), such other documents and instruments as may be required by applicable law, and all resolutions and authorizations required by Escrow Agent to insure City's authority and ability to sell the City Property. Circle K, on the Closing Date, will deliver to Escrow Agent (for disbursement to City) a special warranty deed for the Exchange Property in the form (and compliant with local requirements) as is substantially attached as **Exhibit "E"**, subject to those title and/or survey matters in the City Title Report (the "**Deed**"), a bill of sale for any personal property located on the Exchange Property, an assignment of any transferable permits, licenses, warranties, and entitlements related to the Exchange Property (if City elects to do so in a separate document), and all resolutions and authorizations required by Escrow Agent to insure Circle K's authority and ability to acquire the Property. In addition, upon Closing, Escrow Agent shall return to City the Earnest Money Promissory Noted marked "cancelled"without further instruction from either Circle K or City.

Section 6.04. Possession. City must deliver exclusive physical possession of the City Property to Circle K at Close of Escrow, subject only to those matters in the Circle K Title Report. Circle K must deliver exclusive physical possession of the Exchange Property to City at Close of Escrow, subject only to those matters in the City Title Report and the Remediation Escrow Agreement.

Section 6.05. Accuracy of Warranties. Circle K's obligation to purchase the Property is conditioned upon the truth and accuracy, in all material respects, of City's warranties and representations made under this Contract. City will indemnify, defend, and as of the Closing Date hold harmless Circle K for, from, and against any claims, expenses, liabilities, losses, liens, damages, and costs, including attorney fees in a reasonable amount, arising out of any inaccurate or untrue warranties and representations made by City. City's participation in this transaction is conditioned upon the truth and accuracy, in all material respects, of Circle K's warranties and representations made under this Contract. Circle K will indemnify, defend, and hold harmless City for, from, and against any claims, expenses, liabilities, losses, liens, damages, and costs, including attorney fees in a reasonable amount, arising out of any inaccurate or untrue warranties and representations made by Circle K. The indemnification obligations above will survive the Closing and the execution, delivery and recordation of the Deed.

Section 6.06. Title Policy. Circle K's obligation to purchase the City Property is conditioned upon Escrow Agent's issuance of (or the unconditional written commitment of Escrow Agent to issue) an ALTA Extended Owner's Policy of Title Insurance ("**CK Title Policy**") in an insured amount equal to a reasonable amount approved by the Escrow Agent effective no earlier than the actual Closing Date and insuring Circle K's fee simple title to the Property, subject only to those matters in the Circle K Report. City's obligation to purchase the Exchange Property is conditioned upon Escrow Agent's issuance of (or the unconditional written commitment of Escrow Agent to issue) an ALTA Extended Owner's Policy of Title Insurance ("**City Title Policy**") in an insured amount a reasonable amount approved by the Escrow Agent effective no earlier than the actual Closing Date and insuring City's fee simple title to the Exchange Property, subject only to those matters in the City Report.

ARTICLE VII
CLOSING PRORATIONS AND COSTS

Section 7.01. Real Estate Taxes and Assessments.

Ad valorem and similar taxes and assessments for the year in which Closing occurs relating to the City Property and the Exchange Property shall be prorated as of the Closing Date, as follows (which provisions shall survive Closing):

(1) City shall be responsible for (A) all such taxes and assessments attributable to the period prior to Closing related to the City Property and (B) all such taxes and assessments attributable to the period from and after the Closing Date related to the Exchange Property. City agrees to indemnify, defend and hold Circle K harmless from and against all liabilities, losses, claims, demands, costs, damages, judgments and expenses (including, without limitation, reasonable attorneys' fees incurred to enforce this indemnity) arising out of or in connection with City's failure to pay taxes and assessments attributable to the period prior to Closing related to the City Property.

(2) Circle K shall be responsible for (A) all such taxes and assessments attributable to the period prior to Closing related to the Exchange Property and (B) all such taxes and assessments attributable to the period from and after the Closing related to the City Property. Circle K agrees to indemnify, defend and hold City harmless from and against all liabilities, losses, claims, demands, costs, damages, judgments and expenses (including, without limitation, reasonable attorneys' fees incurred to enforce this indemnity) arising out of or in connection with Circle K's failure to pay taxes and assessments attributable to the period prior to Closing related to the Exchange Property.

(3) If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax rate is fixed for the year in which Closing occurs, City and Circle K agree to adjust the proration of taxes and, if necessary, to refund or pay (as the case may be) such sums as shall be necessary to effect such adjustment.

(4) Notwithstanding anything to the contrary herein, City shall be responsible for any rollback taxes and any tax assessment of the City Property due to changes in land usage or ownership. Notwithstanding anything to the contrary herein, Circle K shall be responsible for any rollback taxes and any tax assessment of the Circle K Property due to change in land usage or ownership.

Section 7.02. Title Insurance. Each party will pay for their own title insurance policy.

Section 7.03. Closing Costs. All costs and expenses of closing, including recording and escrow fees and charges, are to be allocated between City and Circle K in the manner contemplated by this Contract or, if not dealt with under this Contract, according to the custom and practice of Escrow Agent. City agrees that all closing costs and any other sums required to be paid by City will be paid in full at Closing. Each party agrees to pay its own attorney fees in connection with Closing. All prorations that are required to be made under this Contract will be made as of the 12:01 a.m. on the date of Closing on the basis of a 365-day year.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.01. Notices. Except as otherwise required by law, any notice required under this Contract must be in writing and must be given either: (i) by personal delivery; (ii) by United States certified mail, return-receipt requested, postage prepaid, and properly addressed; (iii) by any private overnight, "same day", or "next-day" delivery service, delivery charges prepaid with proof of receipt; or (iv) by email or facsimile. Notice sent in any of the manners set forth above must be addressed or sent to City, Circle K, and/or Escrow Agent at the addresses set forth on the first page of this Contract. Any party may change its address for the purposes of delivery and receipt of notices by advising all other parties in writing of the change. Notice delivered in one of the foregoing manners will be deemed to be received: (I) on the date of delivery, if personally delivered; (II) on the date that is three days after deposit in the United States mail, if given by certified mail; (III) on the business day following the day deposited with an express delivery service, if given by overnight, "same day", or "next-day" delivery service, or (IV) the date of transmittal, if given by electronic mail or facsimile machine or telecopy. No notice will be deemed effective unless sent in one of the manners described above.

Section 8.02. Broker's Commission. Each party represents and warrants to the other that it has not engaged or dealt with any other broker or any other person who would be entitled to any brokerage commission concerning this purchase of the Property. Each party agrees to indemnify and hold the other entirely free and harmless for, from, and against any loss, damage, liability, or expense (including, without limitation, attorney fees) arising from any claim by any broker or any other person for brokerage commissions because of any act or omission of such party or its representatives. Each party further agrees to defend the other at its sole cost and expense from any claims. As used in this Contract, the term "**broker**" will refer to any real estate broker, salesperson, agent, listing agent, finder, or any other person entitled to a commission, and the term "**commission**" will refer to any brokerage, advisory, or finder's fees or commissions. The brokerage indemnity ("**Brokerage Indemnity**") referred to in this Section 8.02 will survive the cancellation or termination of this Contract and the related Escrow (and will be enforceable against the indemnifying party notwithstanding anything in this Section 8.02 to the contrary) and the Close of Escrow**.**

Section 8.03. Circle K's & City's Right to Nominate and Assign. Circle K, by written notice to City and Escrow Agent, may assign its interest in this Contract, this Escrow, and the Property to a nominee or assignee. Upon any assignment, the nominee or assignee will be deemed the "**Circle K**" for all purposes and the original or previous Circle K, upon the assignment, will be relieved of all obligations under this Contract and the Escrow, except for the acts of that person or entity prior to the nomination. City, by written notice to Circle K and Escrow Agent, may assign its interest in this Contract, this Escrow, and the Property to a nominee or assignee. Upon any assignment, the nominee or assignee will be deemed the "**City**" for all purposes and the original or previous City, upon the assignment, will be relieved of all obligations under this Contract and the Escrow, except for the acts of that person or entity prior to the nomination. The foregoing notwithstanding, City shall not assign all or a portion of this Contract to any competitor of Circle K, for example, but not limitation "7-11", "ARCO ampm", "QuickTrip", "Buckeyes", "WaWa", or any other convenience store owner/operator.

Section 8.04. Risk of Loss. All risk of loss, damage, or taking of the City Property that may occur prior to Close of Escrow will be borne by City. If any loss, damage, or taking occurs prior to Close of Escrow, Circle K, at Circle K's sole option and by written notice to City and Escrow Agent, will be entitled to cancel this Contract and the related Escrow. All risk of taking related to the Exchange Property that may occur prior to the Close of Escrow will be borne by Circle K. If any taking occurs prior to the Close of Escrow, City, at City's sole option and by written notice to Circle K and Escrow Agent, will be entitled to cancel this Contract and the related Escrow. In the event of a termination by either party pursuant to this

Section 8.04, the CK Earnest Money shall be returned to Circle K and the City Earnest Money shall be returned to City.

Section 8.05. City's Default. City shall be deemed to be in default under this Contract if City: (i) breaches its representations or warranties under this Contract as set forth in Section 3.03 hereof; (ii) fails to perform any of its obligations or covenants under this Contract for any reason other than Circle K's prior default or the permitted termination of this Contract by City or Circle K as herein expressly provided, or (iii) fails or refuses to comply in a timely manner with any of its obligations under this Contract or at the Closing (each referred to as an "***Event of Default***"). If there is an Event of Default by City hereunder and City fails to cure such Event of Default within five (5) days after receipt of written notice from Circle K specifying the default, then Circle K may, as its sole and exclusive remedies either: (a) terminate this Contract by giving City timely written notice of such election prior to or at the Closing, and thereupon this Contract shall terminate, and Circle K shall be entitled to the immediate return of the Earnest Money, and all parties hereto or mentioned herein shall be relieved and released of all further obligations, claims and liabilities hereunder; or (b) waive, prior to or at the Closing, the applicable objection or condition and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof. No limitation herein on any remedies that Circle K may elect as the result of a failure by City to consummate the sale of the Property to Circle K pursuant to this Contract shall be applicable in any manner with respect to any cause of action that Circle K may have against City for a breach of any of City's representations or warranties in this Contract or any covenant of City in this Contract other than the covenant to convey the City Property to Circle K at Closing. The foregoing provisions shall not modify Circle K's right to recover its fees and costs in enforcing this Contract as provided in Section 8.08.

Section 8.06. Circle K's Default. Circle K shall be deemed to be in default under this Contract if Circle K: (i) breaches its representations or warranties under this Contract as set forth in Section 3.04 hereof; (ii) fails to perform any of its obligations or covenants under this Contract for any reason other than City's prior default or the permitted termination of this Contract by Circle K or City as herein expressly provided, or (iii) fails or refuses to comply in a timely manner with any of its obligations under this Contract or at the Closing (each referred to as an "***Event of Default***"). If there is an Event of Default by Circle K hereunder and Circle K fails to cure such Event of Default within five (5) days after receipt of written notice from City specifying the default, then City may, as its sole and exclusive remedies either: (a) terminate this Contract by giving Circle K timely written notice of such election prior to or at the Closing, and thereupon this Contract shall terminate, and City shall be entitled to the immediate return of the Earnest Money, and all parties hereto or mentioned herein shall be relieved and released of all further obligations, claims and liabilities hereunder; or (b) waive, prior to or at the Closing, the applicable objection or condition and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof. No limitation herein on any remedies that City may elect as the result of a failure by Circle K to consummate the sale of the Property to City pursuant to this Contract shall be applicable in any manner with respect to any cause of action that City may have against Circle K for a breach of any of Circle K's representations or warranties in this Contract or any covenant of Circle K in this Contract other than the covenant to convey the Exchange Property to City at Closing. The foregoing provisions shall not modify City's right to recover its fees and costs in enforcing this Contract as provided in Section 8.08.

The parties acknowledge that it is impossible to more precisely estimate the specific damage that would be suffered by a party due to the other party defaulting hereunder or breaching this Contract, and the parties expressly acknowledge and intend that the forfeiture of such party's portion of the Earnest Money is an agreed and negotiated provision for liquidated damaged and not a penalty.

Section 8.07. Waiver of Consequential Damages. Each party hereby waives the right to seek and to recover any incidental, consequential, exemplary, extraordinary or punitive damages as a result of the breach by the other party of any of the provisions hereof.

Section 8.08. Attorney Fees. If there is any litigation or arbitration between City and Circle K to enforce or interpret any provisions or rights of this Contract, the unsuccessful party in the litigation or arbitration, as determined by the court or arbitrator, agrees to pay the successful party, as determined by the court or arbitrator, all costs, legal fees, and expenses (through trial and appeal), including, but not limited to, attorney fees incurred by the successful party in a reasonable amount.

Section 8.09. Waiver of Conditions. Except as otherwise provided in this Contract regarding any deemed waivers for a failure to promptly act or elect, Circle K's contingencies or conditions precedent may be waived only by Circle K, and any waiver by Circle K may be done only in a writing signed by Circle K.

Section 8.10. Governing Law. This Contract will be governed by and construed and enforced in accordance with the laws of the state which the Property is located. Any action brought to interpret, enforce, or construe any provision of this Contract must be maintained in a court of competent jurisdiction for the county in which the Property is located (the "**County**") or in the United States federal judicial district for the County. All parties irrevocably consent to this jurisdiction and venue and agree not to transfer or remove any action commenced in accordance with this Contract.

Section 8.11. Construction. The terms and provisions of this Contract represent the results of negotiations between City and Circle K, neither of which have acted under any duress or compulsion, whether legal, economic, or otherwise. Consequently, the terms and provisions of this Contract should be interpreted and construed in accordance with their usual and customary meanings, and City and Circle K each waive the application of any rule of law that states that ambiguous or conflicting terms or provisions are to be interpreted or construed against the party whose attorney prepared the Contract or any earlier draft of the Contract.

Section 8.12. Interpretation. The terms of this Contract supersede all prior and contemporaneous oral or written agreements and understandings of Circle K and City, all of which will be deemed to be merged into this Contract. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Contract and the terms and provisions of any document, instrument, letter, or other agreement executed in connection with or in furtherance of this Contract, the term, provision, document, instrument, letter, or other agreement will be consistently interpreted in a manner as to give effect to the general purposes and intention as expressed in this Contract.

Section 8.13. Counterparts. This Contract and any amendments may be executed in any number of original or facsimile counterparts, each of which will be effective on delivery and all of which together will constitute one binding agreement of the parties. Any signature page of the Contract may be detached from any executed counterpart of the Contract without impairing the legal effect of any signatures and may be attached to another counterpart of the Contract that is identical in form to the document signed (but that has attached to it one or more additional signature pages).

Section 8.14. Severability. If any one or more of the provisions of this Contract or the applicability in any provision to a specific situation is held to be invalid or unenforceable, the provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Contract and all other applications of the provisions will not be affected by any such invalidity or unenforceability.

Section 8.15. Miscellaneous Definitions and Standards. The term "**sole discretion**" means that the act or decision of the party may be made in the party's independent and individual choice of judgment, without regard to any objective or other standard of consideration. Except for those acts or decisions that may be made in a party's "sole discretion", all acts or decisions of any party to this Contract must be exercised with reasonable discretion. The term "**will**" denotes a mandatory obligation, and the term "**may**"

is a permissive word denoting an option. All references in this Contract to the "**Escrow Agent**" will be deemed to include the applicable title insurance underwriter for the Title Policy.

Section 8.16. Time is of the Essence. Time is of the essence in the performance of all obligations under this Contract. In calculating any time period under the Contract which commences upon the receipt of any notice, request, demand, or document, or upon the happening of any event, the date upon which the notice, request, demand, or document is received or the date the event occurs (or is deemed to have occurred) is not included within the applicable time period, but the applicable time period will commence on the day immediately following. If the time for performance of any obligation or for taking any action under the Contract expires on a Saturday, Sunday, or Standard Federal Reserve Bank Holiday, the time for performance or for taking action will be extended to the next succeeding day which is not a Saturday, Sunday, or Standard Federal Reserve Bank Holiday and during which Escrow Agent is open for business.

Section 8.17. IRS Real Estate Sales Property. Escrow Agent is designated as the "**Reporting Person**" within the meaning of Treasury Regulation Section 1.6045-4(e)(5) with respect to the closing of the transactions contemplated by the Contract. Escrow Agent acknowledges that it is an eligible person for reporting this transaction under Treasury Regulation Section 1.6045-4(e)(5)(ii) and agrees: (i) to comply on a timely basis with all reporting and filing requirements of Internal Revenue Code Section 6045(e); and (ii) to utilize the information in this Contract, as amended, for the purposes of supplying any required information to the Internal Revenue Service, for example, the identity of the transferee and transferor, and the description of the Land. Circle K and City agree to cooperate with Escrow Agent's requests related to any required reporting or filing under Internal Revenue Code Section 6045(e), and Escrow Agent is authorized to disclose any information contained in the Contract to the Internal Revenue Service for the purposes of complying with Escrow Agent's obligations under this paragraph. Escrow Agent agrees to be liable for all penalties and liabilities imposed by the Internal Revenue Service as a result of Escrow Agent's failure to comply with its obligations under this paragraph.

Section 8.18. Tax-Deferred Exchange. City and Circle K agree to cooperate in a commercially reasonable manner with each other and any designated exchange intermediary or exchange accommodation titleholder by executing such documents or taking such action as such party requests in order to effectuate a tax deferred exchange of the Property under Section 1031 of the Internal Revenue Code. This obligation to cooperate does not include requiring the other party to take title to any other property to complete the exchange, to issue any legal opinions, to increase the potential liability of the non-exchange party, or to expend legal fees to review exchange documents.

Section 8.19. Modifications. This Contract cannot be changed orally, and no amendment shall be effective to waive, change, modify or discharge this Contract unless such amendment is in writing and is signed by both parties hereto.

Section 8.20. No Third Party Beneficiary. The provisions of this Contract and of the documents to be executed and delivered at Closing are and will be for the benefit of City and Circle K 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 Contract or of the documents to be executed and delivered at Closing.

Section 8.21. Captions. The section headings appearing in this Contract 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.

Section 8.22. No Recordation. Neither this Contract nor any memorandum of the terms hereof shall be recorded or otherwise placed of public record and any breach of this covenant shall, unless the party

not placing the same of record is otherwise in default hereunder, entitle the party not placing same of record to pursue its rights and remedies under **Article VIII.**

Section 8.23. Confidentiality. Except as required by law, the Colorado Open Records Act, or Court Order, City and Circle K agree to keep the terms of this Contract confidential and not make any public announcements or disclosures with respect to the subject matter hereof without the prior written consent of the other party; provided, however, City and Circle K shall be permitted to make any disclosure required by law and to its employees, attorneys, accountants or its agents, to the extent reasonably necessary for such employees, attorneys, accountants, or agents to properly analyze and evaluate the proposed transaction and for such employees, attorneys, accountants and agents to advise Circle K. Furthermore, notwithstanding anything contained herein in this Contract, City and Circle K may share certain provisions contained in this Contract with the Acquisition Contract Seller.

Section 8.24. Force Majeure. If either party hereto is delayed in the completion of its obligations hereunder by the act, delay in providing approval, or default of the other party through no fault of the delayed party, or by acts of God (which shall be deemed to include weather delays caused by rainfall, snow or other factors in excess of such weather for the season in which such performance is to occur that actually cause a delay in performance), strikes, lockouts, unavoidable casualties, war, acts of terrorism, civil commotion, fire or other casualty, theft of materials, unseasonable shortages of materials or supplies, pandemic or epidemic (whether or not declared), declared disaster, one or more governmental orders, or any other cause whatsoever beyond the commercially reasonable control of the delayed party (other than the payment of monies) then the time herein fixed for completion of such obligations shall be extended by the number of days that the delayed party has thus been delayed. The foregoing shall also apply to Circle K's Investigations and the Entitlement Approvals.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

CITY:	**CIRCLE K:**
_____, a(n) _____	CIRCLE K STORES INC., a Texas corporation
By: _____ Name: _____ Title: _____	By: _____ Name: _____ Title: _____

ESCROW AGENT'S ACCEPTANCE

Escrow Agent hereby: (i) acknowledges receipt of the Contract executed by Circle K and City, (ii) agrees to be bound by the provisions and perform the obligations hereof applicable to Escrow Agent, (iii) deliver to Circle K and City simultaneous to the Effective Date the insured closing protection letter of the title insurance underwriter, and (iv) declares that the Effective Date is_____, 2024 (the "**Effective Date**").

Chicago Title of Texas, LLC

By:_____
Name:_____
Title:_____

EXHIBIT "A"
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS

City Property – Lots 12 and 13, and all vacated alley lying East of and adjacent to said Lots 12 and 13, Block 54, in the Town of Bessemer, now a part of the City of Pueblo, according to the Amended Plat of said Town, filed for record August 13, 1887, County of Pueblo, State of Colorado

EXHIBIT "B"
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS

ACQUISITION PROPERTY – LOTS 1 TO 11, INCLUSIVE AND LOTS 14 TO 26, INCLUSIVE, BLOCK 54, TOWN OF BESSEMER, AN ADDITION TO THE CITY OF PUEBLO, TOGETHER WITH ALL THE VACATED ALLEY IN SAID BLOCK 54 LYING BETWEEN AND ADJOINING LOTS 1 TO 11, INCLUSIVE AND LOTS 16 TO 26 INCLUSIVE.

EXHIBIT "C"
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS

Circle K Property – Lots 9 to 13, inclusive, Lots 14 to 18, inclusive and all vacated alley lying adjacent to said Lots 9 to 13 and Lots 14 to 18, Block 54, in the Town of Bessemer, now a part of the City of Pueblo, according to the Amended Plat of said Town, filed for record August 13, 1887, County of Pueblo, State of Colorado

Exchange Property – Lots 1 to 8, inclusive and Lots 19 to 26, inclusive, and all vacated alley lying adjacent to said Lots 1 to 8, inclusive and Lots 19 to 26 inclusive, Block 54 , in the Town of Bessemer, now a part of the City of Pueblo, according to the Amended Plat of said Town, filed for record August 13, 1887, County of Pueblo, State of Colorado

EXHIBIT "D"
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS

(Additional Escrow Instructions)

"**Contract**" means the Purchase Agreement and Escrow Instructions to which these Additional Escrow Instructions are attached. "**COE**" means the Close of Escrow, as defined in the Contract. "**NA**" means not applicable. All taxes and assessments must be prorated based on the latest available information and a 365-day year. Unless otherwise indicated above or in the Contract, the COE will be used as the proration date for all prorations.

Circle K, City, and Escrow Agent further agree that:

1. Circle K and City: (i) will deposit with Escrow Agent the necessary documents to complete the sale as established by the terms of the Contract; (ii) authorize Escrow Agent to deliver or record all documents at the time designated by the Contract; and (iii) authorize Escrow Agent to pay, from funds held by it under the Contract, all charges and obligations necessary to consummate this transaction.

2. Circle K and City will indemnify and hold harmless Escrow Agent from all costs, damages, attorney fees, expenses, and liabilities that Escrow Agent may incur or sustain in connection with the Contract, including any interpleader action brought by Escrow Agent, except for those matters arising out of the negligent acts or omissions of Escrow Agent.

3. When the Contract has been complied with by all parties, Escrow Agent will deliver, by recording in the appropriate public office, all necessary documents, disburse all funds, and issue the title insurance policies described in the Contract.

4. If any conflicting demands are made upon Escrow Agent concerning the Contract, Circle K and City agree that Escrow Agent may hold any money and documents deposited under this Contract until Escrow Agent receives mutual instructions from Circle K and City or until a civil action has been finally concluded in a court of competent jurisdiction determining the rights of Circle K and City. In the alternative and at its discretion, Escrow Agent may commence a civil action to interplead any conflicting demands in a court of competent jurisdiction. Escrow Agent's deposit with the court of all documents and funds concerning this Escrow will relieve Escrow Agent of all further liability and responsibility under the Contract, except for those matters arising out of the negligent acts or omissions of Escrow Agent.

5. If required by local law, Circle K and City instruct Escrow Agent to execute, on behalf of the City and Circle K, the affidavit of value, using the total consideration for the established value, unless instructed by City and Circle K to the contrary.

6. All title insurance policies will be issued by an underwriter approved by Circle K and City.

7. All disbursement of funds by Escrow Agent will be made by wire transfer of funds or Escrow Agent's check, as directed by Circle K or City as applicable.

EXHIBIT "E"
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS

WHEN RECORDED RETURN TO:

_____
_____
_____
_____

SPECIAL WARRANTY DEED

For valuable consideration, the receipt and sufficiency of which are acknowledged, _____, a(n) _____ ("**Grantor**"), conveys to CIRCLE K STORES INC., a Texas corporation ("**Grantee**"), the following real property situated in _____ County, _____, together with all appurtenant interests, benefits, rights, and privileges (collectively, the "**Property**"):

SEE **Exhibit "A"** ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

Subject only to those matters shown on **Exhibit "B"** attached hereto and incorporated herein (the "***Permitted Exceptions***").

TO HAVE AND TO HOLD the same in fee simple forever.

GRANTOR hereby covenants that it is lawfully seized of the Property in fee simple; and that Grantor binds itself and its successors to warrant and forever defend the title against the acts of or by and through the Grantor and no other, subject only to the Permitted Exceptions.

[SIGNATURE PAGE FOLLOWS]

DATED as of _____, 20___.

"**GRANTOR**"

_____[EXHIBIT ONLY]_____,
a(n) _____,

By: [EXHIBIT ONLY]_____
Name:_____
Title:_____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, _____ of _____, a(n) _____, on behalf of said company.

_____
Notary Public

My Commission expires:_____

EXHIBIT "A"
TO
SPECIAL WARRANTY DEED

(Legal Description)

EXHIBIT "B"
TO
SPECIAL WARRANTY DEED

(Permitted Exceptions)

SCHEDULE 1.07

[*Attached*]

EARNEST MONEY
PROMISSORY NOTE

U.S. $25,000

Pueblo, Colorado
[Date]

WHEREAS, THE City of Pueblo, a Colorado municipal corporation (the "City") has entered into a Purchase Agreement and Escrow Instructions with Circle K Stores, Inc., a Texas corporation ("Circle K") contemporaneously herewith regarding the real property located at 819 West Northern Avenue ("City Property") and 1228 East Orman Avenue ("Acquisition Property"); and

WHEREAS, this Promissory Note is meant to secure the City's performance of the Purchase Agreement and Escrow Instructions; and

WHEREAS, Circle K intends to convey to City the Exchange Property referenced in Purchase Agreement in exchange for City's payment of Purchase Price and conveyance of City Property to Circle K through escrow on the closing date, unless such closing deadline is modified by written agreement of the City and Circle K.

NOW THEREFORE,

FOR VALUE RECEIVED, the City of Pueblo, a Colorado municipal corporation (the "City") hereby agrees, covenants, and promises to pay Circle K the principal sum of Twenty-Five Thousand and no/100 Dollars ($25,000) together with zero percent (0%) interest per annum on or before closing pursuant to the terms and conditions of the Purchase Agreement and Escrow Instructions.

In the event it becomes necessary to enforce payment of the Promissory Note through collection or legal action, the prevailing party is entitled to recover all legal fees and costs of collection or legal action, including reasonable attorney fees. This Note is made in and shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive venue for any litigation shall be with the District Court of Pueblo County, Colorado. To the fullest extent permitted by applicable law, City does hereby waive and disclaim any rights it may have to assert governmental immunity as it relates to any proceeding brought by Circle K to enforce the terms of this Promissory Note, to include, without limitation, the enforcement of payment hereof.

ATTEST:

CITY OF PUEBLO, a Colorado municipal corporation

_____

_____
Heather Graham, Mayor

Title: _____

Docusign Envelope ID: FD7CEE66-9FC1-4CBF-BBE8-A831A806CA85

City Clerk's Office Item # Q1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Regina Maestri, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO PUEBLO CHORAL SOCIETY IN THE AMOUNT OF $1,000 TO SPONSOR OLD FASHIONED CHRISTMAS 2025 AT 7:00 PM AT MEMORIAL HALL ON DECEMBER 17, 2025

SUMMARY:

Attached for consideration is a request for support of the Pueblo Choral Society in the amount of $1,000 to sponsor their 2025 Old Fashioned Christmas event at 7:00 PM at Memorial Hall on December 17, 2025. This sponsorship tier includes 3 tickets to the Downtowner Awards Luncheon in January.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2023 for $6,000, in 2022 for $5,000, and in 2024 for $2,500.

BACKGROUND:

City Council Member Regina Maestri is requesting $1,000 to sponsor Pueblo Choral Society's 2025 Old Fashioned Christmas. This event will take place on December 17, 2025, at 7:00 PM at Memorial Hall.

This event is a free concert featuring the Pueblo Children's Chorale, the CSU-Pueblo Faculty Brass Ensemble, and Mariachi Lobos, as well as other guest artists, in presenting a concert of season favorites.

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 Choral Society.

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BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Regina Maestri.

ATTACHMENTS:

1. Sponsorship Request Packet - Pueblo Choral Society - Old Fashioned Christmas
2. SOS - Pueblo Choral Society Pulled 9.24.25
3. 2025 Contingencies (Council) Pueblo Choral Society - Old Fashioned Christmas

Docusign Envelope ID: FD7CEE66-9FC1-4CBF-BBE8-A831A806CA85

RESOLUTION NO. 16163

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO PUEBLO CHORAL SOCIETY IN THE AMOUNT OF $1,000 TO SPONSOR OLD FASHIONED CHRISTMAS 2025 AT 7:00 PM AT MEMORIAL HALL ON DECEMBER 17, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $1,000 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to Pueblo Choral Society to sponsor the 2025 Old Fashioned Christmas at 7:00 PM at Memorial Hall on December 17, 2025.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: October 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: 2C02EBDFEC3D43C...
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	Judith A. Hastall
Date	09/12/2025
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Pueblo Choral Society
Organization Website	pueblochoralsocoety.org
Please share your business or organizations mission/goals	The mission of the Pueblo Choral Society is to enhance the quality of cultural life in Pueblo by performing, promoting and supporting choral music and by fostering choral and music education in our community. We are a non-profit organization whose members are not only volunteers but also pay to belong the group.
Sponsorship request for	Event
Requested Amount	$3000
Describe how contribution will be used	The Pueblo Choral Society will use your contribution to help pay for the over $6000 expense for the use of Memorial Hall for our Christmas concert, which we offer for free as our gift to the Pueblo community.
Event Title	Old Fashioned Christmas
Event Date	12/17/2025
Event Time	7:00 PM (MDT)
Event Location	Memorial Hall
Admission to this event is	Free
Event Description:	This is a free concert to celebrate this wonderful time of the year. Both professional and non-professional groups will join us for this festive event. It will be our 5th annual Old Fashioned Christmas at Memorial Hall.
Does your organization hold multiple events per year?	Yes
If yes, please list the event titles and a short description.	FORTIETH SEASON 2025 - 2026 REFLECTIONS REMEMBRANCE: NOVEMBER 2, 2025

We open our fortieth season with echoes of the past that span our years as the Choral Society. These varied musical interpretations include two pieces that were dedicated to the Chorale on the occasions of our tenth and twenty-fifth anniversaries, You Shall Go Out with Joy by Neil Johnson and Silver and Gold, by Gerhard Track with lyrics by local poet Pat Graves.

OLD FASHIONED CHRISTMAS: DECEMBER 17, 2025
Our fifth annual Christmas extravaganza at Memorial Hall will feature the Pueblo Children's Chorale, the CSU-Pueblo Faculty Brass Ensemble, and Mariachi Lobos, as well as other guest artists, in presenting a concert of season favorites. In this, our annual gift to the community since our founding in 1986, we will showcase the various moods o fthe holiday season from the quiet, thoughtful selections of Carol Cantata II to the rollicking fun of Nutcracker Jingles and a medley from The Grinch.

REVERENCE: MARCH 2026
Wolfgang Amadeus Mozart's Requiem, considered one of the greatest masterpieces of choral music, was not finished at the time of his death and was later completed by his student Franz Xaver Suessmayr. Joining the Chorale to sing this resplendent work will be the Concert Choir of CSU-Pueblo.

RESILIENCE: MAY 2026
For our annual Gala fundraiser, "dinner and a show," we'll present music from three riveting, popular musicals: The Lion King, Wicked, and Phantom of the Opera. Join us for a fun evening of delicious food and song in its various forms, including soloists, small groups, and choir renditions.

Sponsorship Benefits

Recognition from the podium at each concert, as well as logo in scrolling videos and in all printed programs

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?

Pueblo County Commissioners

What population(s) does your organization primarily serve? (multi select)

- Youth
- Adults
- Families
- Senior Citizens
- Disadvantaged – low income
- Veterans

How many individuals did your organization serve last year?

1600

Please upload supporting documents such as sponsorship request letter, event flyer etc.

Christmas Poster 2024, light green background, 8.5 x 11.pdf

Letter to City Council for Christmas Concert Sponsorship.pdf

Payment Details

Make check payable to	Pueblo Choral Society
Address	P.O. Box 3780 Pueblo, CO 81005
Phone Number	719-281-6823

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**

The Pueblo Choral Society
Presents
Its 4th Annual
An Old Fashioned Christmas

Friday, December 13, 2024
7:00 p.m.
Memorial Hall

FREE!



Featuring Guest Artists:

CSU Pueblo Faculty Brass Ensemble
Central High School Choir
Heaton Middle School Choir
Mariachi Lobos



Pick up FREE tickets at Memorial Hall box office.

We extend special thanks to tonight's concert sponsors:

city of PUEBLO colorado

PUEBLO COUNTY

Follow us on Facebook!

Visit our website: pueblochoralsociety.org

Pueblo Choral Society, Inc.

P.O. Box3780, Pueblo, CO81005 / 719-281-6823/ www.pueblochoralsociety.org

September 5, 2025

City Council
Attn: Alyssa Parga, Tracey Sample
1 City Hall Place
Pueblo, CO 81003

Dear Alyssa and Tracey,

The Pueblo Choral Society is planning to present our 5th annual *Old Fashioned Christmas* concert on Wednesday, December 17, 2025 at Memorial Hall. We offer this **free** concert as our gift to the Pueblo community, and each year our attendance has increased. Last year close to 1000 celebrated the joy of the Christmas season with us.

As you know, we rely on the support of sponsors to produce this festive event. City Council has been our most generous supporter in the past. Last year you helped us with a donation of $2500. If it is possible for you to again gift us with the same amount, it would truly be a Christmas blessing. We greatly appreciate your past support, and again seek your thoughtful consideration of our request to make this concert possible.

Sincerely,

Judith A. Hastall

Judith A. Hastall

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,

THE PUEBLO CHORAL SOCIETY, INC.

is a

Nonprofit Corporation

formed or registered on 02/05/1986 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 19871656426 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/22/2025 that have been posted, and by documents delivered to this office electronically through 09/24/2025 @ 14:48:46 .

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 09/24/2025 @ 14:48:46 in accordance with applicable law. This certificate is assigned Confirmation Number 17721427 .

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

DATE	BALANCE IN 2025 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
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
9/22/25	United Way Pueblo County - Campaign Kick Off		$ 750.00		$ 19,009.88
9/22/25	Pueblo Latino Vets Assoc. - Legacies of Courage Awards		$ 1,500.00		$ 17,509.88
10/14/25	Broadway Theatre League		$ 2,500.00		$ 15,009.88
10/14/25	Habitat for Humanity - Ramp Up Pueblo		$ 1,000.00		$ 14,009.88
10/27/25	Pueblo Choral Society - Old Fashioned Christmas		$ 1,000.00		$ 13,009.88

Docusign Envelope ID: FD7CEE66-9FC1-4CBF-BBE8-A831A806CA85

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Brett Boston, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE PUEBLO DOWNTOWN ASSOCIATION IN THE AMOUNT OF $1,500 TO SPONSOR THE 2025 PUEBLO PARADE OF LIGHTS AT 5:30 PM STARTING IN MESA JUNCTION AND ENDING IN DOWNTOWN PUEBLO ON NOVEMBER 29, 2025

SUMMARY:

Attached for consideration is a request for support of the Pueblo Downtown Association in the amount of $1,500 to sponsor the 2025 Pueblo Parade of Lights at 5:30 PM starting at Colorado Avenue & Abriendo and ending on 6th Street between Court & Grand on November 29, 2025.

PREVIOUS COUNCIL ACTION:

Council supported this event for $1,250 in 2023, for $1,000 in 2022, and for $1,250 in 2024.

BACKGROUND:

City Council Member Brett Boston is requesting $1,500 to sponsor the Pueblo Downtown Association's 2025 Pueblo Parade of Lights. The parade will take place on November 29, 2025, at 5:30 PM starting in Mesa Junction on Colorado Avenue & Abriendo and ending at 6th Street between Court & Grand.

For over 30 years, Pueblo's Parade of Lights has been a tradition and one of the largest Christmas parades in Colorado. On the Saturday after Thanksgiving, festive, colorful and clever floats, school marching bands, drill teams, decorated saddle club horses and car club vehicles festooned with lights thrill many thousands of spectators as the parade passes from the Mesa Junction down Union Avenue to Main Street then west to disband at 6th and Court.

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FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $1,500 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to Pueblo Downtown Association.

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 Brett Boston.

ATTACHMENTS:

1. Sponsorship Request Packet - Pueblo Downtown Association - Pueblo Parade of Lights
2. SOS - PUEBLO DOWNTOWN ASSOCIATION Pulled 10.7.25
3. 2025 Contingencies (Council) Pueblo Downtown Association - Pueblo Parade of Lights

Docusign Envelope ID: FD7CEE66-9FC1-4CBF-BBE8-A831A806CA85

RESOLUTION NO. 16164

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE PUEBLO DOWNTOWN ASSOCIATION IN THE AMOUNT OF $1,500 TO SPONSOR THE 2025 PUEBLO PARADE OF LIGHTS AT 5:30 PM STARTING IN MESA JUNCTION AND ENDING IN DOWNTOWN PUEBLO ON NOVEMBER 29, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $1,500 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to Pueblo Downtown Association to sponsor the 2025 Pueblo Parade of Lights at 5:30 PM starting in Mesa Junction on Colorado Avenue & Abriendo Ave and ending at 6th Street between Court & Grand on November 29, 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: October 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

city of PUEBLO colorado

Sponsorship Request

**Please submit requests at least one month in advance to allow for adequate processing time

Requestor Name	Pueblo Downtown Association
Date	10/07/2015
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Pueblo Downtown Association
Organization Website	www.pueblodowntown.com
Please share your business or organizations mission/goals	The Pueblo Downtown Association is a membership organization dedicated to raising awareness of Pueblo's historic Downtown as a unique and attractive place to live and work. We enhance Downtown Pueblo through beautification, activities and promotion of business. For over 30 years, Pueblo's Parade of Lights has been a tradition and one of the largest Christmas parades in Colorado delighting children of all ages!
Sponsorship request for	Event
Requested Amount	$1000-$1500
Describe how contribution will be used	The contribution will be used to support the beautification efforts of the Pueblo Downtown Association including summer flowers, Christmas lighting, trash clean-ups, and security enhancements for downtown Pueblo businesses.
Event Title	Pueblo Parade of Lights
Event Date	11/29/2025
Event Time	5:30 PM (MDT)
Event Location	Mesa Junction down Union Avenue to Main Street then west to disband at 6th and Court.
Admission to this event is	Free
Event Description:	Festive, colorful and clever floats, school marching bands, drill teams, decorated saddle club horses and car club vehicles festooned with lights thrill many thousands of spectators.
Does your organization hold multiple events per year?	No

Sponsorship Benefits	Logo inclusion on all advertising/ media promotions, full color posters, television commercials (if available) mention on all radio spots and on both the Pueblo Downtown Association Website and Pueblo Parade of Lights (full year). Full color business logo on Parade of Lights banner (banner leads the float entries). Complimentary and premium float entry and placement in Parade Line-up. Three (3) complimentary tickets for the Pueblo Downtown Association Downtowner Awards Luncheon, January 2026
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?	Various Pueblo businesses and organizations
What population(s) does your organization primarily serve? (multi select)	• Families
How many individuals did your organization serve last year?	50000
Please upload supporting documents such as sponsorship request letter, event flyer etc.	Pueblo Parade of Lights Sponsorship Opportunities.pdf

Payment Details

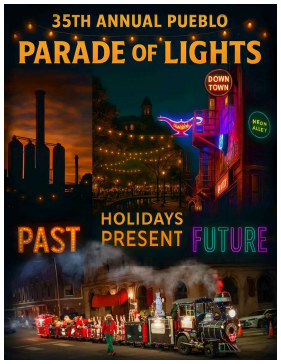
Make check payable to	Pueblo Downtown Association
Address	503 North Main Street 652
Phone Number	719-543-7155

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**

Pueblo Parade of Lights Sponsorship Opportunities

Holidays: Past, Present, and Future



Saturday, November 29, 2025

Golden Bells SPONSORSHIP - $2500



- Top billing logo-recognition as co-sponsor-featuring business logo prominently displayed on all advertising/ media promotions, full color posters, television commercials (if available), mention on all radio spots and on both the Pueblo Downtown Association Website and Pueblo Parade of Lights (full year).
- Full color business logo on Parade of Lights banner (banner leads the float entries).
- Complimentary and premium float entry and placement in Parade Line-up.
- Five (5) complimentary tickets for the Pueblo Downtown Association Downtowner Awards Luncheon, January 2026

Silver Bells SPONSORSHIP - $1500



- Logo inclusion on all advertising/ media promotions, full color posters, television commercials (if available) mention on all radio spots and on both the Pueblo Downtown Association Website and Pueblo Parade of Lights (full year).
- Full color business logo on Parade of Lights banner (banner leads the float entries).
- Complimentary and premium float entry and placement in Parade Line-up.
- Three (3) complimentary tickets for the Pueblo Downtown Association Downtowner Awards Luncheon, January 2026

Red Bells SPONSORSHIP - $1000



- Logo inclusion on all advertising/ media promotions, full color posters, television commercials (if available) mention on all radio spots and on both the Pueblo Downtown Association Website and Pueblo Parade of Lights (full year).
- Company name on Parade of Lights Banner (banner leads the float entries).
- Complimentary and priority float entry and placement in Parade Line-up.

Green Bells SPONSORSHIP - $500



- Company name inclusion on all advertising/ media promotions, full color posters, television commercials (if available) mention on all radio spots and on both the Pueblo Downtown Association Website and Pueblo Parade of Lights (full year).
- Complimentary and priority float entry and placement in Parade Line-up.

Jingle Bells SPONSORSHIP - $250



- Company name inclusion on all advertising/ media promotions and full color posters.
- Complimentary and priority float entry and placement in Parade Line-up.

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 DOWNTOWN ASSOCIATION

is a

Nonprofit Corporation

formed or registered on 03/12/1984 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 19871561479 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/30/2025 that have been posted, and by documents delivered to this office electronically through 10/07/2025 @ 15:37:03 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/07/2025 @ 15:37:03 in accordance with applicable law. This certificate is assigned Confirmation Number 17762547 .

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

DATE	BALANCE IN 2025 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
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	Spark by Project Helping Annual Suicide Memory Walk		$ 1,000.00		$ 23,509.88
8/25/25	Voices Against Gun Violence		$ 1,000.00		$ 22,509.88
8/25/25	Foundation Gonzalez - El Grito de la Independencia (CANCELLED BY ORGANIZER)				$ 22,509.88
9/8/25	Pueblo County Historical Society - Living History: Clay Jenkinson as Roosevelt and Oppenheimer		$ 1,000.00		$ 21,509.88
9/8/25	Garcia Foundation - The PLACE		$ 750.00		$ 20,759.88
9/8/25	Servicios de La Raza - Joven Noble		$ 1,000.00		$ 19,759.88
9/22/25	~~Mad Fresh - Multicultural Festival~~				$ 19,759.88
9/22/25	United Way Pueblo County - Campaign Kick Off		$ 750.00		$ 19,009.88
9/22/25	Pueblo Latino Vets Assoc. - Legacies of Courage Awards		$ 1,500.00		$ 17,509.88
10/14/25	Broadway Theatre League		$ 2,500.00		$ 15,009.88
10/14/25	Habitat for Humanity - Ramp Up Pueblo		$ 1,000.00		$ 14,009.88
10/27/25	Pueblo Choral Society - Old Fashioned Christmas		$ 1,000.00		$ 13,009.88
10/27/25	Pueblo Downtown Association - Parade of Lights		$ 1,500.00		$ 11,509.88

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City Clerk's Office Item # Q3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Danny Nunn, Director of Finance

SUBJECT: A RESOLUTION AUTHORIZING THE TRANSFER OF $750,000 TO PROJECT ED0801, RMS/IQOR LEASE: POPE BLOCK PREVIOUSLY ESTABLISHED IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENTS PROJECT FUND.

SUMMARY:

This resolution provides additional funding needed for the payment of expenses related to the building known as the Pope Block Building.

PREVIOUS COUNCIL ACTION:

Resolution 11270, March 24, 2008 authorizing $2,000,000
Resolution 12696, June 10, 2013 authorizing $500,000
Resolution 13023, July 28, 2014 authorizing $500,000
Resolution 13332, November 9, 2015 authorizing $500,000
Resolution 13483, May 23, 2016 authorizing $500,000
Resolution 13839, December 11, 2017 authorizing $620,000
Resolution 13958, May 14, 2018 authorizing $500,000
Resolution 14077, November 12, 2018 authorizing $500,000
Resolution 14386, March 23, 2020 authorizing $500,000
Resolution 14614, May 10, 2021 authorizing $500,000
Resolution 14817, February 28, 2022 authorizing $500,000
Resolution 15034, October 24, 2022 authorizing $500,000
Resolution 15384, October 10, 2023 authorizing $750,000
Resolution 15638, May 13, 2024 authorizing $750,000
Resolution 15879, January 27, 2025 authorizing $750,000

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BACKGROUND:

In 1999, an agreement was entered into between the City and PEDCO Foundation to place all rents and other payments received by the Foundation for the lease of the Pope Block Building (317 N. Main St.) into a separate escrow account, known previously as the "1999 Escrow Account". In 2008, the balance in this escrow account was $2,000,000. At that time, the Receivable Management Services Corporation agreed to modify its lease arrangements with PEDCO Foundation and lease additional space in the Building in order to employ an additional 250 full-time employees; provided, however, that the $2,000,000 balance in the 1999 Escrow Account (the Lease Proceeds Balance) be escrowed with the City's Finance Department and pledged for the payment of Net Foundation Operating Expenses as defined under said lease. This arrangement, as well as other terms and conditions, was approved by the Council on March 24, 2008, by Resolution No. 11270. The term of the agreement was January 1, 2008 through March 1, 2013.

In July of 2012, all of the $2,000,000 escrowed funds had been spent for the reimbursement to Foundation for their Net Operating Expenses as defined in the agreement. Since that time, Foundation has incurred significant additional expenses related to the Building under the lease agreement between Foundation and RMS. In addition, the lease agreement has been extended by those parties. In January of 2015, ownership of the building was transferred to the City of Pueblo. The lease agreement with RMS (now iQor) is still in place, and the City is still responsible to the payment of the expenses incurred under the lease.

Periodically, additional funds are appropriated as needed to continue paying the expenses of the building. This Resolution will provide funding for operational expenses.

FINANCIAL IMPLICATIONS:

The amount of $750,000 is available in the 1992 - 2026 Sales and Use Tax Capital Improvement Projects Fund (the economic development half cent tax fund).

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

If this Resolution is not approved, the City may be in default of the Lease agreement.

RECOMMENDATION:

City staff recommends approval of this Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: FD7CEE66-9FC1-4CBF-BBE8-A831A806CA85

RESOLUTION NO. 16165

A RESOLUTION AUTHORIZING THE TRANSFER OF $750,000 TO PROJECT ED0801, RMS/IQOR LEASE: POPE BLOCK PREVIOUSLY ESTABLISHED IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENTS PROJECT FUND.

WHEREAS, the City of Pueblo is a party to a lease agreement which obligates the City to pay certain net expenses incurred at the Pope Block Building (317 N. Main St.); and

WHEREAS, additional funds are periodically provided, as necessary, for the costs incurred under said lease agreement; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The amount of $750,000 shall be transferred to Project ED0801, RMS/IQOR lease Pope Block.

SECTION 2.

Said funds shall be made available and transferred from the Projects to be Determined account within the 1992 – 2026 Sales and Use Tax Capital Improvements Project Fund.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: October 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

Docusign Envelope ID: FD7CEE66-9FC1-4CBF-BBE8-A831A806CA85

City Clerk's Office Item # Q4

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION ESTABLISHING PROJECT ACCOUNT CI2521 - GREYHOUND PARK BLIGHT REMOVAL, TRANSFERRING FUNDS IN THE AMOUNT OF $500,000 FROM PROJECT ACCOUNT CI2113 - AMERICAN RESCUE PLAN ACT AND DEPOSITING AND APPROPRIATING $500,000 INTO PROJECT ACCOUNT CI2521 - GREYHOUND PARK BLIGHT REMOVAL

SUMMARY:

This Resolution transfers funds in the amount of $500,000 sourced from the interest generated on funds held within Project Account CI2113 - American Rescue Plan Act into a new Project Account CI2521 - Greyhound Park Blight Removal and appropriates those funds into the newly created account.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The landowner of the Pueblo Greyhound Park located south of Pueblo Boulevard on Lake Avenue has previously applied to Pueblo Urban Renewal Authority's assistance in funding a demolition project including the removal of blighted structures located on the property in order to facilitate redevelopment of the area. Buildings on the property have been vandalized multiple times and have suffered significant damage and remain in a state of disrepair and is an attractive nuisance affecting all property owners in the area.

FINANCIAL IMPLICATIONS:

This Resolution will appropriate the funding for the City to incentivize the demolition work. No funds will be expended on this project until a separate development agreement between the City and the developer is approved by City Council and executed by the Mayor at a future date. At this time, staff contemplates a cost reimbursement

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arrangement under which the developer would prosecute the cleanup work and, upon successful completion of the work, submit a request to the City for reimbursement of his demolition costs in an amount not to exceed $500,000.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution

STAKEHOLDER PROCESS:

Although the City is budgeting and appropriating the full amount of the incentive, Pueblo Urban Renewal Authority has expressed interest in sharing the cost with the City. The Authority has indicated that they will not be able to provide that funding in 2025, but is working to appropriate $216,000 in its 2026 budget as a prospective reimbursement to the City.

ALTERNATIVES:

Failure to approve this Resolution will preclude the City from providing an incentive toward redevelopment of the former Pueblo Greyhound Park property.

RECOMMENDATION:

Approval of this Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: FD7CEE66-9FC1-4CBF-BBE8-A831A806CA85

RESOLUTION NO. 16150

A RESOLUTION ESTABLISHING PROJECT ACCOUNT CI2521 - GREYHOUND PARK BLIGHT REMOVAL, TRANSFERRING FUNDS IN THE AMOUNT OF $500,000 FROM PROJECT ACCOUNT CI2113 - AMERICAN RESCUE PLAN ACT AND DEPOSITING AND APPROPRIATING $500,000 INTO PROJECT ACCOUNT CI2521 - GREYHOUND PARK BLIGHT REMOVAL

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Project Account CI2521 - Greyhound Park Blight Removal is hereby established.

SECTION 2.

Funds in the amount of $500,000.00 are hereby transferred from Project Account CI2113 - American Rescue Plan Act and deposited and appropriated into Project Account CI2521 - Greyhound Park Blight Removal.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: October 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: 7C02EB0FFC3D43C...
CITY CLERK

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City Clerk's Office Item # R1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 27, 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 151 NORTH BRADFORD AVENUE FROM B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT TO R-6, MULTIPLE-RESIDENTIAL AND COMMERCIAL ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 151 North Bradford Avenue from B-3, Highway and Arterial Business Zone District to R-6, Multiple-Residential and Commercial Zone District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant is requesting to rezone the subject property from B-3, Highway and Arterial Business Zone District to R-6, Multiple Residential and Commercial Zone District to construct a billboard on the property. The subject property, commonly known as 151 North Bradford Ave, is a 0.30-acre undeveloped parcel adjacent to Interstate 25 at the intersection of North Bradford Street and East 2nd Street. The subject property is currently in a Highway and Arterial Business (B-3) Zone District. The B-3 zone district is intended to provide areas along highways and arterial streets for a wide range of businesses and services. While the subject property is adjacent to I-25, it does not take access directly off the highway. Instead, vehicle and pedestrian access is provided from local streets. The B-3 Zone District does not allow for off-premises signage, including billboards. Should the property be rezoned to a Multiple-Residential and Commercial (R-6) Zone District, the applicant could construct a billboard on the site once all required permitting from the City and CDOT is complete. The R-6 Zone District allows for fewer commercial land uses than the current B-3 zoning but would also allow the property to be used for one-family, two-family, and multifamily residential development. The R-6

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district is a highway-oriented Zone District designed to retain and provide areas of mixed residence, commercial use, and accommodations for travelers. The subject property is designated by the 2022 Pueblo Regional Comprehensive Plan as Urban Neighborhood. Primary Land Uses in Urban Neighborhoods include moderate density residential, supporting land uses include neighborhood-scale commercial retail and service uses. The allowed residential and commercial uses in the R-6 Zone District are compatible with the Urban Neighborhood Future Land Use classification.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their September 10, 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-25-15 Attachments

Docusign Envelope ID: 92D377A6-00FA-4EFF-A41E-F636474CBA43

ORDINANCE NO. 11058

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 151 NORTH BRADFORD AVENUE FROM B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT TO R-6, MULTIPLE-RESIDENTIAL AND COMMERCIAL ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from B-3, Highway and Arterial Business Zone District to R-6, Multiple-Residential and Commercial Zone District:

Lots 1 2 + NELY ½ OF LOT 3, BLOCK 14, PUEBLO

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 October 14, 2025.

Final adoption of Ordinance by City Council on October 27, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 92D377A6-00FA-4EFF-A41E-F636474CBA43

Action by the Mayor:

☐ Approved on 10/28/2025 | 4:01 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
_____
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

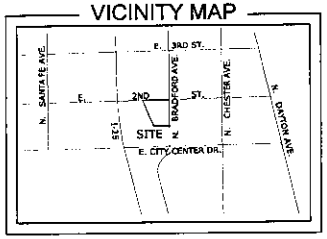
☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

DocuSigned by:
_____
7C02EBDFFC3D43C...
City Clerk

VICINITY MAP



LEGAL DESCRIPTION: Rec. No. 2330909

Lots 1 and 3 and the northeasterly half of Lot 3, Block 14, Pueblo, City of Pueblo, Pueblo County, Colorado

NOTES:

1) This is a Rezoning Site Plan. It is not a Land Survey Plat or Improvement Survey Plat. No research of easements, encumbrances or title of record was performed by Compass Surveying and Mapping, LLC. No Title Commitment was provided for this Drawing. Shown easements are per the recorded plat.

2) Pueblo County Parcel No. 045-312-29-001

3) Address: Vacant Land, Pueblo, Colorado 81008

4) Current Zoning: B-3 (Highway and Arterial Business District)

Proposed Zoning: R-6 (Multiple-residential and Commercial District

Building Setbacks	
Front:	25'
Side:	5'
Rear:	15'



GRAPHIC SCALE
20 0 10 20
(IN FEET)
1 inch = 20 ft.

COMPASS SURVEYING & MAPPING, LLC
3253 WEST CAREFREE CIRCLE
COLORADO SPRINGS, CO 80917
719-354-4120
WWW.CSAMLLC.COM
INFO@SURVEYINGCOLORADO.COM

REZONING SITE PLAN

A PORTION OF BLOCK 14, PUEBLO
CITY OF PUEBLO, COLORADO

REVISIONS:	

PROJECT NO.	25066
DATE:	JUNE 10, 2025
DRAWN BY:	JMJ
CHECKED BY:	MSJ
SHEET:	1 OF 1

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, September 10, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 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; Hannah Prinzi, Planner; and Cindy Capritta, Land Use Tech.

Staff Members Absent:

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

Motion Passed: 7-0

Public Hearing:

Z-25-15 Rezone: A rezoning of 151 N Bradford Ave, approximately 0.30 acres between E 2nd St and E City Center Dr, from a Highway and Arterial Business (B-3) to Multiple-Residential and Commercial (R-6) Zone District. Staff report by Hannah Prinzi, Planner.

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

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

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Z-25-15

September 10, 2025

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Hannah Prinzi, Planner
THROUGH:	Beritt Odom, Director of Planning and Community Development
SUBJECT:	Rezoning from a Highway and Arterial Business (B-3) to Multiple-Residential and Commercial (R-6) Zone District
APPLICANT:	Justin Johnston, Lamar Advertising
PROPERTY OWNER:	Melvin Ortiz
LOCATION:	151 N Bradford Ave
CONCURRENT REQUESTS:	ZBA-25-25

REQUEST:
Rezone 151 N Bradford Ave from a Highway and Arterial Business (B-3) to Multiple Residential and Commercial (R-6) Zone District to construct a billboard.

BACKGROUND AND ANALYSIS:

The applicant is requesting to rezone the subject property from a Highway and Arterial Business (B-3) to Multiple Residential and Commercial (R-6) Zone District to place a billboard on the property. The subject property, commonly known as 151 N Bradford Ave, is a 0.30-acre parcel adjacent to Interstate 25 at the intersection of N Bradford St and E 2nd St. It sits undeveloped.

The subject property is currently in a Highway and Arterial Business (B-3) Zone District. This district is intended to provide areas along highways and arterial streets for location of business and services. It allows for a broad variety of commercial uses by-right, including automobile dealerships, bowling alleys, gas stations, hospitals, restaurants, retail sales, and urgent care facilities. While the subject property is adjacent to I-25, it does not take access directly off the highway. Instead, vehicle and pedestrian access is through local streets. The B-3 Zone District does not allow for off-premises signage, including billboards.

Should the property be rezoned to a Multiple-Residential and Commercial (R-6) Zone District, the applicant could construct a billboard there. The R-6 Zone District allows for fewer commercial land uses than the current B-3 zoning but would also allow the property to be used for one-family, two-family, and multifamily residential development. The R-6 district is a highway-oriented Zone District designed to retain and provide areas of mixed residence, commercial use, and accommodations for travelers. The subject property is designated for future land use as Urban Neighborhood by the 2022 Regional Comprehensive Plan. Urban Neighborhood is characterized by traditional urban neighborhoods: uniform block sizes with gridded streets, alleys, and an integrated mix of housing types supported a variety of neighborhood-scale services and amenities. Thus, the R-6 Zone District matches the characteristics of the Urban Neighborhood designation.

The applicant has provided a tentative site plan showing the placement of the billboard on the property (See Exhibit E). Should the property be rezoned, they would need to acquire and obtain a building permit before construction of the billboard can begin. The building permit will also trigger site improvements, including landscaping, sidewalk, curb, and gutter. The applicant has been informed by staff of these requirements. The applicant also needs to acquire a permit from CDOT and comply with the current Colorado Outdoor Advertising Act in the Colorado Revised Statutes.

SITE CHARACTER AND COMPATIBILITY

Site Character: The subject property is an undeveloped parcel near Interstate 25. There are one-family residences to the north and east of the property.

Neighborhood Compatibility:

North: Multiple-Residential and Office (R-5) Zone District: one-family residences

East: Multiple-Residential and Office (R-5) Zone District: one-family residences

South: Government Use (S-1), Subregional Business (B-2), and Multiple-Residential and Commercial (R-6) Zone District: Interstate 25, car rental agency and vacant land

West: Government Use (S-1): Interstate 25

Comprehensive Plan Compliance: The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Urban Neighborhood. The Urban Neighborhood classification calls for primary land uses of single-family detached and attached homes, duplexes, and townhomes with secondary land uses of ADUs, small-scale multi-family dwellings, neighborhood-scale commercial, retail, parks, schools, libraries, and community gardens.

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 **Affirmative.**

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

❑ Comments **Not Applicable**

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

❑ Comments **Not Applicable**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51 OF THE PMC:

Multiple-Residential and Commercial (R-6) Zone District Standards:
Purpose. The standards of this district (R-6) are highway-oriented and designed to retain and provide areas of mixed residence, commercial use, and accommodations for travelers.

- Minimum Lot Width: 50’
- Minimum Lot Size: 3,000 Square Feet, with additional lot size requirements for multifamily dwelling unit structures.

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

REFERRAL AGENCIES AND COMMENTS:

• City Public Works	No comment
• City Transportation	The applicant will need to obtain a permit through CDOT and meet all CDOT safety requirements.
• 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	“Advertising Devices” adjacent to state highways ***require*** a CDOT Permit.

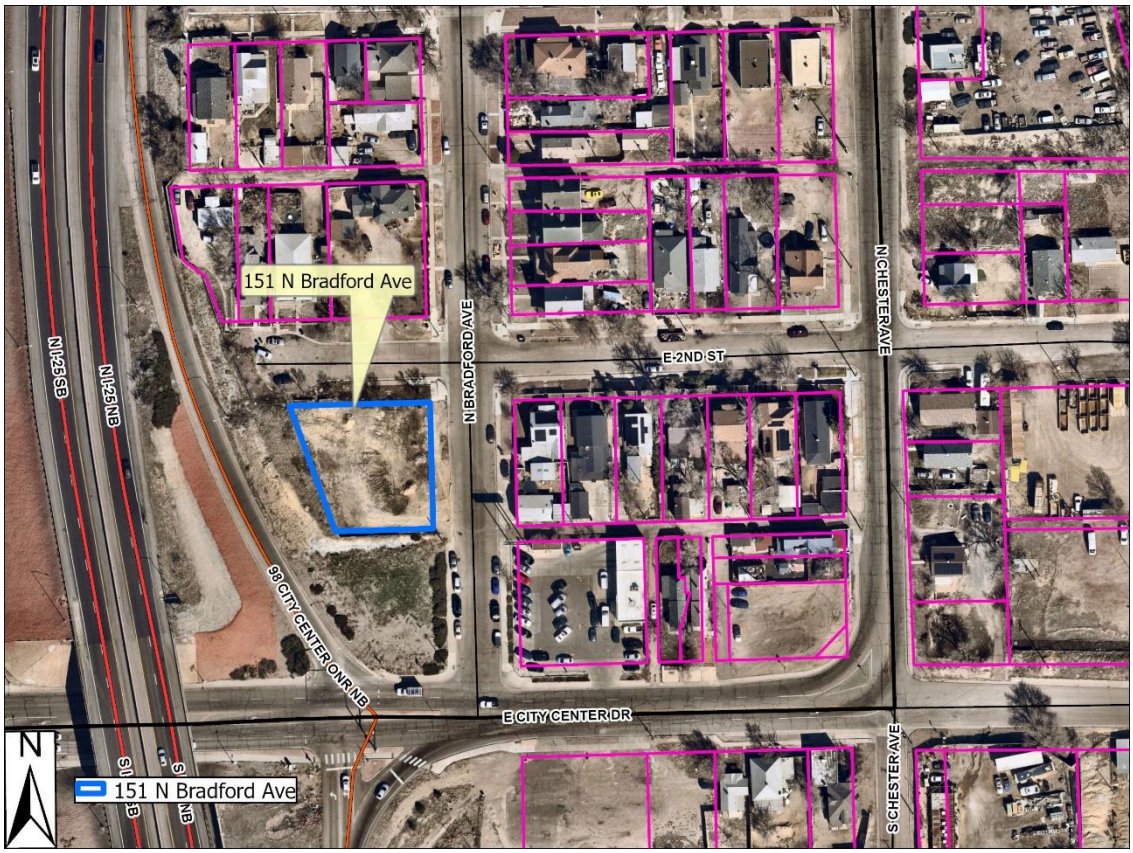
	On-premises and off-premises signage shall comply with the current Colorado Outdoor Advertising Act (Sections 43-1-401 to 421, C.R.S.) Any utility work within the state highway right of way will require a utility permit from CDOT

ATTACHMENTS:

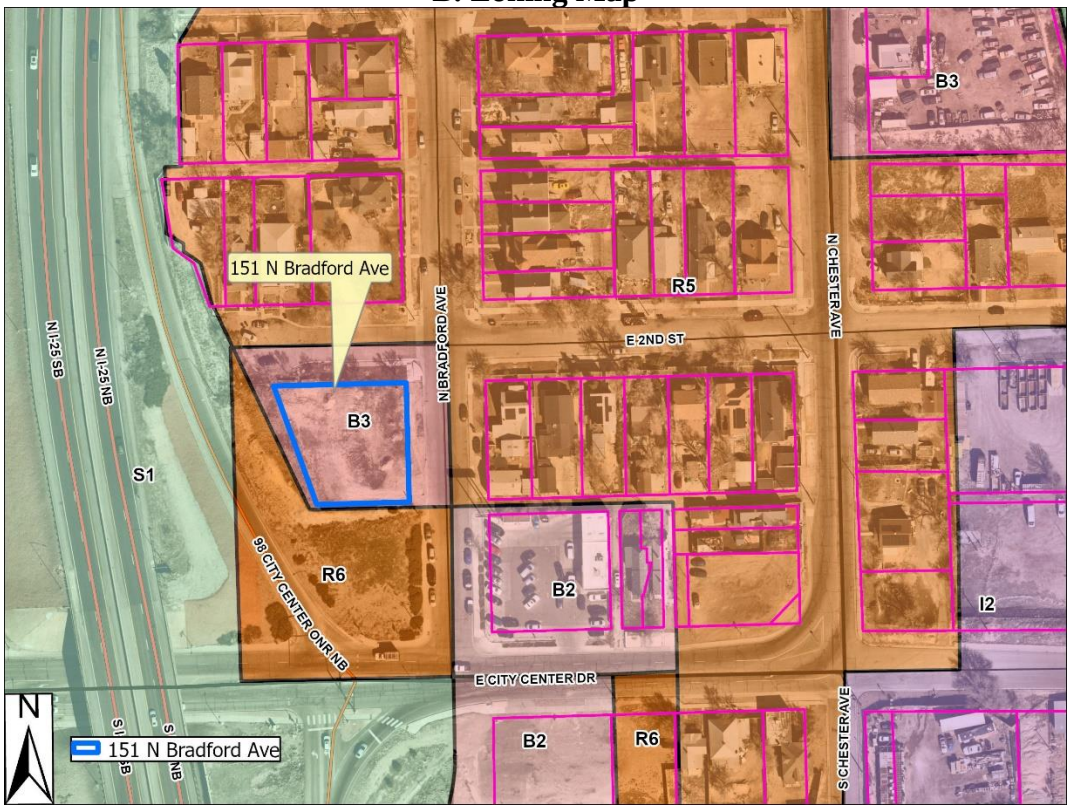
A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice and Site Photos
E. Supporting Documents: Application, Rezoning Exhibit, Tentative Site Plan, Zone District Info Sheet for B-3, Zone District Info Sheet for R-6

A. Aerial Map

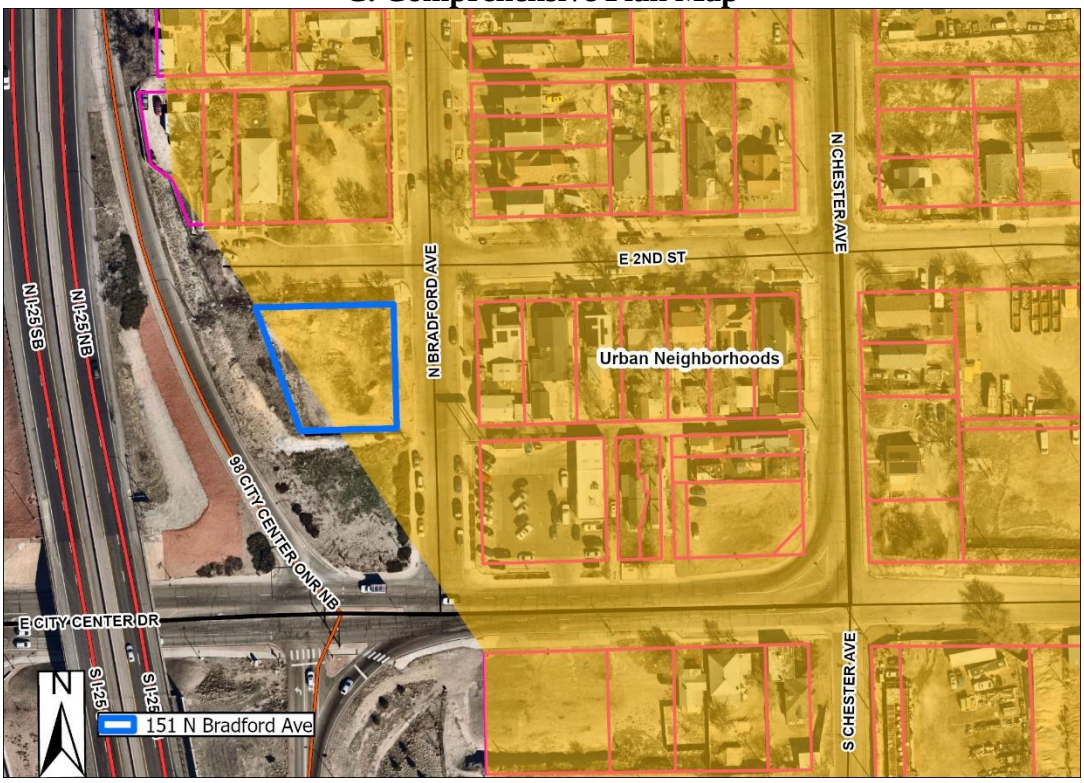

E 2ND ST
151 N Bradford Ave
N BRADFORD AVE
SB CITY CENTER ONR
N
151 N Bradford Ave


151 N Bradford Ave
N BRADFORD AVE
N CHESTER AVE
E 2ND ST
N I-25 SB
N I-25 NB
SB CITY CENTER ONR NB
E CITY CENTER DR
S CHESTER AVE
N
151 N Bradford Ave

B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice Photo and Site Photos







E. Supporting Documents: Application, Rezoning Exhibit, Tentative Site Plan, Zone District Info Sheet B-3, Zone District Info Sheet for R-6.

To view the supporting documents, please see the following pages.

city of PUEBLO colorado
Planning & Community Development
211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Map Amendment Application

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

Property Owner	
Name: MELVIN ORTIZ	
Company:	
Address: 3900 AZALEA ST. PUEBLO CO	Zip: 81005
Phone: (719) 564-7425	Email:
Applicant	
Name: JUSTIN JOHNSTON	
Company: LAMAR ADVERTISING	
Address: 720 SEEDLING CT. COLORADO SPRINGS, CO	Zip: 80915
Phone: (719) 309-3024	Email: JUJOHNSTON@LAMAR.COM
Person of Firm Representing Owner or Applicant	
Name: JUSTIN JOHNSTON	
Company: LAMAR ADVERTISING	
Address: 720 SEEDLING CT. COLORADO SPRINGS, CO	Zip: 80915
Phone: (719) 309-3024	Email: JUJOHNSTON@LAMAR.COM
The applicant will be the primary contact unless otherwise noted.	

Project Location: 2ND & BRADFORD - PARCEL ID: 04-312-29-001
(address or general description)

Legal Description: LOTS 1, 2 + NELY 1/2 LOT 3 BLK 14 PUEBLO

Subdivision: PUEBLO Acreage: .3030

Existing Zone District: B-3 **Proposed Zone District:** R-6

Purpose of this Application:

- ☒ To permit development of the property not allowed under the existing zone district.
- ☐ To provide proper zone district in conjunction with the subdivision plan for the area.
- ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- ☐ Other (specify): _____

(Continue Next Page)

(Continued from previous page)

Statement of Facts:
Justifying the zone change request. Be specific; use additional sheets if necessary.

SEE ATTACHED DOCUMENT - EXHIBIT A - REZONING JUSTIFICATION STATEMENT

Description of area surrounding proposed development:

SEE ATTACHED - EXHIBIT B - DESCRIPTION OF AREA SURROUNDING PROPOSED DEVELOPMENT.

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.

SEE ATTACHED- EXHIBIT C - GENERAL DESCRIPTION OF PROPOSED DEVELOPMENT

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

Estimated date for beginning project: SEPTEMBER 2025

Estimated date for completion of project: SEPTEMBER 2025

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

SEE ATTACHED - EXHIBIT D - ECONOMIC RESPONSIBILITY AND COMPATIBILITY STATEMENT.

☐ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. **(if applicable)**

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

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner

Print Name:		
Signature:		Date:

Applicant if different from Property Owner

Print Name:	JUSTIN JOHNSTON - LAMAR ADVERTISING	
Signature:	Justin Johnston	Date: 6/16/25

Office Use Only

Zoning Compliance (Completed by City Staff)

Application received by:	Date:
Application checked for completeness by:	Date:
Case Manager:	Fee Paid:
Hearing date: ☐ Approved ☐ Denied ☐ Approved w/conditions	

Exhibit A – Rezoning Justification Statement
Rezoning Request: B-3 to R-6
Parcel Number: 04-312-29-001
Property Owner: Melvin Ortiz
Applicant/Representative: Justin Johnston, Lamar Advertising of Colorado Springs and Pueblo

Background and Justification

This rezoning request seeks to return the subject property to its original R-6 zoning designation from its current B-3 designation. Although the property was previously rezoned to B-3, it was never developed under that classification. The proposed rezoning will allow for the construction of a new billboard, which will be submitted for approval concurrently with this rezoning application.

Proposed Billboard and Compliance with R-6 Regulations

Use by Review: Billboards are an allowed use by review in the R-6 zoning district.
Sign Regulations:

- Base height limit: 30 feet
- Base sign area limit: 300 square feet

Variance Requests: Due to visual obstructions in the area, variances will be requested to increase:

- Height by 25% (to 37.5 feet)
- Sign area by 25% (to 375 square feet)

These adjustments represent the maximum variance allowed under City regulations and are necessary to ensure adequate visibility of the sign given surrounding conditions.

Community and Economic Benefits of the Billboard

1. **Support for Pueblo's Small Businesses**
   The billboard will provide affordable advertising opportunities for local businesses, many of which have been impacted by recent billboard removals due to CDOT projects. This will help businesses reestablish effective communication with the Pueblo community.
2. **Alignment with the Comprehensive Plan**
   The Urban Neighborhood placetype in the Pueblo Comprehensive Plan supports mixed-use areas that incorporate commercial elements to enhance economic sustainability. The R-6 zoning district

allows for residential and compatible commercial uses, making it more appropriate than the current B-3 designation.

3. **Strategic Location and Infrastructure Considerations**
   The property is adjacent to I-25, making it a prime corridor for regional advertising and community messaging. Ensuring visibility is crucial for effective use, which is why the variances are necessary.
4. **Undeveloped Status of the Property**
   Despite being rezoned to B-3, the site has remained undeveloped, indicating that the R-6 designation is more appropriate for supporting future use.

Conclusion

Approving this rezoning request will allow for the construction of a new billboard, providing much-needed advertising opportunities for Pueblo's small businesses, while restoring the property to its original R-6 zoning designation. Additionally, this aligns with the City of Pueblo's goals for balanced growth, economic sustainability, and community development in the Urban Neighborhood placetype.

This request will be presented to the Planning and Zoning Commission (P&Z), and we welcome any further discussion to ensure the rezoning meets the City's long-term planning objectives.

Exhibit B – Description of Area Surrounding Proposed Development
Rezoning Request: B-3 to R-6
Parcel Number: 04-312-29-001
Location: N. Bradford Street between E 1st and E 2nd Streets, Pueblo, CO
Applicant: Justin Johnston, Lamar Advertising
Property Owner: Melvin Ortiz

Land Use and Zoning Context

The property is located in a mixed-use area within Pueblo's "Urban Neighborhood" Comprehensive Plan designation. The surrounding context includes:

- **North and East:** Primarily residential (R-5 and R-6 zoning) with single-family homes and small-scale businesses, including waste service companies and auto-related services.
- **South:** A mix of commercial and light industrial uses, such as Enterprise Rent-A-Car, and roofing and truck repair companies.
- **West:** I-25 corridor, providing regional traffic exposure and access. Beyond the interstate, there are civic and commercial uses like Sangre de Cristo Arts Center, community banks, and restaurants.

This corridor serves as a transitional area between downtown commercial activity and residential neighborhoods, making it well-suited for mixed-use designations like R-6.

Transportation and Infrastructure

- **Access:** The site is located directly off E 1st Street, which provides quick access to I-25 via nearby interchanges.
- **Infrastructure:** The site is already serviced by urban infrastructure including roads, sewer, water, and electricity.
- **Transit:** While oriented toward vehicular access, the area includes a grid street layout that supports multimodal movement.

Site Visibility and Conditions

The property is directly visible from I-25; however, tree cover, grade changes, and nearby structures affect the sightline. The proposed billboard installation would require variances to improve visibility, which is critical for functional use. These variances fall within the city's permitted maximum adjustments.

Exhibit C – General Description of the Proposed Development
Rezoning Request: B-3 to R-6
Parcel Number: 04-312-29-001
Location: N. Bradford Street between E 1st and E 2nd Streets, Pueblo, CO
Applicant: Justin Johnston, Lamar Advertising
Property Owner: Melvin Ortiz

Project Overview

The proposed development consists of the construction of a new **freestanding billboard** on an undeveloped parcel adjacent to I-25. The site, currently zoned B-3, is being rezoned back to R-6 to align with its original designation and the city's Comprehensive Plan. Billboards are an allowed use by review in the R-6 district.

The billboard will serve as a regional advertising asset, helping small businesses in Pueblo reach a broader audience. This is particularly important in the wake of several billboard removals due to Colorado Department of Transportation (CDOT) construction activities.

Billboard Specifications

- **Height:** 37.5 feet (with 25% variance over the R-6 limit of 30 feet)
- **Sign Area:** 375 square feet (with 25% variance over the R-6 limit of 300 sq ft)
- **Structure Type:** Single-pole, dual-facing static or digital display (TBD by final permit)

The requested variances are necessary to ensure visibility from I-25, considering existing obstructions such as tree cover and site elevation.

Site Use and Access

- The development will occupy a minimal footprint and **will not generate significant traffic or noise**.
- Access will be provided via a local service road off E 1st Street, with no impact to public right-of-way or traffic circulation.
- No public utilities are required beyond minimal electrical service.

Environmental and Community Impacts

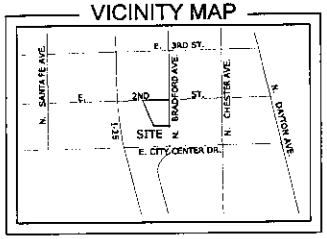
- **Environmental Impact:** Negligible, as the installation involves limited land disturbance and no new paving or large-scale infrastructure.
- **Community Benefit:** Supports local economic development by restoring lost advertising capacity for small businesses.
- **Land Use Compatibility:** The project is consistent with the "Urban Neighborhood" placetype, which supports a mix of residential and compatible commercial functions.

Exhibit D – Economic Responsibility and Capability Statement
Rezoning Request: B-3 to R-6
Parcel Number: 04-312-29-001
Location: N. Bradford Street, Pueblo, CO
Applicant: Justin Johnston, Lamar Advertising
Property Owner: Melvin Ortiz

Lamar Advertising will be fully responsible for all costs related to the proposed billboard project, including permitting, construction, and maintenance. No public funding or city resources will be used.

Lamar is a nationally recognized outdoor advertising company with successful projects completed across the United States, including in Colorado and the City of Pueblo. The company has the financial resources, experienced staff, and proven track record to complete this project in full compliance with all local requirements.

VICINITY MAP



LEGAL DESCRIPTION: Rec. No. 2330909

Lots 1 and 3 and the northeasterly half of Lot 3, Block 14, Pueblo, City of Pueblo, Pueblo County, Colorado

NOTES:

1) This is a Rezoning Site Plan. It is not a Land Survey Plat or Improvement Survey Plat. No research of easements, encumbrances or title of record was performed by Compass Surveying and Mapping, LLC. No Title Commitment was provided for this Drawing. Shown easements are per the recorded plat.

2) Pueblo County Parcel No. 045-312-29-001

3) Address: Vacant Land, Pueblo, Colorado 81008

4) Current Zoning: B-3 (Highway and Arterial Business District)

Proposed Zoning: R-6 (Multiple-residential and Commercial District

Building Setbacks	
Front:	25'
Side:	5'
Rear:	15'



GRAPHIC SCALE
20 0 10 20
(IN FEET)
1 inch = 20 ft.

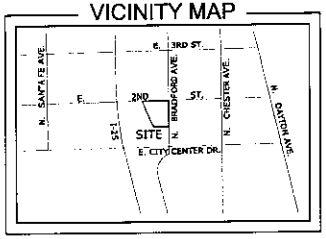
COMPASS SURVEYING & MAPPING, LLC
3253 WEST CAREFREE CIRCLE
COLORADO SPRINGS, CO 80917
719-354-4120
WWW.CSAMLLC.COM
INFO@SURVEYINGCOLORADO.COM

REZONING SITE PLAN

A PORTION OF BLOCK 14, PUEBLO
CITY OF PUEBLO, COLORADO

REVISIONS:	
PROJECT NO.	25066
DATE:	JUNE 10, 2025
DRAWN BY:	JMJ
CHECKED BY:	MSJ
SHEET:	1 OF 1

VICINITY MAP



LEGAL DESCRIPTION: Rec. No 2330909

Lots 1 unit 3 and the northeasterly half of Lot 3, Block 14, Pueblo, City of Pueblo, Pueblo County, Colorado

NOTES:

1) This is a Sign Application Site Plan. It is not a Land Survey Plat or Improvement Survey Plat. No research of easements, encumberances or title of record was performed by Compass Surveying and Mapping, LLC. No Title Commitment was provided for this Drawing. Shown easements are per the recorded plat.

2) Pueblo County Parcel No.: 05-241-05-010

3) Address: Vacant Land, Pueblo, Colorado 81008

4) Field work was completed on April 24, 2025

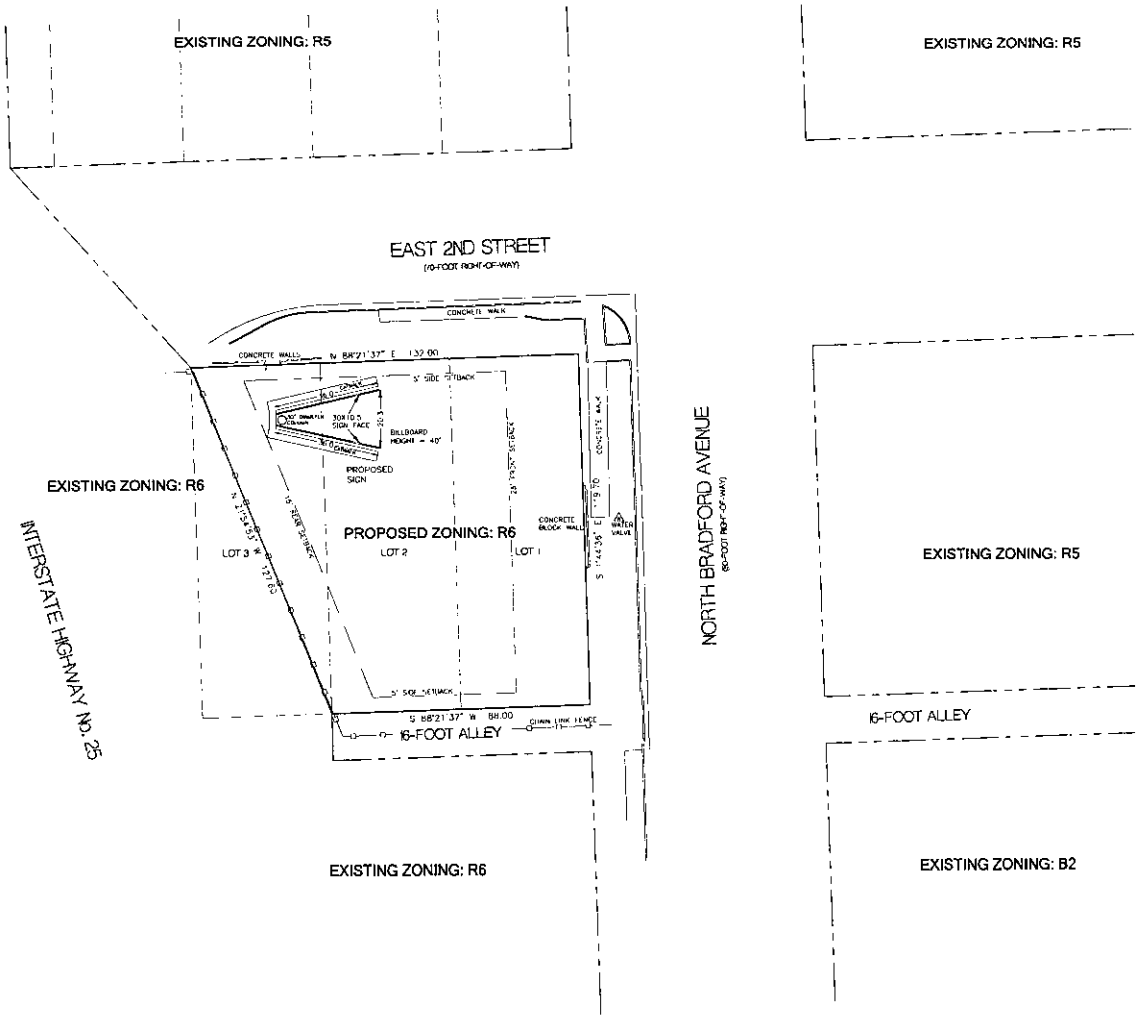
5) This site is zoned: M-6 (Multiple-residential and Commercial District

Building Setbacks:

Front:	25'
Side:	5'
Rear:	15'

Applicant
Lamar Advertising
Justin Johnston - Real Estate Manager
720 Seedling Ct., Colorado Springs, CO 80915
719-309-3024 - JJohnston@lamar.com

Owner
Melvin Ortiz
3900 Arafee St
Pueblo, CO 81005



GRAPHIC SCALE
20 0 10 20
(IN FEET)
1 inch = 20 ft.

COMPASS SURVEYING & MAPPING, LLC
3253 WEST CAREFREE CIRCLE
COLORADO SPRINGS, CO 80917
719-954-4120
WWW.CSAMLLC.COM
INFO@SURVEYINGCOLORADO.COM

SIGN APPLICATION SITE PLAN

A PORTION OF BLOCK 14, PUEBLO
CITY OF PUEBLO, COLORADO

REVISIONS:	

PROJECT NO.	25066
DATE:	JUNE 10, 2025
DRAWN BY:	JMJ
CHECKED BY:	MSJ
SHEET:	1 OF 1

Zone District: B-3 (Highway and Arterial Business District)

Purpose. The standards of this district (B-3) are intended to provide areas along highways and arterial streets for location of business and services.

Setbacks: Front: 25' Side: 15'* Rear: 15'*
* Does not apply on the portion of the parcel adjacent to another parcel also in a business or Industrial zone. It does apply when the portion of the parcel is adjacent to a residential or special zone (streets and alleys not considered.).

Coverage:	50%	
Floor Area Ratio:	1.5	
Max. Height:	50'	(See Section 17-4-6 for additional setbacks required for structures over 35' in height)
Minimum Lot Width:	50'	
Minimum Lot Size:	5,000 Square Feet	

Performance standards: § 17-4-5(1).

Outdoor Lighting § 17-4-52 Outdoor Lighting Performance Standards.

Off Street Parking § 17-4-43 Off-street parking non-residential.

Landscape: Required. § 17-4-7

Public Sidewalks: § 17-4-44

Permitted Uses § 17-4-51(c)

Uses by right.

1. Accessory commissary
2. Accessory community garden
3. Accessory dwelling unit, established
4. Accessory heliport, emergency medical
5. Adult day service center
6. Ambulance service
7. Art gallery
8. Auditorium
9. Automobile dealership
10. Automobile rental
11. Bakery, retail
12. Banquet hall
13. Bar, tavern
14. Beauty salon or barbershop
15. Bed and breakfast home
16. Bed and breakfast inn
17. Blood bank or donor station
18. Body art studio
19. Bowling alley
20. Broadcasting studio
21. Butcher shop
22. Car wash
23. Catering service
24. Charitable institution
25. Child care center
26. Civic club
27. Community center
28. Contractor's shop
29. Dog care facility
30. Farmers market
31. Financial drive-up facility
32. Financial institution
33. Funeral home
34. Gas station
35. General service
36. Health club
37. Hospital
38. Hotel (Motel)
39. Instructional studio
40. Laundromat
41. Laundry service
42. Library
43. Massage establishment
44. Mortuary
45. Museum
46. Office, general
47. Office, medical
48. Office, professional
49. Parking lot
50. Parking structure
51. Pawnshop
52. Pet shop

Uses by right.

53. Pharmacy
54. Photography studio
55. Precious metal purchaser
56. Print shop
57. Public utilities
58. Recreation facilities, indoor
59. Religious institution
60. Residence, established
61. Restaurant
62. Restaurant, carry-out
63. Retail sales, auto parts
64. Retail sales, big box
65. Retail sales, garden center
66. Retail sales, general
67. Retail sales, liquor store
68. Retail sales, tires
69. School, college or university
70. School, general
71. School, preschool
72. Temporary farmers market
73. Theater, general
74. Theater, multiplex
75. Truck stop
76. Urgent care facility
77. Wedding facility

Uses by review.

1. Automobile repair, body shop
2. Commercial, established
3. Commissary
4. Community correctional facility or program
5. Crematory
6. Flea market
7. Food and drink processing facility, minor
8. Food warehousing
9. Heliport, emergency medical
10. Homeless shelter
11. Hospice care facility
12. Kennel (cattery)
13. Laboratory
14. Microbrewery
15. Mobile home sales
16. Parks, trails and open space
17. Pawnshop, automobile
18. Payday loan agency
19. Recreation facilities, general
20. Residence, condominium
21. Residence, multifamily
22. Residence, watchman or caretaker
23. Shooting range
24. Storage facility, outdoor
25. Storage facility, self-storage
26. Student Housing
27. Temporary retail sales, intermittent
28. Tow service
29. Transit station
30. Truck sales and service
31. Warehousing uses
32. Wholesaling uses
33. Wind Turbine

Conditional uses:

1. Accessory antenna
2. Accessory commercial patio
3. Accessory drive-thru
4. Accessory emergency generator
5. Accessory medical marijuana home cultivation
6. Accessory medical marijuana optional cultivation
7. Accessory solar array
8. Artist studio
9. Automobile repair, lube shop
10. Automobile repair, paintless dent repair
11. Automobile repair, repair shop
12. Brewpub
13. Community garden
14. Development in floodplain
15. Home based business
16. Medical marijuana center (dispensary) (Limited use permit)
17. Mobile food vendor
18. Recreational vehicle, sales and service
19. Rental shop, equipment
20. Rental shop, general
21. Repair shop, consumer items
22. Repair shop, durable goods
23. Retail marijuana testing facility
24. Retail sales, building materials
25. Retail sales, retail marijuana
26. School, trade
27. Smoking lounge
28. Temporary construction yard
29. Temporary mobile auto repair
30. Temporary outdoor sales, seasonal
31. Tower (Antenna)
32. Veterinary clinic
33. Woodworking

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

Zone District: R-6 (Multiple-residential and Commercial District)

Purpose. The standards of this district (R-6) are highway-oriented and designed to retain and provide areas of mixed residence, commercial use and accommodations for transients.

Setbacks:	Front	25’	Side	5’	Rear 15’
	See Section 17-4-6 for multi-story buildings OVER 35’ in height				
Coverage:	50%				
Floor Area Ratio	2				
Max. Height	Unlimited				
Minimum Lot Width:	50’				
Minimum Lot Size:	3,000 Square Feet (*)				

(*) Three (3) to five (5) family dwelling unit structures shall have one thousand five hundred (1,500) square feet of lot area per dwelling unit.

(*) Six (6) or more family dwelling unit structures and other permitted uses shall have a minimum of eight thousand (8,000) square feet of lot area or one thousand (1,000) square feet per dwelling unit, whichever is greater and, if one (1) to three (3) habitable stories, shall provide at least twenty percent (20%) of the parcel in landscaped open space; if over four (4) habitable stories, shall provide at least fifty percent (50%) of the parcel in landscaped open space. Up to one-half (1/2) of the required open space may be in the form of balconies of at least four (4) feet wide on roofs developed and maintained as garden or recreation areas, but in no case shall space provided for off-street parking, loading or road access ways be counted as open space; and provided that the other permitted uses shall provide a parcel of land at least five thousand (5,000) square feet.

Single Family Homes:	§ 17-4-11 Single family home placement standards
Performance standards:	§ 17-4-4(c)
Off Street Parking	§ 17-4-43 Off-street parking nonresidential.
Landscape:	Required § 17-4-7. Landscape performance standards.
Outdoor Lighting	§ 17-4-52 Outdoor Lighting Performance Standards.
Public Sidewalks:	§ 17-4-44

Permitted Uses § 17-4-51(c)

Uses by right.

1. Accessory commissary
2. Accessory community garden
3. Accessory dwelling unit, established
4. Accessory heliport, emergency medical
5. Bar, tavern
6. Beauty salon or barbershop
7. Bed and breakfast home
8. Bed and breakfast inn
9. Boarding-house
10. Car wash
11. Charitable institution
12. Child care center
13. Convent / Monastery
14. Gas station
15. Home, Children
16. Home, Disabled
17. Home, elderly
18. Hospital
19. Hotel (Motel)
20. Laundromat
21. Library
22. Manufactured home, one-family
23. Mixed Use
24. Mortuary
25. Office, general
26. Office, medical
27. Office, professional
28. Parking lot
29. Photography studio
30. Religious institution
31. Residence, condominium
32. Residence, multifamily
    Residence, one-family
33. Residence, townhouse
34. Residence, two-family (duplex)
35. Restaurant
36. Retail sales, general
37. Retail sales, liquor store
38. Wedding facility

Uses by review.

1. Accessory drive-thru
2. Accessory emergency generator
3. Catering service
4. Commercial, established
5. Community center
6. Community correctional facility or program
7. Financial institution
8. Funeral home
9. General service
10. Golf course
11. Group care facility
12. Halfway house
13. Homeless shelter
14. Massage establishment
15. Mobile home sales
16. Nursery
17. Nursing home
18. Parks, trails and open space
19. Pawnshop
20. Public utilities
21. Recreation facilities, general
22. Recreation facilities, indoor
23. Recreational park
24. Recreational vehicle, sales and service
25. Restaurant, carry-out
26. Retail sales, garden center
27. Sign, billboard
28. Student Housing
29. Temporary outdoor sales, seasonal
30. Veterinary clinic

Conditional uses:

1. Accessory antenna
2. Accessory commercial patio
3. Accessory medical marijuana home cultivation
4. Accessory solar array
5. Brewpub
6. Child care home
7. Community garden
8. Development in floodplain
9. Home based business
10. Legal non-conforming uses
11. Temporary construction yard
12. Temporary model home (sales office)

August 25, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Justin Johnston, Lamar Advertising, for the approval of the following application:

Z-25-15 Rezone: A rezoning of approx. 0.30 acres of land known as 151 N Bradford Ave located between E 2nd St and E City Center Dr from a Highway and Arterial (B-3) Business to Multiple-Residential and Commercial (R-6) Zone District.

The Planning and Zoning Commission meeting will be held on **September 10, 2025, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

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

Beritt Odom, Director of Planning & Community Development
By Hannah Prinzi, Planner
(719) 553-2259

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Beritt Odom, Director of Planning & Community Development
By Hannah Prinzi, Planner
(719) 553-2259

CASE NUMBER: Z-25-15

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 151 N Bradford Ave. 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.

August 26, 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 151 N. Bradford Ave. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

August 26, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

Owner	OwnerStree	OwnerCity	Own	OwnerZip
206 BRADFORD LLC	33776 FORD RD	PUEBLO	CO	81006-9432
209 N B A LLC	14423 E WAGONTRAIL	AURORA	CO	80015-2159
AEON PROPERTIES SOUTH LLC	PO BOX 9331	COLORADC	CO	80932-0331
ARELLANO JOSEPH D	219 N BRADFORD AVE	PUEBLO	CO	81003-3323
BAROS FRED	20004 ASPEN ROSE DR	WESTON	CO	81091-7709
BLISSFUL HOMES LLC	8420 SWEETGUM TERI	COLORADC	CO	80920
C D B HOLDINGS #301 LLC	3005 DRAKESTONE DR	COLORADC	CO	80909-1356
DAHL REGIS E + DAHL PAULA	306 E 2ND ST	PUEBLO	CO	81003
DEMARCO BETHANY CHRISTINA	1800 KINGSROYAL BLV	PUEBLO	CO	81005-2183
F I P HOLDINGS LLC	5994 S HOLLY ST PMB	GREENWO	CO	80111-4221
FARRAND PATRICK BRIAN	312 E 2ND ST	PUEBLO	CO	81003-3305
GALLEGOS FRANK / MAEZ CINDY	302 E 2ND ST	PUEBLO	CO	81003-3305
HARGUS DAVID ALLEN	313 E CITY CENTER DR	PUEBLO	CO	81003-3007
IBARRA VERONICA/IBARRA SIMONE	2512 TAYLOR LN	PUEBLO	CO	81005-2743
LEON AMY A	221 E 2ND ST	PUEBLO	CO	81003-3302
M E J 4 C PRPOPERTIES LLC/JORDAN DA	PO BOX 8477	PUEBLO	CO	81008-8477
MATA PATRICIA COLLEEN	314 E 2ND ST	PUEBLO	CO	81003-3305
MICELI GARY R/MICELI JENNY M	39 S GOLFVIEW DR	PUEBLO W	CO	81007-1809
ORTIZ MELVIN	3900 AZALEA ST	PUEBLO	CO	81005-3012
PARROT HEAD PROPERTIES LLC	3000 8TH AVE	PUEBLO	CO	81008-1219
PINEDO ALICE M	224 E 3RD ST	PUEBLO	CO	81003-3307
RAEL MARTHA/RAEL SYLVIA L/MCGANN AI	303 N BRADFORD AVE	PUEBLO	CO	81003-3325
RAIGOZA FERNANDO P	109 N CHESTER AVE	PUEBLO	CO	81003-3331
REBETERANO JANA	220 S BRADFORD AVE	PUEBLO	CO	81003-3328
REDROCK INVESTMENT TRUST	455 MACKENZIE AVE	CANON CIT	CO	81212-9334
SHARP JAMES L/SHARP JACQUELYNN S	2928 7TH AVE	PUEBLO	CO	81008-1213
STRINGER MATTHEW T	3932 GOODNIGHT AV	PUEBLO	CO	81005-1120
TORRES LORRIE ANN GONZALEZ/TORRES C	311 E 2ND ST	PUEBLO	CO	81003-3304
TRUJILLO RACQUEL LEANNE/ARAGON CRU	317 E 2ND ST	PUEBLO	CO	81003-3304
TWO CITY PRO LLC	4310 LOOMIS	COLORADC	CO	80906-5212
URENDA PETE	PO BOX 110956	AURORA	CO	80042-0956
VIGIL RICHARD R	320 E 2ND ST	PUEBLO	CO	81003-3305

Docusign Envelope ID: 92D377A6-00FA-4EFF-A41E-F636474CBA43

City Clerk's Office Item # R2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE EXTENDING THE DEFERRED FILINGS PERIOD FOR THE MEMORIAL HEIGHTS SUBDIVISION TO MAY 31, 2026

SUMMARY:

This ordinance extends the deferred filings period for the Memorial Heights subdivision until May 31, 2026.

PREVIOUS COUNCIL ACTION:

Ordinance No. 9995, which conditionally approved the Memorial Heights Subdivision was passed by City Council on August 23, 2021 and approved by the Mayor on August 24, 2021.

BACKGROUND:

The City received an application for resubdivision of properties located within the Central Pueblo, Hobson's, and Kretschmer's Subdivisions, respectively, in 2021. The subdivision plat was ultimately approved on August 24, 2021 under Ordinance No. 9995, with a condition that all required documentation supporting the subdivision be submitted and approved within one year of the ordinance being approved. That condition was not met and the ordinance is now in a "rescinded" status unless City Council takes action to affirmatively extend the deferred filings deadline for the subdivision through passage of an ordinance. The property owner has recently submitted the final documentation required for the subdivision and is requesting that the City record the subdivision plat and associated documents. In order to proceed with recording the subdivision documents, Council must authorize an extension to the deferred filings deadline specified in Section 12-4-8 (b) (2) of the Pueblo Municipal Code.

Docusign Envelope ID: 92D377A6-00FA-4EFF-A41E-F636474CBA43

FINANCIAL IMPLICATIONS:

There are no direct financial implications to the City as a result of the passage and approval of this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to pass and approve this ordinance will prevent the City from recording the Memorial Heights subdivision plat and associated documents and the Director of Public Works will transmit written notice to the landowner that Ordinance No. 9995 has been repealed. This would require the landowner to submit a new subdivision application.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

None

Docusign Envelope ID: 92D377A6-00FA-4EFF-A41E-F636474CBA43

ORDINANCE NO. 11059

AN ORDINANCE EXTENDING THE DEFERRED FILINGS PERIOD FOR THE MEMORIAL HEIGHTS SUBDIVISION TO MAY 31, 2026

WHEREAS, City Council by Ordinance No. 9995, adopted August 23, 2021, conditionally approved the Memorial Heights Subdivision with the condition that all deferred filings be filed with and approved by the Director of Public Works within one year unless a time extension is granted by the City Council; and

WHEREAS, the subdivider has requested such a time extension, submitted all deferred filing necessary to complete the subdivision process and has requested that the City record the subdivision plat and associated documents; and

WHEREAS, additional action by City Council is required to extend the deadline for deferred filings to allow the Director of Public Works to record the subdivision plat and associated documents. NOW THEREFORE:

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

SECTION 1.

The period for deferred filings pursuant to §12-4-5(b)(2), P.M.C., is extended through May 31, 2026 for the Memorial Heights Subdivision.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on October 14, 2025.

Final adoption of Ordinance by City Council on October 27, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...

President of City Council

Docusign Envelope ID: 92D377A6-00FA-4EFF-A41E-F636474CBA43

Action by the Mayor:

☐ Approved on 10/28/2025 | 4:01 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

Docusign Envelope ID: 92D377A6-00FA-4EFF-A41E-F636474CBA43

City Clerk's Office Item # R3

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 27, 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 VILLA BELLA SUBDIVISION, FILING NO. 2

SUMMARY:

The applicant is requesting to subdivide 48.240-acres into 310 residential lots and multiple parcels for public utilities, landscaping, drainage, detention, and sidewalk.

PREVIOUS COUNCIL ACTION:

City Council approved amending the zoning restrictions for the Villa Bella PUD on May 24, 2021 by Ordinance No. 9938.
City Council approved amending the zoning restrictions for the Villa Bella PUD on April 11, 2022 by Ordinance No. 10149.
City Council approved vacating two (2) 20-foot public utility and drainage easements on September 12, 2022 by Ordinance No. 10267.
City Council approved the Villa Bella Filing No. 2 Subdivision on September 12, 2022, by Ordinance 10269; the conditional approval from 2022 expired September 12, 2023, according to Section 12-4-5, (b), 2., of the Pueblo Municipal Code.

BACKGROUND:

The proposed subdivision is located east of CSU-P, south of Villa Bella Expeditionary School, and north of Cesar Chavez Blvd. and is a re-subdivision of the western portion of the Villa Bella, Filing No. 1, Subdivision (2009). Villa Bella, Filing No. 1 was originally subdivided for multifamily and office/commercial uses and was governed by the original Villa Bella PUD Development Guide. The Villa Bella PUD Development Guide has been amended several times; the most recent amendment occurred in 2025. The latest PUD amendment incorporated newly annexed land into the PUD Zone District, modified park development requirements, and modified lot width and area requirements for residential development. Villa Bella, Filing No. 2 was reviewed according to the new “Residences at Villa Bella” PUD Development Guide, with the findings provided below.

Docusign Envelope ID: 92D377A6-00FA-4EFF-A41E-F636474CBA43

Residential Lots:
Villa Bella, Filing No. 2, divides the property into 310 modestly sized single-family residential lots. The current PUD Development Guide requires all single-family residential lots to have a 35-foot width. All lots within the proposed subdivision meet the minimum lot width and area requirements.

Parcels:
Parcels A through L are dedicated for perpetual use as public utility easements, landscaping, and sidewalk. According to the dedication, surface amenities within the parcels must be replaced by the property owner in the event the City or other utilities need to enter the easements. Property owners and/or the Villa Bella Metropolitan District No. 1, are responsible for installing and maintaining all landscaping.

Parks:
Under the recently amended PUD Development Guide, the subdivider is required to dedicate .0034 acres of pocket park per dwelling unit, at the time of subdivision. According to the Residences as Villa Bella PUD Development Guide, all required pocket parks must be constructed by the developer and maintained by a Special District, Metropolitan District, or Homeowners Association. Pocket Parks are required to be located within .5 miles of the dwelling units they are intended to serve. The subdivider is proposing to dedicate a 1.054-acre pocket park in Parcel E of the Villa Bella, Filing No. 1 Subdivision. The proposed 1.054-acre park meets the area dedication requirement and is located within approximately .5 miles of the residential lots in Filing No. 2. Parcel E of Villa Bella, Filing No. 1 is dedicated as public park, however; under the first PUD Development Guide, parks were required to be dedicated according to Municipal Code Title XII standards. Because of this, the land area was intended to be deeded to the City for perpetual park use. City Parks, Planning, Stormwater, and Public Works support the proposed pocket park dedication and development in Parcel E, but will require an agreement addressing construction, acceptance, transfer of the entire Parcel E to the developer/metro district/HOA, and maintenance to be recorded simultaneously with the plat after approval by City Council. Allowing construction of the park requirements for Filing No. 2, in Parcel E, of Filing No. 1, will provide active and passive park amenities for the residents of both subdivision filings.

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:

Docusign Envelope ID: 92D377A6-00FA-4EFF-A41E-F636474CBA43

If City Council does not approve this Ordinance, the site will not be re-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-21-10 Combined Attachments

Docusign Envelope ID: 92D377A6-00FA-4EFF-A41E-F636474CBA43

ORDINANCE NO. 11060

AN ORDINANCE APPROVING THE VILLA BELLA SUBDIVISION, FILING NO. 2

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

SECTION 1.

The final plat of the Villa Bella Subdivision, Filing No. 2, being a subdivision of land legally described as:

TRACTS OF LAND IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, PUEBLO COUNTY, COLORADO, BEING A REPLAT OF BLOCKS 1, 2, 3, AND 4 “VILLA BELLA SUBDIVISION FILING NO. 1” UNDER RECEPTION NO. 1805424 OF THE PUEBLO COUNTY, COLORADO RECORDS, TOGETHER WITH CBI WAY AND A PORTION OF NAPOLI WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, “VILLA BELLA SUBDIVISION FILING NO. 1”, SAID POINT LING ON THE EAST RIGHT OF WAY LINE OF TROY AVENUE AS SHOWN ON SAID PLAT;

THENCE ALONG SAID EAST LINE THE FOLLOWING TWO (2) COURSES:

1. THENCE N01°15'11"W A DISTANCE OF 1.22 FEET TO A POINT OF CURVE;
2. THENCE 63.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 3°07'26", THE CHORD OF 63.78 FEET BEARS N00°15'28"W TO THE SOUTHWEST CORNER OF PARCEL “A”, “VILLA BELLA SUBDIVISION FILING NO. 1”;

THENCE ALONG THE SOUTH AND EAST LINES THEREOF THE FOLLOWING TWO (2) COURSES:

1. THENCE N89°15'26"E A DISTANCE OF 436.33 FEET;
2. THENCE N01°51'33"W A DISTANCE OF 337.36 FEET TO THE SOUTH RIGHT-OF WAY LINE OF AFORESAID NAPOLI WAY;

THENCE N88°08'27"E ALONG SAID SOUTH LINE A DISTANCE OF 424.85 FEET;

THENCE N01°51'33"W A DISTANCE OF 60.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NAPOLI WAY;

THENCE ALONG SAID NORTH LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE S88°08'27"W A DISTANCE OF 537.91 FEET TO A POINT OF CURVE;
2. THENCE 86.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 25°18'19", THE CHORD OF 436.27 FEET BEARS N35°39'37"E TO A POINT OF TANGENT;

Docusign Envelope ID: 92D377A6-00FA-4EFF-A41E-F636474CBA43

3. THENCE N66°33'15"W A DISTANCE OF 128.50 FEET TO THE AFORESAID EAST RIGHT-OF-WAY LINE OF TROY AVENUE;

THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE 438.84 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 21°29'25", THE CHORD OF 436.27 FEET BEARS N35°39'37"E TO A POINT OF TANGENT;
2. THENCE N46°24'19"E A DISTANCE OF 233.56 FEET TO A POINT OF CURVE;
3. THENCE 42.93 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,300.00 FEET, A CENTRAL ANGLE OF 1°53'31", THE CHORD OF 42.92 FEET BEARS N45°27'34"E TO THE SOUTH RIGHT-OF-WAY LINE OF TORINO WAY AS SHOWN ON “VILLA BELLA SUBDIVISION FILING NO. 1”;

THENCE ALONG SAID SOUTH LINE THE FOLLOWING FOUR (4) COURSES:

1. THENCE 263.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 34°16'26", THE CHORD OF 259.30 FEET BEARS S74°43'20"E TO A POINT OF TANGENT;
2. THENCE N88°08'27"E A DISTANCE OF 341.45 FEET TO A POINT OF CURVE;
3. THENCE 251.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 15°00'00", THE CHORD OF 250.61 FEET BEARS S84°21'33"E TO A POINT OF TANGENT;
4. THENCE S76°51'33"E A DISTANCE OF 88.90 FEET TO THE WEST RIGHT-OF-WAY LINE OF BERGAMO DRIVE AS SHOWN ON “VILLA BELLA SUBDIVISION FILING NO. 1”;

THENCE ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE S13°08'27"W A DISTANCE OF 66.63 FEET TO A POINT OF CURVE;
2. THENCE 272.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,040.00 FEET, A CENTRAL ANGLE OF 15°00'00", THE CHORD OF 271.49 FEET BEARS S05°38'27"W TO A POINT OF TANGENT;
3. THENCE S01°51'33"E A DISTANCE OF 621.02 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16;

THENCE S89°15'26"W ALONG SAID SOUTH LINE, 1,468.15 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 1,128,588 SQUARE FEET (25.909 ACRES) MORE OR LESS.

TOGETHER WITH: LOTS 1 AND 2, BLOCK 5 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 420,846 SQUARE FEET (9.661 ACRES) MORE OR LESS.

TOGETHER WITH: LOT 1, BLOCK 6 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 384,964 SQUARE FEET (8.838 ACRES) MORE OR LESS.

Docusign Envelope ID: 92D377A6-00FA-4EFF-A41E-F636474CBA43

TOGETHER WITH: LOT 1, BLOCK 7 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 166,915 SQUARE FEET (3.832 ACRES) MORE OR LESS.

SAID PARCELS CONTAIN A COMBINED CALCULATED AREA OF 2,101,313 SQUARE FEET (48.240 ACRES MORE OR LESS.)

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16, T20S, R64W OF THE 6th P.M., PUEBLO COUNTY, COLORADO, BEING MONUMENTED AT THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, AND 21 WITH A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S17 S16 S20 S21 2009 LS 36061" FROM WHENCE THE QUARTER CORNER COMMON TO SECTIONS 16 AND 21 BEING MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S16 S21 1/4 2009 LS 36061" BEARS N89°15'26"E A DISTANCE OF 2,665.71 FEET

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 and to perform any and all acts consistent with the intent of the Ordinance to implement the policies and procedures described herein.

Docusign Envelope ID: 92D377A6-00FA-4EFF-A41E-F636474CBA43

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 October 14, 2025.

Final adoption of Ordinance by City Council on October 27, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☐ Approved on 10/28/2025 | 4:01 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Docusign Envelope ID: 92D377A6-00FA-4EFF-A41E-F636474CBA43

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

VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT CALEB DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND LORSON NORTH LAND CORP., A COLORADO CORPORATION, BEING THE SOLE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

TRACTS OF LAND IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, PUEBLO COUNTY, COLORADO , BEING A REPLAT OF BLOCKS 1, 2, 3, AND 4 "VILLA BELLA SUBDIVISION FILING NO. 1" UNDER RECEPTION NO. 1805424 OF THE PUEBLO COUNTY, COLORADO RECORDS, TOGETHER WITH CBI WAY AND A PORTION OF NAPOLI WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, "VILLA BELLA SUBDIVISION FILING NO. 1" SAID POINT LING ON THE EAST RIGHT OF WAY LINE OF TROY AVENUE AS SHOWN ON SAID PLAT;

THENCE ALONG SAID EAST LINE THE FOLLOWING TWO (2) COURSES:

1. THENCE N01°49'11"W (N01°49'18"W PLAT) A DISTANCE OF 1.22 FEET TO A POINT OF CURVE;
2. THENCE 63.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 3°07'26", THE CHORD OF 63.78 FEET BEARS N00°15'28"W TO THE SOUTHWEST CORNER OF PARCEL "A", "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE ALONG THE SOUTH AND EAST LINES THEREOF THE FOLLOWING TWO (2) COURSES:

1. THENCE N89°15'26"E (N89°15'18"E PLAT) A DISTANCE OF 436.33 FEET;
2. THENCE N01°51'33"W (N01°51'41"W PLAT) A DISTANCE OF 337.36 FEET TO THE SOUTH RIGHT-OF WAY LINE OF AFORESAID NAPOLI WAY;

THENCE N88°08'27"E (N88°08'19"E PLAT) ALONG SAID SOUTH LINE A DISTANCE OF 424.85 FEET;

THENCE N01°51'33"W A DISTANCE OF 60.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NAPOLI WAY;

THENCE ALONG SAID NORTH LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE S88°08'27"W (S88°08'19"W PLAT) A DISTANCE OF 537.91 FEET TO A POINT OF CURVE;
2. THENCE 86.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 25°18'19", THE CHORD OF 436.27 FEET BEARS N35°39'37"E TO A POINT OF TANGENT;
3. THENCE N66°33'15"W (N66°33'22"W PLAT) A DISTANCE OF 128.50 FEET TO THE AFORESAID EAST RIGHT-OF-WAY LINE OF TROY AVENUE;

THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE 438.84 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 21°29'25", THE CHORD OF 436.27 FEET BEARS N35°39'37"E TO A POINT OF TANGENT;
2. THENCE N46°24'19"E (N46°24'12"E PLAT) A DISTANCE OF 233.56 FEET TO A POINT OF CURVE;
3. THENCE 42.93 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,300.00 FEET, A CENTRAL ANGLE OF 1°53'31", THE CHORD OF 42.92 FEET BEARS N45°27'34"E TO THE SOUTH RIGHT-OF-WAY LINE OF TORINO WAY AS SHOWN ON "VILLA BELLA SUBDIVISION FILING NO. 1";

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2. THENCE N88°08'27"E (N88°08'19"E PLAT) A DISTANCE OF 341.45 FEET TO A POINT OF CURVE;
3. THENCE 251.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 15°00'00", THE CHORD OF 250.61 FEET BEARS S84°21'33"E TO A POINT OF TANGENT;
4. THENCE S76°51'41"E (S76°51'33"E PLAT) A DISTANCE OF 88.90 FEET TO THE WEST RIGHT-OF-WAY LINE OF BERGAMO DRIVE AS SHOWN ON "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE S13°08'27"W (S13°08'19"W PLAT) A DISTANCE OF 66.63 FEET TO A POINT OF CURVE;
2. THENCE 272.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,040.00 FEET, A CENTRAL ANGLE OF 15°00'00", THE CHORD OF 271.49 FEET BEARS S05°38'27"W TO A POINT OF TANGENT;
3. THENCE S01°51'33"E (S01°51'41"E PLAT) A DISTANCE OF 621.02 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16;

THENCE S89°15'26"W (S89°15'18"W PLAT) ALONG SAID SOUTH LINE, 1,468.15 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 1,128,588 SQUARE FEET (25.909 ACRES) MORE OR LESS.

TOGETHER WITH: LOTS 1 AND 2, BLOCK 5 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 420,846 SQUARE FEET (9.661 ACRES) MORE OR LESS.

TOGETHER WITH: LOT 1, BLOCK 6 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 384,964 SQUARE FEET (8.838 ACRES) MORE OR LESS.

TOGETHER WITH: LOT 1, BLOCK 7 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 166,915 SQUARE FEET (3.832 ACRES) MORE OR LESS.

SAID PARCELS CONTAIN A COMBINED CALCULATED AREA OF 2,101,313 SQUARE FEET (48.240 ACRES MORE OR LESS.)

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED, AND SUBDIVIDED INTO LOTS, BLOCKS, PARCELS, AND STREETS AND HAS SHOWN CERTAIN EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE, AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED, AND NAMED ON THE PLAT, FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS "VILLA BELLA SUBDIVISION, FILING NO. 2"

DEDICATION

ALL OF THE STREETS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

PARCELS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", AND "L" AS SHOWN HEREON ARE HEREBY DEDICATED FOR PERPETUAL USE AS PUBLIC UTILITY EASEMENTS. THESE PARCELS ARE ALSO DEDICATED FOR PERPETUAL USE FOR LANDSCAPING AND SIDEWALK, SUBJECT TO THE FOLLOWING RESTRICTIONS.

WITH RESPECT TO ALL EASEMENTS FOR PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO SANITARY AND STORM WATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT, OR OTHERWISE HEREON, THE CITY OF PUEBLO SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET, OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION, OR REMOVAL OF ALL OR ANY PARTS OF SAID PUBLIC UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM SAID OWNER(S).

SURFACE AMENITIES WITHIN DRAINAGE OR SANITARY SEWER EASEMENTS SHALL BE REPLACED AT THE EXPENSE OF THE PROPERTY OWNER IN THE EVENT OF MAINTENANCE OF PUBLIC FACILITIES WITHIN THE EASEMENTS BY THE CITY OF PUEBLO.

LANDSCAPING LOCATED WITHIN PARCELS DEDICATED FOR SUCH PURPOSE, AS SHOWN HEREON, SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD CONDITION BY THE OWNER(S) AND/OR THE VILLA BELLA METROPOLITAN DISTRICT NO. 1, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON.

ALL PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____, AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

THE PROPERTY IS SUBJECT TO THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE VILLA BELLA METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED _____, 202_, UNDER RECEPTION NO. _____

THE OWNER(S) HEREBY ACCEPT THE VEHICULAR ACCESS RESTRICTIONS SHOWN HEREON.

OWNER:

IN WITNESS WHEREOF, JEFF MARK, AS MANAGER OF CALEB DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2025, A.D.

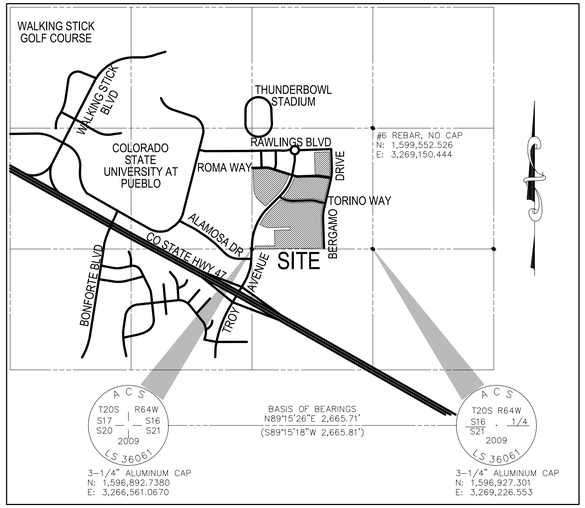
_____
JEFF MARK, MANAGER
CALEB DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY

NOTARIAL:

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS THIS _____ DAY OF _____, 2025, A.D. BY JEFF MARK, AS MANAGER, CALEB DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY

WITNESS MY HAND AND OFFICIAL SEAL:
MY COMMISSION EXPIRES: _____
NOTARY PUBLIC: _____



VICINITY MAP

N.T.S.

EASEMENTS:

ALL LOTS ARE HEREBY PLATTED WITH FIVE (5) FOOT WIDE FRONT, FIVE (5) FOOT WIDE SIDE, AND SEVEN (7) FOOT WIDE REAR PUBLIC UTILITY AND DRAINAGE EASEMENTS.

THE SOLE RESPONSIBILITY FOR MAINTENANCE OF THESE EASEMENTS IS HEREBY VESTED WITH THE INDIVIDUAL PROPERTY OWNER.

COORDINATES STATEMENT:

COLORADO SOUTH STATE PLANE ZONE 0503 NAD 83 ESTABLISHED FROM GPS OBSERVATIONS. COMBINED SCALE FACTOR 1.0002483187. PROJECT HEIGHT 4768.47.
LATITUDE N38°18'34.18898"
LONGITUDE W104°33'43.16442"

OWNER:

IN WITNESS WHEREOF, JEFF MARK, AS MANAGER OF LORSON NORTH LAND CORP., A COLORADO CORPORATION, HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2025, A.D.

_____
JEFF MARK, MANAGER
LORSON NORTH LAND CORP., A COLORADO CORPORATION

NOTARIAL:

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS THIS _____ DAY OF _____, 2025, A.D. BY JEFF MARK, AS MANAGER, LORSON NORTH LAND CORP., A COLORADO CORPORATION

WITNESS MY HAND AND OFFICIAL SEAL:
MY COMMISSION EXPIRES: _____
NOTARY PUBLIC: _____

PLAT NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16, T20S, R64W OF THE 6th P.M., PUEBLO COUNTY, COLORADO, BEING MONUMENTED AT THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, AND 21 WITH A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S17 S16 S20 S21 2009 LS 36061" FROM WHENCE THE QUARTER CORNER COMMON TO SECTIONS 16 AND 21 BEING MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S16 S21 1/4 2009 LS 36061" BEARS N89°15'26"E (N89°15'18"E RECORD) A DISTANCE OF 2,665.71 (2,665.81 RECORD) FEET.
2. THE FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 08101C0512 D, WITH AN EFFECTIVE DATE OF AUGUST 15, 2019 HAS BEEN EXAMINED AS IT RELATES TO THE PROPERTY BEING PLATTED. THERE ARE NO DESIGNATED FLOOD ZONES SHOWN THEREON FOR THE AREA BEING PLATTED.
3. THIS PLAT WAS PREPARED WITH A COMMITMENT FOR TITLE INSURANCE ISSUED AUGUST 14, 2024 BY STEWART TITLE COMPANY dba EMPIRE TITLE, A DIVISION OF STEWART WITH AN EFFECTIVE DATE OF FEBRUARY 7, 2025 AT 8:00 AM, FILE NO. 2407439-IO, WHICH HAS BEEN EXAMINED AS IT RELATES TO THE PROPERTY BEING PLATTED.
4. THIS PROPERTY IS SUBJECT TO PROPERTY TAXES, RATES, FEES, TOLLS, CHARGES, AND ASSESSMENTS OF THE VILLA BELLA METROPOLITAN DISTRICT NO. 1 WHICH ARE NOW LEVIED AND IMPOSED BY THIS DISTRICT OR WHICH MAY BE LEVIED AND IMPOSED IN THE FUTURE. THE DISTRICT WAS CREATED BY AN ORDER AND DECREE OF PUEBLO COUNTY DISTRICT COURT, CASE NO. _____ EVIDENCED BY DOCUMENTS RECORDED IN THE RECORDS OF PUEBLO COUNTY AT RECEPTION NO. _____
5. THERE SHALL BE NO DIRECT VEHICULAR ACCESS FROM ANY LOT PLATTED HEREIN TO TROY AVENUE, RAWLINGS BOULEVARD, BERGAMO DRIVE, OR TORINO WAY.
THERE SHELL BE NO DIRECT VEHICULAR ACCESS FROM LOT 142 TO THUNDERWOLF DRIVE.
THERE SHALL BE NO DIRECT VEHICULAR ACCESS FROM LOTS 14, 15, 28, 29, 30, 31, 32, 33, 58, 59, 60, 61, 62, 63, OR 64 TO ROMA WAY.
6. THE EXISTING STREETS WERE PLATTED WITH "VILLA BELLA SUBDIVISION, FILING NO. 1" UNDER RECEPTION NO. 1805424 WITH THE CLERK AND RECORDER, PUEBLO, COLORADO.
7. EXISTING ZONING: PUD
8. THE FORMER 45' CENTRAL TELEPHONE AND UTILITIES CORPORATION EASEMENT LOCATED ALONG THE SOUTHERN BOUNDARY OF THE SUBDIVISION (RECORDED IN BOOK 1918 AT PAGE 645) HAS BEEN VACATED BY PARTIAL RELEASE OF EASEMENT RECORDED UNDER RECEPTION NO. 2333478 WITH THE CLERK AND RECORDER, PUEBLO, COLORADO.
9. A PORTION OF THE STORM WATER DETENTION FOR THIS SUBDIVISION IS LOCATED WITHIN THE DRAINAGE EASEMENT RECORDED UNDER RECEPTION NO. 2325910 WITH THE CLERK AND RECORDER, PUEBLO, COLORADO.
10. PARK REQUIREMENTS FOR THIS SUBDIVISION WILL BE MET THROUGH THE CONSTRUCTION OF A POCKET PARK IN PARCEL "E", "VILLA BELLA SUBDIVISION, FILING NO. 1". SEE "VILLA BELLA PUD PARK DEDICATION" TABLE ON SHEET 2 FOR PARK REQUIREMENTS.

SURVEYORS CERTIFICATION

THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATES AND DECLARES THAT THE ACCOMPANYING PLAT WAS SURVEYED AND DRAWN UNDER HIS RESPONSIBLE CHARGE AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND AND SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973, AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

COLORADO REGISTERED VERNON P TAYLOR 25966 PROFESSIONAL LAND SURVEYOR

_____
VERNON P. TAYLOR, COLORADO PLS NO. 25966
FOR AND ON BEHALF OF:
M&S CIVIL CONSULTANTS, INC

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 CERTIFICATION SHOWN HEREON.

IMPROVEMENTS CERTIFICATION

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. _____ 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

APPROVAL FOR RECORDING

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____

THIS IS TO CERTIFY THAT THE PLAT OF VILLA BELLA SUBDIVISION, FILING NO. 2 HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

_____ _____
CITY CLERK DATE

ACCEPTANCE OF PUBLIC FACILITIES

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, PARKS AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS 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, PARK 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 ANY PRIVATE ROADS, EASEMENTS, OR FACILITIES THAT MAY BE DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT, OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16, T20S, R64W OF THE 6th P.M., PUEBLO COUNTY, COLORADO, BEING MONUMENTED AT THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, AND 21 WITH A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S17 S16 S20 S21 2009 LS 36061" FROM WHENCE THE QUARTER CORNER COMMON TO SECTIONS 16 AND 21 BEING MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S16 S21 1/4 2009 LS 36061" BEARS N89°15'26"E A DISTANCE OF 2,665.71 FEET. [RECORD N89°15'18"E 2,665.81 FEET] AS SUCH, THE BEARINGS SHOWN HEREON ARE ROTATED 00°00'07.55" CLOCKWISE FROM THE BEARINGS SHOWN ON THE PLAT OF "VILLA BELLA SUBDIVISION, FILING NO. 1" PREPARED BY ABEL ENGINEERING PROFESSIONALS, INC. DATED JANUARY 31, 2008.

SUMMARY:

310 LOTS	33.067 ACRES	68.55%
13 PARCELS:		
P.U.&D.E. PARCELS	3.951 ACRES	8.19%
RIGHTS-OF-WAY	11.222 ACRES	23.26%
TOTAL	48.240 ACRES	100.00%

THE RESIDENCES AT VILLA BELLA 2025 PUD						
SUBDIVISION FILING NO.	ACREAGE OF SUBDIVISION	DWELLING UNITS (D.U.)	ORIGINAL VILLA BELLA PUD REQUIRED 8% PARK LAND ACCORDING TO THE CITY OF PUEBLO	AMENDED RESIDENCES AT VILLA BELLA PUD POCKET PARK REQUIRED @ 0.0034 AC PER D.U.	AREA DEDICATED TO POCKET PARKS PER SUBDIVISION	POCKET PARK LOCATION
1	192.95 AC	N/A	PARCEL "E": 3.57 AC, PARCEL "F": 5.02 AC	N/A	?	?
2	48.24 AC	310	N/A	1.054 AC*	1.054 AC	FILING 1 PARCEL "E" ADJACENT TO BERGAMO DRIVE

* POCKET PARK TO BE CONSTRUCTED IN FILING 1 PARCEL "E" BY DEVELOPER. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO CONSTRUCT THE PARK, AND OF THE METROPOLITAN DISTRICT TO MAINTAIN SAID PARK.

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
PROJECT NO.: 43-138 | DATE OF PREPARATION: 09/30/2021

REVISIONS: NO	DATE:	BY:	DESCRIPTION:
4	08/14/2024	ELY	UPDATE PLAT PER TITLE COMMITMENT REVISIONS
5	10/25/2024	ELY	REVISED PLAT PER LOT CONFIGURATION CHANGES
6	12/05/2024	ELY	ADDRESSES REVISED PER LOT RECONFIGURATIONS
7	02/27/2025	ELY	UPDATE PLAT PER TITLE COMMITMENT REVISIONS
8	06/10/2025	ELY	ADDRESS CITY OF PUEBLO 4TH REVIEW COMMENTS
9	07/22/2025	ELY	ADDRESS CITY OF PUEBLO 5TH REVIEW COMMENTS

DRAWN BY: ELY | CHECKED BY: VPT

CIVIL CONSULTANTS,INC.
212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

File: Q:\43\38 VILLA BELLA PUEBLO\VILLA BELLA LANDINGS\Survey\Plat\43138 Villa Bella Filing 2 FP.dwg, Plotstamp: 7/22/2025 4:01 PM

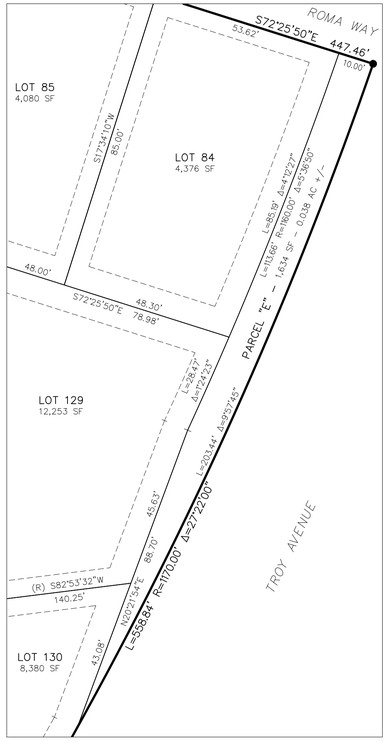
VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

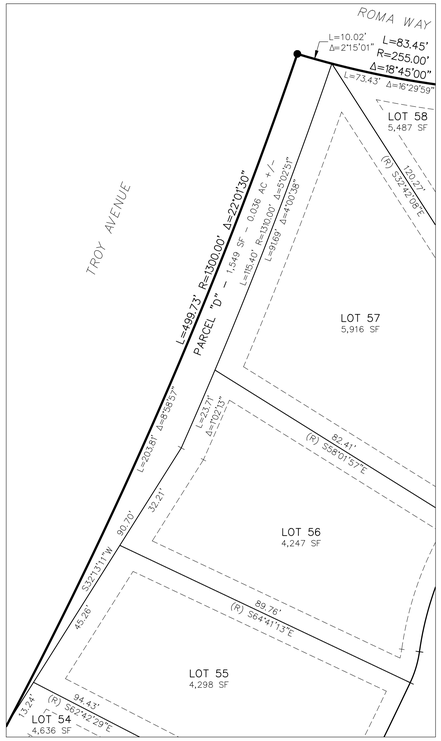

UNSUBDIVIDED COLORADO STATE UNIVERSITY PUEBLO
VILLA BELLA SUBDIVISION FILING NO. 1 REC. NO. 1805424
LOT 1 BLOCK 11
LOT 1 BLOCK 10
LOT 3 BLOCK 9
LOT 2 BLOCK 9
LOT 1 BLOCK 9
LOT 3 BLOCK 8
LOT 2 BLOCK 8
LOT 1 BLOCK 8
THUNDERWOLF DRIVE
THUNDERALLEY DRIVE
THUNDERBOWL DRIVE
TROY AVENUE
LUCCA DRIVE
ROMA WAY
NO VEHICULAR ACCESS
N88°08'27"E 330.00'
PARCEL "A" P.A., P.U., & D.E.
RAWLINGS BOULEVARD
BLOCK 16
VISTA BELLA LANE
BELLA TERRA DRIVE
BERGAMO DRIVE
SHAKESPEARE STREET
N01°51'33"W 486.30'
S01°51'33"E 366.19'
NO VEHICULAR ACCESS
L=67.43' R=960.00' Δ=4°01'54"
C2 N82°21'01"W 205.21'
C1 S82°21'01"E 202.82'
L=23.84' R=960.00' Δ=1°25'22"
PARCEL "E" PARK PARCEL (3.57± AC)
BELLA NOLTE DRIVE
BLOCK 18
BLOCK 17
BELLA LUNA DRIVE
1.054 ACRE POCKET PARK LOCATION TO MEET PARK REQUIREMENTS FOR FILING 2
VILLA BELLA SUBDIVISION FILING NO. 1 REC. NO. 1805424
BLOCK 19
PARCEL "E" PARK PARCEL (3.57± AC)
PARCEL "F" PARK PARCEL
BLOCK 20
TORINO WAY
PARCEL "K" P.U.&D.E.
S13°08'27"W 66.63'
L=272.27' R=1040.00' Δ=15°00'00"
PARCEL "F" PARK PARCEL (33.97± AC)
BLOCK 21
NAPOLI WAY
BLOCK 22
AVANTI COURT
MILANO WAY
FOUND 3-1/4" ALUMINUM CAP STAMPED AS SHOWN
A C S
T20S R64W
S17 S16
S20 S21
2009
LS 36061
17016
20121
UNSUBDIVIDED
CIVIL CONSULTANTS, INC.
UNSUBDIVIDED FILING NO. 1* REC. NO. 1805424
PARCEL "F" PARK PARCEL
UNSUBDIVIDED
UNSUBDIVIDED
UNSUBDIVIDED

VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



PARCEL "E" DETAIL
SEE SHEET 5
SCALE: 1" = 20'



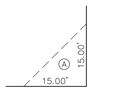
PARCEL "D" DETAIL
SEE SHEET 4
SCALE: 1" = 20'

LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
(0000)	ADDRESS
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
———	BOUNDARY LINE
———	PROPERTY LINE
———	RIGHT OF WAY LINE
— – —	CENTERLINE
– – – –	EASEMENT LINE
— – —	ADJACENT SUBDIVISION LINE
— – —	ADJACENT PROPERTY LINE
— – —	EXISTING RIGHT OF WAY LINE
— – —	EXISTING CENTERLINE
– – – –	EXISTING EASEMENT
– – – –	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

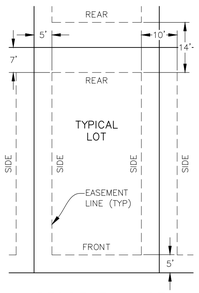
1" = 40'

0 10 20 40 80
Scale in Feet

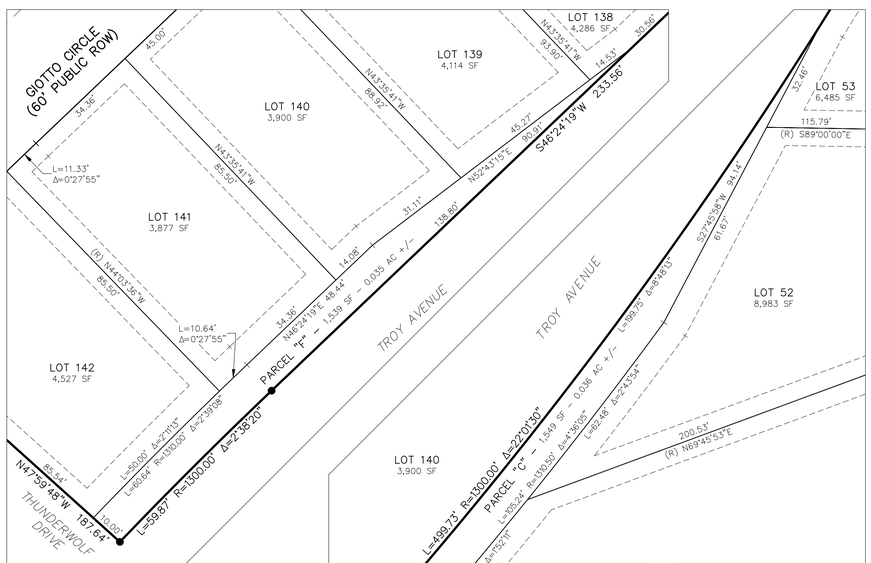


PUBLIC IMPROVEMENT EASEMENT (TYP.)

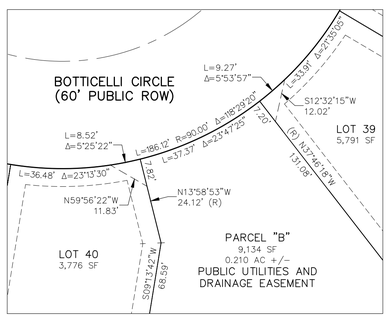
DETAIL (A)
NOT TO SCALE



RESIDENTIAL LOT EASEMENT DETAIL
NOT TO SCALE



PARCEL "F" DETAIL
SEE SHEET 5
SCALE: 1" = 20'



LOTS 39, 40, AND PARCEL "B"
STORM DRAIN EASEMENTS DETAIL
SEE SHEET 4
SCALE: 1" = 20'

RADIAL BEARING TABLE	
LINE #	BEARING
(R)1	S11°27'12"E
(R)2	N79°23'18"W
(R)3	S06°21'07"W

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	11.00	90.00	7°00'14"
C2	6.48	90.00	4°07'37"
C3	13.26	960.00	0°47'29"
C4	7.04	260.00	1°33'05"

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C1	17.38	60.00	16°35'52"
℄C2	17.38	60.00	16°35'52"

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC1	8.69	30.00	16°35'52"
RC2	8.69	30.00	16°35'52"



SEE SHEET 4

FINAL PLAT			
VILLA BELLA SUBDIVISION, FILING NO. 2			
PROJECT NO.: 43-138	DATE OF PREPARATION: 09/30/2021		
REVISIONS:	NO.	DATE:	BY: DESCRIPTION:
	2	04/28/2022	ELY ADDRESS CITY OF PUEBLO 2ND REVIEW COMMENTS
	3	02/02/2024	ELY ADD OFF-SITE DRAINAGE/DETENTION EASEMENT
	4	08/14/2024	ELY UPDATE PLAT PER TITLE COMMITMENT REVISIONS
	5	10/25/2024	ELY REVISED PLAT PER LOT CONFIGURATION CHANGES
	6	12/05/2024	ELY ADDRESSES REVISED PER LOT RECONFIGURATIONS
	7	02/27/2025	ELY UPDATE PLAT PER TITLE COMMITMENT REVISIONS
	8	06/10/2025	ELY ADDRESS CITY OF PUEBLO 4TH REVIEW COMMENTS
DRAWN BY: ELY	CHECKED BY: VPT		

212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485
CIVIL CONSULTANTS, INC.

File: O:\VSB_WLA BELLA PUEBLO\WLA BELLA LANDINGS\Survey\Plat\VSB_WLA Bella Filing 2 FP.dwg Plotted: 6/10/2025 3:56 PM

VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

SEE SHEET 3

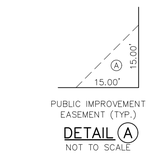
LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
(0000)	ADDRESS
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
———	BOUNDARY LINE
———	PROPERTY LINE
———	RIGHT OF WAY LINE
——— — ———	CENTERLINE
- - - - - -	EASEMENT LINE
——— — ———	ADJACENT SUBDIVISION LINE
——— — ———	ADJACENT PROPERTY LINE
——— — ———	EXISTING RIGHT OF WAY LINE
——— — ———	EXISTING CENTERLINE
- - - - - -	EXISTING EASEMENT
——— — ———	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

1" = 40'

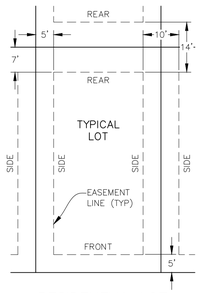
0 10 20 40 80

Scale in Feet



PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)
NOT TO SCALE



RESIDENTIAL LOT EASEMENT DETAIL
NOT TO SCALE

SEE SHEET 5

ROMA WAY (60' PUBLIC ROW)

TROY AVENUE (130' PUBLIC ROW)

BOTTICELLI CIRCLE (60' PUBLIC ROW)

LUCCA DRIVE (60' PUBLIC ROW)

DA VINCI DRIVE (60' PUBLIC ROW)

BERGAMO DRIVE (60' PUBLIC ROW)

TORINO WAY (80' PUBLIC ROW)

NO VEHICULAR ACCESS

PARCEL "D"
1,549 SF
0.036 AC +/-
SEE DETAIL SHEET 3
COINCIDENTAL WITH SIDEWALK EASEMENT REC. NO. 1805424

PARCEL "C"
1,549 SF
0.036 AC +/-
SEE DETAIL SHEET 3
COINCIDENTAL WITH SIDEWALK EASEMENT REC. NO. 1805424

PARCEL "B"
9,134 SF
0.210 AC +/-
PUBLIC UTILITIES AND DRAINAGE EASEMENT

VILLA BELLA SUBDIVISION FILING NO. 1 REC. NO. 1805424

PARCEL "E" PARK PARCEL

LOT 1 BLOCK 19

LOT 2 BLOCK 19

LOT 2 BLOCK 18

COLORADO SOUTH STATE PLANE NAD 83
N 1,598,425.05
E 3,268,245.44

COLORADO SOUTH STATE PLANE NAD 83
N 1,597,946.28
E 3,268,133.97

SEE SHEET 6

SEE SHEET 7

RADIAL BEARING TABLE	
LINE #	BEARING
(R)4	N00°15'15"E
(R)5	S01°06'37"W
(R)6	S02°45'06"W
(R)7	S03°17'33"W
(R)8	S03°58'52"W
(R)9	S05°10'32"W
(R)10	S05°28'30"W
(R)11	S07°39'27"W
(R)12	S01°59'27"W
(R)13	N65°25'52"W
(R)14	N85°16'37"W
(R)15	N09°14'38"E
(R)16	N18°08'54"W
(R)17	N62°54'54"W

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC3	8.33	30.00	15°54'21"
RC4	8.69	30.00	16°35'52"
RC5	8.69	30.00	16°35'52"
RC6	9.15	30.00	17°28'13"
RC7	8.69	30.00	16°35'52"
RC8	9.06	30.00	17°18'09"
RC9	9.06	30.00	17°18'09"
RC10	8.69	30.00	16°35'52"
RC11	57.14	970.00	3°22'30"

RIGHT-OF-WAY LINE TABLE		
LINE #	BEARING	DISTANCE
RL1	N01°51'33"W	23.20
RL2	S01°51'33"E	21.52

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C3	16.66	60.00	15°54'21"
℄C4	17.38	60.00	16°35'52"
℄C5	17.38	60.00	16°35'52"
℄C6	18.29	60.00	17°28'13"
℄C7	17.38	60.00	16°35'52"
℄C8	18.12	60.00	17°18'09"
℄C9	18.12	60.00	17°18'09"
℄C10	17.38	60.00	16°35'52"

CENTERLINE LINE TABLE		
LINE #	BEARING	DISTANCE
℄L1	N01°51'33"W	22.82

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C5	21.00	1418.50	0°50'54"
C6	15.29	90.00	9°43'51"
C7	14.61	1127.50	0°44'33"

LOT & TRACT LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N26°42'17"E	20.00
L2	N08°58'38"E	15.09

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
PROJECT NO.: 43-138 | DATE OF PREPARATION: 09/30/2021

REVISIONS: NO.	DATE:	BY:	DESCRIPTION:
2	04/28/2022	ELY	ADDRESS CITY OF PUEBLO 2ND REVIEW COMMENTS
3	02/02/2024	ELY	ADD OFF-SITE DRAINAGE/DETENTION EASEMENT
4	08/14/2024	ELY	UPDATE PLAT PER TITLE COMMITMENT REVISIONS
5	10/25/2024	ELY	REVISED PLAT PER LOT CONFIGURATION CHANGES
6	12/05/2024	ELY	ADDRESSES REVISED PER LOT RECONFIGURATIONS
7	02/27/2025	ELY	UPDATE PLAT PER TITLE COMMITMENT REVISIONS
8	06/10/2025	ELY	ADDRESS CITY OF PUEBLO 4TH REVIEW COMMENTS

DRAWN BY: ELY | CHECKED BY: VPT

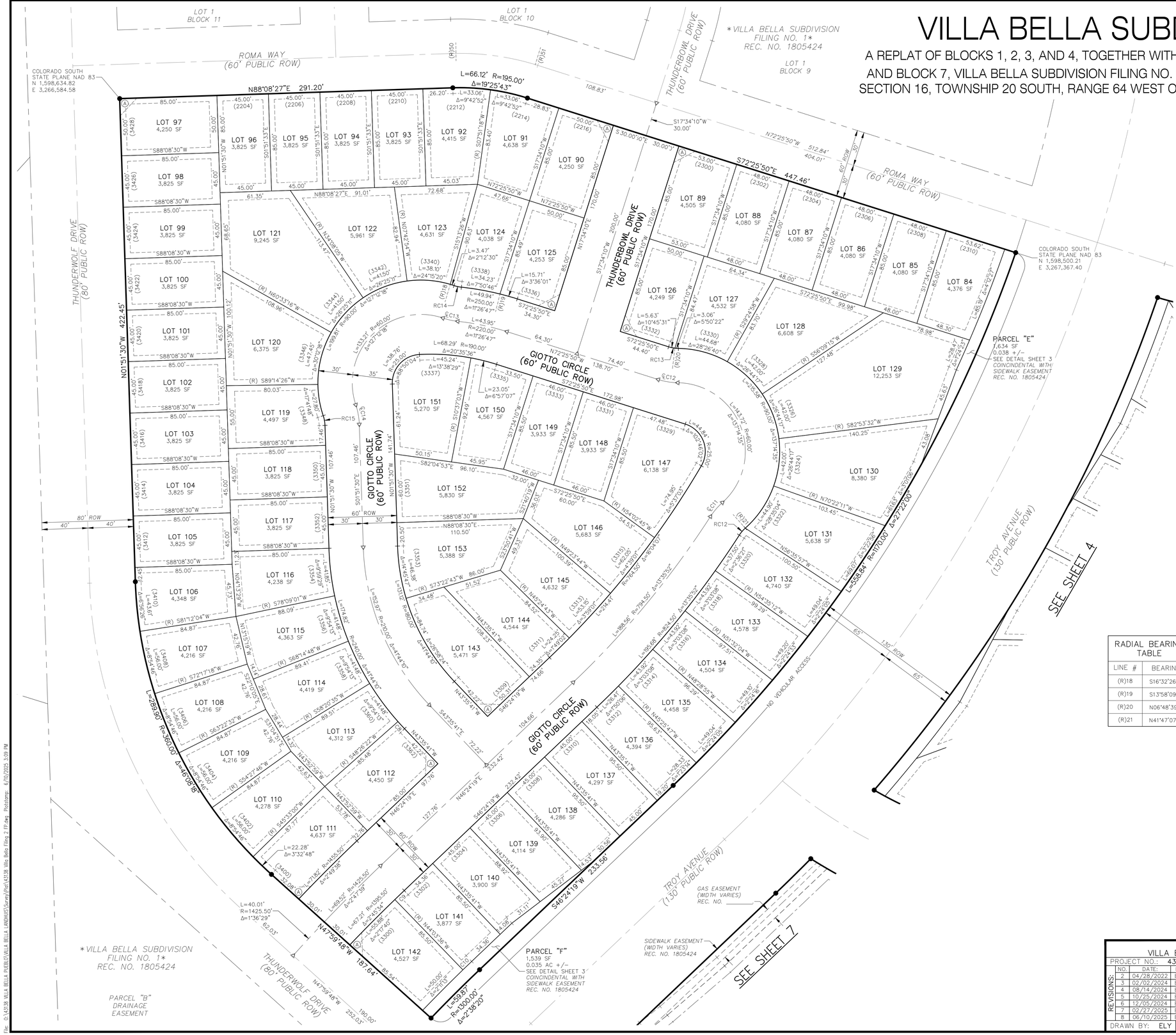
212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485
CIVIL CONSULTANTS,INC.

SHEET 4 OF 9

File: Q:\43138 VILLA BELLA PUEBLO\Civil\VILLA BELLA UNDWGS\Survey\Plat\43138 Villa Bella Filing 2 FP.dwg, Plotstamp: 6/10/2025 3:05 PM

VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



1" = 40'

0 10 20 40 80

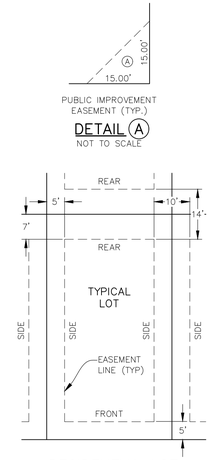
Scale in Feet

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C11	16.13	60.00	15°24'25"
℄C12	17.38	60.00	16°35'52"
℄C13	13.22	60.00	12°37'33"
℄C14	17.38	60.00	16°35'52"

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC12	8.07	30.00	15°24'25"
RC13	8.69	30.00	16°35'52"
RC14	6.61	30.00	12°37'33"
RC15	8.69	30.00	16°35'52"

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C8	8.52	240.00	2°02'03"
C9	11.33	1395.50	0°27'55"
C10	10.64	1310.00	0°27'55"

RADIAL BEARING TABLE	
LINE #	BEARING
(R)18	S16°32'26"W
(R)19	S13°58'09"W
(R)20	N06°48'39"E
(R)21	N41°47'07"W



RESIDENTIAL LOT EASEMENT DETAIL

NOT TO SCALE

LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
(0000)	ADDRESS
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
	BOUNDARY LINE
	PROPERTY LINE
	RIGHT OF WAY LINE
	CENTERLINE
	EASEMENT LINE
	ADJACENT SUBDIVISION LINE
	ADJACENT PROPERTY LINE
	EXISTING RIGHT OF WAY LINE
	EXISTING CENTERLINE
	EXISTING EASEMENT
	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

FINAL PLAT

VILLA BELLA SUBDIVISION, FILING NO. 2

PROJECT NO.: 43-138 | DATE OF PREPARATION: 09/30/2021

REVISIONS:

NO.	DATE:	BY:	DESCRIPTION:
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3	02/02/2024	ELY	ADD OFF-SITE DRAINAGE/DETENTION EASEMENT
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7	02/27/2025	ELY	UPDATE PLAT PER TITLE COMMITMENT REVISIONS
8	06/10/2025	ELY	ADDRESS CITY OF PUEBLO 4TH REVIEW COMMENTS

DRAWN BY: ELY | CHECKED BY: VPT

212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485
CIVIL CONSULTANTS.INC.

Dwg: O:\43138 VILLA BELLA PUEBLO\VILLA BELLA 4\ADMIN\Survey\Plat\43138 Villa Bella 4 Plat.dwg, Plotstamp: 6/10/2025 3:09 PM

VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC16	16.00	30.00	30°33'26"
RC17	2.63	312.00	0°28'57"

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C11	20.04	195.00	5°53'13"
C12	20.53	52.00	22°37'12"

RADIAL BEARING TABLE	
LINE #	BEARING
(R)22	N10°25'14"E
(R)23	N21°58'22"E
(R)24	S30°05'57"E
(R)25	S13°26'20"E
(R)26	S07°20'01"E
(R)27	S02°20'30"E



LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
(0000)	ADDRESS
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
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	EASEMENT LINE
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	ADJACENT PROPERTY LINE
	EXISTING RIGHT OF WAY LINE
	EXISTING CENTERLINE
	EXISTING EASEMENT
	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

1" = 40'

0 10 20 40 80

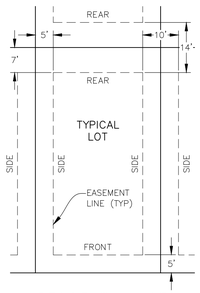
Scale in Feet



PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)

NOT TO SCALE



RESIDENTIAL LOT EASEMENT DETAIL

NOT TO SCALE

FINAL PLAT

VILLA BELLA SUBDIVISION, FILING NO. 2

PROJECT NO.: 43-138 | DATE OF PREPARATION: 09/30/2021

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DRAWN BY: ELY | CHECKED BY: VPT

212 N. WAHSATCH AVE., STE 305
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PHONE: 719.955.5485

CIVIL CONSULTANTS, INC.

File: C:\43138 VILLA BELLA PUEBLO\VILLA BELLA UNDWGS\Survey\Plat\43138 Villa Bella Filing 2 FP.dwg Plotted by: ELY 6/10/2025 3:11 PM

VILLA BELLA SUBDIVISION, FILING NO. 2

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1" = 40'

0 10 20 40 80

Scale in Feet

LEGEND:

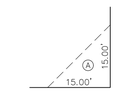
SF	SQUARE FEET
(R)	RADIAL BEARING
(0000)	ADDRESS
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——— — ———	CENTERLINE
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——— — ———	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C15	16.02	60.00	15°17'50"
℄C16	17.38	60.00	16°35'52"

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC18	8.01	30.00	15°17'50"
RC19	8.69	30.00	16°35'52"

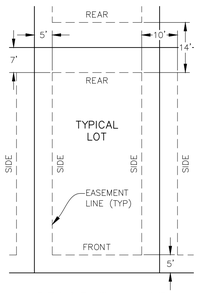
LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C13	3.19	90.00	2°02'01"

RADIAL BEARING TABLE	
LINE #	BEARING
(R)28	S03°54'28"W
(R)29	S06°39'27"E



PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)
NOT TO SCALE



RESIDENTIAL LOT EASEMENT DETAIL
NOT TO SCALE

FINAL PLAT VILLA BELLA SUBDIVISION, FILING NO. 2			
PROJECT NO.: 43-138		DATE OF PREPARATION: 09/30/2021	
REVISIONS: NO.	DATE:	BY:	DESCRIPTION:
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DRAWN BY: ELY		CHECKED BY: VPT	

212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485
CIVIL CONSULTANTS, INC.

File: O:\43138 VILLA BELLA PUEBLO\VILLA BELLA LANDINGS\Survey\Plat\43138 Villa Bella Filing 2 FP.dwg Plottimes: 6/10/2025 3:12 PM

VILLA BELLA SUBDIVISION, FILING NO. 2

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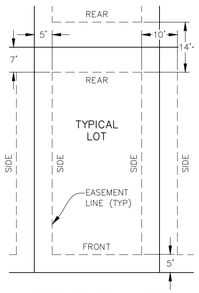
SEE SHEET 7



LOTS 210, 236, AND PARCEL "L"
STORM DRAIN AND SANITARY SEWER EASEMENTS DETAIL
THIS SHEET
SCALE: 1" = 20'

1" = 40'
0 10 20 40 80
Scale in Feet

PUBLIC IMPROVEMENT EASEMENT (TYP.)
DETAIL (A)
NOT TO SCALE



RESIDENTIAL LOT
EASEMENT DETAIL
NOT TO SCALE

LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
(0000)	ADDRESS
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———	RIGHT OF WAY LINE
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- - - - -	EASEMENT LINE
— — —	ADJACENT SUBDIVISION LINE
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- - - - -	EXISTING EASEMENT
— — —	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

RADIAL BEARING TABLE	
LINE #	BEARING
(R)30	S78°32'48"W
(R)31	N01°37'51"E

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C17	17.38	60.00	16°35'52"
℄C18	17.38	60.00	16°35'52"

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC20	8.69	30.00	16°35'52"
RC21	8.69	30.00	16°35'52"

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C14	11.00	90.00	7°00'14"

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
PROJECT NO.: 43-138 | DATE OF PREPARATION: 09/30/2021

REVISIONS: NO.	DATE:	BY:	DESCRIPTION:
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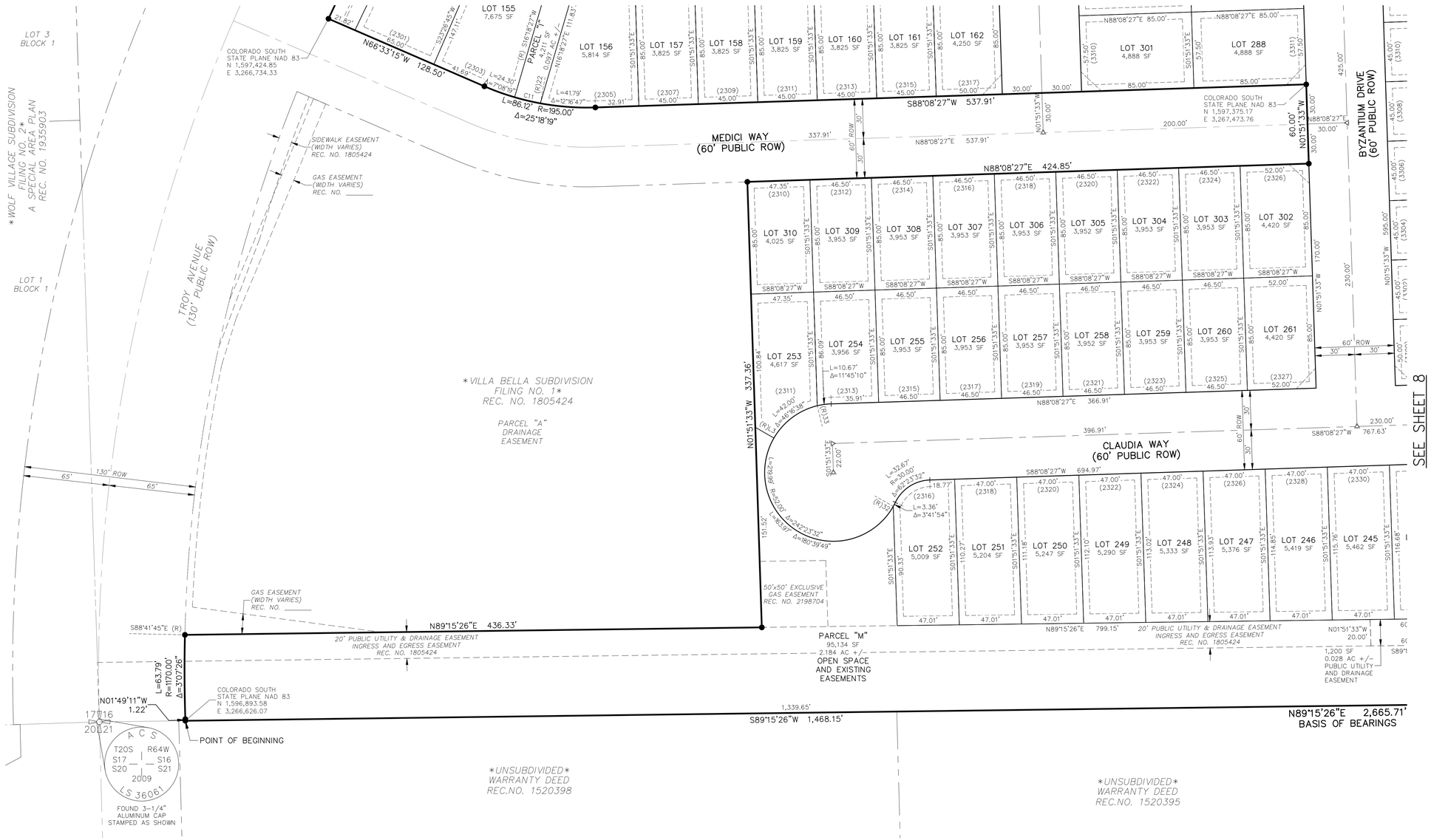
CIVIL CONSULTANTS, INC.
212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

File: O:\43138 VILLA BELLA PUEBLO\VILLA BELLA LANDINGS\Survey\Plat\43138 Villa Bella Filing 2 FP.dwg, FinPrnt by: 6/19/2025 3:14 PM

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SEE SHEET 6



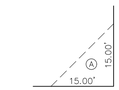
LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
(0000)	ADDRESS
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1" = 40'

0 10 20 40 80

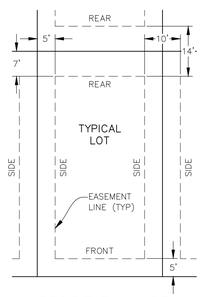
Scale in Feet



PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)

NOT TO SCALE



RESIDENTIAL LOT EASEMENT DETAIL

NOT TO SCALE

RADIAL BEARING TABLE	
LINE #	BEARING
(R)22	N10°25'14"E
(R)32	N60°33'12"W
(R)33	S13°36'44"E

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C11	20.04	195.00	5°53'13"

LOT & TRACT LINE TABLE		
LINE #	BEARING	DISTANCE
L3	N59°53'22"W	16.30

FINAL PLAT

VILLA BELLA SUBDIVISION, FILING NO. 2

PROJECT NO.: 43-138 | DATE OF PREPARATION: 09/30/2021

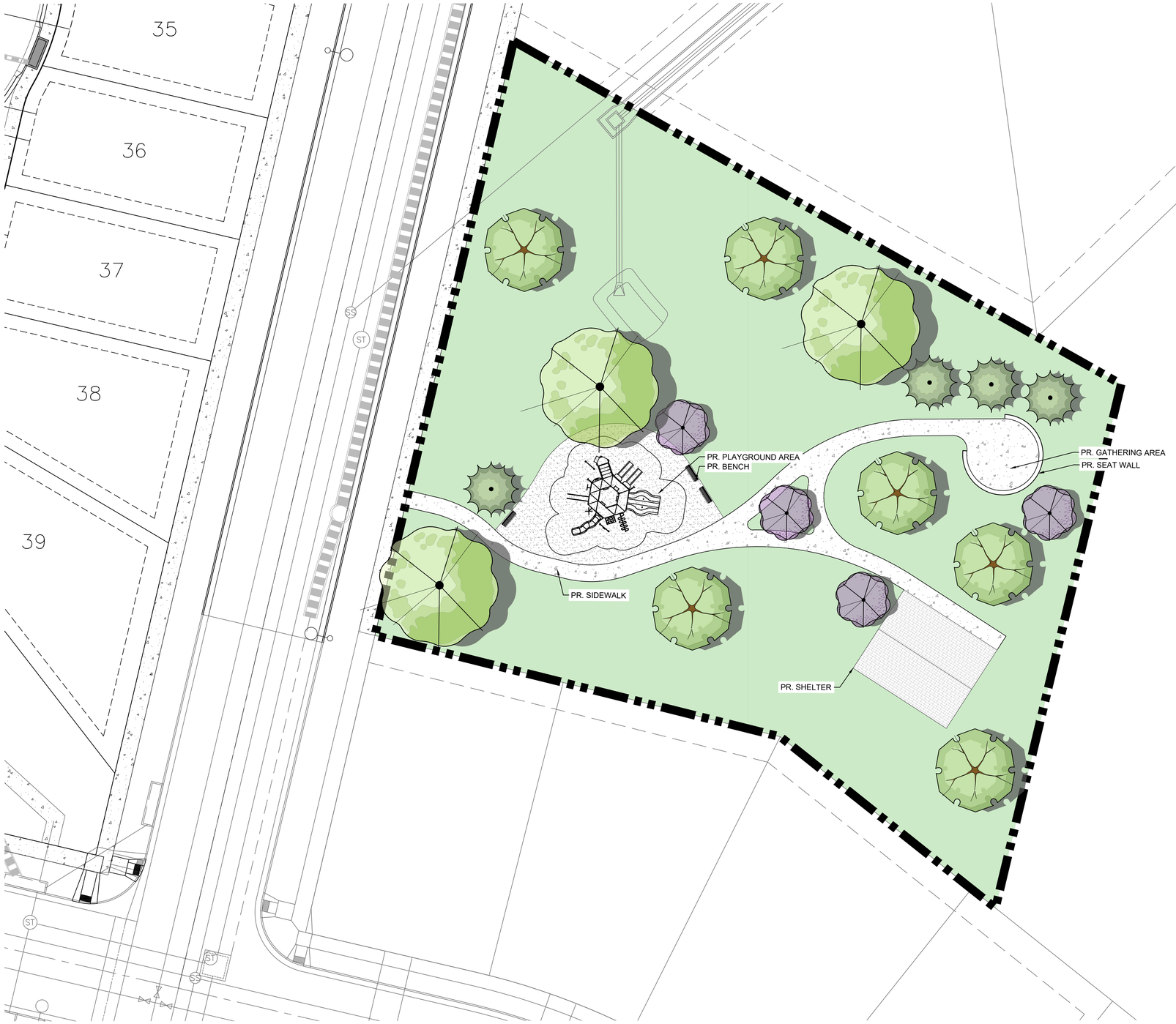
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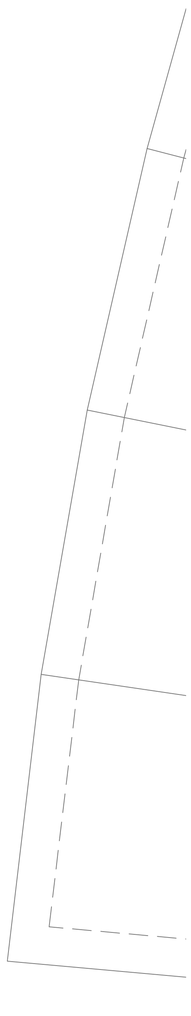
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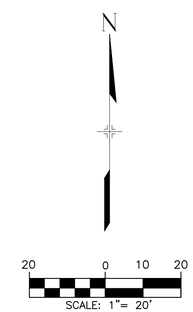
CIVIL CONSULTANTS,INC.
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PHONE: 719.955.5485

SHEET 9 OF 9

File: O:\43138 VILLA BELLA PHASE\VILLA BELLA UNDWGS\Survey\Plat\43138 Villa Bella Filing 2 FP.dwg Plotdrop: 7/10/2025 3:15 PM







VILLA BELLA

Matrix
Excellence by Design
2435 Research Parkway, Suite 300
Colorado Springs, CO 80920
Contact: Ross Friend
Phone (719) 575-0100 | Fax (719) 575-0208

POCKET PARK EXHIBIT

JULY 2025

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:

4. S-21-10 Subdivision: Villa Bella Filing No. 2, Subdivision of 48.20 acres into 310 single-family residential lots. Generally located south of Rawlings Blvd., west of Bergamo Drive, and east of Thunderwolf Dr. Staff report by Beritt Odom, Principal Planner.

Hearing: Applicant Virgil Sanchez remained sworn in and spoke in support of the application. No on appeared in opposition.

Commission Action: Bailey moved to recommend the subdivision application with three (3) staff conditions be submitted 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

S-21-10

August 13, 2025

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Beritt Odom, Interim Director of Planning and Community Development
SUBJECT:	Villa Bella Subdivision, Filing No. 2
APPLICANT:	Virgil A. Sanchez, M &S Civil Consultants, Inc.
PROPERTY OWNER:	Jeff Mark, Caleb Development, LLC
LOCATION:	Generally located south of Rawlings Blvd., west of Bergamo Dr., and east of Thunderwolf Dr.
CONCURRENT REQUESTS:	V-21-03, Villa Bella Subdivision, Filing No. 1, Street and Easement Vacation

REQUEST:
The applicant is requesting to subdivide 48.240-acres into 310 residential lots and multiple parcels for public utilities, landscaping, drainage, detention, and sidewalk.

BACKGROUND AND STAFF FINDINGS:

The proposed subdivision is located east of CSU-P, south of Villa Bella Expeditionary School, and north of Cesar Chavez Blvd. and is a re-subdivision of the western portion of the Villa Bella, Filing No. 1, Subdivision (2009). Villa Bella, Filing No. 1 was originally subdivided for multifamily and office/commercial uses and was governed by the original Villa Bella PUD Development Guide. The Villa Bella PUD Development Guide has been amended several times; the most recent amendment occurred in 2025. The latest PUD amendment incorporated newly annexed land into the PUD Zone District, modified park development requirements, and modified lot width and area requirements for residential development. Villa Bella, Filing No. 2 was reviewed according to the new "Residences at Villa Bella" PUD Development Guide, with the findings provided below.

Residential Lots:

Villa Bella, Filing No. 2, divides the property into 310 modestly sized single-family residential lots. The previous PUD Development Guide required interior single-family residential lots to have an average width of 35-feet. The current PUD Development Guide requires all single-family residential lots to have a 35-foot width. All lots within the proposed subdivision meet the minimum lot width requirements with the width being measure at the back of the front-yard setback as allowed by Title 17 of the Pueblo Municipal Code. All lots meet the minimum 2,600 sq. ft. minimum lot area.

Parcels:

Parcels A through L are dedicated for perpetual use as public utility easements, landscaping, and sidewalk. According to the dedication, surface amenities within the parcels must be replaced by the property owner in the

event the City or other utilities need to enter the easements. Property owners and/or the Villa Bella Metropolitan District No. 1, are responsible for installing and maintaining all landscaping.

Parks:

Under the recently amended PUD Development Guide, the subdivider is required to dedicate .0034 acres of pocket park per dwelling unit, at the time of subdivision. According to the Residences as Villa Bella PUD Development Guide, all required pocket parks must be constructed by the developer and maintained by a Special District, Metropolitan District, or Homeowners Association. Pocket Parks are required to be located within .5 miles of the dwelling units they are intended to serve. The subdivider is proposing to dedicate a 1.054 acre pocket park in Parcel E of the Villa Bella, Filing No. 1 Subdivision. The proposed 1.054 acre park meets the area dedication requirement and is located within approximately .5 miles of the residential lots in Filing No. 2. Parcel E of Villa Bella, Filing No. 1 is dedicated as public park, however; under the first PUD Development Guide, parks were required to be dedicated according to Municipal Code Title XII standards. Because of this, the land area was intended to be deeded to the City for perpetual park use. City Parks, Planning, Stormwater, and Public Works support the proposed pocket park dedication and development in Parcel E, but will require the an agreement addressing construction, acceptance, transfer of the entire Parcel E to the developer/metro district/HOA, and maintenance to be recorded simultaneously with the plat after approval by City Council. Allowing construction of the park requirements for Filing No. 2, in Parcel E, of Filing No. 1, will provide active and passive park amenities for the residents of both subdivision filings.

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 that the requested Subdivision be APPROVED with the following noted:

Requests for Modifications to Requirements:	The request for modifications is no longer applicable, the knuckle design has been coordinated between the applicant, Fire Department, and DOT.
Request for Deferred Filings	The Subdivision Review Committee has no objection to the Request for Deferred Filings
Plat Deficiencies:	
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Dedication on Villa Bella Filing 2 Plat. a. The park table on the dedication page, includes the following language "* POCKET PARK TO BE CONSTRUCTED IN FILING 1 PARCEL "E" BY DEVELOPER. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO CONSTRUCT THE PARK, AND OF THE METROPOLITAN DISTRICT TO MAINTAIN SAID PARK". To fulfill the parks requirement in Filing No. 2, the City must deed Parcel E, Villa Bella, Filing No. 1 to the metro district.

	b. According to Bob Jagger, Assistant City Attorney, the developer is required to draft an acceptable agreement between the developer, metro district and City. The agreement must address design approval, construction, acceptance, transfer, and maintenance (both maintenance obligations before and after acceptance of the park by the metro district) to be recorded simultaneously with the plat after approval by Council. 2. Park improvement plans a. Design and construction drawings for the park must be completed in Villa Bella Filing 2, Part II and submitted to the City. All applicable departments will then need to review and approve the proposed plans (Parks, Planning & Stormwater). The park improvements will be tied to the Filing 2 SIA under an appropriate phase (it is advantageous to address park development in a beginning phase). 3. If the pocket park is being constructed in the southwest portion of Parcel E, the entire Parcel E, must also be developed for drainage purposes and consistency in amenities and maintenance.

SITE CHARACTER AND COMPATIBILITY:

Site Character: The subject property is undeveloped.

Neighborhood Compatibility:

North: Villa Bella PUD, Thunder Zone Pizza and Tap House, Villa Bella Expeditionary School and unimproved commercial and residential uses.
East: Villa Bella PUD, single-family residential and unimproved single-family residential lots
South: B-4, Central Business District, unimproved land.
West: R-5, Multiple-Residential and Office District, Wolf Village Student Housing.

Comprehensive Plan Compliance:

The project site is designated by the Pueblo Regional Comprehensive Plan as "Suburban Neighborhoods." According to the plan, Suburban Neighborhoods are characterized by single-family detached and attached homes on similarly sized lots and future development should accommodate a similar mix of lot sizes and housing types. Curvilinear streets and cul-de-sacs are typical in Suburban Neighborhoods and should provide pedestrian and bicycle connectivity between neighborhoods. The proposed Villa Bella, Filing No. 2, provides a mixture of lot sizes for single-family homes, with a density of 6.4 residential units per acre, which is greater than the Comprehensive Plan suggested density of five dwelling units per acre. The overall subdivision provides a mixture of lot sizes and housing options, which conforms with the Comprehensive Plan.

Greater densities are allowed within the Villa Bella development area because the previous Pueblo Comprehensive Plan designated the project area as a "Special Development Area." Prior to 2022, Special Development Areas required a master plan to be prepared and approved prior to development of the site. In 2009, the Villa Bella PUD served as the required Master Plan for the project site and allowed

densities greater than five units per acre. Subsequent amendments to the PUD kept the greater allowance for greater densities. Therefore, the proposed subdivision conforms with the Residences at Villa Bella PUD Development Guide.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

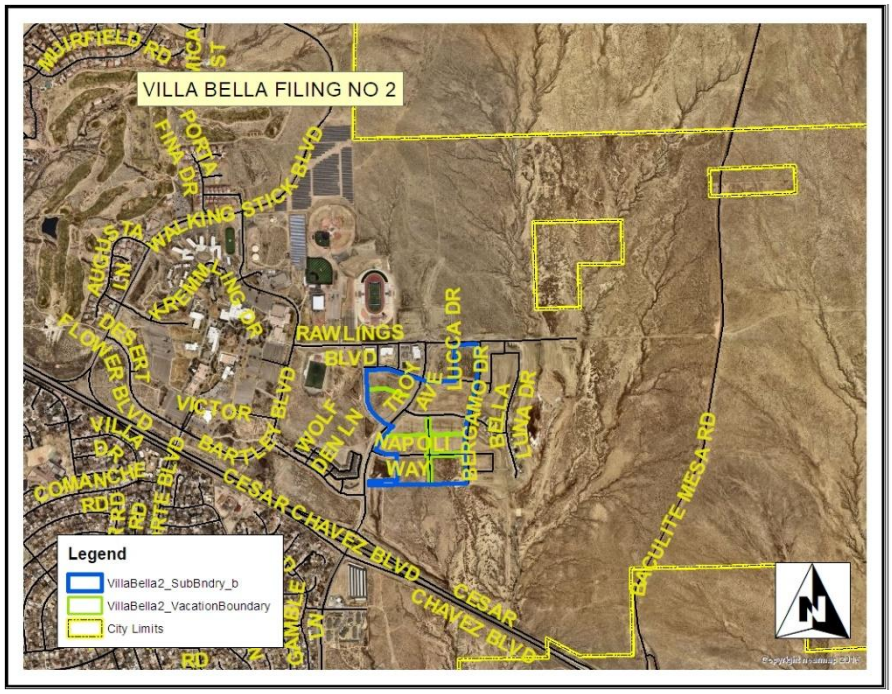
Minimum lot size and width: All lots meet PUD Development Guide standards.

REFERRAL AGENCIES AND COMMENTS:

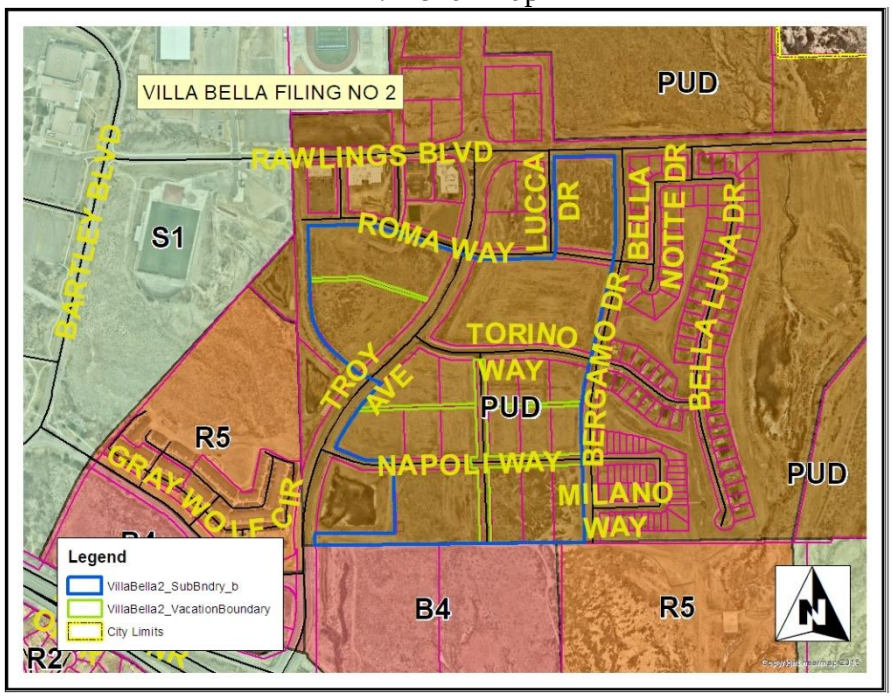
• Black Hills Energy	No comment
• CDOT	See attached letter from Michelle Regalado, Assistance Access Manager, June 27, 2025
• City Fire Department	See attached memo from Eric Knight, Fire Inspector, July 2, 2025
• City Law Department	No comment
• City Parks and Recreation Department	No comment
• City Public Works	No comment
• City Stormwater	No comment
• City Transportation	No comment
• City Wastewater	No comment
• Pueblo Regional Building Department	No comment
• Xcel Energy	No comment

ATTACHMENTS:

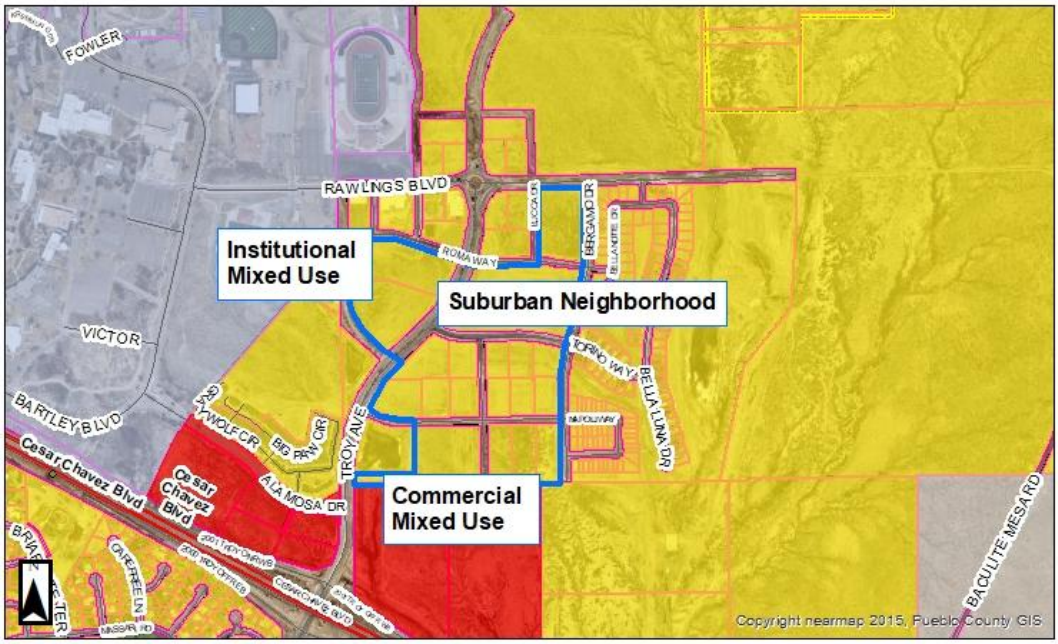
A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo
E. Site Photograph
F. Subdivision Plat
G. Supporting Documents



A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice Photo



E. Villa Bella, Filing No. 2, looking southwest from Torino Way

Attachments F and G: To access the subdivision plat and supporting documents please contact the Planning and Community Development Department at 211 E. D Street, 719-553-2339, or bodom@pueblo.us

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-21-10 Villa Bella, Filing No. 2

DATE: September 25, 2025

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

July 29, 2025

The City of Pueblo Planning and Zoning Commission will hold a public hearing on requests from **Jeff Mark, Caleb Development, LLC** for the approval of the following application(s) located south of Rawlings Blvd, west of Bergamo Drive, and east of Thunderwolf Drive.

V-21-03 Villa Bella Subdivision, Filing No. 1 Street and Easement Vacation: Vacation of CBI Drive and a portion of Napoli Way. Vacation of Drainage and Utility Easements located within Blocks 3, 4, and 5.

S-21-10 Villa Bella Subdivision, Filing No. 2: Subdivision of 48.240 acres into 310 single-family residential lots.

The Planning and Zoning Commission meeting will be held on August 13, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. You are welcome to attend this public hearing, in person, to express your viewpoint concerning this proposal. To review the staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing**.** Please contact the planner listed below to review plans and if you have questions.

Beritt Odom, Interim Director
Planning & Community Development
(719) 553-2339

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Beritt Odom, Interim Director
Planning & Community Development
(719) 553-2339

CASE NUMBER: S-21-10

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 Villa Bella Filing NO 2 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.

7/29/2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capitta

Owner	OwnerStree	OwnerCity	Owr	OwnerZip
BALLAGE REGINALD JAY/BALLAGE LAVOND	3422 BELLA LUNA DR	PUEBLO	CO	81001-4910
BASCO FHERLY JOY/ BATAO EY EMMANUEL	3302 BELLA LUNA DR	PUEBLO	CO	81001-4909
BHAGAT PAYAL ANKIT / BHAGAT ANKIT V	3222 BELLA LUNA DR	PUEBLO	CO	81001-4906
BODEMER CHRISTOPHER / GARCIA MELISS	3230 BELLA LUNA DR	PUEBLO	CO	81001-4906
BOLIBA TANYA S/BOLIBA KENNETH W	3409 BELLA LUNA DR	PUEBLO	CO	81001-4910
BRADFORD MARY LEA	10180 MARIPOSA WAY	LE GRAND	CA	95333-0103
CALEB DEVELOPMENT LLC 36.45% / LORS	212 N WAHSATCH AVE STE	COLORADO	CO	80903-3476
CASTILLO CYNTHIA LOU	3401 BELLA LUNA DR	PUEBLO	CO	81001-4910
CATABAY ALLAN / CATABAY MIGREZ	2505 TORINO WAY	PUEBLO	CO	81001-4912
CHEN HENRY H	3406 BELLA LUNA DR	PUEBLO	CO	81001-4910
CLARK JAMIE D	4350 S MONACO ST STE 50	DENVER	CO	80237-3400
COFFEY KARI/DAVIS RYAN	3306 BELLA LUNA DR	PUEBLO	CO	81001-4909
CRUZ FABIAN / MARTINEZ EMILY CHANTE	2509 TORINO WAY	PUEBLO	CO	81001-4912
EATON JOSHUA WILLIAM / EATON JESSIC	3331 BELLA LUNA DR	PUEBLO	CO	81001-4909
GALLEGOS ERIKA RENEE/ GALLEGOS KC A	3342 BELLA LUNA DR	PUEBLO	CO	81001-4909
GARCIA RUSSELL / ALARID LIZA	3326 BELLA LUNA DR	PUEBLO	CO	81001-4909
GASKILL RONNIE H / GASKILL LENA M	3202 BELLA LUNA DR	PUEBLO	CO	81001-4906
GOMEZ ESTEBAN JULIAN / GARCIA PATRI	3323 BELLA LUNA DR	PUEBLO	CO	81001-4909
GOMEZ MATTHEW PAUL	3426 BELLA LUNA DR	PUEBLO	CO	81001-4911
GONZALES MARK ALAN / REYNA GONZALES	3343 BELLA LUNA DR	PUEBLO	CO	81001-4909
GUILLORY SEBASTIAN DOMINIQUE / GUIL	3315 BELLA LUNA DR	PUEBLO	CO	81001-4909
HADDONSTONE MANAGEMENT COMPANY	32207 UNITED AVE	PUEBLO	CO	81001-4819
HAGGY CHRISTOPHER LEE/BRASSELL HAGG	3418 BELLA LUNA DR	PUEBLO	CO	81001-4910
HAILE SEMERE WELDU/ DAWIT LUWAM	3425 BELLA LUNA DR	PUEBLO	CO	81001-4910
HARDEY SHAUN ROBERT/ ZANIBONI MARIE	3430 BELLA LUNA DR	PUEBLO	CO	81001-4910
HARRIE EMILY MARIE/HARRIE NICHOLAS SCOTT	2509 BELLA TERRA DR	PUEBLO	CO	81001-4912
HAYS TYLER MICHAEL/HAYS KATEE LYNN	3417 BELLA LUNA DR	PUEBLO	CO	81001-4910
HEPWORTH MATTHEW /HEPWORTH HEATHER	3314 BELLA LUNA DR	PUEBLO	CO	81001-4910
HILLYER TAE / HILLYER SHELLEY	3310 BELLA LUNA DR	PUEBLO	CO	81001-4909
ISLAM MD / FERDOUS JANNATUL	3234 BELLA LUNA DR	PUEBLO	CO	81001-4907
JAMES TERRY SCOTT / MARTINEZ-JAMES	2518 TORINO WAY	PUEBLO	CO	81001-4912
LEICHT JOHN L / LEICHT SANDRA C	3339 BELLA LUNA DR	PUEBLO	CO	81001-4910
LUGO EFRAIN IZQUIERDO	3434 BELLA LUNA DR	PUEBLO	CO	81001-4910
MANIATIS MARIA G	2510 TORINO WAY	PUEBLO	CO	81001-4912
MARCHIANI RICKIE TRAVIS	2529 BELLA TERRA DR	PUEBLO	CO	81001-4911
MARTIC IVAN / MARTIC ANNE TYLER	2514 TORINO WAY	PUEBLO	CO	81001-4912
MARTINEZ ANTHONY	2526 TORINO WAY	PUEBLO	CO	81001-4912
MCCULLOUGH ALEXA TORI/MCCULLOUGH DA	3405 BELLA LUNA DR	PUEBLO	CO	81001-4910
MOBLEY MICHAEL	3330 BELLA LUNA DR	PUEBLO	CO	81001-4909
MODE JOHN DIEUDONNE/ MODE KERENE	3334 BELLA LUNA DR	PUEBLO	CO	81001-4909
NICKEL DAVID A/NICKEL EILEEN R	3410 BELLA LUNA DR	PUEBLO	CO	81001-4910
OAKMAN RONALD JOSEPH II/ OAKMAN LAT	3226 BELLA LUNA DR	PUEBLO	CO	81001-4906
PATEL SUNAY/ PATEL PRAVINCHANDRA	2506 TORINO WAY	PUEBLO	CO	81001-4912
PEARCE ROBERT A/VASQUEZ JOHN A	3402 BELLA LUNA DR	PUEBLO	CO	81001-4910
POWERS STEPHANIE MARIE/ POWERS GLEN	3413 BELLA LUNA DR	PUEBLO	CO	81001-4910
PRESTON SHANE WILLIAM	3414 BELLA LUNA DR	PUEBLO	CO	81001-4910

REID ROBERT	3327 BELLA LUNA DR	PUEBLO	CO	81001-4910
REIS JOSHUA MYKEL	2525 BELLA TERRA DR	PUEBLO	CO	81001-4911
RESIDENCE	3238 BELLA LUNA DR	PUEBLO	CO	81001-4908
REZA SYED H/RIZVI ALIZEH	3335 BELLA LUNA DR	PUEBLO	CO	81001-4909
RICHMOND AMERICAN HOMES OF COLORADO	4350 S MONACO ST	DENVER	CO	80237-3400
RIVERS DARRIN SHAVON	3206 BELLA LUNA DR	PUEBLO	CO	81001-4907
ROBERTSON GRANT D / ROBERTSON RENAE	2522 TORINO WAY	PUEBLO	CO	81001-4912
ROFLO ARNEL / ROFLO LEI ANN	2530 TORINO WAY	PUEBLO	CO	81001-4912
ROY MONICA ROSE / ROY RONALD JAMES	3322 BELLA LUNA DR	PUEBLO	CO	81001-4909
SANCHEZ ADRIAN / SANCHEZ LOUISE	3318 BELLA LUNA DR	PUEBLO	CO	81001-4909
SANCHEZ CHRISTINE	3210 BELLA LUNA DR	PUEBLO	CO	81001-4906
SANDOVAL LETICIA	2521 TORINO WAY	PUEBLO	CO	81001-4913
SHINKLE JACOB D + MOLNAR JESSICA D	2513 BELLA TERRA DR	PUEBLO	CO	81001-4913
SPERBER ELLY CHRISTINE/SPERBER JARE	3214 BELLA LUNA DR	PUEBLO	CO	81001-4907
STANSFIELD KATHERINE MARIE / PETERS	2517 TORINO WAY	PUEBLO	CO	81001-4912
TAPIA JAZMEN	2531 BELLA TERRA DR	PUEBLO	CO	81001-4911
TUTTOILMONDO TODD	3319 BELLA LUNA DR	PUEBLO	CO	81001-4909
UMOH EMEM LYDIA	3338 BELLA LUNA DR	PUEBLO	CO	81001-4909
WOLFE MONICA/RIVERA BRIAN	2501 TORINO WAY	PUEBLO	CO	81001-4912

Docusign Envelope ID: 123FF776-3389-4B78-A36E-17B07A36F3B3

City Clerk's Office Item # S1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Melissa Cook, Director Department of Housing & Citizen Services

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS TO PROVIDE EVICTION PREVENTION ASSISTANCE BETWEEN THE COUNTY OF PUEBLO AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a subrecipient agreement between the City and Pueblo County to provide eviction prevention assistance in cooperation with the 10th Judicial District to assist individuals and family's at-risk of homelessness due to pending eviction.

PREVIOUS COUNCIL ACTION:

City Council adopted Ordinance No. 10674 on March 25, 2024, allocating $100,000 to Pueblo County for the use of emergency eviction diversion.

City Council adopted Ordinance No. 10884 on January 13, 2025, allocating $100,000 to Pueblo County for the use of emergency eviction diversion.

City Council has allocated funding for eviction prevention through the adoption of the 2020 Annual Action Plan allocating $300,000 of CDBG-CV funds to foreclosure and eviction prevention activities.

BACKGROUND:

The City of Pueblo received a formula allocation of CDBG-CV funds from the U.S. Department of Housing and Urban Development. Through Ordinance No. 9951, Council established Project No. CDCV-040 Mortgage and Rental Assistance.

FINANCIAL IMPLICATIONS:

Docusign Envelope ID: 123FF776-3389-4B78-A36E-17B07A36F3B3

Funding is available in the 250 Fund. No local match is required.

BOARD/COMMISSION RECOMMENDATION:

Pueblo County applied for funding to carry out eviction prevention activities during the 2024 Notice of Funding Availability. The County's application was reviewed by the Citizen's Advisory Committee and was ranked No. 1 overall. The Citizen's Advisory Committee presented its recommendations to Council during Work Session on September 11, 2023.

STAKEHOLDER PROCESS:

Three public meetings and two Council Work Sessions were held during the process of funding allocation.

ALTERNATIVES:

City Council can choose not to provide funding for this Program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Ordinance 10674
2. Ordinance 10884
3. Amendment Eviction Prevention

Docusign Envelope ID: 123FF776-3389-4B78-A36E-17B07A36F3B3

ORDINANCE NO. 11061

AN ORDINANCE APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS TO PROVIDE EVICTION PREVENTION ASSISTANCE BETWEEN THE COUNTY OF PUEBLO AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, on March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act), which made available $5 Billion in CDBG Coronavirus Response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus; and

WHEREAS, the City of Pueblo, a Colorado Municipal Corporation, received Community development Block Grant CARES Act funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383; and

WHEREAS, the effect of COVID negatively impacted employment, increased the cost of housing, increased the number of evictions and resulted in an increased number of homeless and economically displaced persons; and,

WHEREAS, the City of Pueblo, a Colorado Municipal Corporation, wishes to enter into an agreement with the County of Pueblo to administer an Eviction Diversion Program; NOW,THEREFORE,

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

SECTION 1.

The Agreement dated <> between the County of Pueblo and the City of Pueblo, a Colorado Municipal Corporation, (“the Agreement”), for the delivery of an Eviction Diversion Program in an effort to reduce homelessness, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement in the name and on behalf of the City of Pueblo, a Colorado Municipal Corporation, 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.

Docusign Envelope ID: 123FF776-3389-4B78-A36E-17B07A36F3B3

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 October 14, 2025.

Final adoption of Ordinance by City Council on October 27, 2025.

DocuSigned by:
Mark Alliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☐ Approved on 10/28/2025 | 4:02 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Docusign Envelope ID: 123FF776-3389-4B78-A36E-17B07A36F3B3

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

RESOLUTION NO. 10674

A RESOLUTION OF INTENT AND AUTHORIZATION TO ACQUIRE REAL PROPERTY FOR THE HISTORIC ARKANSAS RIVERWALK PROJECT AND RELATED PARKING

WHEREAS, the City has undertaken the construction and development of the project known as the Historic Arkansas Riverwalk Project ("HARP"); and

WHEREAS, the HARP is a large scale public project serving the public, public recreational purposes and providing conservation of an area of scenic, historic and other public interests; and

WHEREAS, additional off-street parking is required for the development of HARP in accordance with its development plan ("HARP Parking"); and

WHEREAS, certain real property is required and necessary for such HARP Parking. NOW, THEREFORE,

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

SECTION 1.

The City Council hereby finds and determines that the interest of the City of Pueblo and its residents; the preservation of the public health, safety and welfare; and the public need, interest and necessity will be served by the acquisition of the real property hereinafter described ("Property") for the HARP Parking and that the HARP Parking be used, constructed and developed in a manner necessary and convenient for public use and purposes. The Property is described as: Lots 1 to 7, Block "B" Kretschmer's Subdivision of Block 1, State Additional to Pueblo, County of Pueblo, State of Colorado, street address: 100 North Victoria Avenue, Pueblo, Colorado, 81003.

SECTION 2.

The City Council does hereby further find and determine that it is necessary and desirable and in the best interest of the City to acquire title and possession of the Property for the HARP Parking.

SECTION 3.

The City Manager or his designated representative be and hereby is authorized and directed to negotiate for and on behalf of the City with the owner or owners of the Property for the purchase thereof by the City. If such negotiations for the purchase of property are unsuccessful, the City Attorney is hereby authorized and empowered to institute condemnation proceedings in the name of the City for the acquisition of the Property through the exercise of the City's power of eminent domain.

SECTION 4.

This Resolution shall become effective upon final passage.

INTRODUCED March 27, 2006

BY Randy Thurston
Councilperson

APPROVED: President of City Council

ATTESTED BY: CITY CLERK

Reso. #10674

PUEBLO

Background Paper for Proposed
RESOLUTION

AGENDA ITEM # 10A

DATE: March 27, 2006

DEPARTMENT: Law Department

TITLE
A RESOLUTION OF INTENT AND AUTHORIZATION TO ACQUIRE REAL PROPERTY FOR THE HISTORIC ARKANSAS RIVERWALK PROJECT AND RELATED PARKING

ISSUE
Should the City Council approve a Resolution authorizing the City to proceed to acquire real property for HARP parking?

RECOMMENDATION
Approve the Resolution.

BACKGROUND
In order to further develop HARP in accordance with its development plan additional real property is required and necessary for off-street parking purposes.

FINANCIAL IMPACT
City will incur the costs to acquire the real property for the following: title insurance, appraisal and acquisition. The amounts thereof are unknown at this time and will require additional approval by the City Council.

Docusign Envelope ID: AF21AAC5-018A-4436-87CA-1607DD93AA39

ORDINANCE NO. 10884

AN ORDINANCE APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS TO PROVIDE EVICTION PREVENTION ASSISTANCE BETWEEN THE COUNTY OF PUEBLO AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, on March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act), which made available $5 Billion in CDBG Coronavirus Response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus; and

WHEREAS, the City of Pueblo received Community development Block Grant CARES Act funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383; and

WHEREAS, the effect of COVID negatively impacted employment, increased the cost of housing, increased the number of evictions and resulted in an increased number of homeless and economically displaced persons; and,

WHEREAS, the City of Pueblo wishes to enter into an agreement with the County of Pueblo to administer an Eviction Diversion Program; NOW,THEREFORE,

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

SECTION 1.

The Agreement dated <> between the County of Pueblo and the City of Pueblo, a Colorado Municipal Corporation, ("the Agreement"), for the delivery of an Eviction Diversion Program in an effort to reduce homelessness, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute 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.

Docusign Envelope ID: AF21AAC5-018A-4436-87CA-1607DD93AA39

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 January 13, 2025.

Final adoption of Ordinance by City Council on January 27, 2025.

DocuSigned by:
Mark Aliff
B7A4E51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 1/30/2025 | 4:22 PM MST.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

Docusign Envelope ID: AF21AAC5-018A-4436-87CA-1607DD93AA39

City Clerk's Office Item # R1

city of PUEBLO colorado

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: January 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS TO PROVIDE EVICTION PREVENTION ASSISTANCE BETWEEN THE COUNTY OF PUEBLO AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a subrecipient agreement between the City and Pueblo County to provide eviction prevention assistance in cooperation with the 10th Judicial District to assist individuals and family's at-risk of homelessness due to pending eviction.

PREVIOUS COUNCIL ACTION:

City Council adopted Ordinance No. 10674 on March 25, 2024, allocating $100,000 to Pueblo County for the use of emergency eviction diversion.

City Council has allocated funding for eviction prevention through the adoption of the 2020 Annual Action Plan allocating CDBG-CV funds to mortgage and eviction prevention activities.

BACKGROUND:

The City of Pueblo received a formula allocation of CDBG-CV funds from the U.S. Department of Housing and Urban Development. Through Ordinance No. 9951, Council established Project No. CDCV-040 Mortgage and Rental Assistance.

Docusign Envelope ID: AF21AAC5-018A-4436-87CA-1607DD93AA39

FINANCIAL IMPLICATIONS:

Funding is available in the 250 Fund. No local match is required.

BOARD/COMMISSION RECOMMENDATION:

Pueblo County applied for funding to carry out eviction prevention activities during the 2024 Notice of Funding Availability. The County's application was reviewed by the Citizen's Advisory Committee and was ranked No. 1 overall. The Citizen's Advisory Committee presented its recommendations to Council during Work Session on September 11, 2023.

STAKEHOLDER PROCESS:

Three public meetings and two Council Work Sessions were held during the process of funding allocation.

ALTERNATIVES:

City Council can choose not to provide funding for this Program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Ordinance 10674 Packet, Subrecipient Agreement
2. Eviction Diversion Program 2025 County Approved Subrecipient Agreement

AMENDMENT TO AGREEMENT FOR COMMUNITY DEVELOPMENT SERVICES
(Subrecipient Agreement)

THIS AMENDMENT TO SUBRECIPIENT AGREEMENT ("Amendment") is made and entered into this __ day of October, 2025 (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and Pueblo County Department of Human Services, a Colorado governmental agency (hereinafter referred to as the "Subrecipient") for Eviction Diversion Program, CV-040. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

The following recitals are incorporated in and made a part of this Amendment:

WHEREAS, the Parties entered into an Agreement for Community Development Services dated January 1, 2025 (the "Agreement") which was approved by the Pueblo City Council on January 30, 2025 by Ordinance No. 10884.

WHEREAS, the purpose of this Amendment is to amend the term of the Agreement and Project.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto mutually agree as follows:

1. Section 4 of the Agreement shall be hereby amended to read as follows:

   The term of the Agreement shall be from January 1, 2025 to December 31, 2026 unless sooner terminated as herein provided.

2. Section 10(a) of the Agreement shall be hereby amended to include the following:

(vi) First Quarter 2026:	April 15, 2026
(vii) Second Quarter 2026:	July 15, 2026
(viii) Third Quarter 2026:	October 15, 2026
(viv) Fourth Quarter 2026:	January 15, 2027
(x) Annual Report :	January 15, 2027

3. Section B of Exhibit A of the Agreement shall be hereby amended to read as follows:

   The Subrecipient will submit reimbursement requests for services rendered, operating expenditures, and materials purchased supported by original invoices.

   Approved budget is as follows:

Rental Assistance (received through Ordinance 10884):	$100,000.00
Awarded through Amendment dated October __, 2025:	$100,000.00
TOTAL:	$200,000.00

4. Except as modified by this Amendment, the provisions of the Agreement shall remain unchanged and in full force and effect and fully binding on the Parties, their successors and assigns and the Agreement and this Amendment shall be construed together as a single integrated document.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

ATTEST:

CITY OF PUEBLO,
a Colorado municipal corporation

_____
City Clerk

By_____
Heather Graham, Mayor

APPROVED AS TO FORM:

_____
City Attorney

SUBRECIPIENT:
Pueblo County Department of Human Services

By: _____

Name: _____

Title: _____

Date: _____

Docusign Envelope ID: B26C49C4-50F1-48B3-9C46-0C56711AAB81

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT NO. CI2518, THE SMALL BUSINESS WINDOW REPAIR MINI-GRANT PROGRAM, AND BUDGETING AND APPROPRIATING $50,000 IN FUNDS ACCRUED FROM DEPOSIT INTEREST RELATED TO THE AMERICAN RESCUE PLAN ACT REVENUE INTO SAID PROJECT NO. CI2518

SUMMARY:

This Ordinance establishes Project No. CI2518 and budgets and appropriates $50,000 in funds which may be distributed from the City as part of a Small Business Window Repair Mini-Grant Program, which shall provide up to $1,000 to eligible businesses for storefront window and door repair.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Pueblo's commercial districts face high crime linked to blight and visible disorder. The Broken Windows Theory posits the belief that visible neglect encourages further disorder and crime within a community. Pueblo has experienced a recent increase in vandalism of storefronts in the form of broken windows and doors. Many businesses have been forced to operate behind damaged or boarded windows, which can signal disinvestment, deter customers, and fuel crime cycles. Due to the frequent incidents of vandalism, business owners are struggling to absorb ongoing repair costs that create a heavy financial burden in the form of boarding, securing, and repairs. The result is a loss of foot traffic, weaker community confidence, and stalled economic growth.

The American Rescue Plan Act ("ARPA") allocated to the City of Pueblo approximately $36.7 million which has generated approximately $700,000 in interest deposit revenue. The use of these funds in the form of a business window repair mini-grant program in the total amount of $50,000 to provide up to $1,000 per business for storefront window and

Docusign Envelope ID: B26C49C4-50F1-48B3-9C46-0C56711AAB81

door repair could assist 50 small businesses in Pueblo's commercial districts with quick removal of blight, which will restore pride and boost safety.

FINANCIAL IMPLICATIONS:

$50,000 of APRA interest earnings will be transferred to Project CI2518 to fund the project.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance

STAKEHOLDER PROCESS:

Not applicable to this Ordinance

ALTERNATIVES:

Failure to adopt this ordinance will result in the City Council not authorizing the budget and appropriation of the ARPA funds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

Docusign Envelope ID: B26C49C4-50F1-48B3-9C46-0C56711AAB81

ORDINANCE NO. 11062

AN ORDINANCE ESTABLISHING PROJECT NO. CI2518, THE SMALL BUSINESS WINDOW REPAIR MINI-GRANT PROGRAM, AND BUDGETING AND APPROPRIATING $50,000 IN FUNDS ACCRUED FROM DEPOSIT INTEREST RELATED TO THE AMERICAN RESCUE PLAN ACT REVENUE INTO SAID PROJECT NO. CI2518

WHEREAS, Pueblo's commercial districts face high crime linked to blight and visible disorder; and

WHEREAS, vandalism of storefronts in the form of broken windows and doors has forced businesses to operate behind boarded-up storefronts; and

WHEREAS, the U.S. House of Representatives, on March 10, 2021, passed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act ("ARPA"); and

WHEREAS, the City of Pueblo received approximately $36.7 million in ARPA funds from the U.S. Treasury; and

WHEREAS, the current deposit interest generated from ARPA funds is approximately $700,000.00; and

WHEREAS, City Council believes it to be in the City's best interest to allocate $50,000 from the ARPA deposit interest funds to assist up to fifty Pueblo businesses by providing up to $1,000 per business for storefront window and door repair; NOW, THEREFORE,

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

SECTION 1.

Project Number CI2518 is hereby established, and $50,000 in deposit interest funds received from ARPA funds are budgeted and appropriated to said project.

SECTION 2.

The Mayor, with the approval of City Council, shall develop and implement rules and procedures for the payment of funds from Project Number CI2518 to businesses as reimbursement for eligible expenses.

Docusign Envelope ID: B26C49C4-50F1-48B3-9C46-0C56711AAB81

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on October 14, 2025.

Final adoption of Ordinance by City Council on October 27, 2025.

DocuSigned by:
Mark Alliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☐ Approved on 10/28/2025 | 4:01 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

Docusign Envelope ID: 20A99947-705A-4799-B486-9C066CEA1B93

City Clerk's Office Item # S3

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 27, 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
Danny Nunn, Director of Finance

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE "A STEP TOWARDS REDUCING TRAFFIC FATALITIES" GRANT, IN THE AMOUNT OF $36,000, FROM OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026, ESTABLISHING PROJECT NUMBER PS2508, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2508, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2508, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

The Colorado Department of Transportation (CDOT) has informed the Pueblo Police Department that funds are available for the “A Step Towards Reducing Traffic Fatalities” grant. The term of this grant covers the period from October 1, 2025, through September 30, 2026.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

This grant, if approved, will allow the Pueblo Police Department to increase its efforts in speed enforcement. The Police Department anticipates that a continued enforcement presence will be needed to have a long-lasting impact on those who fail to abide by posted speed limits. The Police Department has responded to many serious injury or fatal accidents where speed is a factor and CDOT funding will allow the dedication of full-time officers to address these issues.

Docusign Envelope ID: 20A99947-705A-4799-B486-9C066CEA1B93

FINANCIAL IMPLICATIONS:

This grant will require staff time for project management and reporting. This grant also pays 100% of eligible expenses and requires no grant match. Costs associated with this grant will be paid for through the Public Safety Grant fund.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

There is no stakeholder process required for this grant.

ALTERNATIVES:

Decline the CDOT Grant offer.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. FY26 PPD Notice to Proceed Letter 402
2. FY26 Pre Award Letter PPD

Docusign Envelope ID: 20A99947-705A-4799-B486-9C066CEA1B93

ORDINANCE NO. 11063

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE "A STEP TOWARDS REDUCING TRAFFIC FATALITIES" GRANT, IN THE AMOUNT OF $36,000, FROM OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026, ESTABLISHING PROJECT NUMBER PS2508, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2508, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2508, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

WHEREAS, the Colorado Department of Transportation has tendered a pre-award letter and Notice to Proceed (the Grant Award) for the 2025-2026 “A Step Towards Reducing Traffic Fatalities” speed enforcement funding in an initial amount of $36,000 upon conditions recited therein or incorporated herein by reference; and

WHEREAS, CDOT has made additional awards of funds in the past under previous grant awards and the Pueblo Police Department anticipates the award of additional funds in the future pursuant to this agreement if the same are made available by CDOT; and

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

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

SECTION 1.

The grant award between the City of Pueblo, a Municipal Corporation, and the State of Colorado Department of Transportation (CDOT) for the 2025-2026 “A Step Towards Reducing Traffic Fatalities” grant, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor is hereby authorized to execute any associated document in the name of and on behalf of the City of Pueblo, and the City Clerk shall affix the Seal of the City to said documents and attest the same.

Docusign Envelope ID: 20A99947-705A-4799-B486-9C066CEA1B93

SECTION 3.

The Pueblo Police Department is empowered to apply for and accept additional grant awards pursuant to this grant award as those funds are made available by the State of Colorado.

SECTION 4.

Project number PS2508 is hereby established in the Public Safety Grants fund. All current and future funds accepted under this ordinance shall be budgeted and appropriated into project number PS2508 by the Finance Department. Said funds shall only be expended and used for this project.

SECTION 5.

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

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on October 14, 2025.

Final adoption of Ordinance by City Council on October 27, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☐ Approved on 10/28/2025 | 4:00 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Docusign Envelope ID: 20A99947-705A-4799-B486-9C066CEA1B93

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 Transportation
Office of Transportation
Safety & Risk Management
2829 W. Howard Place
Denver, CO 80204-2305

NOTICE TO PROCEED

Agency Name:	Pueblo Police Department
Grantee's Address:	1 City Hall Place, Pueblo, CO, 81003
Agency's UEI #:	NJK3BNUDRHJ7
Status:	Active Expiration Date: 10/11/2025
Agency Project Manager:	Sgt. M. Sincerbox
Project Description:	Reducing Fatal Crashes Through Speed Enforcement
WBS #:	2026nhtsa402.0204
Federal Award Identification # (FAIN) FY24:	69A37524300004020CO0
Federal Funding Estimated Amount:	$6,325,243.82
Federal Award Identification # (FAIN) FY24:	69A3752430SUP4020CO0
Federal Funding Estimated Amount:	$337553.36
Federal Award Identification # (FAIN) FY25:	69A37525300004020CO0
Federal Funding Estimated Amount:	$6,440,909.86
Federal Award Identification # (FAIN) FY25:	69A3752530SUP4020CO0
Federal Funding Estimated Amount:	$336,982.23
Award Date:	October 1, 2025
Assistance Listing (CFDA)# and Name:	20.600 Section 402 - State and Community Highway Safety
Federal Awarding Agency:	US Department of Transportation (National Highway Traffic Safety Administration (NHTSA)/Federal Regional Contact: Gina Espinosa-Salcedo)
Your Agency's approved Budget Amount:	$36,000.00
Indirect Cost Rate:	N/A
Match or cost sharing amount:	N/A
Research and Development Award:	No
Period of Performance start and end dates:	10/1/25 - 9/30/26

Budget Period start and end dates: 10/1/24-9/30/25

Sgt. Sincerbox,

I am pleased to inform you that the ***Purchase Order #*411042200** between CDOT, Office of Transportation Safety (OTS) and ***Pueblo Police Department*** has been completed in the amount of **$36,000.00**. These funds are encumbered & obligated to your program, effective October 1, 2025, through September 30, 2026.

An electronic copy of the **Purchase Order** is being emailed to you. If during the course of this grant year you find a need for a modification of your funded dollars or program activities, please contact me for a grant modification form. When submitted it will be reviewed; CDOT's decision will be returned in 10 days.

Please review the attached Award Notification containing General Terms & Conditions associated with receiving Federal dollars, which is attached with this mailing.

Please let me know if you have questions.

Regards,

Jim Bath

Jim Bath Date: 09/12/2025

COLORADO
Department of Transportation
Office of Transportation
Safety & Risk Management

May 16, 2025

City of Pueblo
Sgt. M. Sincerbox
200 S. Main St. Pueblo, CO, 81003

Re: Application Renewal for Federal Fiscal Year 2026
Reducing Fatal Crashes Through Speed Enforcement in the amount of $36,000.00

Sgt. M. Sincerbox:

The Colorado Department of Transportation (CDOT), Office of Transportation Safety (OTS), Highway Safety Office (HSO) would like to thank you for your dedication and interest in improving traffic safety in your community. The HSO is pleased to inform you that your application is ***tentatively*** approved for the amount referenced above. The award amount is contingent upon funds being appropriated at the federal level and becoming available to CDOT, and approval of the FY26 Colorado Annual Grant Application. Final approval of the grant award is also contingent upon completion and approval of the included Grantee Risk Assessment.

This letter does not constitute a contract or a Notice to Proceed. This letter does not authorize any reimbursable activity or expenditures until an action plan is negotiated, developed, and approved and a grant agreement/amendment or purchase order is issued.

If your budget includes out-of-state travel, please work with your Project Manager to determine if there is sufficient detail for the training/conference to be attended, and that the number of attendees requested is within HSO guidelines. This is to ensure the training/conference is 100% traffic safety related, is an allowable expense and is reasonable.

Please feel free to contact me at 720-838-7757 to discuss potential modifications and special conditions that may be associated with your contract or purchase order. Thank you for your commitment toward improving traffic safety.

Sincerely,

Jim Bath

Jim Bath
Program Manager

Docusign Envelope ID: 23E40AB5-6225-4E36-88EA-E9761C4EECF6

City Clerk's Office Item # S4

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 27, 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 APPROVING A 1ST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO ("CITY"), A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL HIGHWAY ADMINISTRATION ("FHWA"), FROM THE RAISE GRANT PROGRAM, AWARD NUMBER 693JJ32440495, RELATING TO THE WEST SIDE CONNECTOR PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a 1st Amendment of an Intergovernmental Agreement (“IGA”) between Pueblo, a Colorado Municipal Corporation (“City”) and the Federal Highway Administration (“FHWA”) relating to the RAISE grant for the West Side Connector Project.

PREVIOUS COUNCIL ACTION:

Ordinance 10787 dated September 9, 2024, established Project DT2401, which approved an IGA between the City and FHWA, budgeted and appropriated funds in the amount of $16,834,725.00 for the West Side Connector Project.

Resolution approved on January 27, 2025, awarded a contract to Pinyon Environmental, Inc. for Project No. 24-136 Provide NEPA for West Side Improvements.

Resolution 15901, approved on February 10, 2025, awarded an Agreement for Professional Engineering Services to Bolton & Menk Inc to render design services for the West Side Improvements.

Docusign Envelope ID: 23E40AB5-6225-4E36-88EA-E9761C4EECF6

BACKGROUND:

The City was awarded a RAISE Grant which funds several project components that will improve transportation connectivity between the west side of the City and downtown. In the first component, Sun Mountain Boulevard (formerly Spaulding Ave) will be extended from 24th Street to 31st Street. The second component will rehabilitate seventy (70) west side bus stops to comply with ADA standards. The third component consists of planning and design for a 24th Street bridge and traffic corridor to connect the west side area to downtown.

This Ordinance approves the 1st Amendment to the Intergovernmental Agreement, originally effective on September 11, 2024, between the City and FHWA. This Amendment amend the milestone dates in the project schedule for the planned NEPA completion date for the bus stops of the base phase from March 1, 2025 to December 31, 2025; the planned NEPA completion date for the Sun Mountain Boulevard of the base phase from March 1, 2025 to February 28, 2026; and the planned right-of-way certification date for the bus stops of option phase 1 from January 1, 2026 to May 31, 2026.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives to completing the project within the current IGA milestone dates.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Draft Amendment 1 IGA

Docusign Envelope ID: 23E40AB5-6225-4E36-88EA-E9761C4EECF6

ORDINANCE NO. 11064

AN ORDINANCE APPROVING A 1ST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO ("CITY"), A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL HIGHWAY ADMINISTRATION ("FHWA"), FROM THE RAISE GRANT PROGRAM, AWARD NUMBER 693JJ32440495, RELATING TO THE WEST SIDE CONNECTOR PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The 1st Amendment to the Intergovernmental Agreement (“IGA”) between the City of Pueblo, a Colorado Municipal Corporation, and the Federal Highway Administration (FHWA), Award Number: 693JJ32440495, West Side Connector Project, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the IGA 1st Amendment in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on October 14, 2025.

Final adoption of Ordinance by City Council on October 27, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 23E40AB5-6225-4E36-88EA-E9761C4EECF6

Action by the Mayor:

☐ Approved on 10/28/2025 | 4:00 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

1. Award No.

693JJ32440495

Amendment No. 1

2. Effective Date
See No. 17 Below

3. Assistance Listings No.
20.933

4. Award To
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Unique Entity Id.: NJK3BNUDRHJ7
TIN No.: 84-6000615

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition & Grants Management
1200 New Jersey Avenue, SE
HCFA-32, Mail Drop E62-204
Washington, DC 20590

6. Period of Performance
Effective Date of Award – 12/31/2028

7. Total Amount

Federal Share:	$16,834,725
Recipient Share:	$0
Total:	$16,834,725

8. Type of Agreement
Grant

9. Authority
49 U.S.C. 6702; Infrastructure Investment and Jobs Act (Pub. L. No. 117-58, div. J, Nov. 15, 2021); Consolidated Appropriations Act, 2022 (Pub. L. 117-103, Mar. 15, 2022)

10. Procurement Request No.
HOFM 240076PR

11. Federal Funds Obligated
Base Phase: $5,000,000
Subject to the availability of funds (SAF):
Option Phase 1: $115,000
Option Phase 2: $2,525,600
Option Phase 3: $9,194,125
Total Potential Value: $16,834,725

12. Submit Payment Requests To
See Article 13 of the General Terms and Conditions.

13. Payment Office
See Article 13 of the General Terms and Conditions.

14. Accounting and Appropriations Data
15X0C75E50.2023.070RA05500.7001000000.41050.61006600

15. Description of Project
West Side Connector

RECIPIENT
16. Signature of Person Authorized to Sign

_____
Signature Date
Name: Heather Graham
Title: Mayor

FEDERAL HIGHWAY ADMINISTRATION
17. Signature of Agreement Officer

_____
Signature Date
Name: David J. Villalobos
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 RAISE GRANT PROGRAM

This agreement is between the United States Department of Transportation (the "**USDOT**") and the City of Pueblo (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the West Side Connector Project.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient's assistance and oversight.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS.

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2022 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program: FHWA Projects," dated April 23, 2025, which is available at https://www.transportation.gov/BUILDgrants/grant-agreements. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.

(b) The Recipient states that it has knowledge of the General Terms and Conditions.

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

SCHEDULE A
ADMINISTRATIVE INFORMATION

1. Application.

Application Title: Pueblo Westside Connector

Application Date: 04/14/2022

2. Recipient's Unique Entity Identifier.

See section 23.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Kelly Grisham
Public Works Project Coordinator
City of Pueblo
211 East D Street Pueblo, CO 81003
(719) 553-2254
kgrisham@pueblo.us

4. 4. Recipient Key Personnel.

None

5. USDOT Project Contact(s).

David J. Villalobos
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-40, Mail Stop E65-312
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-7430
david.villalobos@dot.gov

and

Travis Wheeler
Agreement Specialist (AS)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-41, Mail Stop E65-119
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-8887

travis.wheeler@dot.gov

Division Administrator
Agreement Officer Representative (AOR)
FHWA Colorado Division
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
(720) 963-3000
Colorado.FHWA@fhwa.dot.gov

and

Ajin Hu
Grants Program Manager
FHWA Colorado Division
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
(720) 963-3071
ajin.hu@dot.gov

6. Payment System.

USDOT Payment System: DELPHI eInvoicing

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

8. Federal Award Identification Number.

See section 23.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: None

SCHEDULE B
PROJECT ACTIVITIES

1. General Project Description.

This project has three distinct components related to reconnecting the West Side of the City of Pueblo to downtown. In the first component, Spaulding/Sun Mountain Blvd. will be extended from 24th Street to 31st Street and two roundabouts will be constructed on where Spaulding intersects 27th Street and 31st Street. The second component will rehabilitate 70 West Side bus stops to comply with ADA standards. The third component, which will be funded as a planning project component, consists of planning and design for a 24th Street bridge and Downtown Corridor.

2. Statement of Work.

Preliminary Engineering

Base Phase:

- Environmental studies and NEPA document preparation
- Engineering design
- Universal Design
- Final design and construction documents

Design includes the Sun Mountain Boulevard extension and West Side bus stops for ADA compliance for later construction under the grant.

This activity also includes the planning for the 24th Street bridge and Downtown Corridor. This entails public engagement, a feasibility study, design, right-of-way needs assessment, and other pre-construction activities but will not result in construction under the grant.

Right of Way Acquisition

Option Phase 1: Easement acquisitions for the West Side Bus Stop Rehabilitation is anticipated to be required.

Construction

Option Phase 2: West Side Bus Stop Rehabilitations – implementation of universal design to reconstruct seventy (70) bus stop locations. Work includes:

- Construction inspection,
- Landing pad installation,
- Shelter erection and seating installation,
- Sidewalk extensions and ADA compliant ramps,
- Solar Lighting,
- Wayfinding Signage, and

- Landscaping.

Option Phase 3: Sun Mountain Boulevard Extension – roadway construction extension from 24th Street to 31st Street and includes two roundabouts where Sun Mountain Boulevard intersects with 27th Street and 31st Street. Work includes:

- Construction Inspection,
- Construction of approximately 0.7 miles of new roadway,
- Installation of roundabouts at new intersections,
- Installation of ADA compliance non-vehicular infrastructure with ties to existing conditions at new intersections,
- Utilities extensions,
- Lighting,
- Pavement markings and signage, and
- Landscaping.

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. Award Dates.

Budget Period End Date: 12/31/2028

Period of Performance End Date: See section 4.5 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned NEPA Completion Date (West Side Bus Stops of Base Phase):	12/31/2025
Planned NEPA Completion Date (Sun Mountain Boulevard of Base Phase):	2/28/2026
Planned Right-of-Way Certification Date (West Side Bus Stops of Option Phase 1):	5/31/2026
Planned Project Completion Date (24th Street bridge and Downtown Corridor of Base Phase):	6/30/2027
Planned Construction Substantial Completion and Open to Traffic Date (Sun Mountain Boulevard of Option Phase 3):	6/30/2027
Planned Construction Substantial Completion and Open to Traffic Date (West Side Bus Stops of Option Phase 2):	09/31/2027

3. Special Milestone Deadlines.

None.

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount.

RAISE Grant Amount: $16,834,725

2. Federal Obligation Information.

Federal Obligation Type: Multiple

Obligations Allocation and Condition Table		
Portion of the Project	**Allocation from RAISE Grant**	**Obligation Condition**
Base Phase: Preliminary Engineering	$5,000,000	
Option Phase 1: Right of Way Acquisition	$115,000	If the FHWA Colorado Division Office confirms the Recipient has met all the applicable Federal, State, and local requirements.
Option Phase 2: West Side Bus Stop Rehabilitations	$2,525,600	If the FHWA Colorado Division Office approves the PS&E for the Project and the Recipient has met all the applicable Federal, State, and local requirements.
Option Phase 3: Sun Mountain Boulevard Extension	$9,194,125	If the FHWA Colorado Division Office approves the PS&E for the Project and the Recipient has met all the applicable Federal, State, and local requirements.

3. Approved Project Budget.

Eligible Project Costs					
	Base Phase: Preliminary Engineering	**Option Phase 1: Right-of-Way**	**Option Phase 2: Construction- West Side Bus Stop Rehabilitations**	**Option Phase 3: Construction- Sun Mountain Boulevard Extension**	**Total**
RAISE Funds:	$5,000,000.00	$115,000.00	$2,525,600.00	$9,194,125.00	$16,834,725
Other Federal Funds:	$0	$0	$0	$0	$0
Non-Federal Funds:	$0	$0	$0	$0	$0
Total:	$5,000,000.00	$115,000.00	$2,525,600.00	$9,194,125.00	$16,834,725

4. Cost Classification Table

Cost Classification	**Total Costs**	**Non-RAISE Previously Incurred Costs**	**Eligible Costs**
Land, structures, rights-of-way, appraisals, etc.	$115,000.00	$0	**$115,000.00**
Architectural and engineering fees	$4,546,500.00	$0	**$4,546,500.00**
Construction	$10,654,295.45	$0	**$10,654,295.45**
Contingency	$1,518,929.55	$0	**$1,518,929.55**
Project Total	**$16,834,725.00**	**$0.00**	**$16,834,725.00**

5. Approved Pre-award Costs.

None. The USDOT has not approved under this award any pre-award costs under 2 C.F.R. 200.458.

SCHEDULE E
CHANGES FROM AGREEMENT

Scope: No changes.

Schedule: Changes in milestone dates from the agreement are based on the current project schedule. Changes to the schedule are due to numerous reasons, including:

- The environmental scoping meeting held on June 24, 2024, indicated that the class of NEPA action for Sun Mountain Boulevard would be a "Simple Categorical Exclusion". However, since that time the class of action has been redefined to be an "Environmental Assessment." Additional time is required to accommodate the higher level of action, which includes more reviews, public notice, public comment, development of a decision document, etc.
- Survey and final siting for the West Side Bus Stops has taken longer than expected. Further, it is expected that a higher level of review for historic resources will be required due to the number of locations and historic properties/districts, to navigate the Section 106 process.
- Coordination with the developer that is associated with lands adjacent to the Sun Mountain Boulevard project area has been time consuming. The project requires traffic data to conduct noise analysis for this project; the project team has had difficulty securing and validating the traffic data that would be provided by others.
- The initial IGA process with FHWA, as well as the release of the initial RFP, took longer than originally anticipated. As this was the City's first time serving as a direct recipient grantee, our internal review process required additional time.

Milestone	**Agreement Date**	**Amendment No. 1 Date**
Planned NEPA Completion Date (West Side Bus Stops of Base Phase)	03/01/2025	12/31/2025
Planned NEPA Completion Date (Sun Mountain Boulevard of Base Phase)	03/01/2025	2/28/2026
Planned Right-of-Way Certification Date (West Side Bus Stops of Option Phase 1)	01/01/2026	5/31/2026
Planned Project Completion Date	06/30/2027	06/30/2027

(24th Street bridge and Downtown Corridor of Base Phase)		
Planned Construction Substantial Completion and Open to Traffic Date (Sun Mountain Boulevard of Option Phase 3)	06/30/2027	06/30/2027
Planned Construction Substantial Completion and Open to Traffic Date (West Side Bus Stops of Option Phase 2)	09/15/2027	09/15/2027

CHANGES FROM APPLICATION

Scope: No changes.

Schedule: Changes in milestone dates from the application are based on the outcome of discussions between the Recipient and FHWA to determine the best procurement strategies given the various phases of work to be undertaken under this Award. The application also assumed that the IGA would be executed by the end of 2023.

Milestone	Application Date	Schedule C Date
Planned NEPA Completion Date (West Side Bus Stops of Base Phase)	N/A - not provided in the application.	12/31/2025
Planned NEPA Completion Date (Sun Mountain Boulevard of Base Phase)	12/01/2024	2/28/2026
Planned Right-of-Way Certification Date (West Side Bus Stops of Option Phase 1)	N/A – easement needs determined after application submittal.	5/31/2026
Planned Project Completion Date (24th Street bridge and Downtown Corridor of Base Phase)	09/30/2026	06/30/2027
Planned Construction Substantial Completion and Open to Traffic Date (Sun Mountain Boulevard of Option Phase 3)	09/30/2026	06/30/2027
Planned Construction Substantial Completion and Open to Traffic Date (West Side Bus Stops of Option Phase 2)	09/30/2026	09/15/2027

Budget: There are no changes from the application total budget to the agreement total budget. However, the agreement budget was adjusted between phases to better reflect current market cost expectations and the inflationary cost impact on material goods and supplies.

OTHER: NONE.SCHEDULE F
RAISE PROGRAM DESIGNATIONS

1. Urban or Rural Designation.

Urban-Rural Designation: Rural

2. Capital or Planning Designation.

Capital-Planning Designation: Capital and Planning

3. Historically Disadvantaged Community or Area of Persistent Poverty Designation.

HDC or APP Designation: Yes

4. Funding Act.

Funding Act: FY2022

SCHEDULE G
RAISE PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Pueblo West Side

Baseline Measurement Date: January 31, 2026

Baseline Report Date: March 31, 2026

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Rider Characteristics	Quality of Life A mail-back passenger survey distributed to each boarding streetcar passenger on a typical weekday while schools are in session. The specific survey methodology, sample expansion plan and data items require FTA approval prior to implementation, with data items for each surveyed transit rider to include origin-to-destination travel paths, travel purposes, modes of access to (and egress from) transit and socioeconomic characteristics.	Annual
Value of Housing or Land	Economic Competitiveness Quality of Life From Census data of administrative records, the median assessed value of developed and/or undeveloped parcels in the project impact area, as determined by the grantee with FTA concurrence.	Annual

SCHEDULE H
LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. *(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)*
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. *(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)*
X	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. *(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)*
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. *(Describe the partnership and workforce strategies in the supporting narrative below.)*
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*

	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The project includes a variety of planning, design, and construction activities that will be undertaken by professionals and tradespeople. The work will create good-paying jobs, with the free and fair choice to join a union which advocates for strong labor standards for its members.

The City will require selected contractors to participate in relevant workforce development and labor-management partnership training opportunities using resources available through the U.S. Small Business Administration, U.S. Department of Labor, the Colorado Workforce Development Center, and other entities.

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City Clerk's Office Item # S5

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Lisa Macchietto, Assistant City Attorney

SUBJECT: AN ORDINANCE ELECTING TO CERTIFY ABATEMENT ASSESSMENT ROLL NO. 2025-1 TO THE COUNTY TREASURER AND TO HAVE THE COUNTY TREASURER COLLECT IN THE SAME MANNER AS OTHER TAXES

SUMMARY:

Attached is an Ordinance by which City Council is electing to certify to the County Treasurer certain abatement liens that have remained unpaid for more than six months. All abatement liens certified to the County Treasurer will be collected in the same manner as other taxes.

PREVIOUS COUNCIL ACTION:

On September 14, 2015, City Council approved Ordinance No. 8917, which provides for the assessment of abatement costs. Since that time, Council has routinely every August by resolution directed the appointment of a hearing officer and set a hearing date. In addition, Council every year approves the final abatement assessment roll via ordinance. On July 22, 2019, Council approved Ordinance No. 9502 which amended the notice of hearing and protest deadlines by expanding each by five days to create more time between the protest filing deadline and hearing date. On August 11, 2025, City Council approved Resolution No. 16082 which set the hearing on protests for September 12, 2025, at 9:00 A.M. and directed the Mayor to appoint a hearings officer.

BACKGROUND:

On or about July 2015, City Council became aware that the City had over $600,000 in unpaid weed and trash abatement liens. In the past, the City did not generally recover the amount owed for a weed or trash lien unless and until the property affected was sold or transferred. The majority of the outstanding liens are for relatively small amounts and therefore, it is not cost effective to collect the amounts owed through civil litigation or foreclosure.

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All of the outstanding liens resulted from costs actually incurred and paid by the City to remove weeds and trash from the properties subject to the liens. All of the liens that the City seeks to certify to the County Treasurer by this Ordinance have been outstanding for more than six months. Most of the liens have been pending since late 2023 and throughout 2024.

Pursuant to Colorado Revised Statute §31-20-105, any municipality, in addition to the means provided by law, if by ordinance it so elects, may cause any or all delinquent charges, assessments, or taxes made or levied to be certified to the treasurer of the county and be collected and paid over by the treasurer of the county in the same manner as taxes are authorized to be collected. Certifying the weed and trash abatement lien assessments to the County Treasurer is a more efficient method to collect the amounts owed.

FINANCIAL IMPLICATIONS:

The cost of the weed and trash abatement has already been incurred by the City. Certification of the abatement lien assessments to the County Treasurer is anticipated to increase the amount collected by the City for the liens.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Council may choose to deny the Ordinance in which case the City will continue to collect the liens by other means.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Report of Abatement Lien Assessments dated 10-2-2025
2. Hearing Officer's Ruling on Protests dated September 15, 2025

Docusign Envelope ID: 1AC87F36-8D02-4527-A764-F4FE4E9E8FF2

ORDINANCE NO. 11065

AN ORDINANCE ELECTING TO CERTIFY ABATEMENT ASSESSMENT ROLL NO. 2025-1 TO THE COUNTY TREASURER AND TO HAVE THE COUNTY TREASURER COLLECT IN THE SAME MANNER AS OTHER TAXES

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

SECTION 1.

The City Council of Pueblo, a municipal corporation, pursuant to the provisions of Section 31-20-105 of the Colorado Revised Statutes and Chapter 8 of Title VII of the Pueblo Municipal Code, hereby acknowledges receipt of the Report of Abatement Lien Assessments dated October 2, 2025, attached hereto.

SECTION 2.

A hearing was scheduled at 9:00 A.M. on September 12, 2025, in the City Council Chambers at which time any protests or objections to the lien assessments were heard. Any person interested in or affected by a proposed charge and who filed a written protest with the City Clerk on or before 5:00 P.M. on September 5, 2025, had the ability to present testimony and evidence at the hearing.

SECTION 3.

The City Clerk's Office received fourteen (14) protests before the September 5, 2025, at 5:00 P.M. deadline. Eight of the fourteen protestors appeared for the protest hearing on September 12, 2025, at 9:00 A.M. The hearing officer filed a written report regarding the hearing on September 15, 2025, and the same is attached hereto.

SECTION 4.

The Code Compliance Unit Supervisor is directed to thereafter prepare an Assessment Roll, showing in suitable columns for each piece of land assessed: the property Parcel number, assessed owner, complete mailing address and/or post office box number of the assessed owner, complete and accurate legal description, and the amount to be collected, and deliver the same to the Director of Finance. The Director of Finance is directed to thereafter certify and deliver the Assessment Roll, together with a copy of this Ordinance certified by the City Clerk under seal of Pueblo, a Municipal Corporation, to the County Treasurer, therein showing all payments made thereon, with the date of each payment, together with her warrant for the collection of same. The County Treasurer is requested to receive the same, and such Assessment Roll shall be numbered as follows:

ASSESSMENT ROLL NO. 2025-1

SECTION 5.

The County Treasurer is requested to receive payment of all assessments and interest appearing upon said Assessment Roll. In case of default in payment of any assessment when due, the County Treasurer is requested to advertise and sell any of the property concerning which such default is suffered, for the payment of the whole of the unpaid assessments thereon. Said

Docusign Envelope ID: 1AC87F36-8D02-4527-A764-F4FE4E9E8FF2

advertisements and sale shall be made at the same time, in the same manner, under all the said conditions and penalties, with the same effect as are provided by general law for sales of real estate in default of payment of taxes.

SECTION 6.

Any person may pay the City for any assessment hereby certified on the Report of Abatement Lien Assessments dated October 2, 2025, with accrued interest and applicable filing fees, up to the date the Report is certified to the County Treasurer. The Report of Abatement Lien Assessments dated October 2, 2025, may be certified to the County Treasurer any time after October 28, 2025. Any such payments shall be made at the City of Pueblo Finance Department. All monies received for the payment of assessments shall be deposited into the General Fund.

SECTION 7.

The officers and staff of the City are directed to perform any and all acts consistent with the intent of this Ordinance to effectuate 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 October 14, 2025.

Final adoption of Ordinance by City Council on October 27, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☐ Approved on 10/28/2025 | 3:59 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Docusign Envelope ID: 1AC87F36-8D02-4527-A764-F4FE4E9E8FF2

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

DRAFT City Weed Lien List dated 10-2-2025

Parcel #	Name and Mailing Address	Location	Legal Description	Amount
419121005	Dade and Hailey Ann Cooper 22450 Oakley Road New Caney, Texas 77357-8259	1733 Jerry Murphy Road Pueblo, Colorado 81001	SLY 24.6 FT OF LOT 15 + NLY 37.9 FT OF 16 BLK 131 BELMONT 12TH	$411.56
419127025	Linda J. Sloan 35 Caledonia Road Pueblo, Colorado 81001	35 Caledonia Road Pueblo, Colorado 81001	LOT 22 BLK 202 BELMONT 16TH	$585.72
419422019	Gary L. Yesberger 1101 Constitution Road Pueblo, Colorado 81001	1101 Constitution Road Pueblo, Colorado 81001	LOT 23 BLK 9 BELMONT 3RD	$952.28
428405038	Gina Romero 2705 Bockman Avenue Pueblo, Colorado 81004	2813 E. 12th Street Pueblo, Colorado 81001	E 39 FT OF THE W 74 FT OF THE N 89 FT OF LOT 9 ALSO THE E 4 FT OF THE N 89 FT OF LOT 3 + THE W 35 FT OF THE N 89 FT LOT 9 BLK 3 ATWATER SUB. FORMERLY 04-284-05-036 + 037	$439.42
428406003	Phillip and Beverly Guillen 1902 Hollywood Drive Pueblo, Colorado 81005	2805 E. 11th Street Pueblo, Colorado 81001	LOT 3 + N 23 FT OF 18 VIGIL SUB VAC POR OF VIGIL ST	$1,055.74
429125014	Della M. Manchego 2009 E. 15th Street Pueblo, Colorado 81001	2009 E. 15th Street Pueblo, Colorado 81001	LOTS 27 + 28 BLK 136 EAST PUEBLO HEIGHTS SUB 2ND	$1,146.70
429131009	John Moran 48 N. Electronic Drive Pueblo West, Colorado 81007	2002 E. 15th Street Pueblo, Colorado 81001	LOTS 1 + 2 BLK 146 EAST PUEBLO HEIGHTS SUB 2ND	$477.00
429219012	CAP Development, LLC 1590 Roslyn Street Denver, Colorado 80220-1935	1805 N. Portland Avenue Pueblo, Colorado 81001	ALL OF LOTS 37, 38, 39 & 40 EXC THE S 1/2 THEREOF IN BLK 102 EAST PUEBLO HEIGHTS SUB 2ND A/K/A PARCEL B	$1,983.22
429240003	Justine Valdez 4571 Perry Street Denver, Colorado 80212-2549	1550 Pike Avenue Pueblo, Colorado 81001	LOT 9 BLK 7 HARRY O SCHMIDT SUB	$1,243.90
429302010	Michael Patrick Gilmore 1835 E. 3rd Street Pueblo, Colorado 81001	1602 E. 14th Street Pueblo, Colorado 81001	LOTS 1 + 2 BLK 152 EAST PUEBLO HEIGHTS SUB 2ND	$2,920.42
429302013	John Moran 48 N. Electronic Drive Pueblo West, Colorado 81007	1611 E. 13th Street Pueblo, Colorado 81001	LOTS 25 + 26 BLK 152 EAST PUEBLO HEIGHTS SUB 2ND	$828.62

429308002	Joseph Chavez 1534 E. 13th Street Pueblo, Colorado 81001	1534 E. 13th Street Pueblo, Colorado 81001	LOTS 17 + 18 BLK 161 EAST PUEBLO HEIGHTS SUB 2ND	$2,212.76
429318012	Lianna Daniel 5328 US HWY 160 La Veta, Colorado 81055-9611	1605 E. 10th Street Pueblo, Colorado 81001	FRACTION OF LOTS 23 + 24 BLK 182 EAST PUEBLO HEIGHTSADD; FRAC OF LOTS 23 + 24 BLK 182 EAST PUEBLO HEIGHTS SUB 2ND	$4,135.76
429309007	Eric J. Forhardt 1608 E. 13th Street Pueblo, Colorado 81001	1608 E. 13th Street Pueblo, Colorado 81001	LOTS 7 + 8 BLK 162 EAST PUEBLO HEIGHTS SUB 2ND	$658.54
429320010	Ryan Mata 708 W. 10th Street Pueblo, Colorado 81003	1721 E. 9th Street Pueblo, Colorado 81001	LOTS 31 THRU 33 INC BLK 193 EAST PUEBLO HEIGHTS ADD LOTS 31 THRU 33 INC BLK 193 EAST PUEBLO HEIGHTS SUB 2ND	$1,425.46
429329004	Ibo Ruiz 1710 E. 9th Street Pueblo, Colorado 81001	1710 E. 9th Street Pueblo, Colorado 81001	LOTS 5 + 6 BLK 203 EAST PUEBLO HEIGHTS ADD	$4,273.28
429403007	Brittany Rheanna DeHerrera 452 Gladiola Street Golden, Colorado 80401-5250	2007 E. 13th Street Pueblo, Colorado 81001	LOTS 27 + 28 BLK 156 ARLINGTON HEIGHTS	$857.38
429409007	Pablo P. Ortiz 2002 E. 5th Street Pueblo, Colorado 81001	2107 E. 12th Street Pueblo, Colorado 81001	LOTS 26-27-28 BLK 167 ARLINGTON HEIGHTS	$1,835.94
429410004	Mary Ellen and Emmett Lee Towner 1204 Utica Avenue Pueblo, Colorado 81001	1204 Utica Avenue Pueblo, Colorado 81001	LOTS 21 + 22 BLK 168 ARLINGTON HEIGHTS	$2,379.62
429412004	Robert Herrera 452 Gladiola Street Golden, Colorado 80401-5250	2114 E. 12th Street Pueblo, Colorado 81001	LOTS 13 + 14 BLK 177 ARLINGTON HEIGHTS	$1,091.60
429412021	Adriana D. Aragon 2123 E. 11th Street Pueblo, Colorado 81001	2123 E. 11th Street Pueblo, Colorado 81001	LOTS 33 + 34 BLK 177 ARLINGTON HEIGHTS FORMERLY	$785.36
429417016	Scott F. Massey 1923 E. 10th Street Pueblo, Colorado 81001	1923 E. 10th Street Pueblo, Colorado 81001	LOTS 31 + 32 BLK 185 EAST PUEBLO HEIGHTS SUB 2ND	$1,793.68
429419017	Julie Anneita Peralta 2117 E. 10th Street Pueblo, Colorado 81001	2117 E. 10th Street Pueblo, Colorado 81001	LOTS 35 + 36 BLK 187 ARLINGTON HEIGHTS	$1,457.88

429423005	Magdaleno Santillan 322 23rd Avenue Court Greeley, Colorado 80631-1549	2008 E. 10th Street Pueblo, Colorado 81001	LOTS 7 + 8 BLK 196 ARLINGTON HEIGHTS	$3,612.16
429428014	Orlando Pacheco 1829 E. 8th Street Pueblo, Colorado 81001	1829 E. 8th Street Pueblo, Colorado 81001	LOTS 39 + 40 BLK 204 EAST PUEBLO HEIGHTS SUB 2ND	$8,473.68
	Cheryl J. Male and Ricky C. Carpenter 2114 E. 9th Street Pueblo, Colorado 81001	2114 E. 9th Street Pueblo, Colorado 81001	LOT 13 + W 7 FT OF 14 BLK 207 ARLINGTON HEIGHTS	$2,529.54
429443001	BPFCO2023, LLC 204 SE 8th Street Delray Beach, Florida 33483	2126 E. 7th Street Pueblo, Colorado 81001	LOTS 18 TO 20 BLK 227 ARLINGTON HEIGHTS	$1,798.16
430312001	James and Phiangjai Barnhill 622 - 624 E. 8th Street Pueblo, Colorado 81001	622 - 624 E. 8th Street Pueblo, Colorado 81001	LOTS 1 + 2 BLK 94 CONLEYS ADD	$841.44
430312015	Water of Life Ministries 625 E. 7th Street Pueblo, Colorado 81001	625 E. 7th Street Pueblo, Colorado 81001	LOT 16 BLK 94 CONLEYS ADD	$4,136.20
430419002	Brigido P. Vargas 1515 Roselawn Road Pueblo, Colorado 81006	920 E. 12th Street Pueblo, Colorado 81001	LOT 3 + E 1/2 OF 4 BLK 55 EAST PUEBLO	$1,213.84
430434007	CO 1101 E 8TH, LLC PO Box 8731 Pueblo, Colorado 81008	1101 E. 8th Street Pueblo, Colorado 81001	W 20 FT LOT 27 ALL 28 BLK 2 DR OWENS HEIGHTS	$8,778.38
430434012	Pauline Howrey 1119 E. 8th Street Pueblo, Colorado 81001	1119 E. 8th Street Pueblo, Colorado 81001	W 13 FT OF LOT 18 ALL 19 BLK 109 FLETCHER HILL ADD	$3,581.90
430439012	Mark Coca PO Box 553 Aquilar, Colorado 81020-0553	709 E. 7th Street Pueblo, Colorado 81001	LOT 13 + 14 BLK 1 PUEBLO BUILDING + IMPROVEMENT COMPANYS ADD	$434.48
430452009	Troy Cunningham 120 Fordham Circle Pueblo, Colorado 81005	1107 E. 10th Street Pueblo, Colorado 81001	W 8 1/3 FT OF LOT 23 ALL 24 TO 26 BLK 89 FARISS + GARTLEY	$796.92
431105012	James M. Hernadez c/o Raymond Esquibel PO Box 11015 Pueblo, Colorado 81001	805 E. 6th Street Pueblo, Colorado 81001	E 29 1/3 FT LOT 10 BLK 43 EAST PUEBLO	$3,061.90

431106014	SKJM, LLC 716 S Tejon Avenue Pueblo West, Colorado 81007	715 E. 6th Street Pueblo, Colorado 81001	LOT 14 BLK 29 EAST PUEBLO	$1,533.68
431107009	Timothy Cordova, Jr. 2017 Carmela Road Pueblo, Colorado 81006	721 – 723 E. 5th Street Pueblo, Colorado 81001	LOT 14 BLK 28 EAST PUEBLO	$1,380.72
431108017	John Moran 48 N. Electronic Drive Pueblo West, Colorado 81007	821 E. 5th Street Pueblo, Colorado 81001	LOT 15 BLK 44 EAST PUEBLO	$418.50
431112012	Stone Water Real Estate, LLC 16859 Trail View Circle Parker, Colorado 80134	1211 E. 5th Street Pueblo, Colorado 81001	LOTS 43 + 44 BLK 15 LAKEWOOD SUB	$895.40
431119013	Brandon Segura Meza 721 E. 3rd Street Pueblo, Colorado 81001	721 E. 3rd Street Pueblo, Colorado 81001	LOT 15 BLK 26 EAST PUEBLO	$798.04
431120006	Williard C. Taylor, Jr 302 N. Glendale Avenue Pueblo, Colorado 81001	811 E. 3rd Street Pueblo, Colorado 81001	LOTS 12 + 13 BLK 46 EAST PUEBLO	$1,592.54
431127007	Southern Colorado Soap Box Derby Inc, C/O Mary Scarcello PO Box 8876 Pueblo, Colorado 81008	Vacant Lot	LOTS 19-28 BLK 3 MATTICES ADD	$1,760.32
431129009	Kristen K. Miller 801 E. 2nd Street Pueblo, Colorado 81001	801 E. 2nd Street Pueblo, Colorado 81001	LOT 15 BLK 5 MATTICES ADD	$826.84
431130002	John J. and Ethel M. Padilla 722 E. 3rd Street Pueblo, Colorado 81001	722 E. 3rd Street Pueblo, Colorado 81001	W 12 FT OF LOT 3 + E 20 FT OF 4 BLK 6 MATTICES ADD	$1,058.18
431130003	John J. and Ethel M. Padilla 722 E. 3rd Street Pueblo, Colorado 81001	724 E. 3rd Street Pueblo, Colorado 81001	W 19 FT OF LOT 2 + E 13 FT OF 3 BLK 6 MATTICES ADD	$1,805.36
431131002	Pablita Romero 718 E. 2nd Street Pueblo, Colorado 81001	718 E. 2nd Street Pueblo, Colorado 81001	W 12 FT OF LOT 3 + E 20 FT OF 4 BLK 7 MATTICES ADD	$2,133.44
431130009	Danny A. Canchola 701 E. 1st Street Pueblo, Colorado 81001	701 E. 1st Street Pueblo, Colorado 81001	W 30 FT LOTS 15 TO 19 BLK 7 MATTICE ADD	$5,921.82

431131015	Jose Antonio Bejarano 322 Eisenhower Drive Louisville, Colorado 80027	711 E. 1st Street Pueblo, Colorado 81001	E 18 FT 9 IN LOT 21 + W 12 FT 6 IN OF 22 BLK 7 MATTICE ADD	$447.90
431134007	Joseph Manzanares 1714 Pine Street Pueblo, Colorado 81004	Vacant Lot	LOT 19 BLK 10 MATTICES ADD	$795.54
431134010	James and Lee Ann Spoon 1021 E. 1st Street Pueblo, Colorado 81001	1021 E. 1st Street Pueblo, Colorado 81001	E 1/2 LOT 24 ALL 25 + W 1/2 OF 26 BLK 10 MATTICES ADD	$3,094.48
431134014	Keith L. Ridgway 1015 E. 1st Street Pueblo, Colorado 81001	Vacant Lot	W 1/2 LOT 20 BLK 10 MATTICES ADD	$450.40
431139013	Alfred and Desiree Gonzales 1019 E. River Street Pueblo, Colorado 81001	1019 E. River Street Pueblo, Colorado 81001	LOTS 23 TO 24 INC BLK 15 MATTICES ADD FORMERLY #04-311-39-008	$1,901.20
431140006	Jesse Mark Gallegos 8080 E. 55th Avenue Denver, Colorado 80238-3814	904 E. 1st Street Pueblo, Colorado 81001	LOTS 13 + 14 BLK 16 MATTICES ADD	$2,667.58
431218005	Thomas V. and Carol J. Martinez 9 Yarrow Court Pueblo, Colorado 81001	227 E. 3rd Street Pueblo, Colorado 81003	ALL THAT POR LOT 14 BLK 12 PUEBLO BEG AT A PT ON N LINE 3RD ST 5 FT E OF SW COR OF SD LOT THE E ALG SD N LINE OF SD ST 33 FT TH N // W/E LINE OF SD LOT 60 FT TH W AT R ANGLES W/LAST MENTIONED COURSE 10 FT THE N // WITH E LINE OF SD LOT TO ALY AT REAR OF LOT TH W ALG SD ALLEY TO NW COR OF SD LOT TH S ALG W LINE OF SD LOT TO PT 50 FT N OF N LINE OF SD ST TH E AT RT ANGLES WITH LAST MENTIONED COURSE 5 FT TH S TO PT OF BEG. ALSO BEG AT AT PT 28 FT E OF NW COR OF LOT 14 BLK 12 OF PUEBLO TH S // WITH W LINE OF SD LOT TO PT 60 FT N OF N LINE OF 3RD ST TH E // WITH N LINE OF 3RD ST 4 FT TH N // WITH SD W LINE OF SD LOT TO S LINE OF SD ALY TH W ALG S LINE SD ALLEY 4 FT TO PT OF BEG.	$773.90
431144017	Manuel Sanchez 12209 Dehougne Street North Hollywood, California 91605-5611	Vacant	E 20 FT LOT 19 + W 15 FT OF LOT 20 BLK 20 MATTICES ADD	$1,064.68

431215001	Stingari Enterprises LLC and Ryan Ford 3212 S. Oneida Way Denver, Colorado 80224-2890	221-223 E. 4th Street Pueblo, Colorado 81003	E 2 FT LOT 13 ALL 14 BLK 11 PUEBLO	$1,231.74
431218005	Thomas v. and Carol J. Martinez c/o Dora Martinez 9 Yarrow Court Pueblo, Colorado 81001	227 E. 3rd Street Pueblo, Colorado 81003	ALL THAT POR LOT 14 BLK 12 PUEBLO BEG AT A PT ON N LINE 3RD ST 5 FT E OF SW COR OF SD LOT THE E ALG SD N LINE OF SD ST 33 FT TH N // W/E LINE OF SD LOT 60 FT TH W AT R ANGLES W/LAST MENTIONED COURSE 10 FT THE N // WITH E LINE OF SD LOT TO ALY AT REAR OF LOT TH W ALG SD ALLEY TO NW COR OF SD LOT TH S ALG W LINE OF SD LOT TO PT 50 FT N OF N LINE OF SD ST TH E AT RT ANGLES WITH LAST MENTIONED COURSE 5 FT TH S TO PT OF BEG. ALSO BEG AT AT PT 28 FT E OF NW COR OF LOT 14 BLK 12 OF PUEBLO TH S // WITH W LINE OF SD LOT TO PT 60 FT N OF N LINE OF 3RD ST TH E // WITH N LINE OF 3RD ST 4 FT TH N // WITH SD W LINE OF SD LOT TO S LINE OF SD ALY TH W ALG S LINE SD ALLEY 4 FT TO PT OF BEG.	$773.90
431218006	Gwyn and Tony LLC 503 N. Main Street, Suite 350 Pueblo, Colorado 81003	305 N. Bradford Avenue Pueblo, Colorado 81003	S 27 FT 6 IN OF N 60 FT OF LOTS 15-16 + OF E 12 FT OF S 27 FT 6 IN OF N 60 FT OF LOT 14 BLK 12 PUEBLO	$2,626.92
431222015	Phillip R. Greaves II 623 E. 2nd Street Pueblo, Colorado 81001	623 E. 2nd Street Pueblo, Colorado 81001	LOT 26 BLK 21 MATTICE SUB	$3,773.72
431404015	Catherine Marie Markhkam 1007 E. Beech Street Pueblo, Colorado 81001	1007 E. Beech Street Pueblo, Colorado 81001	LOTS 17 - 20 BLK 27 MATTICES ADD FORMERLY #04-314-04-008 + 009	$1,012.68
431418002	Victoria Ann Naranjo 1222 Catalpa Street Pueblo, Colorado 81001	1222 Catalpa Street Pueblo, Colorado 81001	W 1/2 LOT 4 ALL 5-6-7 BLK 34 MATTICE + GIBSON ADD	$1,560.56
432105001	Renee V. Aragon 515 N. Reading Avenue Pueblo, Colorado 81001	515 N. Reading Avenue Pueblo, Colorado 81001	LOTS 17-18-19-20 BLK 234 EAST PUEBLO HEIGHTS SUB 2ND	$1,766.84
432111011	Robert Herrera 452 Gladiola Street Golden, Colorado 80401-5250	2129 E. 4th Street Pueblo, Colorado 81001	LOTS 26 + 27 LESS S 10 FT + E 17 FT OF LOT 28 BLK 3 FRANCE HEIGHTS	$802.40

432206004	Ryan L. Mata 1336 E. 5th Street Pueblo, Colorado 81001	1336 E. 5th Street Pueblo, Colorado 81001	LOTS 19 + 20 BLK 151 FLETCHER HILL SUB	$1,114.84
432208009	John Hernandez, Jr 1506 E. 5th Street Pueblo, Colorado 81001	1506 E. 5th Street Pueblo, Colorado 81001	LOTS 3 + 4 BLK 241 EAST PUEBLO HEIGHTS SUB	$396.70
432213018	Robert R. and Josie Archuleta 1521 E. 3rd Street Pueblo, Colorado 81001	1521 E. 3rd Street Pueblo, Colorado 81001	LOTS 33 + 34 BLK 251 EAST PUEBLO HEIGHTS SUB	$432.64
432239012	Vivian C. Lucero 1605 E. Beech Street Pueblo, Colorado 81001	1605 E. Beech Street Pueblo, Colorado 81001	LOTS 25 + 26 BLK 302 EAST PUEBLO HEIGHTS SUB	$348.64
432303004	Vincent Ortega 48 Scotland Road Pueblo, Colorado 81001	1612 E. Beech Street Pueblo, Colorado 81001	LOTS 11 + 12 BLK 312 WILEY + CHAMBERLINS SUB	$941.46
432313003	Gary R. Fearn PO Box 20368 Colorado City, Colorado 81019-2368	Vacant Lot	LOTS 5 + 6 BLK 361 WILEY + CHAMBERLINS SUB	$475.84
511102049	Cerise Enterprises, LLC 1106 108th Avenue NE # 304 Bellevue, Washington 98004-8609	Vacant Lot	LOT 8 BLK 2 EAGLERIDGE ESTATES PHASE 5 RESUB FORMERLY #05-111-02-001 THRU 024	$1,721.50
511418041	Jeremy Movick 4645 Ridge Drive Pueblo, Colorado 81008	4645 Ridge Drive Pueblo, Colorado 81008	LOT 41 BLK 101 SKYLINE PARK NO 1	$473.10
514402001	Justin Torkildson 2108 W. 32nd Street Pueblo, Colorado 81008	2108 W. 32nd Street Pueblo, Colorado 81008	LOT 1 BLK 2 COUNTRY CLUB HEIGHTS 1ST	$792.90
514403005	Jeremy A. Pate 1508 W. 32nd Street Pueblo, Colorado 81008	1508 W. 32nd Street Pueblo, Colorado 81008	LOT 5 BLK 3 COUNTRY CLUB HEIGHTS 1ST	$792.90
522309021	Clayton Street Properties, LLC PO Box 2868 Corrales, New Mexico 87048-2868	Vacant Lot	PAR ""A"" WEST VALLEY ESTATES SUB, A SPECIAL AREA PLAN 4TH AMD CONTG .51A M/L FORMERLY 05-220-00-048 + -049	$1,553.32
523242019	Brendan D. Daniels 6 Bridgeport Circle Pueblo, Colorado 81003	6 Bridgeport Circle Pueblo, Colorado 81003	LOT 19 BLK 2 SHAY PARK SUB	$901.12

523243028	Blaise E. and Mary L. Long 2703 Wills Boulevard Pueblo, Colorado 81003	2703 Wills Boulevard Pueblo, Colorado 81003	LOT 28 BLK 3 SHAY PARK SUB	$815.74
523339013	Alonzo and Miranda Quintana 2415 W. 23rd Street Pueblo, Colorado 81003	2415 W. 23rd Street Pueblo, Colorado 81003	LOTS 17-18-19-20-21-22 BLK 8 IRVING PL 2ND	$812.34
524108002	Patricia C. Sanchez 109 La Vista Road Pueblo, Colorado 81005	2905–2907 N. Greenwood Street Pueblo, Colorado 81008	ALL LOTS 1-2-3 + N 12 1/2 FT OF 4 BLK 2 SHARPS ADD	$2,098.76
524220019	Gail A. Fabrizio 3007 Manzano Street NE Albuquerque, New Mexico 87110-1963	2907 E. 2nd Avenue Pueblo, Colorado 81003	LOTS 8, 9 + 10 BLK 4 CENTRAL PARK	$4,792.72
524230014	Destiny D. Darris and Amanda J. and Belvie L. O'Donnell 2701 8th Avenue Pueblo, Colorado 81003	2701 8th Avenue Pueblo, Colorado 81003	LOTS 18 + 19 BLK 12 HILLSIDE	$921.34
524230020	Betty J. Crocfer and Betty J. O'Donnell 2703 8th Avenue Pueblo, Colorado 81003	2703 8th Avenue Pueblo, Colorado 81003	LOTS 20 & 21 BLK 12 HILLSIDE PL FORMERLY 05-242-30-019	$858.58
524230021	Betty J. Crocfer and Betty J. O'Donnell 2703 8th Avenue Pueblo, Colorado 81003	Vacant Lot	LOTS 22 & 23 BLK 12 HILLSIDE PL FORMERLY 05-242-30-019	$450.18
524231012	Lakeview Loan Servicing, LLC 3637 Sentara Way, #303 Virginia Way, Virginia 23452	2708 8th Avenue Pueblo, Colorado 81003	LOTS 14 + 15 BLK 11 HILLSIDE	$786.30
524411013	Louisa M. Manley 415 W. 25th Street Pueblo, Colorado 81003	415 W. 25th Street Pueblo, Colorado 81003	W 50 FT OF LOTS 17 TO 20 BLK 6 NORTH DUNDEE PLACE	$1,243.10
524420002	Charles W. McDaniel Jr. 506 Ocean Parkway Berlin, Maryland 21811-1550	2417 N. Elizabeth Street Pueblo, Colorado 81003	LOT 2 BLK 2 SANTA FE LAND IMPROVEMENT COMPANYS SUBDIVISION LESS PART LOT 2 DESC: FR PT BEG AT SW COR LOT 1 TH 12.7 FT SWLY, THE E 85.07 FT, TH N 13.17 FT TH W 83.02 FT TO BEG	$772.78
524421001	Charles W. McDaniel, Jr. 506 Ocean Parkway Berlin, Maryland 21811-1550	Vacant Lot	LOTS 31 + 32 BLK 12 NORTH DUNDEE PLACE	$926.98

524421013	Charles W. McDaniel, Jr. 506 Ocean Parkway Berlin, Maryland 21811-1550	Vacant Lot	LOTS 24 TO 26 BLK 12 NORTH DUNDEE PLACE	$821.70
524421014	Charles W. McDaniel, Jr. 506 Ocean Parkway Berlin, Maryland 21811-1550	Vacant Lot	LOTS 27 + 28 BLK 12 NORTH DUNDEE PLACE	$1,127.28
524421015	Charles W. McDaniel, Jr. 506 Ocean Parkway Berlin, Maryland 21811-1550	Vacant Lot	LOTS 29 + 30 BLK 12 NORTH DUNDEE PLACE	$908.32
524434013	Tru Invest, LLC 225 S. Academy Suite 201 Colorado Springs, Colorado 80910-2768	2207 N. Greenwood Street Pueblo, Colorado 81003	LOTS 20 + 21 BLK 11 DUNDEE PL	$1,251.04
525218004	Cliff E. Bailey and Charlene M. Salmans 912 W. 17th Street Pueblo, Colorado 81001	912 W. 17th Street Pueblo, Colorado 81001	LOT 5 + E 12 FT OF 6 BLK 26 CRAIGS ADD	$3,568.48
525223001	Arturo Z. Molina 2402 W. 15th Street Pueblo, Colorado 81005	Vacant Lot	LOTS 1 TO 6 BLK 41 CRAIGS ADD	$3,104.68
525233008	Betty Lou Mitchell 1030 W. 15th Street Pueblo, Colorado 81003	1030 W. 15th Street Pueblo, Colorado 81003	LOT 11 BLK 13 BLAKES ADD	$1,595.52
525308018	Eric L. Owens 920 W. 14th Street Pueblo, Colorado 81001	920 W. 14th Street Pueblo, Colorado 81003	LOTS 7 + 8 BLK 11 CRAIGS ADD FORMERLY 05-253-08-007 + 008	$1,897.04
525311003	Anthony J. Carlino 719 W. 13th Street Pueblo, Colorado 81003	719 W. 13th Street Pueblo, Colorado 81003	LOT 3 BLK 2 CRAIGS ADD	$1,681.08
525324006	BPFCO2023, LLC 524 N Juanita Avenue 9 Redondo Beach, California 90277-2931	1124 W. 11th Street Pueblo, Colorado 81003	W 22 FT OF LOT 6 ALL 7 + E 1 FT OF LOT 8 BLK 9 THATCHER + THOMAS ADD	$1,857.28
525343009	Oprah Gail Winfrey and Dr. Heidi Wodiuk 8448 State Hwy 78 Beulah, Colorado 81023-9722	1125 W. 11th Street Pueblo, Colorado 81003	LOT 9 BLK 45 BLAKES ADD	$2,043.58
525410004	1364 Kenton LLC 9748 Surrey Run Drive Colorado Springs, Colorado 80924-2108	512 W. 14th Street Pueblo, Colorado 81003	LOT 6 BLK 38 COUNTY ADD	$1,897.04

525422003	Douglas L. Barnhill Jr. and Barbarba Sue Barnhill 1115 West Street Pueblo, Colorado 81003	1115 West Street Pueblo, Colorado 81003	S 40 FT LOTS 1 + 2 BLK 51 COUNTY ADD	$3,854.36
525432001	Farmhouse Falls Ltd 21910 Tyrolite Avenue Parker, Colorado 80138-8772	1025 N. Greenwood Street Pueblo, Colorado 81003	N 50 FT LOTS 1 + 2 BLK 35 COUNTY ADD	$790.50
525451006	Shannon and Reena Pontius 110 N. Glendale Avenue Pueblo, Colorado 81001	518 W. 8th Street Pueblo, Colorado 81003	W 14 FT 8 IN LOT 5 + E 14 FT 8 IN OF LOT 6 BLK 32 COUNTY ADD	$940.92
525451013	Jenna Griego and Rafelita Lovato 507 W. 7th Street Pueblo, Colorado 81003	507 W. 7th Street Pueblo, Colorado 81003	LOT 14 BLK 32 COUNTY ADD	$1,439.40
526114013	Maria Fierro 1609 W. 18th Street Pueblo, Colorado 81003	1609 W. 18th Street Pueblo, Colorado 81003	E 1/2 LOT 35 ALL 36 + W 1/2 OF LOT 37 BLK 14 IRVING PL ADD	$922.14
526218006	Myrlene June Cannon Trust 2825 Madden Ct San Diego, California 92154-2138	1925 W. 19th Street Pueblo, Colorado 81003	LOTS 29-30-31 BLK 25 IRVING PL 2ND	$875.90
526233008	Elsie and John C. Trujillo 2119 W. 17th Street Pueblo, Colorado 81003	2119 W. 17th Street Pueblo, Colorado 81003	LOTS 23 + 24 BLK 4 ADEE CHAMBERLIN + WILEYS 2ND	$2,233.08
526245001	Frank Constante 24178 E. Emerald Trail Deer Trail, Colorado 80105-7911	1900 W. 16th Street Pueblo, Colorado 81003	LOTS 15 + 16 BLK 37 IRVING PL 2ND	$1,372.00
526245002	Frank Constante 24178 E. Emerald Trail Deer Trail, Colorado 80105-7911	1902 W. 16th Street Pueblo, Colorado 81003	LOTS 12-13-14 BLK 37 IRVING PL 2ND	$1,153.44
526247021	Aurora Chavez 2014 W. 16th Street Pueblo, Colorado 81003	2014 W. 16th Street Pueblo, Colorado 81003	LOTS 7 - 10 BLK 11 ADEE CHAMBERLIN + WILEYS SUB 2ND FORMERLY 05-262-47-005 + 017	$550.58
526250006	Jose A. and Luisa Bolanos 2700 Troy Avenue, Apt. ES25 Pueblo, Colorado 81001	Vacant Lot	LOTS 10 + 11 BLK 14 ADEE CHAMBERLIN + WILEYS 2ND	$806.04
526306006	Hilary Grebowicz 190 Mohawk Road Lyons, Colorado 80540-8110	2113 W. 14th Street Pueblo, Colorado 81001	LOTS 29 + 30 BLK 15 ADEE CHAMBERLIN + WILEYS 2ND	$821.98

526318008	Rudolfo Otero 1102 Lambert Avenue Pueblo, Colorado 81003	1102 Lambert Avenue Pueblo, Colorado 81003	S 1/2 LOTS 21-22-23 BLK 22 ADEE CHAMBERLIN + WILEYS SUB 2ND	$2,000.88
526322019	Yazmin Ibarllucea and John Peebles Macdonald 20740 Nashville Street Chatsworth, California 91311-1522	Vacant Lot	LOTS 11 TO 16 BLK 18 ADEE CHAMBERLIN + WILEYS 1ST FORMERLY #05-263-22-017	$1,276.98
527100099	Mrs. S L Ryan and Phylis Christine Witherow 2140 Lambert Avenue Pueblo, Colorado 81003	2140 Lambert Avenue Pueblo, Colorado 81003	POR OF NE4 NE4 OF SEC 27-20-65: BEG AT THE NE COR SEC TH S 198 FT TH W 330 FT TH N 198 FT TH E 110 FT TH S 120 FT TH E 120 FT TH NLY 120 FT TO PT 100 FT W OF THE NE COR OF NE 1/4 NE 1/4 TH E 100 FT TO THE PT OF BEG CONTG 1.363A EXCEPT TR SOLD TO CITY #861081 FORMERLY #05-270-00-099	$3,307.96
527110015	Robert A. Ortiz 1021 Ruppel Street, Apt 5 Pueblo, Colorado 81001	2211 W. 15th Street Pueblo, Colorado 81003	LOTS 27 + 28 BLK 10 HYDE PARK	$1,563.90
527115014	Annette Nieto 2211 W. 14th Street Pueblo, Colorado 81003	2211 W. 14th Street Pueblo, Colorado 81003	LOTS 25 + 26 BLK 15 HYDE PARK	$899.44
527119013	Marco Antonio Pineda Hernandez 2401 W. 12th Street Pueblo, Colorado 81003	2401 W. 12th Street Pueblo, Colorado 81003	LOTS 17 + 18 BLK 19 HYDE PARK	$2,636.06
534429015	JJ Phillips and Sons PO Box 1123 Pueblo, Colorado 81002	Vacant Lot	LOT 4 EXC ELY 10 FT BLK 2 CULIG SUB	$1,676.34
535307004	Richard L. Vigil and Donnie Ann Pritchard 6 Cynthia Place Pueblo, Colorado 81008	330 Gaylord Avenue Pueblo, Colorado 81004	LOTS 8-9-10 BLK 2 ARVONIA	$853.24
535307010	Joann H. Jiminez 306 Gaylord Avenue Pueblo, Colorado 81004	306 Gaylord Avenue Pueblo, Colorado 81004	LOTS 21 + 22 BLK 2 ARVONIA	$472.20
535425017	Richard A. Barra PO Box 8322 Pueblo, Colorado 81008	429-431 W. Evans Avenue Pueblo, Colorado 81004	SWLY 100 FT OF LOTS 30 TO 32 INC BLK 86 COLORADO COAL + IRON COMPANYS ADDITION NO 1	$817.34

536308011	TLC Properties, Inc PO Box 6010 Colorado Springs, Colorado 80934-6010	600 S. Union Avenue, #B Pueblo, Colorado 81004	LOT 9 EXC 40 FT BY 28 FT + 10 FT BY 130 FT STRIP 8 FT WIDE AT ITS WIDEST PT IN CORONA AVE N SIDE OF LOT 9 BLK P SOUTH PUEBLO	$1,626.92
536313009	Gilbert and Juanita Rodriguez 124 Idaho Avenue Pueblo, Colorado 81004	124 Idaho Avenue Pueblo, Colorado 81004	LOT 5 + SW 3 FT OF LOT 6 BLK M SOUTH PUEBLO	$1,123.56
1406324023	Oprah Gail Winfrey and Dr. Heidi Wodiuk 8448 State Hwy 78 Beulah, Colorado 81023-9722	1225 Bohmen Avenue Pueblo, Colorado 81005	LOT 42 BLK 1 WIEN	$603.80
1406325019	Anthony J. and Arleen Carlino 1249 Mahren Avenue Pueblo, Colorado 81005	1249 Mahren Avenue Pueblo, Colorado 81005	LOTS 30 + 31 BLK 2 WIEN	$2,813.82
1501115001	Andrew R. Gonzales, Sr. 426 Polk Street Pueblo, Colorado 81004	202 Cottonwood Street Pueblo, Colorado 81004	N 70 FT LOT 1 BLK 6 SOUTH PUEBLO HOMESTEAD + BUILDING ASSOCIATION SUB OF V TO Y SOUTH PUEBLO	$885.32
1501124004	M3S Colorado, LLC 2770 Arapahoe Road, Suite 132-222 Lafayette, Colorado 80026-8018	628 E. Corona Avenue Pueblo, Colorado 81004	LOT 6 BLK 12 SOUTH PUEBLO HOMESTEAD + BUILDING ASSOCIATION SUB OF V TO Y SOUTH PUEBLO	$1,033.40
1501130041	Diamond and Gold Enterprises, LLC 3211 Enclave Place Norman, Oklahoma 73072-2248	705 Elm Street Pueblo, Colorado 81004	LOT 5 + SW 3 FT OF LOT 6 BLK M SOUTH PUEBLO	$1,373.28
1501130044	Daniel Lewis Gibson & Darian Robert Bostic 813 S. Norwood Avenue Pueblo, Colorado 81001	708 E. Abriendo Avenue Pueblo, Colorado 81004	S 5 FT OF LOT 2 ALL LOTS 3-4 + SMALL PIECE IN NE COR LOT 5 BLK 10 VAN KEUREN + VASSAULT (WITH ACCESS)	$990.80
1501206009	Routt Ave, LLC 125 W. B Street Pueblo, Colorado 81003	400 E. Routt Avenue Pueblo, Colorado 81004	LOT A BLK 155 MESA BUILDING + INVESTMENT COMPANYS SUBDIVISION AMENDED	$974.22
1501213006	Garfield Alphanso & Jelena Johnson 7709 Amberly Drive Colorado Springs, Colorado 80923-4127	322 Broadway Avenue Pueblo, Colorado 81004	LOT 10 + N 15 FT OF 11 BLK 134 SOUTH PUEBLO	$1,061.10
1501303004	Michelle Lynette Williams 1305 10th Street SW Minot, North Dakota 58701-5759	518 Madison Street Pueblo, Colorado 81004	LOTS 9 + 10 BLK 162 COLORADO COAL + IRON COMPANYS ADDITION NO 1	$1,011.82
1501305006	Louis C. Baca 416 Jefferson Street Pueblo, Colorado 81004	416 Jefferson Street Pueblo, Colorado 81004	LOTS 8 TO 10 INC BLK 173 COLORADO COAL + IRON COMPANYS ADDITION NO 1	$1,208.04

1501307007	Odale Edwards 941 Spruce Street Pueblo, Colorado 81004	941 Spruce Street Pueblo, Colorado 81004	N 30 FT OF S 40 FT LOT 14 BLK 30 BESSEMER	$932.30
1501309012	Roger Villegas 36 S. Grandbay Street Aurora, Colorado 80018-1562	1034 Pine Street Pueblo, Colorado 81004	N 47 FT LOT 10 BLK 32 BESSEMER	$814.08
1501313018	Debora Erickson 1135 Pine Street Pueblo, Colorado 81004	1135 Pine Street Pueblo, Colorado 81004	N 27 1/2 FT LOT 15 BLK 43 BESSEMER	$739.28
1501320026	Ana Victoria Boccardoro 11008 Unity Lane Commerce City, Colorado 80022-8999	1203 E. Orman Avenue Pueblo, Colorado 81004	LOT 45 BLK 11 COLLEGE HILL SUB 2ND	$1,696.96
1501409028	Roger D. Torres 1011 Elm Street Pueblo, Colorado 81004	1011 Elm Street Pueblo, Colorado 81004	S 1/2 LOT 22 BLK 2 BESSEMER	$843.38
1501413013	Tony Terry and Mike, LLC 1137 Elm Street Pueblo, Colorado 81004	1137 Elm Street Pueblo, Colorado 81004	LOT 22 BLK 38 CITY HALL PL	$4,466.00
1501417035	Harold Erb 1502 E. Beech Street Pueblo, Colorado 81001	1217 E. Abriendo Avenue Pueblo, Colorado 81004	LOTS 44 + 45 BLK 49 CITY HALL PL FORMERLY 15-014-17-025 + 026	$875.64
1502114023	John Moran 48 N. Electronic Drive Pueblo West, Colorado 81007	1421 Rice Avenue Pueblo, Colorado 81004	LOTS 26 - 28 + S 120 FT OF LOTS 29 + 30 CRESCENT PL FORMERLY 15-021-14-014 + 015	$934.06
1502208024	Nafis Cameron 540 S. Prairie Avenue Pueblo, Colorado 81004	540 S. Prairie Avenue Pueblo, Colorado 81004	LOTS 28, 29 + 30 BLK 4 WILCOX + MOORES ADDITION FORMERLY 15022-08-009 AND 010	$997.10
1502303012	William E. Lawrence 814 Palmer Avenue Pueblo, Colorado 81004	1137 Beulah Avenue Pueblo, Colorado 81004	LOTS 26-27-28 BLK 8 MAPLETON ADD	$5,995.16
1502402009	Zachary J. Secora 944 Carteret Avenue Pueblo, Colorado 81004	944 Carteret Avenue Pueblo, Colorado 81004	S 15 FT LOT 18 ALL 19 BLK 4 LAKEWOOD SUB	$1,016.54
1502417013	Lisa M. Chavez and Paul H. Lopez 7211 Neblina Drive Grand Prairie, Texas 75054-0049	1307 W. Arroyo Avenue Pueblo, Colorado 81004	LOTS 24 + 25 BLK 6 LAKEWOOD SUB	$2,163.08

1502431021	David V. and Nancy M. Salama 1207 Berkley Avenue Pueblo, Colorado 81004	1207 Berkley Avenue Pueblo, Colorado 81004	LOTS 43 + 44 BLK 15 LAKEWOOD SUB	$794.96
1504115012	Susan D. Ure 720 Santa Barbara Avenue Pueblo, Colorado 81005	713 Santa Barbara Avenue Pueblo, Colorado 81005	LOTS 19 TO 20 INC BLK 4 SUNNY HEIGHTS SUB 1ST FORMERLY #15-041-15-011	$1,089.00
1504203020	Robert R. and Josie Archuleta 304 W. Concho Drive Pueblo West, Colorado 81007	536 Edna Lane Pueblo, Colorado 81005	S 1/2 LOT 2 BLK 1 W D B LAND CO SUB NO 5	$901.60
1510122016	Lakenderick J. Hayes and Bre Annie Brittany Young 1730 Moore Avenue Pueblo, Colorado 81005	1730 Moore Avenue Pueblo, Colorado 81005	LOT 16 BLK 5 CORKISH-SACKMAN-LITTELL NO 2	$438.80
1510317008	Rochelle Lynn Medina 2027 Ridgewood Lane Pueblo, Colorado 81005	2027 Ridgewood Lane Pueblo, Colorado 81005	LOT 29 BLK 31 HIGHLAND PARK 6TH AMEND	$796.44
1510413024	Franck JM Martin 6809 Tiger Walk Littleton, Colorado 80124-9586	2010 Carlee Drive Pueblo, Colorado 81005	LOT 4 HELLBECK ACRES 2ND ALSO A TRACT OF LAND IN 10-21-65 DESC AS: BEG AT THE NE COR OF THE SW4SE4 SEC 10, TH WLY ALG THE E LINE OF SD SW4SE4 SEC 10 A DIST OF 211.50 FT TO THE TRUE PT OF BEG, TH WLY ALG A LINE // WITH THE N LINE OF THE SD SW4SE4 SEC 10, A DIST OF 25.0 FT M/L TO THE NE COR LOT 4 HELLBECK ACRES #2 ACCORDING TO THE RECORDED PLAT FILED 1/27/72, TH SLY ALG THE E LINE SD LOT 4 HELLBECK ACRES #2, A DIST OF 60.50 FT TO THE SE COR SD LOT 4 HELLBECK ACRES #2 TH ELY ALG A LINE // WITH THE N LINE OF SD SW4SE4 OF SEC 10, A DIST OF 25.0 FT M/L TO THE E LINE OF SW4SE4 OF SEC 10, TH NLY ALG THE E LINE OF SD SW4SE4 SEC 10, A DIST OF 60.50 FT TO THE TRUE PT OF BEG FORMERLY 15-104-13-004 + 015	$1,169.92
1511126001	Jorge Dominguez Costillo 1612 Sprague Avenue Pueblo, Colorado 81004	1612 Sprague Avenue Pueblo, Colorado 81004	E 1/2 OF LOTS 12 TO 14 INC BLK 1 PROSPECT PL	$445.56

1511126002	Jason Reuben Hanson 1616 Sprague Avenue Pueblo, Colorado 81004	1616 Sprague Avenue Pueblo, Colorado 81004	W 1/2 OF LOTS 12 TO 14 BLK 1 PROSPECT PL	$846.68
1511304015	Shade C. Baca 312 Harrison Street Pueblo, Colorado 81004	1942 Acero Avenue Pueblo, Colorado 81004	S 11 FT OF LOT 41 ALL 42 + N 14 FT OF LOT 43 BLK 4 ENGLEWOOD SUB	$1,162.60
1512108001	William Martinez 1310 E. Routt Avenue Pueblo, Colorado 81004	1310 E. Routt Avenue Pueblo, Colorado 81004	LOT 1 BLK 3 STEELWORKS AMENDED	$1,588.16
1512207014	Kela Project 4, LLC 1223 Lake Plaza Drive, Suite A Colorado Springs, Colorado 80906-3580	1425 Cypress Street Pueblo, Colorado 81004	LOT 34 BLK 7 LAKE AVE ADD	$2,622.54
1512217023	Alex Segura 1619 Cedar Street Pueblo, Colorado 81004	1619 Cedar Street Pueblo, Colorado 81004	LOTS 37-38 + S 1/2 OF 39 BLK 1 SUBURBAN LAND + INVESTMENT COMPANYS SUB	$1,410.26
1512228022	Ramon J. and Antonia Trujillo 1801 Constitution Road Pueblo, Colorado 81001	1427 Pine Street Pueblo, Colorado 81004	LOT 22 BLK 73 STONE + THATCHER SUB	$1,662.06
1512229012	Michelle Rodriguez 616 Downing Street Denver, Colorado 80218-3496	1428 Pine Street Pueblo, Colorado 81004	LOT 16 BLK 72 IRONDALE	$1,151.44
1512304001	Angelo U. Trujillo 1704 Spruce Street Pueblo, Colorado 81004	1704 Spruce Street Pueblo, Colorado 81004	LOTS 1-2-3 BLK 4 LAKE MINNEQUA ADD	$2,626.28
1512305012	Thomas J. Vialpando 918 S. Cayuga Drive Pueblo West, Colorado 81007	1821 E. Routt Avenue Pueblo, Colorado 81004	LOT 20 + S 7 1/2 FT OF 21 BLK 13 LAKE MINNEQUA ADD	$1,355.24
1512407006	Eva J. Carrillo 1920 E. Routt Avenue Pueblo, Colorado 81004	1920 E. Routt Avenue Pueblo, Colorado 81004	LOTS 10 + 11 BLK 21 LAKE MINNEQUA ADD FORMERLY #16124-17-006	$734.26
1512410001	Nassir Ahmad 8060 Girard Avenue, Apt. 1008 Denver, Colorado 80231-4422	318 Minnequa Avenue Pueblo, Colorado 81004	LOTS 1 TO 4 INC BLK 27 LAKE MINNEQUA ADD	$380.06
1512412006	Anthony A. Sanchez III 2128 E. Routt Avenue Pueblo, Colorado 81004	Vacant	LOTS 12 + 13 BLK 37 LAKE MINNEQUA ADD FORMERLY #16124-12-006	$451.62

1513209015	Jamie R. Jones 2301 E. Routt Avenue Pueblo, Colorado 81004	2301 E. Routt Avenue Pueblo, Colorado 81004	N 1/2 LOT 31 ALL 32 BLK 9 MINNEQUA HEIGHTS	$2,195.10
1513211004	Sylvia C. Price 2314 Cedar Street Pueblo, Colorado 81004	2314 Cedar Street Pueblo, Colorado 81004	S 1/2 LOT 6 ALL 7 BLK 11 MINNEQUA HEIGHTS	$4,370.46
1513217013	John L. Duran, Violet Mae Cox, Shirley Ann Clark and Rose Martinez 2403 E. Evans Avenue Pueblo, Colorado 81004	2403 E. Evans Avenue Pueblo, Colorado 81004	LOTS 31 + 32 BLK 17 MINNEQUA HEIGHTS	$2,049.42
1513220011	Buffalo Chip Trust 455 Mackenzie Avenue Canon City, Colorado 81212	2509 E. Evans Avenue Pueblo, Colorado 81004	N 1/2 LOT 27 ALL 28 BLK 20 MINNEQUA HEIGHTS	$913.40
1513221010	Jon B. Secora 2523 E. Routt Avenue Pueblo, Colorado 81004	2523 E. Routt Avenue Pueblo, Colorado 81004	LOT 21 + S 1/2 OF 22 BLK 21 MINNEQUA HEIGHTS	$1,005.86
1513226009	Vivian E. Hall and Sandra Bolden 2623 Pine Street Pueblo, Colorado 81004	2623 Pine Street Pueblo, Colorado 81004	LOTS 20-21-22 BLK 26 MINNEQUA HEIGHTS	$2,147.62
1513227007	Virginia Ester Lawrence 2706 E. Orman Avenue Pueblo, Colorado 81004	2628 Pine Street Pueblo, Colorado 81004	S 1/2 OF 14 ALL 15-16 BLK 27 MINNEQUA HEIGHTS	$1,474.48
1513244003	William D. Manners 2431 Poplar Street Pueblo, Colorado 81004	2431 Poplar Street Pueblo, Colorado 81004	LOTS 17 TO 20 INC BLK 19 EAST LAKE	$1,101.94
1514106024	Nancy C. Von Salome c/o David Leroy Gomez 2501 California Street Pueblo, Colorado 81004	Vacant	LOTS 1-2-3 BLK 23 EAST LAKE	$1,545.28
1514419014	Copper Spur Properties, LLC 12650 W. 64th Avenue, Suite E420 Arvada, Colorado 80004-3887	3215 Lake Avenue Pueblo, Colorado 81004	E 267.00 FT OF LOTS 2 THRU 4 + ALL LOTS 5 THRU 7 LESS HIWAY OF BLK 2 LAKE GARDENS 2ND LESS POR BY WD#1962150 TO SHH PROPERTIES FORMERLY #15-144-19-011	$2,651.48
1515107040	Linda C. and Dennis A. Ketchum 3848 County Lane 15 Ordway, Colorado 81063-9709	3515 Gem Drive Pueblo, Colorado 81005	LOT 40 BLK 8 BRIARWOOD SUB 4TH	$2,931.26

1515114229	Joseph B. Aragon 2571 Azalea Street Pueblo, Colorado 81005	2571 Azalea Street Pueblo, Colorado 81005	LOT 8 BLK 5 BEULAH HEIGHTS 1ST	$1,082.94
1515121042	Mesa Property Management, LLC PO Box 8511 Pueblo, Colorado 81008	2641 Gladiola Street Pueblo, Colorado 81005	LOT 15 BLK 11 BEULAH HEIGHTS 1ST	$841.84
1515214032	Jose B. Aguilar 651 S. Louviers Drive Pueblo West, Colorado 81007	2130 Hollywood Drive Pueblo, Colorado 81005	LOT 15 BLK 15 LYNN GARDENS 2ND	$1,331.66
1515224003	Daniel J. Martinez 2521 Sherwood Lane Pueblo, Colorado 81005	2521 Sherwood Lane Pueblo, Colorado 81005	LOT 3 BLK 21 LYNN GARDENS 7TH	$417.00
1515308157	Evelyn L. Andrew 1133 Holly Street Pueblo, Colorado 81006	3709 Fairfield Lane Pueblo, Colorado 81005	LOT 42 BLK 72 HIGHLAND PARK 20TH	$1,638.78
7360020287	Twyla Petersen 2221 S. Prairie Avenue, Lot 98 Pueblo, Colorado 81005	2221 S. Prairie Avenue, Lot 98 Pueblo, Colorado 81005	OASIS MHP SP 98 SAFEWAY 1972 14X56 VIN: 027642W	$581.30
7360025670	Lashawn Renee Mynhier 630 S. Peck Drive, Apt. 10202 Longmont, Colorado 80503-8930	2604 Himes Avenue Pueblo, Colorado 81004	LOT 3 PAPEZ ADD GREAT LAKES 1964 12X55 VIN: 3G4G5512FD2N16871	$579.00

PUEBLO CITY HALL, PUEBLO, COLORADO #1 City Hall Place, 3rd Floor, Pueblo, CO 81003	
IN RE: PUBLIC HEARINGS CONCERNING ASSESSMENT OF COSTS ASSOCIATED WITH ABATEMENTS CONDUCTED ON, AND CORRESPONDING ABATEMENT LIENS AGAISNT PROPERTY PURSUANT TO PUEBLO MUNICIPAL CODE TITLE VII	⮝ **COURT USE ONLY** ⮝

RULING ON PROTESTS AT THE SEPTEMBER 12, 2025 HEARINGS

This Matter came before the Hearing Officer on September 12, 2025 at 9:00 a.m. for hearing on the Complaints, Objections and Protests filed by owners or interested parties with respect to abatement costs and the related liens filed against property. The City of Pueblo was represented by senior assistant city attorney, Lisa Macchietto.

415 Morrison Avenue, Pueblo, CO 81005

This case comes before the Hearing Officer on a protest filed on August 22, 2025 by Michael E. Gonzales who appeared at the hearing. Protest was based upon the fact that he purchased the property after the lien was recorded.

Mr. Gonzales represented that he wanted to pay the lien and he withdrew his protest.

The Hearing Officer therefore affirms the lien.

1203 E. Orman Ave., Pueblo, CO 81004

This case comes before the Hearing Officer on a protest filed on August 27, 2025 by Victorio Boccadoro who appeared at the hearing. Protest was based upon the claim that Mr. Boccadoro did not owe the money.

Mr. Boccadoro represented that he wanted to pay the lien and he withdrew his protest.

The Hearing Officer therefore affirms the lien.

Vacant Land, Parcel 430430020

This case comes before the Hearing Officer on the appearance of the property owners, C&S Investments.

Upon review of the case, the City discovered a defect in the paperwork and moved to dismiss the case.

The Hearing Officer dismisses the case and orders that the lien be released.

2123 E. 11th, Pueblo, CO 81001

This case comes before the Hearing Officer on a protest filed on August 28, 2025 by Adriana Aragon. Ms. Aragon failed to appear at the hearing. Protest of the lien was based upon the fact that she purchased the property after the lien was recorded.

Prior to the hearing date Ms. Aragon contacted the City and indicated that the title company would pay the lien.

Based upon the parties' failure to appear and no valid defense being alleged, the Hearing Officer affirms the lien. However, upon confirmation of payment received the lien will be released.

205 Van Buren, Pueblo, CO 81005

This case comes before the Hearing Officer on protest dated and filed August 29, 2025 by Judith and Jimmie Arko who did not appear at the hearing. The Protest filed stated no defense.

Prior to the hearing, it was represented that an agreement had been reached as to payment and the protest was withdrawn.

The Hearing Officer therefore affirms the lien.

529 W. 7th St., Pueblo, CO 81003

This case comes before the Hearing Officer on a protest filed on September 4, 2025 by Julia Roten-Valdez . Ms. Roten-Valdez appeared at the hearing. Protest of the lien was based upon improper notice.

Prior to the hearing, it was represented that an agreement had been reached as to payment

and the protest was withdrawn.

The Hearing Officer therefore affirms the lien.

1225 Bohmen, Pueblo, CO 81004

This case comes before the Hearing Officer on a protest filed on September 4, 2025 by Heidi Wodiuk. Ms. Wodiuk failed to appear at the hearing. The Protest filed contained no valid legal basis.

Based upon the parties' failure to appear and no valid defense being alleged, the Hearing Officer affirms the lien.

615 W. 24th, Pueblo, CO 81003

This case comes before the Hearing Officer on a protest filed on September 4, 2025 by Michael Papa who did not appear at the hearing. Protest was based upon the fact that he purchased the property after the lien was recorded.

Prior to the commencement of the hearing the City and Mr. Papa represented that an agreement had been reached and the protest was withdrawn.

The Hearing Officer therefore affirms the lien.

904 E. 1st, Pueblo, CO 81001

This case comes before the Hearing Officer on a protest filed on September 5, 2025 by Jesse Gallegos who appeared at the hearing. Protest was based upon the fact that he purchased the property after the lien was recorded.

Prior to the commencement of the hearing the City and Mr. Gallegos represented that an agreement had been reached and the protest was withdrawn. The City agreed to propose a payment plan if Mr. Gallegos could provide proof of prior taxes paid.

The Hearing Officer therefore affirms the lien.

Vacant Land, parcel 431127003

This case comes before the Hearing Officer on a protest filed on September 5, 2025 by Marguerite Crowell-Even as vice president of Southern Colorado Soap Box Derby, Inc. Protest was based on insufficient notice and being the victim of illegal dumping.

Prior to the commencement of the hearing it was represented that an agreement had been reached and the protest was withdrawn.

The Hearing Officer therefore affirms the lien.

2407 W. 13th St., Pueblo, CO

This case comes before the Hearing Officer on a protest filed on September 5, 2025 by Janette Stidham who failed to appear at the hearing. Protest of the Lien was based upon hardship and being the victim of illegal dumping.

Prior to the commencement of the hearing it was represented that an agreement had been reached and the protest was withdrawn.

The Hearing Officer therefore affirms the lien.

1602 E. 14th St., Pueblo, CO

This case comes before the Hearing Officer on a protest filed on September 5, 2025 by April Martinez for Michael Gilmore. Mr. Gilmore appeared. Protest of the Lien was based upon the fact that he purchased the property after the lien was recorded.

Prior to the commencement of the hearing it was represented that an agreement had been reached and the protest was withdrawn.

The Hearing Officer therefore affirms the lien.

1704 Spruce St., Pueblo, CO 81004

This case comes before the Hearing Officer on a protest filed on September 5, 2025 by Angelo Uriah Trujillo. Mr. Trujillo appeared. Protest of the Lien was based upon the fact that he had been working on cleaning the property prior to the citation.

Prior to the commencement of the hearing it was represented that an agreement had been reached and the protest was withdrawn. The City agreed to propose a payment plan if Mr. Trujillo could provide proof of prior taxes paid.

The Hearing Officer therefore affirms the lien.

2207 N. Greenwood St., Pueblo, CO

Earl Robinson appeared to protest the lien filed on this property, however, he had not filed a protest as required.

Therefore, based upon the protestant's failure to timely file a protest, the Hearing Officer affirms the lien as recorded.

1403 E. 6th, Pueblo, CO

This case comes before the Hearing Officer upon the Appearance of Isidor Roybal. Mr. Roybal did not file a protest but asserts that he paid the amount in full yesterday.

In that event the lien will be released.

3709 Fairfield Lane, Pueblo, CO

Shannon Andrew appeared to protest the lien filed on his property, however, he had not filed a protest as required.

Therefore, based upon the protestant's failure to timely file a protest, the Hearing Officer affirms the lien as recorded.

2211 W.14th, Pueblo, CO

Annette Nieto appeared to protest the lien filed on her property, however, she had not filed a protest as required.

Therefore, based upon the protestant's failure to timely file a protest, the Hearing Officer affirms the lien as recorded.

2708 Poplar, Pueblo, CO

This case comes before the Hearing Officer on a protest filed on September 3, 2025 by Lori Ruth Brooks. Ms. Brooks appeared. Protest of the Lien was based upon hardship and being the victim of illegal dumping.

Prior to the commencement of the hearing it was represented that an agreement had been reached and the protest was withdrawn.

The Hearing Officer therefore affirms the lien.

DONE this 15th day of September 2025

Linda McMillan

Linda McMillan, Hearing Officer

CERTIFICATE OF SERVICE

I hereby certify that on the _____ day of September 2025, a true and correct copy of the foregoing document, was placed in the United States mail, sufficient postage pre-paid and addressed to:

Lisa Macchiato
Senior Assistant City Attorney
City of Pueblo
#1 City Hall Place, 3rd Floor
Pueblo, CO 81003

Southern Colorado Soap Box Derby Inc.
25750 Hillside Rd
Pueblo, CO 81006

Victorio Boccadoro
1203 E. Orman Ave
Pueblo, CO 81004

Michael E. Gonzales
415 Morrison Ave.
Pueblo, CO 81005

C&S Investments,
33776 Ford Rd.
Pueblo, CO 81006

Adriana Aragon
2123 E. 11th
Pueblo, CO 81001

Judith and Jimmie Arko
205 Van Buren
Pueblo, CO 81005

Heidi Wodiuk
217 E. Pitkin Ave.
Pueblo, CO 81004

Julia Roten-Valdez
Red Earth Properties LLC
27 Dunsmere Ave.
Pueblo, CO 81004

Michael Papa
GK+K Invest. Prop., LLC
615 W. 24th St
Pueblo, CO 81003

Jesse Gallegos
904 E. 1st St.
Pueblo, CO 81001

Janette Stidham
2407 W. 13th St.,
Pueblo, CO 81003

Michael Gilmore
1602 E. 14th St.
Pueblo, CO 81001

Angelo Uriah Trujillo
1704 Spruce St.
Pueblo, CO 81004

Earl Robinson
2207 N. Greenwood St.
Pueblo, CO

Isador Roybal
1403 E. 6th St.
Pueblo, CO 81001

Shannon Andrew
3709 Fairfield Lane
Pueblo, CO 81005

Annette Nieto
2211 W.14th
Pueblo, CO 81003

Lori Ruth Brooks
2708 Poplar St.
Pueblo, CO 81004

_____

Docusign Envelope ID: CE18AD03-5B08-4B16-8471-7C9E887347C5

City Clerk's Office Item # S6

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT ACCOUNT ED2503 - ST CHARLES IND PK INFRASTRUCTURE, TRANSFERRING $8,000,000.00 FROM THE UNAPPROPRIATED FUND BALANCE OF THE HALF-CENT SALES TAX FUND FOR ECONOMIC DEVELOPMENT, AND BUDGETING AND APPROPRIATING $8,000,000.00 INTO PROJECT ACCOUNT ED2503

SUMMARY:

This Ordinance establishes a new project account (ED2503 - St Charles Ind Pk Infrastructure), transfers funds in the amount of $8,000,000.00 from the unappropriated fund balance of the half-cent sales tax fund for economic development, and budgets and appropriates those funds into the new account for the purpose of funding planning, design, and construction of public improvements necessary to facilitate future development of properties located in the St. Charles Industrial Park.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Ordinance establishes a new finance project account and budgets and appropriates half-cent sales tax funds for economic development in the amount of $8,000,000.00 that will be used to plan, design, and construct public improvements serving properties in the St. Charles Industrial Park.

FINANCIAL IMPLICATIONS:

Funds in the amount of $8,000,000.00 will be transferred from the unappropriated fund balance of the half-cent sales tax funds for economic development and deposited, budgeted, and appropriated into project account ED2503 - St Charles Ind Pk

Docusign Envelope ID: CE18AD03-5B08-4B16-8471-7C9E887347C5

Infrastructure. This appropriation meets the criteria for a use authorized under Sec. 14-4-85.5 (3) of Pueblo Municipal Code.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this ordinance.

STAKEHOLDER PROCESS:

Not applicable to this ordinance.

ALTERNATIVES:

Failure to approve this ordinance will preclude the City from constructing required public infrastructure improvements necessary to facilitate further development of properties in and near the St. Charles Industrial Park.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

Docusign Envelope ID: CE18AD03-5B08-4B16-8471-7C9E887347C5

ORDINANCE NO. 11066

AN ORDINANCE ESTABLISHING PROJECT ACCOUNT ED2503 - ST CHARLES IND PK INFRASTRUCTURE, TRANSFERRING $8,000,000.00 FROM THE UNAPPROPRIATED FUND BALANCE OF THE HALF-CENT SALES TAX FUND FOR ECONOMIC DEVELOPMENT, AND BUDGETING AND APPROPRIATING $8,000,000.00 INTO PROJECT ACCOUNT ED2503

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

SECTION 1.

Project Account ED2503 - St Charles Ind Pk Infrastructure is hereby established.

SECTION 2.

Funds in the amount of $8,000,000.00 are hereby transferred from the unappropriated fund balance of the half-cent sales tax funds for economic development and deposited, budgeted and appropriated into Project Account ED2503 - St Charles Ind Pk Infrastructure.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on October 14, 2025.

Final adoption of Ordinance by City Council on October 27, 2025.

DocuSigned by:
Mark Alliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: CE18AD03-5B08-4B16-8471-7C9E887347C5

Action by the Mayor:

☐ Approved on 10/28/2025 | 3:59 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
_____
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
_____
7C02EBDFFC3D43C...
City Clerk

Docusign Envelope ID: E0455619-BD23-4C17-B107-0BA0C2577529

City Clerk's Office Item # S7

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A QUITCLAIM DEED FROM RUTH LORRAINE GUERIN FOR PROPERTY LEGALLY DESCRIBED AS LOTS 43-46, BLOCK 15, SUNNYSIDE SUBDIVISION, COUNTY OF PUEBLO, STATE OF COLORADO

SUMMARY:

This Ordinance codifies City Council's approval and acceptance of a Quitclaim Deed for land legally described as Lots 43-46, Block 15, Sunnyside Subdivision, County of Pueblo, State of Colorado.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property is located within the Sunnyside Subdivision, east of Lake Minnequa. It is an approximately 1/4-acre residential parcel containing a condemned residential structure that was damaged by a fire while the previous property owner was in the hospital. No property insurance policy was in effect on the date of loss. The property owner passed away in April and conveyed the property to his sister, Ms. Ruth Lorraine Guerin, just before his death.

Ms. Guerin accepted ownership of the Berkley property on April 14, 2025, so that she could, in good faith, start the cleanup and abatement process. She hired a contractor to demolish the remains of the structure and clean up the lot. Unfortunately, the contractor, Southern Built Fence and Landscape, LLC, was not licensed to do business in the City and was not licensed with the Pueblo Regional Building Department for the type of work being performed.

Based on the extent of damage to the structure and the partial (unpermitted) removal of the burned building materials on site (including the disturbance of suspected asbestos-

Docusign Envelope ID: E0455619-BD23-4C17-B107-0BA0C2577529

containing materials) by the unlicensed contractor, the abatement will require an open-air abatement which will require approval from CDPHE. At this time, costs for the remediation are anticipated to be approximately $50,000 - far in excess of the value of the property, itself.

Because of the ongoing concerns raised by City Council regarding the lengthy timeframe required to go through the "normal" condemnation and demolition process, and because there are no private financial resources or insurance proceeds available to abate the property, Ms. Guerin has offered to convey the property directly to the City. This path will expedite the abatement work and facilitate return of the property to its highest and best use as quickly as possible. A separate contract award will be presented to City Council for the required demolition project.

FINANCIAL IMPLICATIONS:

If approved, there are no direct financial implications to the City associated with acceptance of the property. The City will be required to undertake the required remediation work, but it will have ownership of the property and, with Council's approval, can either sell the land or enter into a development agreement with a builder who can construct a new home on the property.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to approve this Ordinance will preclude the City from accepting the deed.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. QCD - L43-46 B15 Sunnyside (251003)

Docusign Envelope ID: E0455619-BD23-4C17-B107-0BA0C2577529

ORDINANCE NO. 11067

AN ORDINANCE APPROVING AND ACCEPTING A QUITCLAIM DEED FROM RUTH LORRAINE GUERIN FOR PROPERTY LEGALLY DESCRIBED AS LOTS 43-46, BLOCK 15, SUNNYSIDE SUBDIVISION, COUNTY OF PUEBLO, STATE OF COLORADO

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

SECTION 1.

The Quitclaim Deed ("Deed") conveying a parcel of land to the City of Pueblo, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted.

SECTION 2.

The City Clerk is directed to cause said Deed to be recorded in the office of the Pueblo County Clerk and Recorder forthwith.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on October 14, 2025.

Final adoption of Ordinance by City Council on October 27, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: E0455619-BD23-4C17-B107-0BA0C2577529

Action by the Mayor:

☐ Approved on 10/28/2025 | 3:58 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 3rd day of October, 2025 between Ruth Lorraine Guerin (hereinafter referred to as "Grantor"), and the City of Pueblo, Colorado, a Colorado municipal corporation, whose legal address is 1 City Hall Place, Pueblo, Colorado 81003 (hereinafter referred to as "Grantee"):

WITNESSESTH, that the Grantor, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, and QUITCLAIMED, and by these presents does remise, release, sell, and QUITCLAIM unto Grantee and Grantee's heirs, successors, and assigns, forever, all the right, title, interest, claim, and demand which Grantor has in and to the real property, together with improvements, if any, situate, lying, and being in Pueblo County, State of Colorado, described as follows:

LOTS 43 – 46, BLOCK 15, SUNNYSIDE SUBDIVISION
COUNTY OF PUEBLO, STATE OF COLORADO

commonly known as 2810 Berkley Avenue, Pueblo, Colorado, 81004.

Documentary Fee - none, exempt. The City of Pueblo, a Colorado municipal corporation, ("City") is a political subdivision of the State of Colorado and is exempt from the Documentary Fee pursuant to C.R.S. § 39-13-104.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee and Grantee's heirs, successors, and assigns forever.

IN WITNESS WHEREOF, this Quitclaim Deed is executed by Grantor to be effective the day and year first above written.

GRANTOR:

By Ruth Lorraine Guerin
Ruth Lorraine Guerin

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me on this 3rd day of October, 2025 by Ruth Lorraine Guerin.

Witness my official hand and seal.

My commission expires: 12/04/2027.

Notary Public

DOMINIC ISAIAH MARTINEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234045378
MY COMMISSION EXPIRES DECEMBER 04, 2027

Docusign Envelope ID: 17FB32A2-B5AA-4F05-BEA5-3DF5F13150F3

City Clerk's Office Item # S8

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director
Jeff Shaw
PEDCO

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND TRUSSWORKS OPERATIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a License Agreement by and between the City of Pueblo, a Colorado municipal corporation, and Trussworks Operations, LLC, a Delaware limited liability company ("Trussworks").

PREVIOUS COUNCIL ACTION:

By Ordinance No. 11032, City Council approved an Employment Agreement and Contract to Buy and Sell Real Estate with Trussworks.

BACKGROUND:

Trussworks is a manufacturing company based in Texas, which makes roof trusses, floor trusses, 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. On September 8, 2025, City Council approved an Employment Agreement with Trussworks and in conjunction with that Employment Agreement, a Contract to Buy and Sell Real Estate for the property located at 33850 United Avenue in the Airport Industrial Park (the "Property").

Trussworks chose the Property because of its proximity to the railroad tracks and the availability of the railroad tracks to receive materials and ship their manufactured trusses. The attached License Agreement grants Trussworks access over and onto City-owned property for the purpose of loading and offloading materials, equipment, and supplies from the railroad track located within the licensed areas, and other related and

Docusign Envelope ID: 17FB32A2-B5AA-4F05-BEA5-3DF5F13150F3

necessary incidental uses.

This License Agreement is needed to complete the parties' agreement. The Parties anticipate closing on the sale of the Property on or before November 7, 2025.

FINANCIAL IMPLICATIONS:

There will be no direct financial impact to the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, Trussworks may not locate its new facility in Pueblo, Colorado.

RECOMMENDATION:

The Pueblo Economic Development Corporation recommends approval of this Ordinance.

ATTACHMENTS:

1. Trussworks Rail License Agreement Exhibit A
2. Trussworks Revocable License Agreement

Docusign Envelope ID: 17FB32A2-B5AA-4F05-BEA5-3DF5F13150F3

ORDINANCE NO. 11068

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND TRUSSWORKS OPERATIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

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

SECTION 1.

The License Agreement by and between Pueblo, a Colorado municipal corporation, and Trussworks Operations, LLC, a Delaware limited liability company, a copy of which is attached hereto and incorporated herein by this reference, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver said Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached License Agreement which are necessary or appropriate to implement the transactions described therein.

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on October 14, 2025.

Final adoption of Ordinance by City Council on October 27, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 17FB32A2-B5AA-4F05-BEA5-3DF5F13150F3

Action by the Mayor:

☐ Approved on 10/28/2025 | 3:58 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
_____
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

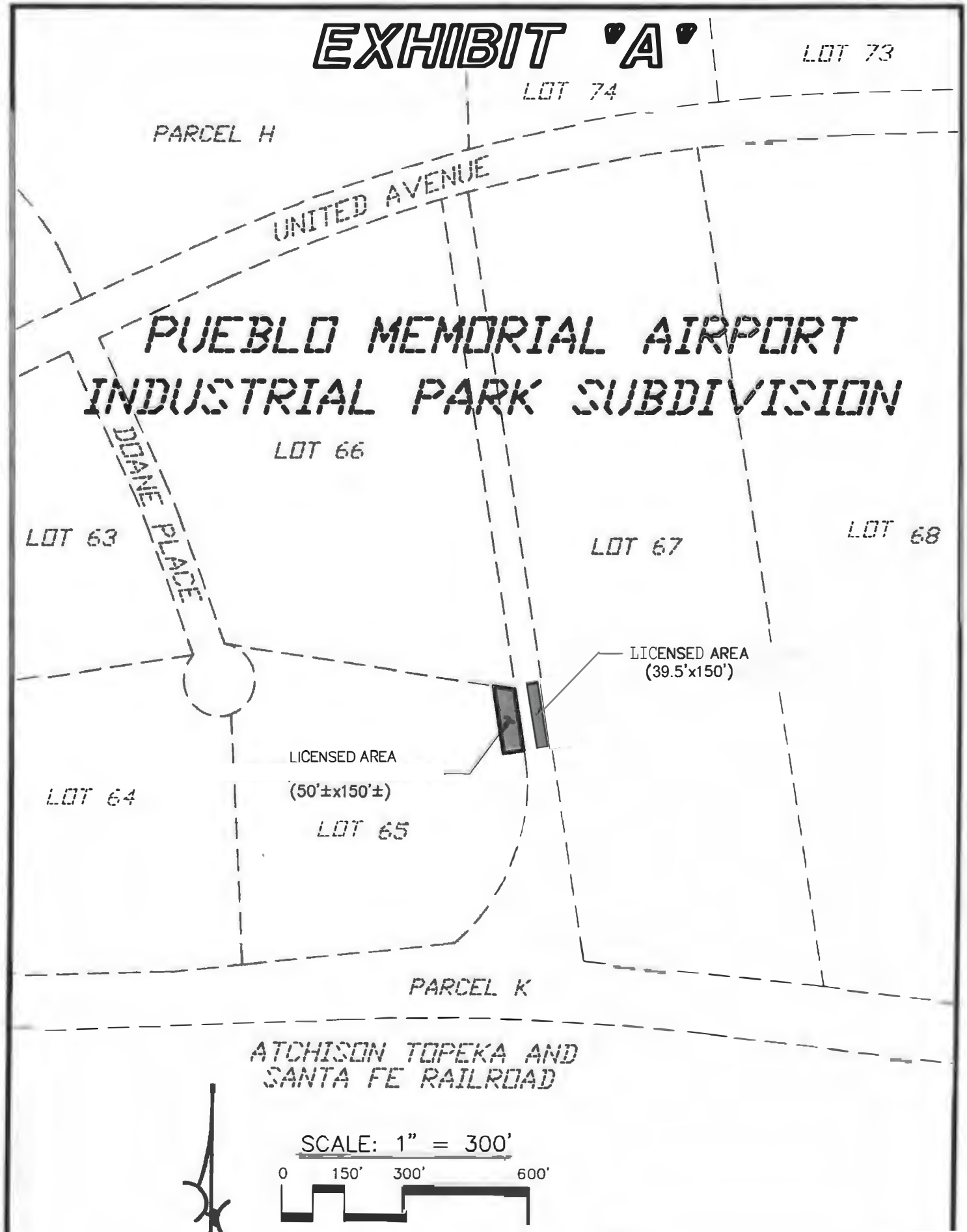
☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

DocuSigned by:
_____
7C02EBDFFC3D43C...
City Clerk

EXHIBIT "A"



NOTE:
THIS EXHIBIT WAS NOT PREPARED AS A MONUMENTED LAND SURVEY, AND WAS ONLY PREPARED TO DEPICT THE ATTACHED LAND DESCRIPTION.

EXHIBIT "A"

LICENSED AREA
LEGAL DESCRIPTION

Two parcels of land for the purpose of loading, offloading, and temporarily staging lumber, equipment, and supplies delivered by rail, and to install temporary improvements in the northwest one-quarter of Section 29, Township 20 South, Range 63 West of the 6th Principal Meridian, in the County of Pueblo and State of Colorado, and being more particularly described as follows:

A parcel of land located within Lot 65 of PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION as filed for record on October 11, 1995 Reception No. 1096136 in the records of the Pueblo County Clerk and Recorder.

Considering the north line of Section 30, Township 20 South, Range 63 West, as shown on the plat of the PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION to bear N. 89° 52' 27" E., and all bearings contained herein being relative thereto.

Beginning from the northeast corner of the aforementioned Lot 65 of PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION thence S. 08° 39' 07" E. along the east line of said Lot 65, a distance of 150.00 feet; thence S. 81° 20' 53" W., a distance of 50.00 feet; thence N. 08° 39' 07" W., a distance 165.50 feet to a point on the north line of said Lot 65, thence S. 81° 25' 54" E., a distance of 52.35 feet to the Point of Beginning.

Said parcel containing 0.18 acres more or less.

AND

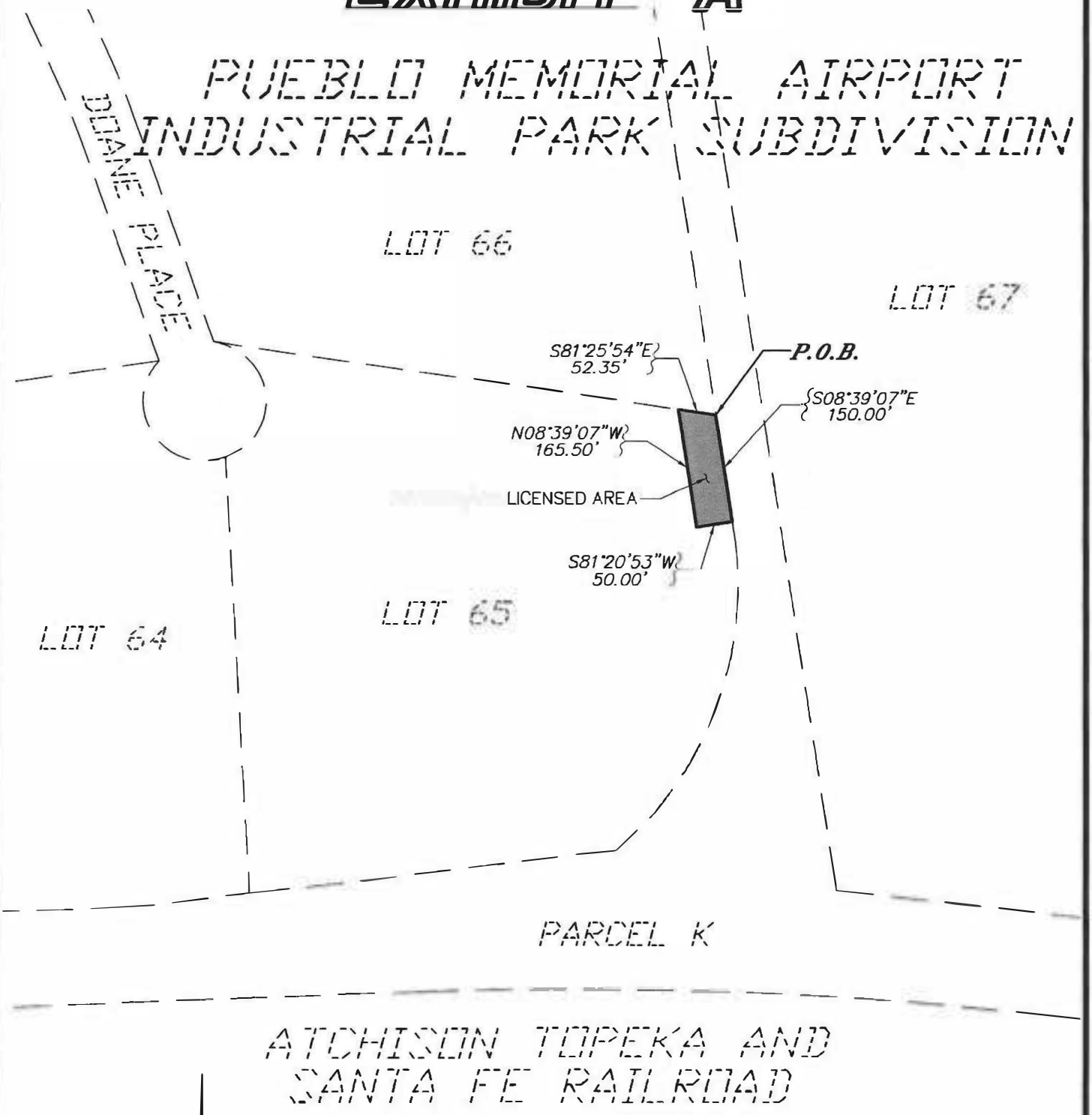
A parcel of land located within Parcel K of PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION as filed for record on October 11, 1995 Reception No. 1096136 in the records of the Pueblo County Clerk and Recorder.

Considering the north line of Section 30, Township 20 South, Range 63 West, as shown on the plat of the PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION to bear N. 89° 52' 27" E., and all bearings contained herein being relative thereto.

Commencing from the southwest comer of the aforementioned Lot 67 of PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION; thence N. 08° 39' 07" W. along the west line of said Lot 67, a distance of 530.18 feet to the Point of Beginning; thence N. 08° 39' 07" W. along said west line of Lot 67, a distance of 150.00 feet; thence S. 81° 20' 53" W., a distance 39.50 feet; thence S. 08°39'07" E., a distance of 150.00 feet; thence N. 81° 20' 53" E., a distance of 39.50 feet to the Point of Beginning.

Said parcel containing 0.14 acres more or less.

EXHIBIT "A"



LEGEND

P.O.B. POINT OF BEGINNING

TOTAL ACREAGE

7887.424 S.F.
0.181 ACRES

SCALE: 1" = 200'

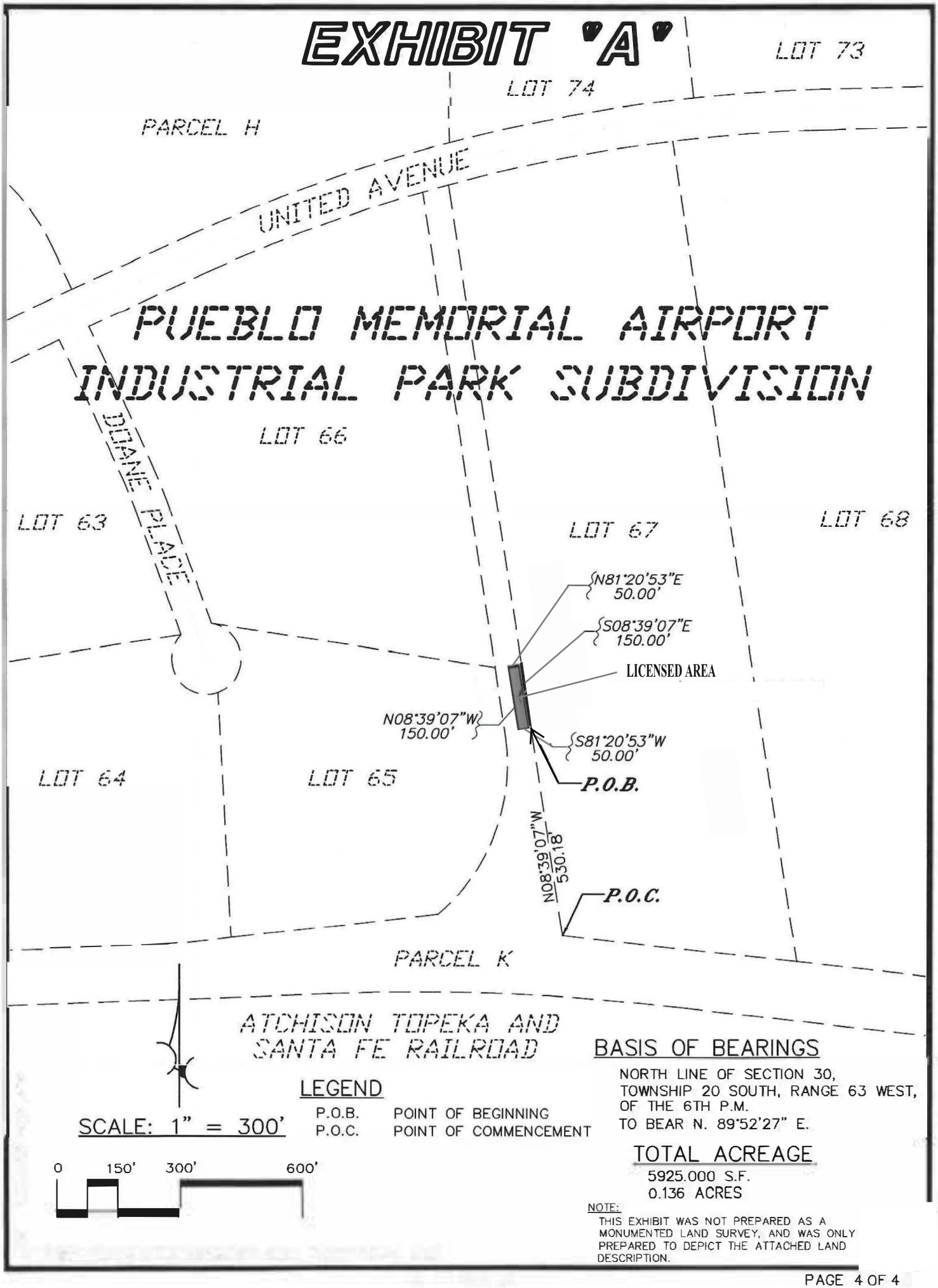
0 100' 200' 400'

BASIS OF BEARINGS

NORTH LINE OF SECTION 30,
TOWNSHIP 20 SOUTH, RANGE 63 WEST,
OF THE 6TH P.M.
TO BEAR N. 89°52'27" E.

NOTE:
THIS EXHIBIT WAS NOT PREPARED AS A MONUMENTED LAND SURVEY, AND WAS ONLY PREPARED TO DEPICT THE ATTACHED LAND DESCRIPTION.

EXHIBIT "A"



SCALE: 1" = 300'

0 150' 300' 600'

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

BASIS OF BEARINGS

NORTH LINE OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 63 WEST, OF THE 6TH P.M. TO BEAR N. 89°52'27" E.

TOTAL ACREAGE

5925.000 S.F.
0.136 ACRES

NOTE:
THIS EXHIBIT WAS NOT PREPARED AS A MONUMENTED LAND SURVEY, AND WAS ONLY PREPARED TO DEPICT THE ATTACHED LAND DESCRIPTION.

REVOCABLE LICENSE AGREEMENT

This License Agreement ("License") is entered into as of the effective date by and between the City of Pueblo ("Licensor"), a Colorado municipal corporation, and Trussworks Operations, LLC ("Licensee"), a Delaware limited liability company.

1. Grant of License.

(a) Licensor grants Licensee a non-exclusive, revocable license to enter and use the areas described in Exhibit A ("Licensed Area") for the purpose of loading, offloading, and temporarily staging lumber, equipment, and supplies delivered by rail.

(b) This License shall be effective as of the last date signed by the Parties below ("Effective Date").

2. Conditions of Use.

(a) Licensee shall not install, locate or erect or cause to be installed, located, or erected any gates across or within the Licensed Area.

(b) Licensee may install, locate and erect improvements or facilities on the Licensed Area only upon the prior written approval of the Licensor.

(c) Licensee shall not install, locate or erect or cause to be installed, located, or erected within the Licensed Area any improvements or facilities including but not limited to track scales, unloading pit, loading or unloading device, adjustable loading dockets, buildings, or any other structure which will impair the applicable lateral or vertical clearances required by any government, agency, or entity having an interest in or authority over the railroad track or Licensed Area. Licensee shall submit to the applicable government, agency, or entity the plans and specifications for such facilities, and shall secure all required approvals thereof before construction of such facilities is undertaken.

(d) Licensee shall keep the Licensed Area and all facilities placed thereon in good, clean and safe condition and repair, free from litter, waste, and debris.

(e) Licensee understands and acknowledges its use of the railroad track and Licensed Area is non-exclusive and may impact other downstream users. Therefore, Licensee shall, to the maximum extent possible, coordinate its use of the Licensed Area and the adjacent City-owned rail line with all property owners served by the rail line as well as BNSF Railroad or any other rail company which may operate thereon, in order to minimize the duration of any impacts to rail ingress, egress, and/or access to and from said properties. Under no circumstance, shall Licensee cause or allow the usage or blockage of the railroad track for more than twenty-four (24) hours without approval of the City's Director of Public Works.

3. Revocation and Amendment.

(a) Licensee acknowledges and agrees that this License is temporary and subject to revocation or termination by the City, in its sole discretion, for any reason or no reason, without liability to the City by giving Licensee at least ninety (90) days' written notice of revocation or amendment.

(b) Notwithstanding the foregoing, Licensor may terminate this License immediately and without prior notice if, in its sole judgment, any of the following or similar events occur:

(i) Any unlawful, hazardous, or unsafe activity presenting imminent danger to the public, city employees, or property.

(ii) A material breach of the terms and conditions of this License, including unauthorized construction, alternations, or use of the Licensed Area.

(iii) Failure to obtain or maintain required governmental approvals, permits, or insurance.

(iv) Any action that creates a risk of liability for the City or violates federal, state, or local laws/regulations.

(v) Discovery that Licensee's use threatens the operations, safety, or compliance obligations under related agreements, including but not limited to the Industry Track Agreement dated January 3, 1992, by and between the Atchison, Topeka, and Santa Fe Railroad Company, the City of Pueblo, and Doane Products Company.

(vi) Use or storage of unauthorized hazardous or prohibited substances on the premises.

(vii) Fraud or material misrepresentation to the City in relation to the license.

(c) This Licensee shall terminate upon the occurrence of any one of the following events:

(i) abandonment or non-use by Licensee for a period of twelve (12) consecutive months;

(ii) surrender or cancellation of the License in writing by the Licensee; or

(iv) revocation of the License as set forth in paragraphs 3(a) and (b) above.

(d) The termination of this License shall not relieve Licensee from Licensee's obligations pursuant to paragraph 2(c) until the improvements and facilities have been removed pursuant to paragraph 5 below.

4. Insurance and Indemnification.

(a) Licensee shall keep and maintain commercial general liability insurance covering the Licensed Area and any facilities or improvements made thereon in amounts not less than $1,000,000 combined single limits per occurrence and aggregate, naming the City as an additional insured and such insurance policy shall contain a waiver of rights of subrogation against the City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this License to be automatically revoked.

(b) Licensee 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 License or the conditions hereof, or the existence, construction, installation, repair or maintenance of the improvements in the Licensed Area, or the use of the Licensed Area or improvements by Licensee, its officers, agents, employees, or general public.

5. Restoration.

Upon expiration, revocation, or termination of this License, or abandonment of the Licensed Area, Licensee shall, at its sole cost and expense, promptly remove all improvements or facilities and restore the Licensed Area to its original condition.

6. No Interest in Real Property.

This License does not convey any interest or estate in real property and is personal to Licensee. Neither this License nor the privileges granted to Licensee hereby, may be conveyed, assigned, transferred, or sublet by Licensee without the prior written consent of the City. Any attempted conveyance, assignment, transfer or subletting of the License or Licensed Area without the written consent of the City shall be void and of no effect and shall cause this License to be automatically revoked.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date last signed below.

LICENSOR:
PUEBLO, a Colorado Municipal Corporation

ATTEST:

By _____
Heather Graham, Mayor

_____
Marisa Stoller, City Clerk

LICENSEE: Trussworks Operations, LLC,
a Delaware limited liability company

By_____

Name:_____

Title:_____

COUNTY OF _____)
) ss.
STATE OF _____)

The foregoing instrument was acknowledged before me in _____ County, _____ this _____ day of October, 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

Docusign Envelope ID: F8FE2C78-FBB5-4E81-8B23-D656B167223D

City Clerk's Office Item # S9

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A SUBLEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO DEPOT ACTIVITY DEVELOPMENT AUTHORITY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a sublease agreement between the City and the Pueblo Depot Activity Development Authority for the City's use of facilities at PuebloPlex.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City has entered into a contract to sell a property located at 33580 United Ave. to Trussworks, LLC a company that has entered into an economic development agreement with the City to establish a manufacturing facility at that location. That properly currently houses impounded vehicles held by the Pueblo Police Department which must be relocated prior to the property being conveyed to Trussworks. Staff has coordinated a proposed lease agreement with the Pueblo Depot Activity Development Authority for use of a 45,000-square foot warehouse that would be suitable for securely storing the impounded vehicles.

FINANCIAL IMPLICATIONS:

Under the terms of the proposed lease, the City will pay $33,750 quarterly ($135,000 annually) for use of the warehouse facility plus utilities as well as the cost for installing and maintaining any security systems that may be required. It is intended that the lease will be executed once the ordinance is approved with an estimated effective date for the agreement on or about November 1, 2025. Funds for the lease payments in 2025 will be paid from salary savings within the 2025 Police Department operating budget. Funds

Docusign Envelope ID: F8FE2C78-FBB5-4E81-8B23-D656B167223D

for the 2026 lease payments will be paid from the 2026 Police Department operating budget, subject to appropriation by City Council.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the City of Pueblo will not be able to execute the PuebloPlex lease, delaying the Trussworks economic development project.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Tenant Building Sublease 2025

Docusign Envelope ID: F8FE2C78-FBB5-4E81-8B23-D656B167223D

ORDINANCE NO. 11069

AN ORDINANCE APPROVING A SUBLEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO DEPOT ACTIVITY DEVELOPMENT AUTHORITY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Sublease Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Pueblo Depot Activity Development Authority, a copy of which is attached hereto ("Agreement"), having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Agreement in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on October 14, 2025.

Final adoption of Ordinance by City Council on October 27, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB402...
President of City Council

Docusign Envelope ID: F8FE2C78-FBB5-4E81-8B23-D656B167223D

Action by the Mayor:

☒ Approved on 10/28/2025 | 3:57 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

PUEBLO DEPOT ACTIVITY DEVELOPMENT AUTHORITY SUBLEASE

THIS SUBLEASE, is entered into by and between the Pueblo Depot Activity Development Authority, hereinafter referred to as "PuebloPlex", and City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "Sublessee."

WITNESSETH:

The Secretary of the Army, on behalf of the United States (hereinafter referred to as the "Secretary") by the Authority of Title 10, United States Code, Section 2667, has leased the property described below as the "Subleased Premises" to PuebloPlex, and PuebloPlex, by this document and pursuant to the authority contained in that Lease and Section 29-23-108, Colorado Revised Statutes, hereby subleases the Subleased Premises to the Sublessee.

1. SUBLEASED PREMISES

a. In exchange for the consideration provided herein, and subject to the terms and conditions set forth herein, PuebloPlex does hereby sublease to the Sublessee the following described property, herein referred to as the "Subleased Premises", located in the County of Pueblo, State of Colorado, to wit:

REAL PROPERTY AND INSTALLED PERSONAL PROPERTY

Building No.	Description	Square Feet	Associated Land	Rent Per Annum
590 E	Building	45,000	N/A	$3.00/sq ft

Rental rate to increase annually by 1% starting on 1/1/27.

PERSONAL PROPERTY NOT INSTALLED

Inventory #	Description	Rent Per Annum
N/A		

Assessor's Parcel No.: Exempt

2. RENT, SECURITY, TAXES, IMPROVEMENTS, UTILITIES AND SERVICES

a. As consideration for this Sublease, Sublessee will pay rent quarterly to PuebloPlex for the above-described real property and personal property in the rent amounts indicated above. Rental for a period of less than one year shall be prorated accordingly.

Sublessee hereby agrees to the following Property Taxes, Tenant Improvement, and Utilities and

Services terms:

Security Deposit:	None
Property Taxes:	$0.00 tax annually to be paid by Sublessee. Sublessee will
Tenant Improvements:	provide all property improvements, if needed, including utility connections at Sublessee's sole expense.
Utilities and Services:	Sublessee will be responsible for electricity charges at a reduced rate until Chemical Materials Activity (CMA-West) formerly Pueblo Chemical Depot (PCD) closure. CMA West will provide security and emergency services until CMA West closure.

b. Rental payments shall be made payable to the order of the Pueblo Depot Activity Development Authority (PuebloPlex) and delivered to 45825 CO HWY 96 E, Building 46N, Pueblo, Colorado 81006.

c. All rent payments are due at the beginning of each quarter (January 1, April 1, July 1, and October 1) to PuebloPlex. Any rent or other debt not paid to PuebloPlex within 30 days of its due date is considered to be a late payment. PuebloPlex may, but is not required to, send notice(s) of rent due, or any other debt owed by Sublessee to PuebloPlex. Upon receipt of any such notice, Sublessee will remit payment to PuebloPlex so that PuebloPlex receives payment within 30 days of any such notice sent.

d. Late payment of rent and other debts owed to PuebloPlex by the Sublessee will be subject to a late charge of 10%, plus all recoverable administrative and legal costs, including attorney's fees, required and incurred by PuebloPlex to process and collect such late payments and penalties. All penalties will continue to accrue from the date due until the debt is paid in full. All payments received will be applied first to any accumulated late charges, then administrative and legal expenses and costs, and lastly to the unpaid rental or other payment balance.

e. Any dishonored checks from Sublessee to PuebloPlex for payment of rent or other debts will be subject to a $50.00 charge.

3. TERM

a. The initial term of this Lease shall commence immediately upon the date of final execution of the lease by either Sublessee or PuebloPlex, and expire on December 31, 2026 (the "**Initial Term**"). Thereafter, this Lease renews for successive renewal terms of twelve (12) months each, commencing on January 1 and expiring on December 31 of each lease year until terminated in accordance with the terms and conditions of this Lease (each a "**Renewal Term**") (the Initial Term, together with any Renewal Term(s), collectively, the "**Term**").

b. The Sublessee shall have the nonexclusive option to extend the original term of this Sublease for a successive one-year terms, but as a maximum, such terms shall end the 30th day of November, 2027. Upon the expiration of the last term ending November 30, 2027, the parties may enter into good faith negotiations to offer the Sublessee additional one (1) year options for five (5) more consecutive years for the Subleased Premises provided the Master Lease between

PuebloPlex and the United States Army has been extended beyond November 30, 2027, and/or the property has been transferred to PuebloPlex.

c. If the Sublessee desires to terminate this Sublease, it shall give written notice to PuebloPlex of its desire to terminate the Sublease at least one hundred and twenty (120) days prior to the time of termination and prior to the original term of this Sublease, or any subsequent term expires as stated above in Paragraph 3. At the time when such notice is given, there shall not be any uncured event of default on the part of the Sublessee.

d. If PuebloPlex desires to terminate this Sublease, and there has been no default by Sublessee as described herein, or termination of the Master Lease as described herein, PuebloPlex shall give written notice of such termination to the Sublessee of its desire to terminate this Sublease at least one hundred and twenty (120) days prior to the time of termination and prior to the original term of this Sublease expires, as stated above in Paragraph 3.a., or an extended term expires as provided in Paragraph 3.b.

e. Upon termination of this Sublease other than as a result of termination or failure to extend the Master Lease, any structures and/or improvements made on or to the Subleased Premises shall be completely removed by Sublessee, at Sublessee's sole expense, unless PuebloPlex, in its sole discretion and in writing, agrees that such structures and/or improvements can remain on the Subleased Premises. Any structures and/or improvements that PuebloPlex determines may remain on the Subleased Premises shall be deemed owned solely by PuebloPlex upon termination of the Sublease and Sublessee will have no ownership rights or claims to any such structures and/or improvements. Upon assuming ownership of such structures and improvements PuebloPlex shall assume responsibility for all prospective costs and expenses associated with such structures and Improvements and all prospective liability arising in connection with such structures and improvements.

f. In addition, the original term of this Sublease, as well as the nonexclusive option to extend the term of this Sublease, is specifically subject to there being no event of default or termination of the Master Lease between the Secretary and PuebloPlex whether caused by default of its provisions by the Sublessee, PuebloPlex, or simply due to the authority of the Secretary to terminate the Lease for reasons other than default. PuebloPlex agrees to provide Sublessee with copies of any notices of default received by PuebloPlex with respect to the Master Lease.

4. USE AND ACCESS OF THE SUBLEASED PREMISES

a. The sole purposes for which the Subleased Premises and any improvements thereon may be used are as described in "Description of Use Exhibit 1", attached hereto and made a part hereof. In addition, Sublessee understands and agrees that background checks are conducted when access is requested for the Sublessee, its agents, guests, or associates and access may be denied. (See Exhibit 3, attached hereto and made a part hereof.)

5. MASTER LEASE CONDITIONS

a. The Master Lease is incorporated herein by this reference. This Sublease is subject to the terms and conditions of the Master Lease. Approval of this Sublease by the District Engineer or his authorized representative does not modify and/or delete any of the terms and conditions of the Master Lease. Further, any conflicts between the terms and conditions of the Master Lease and the terms and conditions of the Sublease will be resolved in favor of the Master Lease.

b. The Sublessee fully understands and agrees that PuebloPlex's Lease of the Subleased Premises and PuebloPlex's right to sublease these premises to the Sublessee are derived from, and governed by, the conditions set forth in its Master Lease with the Secretary. It is the intent and purpose of this Condition No. 5 to bind and obligate the Sublessee to compliance with said conditions to the same extent as PuebloPlex is bound and obligated hereunder. All rights of the Sublessee in and to the Subleased Premises are acknowledged by the Sublessee to be limited by and shall be no greater than those of PuebloPlex derived from the Master Lease.

c. Where the conditions of the Master Lease refer to "Leased Premises", this shall mean the "Subleased Premises" for the interpretation of this Sublease. Where the conditions of the Master Lease refer to "lease", this shall mean the "sublease" for the interpretation of this Sublease.

d. As between PuebloPlex and Sublessee only, the following terms and conditions of the Master Lease are clarified:

- No. 2. Condition 2.a. is applicable to the Sublessee, but conditions 2.b. and 2.c. are not applicable to the Sublessee.

- No. 4. The Sublessee shall have no authority to terminate the Master Lease, it being understood that this authority is retained exclusively by the Secretary and PuebloPlex.

- This Sublease may not be terminated or relinquished by the Sublessee except under such terms and conditions as may be mutually agreeable to in this Sublease or another written document agreed to between PuebloPlex and Sublessee and signed by both parties.

- In no event shall rent paid as consideration be returned to the Sublessee if termination is within the last 120 days of the Sublease's term.

- No. 5 is not applicable to the Sublessee.

- No. 6. All notices, communications and correspondence given pursuant to this sublease , shall be in writing and addressed as set forth below in Paragraph 10.

- No. 9. PuebloPlex and the Sublessee have performed a joint inventory and condition survey of the Subleased Premises prior to the Sublessee occupying the Subleased Premises. Upon the expiration, revocation or termination of this Sublease, a closeout inventory and condition survey shall be prepared by PuebloPlex and the Sublessee. All significant variances from the initial survey shall be clearly documented in a closeout report prepared by PuebloPlex. This closeout report shall constitute the basis for settlement between the parties hereto for any

of the Subleased Premises shown to be lost, damaged, contaminated, or destroyed during the term of the Sublease. Also, the Sublessee shall be liable to PuebloPlex in the amount and to the same extent as PuebloPlex will be liable to the United States Government.

- No. 10. In addition, prior written consent of PuebloPlex is required in advance of any proposed transfers, assignments, or subleasing by Sublessee.

- No. 11. The Sublessee hereby agrees to and specifically accepts the obligation to pay the provider for the cost of utilities, if applicable.

- No. 13. The Sublessee shall be responsible for the acquisition and premium payments for all insurance required in Master Lease Condition No. 13. Furthermore, the Sublessee acknowledges that neither the Secretary nor PuebloPlex have insurance coverage of Subleased Premises contents owned by the Sublessee, and it is the Sublessee's responsibility to insure its contents if it desires coverage. The Sublessee shall require its insurance company to furnish to PuebloPlex a copy of the policy or policies or certificates evidencing the purchase of such insurance.

- No. 14. In addition to the rights of the United States to enter the Subleased Premises, as described in Condition 14 of the Master Lease, PuebloPlex shall have an equivalent right to enter the Subleased Premises in connection with its government purposes, including, but not limited to, those obligations of PuebloPlex contained in the provisions of the Master Lease.

- No. 15. PuebloPlex shall not be responsible for loss or damages to property or injuries or death to persons which may arise from or be incident to the exercise of the rights or privileges herein granted, or for damages to the property of the Sublessee, or for damages to the property or injuries to the person of the Sublessee's officers, agents, employees, or others who may be on the Subleased Premises at their invitation or the invitation of any one of them, and the Sublessee shall, to the extent allowed by law, indemnify and hold PuebloPlex harmless from any and all such claims, not including damages due to default or negligence of PuebloPlex or its contractors. This indemnification includes, but is not limited to, any claims of third parties arising out of or from accidents and environmental releases caused by the Sublessee, its officers, agents, employees, or invitees. Further, the Sublessee shall, to the extent allowed by law, indemnify and hold harmless PuebloPlex from any costs, expenses, liabilities, fines, or penalties resulting from discharges, emissions, spills, storage, disposal, or any other action by the Sublessee giving rise to PuebloPlex liability, civil or criminal, or responsibility under the Federal, State, or local environmental laws, including any such liability of PuebloPlex to the United States pursuant to the provisions and conditions of the Master Lease. The Sublessee shall also, to the extent allowed by law, indemnify and hold harmless PuebloPlex for any other costs, expenses, liabilities, or obligations that PuebloPlex incurs or is determined to be liable for to the United States pursuant to the provisions and conditions of the Master Lease due to the activities of the Sublessee, its officers, agents, employees, or invitees in connection with this Sublease. Sublessee understands, and hereby agrees, that the provisions of this Condition 15 shall survive the expiration or termination of this Sublease.

- No. 16. Title to vehicles stored in the facility shall not revert to the United States.

to execute any bill of sale, title, or other documents provided by law to properly transfer clear title to any purchaser of said personal property under the provisions of Paragraph 8 below.

- No. 22. The provision of this condition shall be applicable only to claims by the Sublessee against PuebloPlex, and, conversely, those claims of PuebloPlex against the Sublessee. Claims between PuebloPlex and the Sublessee shall be resolved in the manner provided for under Colorado law, or as otherwise provided in the terms and conditions of this Sublease.

- No. 23 . As provided in Condition 15 above, and to the extent permitted by law, the Sublessee shall be liable for and shall indemnify and hold harmless PuebloPlex for any environmental liabilities attributable to the actions of the Sublessee, its officers, employers, agents, or invitees in connection with this Sublease provided.

- No. 34. The Sublessee acknowledges that Pueblo County Property Taxes will be levied on the real and personal property of the Subleased Premises if the Sublessee is a taxable entity and the Sublessee agrees to pay these Pueblo County Property Taxes. The Sublessee will cooperate with PuebloPlex and Pueblo County Assessor to determine the assessed value of the Subleased Premises. The Sublessee will pay the estimated Pueblo County Property Taxes annually in advance to PuebloPlex, and PuebloPlex shall hold these funds and pay the Pueblo County Treasurer on or before the date tax payment is due. The estimated Pueblo County Property Taxes for the initial term of the Sublease are as stated above in Paragraph 2. If the actual Pueblo County Property Taxes are less than the estimate, the difference will be returned by PuebloPlex to the Sublessee on or before the date payment is due, unless that difference is less than $50.00. Excess tax payments of less than $50.00 will be retained by PuebloPlex and applied to any subsequent tax obligations or returned to the Sublessee upon the termination or expiration of this Sublease. If the actual Pueblo County Property Taxes are greater than the estimate, the difference will be paid by the Sublessee to PuebloPlex before the payment is due.

6. NORMAL REPAIR AND MAINTENANCE RESPONSIBILITIES

PuebloPlex will be responsible for normal repair and maintenance of:

- Utilities;
- Fire sprinkler;
- Fire alarm;
- Fire extinguishers (hand held);
- Heating;
- Ventilation; and
- Roof and building envelope, including doors and windows.

The Sublessee agrees to accept financial responsibility not to exceed the cost of repair of the affected system, for damage caused by Sublessee to the following:

- Utilities;
- Fire sprinkler;
- Fire alarm;

- Fire extinguishers (hand held);
- Heating; and
- Ventilation.

The Sublessee agrees to perform a monthly fire extinguisher inspection and report all bad fire extinguishers to PuebloPlex. Sublessee agrees to be available for monthly PCD Fire Department inspections and perform corrective actions, as required, in a timely matter.

If the maintenance or repair of an above-referenced system requires a contractor or person licensed, certified or registered by a Federal, State or Pueblo County law, then PuebloPlex and Sublessee agree to retain only such qualified contractor or person.

Vehicles stored in the facility shall be placed no less than ten (10) feet apart and Sublessee shall use disposable absorbant pads to capture any dripping fluids from vehicles.

7. MODIFICATIONS

This Sublease contains the entire Agreement between the parties hereto, and no modification of this Agreement, or waiver, or consent hereunder shall be valid unless the same shall be in writing and signed by the parties.

8. TERMINATION, ABANDONMENT, FAILURE TO PAY, ENFORCEMENT OF LIEN, BREACH/DEFAULT OF SUBLEASE

a) TERMINATION—The Sublease automatically terminates at the end of the term set forth in above in Paragraph 3 or when the Sublease is in default. Termination does not relieve the Sublessee of its obligation to have all personal property removed on or before the date of termination, nor relieve the Sublessee of any unpaid rent, taxes, and utility charges. Termination does not relieve the Sublessee of any damage to the premises beyond normal wear and tear that occurred during the term of the Sublease.

b) BREACH/DEFAULT—Breach of the Sublease occurs when the Sublessee fails to perform any obligation or duty set forth in the Sublease or in CRS Article 21.5. A default of the Sublease occurs when the Sublessee fails to correct any breach in a timely manner. Default can be immediate when the breach is so serious as to impose additional risk to either the United States, PuebloPlex, the Sublessee and/or their employees. A serious breach includes, but is not limited to, unsafe operations, unsafe working conditions, environmental contamination or high probability that contamination will occur, absence of required insurance coverage for Workers Compensation, liability, and/or structural damage, storage of contraband, and storage of hazardous materials. PuebloPlex may limit or deny the Sublessee's access to the building of facility during the period of breach; however, the Sublessee shall be afforded reasonable access to correct the breach and/or remove its personal property. Default is a basis for termination. Notwithstanding anything else herein, should PuebloPlex determine Sublessee has committed a serious breach amounting to an immediate default, PuebloPlex shall promptly provide Sublessee with written notice of such breach describing the basis for its determination. Sublessee shall have five (5) business days from receipt of such notice to provide PuebloPlex with evidence that (1) no breach has occurred or (2) that any breach has been remediated or is in the process of being remediated and that remediation will be completed within a reasonable amount of time, in which case no default shall have occurred. PuebloPlex shall have the right to inspect the Subleased Premises to confirm Sublessee's position. Any release of hazardous materials and/or other environmental contamination shall not be grounds for default if the result of or arising from conditions on the property that preceded the beginning of the sublease term.

to impose additional risk to either the United States, PuebloPlex, the Sublessee and/or their employees. A serious breach includes, but is not limited to, unsafe operations, unsafe working conditions, environmental contamination or high probability that contamination will occur, absence of required insurance coverage for Workers Compensation, liability, and/or structural damage, storage of contraband, and storage of hazardous materials. PuebloPlex may limit or deny the Sublessee's access to the building of facility during the period of breach; however, the Sublessee shall be afforded reasonable access to correct the breach and/or remove its personal property. Default is a basis for termination. Notwithstanding anything else herein, should PuebloPlex determine Sublessee has committed a serious breach amounting to an immediate default, PuebloPlex shall promptly provide Sublessee with written notice of such breach describing the basis for its determination. Sublessee shall have five (5) business days from receipt of such notice to provide PuebloPlex with evidence that (1) no breach has occurred or (2) that any breach has been remediated or is in the process of being remediated and that remediation will be completed within a reasonable amount of time, in which case no default shall have occurred. PuebloPlex shall have the right to inspect the Subleased Premises to confirm Sublessee's position. Any release of hazardous materials and/or other environmental contamination shall not be grounds for default if the result of or arising from conditions on the property that preceded the beginning of the sublease term.

9. ACKNOWLEDGEMENT OF EXECUTIVE ORDERS 13658 AND 13706

EXECUTIVE ORDER 13658

a. The parties expressly stipulate this sublease is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

b. Minimum Wages,

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2021, and December 31, 2021, shall be $10.95 per hour (and increasing to $15.00 per hour beginning January 20, 2022). The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2018. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www,wdol.gov (or any successor Web site). The applicable minimum wage is incorporated by reference into this lease.

(3) The Sublessee shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be any duration longer than semi-monthly.

(4) The Sublessee shall be responsible for the compliance by any contractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 USC 214, whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the Sublessee must pay the 14 (c) worker the greater commensurate wage.

c. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Sublessee under this or any other Federal lease with the same prime contractor, so much of the accrued payments or advances as may be considered to pay workers the full amount of wages required by Executive Order 13658.

d. Contract Suspension/Contract Termination/Contract Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the Sublessee, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such an event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

e. The Sublessee may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

f. Nothing herein shall relieve the Sublessee of any obligation under Federal, State, or local law, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State or local law entitle the lessee to pay less than the $9.30 (or the minimum wage as established each January thereafter) to any worker.

g. Payroll Records.

(1) The Sublessee shall make and maintain for three years records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each worker

and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and social security number.

(ii) The worker's occupation(s) or classification(s)

(iii) The rate of rates of wages paid

(iv) The number of daily and weekly hours worked by each worker.

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Sublessee shall also make available a copy of the lease, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this lease, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The Sublessee shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the Sublessee's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

h. The Sublessee shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

i. Certification of Eligibility. (1) By entering into this contract, the Sublessee (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the Sublessee's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

k. Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

l. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

m. Notice. The Sublessee must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the lessee must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

n. Hold Harmless and Indemnification. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, the contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims,

expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

EXECUTIVE ORDER 13706

a. Executive Order 13706. This sublease is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave. (1) The Sublessee shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any Sublessee, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The Sublessee shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The Sublessee shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

c. Withholding. The Sublessee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this condition, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

d. Contract Suspension/Contract Termination/Contract Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting officer may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this condition may be grounds for other contract terminations of the right to proceed with contract work. In such event, the Government may enter into or arrangements for completion of the work, charging the lessee in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to the Sublessee's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

f. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

g. Recordkeeping.

(1) Any Sublessee performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and Social Security number of each employee;
(ii) The employee's occupation(s) or classification(s);
(iii) The rate or rates of wages paid (including all pay and benefits provided);
(iv) The number of daily and weekly hours worked;
(v) Any deductions made;
(vi) The total wages paid (including all pay and benefits provided) each pay period;
(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
(ix) Dates and amounts of unpaid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
(xi) Any records reflecting the certification and documentation the contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
(xiii) The relevant covered contract;
(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and
(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2) (i) If the Sublessee wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will

time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.

(ii) If the Sublessee estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (c), the contractor/subcontractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor/subcontractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use paid sick leave during any work time for the contractor.

(3) In the event the lessee is not obligated by the Service Contract Act, the Davis- Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4) (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans Disabilities Act (ADA) apply to records or documents created to comply with the record keeping requirements in this lease condition, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Sublessee shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Sublessee shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Sublessee's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

h. The Sublessee shall insert this condition in all of its covered subcontracts and shall require its subcontractors to include this condition in any covered lower-tier subcontracts.

i. Certification of Eligibility. (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contract is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, http://www.SAM.gov.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Interference/Discrimination. (1) The Sublessee may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A Sublessee may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver. Employees cannot waive, nor may Sublessee induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this condition.

l. Notice. The Sublessee must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Lessees that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by

the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract provision include disputes between the contractor (or any of its subcontractors) and the contracting officer, the U.S. Department of Labor, or the employees or their representatives.

10. NOTICE

(a) All notices for Sublessee will be sent to:

City of Pueblo
Attn: Mayor's Office
1 City Hall Pl.
Pueblo, CO 81003
Email: mayor@pueblo.us

(b) All notices for PuebloPlex will be sent to:

Pueblo Depot Activity Development Authority
dba: PuebloPlex
45825 CO-HWY 96 E
Building 46N
Pueblo, CO 81006
Email: hq@puebloplex.com

11. CONDITION 11. AUTOMATIC RENEWAL OF SUBLEASED PREMISES will remain the same with the following change:

Sublessee agrees and understands that should Sublessee not wish to continue to rent the Subleased Premises, The Sublessee shall notify PuebloPlex in writing 30 days in advance of intent of non-renewal.

THIS SUBLEASE is executed by PuebloPlex this _____ day of _____, 2025.

By:_____

Title:_____

THIS SUBLEASE is executed by City of Pueblo, a Colorado Municipal Corporation this _____ day of _____, 2025.

By:_____

Title:_____

E-25-8

Elected Official Ethics Complaint
Status: Active
Submitted On: 10/21/2025

Complainant Information

Please note that this form is considered a public document and may be released to the public by request pursuant to the Colorado Open Records Act.

Your full name:*

Alice Grimm President

Street Address:*

[redacted]

City:*

[redacted]

State:*

[redacted]

Zip Code:*

[redacted]

Email:*

[redacted]

Phone Number:*

[redacted]

Complaint Details

Person against whom you are alleging the complaint:*

Councilor Joe Latino

Please select the alleged violation(s):

Disclosed confidential information acquired in the course of his or her official duties in order to further substantially his or her financial interests. (PMC §1-9-4(a)(1))

☐

Accepted a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value. (PMC §1-9-4(a)(2))

☐

Disclosed information or records that are not available to the public, which were acquired in the course of his or her public office duties without a legal basis or court order. (PMC §1-9-6)

☐

Disclosed records or discussions of an executive session except pursuant to 24-6-402(2)(d.5)(II)(D), CRS. (PMC §1-9-6)

☐

Performed an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she or his or her family has a substantial financial interest. (PMC §1-9-7(2))

☐

Performed an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she is engaged as counsel, consultant, representative or agent. (PMC §1-9-7(2))

☐

Other violation of the Ethics Code

☑

Code Provision Citation:*

See Attached

Date of official act*

10/08/2025

What official act was taken?*

Councilor Joe Latino:

The conduct described raises serious ethical and legal implications, including but not limited to:

Abuse of official position and violation of the City's ethics code;

Political coercion and discrimination in violation of the Collective Bargaining Agreement's Preamble and Article 8, Section 2(c);

Possible violations of Colorado election laws prohibiting public officials from using their position to influence ballot outcomes; and

Conduct unbecoming of an elected official that undermines public trust and the City's commitment to maintaining harmonious labor relations.

Collective Bargaining Agreement (CBA):

Preamble: Commitment to maintaining "harmonious relations and cooperation between the City and its employees."

Article 8, Section 2(c): Prohibits "discrimination or interference with employees based on political opinions or affiliations."

City Charter and Ordinances:

Pueblo Ordinance No. 10835 (Effective Nov. 11, 2024):

Defines and prohibits "Intimidating a City Agent" — using threats, harassment, or acts of harm to prevent an employee from performing official duties.

Prohibits "Attempting to Influence a City Agent" through deceit, threats, or economic reprisal to alter or affect an employee's actions or decisions.

Violations constitute a Class 1 Municipal Offense.

Boards & Commissions Manual / City Charter Provision:

City Council members are "specifically prohibited from giving direction to any City staff members." Councilor Latino's interference and intimidation violate this prohibition and breach the separation between elected officials and administrative operations. https://www.pueblo.us/DocumentCenter/View/18437/Boards-and-Commissions-Manual?bidId=

Please attach any supplemental evidence or additional pages of the complaint in the attachments section following.

I do hereby swear or affirm that the statements made here and attached hereto are true and accurate to the best of my knowledge.

By clicking to submit your digital signature, you agree that your electronic signatures appearing in this document are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. If you would like to sign this document manually, please contact the City Clerk's office at 719-553-2669. *

Alice Grimm
Oct 21, 2025

Description of Events – On or about October 8, 2025

Two City of Pueblo employees were leaving a scheduled City training session held near the Human Resources Department. As they exited the building and entered the street outside HR, they were approached and accosted by a sitting member of the City Council.

The council member initiated a confrontational exchange, during which thee councilor demanded that the employees vote "YES" on an upcoming ballot measure. The employees were taken by surprise and reported feeling uncomfortable and intimidated by the encounter. The council member's position of authority and the directness of the demand created an environment of implied coercion, especially as the employees were still in proximity to their workplace and had just participated in a city-sponsored function.

This interaction represents an inappropriate and potentially unlawful use of public office to influence employee political behavior. It occurred on city property, during regular work hours, and directly targeted city staff in a manner inconsistent with ethical and professional conduct standards expected of elected officials.

Of additional concern, this incident took place the same week that the City Council voted not to investigate an ethics complaint filed against another council member. That sequence of events contributes to a perception of double standards, disregard for accountability, and an erosion of ethical norms within the governing body.

The conduct described raises serious ethical and legal implications, including but not limited to:

Abuse of official position and violation of the City's ethics code;

Political coercion and discrimination in violation of the Collective Bargaining Agreement's Preamble and Article 8, Section 2(c);

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State and Federal Law:

Colorado Anti-Discrimination Act (C.R.S. §24-34-401 et seq.)

Colorado Whistleblower Act (C.R.S. §24-50.5-101 et seq.)

Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e et seq.)

Occupational Safety and Health Act (29 U.S.C. §654)

42 U.S.C. §1983 — Misuse of Authority Under Color of Law